Lisa Janco (Pro Se)
9020 West Ave J Space 2
Lancaster, Ca. 93536
Telephone: (661) 409-8892
ljanco@avc.edu

10/28/21 - Main Document



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
---------- X

In re: Chapter 11

DITECH HOLDING CORPORATION, et al.
Case No. 19-10412 (JLG)
Wind Down Estates: (JointlyAdministered):
---------- X

OBJECTION of Dis allowance of Amended Proof of Claim
2585 filed by Lisa Janco

NOTICE OF HEARING CONSUMER CLAIMS
TRUSTEE'S FIFTIETH
OMNIBUS OBJECTION TO PROOFS OF CLAIM
(DUPLICATE OR AMENDED UNSECURED CONSUMER CREDITOR CLAIMS)

The Wind Down Estates, along with the last four digits of each of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Matrix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates' principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

Lisa Janco
9020 West Ave J Lancaster, Ca. 93536
Email: ljanco@avc.edu
1-661-409-8892
Amended Proof of Claim # 2919

New York, New York

HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Ms. Janco will be participate in the hearing telephonically Ms. Janco has provided this written notices to the Attorneys for the : The Objections Hearing Nov 23,2021 11:00 AM

Consumer Trustee

Jenner& Block LLP,

919 Third Avenue

New York, NY 10022.

Telephone 212-8911600

Richard Levin

rlevin@jenner.com

Consumer Claims Trustee Tara Twomey

P.O. BOX 1607 ,

Bluebell,PA 19422

The Chambers of the Honorable James Garrity JR.

United States Bamkruptcy Court for the Southern District of New York

One Bowling Green,New York,NY 10004

Lisa Janco

9020 West Ave J #2

Lancaster,Ca.93536

6614098892

ljanco@avc.edu

/S/ Lisa Janco

The Debtor (Ditech Holding Corporation, et al)

case number (19-10412);

name of the claimant : Lisa Janco

a description of the basis for the claim;

c. a statement describing why the claim should not be disallowed, including the

specific factual and legal bases upon which the claimant will rely in opposing the

Objection;

d. all documentation or other evidence upon which claimant will rely in opposing the Objection, excluding documentation provided with the original Proof of Claim; Ms. Janco Is filing evidence in the Court for Federal Investigation referral.

the name, address, telephone number and email of the person (which may be the claimant or the claimant's legal representative) who will have the ultimate authority to settle or otherwise resolve the Claim on behalf of the claimant.

A HEARING ON THE OBJECTIONS will be held on November 23, 2021 at 11:00 a.m.

EDT in the United States Bankruptcy Court, One Bowling Green, Room 601, New York, New York 10004. The Claims Hearing Procedures govern the procedures at the hearing. If you file

19-10412-jlg Documents

a written response to the Objection, you should plan to appear at that hearing, unless the Consumer Claims Trustee notifies you that the hearing will be postponed to a later date. You may participate in the hearing telephonically by complying with the Court's instructions.

(Including providing prior written notice to the attorneys for the Consumer Claims Trustee), which can be found on the Court's website at www.nysb.uscourts.gov.

Complaint: Dear Ms. Janco: we are in receipt of the complaint you filed via the CFPB portal regarding the font size appearing in your monthly billing statement(and other correspondence) in your account status following the misapplication of one or more of your monthly payments in 2016 to escrow. Ditech takes this complaint seriously in response to your concern regarding the font size appearing on your monthly billing statements, please note that we have reached out to our print vendor to implement a larger font size on your monthly billing statement. Our print vendor is still investigating our request and has not yet confirmed when this larger font size will be available. If ever in response to your concern regarding your monthly property tax being paid by the State of California, please note that we did receive refunds of the property taxes paid by the State of California March 23, 2017 to Payments($one, 941. 66) our notes suggest that you may have received a partial homestead exemption for these disbursements I encourage you to reach out to the stated California to determine whether there is anything more you need to do to make sure future disbursements are valid. Your monthly principal and interest will remain$1101.00 a Month. If the California state laws state a lender cannot force you to have impounds or fire Hazard Insurance unless your two years behind paying the property taxes to the tax authority as included in the court file since Ms. Janco was approved for the California state property tax loan program di-Tech was violating state and federal law to not allow me to use the program and to try and force me to have property taxes in impounds when I violates California state law California laws were explained to Ditech on numerous occasions by government agencies especially Chelo Jovellanos and her supervisor they were sent in writing to Di-tech and affiliates.

/s/ Richard Levin
JENNER & BLOCK LLP
919 Third Avenue
New York, NY 10022
Telephone: (212) 891-1600
Facsimile: (212) 891-1699
Richard Levin
rlevin@jenner.com

Attorneys for Consumer Claims Trustee

Exhibit A

Consumer Claims Trustee's Fiftieth Omnibus Objection to Proofs of Claim
(Duplicate or Amended Unsecured Consumer Creditor Claims)

Creditor/Address	Duplicate or Amended Claim Number Surviving	Claim Number Total Claim Amount	
Clayborn, Terry D Chicago Heights, IL 24704 1239 $1,900,000.00 Clayborn, Terry D Chicago Heights, IL 24705 1239 $19,000,000.00 Dixon, Roy Jr. West Palm Beach, FL 2906 2896 $303,500.00 Janco, Lisa Lancaster, CA 2916 2585 $659,950.00 Manning, Robert Myrtle Beach, SC 2904 21563, 20458 $6,000.00 Siva, Sheetalkumar Concord, CA 2905 2081 $7,383.40			
White, Michelle Southfield, MI	22635	22637	$105,500.00

Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
---------- X
:
In re : Chapter 11
:
DITECH HOLDING CORPORATION, et al., : Case No. 19-10412 (JLG) :
Debtors.[4] : (Jointly Administered) : Related Docket No. ----------

Debtor: DI-TECH HOLDING CORPORATION CASE #19-10412-jlg.

Objection to dis-allow Administrative Proof of Claim #2585 on the grounds it is not a duplicate Proof of Claim.

Proof Of Claim #(2585)ADMINISTRATIVE PROOF OF CLAIM

Original Proof of Claim #2585 as Administrative Proof of Claim Still on file waiting for resolution and Hearing. Itemized List on record.

See Attached: First American Title Dated 07/16/2019

File # LDE-5979398 Fees that Di-Tech LLC. Fraudulently charged Ms. Janco for Attorney's that was all based on Fraudulent Acts, All fees on First American title company. Real Estate Fee's Ms. Janco has the right to recover Ms. Janco should still be in her house these fees are not listed on 2919 on any other proof of claim. Di-Tech LLC. Should not have charged Ms. Janco for attorney fees. or any of the fees on this list. Ms. Janco is asking for the rest of the documents that went with this release of Lien that was filed with the State of California State Controller's Office the private Loan account proof of check signature who signed what amount is on the supposed check. The reason why Di-Tech Broke into the State of California Controller's Loan account11 days before filing for Bankruptcy. Ms. Janco wants to see the "Authorization" with Ms. Janco's

"WET" Signature and Release that the State Controller stated is required to access Ms. Janco's Private Loan account that was mandatory for Di-Tech to get any information on a Government Loan account was stated in the Fraud Investigation report RE 18-04346 dated July 23,2018. Where this release of Lien was mailed to who's address, who received it. the Government of Los Angeles Consumer and Business Affairs was investigating Di-Tech. Ms. Janco wants to know why Di-Tech was paying off a program that Ms. Janco' was Approved for and using and that Di-Tech LLC. Embezzled the State of California Government funding for 3 years. 2016- Jan 30th, 2019.

Ms. Janco is asking for preservation of evidence in Court Records for Federal Agents investigating Criminal Aspects of Federal Felonies committed in the State of California of the POC Amended (2916)

Filed wrong By Tara Twomey Di-Tech's Creditor Trustee. Evidence preservation for evidence filed in the Adversary Proceeding # 20-01051 That was to be transferred after Pre-Trial Hearing held on March 25th,2021. Objection by Lisa Janco for the following reasons; asking for clarifications/classification on New Evidence supplied by Tara Twomey

Preservation of evidence for Criminal Investigation on going Case # on file with the Court. Remedies and Resolution of the Proof of Claims based on Over-whelming evidence and confessions of Embezzling of The State of California Government Funding/Public Funding Loan in Ms. Janco's Name which cannot be contested when admissions in Government Investigations State "Yes Di-Tech did receive the funding and kept it for 6 years keeping Ms. Janco from using the Blind Government Program or if it is no longer a core proceeding due to Illegal unauthorized access and fraud on The State of California Property Tax Program Betty Yee and forging documents to gain access to a government State Private account # SCO -State Controller's Office account

On October 18, 2021, the Consumer Claims Trustee filed the attached Consumer Claims Trustee's Fiftieth Omnibus Objection to Proofs of Claims—Duplicate or Amended Unsecured Consumer Creditor Claims (the "Objection"), which seeks to disallow proofs of claim listed on Exhibit A to the Objection.

The Objection asks the Bankruptcy Court to disallow the claims listed on Exhibit A because the claims are either duplicative of, or in some instances have been amended by a subsequent filing of one or more claim(s) asserted against the Debtors. Recipients of this Notice should locate their name and claims on Exhibit A.

Ms. Janco, is opposing the disallowance of claim# 2585 (is) Filing a written response to the Objection wants to appear for the Telephonic hearing. Ms. Janco is registered with the Court. Ms. Janco is asking the Honorable James Garrity Jr. Turned all Evidence over for Bankruptcy Crimes and Federal Prosecution for crimes and Fraud against the State of California 's Controller's Office.

The Court has certain procedures—the "Claims Hearing Procedures"—apply to this Objection and to any Response you file. A copy of the Claims Hearing Procedures is Attachment 1 to this Notice. The Claims Hearing Procedures impose deadlines for action. Ms. Janco

According to the Claims Hearing Procedures , Ms. Janco has filed with the Bankruptcy Court and sent a copy of the response to be received by November 12, 2021 to:

(1) Consumer Claims Trustee, Tara Twomey, Consumer Recovery Trust,

c/o Settlement Administrator, PO Box 1607, Blue Bell, PA 19422 or via

email at info@ditech-settlement.com;

(2) The chambers of the Honorable James L. Garrity, Jr., United States

Bankruptcy Court for the Southern District of New York, One Bowling

Green, New York, NY 10004.

Ms. Janco due to COVID-19 ; accommodations will be by Telephonic Hearing.

The Claims Hearing Procedures response to the Objection of the (Consumer Claim Trustee's Fiftieth Omnibus Objection to Proofs of Claim);#2585.

The court (U.S. Bankruptcy Court for the Southern District of New York)

The Debtor (Ditech Holding Corporation, et al)

case number (19-10412);

Name of the claimant : Lisa Janco Ms. Janco has provided prior Written Notice to all attorney's

(Including providing prior written notice to the attorneys for the Consumer Claims Trustee), which can be found on the Court's website at www.nysb.uscourts.gov.

the California Government /Public Funding in Ms. Janco's Name knowing with intent to "Harm with Malice and Mocked Ms. Janco took her Family 's Home laughed and said we will pay you pennies on the Dollar and not to the State of California. Ms. Janco is owed Restitution Civilly and Criminally and Confessions in Criminal Court States "YES" I did that to Ms. Janco. Ms. Janco tried to file an Adversary Proceeding to Settle the Case after 6 Long Years. The Debtors are Liable for the "Harm" they have inflicted on the Janco Family with Punitive and Compensatory Damages. Legal Fees ,Court costs if this case was to go to an appeals Court. The Creditor's Trustee was to file an adversary Proceeding on behalf of any Creditor that the Debtor tried to Fraud.

To allow The Administrative Proof of Claim 2585 It is not a duplicate or amended claim, Ms. Janco should be entitled to any money on accounting of that claim. Ms. Janco believes it does not duplicate or amend the other claim s Ms. Janco has filed), See Document in Exhibit 1 along with scheduled fees that were charged to MS Janco on 07/16/2019

File #LDE #-5979398 These Itemized fees are not Listed on any other claim and due to fraudulent acts should be paid in full. Ms. Janco is also waiting on further Documentation about The State of California State Controller's Office the release of Lien , Authorization Documents with Ms. Janco's "WET" Signature who signed it , where all the Documentation is/or was sent to who ? The check that was filed with the State of California with the amount that was paid with the reason of why Di-Tech concealed this information from the LA Consumer and Business Affair Fraud Investigator in Complaint :

Re: 18-04346 (Lisa Janco)

Ditech Financial LLC (Di-Tech) account Number: 32757411

The Court has certain procedures—the "Claims Hearing Procedures"—apply to this Objection and to any Response you file. A copy of the Claims Hearing Procedures is Attachment 1 to this Notice. The Claims Hearing Procedures impose deadlines for action.

According to the Claims Hearing Procedures , Ms. Janco has filed with the Bankruptcy Court and sent a copy of the response to be received by November 12, 2021 to:

(1) Consumer Claims Trustee, Tara Twomey, Consumer Recovery Trust,

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email at info@ditech-settlement.com;

(2) The chambers of the Honorable James L. Garrity, Jr., United States

Bankruptcy Court for the Southern District of New York, One Bowling

Green, New York, NY 10004.

Ms. Janco due to COVID-19 accommodations will be by Telephonic Hearing.

The Claims Hearing Procedures response to the Objection of the (Consumer Claim Trustee's Fiftieth Omnibus Objection to Proofs of Claim);#2585.

The court (U.S. Bankruptcy Court for the Southern District of New York)

Today's Date: 10/28/2021: OBJECTION TO DISALLOW ADMINISTRATIVE PROOF OF CLAIMS # 2585 as a duplicate claim. The Fee Schedule is attached . These fee's are owed to Ms. Janco. The di-Tech attorney fee's all the fee's on Title page 1 and 2 are not listed and itemized on the other proof of claim 2919. The fraudulent Instruments filed in Los Angeles is pending a criminal Investigation.

Ditech's Creditor TRUSTEE has filed to disallow the proof of claim of 2585 which is the original administrative proof of claim filed timely stating that it was a duplicate of one of the other claims . It is not a duplicate there is a fee schedule that is attached to this showing title charges escrow settlement charges per race chin Adjustments County taxing is title number from First American title there's all these listings of fees that were charged to Ms. Janco by Ditech County document Terry transfer tax recovery County Clerk Real Estate Commission and to Brookshire Hathaway home services trust will tease NSF charges supposedly late charge is supposedly all the attorney charges fees to Ditech interest report to First National hazard disclosure there are two pages of fees that are outlined by the title company that di-Tech charged Ms. Janco that were fraudulent fees Ditech is accountable for these fees there should never been a foreclosure it was fraud Ms. Janco should have never had to sell her house and none of these fees should have been charged to Ms. Janco so the claim 2585 stands by itself these fees are attached to that proof of claim and again in the first proof of claim it also states that the Punitive and Compensatory Damages have not yet been determined in a court of law the Property Tax Postponement Program Ms. Janco has still not got a receipt for what happened to the government public funding what was it used on for three years who signed off on the authorization and release form to have them gain access to her government account they fraudulently forge documents while under Investigation to break into the official State Controller's office none of these attorney fees and Ditech's fees are in any of the other claims not listed in 2916, these fees are not listed in 2919,again Ms. Janco is going to include the list of fees for the first administrative claim and the third administrative claim which is 2919 has a listing of what's in that proof of claim Ms. Janco is still waiting for the 2017 escrow analysis break down she's ready waiting for the CSE fire Hazard Insurance that they claim to have given the fraud investigator a check you have to have receipts for the insurance funding and the government funding where to go who used it what was it used on who signed up for this release Ms. Janco has a government federal investigation going on with the FBI, the DOJ, the Majority Leader of the Senate Ms. Janco is objecting for the Disallowance of this administrative proof of claim #2585. Ms. Janco Will be at the hearing by telephone conference like the other hearings due to Covid she is already signed up for them this is to inform all the attorneys that Ms. Janco is participating in the telephone conference hearing to be heard by the judge on disallowing this proof of claim # 2585 it has the fee schedules that is attached that are not on any other proof of claim filed in this court. Attached also is the release of the lien that was filed on January 30, 2019 11 days before filing for bankruptcy to conceal the fact that they embezzled all the funding and they were trying to launder it money laundering into clean money it was stolen money they were under investigation for stolen money from the stated California they fled California to avoid prosecution restitution and court action . I explained to Mrs. Twomey California law on embezzling government funding public funding has no statute of limitation it's right up there with murder and Ms. Janco is going to prosecute the state of California is going to prosecute the DOJ is going to prosecute what Ms. Janco is asking is for all the evidence that is filed into this court from the adversary proceeding 20 – zero one 05 one and the proof of claim 2916B For EVIDENTIARY purposes for the FBI and the end the investigative team Ms. Janco has two open administrative Claims number 2585 with the fee schedule and number 2919 they are not duplicate Ditech is responsible for the attorney fees that they charge Ms. Janco and all the fees are on that be schedule their responsible to pay her

back under California law the penalties or times 4 . Ms. Janco is sending this to all attorneys on the list letting them know Ms. Janco will be attending by phone conference like before . Ms. Janco will be attending and she understands that the two proof of claims proof of claim 2585 and proof of claim 2919 are separate contested claims by the trustee. Ms. Janco understands that a hearing on the objections will be held on November 23, 2021 at 11 AM in the United States Bankruptcy Court to be heard on November 23, 2021.

Ms. Janco does have the right to recover these fees that are listed especially attorney fees for a fraudulent foreclosure that was filed on her property with a fraudulent lien instrument tied to her house. Any time you take a loan a government/public funding loan that is in somebody else's name that is being charged interest is always a federal felony from the moment that they ask you for their property back because they're paying 7% interest until the day is paid back. The State Controller's office of California is the official the Chief Fiscal Officer of California. Pulling a fraudulent act filing fraudulent documents to obtain entry to a private Loan account to embezzle the stolen Government funding that was kept and used for personal use never giving the loan funding to the rightful owner to use the funding while you are under investigation for embezzling it. Concealing the fact that you are under government investigation for Embezzling the government funding since 2016 and that your real purpose for accessing this private government loan account (Lisa Janco) was to put embezzled funding back in as if the original rightful owner that was Lisa Janco used the funding and was done. No entity should have been filing for release of the lien on a government program that Lisa Janco was approved for and was using. It is a federal felony in a crime against the state of California chief officer Controller CPA. In doing these actions while under Investigation 11 days before you file for bankruptcy to get out of prosecution, restitution, is a bankruptcy crime. When Ms. Janco called the stated California and talk to the supervisor of the program she stated very clearly that that money and that funding was not Ditech's to manipulate use or have. This witness will be called to testify. The consumer and Business Affairs fraud investigator witness will be called to testify.

State Controller's Office (SCO)
The Controller is the Chief Fiscal Officer of California, the sixth-largest economy in the world. Elected every four years, the Controller is responsible for accountability and disbursement of the state's financial resources. The Controller also safeguards many types of property until claimed by the rightful owners, and has independent auditing authority over government agencies that spend state funds. The Controller helps administer two of the nation's largest public pension funds, and serves on 70 state boards and commissions with authority ranging from state public land management to crime victim compensation.

Di-Tech LLC claims to have paid the State of California Property Tax Program on 01/30/2019 Which would be while they were under Investigation for Embezzlement of the Government Funding of the State of Ca. and the worst Mortgage Fraud ever committed in Los Angeles County by the Fraud Investigator Chelo. This act of being under investigation by a Government Los Angeles Fraud Investigator in in California pretending to be looking into the allegations and present the fraud investigator the government funding where when all the documents that go with that the CSE fire Hazard Insurance funding Ditech had since 2015 that belong to Ms. Janco the 2017 escrow analysis paperwork that the fraud investigator asked for. Being under investigation for Embezzling the government funding PPT program loan money that Ms. Janco was paying 7% interest on to the State of California. To forge fraudulent signatures authorization and release forms that the stated California Controller's office told

the LA County Fraud Investigator for embezzling the state of California government funding Public Funding SO "NO" Di-Tech you may not have access to Ms. Janco's government Loan account and hung up. Di-Tech had the approval Letter refused to tell the Los Angeles fraud investigator where the government funding was a receipt an accounting where the other stolen money was and fled to New York file for bankruptcy Chapter 11. Ms. Janco informed the Creditor Trustee on the phone and email that this was a " federal felony class D" for Forging Documents in Ms. Janco's name authorization or release on government funding that they embezzled from Ms. Janco in the first place when this instrument was filed in Los Angeles County with forgery and fraudulent intent on funding that was in Ms. Janco's name that was government funding that they were under investigation for Los Angeles County for embezzling due to the fact that the instrument that Ditech filed in Los Angeles County along with all the other forged instruments that were tied to Ms. Janco's house of $850,000 is a Class D federal felony 14 years in federal prison just for them apart on Ms. Janco. The fact that di-Tech forged documents to gain access to a government account stated California Controller's office to pull fraud on the State Controller's office(the CPA) of California and embezzle or do anything with this government account including putting back the California government funding that they embezzled but four years later after they use the and fled to Bankruptcy Court in another State to avoid prosecution is federal crimes against the state Controller's Office of California 11 days before committing a federal felony bankruptcy crime because they talk stolen money and try to wash it in a federal court and make it clean is Money Laundering but the biggest thing is it's a felony crimes against another state official office of California they supposedly paid this account all the way back to 2004 to release the lien so they could pool their fraud six months after they file for bankruptcy and game protection in a federal court to "wash "stolen money they came back to California six months later to finish their federal felony in California on fraudulent foreclosure with filing fraudulent documents in June 2019. Every instrument that Ditech and adapters filed with fraudulent intent to fraud and defraud Ms. Janco out of her house over hundred and $10,000 which is in proof of claim 2585 all the listed fees anything to hide to a financial gain in a financial mean over hundred thousand dollars is 14 years in federal prison the fact that the debtor did it and committed felony against the State Controller's office after they were told absolutely not and it is recorded in an investigation but they still broke into the state Controller's office and pull fraud on the city California is no longer covered under the umbrella safety net of any U.S. Bankruptcy Court and it must be referred to US crimes against the United States and California and referred to the federal government immediately by told Ms. Twomey who is sworn to report fraudulent crimes to the US trustee that if she didn't report and refer out this crime against the State Controller's office she would be concealing federal bankruptcy crimes and an accessory to the fact hiding concealing federal bankruptcy crimes and everything that goes along with it. The State Controller's office(SCO) the controller is the chief fiscal officer of the state of California . Controller's office is responsible for the accountability and disbursement of the state's financial resources California, the sixth-largest economy in the world. The California state Controller's office also safeguards many types of property until claimed by the rightful owners and is independent auditing authority over government Agencies that spend states funds. The California state Controller's office helps administer to of the nation's largest public pension funds, and serves on 70 state boards and commissions with authorities ranging from state public land management to crime victims compensation which would be Ms. Janco

that Ditech committed a federal felony crime then turned around and did the California State Controller's office . So you could see why pulling fraud Forging Documents to try and access government accounts in the state's largest CPA California is why the Controller's office told di-Tech absolutely " not" crimes against the California State Controller's office is way out of the scope of laws that pertain if this case is not referred out to the crimes Bureau for processing anybody who conceals this crime and Ms. Janco has contacted the State Controller's office the FBI the Department of Justice . The California Sen. Majority Leader Kevin McCarthy who contacted the DOJ and Washington will be concealing not one but two bankruptcy crimes so Ms. Janco told Tara Twomey this is a crime against the State of California Controller's office she reported instead she is trying to eliminate the $110,000 that di-Tech Defrauded the State Controller's office of California by Forging Documents but also concealing a crime against the stated California chief operating officers for government accounts so Ms. Janco called Washington heads up given the two Bankruptcy accounts and referred it to prosecution against the stated California Controller's office so no Ms. Janco is putting in writing exactly what Mr. Toomey already knows I asked her for the check and the signature and where this release was sent to that involved with this crimes against the State of California Controller's office and they're not releasing any information let me tell you something the Department of Justice will have a release this information in regards to the crimes against state Controller's office of California note Bankruptcy Judge can seal crimes against the State of California chief operating officer of government account no matter what so Ms. Janco is saying no to disallowing the proof of claim #2585 , and Proof of Claim #2919 because the Federal government is doing an investigation on the crimes against the state of California. An exhibit to you will see in you will find the fact that the State of California's Controller's office absolutely told di-Tech you cannot gain access to any of our government account in the stated California without the account holders authorization and release with the wet signature no matter what especially concealing the fact from the State Controller's Office that they were under Investigation by the fraud investigator in Los Angeles County California for embezzling the California government funding public funding in the first place. The State Controller's office would never allow on embezzlement crime convict who stole the embezzling the government funding in the first place to allow any kind access to the government account to put it back in while under Investigation concealing that fact from the State Controller's Office of California and then doing so 11 days before filing your second bankruptcy case trying to launder stolen money in another state and pause all litigation but continue your federal crime spree is way above the Southern District of New York Bankruptcy Court's jurisdiction so Ms. Janco will be at the hearing telephonically I have tried everything to get Ditech to return the government funding for six years and compensate for all the crimes that they committed in California against Ms. Janco and her family which is blind and now Ms. Janco wants to press charges because six years later ditech and adapters are laughing at the FBI and the DOJ and now they're laughing at the state Controller of California because they pull fraud on all of them. Ms. Janco is filing all the evidence to the judge's chambers to all the attorneys to the FBI and the DOJ and the Sen. of California Majority Leader in Washington which is going to the US trustee this case needs to be referred out for criminal behavior on another state the stated California. The debtors are looking at 99 years in federal prison that's what they're facing they should've left the blind lady in California just loan in her house Ms. Janco gave them every opportunity to correct and fix they were too greedy they were

Facebook Information for State Controller's Office
YouTube Information for State Controller's Office
Set location to show nearby results
Locations Near You

CFPB: CONSUMER FINANCIAL PROTECTION BUREAU:

the Consumer Financial Protection Bureau is a US government agency and make sure banks, lenders, and other financial companies treat you fairly enforcement consumer finance.gov.

Complaint filed December 13, 2017 by Lisa Janco via CFPB portal

42103 CAPISTRANO PLACE, Lancaster, California. 93536 – 7316

re-: Ditech Financial LLC 345 Street. Peter Street, Suite 1400, St. Paul, MN. 55102

telephone numbers

T 651-293-4800

F 651 – 293 – 5818

ditech.com

January 30, 2018

re-:" CFPB"case number: 170214 – 270-8093

"Ditech" account number: 32757411

Complaint: Dear Ms. Janco: we are in receipt of the complaint you filed via the CFPB portal regarding the font size appearing in your monthly billing statement(and other correspondence) in your account status following the misapplication of one or more of your monthly payments in 2016 to escrow. Ditech takes this complaint seriously in response to your concern regarding the font size appearing on your monthly billing statements, please note that we have reached out to our print vendor to implement a larger font size on your monthly billing statement. Our print vendor is still investigating our request and has not yet confirmed when this larger font size will be available. If ever in response to your concern regarding your monthly property tax being paid by the State of California, please note that we did receive refunds of the property taxes paid by the State of California March 23, 2017 to Payments($one, 941. 66) our notes suggest that you may have received a partial homestead exemption for these disbursements I encourage you to reach out to the stated California to determine whether there is anything more you need to do to make sure future disbursements are valid. Your monthly principal and interest will remain$1101.00 a Month. If the California state laws state a lender cannot force you to have impounds or fire Hazard Insurance unless your two years behind paying the property taxes to the tax authority as included in the court file since Ms. Janco was approved for the California state property tax loan program Di-Tech was violating state and federal law to not allow me to use the program and to try and force me to have property taxes in impounds when It violates California state law California laws were explained to Ditech on numerous occasions by government agencies especially Chelo Jovellanos and her supervisor they were sent in writing to Di-tech and affiliates. DI-Tech was using the Impounds as a Vehicle to comingle , move funding around and

Embezzle payments made on time and The State Of California Property Tax Loan Program that Ms. Janco was approved for 2016-2017.The Impounds were to be close July 2017.

PENAL CODE - PEN

PART 1. OF CRIMES AND PUNISHMENTS [25 - 680.4]

(Part 1 enacted 1872.)

TITLE 7. OF CRIMES AGAINST PUBLIC JUSTICE [92 - 186.36]

(Title 7 enacted 1872.

CHAPTER 4. Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112 - 117]

(Chapter 4 enacted 1872.)

115.

(a) Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.

(b) Each instrument which is procured or offered to be filed, registered, or recorded in violation of subdivision (a) shall constitute a separate violation of this section.

(c) Except in unusual cases where the interests of justice would best be served if probation is granted, probation shall not be granted to, nor shall the execution or imposition of sentence be suspended for, any of the following persons:

(1) Any person with a prior conviction under this section who is again convicted of a violation of this section in a separate proceeding.

(2) Any person who is convicted of more than one violation of this section in a single proceeding, with intent to defraud another, and where the violations resulted in a cumulative financial loss exceeding one hundred thousand dollars ($100,000).

(d) For purposes of prosecution under this section, each act of procurement or of offering a false or forged instrument to be filed, registered, or recorded shall be considered a separately punishable offense.

(e) (1) After a person is convicted of a violation of this section, or a plea is entered whereby a charge alleging a violation of this section is dismissed and waiver is obtained pursuant to People v. Harvey (1979) 25 Cal.3d 754, upon written motion of the prosecuting agency, the court, after a hearing described in subdivision (f), shall issue a written order that the false or forged instrument be adjudged void ab initio if the court determines that an order is appropriate under applicable law. The order shall state whether the instrument is false or forged, or both false and forged, and describe the nature of the falsity or forgery. A copy of the instrument shall be attached to the order at the time it is issued by the court and a certified copy of the order shall be filed, registered, or recorded at the appropriate public office by the prosecuting agency.

(2) (A) If the order pertains to a false or forged instrument that has been recorded with a county recorder, an order made pursuant to this section shall be recorded in the county where the affected real property is located. The order shall also reference the county recorder's document recording number of any notice of pendency of action recorded pursuant to paragraph (2) of subdivision (f).

(B) As to any order, notice of pendency of action, or withdrawal of notice of pendency of action recorded pursuant to this section, recording fees shall be waived pursuant to Section 27383 of the Government Code.

(f) A prosecuting agency shall use the following procedures in filing a motion under subdivision (e):

(1) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall provide written notice by certified mail to all parties who have an interest in the property affected by the false or forged instrument, or in the instrument itself, including those described in paragraph (5).

(2) (A) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall record a notice of pendency of action in the county in which the affected real property is located.

(B) Within 10 calendar days of the case being adjudicated or dismissed without obtaining an order pursuant to subdivision (e), the prosecuting agency shall record a withdrawal of the notice of pendency of action in the county where the affected real property is located.

(3) The written notice and notice of pendency of action described in paragraphs (1) and (2) shall inform the interested parties that a criminal action has commenced that may result in adjudications against the false or forged instrument or the property affected by the false or forged instrument, and shall notify the interested parties of their right to be heard if a motion is brought under subdivision (e) to void the false or forged instrument. The notice shall state the street address, if available, and the legal description of the affected real property.

(4) Failure of the prosecuting agency to provide written notice or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall not prevent the prosecuting agency from later making a motion under subdivision (e), but the court shall take the failure to provide notice or record a pendency of action as required under paragraphs (1) and (2) as reason to provide any interested parties additional time to respond to the motion. Failure of the prosecuting agency to so notify interested parties under this subdivision or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall create a presumption that a finding as described in paragraph (9) is necessary to protect the property rights of the interested party or parties.

(5) If the instrument sought to be declared void involves real property, "interested parties" include, but are not limited to, all parties who have recorded with the county recorder in the county where the affected property is located any of the following: a deed, lien,

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Lisa Janco Administration Proof of Claim 2585, Administration Proof of Claim 2919

Ditech Holding Corporation

Di-Tech LLC. CASE NO. 19-10412-jpg

Case Information

On February 11, 2019, Ditech Holding Corporation announced that it has entered into a Restructuring Support Agreement (the "RSA") with certain lenders holding more than 75% of Ditech Holding's term loans. The RSA provides for a restructuring of the Company's debt while the Company continues to evaluate strategic alternatives. Under the RSA, the Company will pursue a recapitalization that deleverages its capital structure by extinguishing over $800 million in corporate debt, and a liquidity enhancing transaction that includes an appropriately sized working capital facility at emergence. As contemplated by the RSA, the Company simultaneously continues to consider a broad range of options, including but not limited to potential transactions such as a sale of the Company and/or a sale of all or a portion of the Company's assets, as well as potential changes to the Company's business model.

To facilitate this financial restructuring, Ditech Holding Corporation and certain of its subsidiaries (together the "Company"), including Ditech Financial LLC and Reverse Mortgage Solutions, Inc., have filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

The Company and its employees remain focused on providing homeowners with the right home financing solutions and the same high-quality service they have come to expect from us.

The Company's case has been assigned to Judge James L. Garrity, Jr and Case No. 19-10412. The Docket can be accessed in the Dockets tab above or through the website maintained by the United States Bankruptcy Court for the Southern District of New York (www.nysb.uscourts.gov).

Additional information, including press releases and frequently asked questions, is available on the restructuring page of our website, (http://www.ditechholding.com).

Background

di-Tech in the investigative report not only the Ditech tell the investigator that that's with the stated California Controller's office those with the rules but that they contacted Ms. Janco for this authorization Lisa she said absolutely not see Exhibit 2

would prove to be fraud on the stated California controller's office Betty Yee CPA of the California government not only providing forge documents to conceal and hide the fact that they were under investigation for embezzling the money that they could fraud the State of California to embezzled the money back into get the lien off of Ms. Janco's house release and pay that loan all the way back to 2004 and file documentation to get that lien released from Ms. Janco's House that was under contract with the stated California Ms. Janco was trying to use the loan program they stole the money she is trying to get back there being investigated for the embezzlement of the public funding and government funding in the first place for them to conceal and break into Ms. Janco's account with forge documents and then file it in this County of Los Angeles while Ms. Janco is trying to use the loan program is a Class D federal felony exactly filed on January 30, 2019 11 days before filing for bankruptcy without telling the fraud investigator of what crimes it done in the bankruptcy crime it is bankruptcy fraud Ms. Janco told Ms. Twomey when she emailed the release of lien from the State of California saying that it's been paid but didn't get Ms. Janco any other documentation which is needed.

Ms. Janco was to use the State of Ca. PPT Loan Program for 2016- 2019 or when she died or sold the house on Capistrano Place, Lancaster, Ca. 93536. Di-Tech LLC. Claims to have paid the STATE OF CALIFORNIA 11 days before they filed for Bankruptcy in Another State of New York anticipating to come back to CALIFORNIA to illegally Foreclose on Ms. Janco's Blind Equipped House which Proves Malice and Intent to cause harm to the Janco Family before and after the filing of a Bankruptcy case knowing you are going and intending to not allow Ms. Janco and her Family to use the State of Ca. Property TAX POSTPONEMENT Program. back the monies DI-TECH STOLE IE: The July 2016-2017 IMPOUNDS with Mortgage payments and the CSE INSURANCE MONEIES with Interest. Ms. Janco had the right to use the Ca. State funding for the blind as long as she wanted until she herself sold the House on Capistrano or Died and as long as she qualified. Which proves Disability Discrimination and violations of the FEDERAL ADA and THE CA. UNRUH ACT (A Pre -thought out) pre-meditated plan to come back to Ca. after filing for Bankruptcy in 02/11/2019 come back to Ca. in 06/2019 and inflict more harm to the Janco Family by not paying her back the government Loan Funding instead finish the crime of Mortgage Fraud and like (DI-Tech) said in the taped phone conversation "Ms. Janco we can take your **House** and you won't even get your day in court." Instead of allowing Ms. Janco and her family to use a California Government Loan Program for the Blind that she (Ms. Janco) had every right to use; Ms. Janco only needed to pay Principal and Interest. Di-Tech investigates the State of California lien that is on the house on Capistrano Place in Lancaster and with fore thought and Malice paid while under Investigation by the LA County Fraud Dept. of why you are not allowing the Janco Family to use the Ca. Gov. Program. DI-Tech runs to New York and the whole time knew DI-TECH would be coming back in JUNE of 2019 to finish the Illegal Mortgage Fraud on the Janco family. Which is serious crimes in Ca. and on top of that A very big BANKRUPTY FRAUD CASE. DI-Tech in your greed of destroying the Janco Family and hurting a blind woman which is considered a hate crime you just gave the Ca. Attorney General the Class "D" Federal Felony committed 11 Days before filing Bankruptcy in New York. PC115 filing forge documents is always a felony crime in California. Penal code 523(f) Ms. Janco is asking for this federal judge to grant Ms. Janco and her family the relief that is sought.

Walter Management Holding Company LLC (1008) and Affiliates DBA Greentree LLC. (5864) Di-Tech Holding Corporation LLC (5868) Walter Management Holding Company LLC. And Affiliates were under investigation in 2016 -2018 for Embezzling State Of California Property Tax Program and other charges by the CFPB filed in Dec 13,2017 asked the CFPB for a 90 Day Extension on reply to the Government Investigation Stating all collections would be Stopped . A Fraudulent Invoice Bill was sent for $ 11,000.00 -$ 14,000.00 to Ms. Janco when Ms. Janco was Promised a check would be sent Nov 01, 2017 when the check did not arrive Ms. Janco Filed a Complaint with the CFPB. Walter Management Holding Company LLC. (1008) Filed for Chapter 11 February 09, 2018 ,Chapter 11 WALTER INVESTMENT MANAGEMENT CORP: Case No. 17-13446 (JLG) Debtor.1

Without the CFPB (or) Ms. Janco this was Concealed from the Government Investigation. Ms. Janco was fighting to get the State of California PPT Loan Program funding back that was in Ms. Janco's name . Therefore The Government Funding that was Embezzled along with the CSE INSURANCE Funds that were Embezzled in 2015. Was entered into the SDNY BANKRUPTCY SYSTEM which is Stolen assets which is Bankruptcy Crimes than the Company changed Names to Di-Tech LLC. Where the Fraud continued on with Criminal Activity and while under Investigation.

A creditor may enforce the lien to recover the property secured by the lien even after a discharge is entered by the bankruptcy court.

III. Action to Determine Discharge ability

A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

A party seeking to except a debt from discharge under Section 523(a) (2), (4), or (6) of Title 11, must initiate an adversary proceeding in the bankruptcy court to obtain a judgement that the debt is nondischargeable.16 The burden of proving a ground for objection is on the objecting party.17 The burden may be met under a preponderance of the evidence standard.18

While federal law controls the issue of nondischargeability, a determination of the existence and amount of the underlying debt is controlled by state law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable state statute of limitations.

I Lisa Janco had applied for a government program for the State of California for various years 2016 -2019 The state approved me and would pay the property taxes for these years and in return you pay them back 7% Interest on the funds. I was approved for the program Di-Tech paid the property taxes out of my impound account then when Di-Tech received the Government funding they were instructed by the State of California to return them back to Lisa Janco.

Di-Tech was to close the impound account and reduce the monthly payment to Principle and Interest only Approx. 1025.00 a month the State was paying the property Tax's and the Escrow analysis was to be run and the impound account closed in July 2017. Di-Tech acknowledged they had the funds for 10 months as I was being charged 7 % interest on the funds . The Tax Dept was closing the impound account and was to send a check with the Government funds with 7 % interest that occurred due to their mistake. The check and analysis was to be sent Nov 1st 2017. When no check came I filed a complaint with the CFPB. Dec 2017 once I filed the complaint Di-Tech changed the $7000.00 credit to a $14,000.00 Debit in retaliation and sent a statement saying Approx.$14,000.00 was due . The evidence will show that changing a credit into a debit within 30 days is an act of fraud. The monthly payments were to be principal and Interest only approx. $1025.00 a month. Di-Tech finally responded to the complaint on January 30,2018.

The evidence will show I had the right to use a government program due to me being disabled and blind. The evidence will show from day 1 Di-Tech was not going to allow myself , Lisa Janco to use the Government program from 2016-2019. They charged the impounds for the Property Taxes in 2016-2017 and when Di-Tech received the Government funding used it and Di-Tech needs to account for the Government funding and account for the reason they refused to allow Myself Lisa Janco and her family from using the State Funding Program from 2016-2019. Ms. Janco has shown a plausible claim for relief under the ADA 503 and 504 under title iii the courts may order compensatory and punitive damages for discrimination. Under the ADA materials must be available for people with disability in alternate formats such as larger print format and accessibility. Under the Unruh act businesses cannot discriminate against people on the basis of a disability. The evidence will show Di- Tech mocking Ms. Janco for her disability and admissions to the CFPB complaint # 170214-2708093 on Dec 13th 2017. Di- Tech made an admission to the CFPB that they were reaching out to their print vendor

for larger font and have no idea when this will be available for Ms. Janco violates the ADA Laws and the fact that Di-Tech can blow up certain items but put important papers in micro font proves malice and milieus behavior from Di-Tech in the same complaint admits they received the State of California in November of 2016 then say the future disbursements of them were invalid. The same complaint to the CFPB ; Di-Tech also states that Ms. Janco Only needed to pay principal and interest of Approx. $1101.00 a month . Ms. Janco did not need any modification; and the fact that Di-Tech put the modification paper work in micro font is just another example of Di-Techs attempt to defraud Ms. Janco due to her being Blind. Ms. Janco has the Statement from Di-Tech dated Dec 2017 after she made the complaint to the CFPB the statement shows the $7000.00 credit now turned into a $11,683.21. This type of behavior reflects retaliation against Ms. Janco for filing the complaint to the CFPB. The same statement shows as proof that instead of Di-Tech running the escrow analysis for July 2017 and issuing the overage and closing the escrow account while Ms. Janco used the government program. This behavior violates Federal Law R.E.S.P.A, Ms. Janco also has evidence of $13,000.00 and $14,000.00 in her Impound account which violates the Impound Laws of a 2 month pad. The fact that Di-Tech knew Ms. Janco's house was 65% paid off and she was not 2 years late on property Tax's gave Di-Tech no right to force Ms. Janco to have an impound account when her Property Taxes were going to be paid by the State of California. Di-Tech agreed and acknowledged that Ms. Janco was using The Government Program agreed to close the Impounds and send Ms. Janco a check by Nov1, 2017. Instead Di-Tech was trying to defraud Ms. Janco of her Home of 30 years which was worth $650,000.00 and Blind equipped. They were attempting to charge her $ 1,610.00 which is in fact over charging Ms. Janco and refusing to allow her to use the State Program and refusing to provide evidence of where the Government Funding went while Ms. Janco was being charged 7% interest from the program. The Los Angeles Consumer and Business Affairs started an Investigation complaint # RE 18-04346 Di-Tech account # 32757411 Investigator Ms. Jovellanos Dated July 2018 in this complaint was a reference to the ongoing CFPB Complaint filed Dec 13, 2017. In this complaint Di-Tech makes an astounding and malicious statement to the investigator in writing Quote It APPEARS THAT MS.JANCO DOES NOT BELIEVE SHE SHOULD BE MAKING MONTHLY ESCROW DEPOSITS FOR PROPERTY TAXES . In Nov 2016 and March of 2017 we received payments from the State Of California for Ms. Janco's partial homestead

exemption due to her disability. Di-Tech than states that we have not received any more funds from the State of California for her Property Taxes. Upon further Investigation we were able to locate a property Tax annual statement of Postponed Property Taxes letter from the State Of California dated May 23, 2018 . (enclosed) Please note this tax postponement letter or any of the approval letters that we have received is not sufficient to remove her Property tax escrow . This statement is a very powerful statement. Di-Tech refused to allow Ms. Janco to use the Government Program no matter what violating her civil rights and received and embezzled the State Of California's Funding had the Tax statement showing the interest owed to California and still kept the funding. Di-Tech than states WE SYMPATHIZE WITH MS. JANCO'S SITUATION AND ARE WILLING TO REVIEW THE ACCOUNT. Blowing up certain Items in Question to 2000 size font but other important documents in Micro font. Under Title iii Of the Americans with Disabilities Act (ADA) Prohibits disability based discrimination of businesses and known as public accommodations. Businesses must provide reasonable accommodations to individuals with disabilities and ensure they have equal rights to services. California Law provides protections The Unruh Civil rights Act and the Disabled Person's Act Prohibit discrimination by any business establishment. Government Code Section 11135 prohibits discrimination any violation of the Title iii is a violation of State and Federal Law.(Gov Code 11135) No person's may be denied the benefits or be discriminated under any program funded directly or assisted financially by the State. (Civ Code 54) A violation of the ADA will also be a violation of this section (Gov Code 12948) Under the Unruh Act you may file a lawsuit to recover damages (Civ Code 52)

Any person or groups conduct is intended to deny the full exercise of the rights guaranteed under the Unruh Act may file suit under (Civ. code 51 et seq) A violation of the ADA. Is also a violation of the Unruh Act. (Civ.Code,51,subd.(f).)

The evidence will show that Di-Tech was under Investigation from Dec 2017 until now for Mis-appropriation of Government funding and Embezzlement and violating ADA Laws, Fair Trade act ,Fair Credit reporting act and RESPA, Lying under penalty of perjury that I owed a debt that I did not owe. Violating my Civil rights to use a Government Program that I was approved for . Admissions in writing to CFPB in writing is very strong evidence in any court and admitting to violating the ADA laws and violating Ms. Janco's civil rights and discrimination and admitting in

Government reports to violating these laws . The L.A. Consumer and Business Affairs Ms. Jove llanos will testify on Ms. Janco's account to the facts of this case. Ms. Jovellanos asked Di-Tech to produce the Escrow analysis for 2017 and also to produce the CSE insurance money account #32757411 Claim number: 00543933 Insurance policy CAH1067071 Insurance check:0695240 The Investigator requested this on June 28, 2019. Di-Tech refused to provide these things along with a reason why they had Pockets of money in suspense accounts. The State of California needs to be paid back with interest and Di-Tech must account for it. In criminal law there are sections prohibiting misuse or theft of government or public funds see sections 18 U.S.C . § 643, 644, 648, 649, 650, 651, 652, and 653, In criminal law, misappropriation, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a trustee or by any person responsible to care... they may have custody and control but not ownership and when the owner ask for it back and they say no it becomes the crime of embezzlement. In the State of California embezzlement 18 U.S.C.. § 643 and Mis-appropriation of Government funding is a federal felony U.S.C.. § 653 and must only be used for the purpose it was intended for 2016 and 2017 Property Taxes. If Ms. Janco was approved for 2017 and 2018 than the same holds true. If Di-Tech put it in any account they have an obligation under the law to account for the Government funding. The Department of Justice has opened a case they contacted Ms. Janco on January 21,2021. The Adversary Proceeding number 20-01051 was given along with Di-Tech Bankruptcy case number. 10-10412. The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators . Department Of Justice Complaint # 32121-RDG.

What Di-Tech was unaware of is that a another Government agencies was also keeping track of Ms. Janco's Mortgage payments Freddy Mac Program Keep your Home California. The document Ms. Janco submitted to the court as an exhibit is marked "SATIFIED in RED" Ink with a date of 05/2018 as proof that Ms. Janco was never late or that would not state SATISFIED.

The evidence will show that Di-Tech was doing the following: Failure to apply payments promptly, Payment mis-application, Escrow errors, Wrongful foreclosure, Failing to provide information and/or failing to correct errors regarding the serving of the borrowers mortgage loans. Mis-appropriation of

Government funding and embezzlement of Ms. Janco's funds. Ruining her credit forcing Ms. Janco to sell her house one day before auction in order to avoid a wrongful foreclosure to be added to Ms. Janco's credit report. The only thing Ms. Janco wanted to do was to use a Government program that she was approved for and should have been allowed to benefit from. Instead Di-Tech broke laws Federal and State and forced Ms. Janco to sell her house due to fraud. Di-Tech knew that they were under Investigation before filing for bankruptcy and during Bankruptcy Proceedings they continued their illegal activities. They are still under Investigation by the Dept of Justice for the various things in Ms. Janco's complaint. You may not intentionally hurt or cause milieus and harm to another and commit crimes and run to the Bankruptcy court for safety these things abuse the Bankruptcy system.

Under bankruptcy Law A. False Statements, 11 U.S.C. § 523(a)(2)

A debt, extension, or renewal of credit is nondischargeable to the extent it was obtained by "false

pretenses, a false representation, or actual fraud" (other than a fraudulent financial statement).21 Most

courts hold that it is not necessary to show the debtor obtained direct benefit from the fraudulent

conduct.22

A prima facie case under 11 USC § 523(a)(2)(A)23 requires a showing that: (1) the defendant

made representations; (2) the defendant knew them to be false when they made them; (3) the debtor made

the representations with the intent and purpose to deceive the plaintiff; (4) the plaintiff justifiably relied

on the representations; and (5) as a result, the plaintiff sustained damage.24 These elements are virtually

identical to the elements of common law or actual fraud.25 Fraudulent "[I]intent may properly be inferred

from the totality of the circumstances and the conduct of the person accused."26

Only justifiable reliance is required under 11 U.S.C. § 523(a)(2),

27 which is less demanding than

the reasonable reliance required for actual fraud under California law.28 The standard "turns on a person's

knowledge under the particular circumstances."29 "Justification is a matter of the qualities and

characteristics of the particular plaintiff, and the circumstances of the particular case, rather than of the

application of a community standard of conduct to all cases."30 "[A] person is justified in relying on a

representation of fact 'although he might have ascertained the falsity of the representation had he made an

investigation.'"31

If the false statement involves the use of financial statements, slightly different requirements are

involved.32 Section 523(a)(2)(B) applies to use of a statement in writing—

(i) that is materially false;

(ii) respecting the debtor's or an insider's financial condition;

(iii) on which the creditor to whom the debtor is liable for such money, property,

services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.33

Examples of common non discharge ability complaints by the United States include certain types of

21 11 USC § 523(a)(2)(A) (2012) (amended 2016). 22 See Muegler v. Bening, 413 F.3d 980, 983-84 (9th Cir. 2005). 23 § 523(a)(2)(A). 24 Younie v. Gonya (In re Younie), 211 B.R. 367, 373 (B.A.P. 9th Cir. 1997); see also Providian Bancorp v. Bixel

(In re Bixel), 215 B.R. 772, 776-77 (Bankr. S.D. Cal. 1997); citing Field v. Mans (In re Field), 516 U.S. 59, 74-75

(1995) (holding that "§ 523(a)(2)(A) requires justifiable, but not reasonable, reliance"). 25 In re Younie, 211 B.R. at 374; Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 820 (B.A.P. 9th Cir.

1999). 26 See Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1206 (9th Cir. 2010); citing Kaye v.

Rose (In re Rose), 934 F.2d 901, 904 (7th Cir. 1991). 27 11 U.S.C. § 523(a)(2) (2012) (amended 2016). 28 In re Field, 516 U.S. 59, 61 (1995). 29 Citibank, N.A. v. Eashai (In re Eashai), 87 F.3d 1082, 1090 (9th Cir. 1996). 30 RESTATEMENT (SECOND) OF TORTS § 545A CMT. B (AM. LAW INST., 1977); quoted in Field v. Mans (In re Field),

516 U.S. 59, 71 (1995). 31 In re Field, 415 U.S. at 70. 32 See § 523(a)(2)(B); In re Field, 516 U.S. at 69. 33 11 U.S.C. § 523(a)(2)(B) (2012) (amended 2016).

Fiduciary Fraud under the bankruptcy code B. Defalcation or Larceny Misappropriation, 11 U.S.C. § 523(a)(4)

Section 523(a)(4) of Title 11 of the United States Bankruptcy Code provides that an individual is not discharged "from any debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement,

or larceny."35 The fiduciary capacity requirement applies only to debts for fraud or defalcation.

Embezzlement and larceny do not require the existence of a fiduciary relationship.36

"Embezzlement" within the meaning of § 523(a)(4) "requires three elements: '(1) property

rightfully in the possession of the nonowner; (2) nonowner's appropriation of the property to a use other

than that for which [it] was entrusted; and (3) circumstances indicating fraud.'"37 The elements of larceny

differ only in that a larcenous debtor has come into possession of funds wrongfully.38

C. Willful and Malicious Injury, 11 U.S.C. § 523(a)(6)

Debts for the debtor's "willful and malicious injury" to another entity, or the property of another

entity, are nondischargeable except in chapter 13 cases where the debtor completes all plan payments and

obtains a full compliance discharge.39

Under section 523(a)(6) of the Bankruptcy Code, the plaintiff must show that the injury was both

willful and malicious.40 The term willful means a deliberate or intentional act.41 "A 'malicious' injury

involves (1) a wrongful act; (2) done intentionally; (3) which necessarily causes injury; and (4) is done

without just cause or excuse."42

Determining the intent aspect of a malicious injury is a subjective standard, focusing on the

debtor's state of mind.43 The debtor must have the subjective intent to harm or the belief that harm is

substantially certain.44 In the case of a conversion that is both intentional and "willful—malice may be

inferred from the nature of the wrongful act."45

34 See e.g. United States v. Hall (In re Hall), 515 B.R. 515, 520 (Bankr. S.D. W.Va. 2014) (debtor not entitled to

discharge for disability overpayment obtained from SSA through silence regarding return to work).

35 § 523(a)(4). 36 See Cal-Micro, Inc. v. Cantrell (In re Cantrell), 329 F.3d 1119, 1125 (9th Cir. 2003); see also Lewis v. Scott (In re

Lewis), 97 F.3d 1182, 1185 (9th Cir. 1996); Transamerica Commercial Fin. Corp. v. Littleton (In re Littleton), 942

F.2d 551, 555 (9th Cir. 1991). 37 In re Littleton, 942 F.2d at 555; citing Hoffman v. Hoffman (In re Hoffman), 70 B.R. 155, 162 (Bankr. W.D. Ark.

1986). 38 U-Save Auto Rental of Am. v. Mickens (In re Mickens), 312 B.R. 666, 680 (Bankr. N.D. Cal. 2004); Ormsby v.

First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1205 (9th Cir. 2010) (larceny may be determined by

federal common law as a "felonious taking of another's personal property with intent to convert it or deprive the

owner of the same.").

39 11 U.S.C. § 523(a)(6) (2012) (amended 2016), 11 U.S.C. § 1328(a) (2012). 40 Baldwin v. Kilpatrick (In re Baldwin), 249 F.3d 912, 917 (9th Cir. 2001). 41 Brown v. Brown (In re Brown), 331 B.R. 243, 250 (Bankr. W.D. Va. 2005). 42 Carrillo v. Su (In re Su), 290 F.3d 1140, 1146-47 (9th Cir. 2002); see Petralia v. Jercich (In re Jercich), 238 F.3d

1202, 1209 (9th Cir. 2001) (citing Bammer v. Bammer (In re Bammer), 131 F.3d 788, 791 (9th Cir.1997)). 43 In re Su, 290 F.3d at 1144-46. 44 Id. at 1144. 45 Thiara v. Spycher Brothers (In re Thiara), 285 B.R. 420, 434 (2002) (citation omitted).

Ms. Janco is asking for remedies and damages from Di-Tech for hurting her and her family. She is asking for the replacement of her house blind equipped and punitive and compensatory damages for the unnecessary pain and harm Malicious Intent and mocking her disability while stealing her monies. Inflicted by Walter Management Holding Company LLC Di-Tech LLC & Affiliates, (9818) DBA: Greentree LLC. (5864) Di-Tech Holding Company LLC (6868)

Due to the Criminal Conduct of the Debtors committing Federal Felonies in California their Cruel and Intentional bad behavior .Ms. Janco also wants damages for 6 years of emotional destress to Ms. Janco and her family Fiduciary Fraud, Actual Fraud , Larceny, Grand Theft, Embezzlement of The State Of California Property Tax Program State Controller's Office Government Funding/Public Funding . Bad Faith, Breach of Contract, Unfair Business Practices California has the strictest Laws on committing fraud on a blind person for financial gain. Discrimination against Ms. Janco to use the Government program for the Blind

breaking ADA laws and the federal UNRUH Act in California. The Disability Discrimination Act. The Retaliation Act or Coercion 36.206, 36.207. Blackmail and Extortion Trying to Extort Money that Ms. Janco did not owe that was clearly Documented up to the amount of $43000.00 Fraudulent Invoices sent to the Fraud Investigator. Embezzle ling The CSE Insurance Funding from 2015 until 2021 will not provide accounting ,Interest or receipt. Bankruptcy Crimes and Bankruptcy Fraud. By Walter Management LLC, DBA Di-Tech LLC. Filing Fraudulent Instruments in Los Angeles County Tied to Financial Means. Fraudulent Foreclosure 06/2019- 07/2019. While Under Investigation by CFPB, and Los Angeles Consumer and Business Affairs for Mortgage Fraud and Embezzling Government/ Public Funding for the Blind. Deliberately with Malice Mock and reported a Foreclosure on Ms. Janco's Credit Report Knowing Ms. Janco sold the House and Paid in Full to ruin Ms. Janco's Credit for 10 Years,

Ms. Janco Is Pressing Criminal Charges for Forging Documents and authorization and RELEASE with a "WET Signature from Ms. Janco as Stated in The CONSUMER AND BUSINESS Los Angeles file breaking into Mrs. Janco's SCO ACCOUNT 100-1167 and paying off the loan all the way back to 2004 to release the lien that was on Ms. Janco's house for the use of the government funding that Di-Tech embezzled and never let Ms. Janco use the loan money that was dispersed in 2017 with 7% interest and in her name and then using the mail to have the release of lien not sent to the LA investigator who was investigating the embezzlement of the government funding that Ms. Janco was trying to use the program from 2016 to 2019 the only reason Di-Tech wanted access to the loan account was to embezzle the government loan money back in to the State Controller's office the only way to do that was to forge documentation they concealed that they were under Investigation by LA County Fraud investigator for embezzling the government and public funding. Di-Tech and affiliates purposely with intent to cause harm and fraud had the documents sent to an address other than Ms. Janco who was the claimant and owner of the loan account they pull these federal crimes January 30, 2019 11 days before filing in New York Bankruptcy Court Southern District to avoid litigation and prosecution by LA County Bot investigator.

Reference Real Estate "RUSH" (LISA JANCO) REPORT:

ATTENTION: CHELO JOVELLANOS, INVESTIGATOR

500 West Temple Street,Room B—96

Los Angeles,Ca. 90012-2706

LA COUNTY RE: 18-04346

DI-TECH FINANCIAL LLC< ACCOUNT NUMBER :# 32757411

State Controller's Office (SCO)LISA JANCO LOAN SCO #1001167
The Controller is the Chief Fiscal Officer of California, the sixth-largest economy in the world. Elected every four years, the Controller is responsible for accountability and disbursement of the state's financial resources. The Controller also safeguards many types of property until claimed by the rightful owners, and has independent auditing authority over government agencies that spend state funds. The Controller helps administer two of the nation's largest public pension funds, and serves on 70 state boards and commissions with authority ranging from state public land management to crime victim compensation.

Website Contact
General Information: 916-445-3028
Hearing Impaired: 916-322-4404
Fax Number: 916-322-4404

Twitter Information for State Controller's Office

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Twitter Information for State Controller's Office
Facebook Information for State Controller's Office
YouTube Information for State Controller's Office
Set location to show nearby results
Locations Near You

Facebook Information for State Controller's Office
YouTube Information for State Controller's Office
Set location to show nearby results
Locations Near You

CFPB: CONSUMER FINANCIAL PROTECTION BUREAU:

the Consumer Financial Protection Bureau is a US government agency and make sure banks, lenders, and other financial companies treat you fairly enforcement consumer finance.gov.

Complaint filed December 13, 2017 by Lisa Janco via CFPB portal

42103 CAPISTRANO PLACE, Lancaster, California. 93536 – 7316

re-: Ditech Financial LLC 345 Street. Peter Street, Suite 1400, St. Paul, MN. 55102

telephone numbers

T 651-293-4800

F 651 – 293 – 5818

ditech.com

January 30, 2018

re-:" CFPB"case number: 170214 – 270-8093

"Ditech" account number: 32757411

Complaint: Dear Ms. Janco: we are in receipt of the complaint you filed via the CFPB portal regarding the font size appearing in your monthly billing statement(and other correspondence) in your account status following the misapplication of one or more of your monthly payments in 2016 to escrow. Ditech takes this complaint seriously in response to your concern regarding the font size appearing on your monthly billing statements, please note that we have reached out to our print vendor to implement a larger font size on your monthly billing statement. Our print vendor is still investigating our request and has not yet confirmed when this larger font size will be available. If ever in response to your concern regarding your monthly property tax being paid by the State of California, please note that we did receive refunds of the property taxes paid by the State of California March 23, 2017 to Payments($one, 941. 66) our notes suggest that you may have received a partial homestead exemption for these disbursements I encourage you to reach out to the stated California to determine whether there is anything more you need to do to make sure future disbursements are valid. Your monthly principal and interest will remain$1101.00 a Month. If the California state laws state a lender cannot force you to have impounds or fire Hazard Insurance unless your two years behind paying the property taxes to the tax authority as included in the court file since Ms. Janco was approved for the California state property tax loan program Di-Tech was violating state and federal law to not allow me to use the program and to try and force me to have property taxes in impounds when It violates California state law California laws were explained to Ditech on numerous occasions by government agencies especially Chelo Jovellanos and her supervisor they were sent in writing to Di-tech and affiliates. DI-Tech was using the Impounds as a Vehicle to comingle , move funding around and

Embezzle payments made on time and The State Of California Property Tax Loan Program that Ms. Janco was approved for 2016-2017.The Impounds were to be close July 2017.

California Penal Code 532f describes the crime of mortgage fraud, which is also commonly called real estate fraud.

This statute applies to anyone involved in a mortgage transaction, including the lender, borrower, along with others who participate in the process.

PC 532f applies to anyone in a fraudulent mortgage transaction, also known as real estate fraud.

PC 532f covers not only residential mortgage loan transactions, but also commercial and other forms of credit.

Put simply, mortgage fraud occurs when somebody commits a fraudulent act directly related to the purchase, sale, rental or financing of real estate property.

These laws cover a wide array of conduct involving housing, rental agreements, mortgages, and foreclosures. They provide penalties for anyone who deliberately provide false representation connected to any part of a real estate transaction.

Anyone convicted of mortgage fraud will face harsh penalties, including jail time, fines, and restitution.

A conviction will normally require defendants to pay restitution to the victim. Some common examples of real estate and mortgage fraud include:

- foreclosure fraud,
- filing forged documents,
- predatory lending schemes,

DEFINITION OF PC 532F PC MORTGAGE FRAUD

California Penal Code § 532f PC states that you can be charged with mortgage fraud if, "with the intent to defraud," you:

- deliberately make any inaccurate or misleading statements during the mortgage lending process;
- intentionally omit relevant information during the mortgage lending process that it be relied on by mortgagee
- receive funds as a result of information you knew to be false;
- file documents containing the information you know to be false during the mortgage lending process.

F.2d 551, 555 (9th Cir. 1991). 37 In re Littleton, 942 F.2d at 555; citing Hoffman v. Hoffman (In re Hoffman), 70 B.R. 155, 162 (Bankr. W.D. Ark.

1986). 38 U-Save Auto Rental of Am. v. Mickens (In re Mickens), 312 B.R. 666, 680 (Bankr. N.D. Cal. 2004); Ormsby v.

First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1205 (9th Cir. 2010) (larceny may be determined by

federal common law as a "felonious taking of another's personal property with intent to convert it or deprive the

owner of the same.").

39 11 U.S.C. § 523(a)(6) (2012) (amended 2016), 11 U.S.C. § 1328(a) (2012). 40 Baldwin v. Kilpatrick (In re Baldwin), 249 F.3d 912, 917 (9th Cir. 2001). 41 Brown v. Brown (In re Brown), 331 B.R. 243, 250 (Bankr. W.D. Va. 2005). 42 Carrillo v. Su (In re Su), 290 F.3d 1140, 1146-47 (9th Cir. 2002); see Petralia v. Jercich (In re Jercich), 238 F.3d

1202, 1209 (9th Cir. 2001) (citing Bammer v. Bammer (In re Bammer), 131 F.3d 788, 791 (9th Cir.1997)). 43 In re Su, 290 F.3d at 1144-46. 44 Id. at 1144. 45 Thiara v. Spycher Brothers (In re Thiara), 285 B.R. 420, 434 (2002) (citation omitted).

Ms. Janco is asking for remedies and damages from Di-Tech for hurting her and her family. She is asking for the replacement of her house blind equipped and punitive and compensatory damages for the unnecessary pain and harm Malicious Intent and mocking her disability while stealing her monies. Inflicted by Walter Management Holding Company LLC Di-Tech LLC & Affiliates, (9818) DBA: Greentree LLC. (5864) Di-Tech Holding Company LLC (6868)

Due to the Criminal Conduct of the Debtors committing Federal Felonies in California their Cruel and Intentional bad behavior .Ms. Janco also wants damages for 6 years of emotional destress to Ms. Janco and her family Fiduciary Fraud, Actual Fraud , Larceny, Grand Theft, Embezzlement of The State Of California Property Tax Program State Controller's Office Government Funding/Public Funding . Bad Faith, Breach of Contract, Unfair Business Practices California has the strictest Laws on committing fraud on a blind person for financial gain. Discrimination against Ms. Janco to use the Government program for the Blind

C. Willful and Malicious Injury, 11 U.S.C. § 523(a)(6)

Debts for the debtor's "willful and malicious injury" to another entity, or the property of another

entity, are nondischargeable except in chapter 13 cases where the debtor completes all plan payments and

obtains a full compliance discharge.39

Under section 523(a)(6) of the Bankruptcy Code, the plaintiff must show that the injury was both

willful and malicious.40 The term willful means a deliberate or intentional act.41 "A 'malicious' injury

involves (1) a wrongful act; (2) done intentionally; (3) which necessarily causes injury; and (4) is done

without just cause or excuse."42

Determining the intent aspect of a malicious injury is a subjective standard, focusing on the

debtor's state of mind.43 The debtor must have the subjective intent to harm or the belief that harm is

substantially certain.44 In the case of a conversion that is both intentional and "willful—malice may be

inferred from the nature of the wrongful act."45

34 See e.g. United States v. Hall (In re Hall), 515 B.R. 515, 520 (Bankr. S.D. W.Va. 2014) (debtor not entitled to

discharge for disability overpayment obtained from SSA through silence regarding return to work).

35 § 523(a)(4). 36 See Cal-Micro, Inc. v. Cantrell (In re Cantrell), 329 F.3d 1119, 1125 (9th Cir. 2003); see also Lewis v. Scott (In re

Lewis), 97 F.3d 1182, 1185 (9th Cir. 1996); Transamerica Commercial Fin. Corp. v. Littleton (In re Littleton), 942

(In re Bixel), 215 B.R. 772, 776-77 (Bankr. S.D. Cal. 1997); citing Field v. Mans (In re Field), 516 U.S. 59, 74-75

(1995) (holding that "§ 523(a)(2)(A) requires justifiable, but not reasonable, reliance"). 25 In re Younie, 211 B.R. at 374; Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 820 (B.A.P. 9th Cir.

1999). 26 See Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1206 (9th Cir. 2010); citing Kaye v.

Rose (In re Rose), 934 F.2d 901, 904 (7th Cir. 1991). 27 11 U.S.C. § 523(a)(2) (2012) (amended 2016). 28 In re Field, 516 U.S. 59, 61 (1995). 29 Citibank, N.A. v. Eashai (In re Eashai), 87 F.3d 1082, 1090 (9th Cir. 1996). 30 RESTATEMENT (SECOND) OF TORTS § 545A CMT. B (AM. LAW INST., 1977); quoted in Field v. Mans (In re Field),

516 U.S. 59, 71 (1995). 31 In re Field, 415 U.S. at 70. 32 See § 523(a)(2)(B); In re Field, 516 U.S. at 69. 33 11 U.S.C. § 523(a)(2)(B) (2012) (amended 2016).

Fiduciary Fraud under the bankruptcy code B. Defalcation or Larceny Misappropriation, 11 U.S.C. § 523(a)(4)

Section 523(a)(4) of Title 11 of the United States Bankruptcy Code provides that an individual is not discharged "from any debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement,

or larceny."35 The fiduciary capacity requirement applies only to debts for fraud or defalcation.

Embezzlement and larceny do not require the existence of a fiduciary relationship.36

"Embezzlement" within the meaning of § 523(a)(4) "requires three elements: '(1) property

rightfully in the possession of the nonowner; (2) nonowner's appropriation of the property to a use other

than that for which [it] was entrusted; and (3) circumstances indicating fraud.'"37 The elements of larceny

differ only in that a larcenous debtor has come into possession of funds wrongfully.38

Only justifiable reliance is required under 11 U.S.C. § 523(a)(2),

27 which is less demanding than

the reasonable reliance required for actual fraud under California law.28 The standard "turns on a person's

knowledge under the particular circumstances."29 "Justification is a matter of the qualities and

characteristics of the particular plaintiff, and the circumstances of the particular case, rather than of the

application of a community standard of conduct to all cases."30 "[A] person is justified in relying on a

representation of fact 'although he might have ascertained the falsity of the representation had he made an

investigation.'"31

If the false statement involves the use of financial statements, slightly different requirements are

involved.32 Section 523(a)(2)(B) applies to use of a statement in writing—

(i) that is materially false;

(ii) respecting the debtor's or an insider's financial condition;

(iii) on which the creditor to whom the debtor is liable for such money, property,

services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.33

Examples of common non discharge ability complaints by the United States include certain types of

21 11 USC § 523(a)(2)(A) (2012) (amended 2016). 22 See Muegler v. Bening, 413 F.3d 980, 983-84 (9th Cir. 2005). 23 § 523(a)(2)(A). 24 Younie v. Gonya (In re Younie), 211 B.R. 367, 373 (B.A.P. 9th Cir. 1997); see also Providian Bancorp v. Bixel

Government funding and embezzlement of Ms. Janco's funds. Ruining her credit forcing Ms. Janco to sell her house one day before auction in order to avoid a wrongful foreclosure to be added to Ms. Janco's credit report. The only thing Ms. Janco wanted to do was to use a Government program that she was approved for and should have been allowed to benefit from. Instead Di-Tech broke laws Federal and State and forced Ms. Janco to sell her house due to fraud. Di-Tech knew that they were under Investigation before filing for bankruptcy and during Bankruptcy Proceedings they continued their illegal activities. They are still under Investigation by the Dept of Justice for the various things in Ms. Janco's complaint. You may not intentionally hurt or cause milieus and harm to another and commit crimes and run to the Bankruptcy court for safety these things abuse the Bankruptcy system.

Under bankruptcy Law A. False Statements, 11 U.S.C. § 523(a)(2)

A debt, extension, or renewal of credit is nondischargeable to the extent it was obtained by "false

pretenses, a false representation, or actual fraud" (other than a fraudulent financial statement).21 Most

courts hold that it is not necessary to show the debtor obtained direct benefit from the fraudulent

conduct.22

A prima facie case under 11 USC § 523(a)(2)(A)23 requires a showing that: (1) the defendant

made representations; (2) the defendant knew them to be false when they made them; (3) the debtor made

the representations with the intent and purpose to deceive the plaintiff; (4) the plaintiff justifiably relied

on the representations; and (5) as a result, the plaintiff sustained damage.24 These elements are virtually

identical to the elements of common law or actual fraud.25 Fraudulent "[I]intent may properly be inferred

from the totality of the circumstances and the conduct of the person accused."26

Government reports to violating these laws . The L.A. Consumer and Business Affairs Ms. Jove llanos will testify on Ms. Janco's account to the facts of this case. Ms. Jovellanos asked Di-Tech to produce the Escrow analysis for 2017 and also to produce the CSE insurance money account #32757411 Claim number: 00543933 Insurance policy CAH1067071 Insurance check:0695240 The Investigator requested this on June 28, 2019. Di-Tech refused to provide these things along with a reason why they had Pockets of money in suspense accounts. The State of California needs to be paid back with interest and Di-Tech must account for it. In criminal law there are sections prohibiting misuse or theft of government or public funds see sections 18 U.S.C . § 643, 644, 648, 649, 650, 651, 652, and 653, In criminal law, misappropriation, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a trustee or by any person responsible to care... they may have custody and control but not ownership and when the owner ask for it back and they say no it becomes the crime of embezzlement. In the State of California embezzlement 18 U.S.C.. § 643 and Mis-appropriation of Government funding is a federal felony U.S.C.. § 653 and must only be used for the purpose it was intended for 2016 and 2017 Property Taxes. If Ms. Janco was approved for 2017 and 2018 than the same holds true. If Di-Tech put it in any account they have an obligation under the law to account for the Government funding. The Department of Justice has opened a case they contacted Ms. Janco on January 21,2021. The Adversary Proceeding number 20-01051 was given along with Di-Tech Bankruptcy case number. 10-10412. The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators . Department Of Justice Complaint # 32121-RDG.

What Di-Tech was unaware of is that a another Government agencies was also keeping track of Ms. Janco's Mortgage payments Freddy Mac Program Keep your Home California. The document Ms. Janco submitted to the court as an exhibit is marked "SATIFIED in RED" Ink with a date of 05/2018 as proof that Ms. Janco was never late or that would not state SATISFIED.

The evidence will show that Di-Tech was doing the following: Failure to apply payments promptly, Payment mis-application, Escrow errors, Wrongful foreclosure, Failing to provide information and/or failing to correct errors regarding the serving of the borrowers mortgage loans. Mis-appropriation of

exemption due to her disability. Di-Tech than states that we have not received any more funds from the State of California for her Property Taxes. Upon further Investigation we were able to locate a property Tax annual statement of Postponed Property Taxes letter from the State Of California dated May 23, 2018 . (enclosed) Please note this tax postponement letter or any of the approval letters that we have received is not sufficient to remove her Property tax escrow . This statement is a very powerful statement. Di-Tech refused to allow Ms. Janco to use the Government Program no matter what violating her civil rights and received and embezzled the State Of California's Funding had the Tax statement showing the interest owed to California and still kept the funding. Di-Tech than states WE SYMPATHIZE WITH MS. JANCO'S SITUATION AND ARE WILLING TO REVIEW THE ACCOUNT. Blowing up certain Items in Question to 2000 size font but other important documents in Micro font. Under Title iii Of the Americans with Disabilities Act (ADA) Prohibits disability based discrimination of businesses and known as public accommodations. Businesses must provide reasonable accommodations to individuals with disabilities and ensure they have equal rights to services. California Law provides protections The Unruh Civil rights Act and the Disabled Person's Act Prohibit discrimination by any business establishment. Government Code Section 11135 prohibits discrimination any violation of the Title iii is a violation of State and Federal Law.(Gov Code 11135) No person's may be denied the benefits or be discriminated under any program funded directly or assisted financially by the State. (Civ Code 54) A violation of the ADA will also be a violation of this section (Gov Code 12948) Under the Unruh Act you may file a lawsuit to recover damages (Civ Code 52)

Any person or groups conduct is intended to deny the full exercise of the rights guaranteed under the Unruh Act may file suit under (Civ. code 51 et seq) A violation of the ADA. Is also a violation of the Unruh Act. (Civ.Code,51,subd.(f).)

The evidence will show that Di-Tech was under Investigation from Dec 2017 until now for Mis-appropriation of Government funding and Embezzlement and violating ADA Laws, Fair Trade act ,Fair Credit reporting act and RESPA, Lying under penalty of perjury that I owed a debt that I did not owe. Violating my Civil rights to use a Government Program that I was approved for . Admissions in writing to CFPB in writing is very strong evidence in any court and admitting to violating the ADA laws and violating Ms. Janco's civil rights and discrimination and admitting in

for larger font and have no idea when this will be available for Ms. Janco violates the ADA Laws and the fact that Di-Tech can blow up certain items but put important papers in micro font proves malice and milieus behavior from Di-Tech in the same complaint admits they received the State of California in November of 2016 then say the future disbursements of them were invalid. The same complaint to the CFPB ; Di-Tech also states that Ms. Janco Only needed to pay principal and interest of Approx. $1101.00 a month . Ms. Janco did not need any modification; and the fact that Di-Tech put the modification paper work in micro font is just another example of Di-Techs attempt to defraud Ms. Janco due to her being Blind. Ms. Janco has the Statement from Di-Tech dated Dec 2017 after she made the complaint to the CFPB the statement shows the $7000.00 credit now turned into a $11,683.21. This type of behavior reflects retaliation against Ms. Janco for filing the complaint to the CFPB. The same statement shows as proof that instead of Di-Tech running the escrow analysis for July 2017 and issuing the overage and closing the escrow account while Ms. Janco used the government program. This behavior violates Federal Law R.E.S.P.A, Ms. Janco also has evidence of $13,000.00 and $14,000.00 in her Impound account which violates the Impound Laws of a 2 month pad. The fact that Di-Tech knew Ms. Janco's house was 65% paid off and she was not 2 years late on property Tax's gave Di-Tech no right to force Ms. Janco to have an impound account when her Property Taxes were going to be paid by the State of California. Di-Tech agreed and acknowledged that Ms. Janco was using The Government Program agreed to close the Impounds and send Ms. Janco a check by Nov1, 2017. Instead Di-Tech was trying to defraud Ms. Janco of her Home of 30 years which was worth $650,000.00 and Blind equipped. They were attempting to charge her $ 1,610.00 which is in fact over charging Ms. Janco and refusing to allow her to use the State Program and refusing to provide evidence of where the Government Funding went while Ms. Janco was being charged 7% interest from the program. The Los Angeles Consumer and Business Affairs started an Investigation complaint # RE 18-04346 Di-Tech account # 32757411 Investigator Ms. Jovellanos Dated July 2018 in this complaint was a reference to the ongoing CFPB Complaint filed Dec 13, 2017. In this complaint Di-Tech makes an astounding and malicious statement to the investigator in writing Quote It APPEARS THAT MS.JANCO DOES NOT BELIEVE SHE SHOULD BE MAKING MONTHLY ESCROW DEPOSITS FOR PROPERTY TAXES . In Nov 2016 and March of 2017 we received payments from the State Of California for Ms. Janco's partial homestead

I Lisa Janco had applied for a government program for the State of California for various years 2016 -2019 The state approved me and would pay the property taxes for these years and in return you pay them back 7% Interest on the funds. I was approved for the program Di-Tech paid the property taxes out of my impound account then when Di-Tech received the Government funding they were instructed by the State of California to return them back to Lisa Janco.

Di-Tech was to close the impound account and reduce the monthly payment to Principle and Interest only Approx. 1025.00 a month the State was paying the property Tax's and the Escrow analysis was to be run and the impound account closed in July 2017. Di-Tech acknowledged they had the funds for 10 months as I was being charged 7 % interest on the funds . The Tax Dept was closing the impound account and was to send a check with the Government funds with 7 % interest that occurred due to their mistake. The check and analysis was to be sent Nov 1st 2017. When no check came I filed a complaint with the CFPB. Dec 2017 once I filed the complaint Di-Tech changed the $7000.00 credit to a $14,000.00 Debit in retaliation and sent a statement saying Approx.$14,000.00 was due . The evidence will show that changing a credit into a debit within 30 days is an act of fraud. The monthly payments were to be principal and Interest only approx. $1025.00 a month. Di-Tech finally responded to the complaint on January 30,2018.

The evidence will show I had the right to use a government program due to me being disabled and blind. The evidence will show from day 1 Di-Tech was not going to allow myself , Lisa Janco to use the Government program from 2016-2019. They charged the impounds for the Property Taxes in 2016-2017 and when Di-Tech received the Government funding used it and Di-Tech needs to account for the Government funding and account for the reason they refused to allow Myself Lisa Janco and her family from using the State Funding Program from 2016-2019. Ms. Janco has shown a plausible claim for relief under the ADA 503 and 504 under title iii the courts may order compensatory and punitive damages for discrimination. Under the ADA materials must be available for people with disability in alternate formats such as larger print format and accessibility. Under the Unruh act businesses cannot discriminate against people on the basis of a disability. The evidence will show Di- Tech mocking Ms. Janco for her disability and admissions to the CFPB complaint # 170214-2708093 on Dec 13th 2017. Di- Tech made an admission to the CFPB that they were reaching out to their print vendor

Walter Management Holding Company LLC (1008) and Affiliates DBA Greentree LLC. (5864) Di-Tech Holding Corporation LLC (5868) Walter Management Holding Company LLC. And Affiliates were under investigation in 2016 -2018 for Embezzling State Of California Property Tax Program and other charges by the CFPB filed in Dec 13,2017 asked the CFPB for a 90 Day Extension on reply to the Government Investigation Stating all collections would be Stopped . A Fraudulent Invoice Bill was sent for $ 11,000.00 -$ 14,000.00 to Ms. Janco when Ms. Janco was Promised a check would be sent Nov 01, 2017 when the check did not arrive Ms. Janco Filed a Complaint with the CFPB. Walter Management Holding Company LLC. (1008) Filed for Chapter 11 February 09, 2018 ,Chapter 11 WALTER INVESTMENT MANAGEMENT CORP: Case No. 17-13446 (JLG) Debtor.1

Without the CFPB (or) Ms. Janco this was Concealed from the Government Investigation. Ms. Janco was fighting to get the State of California PPT Loan Program funding back that was in Ms. Janco's name . Therefore The Government Funding that was Embezzled along with the CSE INSURANCE Funds that were Embezzled in 2015. Was entered into the SDNY BANKRUPTCY SYSTEM which is Stolen assets which is Bankruptcy Crimes than the Company changed Names to Di-Tech LLC. Where the Fraud continued on with Criminal Activity and while under Investigation.

A creditor may enforce the lien to recover the property secured by the lien even after a discharge is entered by the bankruptcy court.

III. Action to Determine Discharge ability

A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

A party seeking to except a debt from discharge under Section 523(a) (2), (4), or (6) of Title 11, must initiate an adversary proceeding in the bankruptcy court to obtain a judgement that the debt is nondischargeable.16 The burden of proving a ground for objection is on the objecting party.17 The burden may be met under a preponderance of the evidence standard.18

While federal law controls the issue of nondischargeability, a determination of the existence and amount of the underlying debt is controlled by state law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable state statute of limitations.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Lisa Janco Administration Proof of Claim 2585, Administration Proof of Claim 2919

Ditech Holding Corporation

Di-Tech LLC. CASE NO. 19-10412-jpg

Case Information

On February 11, 2019, Ditech Holding Corporation announced that it has entered into a Restructuring Support Agreement (the "RSA") with certain lenders holding more than 75% of Ditech Holding's term loans. The RSA provides for a restructuring of the Company's debt while the Company continues to evaluate strategic alternatives. Under the RSA, the Company will pursue a recapitalization that deleverages its capital structure by extinguishing over $800 million in corporate debt, and a liquidity enhancing transaction that includes an appropriately sized working capital facility at emergence. As contemplated by the RSA, the Company simultaneously continues to consider a broad range of options, including but not limited to potential transactions such as a sale of the Company and/or a sale of all or a portion of the Company's assets, as well as potential changes to the Company's business model.

To facilitate this financial restructuring, Ditech Holding Corporation and certain of its subsidiaries (together the "Company"), including Ditech Financial LLC and Reverse Mortgage Solutions, Inc., have filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

The Company and its employees remain focused on providing homeowners with the right home financing solutions and the same high-quality service they have come to expect from us.

The Company's case has been assigned to Judge James L. Garrity, Jr and Case No. 19-10412. The Docket can be accessed in the Dockets tab above or through the website maintained by the United States Bankruptcy Court for the Southern District of New York (www.nysb.uscourts.gov).

Additional information, including press releases and frequently asked questions, is available on the restructuring page of our website, (http://www.ditechholding.com).

Background

Additional information, including press releases and frequently asked questions, is available on the restructuring page of our website, (http://www.ditechholding.com).

to the lower right the micro-font was not even visible to the fraud investigator of the consumer and business financial affairs a vision sighted person was having a hard time reading what I found out later on the left-sided city received the statement but on the right side and the little tiny Microfont two payments would be missing see attached

Exhibit 1

Case Information (DOJ) (FBI)

On February 11, 2019, Ditech Holding Corporation announced that it has entered into a Restructuring Support Agreement (the "RSA") with certain lenders holding more than 75% of Ditech Holding's term loans. The RSA provides for a restructuring of the Company's debt while the Company continues to evaluate strategic alternatives. Under the RSA, the Company will pursue a recapitalization that deleverages its capital structure by extinguishing over $800 million in corporate debt, and a liquidity enhancing transaction that includes an appropriately sized working capital facility at emergence. As contemplated by the RSA, the Company simultaneously continues to consider a broad range of options, including but not limited to potential transactions such as a sale of the Company and/or a sale of all or a portion of the Company's assets, as well as potential changes to the Company's business model.

To facilitate this financial restructuring, Ditech Holding Corporation and certain of its subsidiaries (together the "Company"), including Ditech Financial LLC and Reverse Mortgage Solutions, Inc., have filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

The Company and its employees remain focused on providing homeowners with the right home financing solutions and the same high-quality service they have come to expect from us.

The Company's case has been assigned to Judge James L. Garrity, Jr and Case No. 19-10412. The Docket can be accessed in the Dockets tab above or through the website maintained by the United States Bankruptcy Court for the Southern District of New York (www.nysb.uscourts.gov).

this bankruptcy case one nine – one 04 one two(JLG) new but they did to Ms. Janco and the fraud Ditech committed in the Felonies Ditech committed against the State of California but wanted to try and pay Ms. Janco pro rata pennies on the dollar for the Government funding and interest from the State of California at 7% to pay the difference back to the stated California for a BLIND Program that Ditech never allowed her to use. After Ditech victimized Ms. Janco with criminal intent and malice and received protection under the United States bankruptcy system Ms. Janco and her family were left homeless for six years and with criminal intent Ditech had their bankruptcy attorneys make it last longer with no settlement the restitution no relief from this court system under the New York bankruptcy system SOUTHERN DISTRICT all the victims of Ditech and affiliates had to represent themselves in court as Pro Se attorneys so they could be re-victimized every day for six years and still pending with their constitutional rights taken away without justice. Ms. Janco wanted criminal prosecution with restitution for the conflicting malice and hurt and pain with the intent on a Blind Woman and her family without reason or just cause except greed. Ms. Janco wants the federal government to go after Ditech for ADA violations the Unruh act of California. The disability discrimination act the RETALIATION act the fair reporting credit the Fair housing Act RESPA laws and Real Estate Act CIVIL RIGHTS VIOLATIONs and ADA act on a Blind Woman in California Ms. Janco wants criminal prosecution and restitution for these crimes committed against her family with almost a decade of pain and suffering for no reason and she wants justice and restitution for her family.

From December 13, 2017 when Ms. Janco filed her first complaint with the CFPB Ms. Janco's complaint specified that Ditech was engaging in Mortgage fraud over charging Ms. Janco five to $600 a month had embezzled the State of California Property Tax Postponement Funding loan that Ms. Janco had applied for 2016 2017 property tax years which she was approved for. Ms. Janco's allegations included Violations of the ADA laws is far as putting correspondence in Micro font to fraud Ms. Janco so that she could not read or understand the transactions that were taking place on her monthly statements. These statements on one (Left) side would state that her payment was received on the left side of the paper statements. On the right side of Ms. Janco's paper Ditech Statements in Microfont

back into the state of California Controller's loan account that belong to Ms. Janco since 2004. Ditech with criminal intent and malice to cause harm to Ms. Janco and fraud Ms. Janco out of her equity in her house that was 65% paid off they forge documents to have the lien from the State of California Controller's PPT program released from Ms. Janco's house on 42103 CAPISTRANO PLACE, Lancaster California.93536 Ditech did this with criminal intent 11 days before fleeing California with Ms. Janco's funding government or public and in the CSE insurance funding from 2015. Ditech filed for Chapter 11 in the Southern District of New York Bankruptcy Court with the Hon. Judge Garrity Jr. filing for bankruptcy with embezzle Government funding and Federal Felonies committed in the stated California under the bankruptcy system they took Ms. Janco's stolen funding and washed it in this court. Ditech after filing for bankruptcy in February 11, 2019 received the stay of protection order from this court SDNY under the United States government bankruptcy system with criminal intent to come back to California six months later in June 2019. Di-Tech filed additional fraudulent liens three of them to foreclose Illegally on Ms. Janco's house. Under chapter 11 of title 11 of the United States Code. Under rule one zero one five(b) of the Federal Rules of bankruptcy Procedure. On September 26, 2019 with criminal intent and possession illegally of Ms. Janco's house on Capistrano which she was forced to sell in July 2019 to avoid having a foreclosure on her record for 10 years and to get out in a way from this criminally minded lender to pursue litigation for all the fraud and EMBEZZLEMENT of the government funding. The judge gave this company and the affiliates 1/3 amended plan which occurred on September 30, 2019. See notice of(!) Entry of order confirming third amended joint chapter 11 plan of Dieterich Holding Corporation and its affiliated debtors(11) Occurrence of Effective date, and (111) essentially Ditech laundered stolen money from Ms. Janco through this Bankruptcy Court in another State of New York Southern District and sold Ms. Janco stolen funding and the funding from California Government and Public funding to an entity for profit for 1.2 Billion. These acts are criminal under the bankruptcy Code as bank reps the crimes and bankruptcy fraud, Money Laundering tax evasion mail fraud and fraud on Ms. Janco they took her house fraudulently that's worth $850,000 and had six years of suffering because of Ditech and their illegal acts on a Blind Woman and her family the trustee and the judge in

Other actions, omissions, and statements may result in a criminal charge of mortgage fraud. As noted, this charge is also frequently called real estate fraud. Until proven guilty, these charges are all alleged.

California offenses that become relevant to a mortgage fraud case include:

Grand theft under California Penal Code 487 is a general statute used by prosecutors for mortgage fraud and real estate fraud cases.

In the context of PC 487, a mortgage fraud allegation is typically related to a theft by false pretenses when they defraud someone related to real estate property by use of false representations or promises.

Put simply, mortgage fraud can occur under Penal Code 487 when someone makes false statements or promises to either a buyer or seller with intent to mislead them, such as lying about ownership or concealing items.

Filing forged documents under California Penal Code 115 PC covers forgery, theft, and falsification of documents.

PC 115 filing forged documents is a common type of charge related to mortgage fraud in California.

In the context of mortgage fraud, PC 115 makes it a crime to file a forged deed with the county recorder to deceive the government regarding ownership of real estate property.

This statute also applies to forging mortgage loan contracts, real estate sale contracts, disclosure forms related to defects with the property, among other related documents.

Foreclosure fraud under Civil Code 2945.4 cover covers alleged crimes during the foreclosure process, which skyrocketed during the 2008 great recession when homeowners were facing possible loss of their home.

Predatory lending schemes in California is the illegal practice by a bank and other lenders that take advantage of people who are seeking a mortgage loan or have a mortgage loan.

Other forms of mortgage fraud and real estate fraud in California includes illegal property Ponzi schemes.

CRIMINAL PENALTIES FOR A MORTGAGE FRAUD CONVICTION

Criminal penalties for mortgage fraud generally fall under the umbrella of grand theft. It is up to the prosecutor's discretion whether to charge a defendant with a misdemeanor or felony.

For a misdemeanor conviction related to mortgage fraud, a defendant may face: up to one year in jail,a fine up to $1,000.

For a felony conviction, they may face: up to three years in California state prison, a fine up to $10,000.

Penal Code 115 PC filing forged documents is always a felony crime carrying a sentence of up to 14 years in jail and a fine of up to $10,000.

PC 487 grand theft

Civil Code 2945.4 foreclosure fraud is also a wobbler that can be charged by the prosecutor as a misdemeanor or felony. The penalties for a conviction are also the same as grand theft penalties listed above.

Defendants may also face fines and additional penalties. These details vary case-by-case. Several other criminal and civil statutes may apply to a mortgage fraud case.

A MORTGAGE FRAUD CHARGE

"With the intent to defraud" is a key phrase in all mortgage fraud cases. The state's ability to prove the intentionality of the alleged actions could determine the outcome of a case.

mortgage fraud charge in California may include:Ms. Janco was misled by Di-Tech working with the fraud investigator of LA County. Ditech the State Controller's office Betty Yee of California with fraudulent papers forged ; Ditech misled Los Angeles Consumer and Business Affairs fraud investigator in a manner that DI-Tech owes for criminal liability; DI-TECH LLC had every intent to defraud—instead of correcting their offenses that were alleged by Ms. Janco to the CFPB, and the LA Consumer and business affairs, did not make an honest error. Di-Tech while under LA County Government for Mortgage Fraud, Actual Fraud, Fiduciary Fraud, Embezzlement of Government Funding, Larceny, Grand Theft. Ms. Janco can prove that Di-Tech breaking into the Official State Controller's with fraudulent intent and forged Documents to release the Lien and pay off Ms. Janco's private government state comptroller's office loan account while Ms. Janco was trying to use the loan program was a Class D federal Felony and intentional; filing and

forging fraudulent documents to the state of California comptroller's office to commit fraud on the state comptroller's office of California Betty Yee (CPA)

- alleged victim was defrauded or deceived; along with the consumer and business affairs the fraud investigator Chelo Di-Tech acted like they were still investigating correcting and working with Chelo on finding the government funding ,finding the CSE insurance money that they had kept since 2015 itemized list of both where they were what the interest on both of those accounts whether they put MNS suspense account California law you must pay interest on any account ;the 2017 Escrow analysis. The most fraudulent felony was on the State Controller's Office of California SLO 100 167. Di-Tech actually broke in to Ms. Janco's State of California government loan account and pay the account all the way back to 2004 that Ms. Janco is making payments on and also trying to use the loan program that she signed an application for and was approved for . Dieterich had all of the documentation forged and fraudulent along with the lien release that was recorded in Los Angeles County sent to themselves Ditech was in possession of Ms. Janco's lien release on Ms. Janco's private loan account that they filed with Los Angeles County and had the information not sent to the investigator of LA County because all of Ms. Janco's correspondence including Restatements and the last checks were being sent to the fraud investigator. Ditech had this fraudulent documentation and recording statement sent to (Di-Tech) themselves they did not sell the house on Capistrano Ms. Janco sold the house on Capistrano that lien release should of went to Ms. Janco's mailbox or to the LA investigator. Which Di-Tech needs to provide who signed for it forged it where's the documentation that goes along with this release of a lien an explanation to why they were trying to pay off the account close the account while there being investigated for embezzling the money in the first place and Ms. Janco was trying to use the loan Program. The criminal acts shows the mindset of the Debtor; that Di-Tech were guilty of trying to embezzle the funding back in trying to release the lien never once did they want Ms. Janco using the loan program while under Investigation by LA government there breaking into the California government CPA Account. When ditech did not realize is that Ms. Janco was on several other government programs the federal government program Keep your Home California also had a lien on Ms. Janco's house which if she was not late, they release the lien and forgive the debt so Ms. Janco wasn't late and she has the documentation from the Federal keep your home

California program that was mailed to her in May 28, 2018; along with that documentation is the released of lien that was placed on Ms. Janco's house and stamp the cross the front was Big RED letters stating Satisfied. Di-Tech needs to explain why Ms. Janco could get one lien going to Capistrano but never got this lien from the State Controller's Office(CPA) any time you pay off a loan you get a loan payoff you get documentation you get the lien itself but Ditech concealed all that until 2021. Ditech fraudulently had that lien sent to someone else rather than Ms. Janco. That's how deep their white-collar crime was plus were willing to fraud the State of California the comptroller's office and Los Angeles County government the CFPB Ms. Janco has the documentation that proves Di-Tech took all the stolen funding over $110,000 and the money from the sell Ms. Janco's house ran to New York and tried to wash the stolen money into clean money by selling the company's in March 2019 and federal judge to put his wet signature on some of these documentation of the bankruptcy crime.. That's how Ms. Tara Twomey knew what Di-Tech had done in California. Ms. Tara Twomey sent Ms. Janco the documentation of the lien release; Ms. Janco told Ms. Twomey these were Class D Felony's that they broke into the state comptroller's account that Ms. Janco was reporting it to the DOJ and the Atty. Gen. that there's bankruptcy crime but she did not tell the judge she did not tell the US trustee and she's trying to throw out a proof of claim for the stolen funding that they washed and trying to again put a wet signature stating from the federal judge that it's okay to have POC 2585 disallowed. Ms. Janco filed an objection to disallowing that stolen funding and fees and also in writing filed in the court allowing the judge to read it that Ditech has committed bankruptcy fraud and crimes and used his wet signature to do it. Ms. Janco already has asked to lift the stay to file an adversary proceeding to be awarded restitution to get awarded restitution for her (Ms. Janco) the house to stop being homeless and in transient housing to have Ditech fix her credit; keep postponing it and postponing it, postponing it Ms. Janco asked the federal investigators every day that (Di-Tech) leave the Janco's in the situation while she's (Ms. Janco) is trying to go to blind school under the SSI federal ticket to work program with the rehabilitation department the fines are already times 4 by California Laws when you do stuff like this to a blind person . Ms. Janco is asking for extenuating circumstances Ditech is definitely facing federal charges Ms. Janco has nothing to do with that this is a civil lawsuit that they're trying to diminish all of Ms. Janco's rights the

Federal laws and State laws and the Disability laws. The Laws in California Ms. Janco told Tara Twomey that the presiding judge in this bankruptcy case must rule by State and Federal law Di-Tech did these crimes in California they must be held accountable to California law the Federal ADA and the UNRUH ACT. Ms. Janco expressed to Ms. Twomey that this Federal judge cannot under any circumstances erase the Federal laws, ADA FEDERAL LAWS, Civil Rights laws. The claim 2585 has stolen money that was laundered and there was black mail, extortion involved. If you Ms. Janco pay us $14,000 that you don't owe us Ms. Janco on top of the $ 7000.00-$14,000 that kept from impounds ;might let you stay in your house it's black mail, its extortion, threatening letters putting my house up for sale when I'm not selling it ; harassment every single day when I get home from school from vultures & sharks wanting to buy the Janco's house because Di-Tech , filed a fraudulent instrument with the county of Los Angeles under penalty of perjury stating that Ms. Janco was behind on her mortgage and it was up for sale when it was not the stress of all that the emotional stress of all that the drive-bys on Ms. Janco's house all the nasty correspondence through the Mail trying to intimidate . Harassed, and threatened in retaliation for Ms. Janco turning them into the CFPB. Ms. Janco just wanted to use a loan program that the State of California sent her an application for the Loan Program. Ditech is liable, Ditech is going to be held accountable in Ms. Janco's case. Ms. Janco told the Feds she's pressing criminal charges and the Senate Majority Leader Ms. Janco is pressing criminal charges.

The facts

- Ditech did not fill out any application for a loan from the State of California.
- Di-Tech is not blind, elderly, or disabled.
- Ditech not being blind, disabled, 62 are elderly would not have been approved for the loan program from the State of California.
- Di-Tech was not being charged 7% on a loan that was applied for by an application and approved by the State of California PPT program. From the date of disbursement of the government funding until it was paid back.
- Ditech did not put a lien on their house to get the loan and approval from the Property Tax Postponement government program.

- Ditech did not have 65% equity at 42103 CAPISTRANO PLACE, Lancaster, CA 93536.
- Ditech did not get an approval letter from the stated California PPT program stating that Ditech has been approved for a PPT loan.
- Ditech stole government money public funding for the Blind, Elderly, disabled citizens to help them with their house because their low income. The whole point of the government program was to help low income blind elderly and disabled people to pay their property taxes until they die or sell their house. The whole point of the program is to pay the property taxes which lowers their payment to principal and interest.
- Ditech will be asked this question in criminal court so you want to Ms. Janco to apply for a loan for property taxes get the loan pay 7% on the loan but still put property tax funding in her impounds because you were Embezzling all the funds from the impounds to pay for your dad co-mingling somebody else's money because Ditech filed for bankruptcy twice in 14 months di-Tech got a $63 million fine from the federal government di-Tech was the one that was struggling not their clients pages Lied and said there's clients were struggling and yet they were stealing the payments there impounds the fire Hazard Insurance there money for their own use white collar crime, Embezzling larceny grand theft , Tax evasion, Money Laundering, Federal bankruptcy fraud, every single thing that Ms. Janco accused you up is in writing; Di-Tech's writing, Di-Tech's documents .Di-Tech ,that's why the FBI of Lancaster told Ms. Janco to contact the District Attorney's Office of Los Angeles County and the white collar crime unit corruption which is also in her file
- Di-Tech wanted a Federal judge to put his wet signature on this whole big fraud white collar crime scheme; the documentation that the Lancaster FBI told Ms. Janco contact the white collar crime unit, also the Department of Justice opened up a case for Ms. Janco. Ditech's attorneys laughed how peculiar Ms. Janco said something about FBI and Department of Justice, how peculiar and funny. What's funny is the DOJ was getting all the records from this case.
- Why would Ditech want to Ms. Janco to keep paying 7% on the loan but still pay for the property taxes that Ms. Janco did not owe that was paid by the State of California loan program.

- From November 1, 2017 that they owed Ms. Janco anywhere from $7000-$14,000 that was in her impounds verbally a check will be sent with the Government funding all the interest. Di-Tech absolutely knew Ms. Janco had a credit coming to her Ms. Janco was using a State of California government program that she was approved for. Di-Tech knew that the government funding that they were keeping was a federal felony THEY CONFESSED, gloated, laughed and Mock Ms. Janco because they had stolen the funding. MS. Janco, it seems that Ms. Janco doesn't feel that her Property taxes be monthly with impound deposits. This tax statement that we found is not sufficient enough for Ditech to remove her property taxes. The Los Angeles government investigator and the supervisor of the government investigator told Di-Tech what you're doing is illegal in the State of California Ms. Janco does not need your approval. Ms. Janco Does not need to fill out another application for Di-Tech to use the State program. The Los Angeles County Consumer and Business affairs explained to Di-Tech what California State impound laws states unless a Mortgagee is behind two consecutive tax payments to the LA Tax Collector it is illegal for to try and force them to have an impound for taxes when their taxes are being paid by the government the state of California. If you don't have a bill Ditech cannot force you to continue paying for Property Taxes that you don't owe and keep the Impound monies the property taxes are going to be paid by the State of California in a loan program. Di-Tech knew exactly what they were doing fraudulently forged statements that they knew was a lie, filed instruments on Ms. Janco's house that were illegal to foreclose to embezzle more money from the Janco family for each instrument that Di-Tech filed is a Class D federal felony up to 14 years in federal prison, every day that you keep the Jancos in a transient homeless situation knowing that you put a foreclosure on her house when it didn't foreclose, released the lien for government funding when Ms. Janco was trying to use the program you broke into the State Controller's office to put the Embezzled funding back in after it was used for personal gain for three years. Forged signatures documents pretended that in good faith still working with the Los Angeles Fraud investigator. Concealing the fraud from the State of California. Lying a federal judge to put a wet signature allowing you to keep all the stolen money from Ms. Janco. Ms. Janco is asking for the claim to stand firm proof of claim 2585 there is a list that goes along with it itemized fees that Ms. Janco was charged that are not listed in the other proof of claim 2919 proof

of claim 2585 has stolen funding and attorney fees that Ditech charge Ms. Janco for the illegal foreclosure on her house Ms. Janco gets that hundred and $10,000 times 4×6 years and pending when you heard a blind person a disabled person your find our times for every event that you do all harm offenses fraud is fined as a separate offense with special circumstances because you inflicted all this harm on a blind person. Ruining her credit is a separate offense ,stealing the government/public funding loan is a separate offense; illegal foreclosure on her house is a separate offense; breaking in to Ms. Janco's government loan account and paying off a loan program that Ms. Janco was trying to use is a separate offense. Ms. Janco's House value right now is $850,000. The Criminal restitution will not be pennies on the dollar ;Not going to pay Ms. Janco to replace half of the house; pennies on the dollar, pro rata federal fines and penalties and punitive damages stand firm Ms. Janco asked the Judge to lift the stay; Ms. Janco stated actual fraud, the dishware fraud, embezzlement of government funding, is a non-dischargeable under bankruptcy Law .this bankruptcy case out of this Bankruptcy Court Ms. Janco filed an adversary proceeding to get documentation of the government funding receipt the money that's in impounds the CSE money a list documents .Ruining credit knowing with intent to harm and cause malice that's why Di-Tech put the foreclosure on Ms. Janco's credit report. Ditech want to Ms. Janco to pay for 10 more years and ruined her credit. When in the exhibits Ditech sent Ms. Janco a letter stating that the loan was paid in full so why ruin the credit; when you knew Ms. Janco sold her house. Civil Rights and Constitutional violations. Ms. Janco has sufficient evidence, as noted, it can't be overstated that the crime of real estate fraud requires somebody to have a *criminal intent* to unlawfully profit by using a false claim or other type of fraudulent activity that is related to a real estate transaction.

The evidence will show that Walter Management Corporation LLC Changed name to DBA GreenTree LLC, DBA: DI-TECH Holding Corporation LLC with intention and for- thought and with malice intended to victimize Ms. Janco and her family in 2016, 2017 through now.

In summer of 2015, The state of California reached out to Ms. Janco by letter the government had brought the funding back for the State of California Property Tax Postponement Program. Since Ms. Janco used this program in 2004 until the funds were taken away by the federal government they sent Ms. Janco a letter and application to apply if she was interested the rules had slightly changed you had to have more equity in your house instead of 40% it had to be a little bit more equity so Ms. Janco applied and in November 2016 Di-Tech out of Mrs. Janco's impound savings account that was set aside for property taxes paid the property taxes for 2016 and 2017 Ms. Janco received an approval letter from the state of California stating that she was approved for this program to pay her property taxes for 2016 and 2017 and when they were going to pay it how much they were going to pay and what they were paying for this letter from the State of California was also sent to Di-Tech simultaneously that Ms. Janco had been approved what they were going to pay the account number when they were to pay it, Ms. Janco, sent a letter to Di-Tech stating that she was going to use this program for property taxes for various years 2016-2919 while attending school for the blind with Rehabilitation Department the Federal Ticket to work Program put on by the State of California Rehabilitation Department is funded by both the State and the Federal government with this program College or training paid for;then integrate the Disabled citizens back into a job, intergrated back in to the working class.

Di-Tech received the state of California property tax funding back in March 2017 normally a business has 7 to 10 days business days to issue a check for the rightful owner to use especially if the rightful owner of the money is paying interest on that money which Ms. Janco is paying 7% interest on the money the day that the state of California approved and Dispursed for Ms. Janco's property taxes she was to be charged as per the contract that she signed with the State of California 7% interest on the monies that she borrowed from the program to pay her property taxes while she was in school.

Di-Tech did not send Ms. Janco the government funding that they received back in March 2017 within 7 to 10 business days instead Di-Tech decided that they were going to use the funding for other purposes. the 2016 and 2017 property taxes. Di-Tech was to close out the impound savings account for property taxes because Ms. Janco was using the state of California property tax postponement program funding for various years as she was in school with the blind filled office of Pasadena. Ms. Janco anniversary date was in July 2017. Federal law states that every year on the anniversary date a lending mortgage company is to give an escrow analysis on the anniversary date with an accounting and check if it is over $50.00 an account for the monies that they spent, what they spent it on. Di-Tech did not obey State and Federal laws did not run an escrow analysis in 2017,did not close out the impounds and send Ms. Janco a check for the left over in the impound which is what is stated by law, did not send Ms. Janco the government funding in July 2017, close out the impounds instead they use these fundings for other means. Ms. Janco was trying to figure out, call , find out where the money was what Di-Tech did with the money; why are they still holding on to the government funding that she was paying 7% on in July 2017. Walter Management Holding Corporation DBA: Di-Tech LLC. on the other hand was strapped for cash already filed for bankruptcy while under investigation for Embezzeling the Government/Public Funding without the knowledge of Ms. Janco; kept promising Ms. Janco that working to correct going to close out the impounds; send a check. In July 2017 Di-Tech with forethought and malice sent Ms. Janco documentations knowing that she was blind knowing that she had been approved for this program knowing that funding was received then embezzled , Mis-appropreated for the Government PPT program sent paperwork to fraud Ms. Janco, get her to sign for a modification that she didn't even need in this modification paperwork in the fine print it stated that not only would Ms. Janco have to forcefully have impounds for 40 years which would not allow Ms. Janco to use the State of California program for the blind which she was approved for but also in this contract and the small microform print was authorization for Di-Tech to keep any monies that they had promised Ms. Janco before signing this paperwork; this paperwork would be replacing Ms. Janco's first deed of trust . Ms. Janco did not need a modification Ms. Janco did not sign the final modification paperwork turned Di-Tech in for fraud. Ms. Janco told Di-Tech that they needed to find the government funding send a receipt for the government funding pay the interest on the government funding

PENAL CODE - PEN

PART 1. OF CRIMES AND PUNISHMENTS [25 - 680.4]

(Part 1 enacted 1872.)

TITLE 7. OF CRIMES AGAINST PUBLIC JUSTICE [92 - 186.36]

(Title 7 enacted 1872.

CHAPTER 4. Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112 - 117]

(Chapter 4 enacted 1872.)

115.

(a) Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.

(b) Each instrument which is procured or offered to be filed, registered, or recorded in violation of subdivision (a) shall constitute a separate violation of this section.

(c) Except in unusual cases where the interests of justice would best be served if probation is granted, probation shall not be granted to, nor shall the execution or imposition of sentence be suspended for, any of the following persons:

(1) Any person with a prior conviction under this section who is again convicted of a violation of this section in a separate proceeding.

(2) Any person who is convicted of more than one violation of this section in a single proceeding, with intent to defraud another, and where the violations resulted in a cumulative financial loss exceeding one hundred thousand dollars ($100,000).

(d) For purposes of prosecution under this section, each act of procurement or of offering a false or forged instrument to be filed, registered, or recorded shall be considered a separately punishable offense.

(e) (1) After a person is convicted of a violation of this section, or a plea is entered whereby a charge alleging a violation of this section is dismissed and waiver is obtained pursuant to People v. Harvey (1979) 25 Cal.3d 754, upon written motion of the prosecuting agency, the court, after a hearing described in subdivision (f), shall issue a written order that the false or forged instrument be adjudged void ab initio if the court determines that an order is appropriate under applicable law. The order shall state whether the instrument is false or forged, or both false and forged, and describe the nature of the falsity or forgery. A copy of the instrument shall be attached to the order at the time it is issued by the court and a certified copy of the order shall be filed, registered, or recorded at the appropriate public office by the prosecuting agency.

(2) (A) If the order pertains to a false or forged instrument that has been recorded with a county recorder, an order made pursuant to this section shall be recorded in the county where the affected real property is located. The order shall also reference the county recorder's document recording number of any notice of pendency of action recorded pursuant to paragraph (2) of subdivision (f).

(B) As to any order, notice of pendency of action, or withdrawal of notice of pendency of action recorded pursuant to this section, recording fees shall be waived pursuant to Section 27383 of the Government Code.

(f) A prosecuting agency shall use the following procedures in filing a motion under subdivision (e):

(1) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall provide written notice by certified mail to all parties who have an interest in the property affected by the false or forged instrument, or in the instrument itself, including those described in paragraph (5).

(2) (A) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall record a notice of pendency of action in the county in which the affected real property is located.

(B) Within 10 calendar days of the case being adjudicated or dismissed without obtaining an order pursuant to subdivision (e), the prosecuting agency shall record a withdrawal of the notice of pendency of action in the county where the affected real property is located.

(3) The written notice and notice of pendency of action described in paragraphs (1) and (2) shall inform the interested parties that a criminal action has commenced that may result in adjudications against the false or forged instrument or the property affected by the false or forged instrument, and shall notify the interested parties of their right to be heard if a motion is brought under subdivision (e) to void the false or forged instrument. The notice shall state the street address, if available, and the legal description of the affected real property.

(4) Failure of the prosecuting agency to provide written notice or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall not prevent the prosecuting agency from later making a motion under subdivision (e), but the court shall take the failure to provide notice or record a pendency of action as required under paragraphs (1) and (2) as reason to provide any interested parties additional time to respond to the motion. Failure of the prosecuting agency to so notify interested parties under this subdivision or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall create a presumption that a finding as described in paragraph (9) is necessary to protect the property rights of the interested party or parties.

(5) If the instrument sought to be declared void involves real property, "interested parties" include, but are not limited to, all parties who have recorded with the county recorder in the county where the affected property is located any of the following: a deed, lien,

Declaration of Mortgage Servicer Pursuant to
Civil Code § 2923.5

ower(s): Lisa Janco
tgage Servicer: Ditech Financial LLC
erty: 42103 Capistrano Pl, Lancaster CA 93536

No.: 138936

undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

☒ The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.5(a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.

☐ Despite the exercise of due diligence pursuant to California Civil Code § 2923.5(e), the mortgage servicer has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.

☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.

☐ The requirements of Cal. Civil Code § 2923.5 do not apply because the loan is not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, or the loan is not secured by owner-occupied residential real property as described in Civil Code § 2924.15(a).

tify that this declaration is accurate, complete and supported by competent and reliable evidence, which the tgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the ower's loan status and loan information.

d: 4-23-18

ch Financial LLC f/k/a Green Tree Servicing LLC

Tamura Giffin

Tamura Giffin
Document Execution Representative

mortgage, deed of trust, security interest, lease, or other instrument declaring an interest in, or requesting notice relating to, the property affected by the false or forged instrument as of the date of the filing of the criminal complaint or indictment.

(6) Any party not required to be noticed under paragraph (1) or (5) who nonetheless notifies the prosecuting agency in writing of the party's desire to be notified if a motion is brought under subdivision (e) to void the false or forged instrument shall be treated as an interested party as defined in paragraph (1) or (5).

(7) The court shall set a hearing for the motion brought by the prosecuting agency under subdivision (e) no earlier than 90 calendar days from the date the motion is made. The prosecuting agency shall provide a copy by certified mail of the written motion and a notice of hearing to all interested parties described in paragraphs (1), (5), or (6), and all other persons who obtain an interest in the property prior to recordation of notice of pendency of action no later than 90 days before the hearing date set by the court. The notice shall state the street address, if available, and the legal description of the affected real property.

(8) At a hearing on a motion brought by the prosecuting agency under subdivision (e), the defendant, prosecuting agency, and interested parties described in paragraphs (1), (5), or (6), shall have a right to be heard and present information to the court. No party shall be denied a right to present information due to a lack of notice by the prosecuting agency or failure to contact the prosecuting agency or the court prior to the hearing.

(9) (A) At a hearing on a motion brought by a prosecuting agency under subdivision (e), if the court determines that the interests of justice or the need to protect the property rights of any person or party so requires, including, but not limited to, a finding that the matter may be more appropriately determined in a civil proceeding, the court may decline to make a determination under subdivision (e).

(B) If, prior to the hearing on the motion, any person or party files a quiet title action that seeks a judicial determination of the validity of the same false or forged instrument that is the subject of the motion, or the status of an interested party as a bona fide purchaser of, or bona fide holder of an encumbrance on, the property affected by the false or forged instrument, the court may consider that as an additional but not dispositive factor in making its determination under subdivision (e); provided, however, that a final judgment previously entered in that quiet title action shall be followed to the extent otherwise required by law.

(g) As used in this section, "prosecuting agency" means a city attorney, a district attorney, the Attorney General, or other state or local agency actively prosecuting a case under this section.

(h) An order made pursuant to subdivision (e) shall be considered a judgment, and subject to appeal in accordance with, paragraph (1) of subdivision (a) of Section 904.1 of the Code of Civil Procedure.

(Amended by Stats. 2014, Ch. 455, Sec. 1. (AB 1698) Effective January 1, 2015.)

the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and--

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States;

(3) COURT AUTHORITY OVER ASSETS. --A court may issue a pretrial restraining order or take any other action necessary to ensure that any bank account or other property held by the defendant in the United States is available to satisfy a judgment under this section.

(4) FEDERAL RECEIVER. --

(A) IN GENERAL. --A court may appoint a Federal Receiver, in accordance with subparagraph (B) of this paragraph, to collect, marshal, and take custody, control, and possession of all assets of the defendant, wherever located, to satisfy a civil judgment under this subsection, a forfeiture judgment under section 981 or 982, or a criminal sentence under section 1957 or subsection (a) of this section, including an order of restitution to any victim of a specified unlawful activity.

Housing Act (H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera*, *supra*;

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. --

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(2) JURISDICTION OVER FOREIGN PERSONS. --For purposes of adjudicating an action filed or enforcing a penalty ordered under this section,

The Statute and Elements

Section 1001(a) provides that it is a federal crime, in a matter within the jurisdiction of a government agency, to (1) falsify, conceal or cover up a material fact, (2) make any materially false, fictitious or fraudulent statement, or (3) make or use a document containing a materially false statement. In the criminal tax context, section 1001 is generally used in connection with the submission of false documents or making of false statements to an internal revenue agent during an audit or investigation.

The Statute and Elements

The relevant statute provides as follows:

§1001. Statements or entries generally

(a) . . . [W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully —

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years . . .

Thus, in order to establish a violation of section 1001, the government must generally prove the following elements beyond a reasonable doubt:

1. The defendant made a statement or representation, or made or used a document;

2. The statement, representation, or document is false or fraudulent;

3. The statement, representation, or document is material;

4. The defendant made the statement or representation, or made or used the document, knowingly and willfully; and

5. The statement, representation, or document pertained to an activity within the jurisdiction of the federal agency to which it was addressed.

Legislative History

Section 1001 finds its origin in a statute that was enacted in 1863.

The False Statements Accountability Act of 1996, Pub. L. No. 104-292, 110 Stat. 3459, amended section 1001 in response to the Supreme Court's 1995 decision in Hubbard v. United States, 514

debtor never intended to repay an obligation.The level of proof necessary to bring civil sanctions against a debtor or others in the bankruptcy court is much lower than what the DOJ must prove in a criminal case. Therefore, regardless of whether there is a criminal proceeding, the bankruptcy court has at its disposal several options:

- Dismiss the bankruptcy case. The bankruptcy court can dismiss a matter on its own motion or the motion of a creditor or the US TRUSTEE. The judge can also impose a restriction that would prevent a new case filing for some time (or permanently in a particularly egregious matter)—a remedy that's common when a debtor has tried to avoid paying a creditor by repeatedly filing and dismissing a case.
- Deny discharge. The bankruptcy court can also deny your overall bankruptcy discharge (the order that wipes out debt) or the discharge of a particular debt. A denial of discharge will allow the creditor to collect the debt after the bankruptcy case.
- Other remedies. The bankruptcy code gives the judge discretion to enter whatever orders are necessary in the bankruptcy case, including the power to hold a party in

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh, Esq.

Attorneys for Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	
	:	**Chapter 11**
WALTER INVESTMENT MANAGEMENT CORP.,	:	**Case No. 17-13446 (JLG)**
Debtor.[1]	:	

NOTICE OF OCCURENCE OF EFFECTIVE DATE OF AMENDED PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF WALTER INVESTMENT MANAGEMENT CORP. AND THE AFFILIATE CO-PLAN PROPONENTS

TO ALL CREDITORS, INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that, on January 18, 2018, the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") entered an order (ECF No. 172) (the "**Order**"),[2] approving, among other things, the *Amended Prepackaged Chapter 11 Plan of Reorganization of Walter Investment Management Corp. and the Affiliate Co-Plan Proponents* (ECF No. 169) (the "**Prepackaged Plan**").

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Prepackaged Plan occurred on February 9, 2018 and, as a result, the Prepackaged Plan has been substantially consummated.

[1] The last four digits of the Debtor's federal tax identification number are 0486. The location of the Debtor's corporate headquarters is 1100 Virginia Drive, Suite 100, Fort Washington, PA 19034.

[2] Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the Prepackaged Plan (as defined herein) and the Order.

Effective Date, 2015 there was knowledge of embezzling government/public funding from the State of California loan program that belong to someone else(Ms.Janco was in her name as the claimant the adapters knowingly and willingly with intent to cause harm were asked to give the stated California government/public funding back to the rightful owner and was told no when asked by Ms. Janco in writing for the Government funding with 7% interest from the date of the disbursement of the government funding until the rightful owner Ms. Janco received the loan funding from the State of California back. When the adapters were under Investigation to respond and giveback the funding from the State of California by the Federal CFPB government agency that regulates all banks and lenders and the Debtor's refused to give it back to Ms. Janco and use it for any means personal or deposit in any account for their own benefit on the funding was committing a federal felony in the state of California under the laws misappropriation of Government public funding is a crime punishable in California up to 20 years in federal prison when the Los Angeles Consumer and business affairs while under Investigation again asked for the receipt the receipt and accounting for the Government funding/public funding to give it back to the rightful owner so Ms. Janco could continue to use a government program that she was approved for. When the adapters failed to give it back to the rightful owner, given accounting, give a receipt, along with the other embezzled funding that was embezzled from Ms. Janco that was entitled to be put on her mortgage, the insurance money CSE that was embezzled and used for personal gain that was also in the owner's name which was Ms. Janco from the data disbursement 2015 until present day 10/29/2021. The adapters kept the embezzled funding with interest when asked for the embezzled funds back with interest Ms. Janco was denied. To this day no accounting, receipt showing interest, what the embezzled funds were used for they were just kept by the adapters with knowledge that they were under Investigation for the embezzlement of all this funding. The Debtor's with knowledge these were crimes Federal Felonies in California went to New York Southern District of New York bankruptcy case and asked the judge presiding over case number# 17 – 13446(JLG) and case number #19 -10412 (JLG)asked the Hon. Judge Garrity Jr. to discharge the debt from the Debtor's with embezzled funding from the State of California which is a federal felony to misappropriate government/public funding and the statue in California is right up there with murder there is no statute of limitation to pursue charges criminally and civilly. It is a federal bankruptcy crime/bankruptcy fraud to take money you know is embezzled or stolen from the State of California to money Laundering at from stolen not rightfully yours to clean to another entity when you knowingly know that the funding is stolen from California along with the other embezzled money from Ms. Janco. Ms. Janco has asked the Department of Justice and the FBI and the United States trustee to investigate both of these bankruptcy cases for bankruptcy crimes/bankruptcy fraud find where the embezzled money misappropriated funds from the State Controller's office PPT loan program from the State of California.

Walter Investment Management Corporation the last four digits of the Debtor's federal tax identification number are 0486. The location of the Debtor's Corporate headquarters is 1100 Virginia Drive,, suite 100, Fort Washington, PA 19034; the directors, any affiliates, a.k.a. doing business as any other name from 2015-2021. While this entity was under investigation by the CFPB, the government agency Los Angeles Consumer and Business Affairs for embezzling government funding/public funding for the State of California property tax program by the California State Controller's office Betty Yee for the blind, elderly, and disabled citizens that resided in California this was a loan program from the government of California with 7% interest per month being charged to Ms. Janco. Attached to the loan program of the stated California was a lien on Ms. Janco's house property address 42103 Capistrano

Declaration of Mortgage Servicer Pursuant to
Civil Code § 2923.5

ower(s): Lisa Janco
tgage Servicer: Ditech Financial LLC
erty: 42103 Capistrano Pl, Lancaster CA 93536

No.: 138936

undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

☒ The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.5(a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.

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☐ The requirements of Cal. Civil Code § 2923.5 do not apply because the loan is not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, or the loan is not secured by owner-occupied residential real property as described in Civil Code § 2924.15(a).

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d: 4-23-18

ch Financial LLC f/k/a Green Tree Servicing LLC

Tamura Giffin
Document Execution Representative

Pl., Lancaster, CA. 93536 for the use of the California loan program government/public funding for the use of this funding as long as Ms. Janco wanted and was authorized to use the government program because she was dis-abled and Blind.

of the board of Walter Investment Management Corp. (the "Debtor" or "WIMC") serving immediately prior to the Effective Date ceased to be directors of WIMC and, except as identified below, shall have no continuing obligations to the Reorganized Debtor.

PLEASE TAKE FURTHER NOTICE that the individuals listed below will serve as members of the Board of the Reorganized Debtor:3

Name & Position Experience and Affiliations

George M. Awad

Director

Mr. Awad has served as a director of the Company and Chairman of the Board since June 2016. He served as Interim Chief Executive Officer and President of the Company from June 2016 through September 2016. Mr. Awad is the founder and principal of Gibraltar Capital Corporation, a wealth management and advisory firm providing investment and business advice to wealthy, internationally-based families. Mr. Awad has extensive operating experience in running large, global businesses across the full suite of consumer financial services products, including senior leadership roles with GE Capital (1988-2006) and Citigroup, Inc. (2006-2011), with work experience in over 50 countries. Most recently, Mr. Awad served as CEO, Consumer Finance for Citigroup, with prior positions as CEO, North America Cards and CEO, Global Consumer Group EMEA. At GE Capital, Mr. Awad held the position of Senior Vice President Sales & Marketing for GE Money from 2000 through 2006, and was promoted to GE Officer in 2004. He has served as a director of TransUnion since November 2013, and as a member of its Audit and Compliance Committee since 2013. Mr. Awad received his MBA in Finance from the University of Pittsburgh in Pennsylvania and holds a B.S. in Civil Engineering from the American University of Beirut.

Di-Tech LLC

was under investigation by the federal government CFPB since December 13, 2016 for committing a federal felony in the state of California stealing and embezzling with grand theft and larceny according to the Lancaster FBI misappropriation of government funding public funding which is a federal felony in the state of California and has no statute of limitations. Ditech committed the Federal Felony in California with Malice and intent knowingly and admitting in Confessions to the various different government agencies that the received the Government funding had unlawful possession of the property of another(Miss Lisa Janco) who had ownership and was under contract with the state of California to repay this funding at 7%

To The Department of Justice, FBI Los Angeles, US Trustee, Attorney General of California, Major White Collar Crimes Unit.

I (Lisa Janco) have open complaint investigations in your agencies that are ongoing:

The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators. Department Of Justice Complaint # 32121-RDG.

I am asking the varies departments for an audit and investigation into a major Chapter 11 Bankruptcy case;

Di-Tech LLC, Greentree LLC, RMS, #19-10412,

GSC Group, INC. Claims Processing Center c/o

Epiq Bankruptcy Solutions, LLC

FDR Station P. O. Box 5082

New York, NY 10150-5082

All documents have been filed into

THE UNITED STATES SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY COURT

bankruptcy case #19-10412

Janco vs. Di-Tech Holding Corporation LLC

Adversary proceeding number# 20- 01051 Ruling Dismissed for Proof of Claim Route on March 25th, 2021 at Pre-Trial Hearing

PROOF OF C LAIM number# 2585 -$110,000.00 Timely Filed as an Administrative Proof of Claims for the Fraudulent fees and charges Di-Tech Stated Ms. Janco owed the Company while under Investigation in Los Angeles, California by the Consumer and Business Affairs Fraud Investigator Chelo Jovellanos. The Investigation in Los Angeles County was for Mortgage Fraud, Fiduciary fraud, actual fraud, and embezzlement of the State of California Property Tax Postponement Funding/Public Funding.

The Administrative Claim has an itemized list of the fees filed in the evidence of Adversary proceeding # 20-01051 the fees itemized and charged Ms. Janco in the Fraudulent Foreclosure 6 Months after filing for Bankruptcy while still under investigation by the Los Angeles government agency in California are filed properly in the Southern District of New York bankruptcy court under documentation s as evidence. The fraudulent foreclosure instrument tied to Ms. Janco's house that was fraudulently willingly and purposely recorded in Los Angeles California while Ditech was under investigation for Mortgage Fraud & EMBEZZLEMENT of State of California & Public Funding from the State of California Property Tax Postponement Program for the Blind, Elderly and Disabled

Bankruptcy Rule 9024 permits the court to vacate a discharge order. Section 1328(e) permits a court to revoke a discharge "only if (1) such discharge was obtained by the debtor through fraud; plan. The trustee moved to vacate, not revoke, the discharge under Rule 9024, based on mistake. The bankruptcy court grants the motion and the Tenth Circuit affirms. It reasons that "vacate," which was temporary in this case, differs from "revoke," and that the bankruptcy courts should not be prohibited from correcting their mistakes, despite the statutory language. The court notes the risk of fraud or sharp dealing by debtors if the result were different and concludes that the trustee was not under an obligation to investigate. *Midkiff v. Stewart (In re Midkiff)*, 342 F.3d 1194 (10th Cir. 2003).

Section 727(a)(2) requires denial of discharge if a debtor made a transfer with actual intent to hinder, delay, or defraud creditors within one year before filing bankruptcy. Here, the debtor filed chapter 13 a few days after making a fraudulent transfer. His case was dismissed after more than a year, and he subsequently filed a new chapter 7. Relying on the Supreme Court's equitable tolling decision in *Young v. United States*, 535 U.S. 43 (2002), which tolled the period for determining the priority of tax claims, the court determines that the one-year period in section 727 should similarly be tolled. The court reasons that the creditors were prevented from protecting their claims during the pendency of the chapter 13 case. *Womble v. Pher Partners (In re Womble)*, 299 B.R. 810 (N.D. Tex. 2003).

The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

Failure to disclose valueless contraband is grounds for denial of discharge. Within weeks after filing bankruptcy, the debtors were arrested for and plead guilty to possession of about 15 pounds of marijuana that had been growing on their property for over two years. The debtors did not disclose the marijuana on their schedules. Even though the property would have been valueless to creditors, the court held that the concealment was fraudulent because the debtor stood to benefit from non-disclosure and therefore denied the discharge under paragraphs (2)(A) and (4)(A) of section 727(a). *Fokkena v. Tripp (In re Tripp)*, 224 B.R. 95 (Bankr. N.D. Iowa 1998).

8.1.kkk **Discharge objection deadline clarified.** Bankruptcy Rule 4004(a) requires a complaint objecting to discharge to be filed within 60 days after the first scheduled meeting of creditors and requires the discharge to be entered "forthwith if no complaint is filed." Section 727(d)(1) permits a creditor to request revocation of a discharge within one year after the discharge is granted if the "discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge." In this case, the discharge was entered 80 days after the bar date, and the creditor learned of the debtor's fraud after the expiration of the 60-day period but before the discharge was entered. A complaint objecting to discharge within one year after entry of the discharge was timely, even though the creditor knew of the fraud before the entry of the discharge. *Citibank, N.A. v*

Partners are fiduciaries. For purposes of the exception to discharge contained in section 523(a)(4) (defalcation while acting in a fiduciary capacity), a partner is a fiduciary to the other partners. Moreover, defalcation includes

innocent as well as intentional or negligent failure to properly account for money held in a fiduciary capacity. *Lewis v. Scott (In re Lewis)*, 97 F.3d 1182 (9th Cir. 1996).

California you like that Ms. Janco how does that feel? And remember when we told you on the phone that we can take your house Ms. Janco and you won't even get your day in court the house that feel?)

MS. Janco Is asking for the Maximum Punishment allowed on Di-Tech and all their Affiliates for the Hate Crime and Punishment Di-Tech has inflicted on my (Lisa Janco) Family for the Last 7 Years.

After Ditech filed under penalty of perjury the declaration of mortgage servicer pursuant to Civil Code 2923.5 by Ditech Financial LLC a.k.a. Green Tree Servicing LLC by Cameron Griffin document execution representative I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose including the borrower's loan status and loan information dated 04 – 23 – 18.

When any person or entity files a fraudulent forged document that they know to be not true under penalty of perjury in a county and not document or instrument is tied to a financial means over $100,000.00 it is considered a federal felony cCass D punishable by 14 years in federal prison for each instrument that is filed within the county Los Angeles County and becomes null and void.

FBI's Los Angeles, California Field Office

11000 Wilshire Boulevard (310) 477-6565
Suite 1700
Los Angeles, CA 90024
(310) 477-6565

Money Laundering Definition:

"Money laundering is the process by which criminals conceal or disguise their proceeds and make them appear to have come from legitimate sources. Stolen Money into legal transactions. Money laundering allows criminals to hide and accumulate wealth, avoid prosecution, evade taxes, increase profits through reinvestment, and fund further criminal activity.

While many definitions for money laundering exist, it can be defined very simply as turning "dirty" money into "clean" money. And it's a significant crime—money laundering can undermine the integrity and stability of financial institutions and systems.

Money laundering is usually associated with crimes that provide a financial gain, and criminals who engage in money laundering derive their proceeds in many ways. Some of their crimes include: Complex financial crimes"

(H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

Damages to put that person back where (client/Contract) financially started when you (The Company doing business as in California) started acting in the bad Faith and Breaching the contract under California State law with the (extra Punitive and Compensatory Damages also the compulsory damages) are extra damages that are designed for the deterrent measure of businesses trying to do bad faith business in California and which the victim deserves. California State has its own Constitution.

All of the Federal and State Laws that the Congress of the United States enacts are to Provide and protect that every citizen under the Constitution is afforded the pursuit of happiness and the American Dream of Homeownership.

The Federal ADA Laws, The California UNRUH ACT, The Rehabilitation Act of 1966, The Disability Discrimination Act, The Federal Fair Credit Reporting Act, The Federal Housing Act, The Consumer Rights Act, The Federal Impound Laws of California, The Federal R.E.S.P.A Laws, The Federal Real Estate Act, The Housing Discrimination Act.

If Ms. Janco was using the State of California Property Tax Postponement and Program, if Ms. Janco does not have a property tax bill, they cannot charge you for a bill that you do not have or owe; Nor does Di-Tech have the right to make Ms. Janco get an approval to allow her to use a State and Federal government program that helps the Blind , Elderly and Disabled; because Ditech is in financial ruins and wants to Embezzle the State of Ca. funding of the government program so Di-Tech is coming up with all these excuses of why Ms. Janco was never allowed to touch , except or allowed use the funding from the State of California government program that she was paying 7% interest on every Month.

Ms. Janco considers Ditech's Embezzling/Stealing confessing/admitting to stealing and possessing and then mocking the fact that they did embezzle and still her government program funding and her timely payments; and her CSE insurance money, in writing with Malicious intent to cause inflection of pain, emotional distress, By stating things like "ahh, seems like Ms. Janco doesn't feel that she should have to pay her Property taxes in her monthly payments. After Embezzling and stealing her property tax funding that she was being charged monthly 7% interest is a Hate Crime on a Blind Person. It's an example of (Oh , what Ms. Janco you can't see without your cane oh did We (Di-Tech) take that from you and were not given the back, what's the matter can't walk all we feel sorry for you very sorry for you and those statements while you can see those but we to send you the foreclosure papers that are legally forged in 2000 size font – can you see it now Ms. Janco about if we send him three times in three separate envelopes can you see it now Ms. Janco not only are we taking your government funding and your CSE insurance funding t We (Di-Tech) Taking your whole Dang House can you see it now Ms. Janco) not only are we taking your house on a fraud because you didn't pay that extra $15-$40,000 that we were trying to blackmail you with; we (Di-Tech) are also going to ruin your credit on a fraud, Lye, Put a For-Closure on your Credit Report and leave you and your family homeless, so for 10 years you will never get another house For 10 more years we are going to keep all your equity government funding that you signed a contract with paying 7% & you will not be able to use that Government Funding until you pay all that money back to the State of

where the payment was supposed to go prefilled in the only free boxes was to go to the impounds and due to the fact that they had not followed the ADA laws and put the payment coupons in the and a statement in larger font format rerouted that payment that one payment into the impounds on purpose due to the fact that everything is in Micro font it would be hard for a blind person to follow along at what they were actually doing which is brought by fiduciary as you notice in the records all the court documents that fraudulently state that Ms. Janco owed $40,000 $18,000 if you look at those coupons not the boxes are prefilled just that one and Ms. Janco contacted an attorney an attorney contacted di-check declared that his client was legally blind and they needed to reverse the payment out of the Impounds and put it back where it belonged with the warning. When attorney got the paperwork back dietetic actually said absolutely not we refuse to do any slight accommodation or modification and make it right even though we been violating ADA laws and putting everything in micro font Ms. Janco was forced to make two payments the following month which she did when a blind person is declared all they have to do is walk into an establishment and say I am legally Blind deaf disabled reasonable accommodations must be made by federal law reasonable. While ditech was under the investigation by the CFPB the federal government and given this extension to do their investigation they filed a fraudulent document instrument attached to my house under penalty of perjury in Los Angeles County that Ms. Janco was late and they wanted to foreclose they were pushing a foreclosure action fraudulently knowing that Ms. Janco was old a credit for all the months that they overcharged her and the government funding which they stole and embezzled in all the amounts led up to grand theft larceny and embezzlement government funding misappropriation. Not only was ditech holding Ms. Janco's government funding that she was under contract by the State of California to pay back with a lien on her house Ditech was blackmailing Ms. Janco to threaten or intimidate her in retaliation stating that if Ms. Janco did not give them an additional $15,000-$18,000 they were going to fraudulently foreclose on the Janco's house they filed the documentation instrument fraudulently under penalty of perjury declaring that Ms. Janco owed di-check all this money which is blackmail and due to the fact that they use the mail it smell fraud not to mention harassment because when they filed those fraudulent documentation Ms. Janco was getting over and over and over again thousands of correspondence through the mail for people in charge to by her house her house was not up for sale Ms. Janco was current on her payments di-Tech knew that they owed her money a credit; the government funding with 7% interest from the State of California Property Tax Postponement; all the months over 10 months of Ms. Janco paying $600-$650 more than what she was supposed to Principle & Interest approx. $1025.00 which is stated and confirmed I by upper management of Ditech in the CFP B report .

See attached:

According to the ADA Laws the Ca. UNRUH ACT, The Disability Discrimination Act , the fair business act of California which states choose to do business in the state of California you (a Business) must be doing business with good faith if A Company acted in bad faith in the State of California you must pay for all attorney fees court costs and compulsory

taking $500 every single month and putting it somewhere when Ms. Janco only owed principal and interest of approximately 1025 Ditech kept charging Ms. Janco 1650 now if the principal and interest payment was only 1025 and Ms. Janco had been paying over 1650 a month there is approximately $600-$650 overage credit that Ms. Janco was owed along with the funding and the interest on the government funding for Ditech collecting it and keeping it. December 13 Ms. Janco complained to the federal government CFPB which had just won a lawsuit against GREENTREE LLC a.k.a. di-Tech LLC a.k.a. and all the affiliates because they had stolen the federal funding and State Funding and were over charging Ms. Janco $650 a month refused to issue a receipt of where the Government funding went in March 2017 or whenever they actually received the Government funding and the escrow analysis for 2017 Ms. Janco asked in writing and over and over to produce that which is supposed to be done annually by federal law when Ms. Janco complained December 13 of 2017 the CFPB gave di-Tech 10 days to respond to the allegations Ditech promised the CFPB they were going to take this very seriously investigate and they were stopping all collections on Ms. Janco's account until the thorough investigation was done. Instead di-check in retaliation which violates the retaliation act gave Ms. Janco a bill for approximately $11,000-$14,000 essentially ditech frauding and forge these documents turning the credit into a debit in retaliation for turning them into the CFPB not only that they asked the CFPB the federal government for an extension of three months 90 days to thoroughly investigate and respond. Ms. Janco also complained that di-Tech was violating the ADA laws and putting all correspondence in Micro- font on the Statements and other documentation that was important for Ms. Janco to review Ms. Janco asked them in writing to put correspondence in a Large font format because she was legally blind and the ADA laws are very strict and they state you must have a way to communicate with the death the blind and the disabled before you open your doors for business. All businesses including church. Dietetic had been mocking Ms. Janco's blindness and disability by blowing up certain documents to 2000 font but putting extremely important payment information on the Statements in Micro font so that Ms. Janco for quite frankly even an elderly person with macular jig degeneration would not be able to follow along with what they were doing in commingling the funding. When Dieterich finally responded to the federal government three months after Ms. Janco filed the complaint di-Tech was fraudulently marking Ms. Janco's credit report delinquent in late owed Ms. Janco a credit of $600 times 10+ the government funding of 4000+ interest they had kept in suspense the CSE Insurance money also and by law any interest suspense accounts must acquire interest especially California state law. Janco felt and relied on di-Tech LLC to actually work with the federal government CFPB find out that they were indeed in the wrong and fix it and compensate Ms. Janco on the credit that she deserved because they have been overcharging her(Ms. Janco) also in 2016 dietetic was doing other DECEPTIVE PRACTICES only one of Mrs. Janco's statement that was supposed to be in larger font format according to the ADA the top boxes were Ms. Janco always put her check amount was prefilled in $3004.00 Mrs. Janco's payment was only 1502 a month what is an indicating is that Ditech failed to apply the last months payment billed Ms. Janco for to payments and prefilled in the top boxes. Which is against the law supposedly to prefilling boxes so Ditech had the first boxes

Ms. Janco and her family were looking forward to using this program by the state and federal government while she attended Blind school for various years 2016 -2019 or as long as she wanted to use the program and the program had money and funding. Di-Tech being in financial trouble with the government on the litigation that had just preceded that they promised the presiding judge that they were going to not break anymore laws received the property tax postponement loan payment as confessed in the Government reports attached on numerous occasions and refused to send the government property tax loan payments back to Ms. Janco within the 7 to 10 business days of receiving it they decided that they were going to keep it for their own use personal gain even know that Ms. Janco was being charged 7% interest on the loan funding that she never was able to use because Ditech had custody and control but Ms. Janco had ownership Ms. Janco had signed the Promissory contract and had a lien on her house Ms. Janco was the one he was blind and disabled Ms. Janco's the one who had quality equity of 65% in her house di-check did not apply for this loan they did not receive approval for this loan money and yet they kept this government and public funding money for their own personal gain Ms. Janco fought to get it back and fought to get a receipt of where the money was as she was being charged 7% interest Ditech had a federal responsibility by California law to do an escrow analysis yearly which was July 2017 mind you they had already had the receipt and the funding by the government four months before July 2017 so Ms. Janco was already paying interest on all those months 10 months later finally Ms. Janco reached out to Nicholas in the tax department who gave Ms. Janco his personal fax number verbally stated that he was sending out a check with the escrow analysis that was failed to be done in July 2017 along with all the impound monies and the government funding he was going to send this check November 1 of 2017 with any and all interest for all the months which were 10 that Ditech kept the Government funding and any fees and issues that arose from di-Tech to legally keeping misappropriation and embezzling the government funding when the rightful owner asked you for their government Funding back that they are paying interest on and you say no you are embezzling government and public funding with knowledge and it becomes larceny and embezzlement misappropriation of Government funding from the point when you told the original owner the rightful owner no I'm keeping it for myself federal law states that any government funding public funding that is issued must be accounted for by a receipt and can only be used for the designation that that government funding was for and the government funding was for 2016 and 2017 property taxes the tax department also knew that Ms. Janco had filed for 2016 2017 2017 2018 property taxes it would be illegal for Ditech to put the money in any account and use it for the next year's Property Taxes or use it for anything else other than what its purpose was intended to be used for and in California it is a federal felony to misappropriate Government and Public funding and the penalties are so severe there is no statute of limitations when you still Government and Public funding also was closing the Impounds so that Ms. Janco and was acknowledging that Ms. Janco would be using this government program and no longer needed the impound savings account because the bill would not be due if the stated California is going to pay the property taxes there is no due for Ditech LLC to pay. When Ms. Janco did not get the check November 1 of 2017 along with all the credit funding because di-Tech was

of California Controller Office loan payments account through Betty Yee, SCO # 001167, this loan bank account State of California was established in the year 2004 which Ms. Janco made payments with interest at 7 %. When the government decided that they didn't have enough funding for this program the federal government put it on hold for a little while in 2009. This program was so vital in helping Elderly, Blind, and disabled citizens that are on a fixed income or below poverty limit to help them remain in their homes until they die or sell the house. As of the date of this letter the Federal and State brought this program back on September 28, 2014, signed by Gov. Brown assembly Bill 2231. Gov. Brown signed the bill making it law in the state of California that all seniors, blind, and disabled citizens of California had the right to apply for this program and use this program if qualified.

Green Tree LLC, somehow the mortgage on 42103 Capistrano Pl. LANCASTER CA 93536 that was bought in 1995 was reassigned to Greentree LLC in the year 2013 to service the loan payments of principal and interest on a conventional loan. The service mortgaging company Greentree LLC was frauding their clients in various ways and due to the extent an large volume and after the meltdown of 2008 the CFPB and FTC launched a federal lawsuit to make them stop the fraudulent and illegal practices the judge presiding on that case was so mad and outraged on what they were doing to their clients that he afforded every client a civil penalty to make assured that they would clean up their act $63 million See Attached check; Ms. Janco received this check in September 2016; Ms. Janco received the attached government letter one year before and September 24, 2015 the application process to this government program started in Ms. Janco applied by application and her disability qualification and was approved with more than enough qualifications and equity in her house. The purpose of using this government program to pay property taxes at a 7% interest on the loan would provide you with lower mortgage payments due to your property taxes already been paid by the State of California. After Greentree got in so much trouble they changed their name to di-Tech LLC and assumed the job of servicing mortgage payments principal and interest the laws in California clearly state that mortgage lenders cannot force impounds unless the homeowner is two consecutive years behind in their property taxes. Throughout the years Ms. Janco had paid her own property taxes and fire Hazard Insurance with no problem then decided to have set up the impound savings account but then when the program came along in the stated California was going and willing and approved to pay her property taxes Ms. Janco decided it would be a great idea to help her and her family while she goes to school for the blind under the stated California rehabilitation program sponsored by the federal program SSI Ticket to work which is covered under the rehabilitation act of 1966. Di-Tech LLC in November 2016 had paid Ms. Janco's Property Taxes out of her impound savings account because they always pay one month early and the property taxes are due December 15 so Ms. Janco had already paid her property taxes out of her savings account. The stated California sent on approval letter to Ms. Janco and I Tech LLC and the funding was dispersed somewhere in between December 30 of 2016 and March 2017. As with any loan program the minute the loan is disbursed the 7% interest starts accruing on the recipient or participant as common law if somebody receives a check they have 7 to 10 business days to reach it to the rightful owner.

Bankruptcy Fraud Consequences BANKRUPTCY CASES ARE SUBJECTED TO AN AUDIT IF FRAUD IS SUSPECTED.

Bankruptcy fraud doesn't occur as a result of an innocent mistake However, knowingly doing something to avoid paying a creditor a creditor files a civil fraud lawsuit, or the Department of Justice alleges fraud in a criminal action.

What is Bankruptcy Fraud? , most bankruptcy fraud has some connection with a debtor's attempt **to avoid paying creditors by concealing assets or abusing the system. For instance, bankruptcy fraud can occur as a result o**

- **transferring property to someone for less than its actual value**
- **inaccurately reporting property or income in bankruptcy.**

Other offenses include the destruction of records, falsifying documents filed in court, using false identity information, bribing court officials, and stealing from the Creditor's

Civil Bankruptcy Fraud Consequences

Civil actions are often brought by a single creditor seeking a remedy against a debtor for an isolated action (instead of a broader action filed by the Department of Justice). For instance, a creditor might claim that the debtor lied about income or fraudulent behavior or show that the debtor never intended to repay an obligation.

The level of proof necessary to bring civil sanctions against a debtor or others in the bankruptcy court is much lower than what the DOJ must prove in a criminal case. Therefore, regardless of whether there is a criminal proceeding, the bankruptcy court has at its disposal several options:

- **Dismiss the bankruptcy case. The bankruptcy court can dismiss a matter on its own motion or the motion of a creditor or the US TRUSTEE. The judge can also impose a restriction that would**

U.S. 695, 702-03 (1995). In that case, the Supreme Court had held that prior versions of section 1001 only prohibited false statements made to the executive branch. The False Statements Accountability Act expanded Section 1001 to false statements with respect to any matter within the jurisdiction of the executive, legislative or judicial branch of the federal government.

False Statements or Representations

The concept of a "statement" within the context of section 1001 is generally given a broad interpretation. Such statements can generally be made orally or in writing. It is not necessary for a statement to be made under oath as the statute applies to false sworn and unsworn statements.

The *Bronston* Defense – The "Literal Truth" Defense

Under the Supreme Court's decision in *Bronston v. United States*, 409 U.S. 352 (1973), the federal perjury statute, 18 U.S.C. § 1621, does not reach a witness' answer that is literally true, but unresponsive, even assuming the witness intends to mislead his questioner by the answer, and even assuming the answer is arguably "false by negative implication." The scope of this defense, and its applicability under section 1001, are not entirely settled law in all circuits. But see, *United States v. Moses*, 94 F3d 182, 188–189 (5th Cir. 1996) ("We cannot uphold a conviction . . . where the alleged statement forming the basis of a violation of section 1001 is true on its face.").

The "Exculpatory No" Doctrine

Prior to 1996, a number of federal courts had recognized an exception to prosecution under section 1001 commonly known as the "exculpatory no" doctrine. Under the "exculpatory no" defense, "a simple denial of guilt" to a government investigator was not a violation of section 1001. However, in Brogan v. United States, 522 U.S. 398, 401 (1998), the Supreme Court stated that "the plain language of § 1001 admits of no exception for an 'exculpatory no.'" 522 U.S. at 408.

Matter within the Jurisdiction of a Branch of the Federal Government

The false statement at issue must have been made in a matter within the jurisdiction of the executive, legislative, or judicial branch of the United States government.

The government takes the position that the false statement need not be made directly to a branch of the government. As a result, the Department of Justice has authorized prosecutions under section 1001 for false claims that have been prepared, but not yet filed with the IRS.

Materiality

Materiality under section 1001 is an issue for the jury. Courts typically engage in an analysis that asks three questions: (1) what statement was made, (2) what decision was the agency trying to make, and (3) whether under the appropriate legal standard, the statement was material to the

decision the agency was trying to make. The State of California Betty Yee Property Tax Postponement Loan Program SLO # explained to Di-Tech and affiliates; that the State Controller's Office (SLO) could absolutely not give out any information on Ms. Janco's Private State Controller's Loan account without a "WET" signature and Written authorization and release signed by Ms. Janco. This State Government Account was given and assigned only to make her (Ms. Janco's) State of Ca. Loan Payment's and interest it was opened in 2004. Di-Tech was under investigation by the CFPB (consumer financial protection Bureau) case # for receiving the government State California property tax postponement loan program monies in March 2017 . On that date the loan was dispersed interests started accruing as any loan at 7% interest per annual. Di-Tech was also under investigation by the Los Angeles Consumer and business affairs mortgage fraud investigator RE# for Mortgage Fraud falsifying statements missing payments, and embezzling the State of California funding ; for the blind, elderly, and disabled loan program for Ms. Janco's property taxes. This government loan program for the blind had absolutely nothing to do with Ditech or principal and interest this loan program had been used by Ms. Janco in 2009 before Ditech servicing company. MS. Janco was approved for 2016 – 2017 property tax years which is CONFESSED by Ditech in all of the government investigation reports. As per California impound laws, which was explained to Ditech by the investigator name Chelo and her supervisor ; a mortgage company in California cannot force property tax or insurance impound unless the client is two years behind in her property taxes consecutively especially if she had 65 to 70% of her house paid off. Di-Tech received the approval letter from both Ms. Janco and the State of California Controller's office Betty Yee stating Ms. Janco was approved for the program the amount that they were paying the tax years that they were paying for and when they were paying it and all other instructions. Ms. Janco did not need further approval from di-Tech to use this government disability loan program. See RE: dated July 2018; Di-TECH clearly states that they contacted the State of California Controller's office trying to access Ms. Janco's private government payment account while there under investigation by LA County for Embezzlement of the government funding stealing the money of CSE INSURANCE along with current payments that were made and all monies that were in the impounds of 2017 refused to give the investigator the amount of the CSE insurance money where it was how much it was how much was the interest and why were they not releasing the funding that they had from 2015 California law says you need to pay a percentage of interest for any monies that you hold in any suspense accounts whatsoever to the homeowner RESPA laws state that you must give an escrow analysis every year on your anniversary date of the mortgage and issue a check if the amount is over $50 to the homeowner which Ditech was notified in writing that they needed to close the impounds Ms. Janco was using the program for various years for as long as she wanted to use the State program due to her disability until she died or sold the house . Di-Tech phone Ms. Janco in July 2018 and asked Ms. Janco to sign a release and authorization form so that Ditech could have access to Ms. Janco's Loan account under false pretenses that they needed this information to allow her to use this government program. Di-Tech knew this was a false statement they had the approval letter the only reason why they wanted access to Ms. Janco's private loan account was to pull more fraud. In July 2018, Di-Tech

Ms. Janco $500.to $600 a month Ms. Janco only needed to Pay Principal and Interest Approx.$1025.00 a month according to Di-Tech's statement to the CFPB. Forging fraudulent monthly statements attempting to collect the funding that was not owed to Ditech Holding Corporation LLC, and affiliates.

California Law states that A Lender cannot force impounds for Property Taxes or Fire Hazard Insurance unless the Mortgagee is 2 years behind in Property Taxes. See: California legislative Civil Code

ARTICLE 2. Mortgage of Real Property [2947 - 2955.5] *(Article 2 enacted 1872.)*
2954. (a) (1)

When an entity conducts business in the State of California you must Conduct the Business or entity in good faith,coduct by California Laws (or do not conduct business in California) Walter Management Holding company LLC (9818) Greentree LLC(

Ms. Janco was approved for the PPT State of California State of Ca. embezzled the State of California Property Tax Postponement Funding loan that Ms. Janco had applied for 2016 -2017 property tax years; which she was approved for. Ms. Janco's allegations included Violations of the ADA laws putting correspondence in Micro font to fraud Ms. Janco so that she could not read or understand the transactions that were taking place on her monthly statements. These statements on one (Left) side would state that her payment was received on the left side of the paper statements. On the right side of Ms. Janco's paper Ditech Statements in Micro font to the lower right the micro-font was not even visible to the fraud investigator of the consumer and business financial affairs a vision sighted person was having a hard time reading what I found out later on the left-sided city received the statement but on the right side and the little tiny Micro font two payments would be missing see attached

Exhibit 1

Description of the basis for the claim: The Owner Walter Investment Management Corporation as in (DEBTOR) in Possession :

In Re Chapter 11

Case # 17-13446 (JLG)

Debtor and affiliates were under Investigation From 2015 for Embezzlement of Insurance Funds (CSE) Which belonged to Ms. Janco when asked refused to give the funding back. The Debtor in Possession was also found guilty in a Federal Lawsuit by a presiding Federal Judge for: Breaking State and Federal Laws in servicing Consumers and other Illegal acts sued by the Government Federal Agencies (CFPB) Consumer financial protection Bureau and (FTC) Fair Trade Commission. In which Ms. Janco was a victim of their DECEPTIVE PRACTICES and received a check from that federal Lawsuit for these bad acts in September 06,2016. See Exhibit 1 (Listed)

The Debtor Was Under investigation for crimes Federal Felonies and Embezzlement of The State of California Property Tax Program State Controller's Office Government/Public Funding is local government programs and services division Sacramento, CA 94250 in California.

The Debtor's committed felony crimes in California against California.

The Consumer Creditor Trustee Emailed Ms. Janco August 19,th,2021;Tara Twomey sent Ms. Janco a Lien release dated and filed January 30th, 2019. 11 Days Before The Debtor's Filed the second Bankruptcy Case Feb 11 the, 2019. The Debtors were Under Investigation for the Embezzlement of Government/public funding from the State Controller's office which is clearly admitted and confessed to federal government agencies in multiple Government reports. The debtors while under Investigation for these federal crimes in California fled to avoid prosecution and restitution. While under Investigation in Los Angeles County knowingly and willingly confessed to the fraud investigator Chelo Jovellanos dated July 28, 2018 see Exhibit 2

In the Los Angeles Investigation Report that was ongoing on the Embezzlement misappropriation of California state government funding that was in Ms. Janco's name a loan from the State of California Controller's office at 7% interest . In this investigation report Di-Tech tells the fraud investigator they had placed a call to the California State Controller's office to get information on Ms. Janco's private loan account which is a state government loan account where Ms. Janco makes her loan payments private since 2004. It states as a confession along with the other written confessions that "The State Of California's Controller's Office could not give Di-Tech any Information on any Person's Government Account without Authorization and Release from Ms. Janco . A "WET" Signature to access a Private California Government loan account. The State of California Controller's office told DI-TECH "No" In the Los Angeles Government investigation report on page 2 Ditech confesses in writing that they placed a call to Ms. Janco on July 18 to get this authorization and release with the wet signature and have it faxed back to Ditech. Ms. Janco said absolutely "not" why would you need access to a government loan account in my name when you embezzled the government funding of California in the first place what are you trying to do now Ditech you are under investigation for embezzling the government funding from the State of California Controller's office and now you're asking Ms. Janco to give you free authorization to access the account absolutely "not "you are working with

to crooked , The $63 million fine from the CFPB and FTC didn't teach "THE DEBTOR"S a lesson from that federal judge at all. NOW anybody that is involved in those two bankruptcy cases is going down for bankruptcy crimes. Crimes against the stated California Controller's office.

In 2015 Ms. Janco was Janco received notice from the State of Ca. Controller's Office the PPT LOAN Program receiving applications July 2015. Ms. Janco applied 2016 & 2017 was Approved . Ms. Janco paid the Property Taxes out of her Impounds in Nov 2016 By Di-Tech LLC. Ms. Janco gave written notice to Di-Tech , To close her Impounds to use The Loan Program from the State of Ca. 2016-2019 or when Ms. Janco wanted to stop . California Laws: IT is illegal for a lender to try and force Impounds or Fire Insurance unless the Mortgagee is 2 years behind . When the Debtor misappropriated the California PPT government funding/public funding and confessed to receiving and keeping the government/public funding is always a federal felony in California. After telling Ms. Janco they were going to send a check for the Government funding and the interest that has accrued for the last 10 months that they held it in possession while Ms. Janco was paying 7% interest on the funds since disbursement she relied they were telling the truth. They were under Investigation for Embezzlement of California government/and public funding. They were contacted by the federal government that had just sued them in a federal court for misconduct in servicing their customers in the CFPB gave 10 days to respond as of December 13, 2017. The Debtor needed to respond by December 23, 2017 and account for the State Of California government funding/public funding for the blind, elderly, and disabled. The Debtor concealed from the New York Southern District United States Bankruptcy Court .

1) the Debtor was under investigation by the federal government CFPB

and had confessed in writing in Multiple Government Reports and oral agreements. Yes, it was true.

they indeed received the loan funding that was in claimant and the rightful owner Lisa Janco due to her disability of being blind. Instead of giving the funding that they knew was from the California state government public funding. The Debtor kept it for personal use. This offense in California is a very serious offense this crime is always charged in California as a federal felony, as serious as murder with no Statute of Limitations . The Debtor was told again and again they were committing a federal felony against the State of California for misappropriating, Embezzling, larceny of Government Funding for the Blind and refused to give the funding back to the rightful owner

(Lisa Janco) to this date six years later ; the Debtor still has custody and control refusing to account what The California Funding for the

(Blind) was spent on where it is and a receipt which is federal law. In criminal court which is where this is going it is going to be hard for the Debtor to say "I didn't know it was a federal felony against the State of California when the Debtor is not "Blind" nor did the Debtor filled out an application for a government program that was for the Blind .When the Debtor with knowledge ,malice, and intent to harm Ms. Janco by keeping the embezzled funding from both the State of California Controller's Office Property Tax Loan funding along with the Insurance

funding from CSE insurance. When the Debtor committed these crimes which are Federal and against the State of California filed for bankruptcy .

Chapter 11 case number # 17 – 13446 (JLG) the Debtor in possession knew had possession of California/government/ Public funding. The Debtor was using the United States of America Bankruptcy system: United States Southern District of New York Federal Bankruptcy court to go before a Federal Judge Garrity Jr. with the "Embezzled" State of California Property Tax Government /public Funding with Ms. Janco's Loan funding and CSE Insurance Funding . The Debtor was committing a Federal Bankruptcy Crime and money laundering the stolen embezzled government funding from "Dirty" Stolen Money into "Clean" Money with a federal United States judge "WET"s Signature allowing this Corporation entity to rightfully keep the stated California's stolen government/public funding. If this Federal Bankruptcy Case has been discharged successfully as of February 09/2018 . The Debtors are liable to The State Of California; and Ms. Janco & her family for Damages and Restitution. But above all; the Bankruptcy Crime has been reported to the Department of Justice, the Federal Bureau of Investigations the US Attorney, Us Trustee for Prosecution.

The fact is this Corporation affiliates, DBA Greentree LLC, Di-Tech LLC, and Affiliates while still under investigation in Los Angeles County by a government agency The Consumer and Business Affairs was Under Investigation for the worst Mortgage Fraud in Los Angeles County California Penal Code 532F describes the crime of Mortgage fraud, which is also commonly called real estate fraud. PC 530 2F applies to anyone in a fraudulent mortgage transaction also known as real estate fraud. Mortgage fraud occurs when somebody commits a fraudulent act. Related to purchase, sale or financing mortgages, and foreclosures California provides penalties for anyone who deliberately provide faults representation connected to any part of a real estate transaction. When convicted of Mortgage fraud in California will face harsh penalties, including jail time, fines and restitution. A conviction will normally require the defendants to pay restitution to the victim. The Debtor knowingly with intent and malice to inflict harm on Ms. Janco and her family. Knowingly and willingly filed forge documents to commit mortgage fraud, foreclosure fraud, creditor lending schemes that the Debtor and affiliates were already convicted of the CEO of RMS was Convicted 7 Million dollar Ponzi scheme against elderly citizens all over the country with reverse mortgages and 2017.

The depth or committed Mortgage fraud Penal Code 530 2F ACCORDING to California Penal Code 532f PC states you can be charged with Mortgage fraud if with the intent to defraud you deliberately make any inaccurate or misleading statements during the mortgage lending process; the depth or knowingly and willingly knew that Ms. Janco was owed a credit and 2017 of in between 7000 and $14,000 for overpayment and the government funding and the CSE insurance funding and the impounds. Promised Ms. Janco to send a check November 1,st 2017 , when Ms. Janco turned the Debtor into the CFPB federal government for embezzling the California states funding/public funding they forged documents and statements stating that Ms. Janco was behind in her mortgage payments. The Statements went from a credit of $7000.00 -$14,000.00 from November 1, 2017- December 2017 after Ms. Janco filed the Embezzling charges of Government funding of the State of California, with the (CFPB)

Ms. Janco was sent a fraudulent Statement Document (FORGING MORTGAGE STATEMENTS) is Mortgage Fraud statement in Retaliation stating that Ms. Janco owes the Debtor $ 11,000.00 to $ 14,000.00. The Witness 's List :

Los Angeles Consumer and Business Affairs : Fraud Supervisor Chelo Jovellanos , Fraud Investigator

Los Angeles County Consumer and Business Affairs Supervisor: Clemente Mejia Gutierrez

Phone # 626-293-1443

State Of California Controller Property Tax Program Analyst Supervisor: Candance Bullock Email: postponement@sco.ca.gov

Lancaster FBI :Dave Jimenez Field Office Lancaster Ca.93536.

See Exhibit 5

From December 13, 2017 when Ms. Janco filed her first complaint with the CFPB Ms. Janco's complaint specified the Debtor was engaging in Mortgage fraud, over charging Ms. Janco five to $600 a month had embezzled the State of California Property Tax Postponement Funding loan that Ms. Janco had applied for 2016 2017 property tax years which she was approved for.

c. a statement describing why the claim should not be disallowed, including the specific factual and legal bases upon which the claimant will rely in opposing the Objection;

d. all documentation or other evidence upon which claimant will rely in opposing the Objection, excluding documentation provided with the original Proof of Claim; and Evidence of Crimes against The State of California Controller's Office.

e. the name, address, telephone number and email of the person (which may be the claimant or the claimant's legal representative) who will have the ultimate

authority to settle or otherwise resolve the Claim on behalf of the claimant.

A HEARING ON THE OBJECTIONS will be held on November 23, 2021 at 11:00 a.m.

EDT in the United States Bankruptcy Court, One Bowling Green, Room 601, New York, New York 10004. The Claims Hearing Procedures govern the procedures at the hearing.

19-10412-jlg Documents

4 a written response to the Objection, you should plan to appear at that hearing, unless the Consumer Claims Trustee notifies you that the hearing will be postponed to a later date. You may participate in the hearing telephonically by complying with the Court's instructions

(Including providing prior written notice to the attorneys for the Consumer Claims Trustee), which can be found on the Court's website at www.nysb.uscourts.gov.

Relief sought : To Determine if the Jurisdiction still holds over the Crimes that were Committed against Ms. Janco and The State Controller's Office of California . For 6 Years The Debtor's Kept

brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and--

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States;

(3) COURT AUTHORITY OVER ASSETS. --A court may issue a pretrial restraining order or take any other action necessary to ensure that any bank account or other property held by the defendant in the United States is available to satisfy a judgment under this section.

(4) FEDERAL RECEIVER. --

(A) IN GENERAL. --A court may appoint a Federal Receiver, in accordance with subparagraph (B) of this paragraph, to collect, marshal, and take custody, control, and possession of all assets of the defendant, wherever located, to satisfy a civil judgment under this subsection, a forfeiture judgment under section 981 or 982, or a criminal sentence under section 1957 or subsection (a) of this section, including an order of restitution to any victim of a specified unlawful activity.

Housing Act (H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

of 1949 (relating to equity skimming)

Listed in objection 10/29/2021

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. --

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(2) JURISDICTION OVER FOREIGN PERSONS. --For purposes of adjudicating an action filed or enforcing a penalty ordered under this section, the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

The crimes and criminal behavior from these entities started in the year of 2015. The corporations and entities were held liable for conducting their business practices with their clients that were against the Federal and State laws that were put in place by Congress in the United States of America; to protect consumers against predatory lending and unlawful practices. A federal lawsuit ensued by the CFPB and (FTC) Federal Trade Commission. The presiding judge that was presiding over the federal case awarded monetary damages and civil penalties to all clients that were being serviced by these corporations, companies, and entities. To change the bad practices that were alleged in the complaint and found guilty as charged by the federal judge that presided over this case. Ms. Janco received a check and HX the from this Federal Lawsuit in September 06,2016. See Attached Check and check stub from the Federal Lawsuit made payable to Ms. Lisa Janco in Exhibit 2.

Ms. Janco, received the first letter in July 2015 telling Ms. Janco about the Property Tax Postponement Program from the State of California which is a loan with 7% interest monthly. The State of California Controller's office sent Ms. Janco an application to apply for the 2016 – 2017 property tax years. Ms. Janco was approved the approval letter from the State Controller's office stated what they were going to pay when they were in the pay it and Ms. Janco sent a copy to the lender stating she had been approved for the property tax loan program and will be closing our impounds and using the program from 2016 until 2019 or whenever she was done and out of school for the blind ;and the funding was sent between January 2017 and March 2017. Walter management Corporation and entities Greentree LLC, Ditech Holding Corporation LLC, The government funding for their own personal use and refuses to give it back to the rightful owner of the program Ms. Janco loan number SCO# 100167 see attached Exhibit 3

From December 13, 2017 ; when Ms. Janco filed her first complaint with the CFPB Ms. Janco's complaint specified that Walter Management Corporation and Affiliates, AKA. Greentree LLC.,

Di-Tech Holding Corporation LLC was engaging in Mortgage fraud over charging

government stolen funding never allowing Ms. Janco to use the program fled to New York and money laundered the stolen money into clean money. Now the trustee is telling everyone that there is no more Di-Tech. In the same investigative report Di-Tech actually admits that Ms. Janco only owed them principal and interest of $1025.00 to 1125.00. It's funny that in the same report Di-Tech states that they would need something in writing like the approval letter that they received from the State of California. See Exhibit 8

In the same report ditech admits not once but twice that the font size violates ADA regulations and the California UNRUH act which are federal laws that state you must be able to accommodate the blind and disabled before you even open your doors for business.

See Exhibit 7

It also states all these amounts for interest that were falsified, never sent to Ms. Janco which violates California law. It also states from the date of this letter January 30, 2018 Di-Tech was under investigation by the CFPB for the embezzled funding, the CSE insurance money, the Impound funding that was due by federal law July 2017, which clearly states that Ms. Janco would have a credit since her property taxes were paid by the State of California. Ditech was charging her an extra $500 a month for 13 months as of the date of this letter which is dated January 30, 2018. But clearly in December 2017 when Ms. Janco filed the first complaint with the CFPB it is clear Ms. Janco was owed a credit of funds. In December 2017 in retaliation (Violating) The Retaliation Act. for Ms. Janco turning in a complaint to the CFPB who just fined Di-Tech / Greentree LLC 63 million and Civil penalties see attached federal lawsuit with the check number and the date. Di-Tech sent Ms. Janco a bill for approximately 11,000 – 14,000.00. Which di-Tech clearly knew was fiduciary fraud, actual fraud, and black mail: the definition of black mail if you do this then we will do this: in Ms. Janco's case Ditech is telling Ms. Janco if you send us a check for up to $14,000 that you don't even owe; because we owe you we might send you the surplus of $3000 and let you reside in your house that is 68% paid off; by using the mail and the Postal Service to intimidate, black mail, extortion, scare a blind lady by definition that act as mail fraud. Ms. Janco by law is entitled to; Federal Law demands it a break down, a receipt of where the State of California funding actually went what it was spent on and all the interest in all the accounts in suspense accounts; the 2017 escrow analysis the dollar amount that was actually in any break down of the insurance money and interest from the date of 2015 when Di-Tech received from Ms. Janco's insurance money check, the interest that is owed of CSE INSURANCE along with current payments that were made and all monies that were in the impounds of 2017 refused to give the investigator the amount of the CSE insurance money where it was how much it was how much was the interest, why were they not releasing the funding that they had from 2015 California law says you need to pay a percentage of interest for any monies that you hold in any suspense accounts whatsoever to the homeowner RESPA laws state that you must give an escrow analysis every year on your anniversary date of the mortgage, issue a check if the amount is over $50 to the homeowner which Di-Tech was notified in writing that they needed to close the impounds Ms. Janco was using the program for various years for as long as she wanted to use the State program due to her disability until she died or sold the house . Di-Tech phoned Ms. Janco in July 2018, asked Ms. Janco to sign a release and authorization form so that Ditech could have access to Ms. Janco's Loan account under false pretenses that they needed this information to allow use of this government program. Di-Tech knew this was a false statement they had the approval letter the only reason why Di-Tech wanted access to Ms. Janco's private loan account was to pull more fraud.; now on the California State Controller's

supposedly put these Interest payments in the impounds and then kept the impounds. Fraud, Fiduciary Fraud ,Actual fraud , embezzlement , Larceny The fraud investigator of LA County wanted the receipts an accounting for these items including the 2017 escrow analysis. Which is a federal law. This same report states Ditech was again under investigation by the CFPB from December 14, 2017 and misled all of the government investigators that they were going to straighten out. Ditech stated to the investigators that they were stopping all collections. This report also acknowledges with Di-Tech confession that; upon further Investigation to Ms. Janco's concerns Di-Tech was able to locate an annual statement of Postponed property taxes letter from the State of California dated May 23, 2018-enclosed. Di-Tech then states that this tax postponement letter is not sufficient to remove her property tax escrow even though the annual statement clearly shows

Di-Tech that Ms. Janco was being charged interest on the loan since the day of disbursement not to mention Ditech was told they would be breaking California law, A Federal Felony. According to California Law a lender cannot force Ms. Janco to have impounds for her property taxes when clearly, she's (Ms. Janco) was approved for the State of California government funding. Ms. Janco did not need to get another approval from Di-Tech or application to use the State of California government program for the blind she (Ms. Janco) already had the approval from the State of California which clearly shows Ditech violated the ADA, California UNRUH act, the Disability Discrimination Act, Ms. Janco's Civil Rights to use this program that she was approved for instead Di-Tech embezzled this government public funding to use for their own personal use and still have the funding to this day. Ditech has violated the Disability Discrimination act, the Federal ADA, the California UNRUH act, Ms. Janco's civil rights six years, going on seven years that Ditech has discriminated and not allowed Ms. Janco and her family to use this program. In this government investigation report it clearly states – Ditech had no right or authorization to access the government account from the State of California Controller's office – Betty Yee – CPA: especially after Di-tech embezzled the funding kept it from 2016 until 20 19, with Ms. Janco being billed 7% on a loan program from the State of California that she was never able to use. The fact that now and 2021 as Janco Vs. Di-Tech in the Federal Bankruptcy Court Ms. Janco finds out that Di-Tech forge documents and/or Ms. Janco's name to gain a release of the Lien to a government account that was a private loan account were Ms. Janco makes the loan payments for the sole purpose of embezzling the funding back in to the State of California State Controller's Office loan account while under Investigation from the Los Angeles County fraud investigator to never allow Ms. Janco use of the government funding. A class D federal felony 11 days before filing for bankruptcy fleeing to New York when there clearly under investigation in Los Angeles County to come back after getting the protection and six months to fraud Ms. Janco out of her $850,000 blind equipped house that she worked all her life for; the family home her generational wealth and Ms. Janco wants Criminal charges and restitution. The fact that Di-Tech states to an investigator of Los Angeles County that they are unable/refuse to remove Ms. Janco's Property Tax escrow from Ms. Janco's monthly payment amount. Simply due to Ditech was using the impounds as a vehicle to embezzle and defraud. In the same report "we SYMPATHIZE with Ms. Janco's SITUATION and remain willing to work with and review the account for any available payment assistance programs" this is a perfect example of a hate crime Di-Tech knew they had stolen the government funding and now there Mocking Ms. Janco because Di-tech feels so sorry for her (Ms. Janco) this shows the Malice and Intent to cause Ms. Janco irreparable harm-what's the matter Ms. Janco are you mad that we stole your funding for the blind-that's why the FBI investigates hate crimes. They took all of the

for receiving the government State California property tax postponement loan program monies in March 2017 . On that date the loan was dispersed interests started accruing as any loan at 7% interest per annual. Di-Tech was also under investigation by the Los Angeles Consumer and business affairs mortgage fraud investigator RE# for Mortgage Fraud falsifying statements missing payments, and embezzling the State of California funding ; for the blind, elderly, and disabled loan program for Ms. Janco's property taxes. This government loan program for the blind had absolutely nothing to do with Ditech or principal and interest this loan program had been used by Ms. Janco in 2009 before Ditech servicing company. MS. Janco was approved for 2016 – 2017 property tax years which is CONFESSED by Ditech in all of the government investigation reports. As per California impound laws, which was explained to Ditech by the investigator name Chelo and her supervisor; a mortgage company in California cannot force property tax or insurance impound unless the client is two years behind in her property taxes consecutively especially if she had 65 to 70% of her house paid off. Di-Tech received the approval letter from both Ms. Janco and the State of California Controller's office Betty Yee stating Ms. Janco was approved for the program the amount that they were paying the tax years that they were paying for and when they were paying it and all other instructions. Ms. Janco did not need further approval from di-Tech to use this government disability loan program.

Exhibit 2

Los Angeles County Consumer and Business Affairs

Attention: Chelo Jovellanos, INVESTIGATOR

500 West Temple Street, Room B-96

Los Angeles, Ca. 90012-2706

Witness for Criminal Case:

See RE: 18-04346 Page 2 dated July 2018; Di-TECH clearly states that Di-Tech contacted the State of California Controller's office trying to access Ms. Janco's private government payment account while there under investigation by LA County for Embezzlement of the government funding stealing the money. Page 1- Di-Tech Clearly States Both Payments for Ms. Janco's Property Taxes were received and clearly States from The State of California for her Property Taxes Due to her Disability. Di-Tech Clearly received the Approval Letter from the State of California from the Blind, Elderly and

Dis-abled fund (Government/ Public funding) It also clearly states that: In response to Ms. Janco's Monthly Payment It Appears "That Ms. Janco does not believe that she should BE MAKING monthly escrow DEPOSITS for property taxes." The whole reason Ms. Janco was again using the Government funding from the State Controller's office is because it would lower her payment to principal and interest $ 1101.00 Approx. That was the whole point of the program. Not to mention California law and the investigator states they can't force you to have impounds unless a Mortgagee is two years behind in the property taxes. (California Law) Why? Would someone /anyone be upset that you're not paying a bill that you don't owe. I'll tell you why Di-Tech was using Ms. Janco's impounds for the "vehicle "to embezzle Mortgage payments and Ms. Janco's CSE Insurance Money from 2015 until present. The State of California Government funding, plus in the same report ditech fraudulently states that I received all the interest payments by California law which is just a false Fraudulent Statement Di-Tech

5. The statement, representation, or document pertained to an activity within the jurisdiction of the federal agency to which it was addressed.

Legislative History

Section 1001 finds its origin in a statute that was enacted in 1863.

The False Statements Accountability Act of 1996, Pub. L. No. 104-292, 110 Stat. 3459, amended section 1001 in response to the Supreme Court's 1995 decision in Hubbard v. United States, 514 U.S. 695, 702-03 (1995). In that case, the Supreme Court had held that prior versions of section 1001 only prohibited false statements made to the executive branch. The False Statements Accountability Act expanded Section 1001 to false statements with respect to any matter within the jurisdiction of the executive, legislative or judicial branch of the federal government.

False Statements or Representations

The concept of a "statement" within the context of section 1001 is generally given a broad interpretation. Such statements can generally be made orally or in writing. It is not necessary for a statement to be made under oath as the statute applies to false sworn and unsworn statements.

The *Bronston* Defense – The "Literal Truth" Defense

Under the Supreme Court's decision in *Bronston v. United States*, 409 U.S. 352 (1973), the federal perjury statute, 18 U.S.C. § 1621, does not reach a witness' answer that is literally true, but unresponsive, even assuming the witness intends to mislead his questioner by the answer, and even assuming the answer is arguably "false by negative implication." The scope of this defense, and its applicability under section 1001, are not entirely settled law in all circuits. But see, *United States v. Moses*, 94 F3d 182, 188–189 (5th Cir. 1996) ("We cannot uphold a conviction . . . where the alleged statement forming the basis of a violation of section 1001 is true on its face.").

Matter within the Jurisdiction of a Branch of the Federal Government

The false statement at issue must have been made in a matter within the jurisdiction of the executive, legislative, or judicial branch of the United States government.

The government takes the position that the false statement need not be made directly to a branch of the government. As a result, the Department of Justice has authorized prosecutions under section 1001 for false claims that have been prepared, but not yet filed with the IRS.

Materiality

Materiality under section 1001 is an issue for the jury. Courts typically engage in an analysis that asks three questions: (1) what statement was made, (2) what decision was the agency trying to make, and (3) whether under the appropriate legal standard, the statement was material to the decision the agency was trying to make. The State of California Betty Yee Property Tax Postponement Loan Program SLO # explained to Di-Tech and affiliates; that the State Controller's Office (SLO) could absolutely not give out any information on Ms. Janco's Private State Controller's Loan account without a "WET" signature and Witten authorization and release signed by Ms. Janco. This State Government Account was given and assigned only to make her (Ms. Janco's) State of Ca. Loan Payment's and interest it was opened in 2004. Di-Tech was under investigation by the CFPB (consumer financial protection Bureau) case #

1001167 Whether or not this United States Bankruptcy Court still holds Jurisdiction and ability to rule on Criminal Acts based in California by Federal Laws and /or Lift the Stay to Proceed in California Courts. If a resolution can't be reached in this United States SDNY Federal Bankruptcy Court. Ms. Janco is asking for a Remedy or Mediation or Decision /Ruling and resolution to this case to recover (F) proceedings to determine, or recover preferences; *see John E. Burns Drilling Co. v. Central Bank of Denver*, 739 F.2d 1489 (10th Cir. 1984); *Country Junction, Inc. v. Levi Strauss & Co. (In re Country Junction), Inc.*, 41 B.R. 425 (W.D. Tex. 1984), *aff'd*, 798 F.2d 1410 (5th Cir. 1986); *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996). *But see Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33 (1989) State of California funding for property Taxes for the Blind with 7% Interest AD MINISTRATIVE PROOF OF CLAIM.

A HEARING ON THE OBJECTIONS will be held on November 23, 2021 at 11:00 a.m. Due to covid Ms. Janco will be using telephonic Hearing procedures as registered by the court. Each Person will receive a copy of this Documentation.

Section 1001(a) provides that it is a federal crime, in a matter within the jurisdiction of a government agency, to (1) falsify, conceal or cover up a material fact, (2) make any materially false, fictitious or fraudulent statement, or (3) make or use a document containing a materially false statement. In the criminal tax context, section 1001 is generally used in connection with the submission of false documents or making of false statements to an internal revenue agent during an audit or investigation.

The Statute and Elements

The relevant statute provides as follows:

§1001. Statements or entries generally

(a) . . . [W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully —

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years . . .

Thus, in order to establish a violation of section 1001, the government must generally prove the following elements beyond a reasonable doubt:

1. The defendant made a statement or representation, or made or used a document;

2. The statement, representation, or document is false or fraudulent;

3. The statement, representation, or document is material;

4. The defendant made the statement or representation, or made or used the document, knowingly and willfully; and

Office with forged documents. In July 2018, Di-Tech wanted to pull fraud on the State Controller's office Betty Yee from the State of California. Di-Tech got the bright idea if the Stolen Government Money goes back in the State Controller's Office it won't be considered Mis-Appropriation of Government Funding. MS. Janco said absolutely not you have the approval letter, find the government funding cooperate with the LA fraud investigator or give the

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

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shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent

statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

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(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. --

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(2) JURISDICTION OVER FOREIGN PERSONS.--For purposes of adjudicating an action filed or enforcing a penalty ordered under this section, the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and--

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States;

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the

defendant's subsequent statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. --

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(2) JURISDICTION OVER FOREIGN PERSONS.--For purposes of adjudicating an action filed or enforcing a penalty ordered under this section, the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and--

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States;

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Lisa Janco Administration Proof of Claim 2585, Administration Proof of Claim 2919

Ditech Holding Corporation

Di-Tech LLC. CASE NO. 19-10412-jpg

Walter Management Holding Company LLC (1008) and Affiliates DBA Greentree LLC. (5864) Di-Tech Holding Corporation LLC (5868) Walter Management Holding Company LLC. And Affiliates were under investigation in 2016 -2018 for Embezzling State Of California Property Tax Program and other charges by the CFPB filed in Dec 13,2017 asked the CFPB for a 90 Day Extension on reply to the Government Investigation Stating all collections would be Stopped . A Fraudulent Invoice Bill was sent for $ 11,000.00 -$ 14,000.00 to Ms. Janco when Ms. Janco was Promised a check would be sent Nov 01, 2017 when the check did not arrive Ms. Janco Filed a Complaint with the CFPB. Walter Management Holding Company LLC. (1008) Filed for Chapter 11 February 09, 2018 ,Chapter 11 WALTER INVESTMENT MANAGEMENT CORP: Case No. 17-13446 (JLG) Debtor.1

Without the CFPB (or) Ms. Janco this was Concealed from the Government Investigation. Ms. Janco was fighting to get the State of California PPT Loan Program funding back that was in Ms. Janco's name . Therefore The Government Funding that was Embezzled along with the CSE INSURANCE Funds that were Embezzled in 2015. Was entered into the SDNY BANKRUPTCY SYSTEM which is Stolen assets which is Bankruptcy Crimes than the Company changed Names to Di-Tech LLC. Where the Fraud continued on with Criminal Activity and while under Investigation.

A creditor may enforce the lien to recover the property secured by the lien even after a discharge is entered by the bankruptcy court.

III. Action to Determine Discharge ability

A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

A party seeking to except a debt from discharge under Section 523(a) (2), (4), or (6) of Title 11, must initiate an adversary proceeding in the bankruptcy court to obtain a judgement that the debt is nondischargeable.16 The burden of proving a ground for objection is on the objecting party.17 The burden may be met under a preponderance of the evidence standard.18

While federal law controls the issue of nondischargeability, a determination of the existence and amount of the underlying debt is controlled by state law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable state statute of limitations.

I Lisa Janco had applied for a government program for the State of California for various years 2016 -2019 The state approved me and would pay the property taxes for these years and

in return you pay them back 7% Interest on the funds. I was approved for the program Di-Tech paid the property taxes out of my impound account then when Di-Tech received the Government funding they were instructed by the State of California to return them back to Lisa Janco.

Di-Tech was to close the impound account and reduce the monthly payment to Principle and Interest only Approx. 1025.00 a month the State was paying the property Tax's and the Escrow analysis was to be run and the impound account closed in July 2017. Di-Tech acknowledged they had the funds for 10 months as I was being charged 7 % interest on the funds . The Tax Dept was closing the impound account and was to send a check with the Government funds with 7 % interest that occurred due to their mistake. The check and analysis was to be sent Nov 1st 2017. When no check came I filed a complaint with the CFPB. Dec 2017 once I filed the complaint Di-Tech changed the $7000.00 credit to a $14,000.00 Debit in retaliation and sent a statement saying Approx.$14,000.00 was due . The evidence will show that changing a credit into a debit within 30 days is an act of fraud. The monthly payments were to be principal and Interest only approx. $1025.00 a month. Di-Tech finally responded to the complaint on January 30,2018.

The evidence will show I had the right to use a government program due to me being disabled and blind. The evidence will show from day 1 Di-Tech was not going to allow myself , Lisa Janco to use the Government program from 2016- 2019. They charged the impounds for the Property Taxes in 2016-2017 and when Di-Tech received the Government funding used it and Di-Tech needs to account for the Government funding and account for the reason they refused to allow Myself Lisa Janco and her family from using the State Funding Program from 2016-2019. Ms. Janco has shown a plausible claim for relief under the ADA 503 and 504 under title iii the courts may order compensatory and punitive damages for discrimination. Under the ADA materials must be available for people with disability in alternate formats such as larger print format and accessibility. Under the Unruh act businesses cannot discriminate against people on the basis of a disability. The evidence will show Di- Tech mocking Ms. Janco for her disability and admissions to the CFPB complaint # 170214-2708093 on Dec 13th 2017. Di- Tech made an admission to the CFPB that they were reaching out to their print vendor for larger font and have no idea when this will be available for Ms. Janco violates the ADA Laws and the fact that Di-Tech can blow up certain items but put important papers in micro font proves malice and milieus behavior from Di-Tech in the same complaint admits they received the State of California in November of 2016 then say the future disbursements of them were invalid. The same complaint to the CFPB ; Di-Tech also states that Ms. Janco Only needed to pay principal and interest of Approx. $1101.00 a month . Ms. Janco did not need any modification; and the fact that Di-Tech put the modification paper work in micro font is just another example of Di-Techs attempt to defraud Ms. Janco due to her being Blind. Ms. Janco has the Statement from Di-Tech dated Dec 2017 after she made the complaint to the CFPB the statement shows the $7000.00 credit now turned into a $11,683.21. This type of behavior reflects retaliation against Ms. Janco for filing the complaint to the CFPB. The same statement shows as proof that instead of Di-Tech running the

escrow analysis for July 2017 and issuing the overage and closing the escrow account while Ms. Janco used the government program. This behavior violates Federal Law R.E.S.P.A, Ms. Janco also has evidence of $13,000.00 and $14,000.00 in her Impound account which violates the Impound Laws of a 2 month pad. The fact that Di-Tech knew Ms. Janco's house was 65% paid off and she was not 2 years late on property Tax's gave Di-Tech no right to force Ms. Janco to have an impound account when her Property Taxes were going to be paid by the State of California. Di-Tech agreed and acknowledged that Ms. Janco was using The Government Program agreed to close the Impounds and send Ms. Janco a check by Nov1, 2017. Instead Di-Tech was trying to defraud Ms. Janco of her Home of 30 years which was worth $650,000.00 and Blind equipped. They were attempting to charge her $ 1,610.00 which is in fact over charging Ms. Janco and refusing to allow her to use the State Program and refusing to provide evidence of where the Government Funding went while Ms. Janco was being charged 7% interest from the program. The Los Angeles Consumer and Business Affairs started an Investigation complaint # RE 18-04346 Di-Tech account # 32757411 Investigator Ms. Jovellanos Dated July 2018 in this complaint was a reference to the ongoing CFPB Complaint filed Dec 13, 2017. In this complaint Di-Tech makes an astounding and malicious statement to the investigator in writing Quote It APPEARS THAT MS.JANCO DOES NOT BELIEVE SHE SHOULD BE MAKING MONTHLY ESCROW DEPOSITS FOR PROPERTY TAXES . In Nov 2016 and March of 2017 we received payments from the State Of California for Ms. Janco's partial homestead exemption due to her disability. Di-Tech than states that we have not received any more funds from the State of California for her Property Taxes. Upon further Investigation we were able to locate a property Tax annual statement of Postponed Property Taxes letter from the State Of California dated May 23, 2018 . (enclosed) Please note this tax postponement letter or any of the approval letters that we have received is not sufficient to remove her Property tax escrow . This statement is a very powerful statement. Di-Tech refused to allow Ms. Janco to use the Government Program no matter what violating her civil rights and received and embezzled the State Of California's Funding had the Tax statement showing the interest owed to California and still kept the funding. Di-Tech than states WE SYMPATHIZE WITH MS. JANCO'S SITUATION AND ARE WILLING TO REVIEW THE ACCOUNT. Blowing up certain Items in Question to 2000 size font but other important documents in Micro font. Under Title iii Of the Americans with Disabilities Act (ADA) Prohibits disability based discrimination of businesses and known as public accommodations. Businesses must provide reasonable accommodations to individuals with disabilities and ensure they have equal rights to services. California Law provides protections The Unruh Civil rights Act and the Disabled Person's Act Prohibit discrimination by any business establishment. Government Code Section 11135 prohibits discrimination any violation of the Title iii is a violation of State and Federal Law.(Gov Code 11135) No person's may be denied the benefits or be discriminated under any program funded directly or assisted financially by the State. (Civ Code 54) A violation of the ADA will also be a violation of this section (Gov Code 12948) Under the Unruh Act you may file a lawsuit to recover damages (Civ Code 52)

Any person or groups conduct is intended to deny the full exercise of the rights guaranteed under the Unruh Act may file suit under (Civ. code 51 et seq) A violation of the ADA. Is also a violation of the Unruh Act. (Civ.Code,51,subd.(f).)

The evidence will show that Di-Tech was under Investigation from Dec 2017 until now for Mis-appropriation of Government funding and Embezzlement and violating ADA Laws, Fair Trade act ,Fair Credit reporting act and RESPA, Lying under penalty of perjury that I owed a debt that I did not owe. Violating my Civil rights to use a Government Program that I was approved for . Admissions in writing to CFPB in writing is very strong evidence in any court and admitting to violating the ADA laws and violating Ms. Janco's civil rights and discrimination and admitting in Government reports to violating these laws . The L.A. Consumer and Business Affairs Ms. Jove llanos will testify on Ms. Janco's account to the facts of this case. Ms. Jovellanos asked Di-Tech to produce the Escrow analysis for 2017 and also to produce the CSE insurance money account #32757411 Claim number: 00543933 Insurance policy CAH1067071 Insurance check:0695240 The Investigator requested this on June 28, 2019. Di-Tech refused to provide these things along with a reason why they had Pockets of money in suspense accounts. The State of California needs to be paid back with interest and Di-Tech must account for it. In criminal law there are sections prohibiting misuse or theft of government or public funds see sections 18 U.S.C . § 643, 644, 648, 649, 650, 651, 652, and 653, In criminal law, misappropriation, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a trustee or by any person responsible to care... they may have custody and control but not ownership and when the owner ask for it back and they say no it becomes the crime of embezzlement. In the State of California embezzlement 18 U.S.C.. § 643 and Mis-appropriation of Government funding is a federal felony U.S.C.. § 653 and must only be used for the purpose it was intended for 2016 and 2017 Property Taxes. If Ms. Janco was approved for 2017 and 2018 than the same holds true. If Di-Tech put it in any account they have an obligation under the law to account for the Government funding. The Department of Justice has opened a case they contacted Ms. Janco on January 21,2021. The Adversary Proceeding number 20-01051 was given along with Di-Tech Bankruptcy case number. 10-10412. The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators . Department Of Justice Complaint # 32121-RDG.

What Di-Tech was unaware of is that a another Government agencies was also keeping track of Ms. Janco's Mortgage payments Freddy Mac Program Keep your Home California. The document Ms. Janco submitted to the court as an exhibit is marked "SATIFIED in RED" Ink with a date of 05/2018 as proof that Ms. Janco was never late or that would not state SATISFIED.

The evidence will show that Di-Tech was doing the following: Failure to apply payments promptly, Payment mis-application, Escrow errors, Wrongful foreclosure, Failing to provide information and/or failing to correct errors regarding the serving of the borrowers mortgage loans. Mis-appropriation of Government funding and embezzlement of Ms. Janco's funds. Ruining her credit forcing Ms. Janco to sell her house one day before auction in order to avoid a

wrongful foreclosure to be added to Ms. Janco's credit report. The only thing Ms. Janco wanted to do was to use a Government program that she was approved for and should have been allowed to benefit from. Instead Di-Tech broke laws Federal and State and forced Ms. Janco to sell her house due to fraud. Di-Tech knew that they were under Investigation before filing for bankruptcy and during Bankruptcy Proceedings they continued their illegal activities. They are still under Investigation by the Dept of Justice for the various things in Ms. Janco's complaint. You may not intentionally hurt or cause milieus and harm to another and commit crimes and run to the Bankruptcy court for safety these things abuse the Bankruptcy system.

Under bankruptcy Law A. False Statements, 11 U.S.C. § 523(a)(2)

A debt, extension, or renewal of credit is nondischargeable to the extent it was obtained by "false

pretenses, a false representation, or actual fraud" (other than a fraudulent financial statement).21 Most

courts hold that it is not necessary to show the debtor obtained direct benefit from the fraudulent

conduct.22

A prima facie case under 11 USC § 523(a)(2)(A)23 requires a showing that: (1) the defendant

made representations; (2) the defendant knew them to be false when they made them; (3) the debtor made

the representations with the intent and purpose to deceive the plaintiff; (4) the plaintiff justifiably relied

on the representations; and (5) as a result, the plaintiff sustained damage.24 These elements are virtually

identical to the elements of common law or actual fraud.25 Fraudulent "[I]intent may properly be inferred

from the totality of the circumstances and the conduct of the person accused."26

Only justifiable reliance is required under 11 U.S.C. § 523(a)(2),

27 which is less demanding than

the reasonable reliance required for actual fraud under California law.28 The standard "turns on a person's

knowledge under the particular circumstances."29 "Justification is a matter of the qualities and

Fiduciary Fraud under the bankruptcy code B. Defalcation or Larceny Misappropriation, 11 U.S.C. § 523(a)(4)

Section 523(a)(4) of Title 11 of the United States Bankruptcy Code provides that an individual is not discharged "from any debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement,

or larceny."35 The fiduciary capacity requirement applies only to debts for fraud or defalcation.

Embezzlement and larceny do not require the existence of a fiduciary relationship.36

"Embezzlement" within the meaning of § 523(a)(4) "requires three elements: '(1) property

rightfully in the possession of the nonowner; (2) nonowner's appropriation of the property to a use other

than that for which [it] was entrusted; and (3) circumstances indicating fraud.'"37 The elements of larceny

differ only in that a larcenous debtor has come into possession of funds wrongfully.38

C. Willful and Malicious Injury, 11 U.S.C. § 523(a)(6)

Debts for the debtor's "willful and malicious injury" to another entity, or the property of another

entity, are nondischargeable except in chapter 13 cases where the debtor completes all plan payments and

obtains a full compliance discharge.39

Under section 523(a)(6) of the Bankruptcy Code, the plaintiff must show that the injury was both

willful and malicious.40 The term willful means a deliberate or intentional act.41 "A 'malicious' injury

involves (1) a wrongful act; (2) done intentionally; (3) which necessarily causes injury; and (4) is done

without just cause or excuse."42

Determining the intent aspect of a malicious injury is a subjective standard, focusing on the

debtor's state of mind.43 The debtor must have the subjective intent to harm or the belief that harm is

substantially certain.44 In the case of a conversion that is both intentional and "willful—malice may be

inferred from the nature of the wrongful act."45

characteristics of the particular plaintiff, and the circumstances of the particular case, rather than of the

application of a community standard of conduct to all cases."30 "[A] person is justified in relying on a

representation of fact 'although he might have ascertained the falsity of the representation had he made an

investigation.'"31

If the false statement involves the use of financial statements, slightly different requirements are

involved.32 Section 523(a)(2)(B) applies to use of a statement in writing—

(i) that is materially false;

(ii) respecting the debtor's or an insider's financial condition;

(iii) on which the creditor to whom the debtor is liable for such money, property,

services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.33

Examples of common non discharge ability complaints by the United States include certain types of

21 11 USC § 523(a)(2)(A) (2012) (amended 2016). 22 See Muegler v. Bening, 413 F.3d 980, 983-84 (9th Cir. 2005). 23 § 523(a)(2)(A). 24 Younie v. Gonya (In re Younie), 211 B.R. 367, 373 (B.A.P. 9th Cir. 1997); see also Providian Bancorp v. Bixel

(In re Bixel), 215 B.R. 772, 776-77 (Bankr. S.D. Cal. 1997); citing Field v. Mans (In re Field), 516 U.S. 59, 74-75

(1995) (holding that "§ 523(a)(2)(A) requires justifiable, but not reasonable, reliance"). 25 In re Younie, 211 B.R. at 374; Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 820 (B.A.P. 9th Cir.

1999). 26 See Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1206 (9th Cir. 2010); citing Kaye v.

Rose (In re Rose), 934 F.2d 901, 904 (7th Cir. 1991). 27 11 U.S.C. § 523(a)(2) (2012) (amended 2016). 28 In re Field, 516 U.S. 59, 61 (1995). 29 Citibank, N.A. v. Eashai (In re Eashai), 87 F.3d 1082, 1090 (9th Cir. 1996). 30 RESTATEMENT (SECOND) OF TORTS § 545A CMT. B (AM. LAW INST., 1977); quoted in Field v. Mans (In re Field),

516 U.S. 59, 71 (1995). 31 In re Field, 415 U.S. at 70. 32 See § 523(a)(2)(B); In re Field, 516 U.S. at 69. 33 11 U.S.C. § 523(a)(2)(B) (2012) (amended 2016).

34 See e.g. United States v. Hall (In re Hall), 515 B.R. 515, 520 (Bankr. S.D. W.Va. 2014) (debtor not entitled to

discharge for disability overpayment obtained from SSA through silence regarding return to work).

35 § 523(a)(4). 36 See Cal-Micro, Inc. v. Cantrell (In re Cantrell), 329 F.3d 1119, 1125 (9th Cir. 2003); see also Lewis v. Scott (In re

Lewis), 97 F.3d 1182, 1185 (9th Cir. 1996); Transamerica Commercial Fin. Corp. v. Littleton (In re Littleton), 942

F.2d 551, 555 (9th Cir. 1991). 37 In re Littleton, 942 F.2d at 555; citing Hoffman v. Hoffman (In re Hoffman), 70 B.R. 155, 162 (Bankr. W.D. Ark.

1986). 38 U-Save Auto Rental of Am. v. Mickens (In re Mickens), 312 B.R. 666, 680 (Bankr. N.D. Cal. 2004); Ormsby v.

First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1205 (9th Cir. 2010) (larceny may be determined by

federal common law as a "felonious taking of another's personal property with intent to convert it or deprive the

owner of the same.").

39 11 U.S.C. § 523(a)(6) (2012) (amended 2016), 11 U.S.C. § 1328(a) (2012). 40 Baldwin v. Kilpatrick (In re Baldwin), 249 F.3d 912, 917 (9th Cir. 2001). 41 Brown v. Brown (In re Brown), 331 B.R. 243, 250 (Bankr. W.D. Va. 2005). 42 Carrillo v. Su (In re Su), 290 F.3d 1140, 1146-47 (9th Cir. 2002); see Petralia v. Jercich (In re Jercich), 238 F.3d

1202, 1209 (9th Cir. 2001) (citing Bammer v. Bammer (In re Bammer), 131 F.3d 788, 791 (9th Cir.1997)). 43 In re Su, 290 F.3d at 1144-46. 44 Id. at 1144. 45 Thiara v. Spycher Brothers (In re Thiara), 285 B.R. 420, 434 (2002) (citation omitted).

Ms. Janco is asking for remedies and damages from Di-Tech for hurting her and her family. She is asking for the replacement of her house blind equipped and punitive and compensatory damages for the unnecessary pain and harm Malicious Intent and mocking her disability while stealing her monies. Inflicted by Walter Management Holding Company LLC Di-Tech LLC & Affiliates, (9818) DBA: Greentree LLC. (5864) Di-Tech Holding Company LLC (6868)

Due to the Criminal Conduct of the Debtors committing Federal Felonies in California their Cruel and Intentional bad behavior .Ms. Janco also wants damages for 6 years of emotional destress to Ms. Janco and her family Fiduciary Fraud, Actual Fraud , Larceny, Grand Theft, Embezzlement of The State Of California Property Tax Program State Controller's Office Government Funding/Public Funding . Bad Faith, Breach of Contract, Unfair Business Practices

The Statute and Elements

Section 1001(a) provides that it is a federal crime, in a matter within the jurisdiction of a government agency, to (1) falsify, conceal or cover up a material fact, (2) make any materially false, fictitious or fraudulent statement, or (3) make or use a document containing a materially false statement. In the criminal tax context, section 1001 is generally used in connection with the submission of false documents or making of false statements to an internal revenue agent during an audit or investigation.

The Statute and Elements

The relevant statute provides as follows:

§1001. Statements or entries generally

(a) . . . [W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully —

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years . . .

Thus, in order to establish a violation of section 1001, the government must generally prove the following elements beyond a reasonable doubt:

1. The defendant made a statement or representation, or made or used a document;

2. The statement, representation, or document is false or fraudulent;

3. The statement, representation, or document is material;

4. The defendant made the statement or representation, or made or used the document, knowingly and willfully; and

5. The statement, representation, or document pertained to an activity within the jurisdiction of the federal agency to which it was addressed.

Legislative History

Section 1001 finds its origin in a statute that was enacted in 1863.

The False Statements Accountability Act of 1996, Pub. L. No. 104-292, 110 Stat. 3459, amended section 1001 in response to the Supreme Court's 1995 decision in Hubbard v. United States, 514

U.S. 695, 702-03 (1995). In that case, the Supreme Court had held that prior versions of section 1001 only prohibited false statements made to the executive branch. The False Statements Accountability Act expanded Section 1001 to false statements with respect to any matter within the jurisdiction of the executive, legislative or judicial branch of the federal government.

False Statements or Representations

The concept of a "statement" within the context of section 1001 is generally given a broad interpretation. Such statements can generally be made orally or in writing. It is not necessary for a statement to be made under oath as the statute applies to false sworn and unsworn statements.

The *Bronston* Defense – The "Literal Truth" Defense

Under the Supreme Court's decision in *Bronston v. United States*, 409 U.S. 352 (1973), the federal perjury statute, 18 U.S.C. § 1621, does not reach a witness' answer that is literally true, but unresponsive, even assuming the witness intends to mislead his questioner by the answer, and even assuming the answer is arguably "false by negative implication." The scope of this defense, and its applicability under section 1001, are not entirely settled law in all circuits. But see, *United States v. Moses*, 94 F3d 182, 188–189 (5th Cir. 1996) ("We cannot uphold a conviction . . . where the alleged statement forming the basis of a violation of section 1001 is true on its face.").

The "Exculpatory No" Doctrine

Prior to 1996, a number of federal courts had recognized an exception to prosecution under section 1001 commonly known as the "exculpatory no" doctrine. Under the "exculpatory no" defense, "a simple denial of guilt" to a government investigator was not a violation of section 1001. However, in Brogan v. United States, 522 U.S. 398, 401 (1998), the Supreme Court stated that "the plain language of § 1001 admits of no exception for an 'exculpatory no.'" 522 U.S. at 408.

Matter within the Jurisdiction of a Branch of the Federal Government

The false statement at issue must have been made in a matter within the jurisdiction of the executive, legislative, or judicial branch of the United States government.

The government takes the position that the false statement need not be made directly to a branch of the government. As a result, the Department of Justice has authorized prosecutions under section 1001 for false claims that have been prepared, but not yet filed with the IRS.

Materiality

Materiality under section 1001 is an issue for the jury. Courts typically engage in an analysis that asks three questions: (1) what statement was made, (2) what decision was the agency trying to make, and (3) whether under the appropriate legal standard, the statement was material to the

decision the agency was trying to make. The State of California Betty Yee Property Tax Postponement Loan Program SLO # explained to Di-Tech and affiliates; that the State Controller's Office (SLO) could absolutely not give out any information on Ms. Janco's Private State Controller's Loan account without a "WET" signature and Witten authorization and release signed by Ms. Janco. This State Government Account was given and assigned only to make her (Ms. Janco's) State of Ca. Loan Payment's and interest it was opened in 2004. Di-Tech was under investigation by the CFPB (consumer financial protection Bureau) case # for receiving the government State California property tax postponement loan program monies in March 2017 . On that date the loan was dispersed interests started accruing as any loan at 7% interest per annual. Di-Tech was also under investigation by the Los Angeles Consumer and business affairs mortgage fraud investigator RE# for Mortgage Fraud falsifying statements missing payments, and embezzling the State of California funding ; for the blind, elderly, and disabled loan program for Ms. Janco's property taxes. This government loan program for the blind had absolutely nothing to do with Ditech or principal and interest this loan program had been used by Ms. Janco in 2009 before Ditech servicing company. MS. Janco was approved for 2016 – 2017 property tax years which is CONFESSED by Ditech in all of the government investigation reports. As per California impound laws, which was explained to Ditech by the investigator name Chelo and her supervisor ; a mortgage company in California cannot force property tax or insurance impound unless the client is two years behind in her property taxes consecutively especially if she had 65 to 70% of her house paid off. Di-Tech received the approval letter from both Ms. Janco and the State of California Controller's office Betty Yee stating Ms. Janco was approved for the program the amount that they were paying the tax years that they were paying for and when they were paying it and all other instructions. Ms. Janco did not need further approval from

Di-Tech to use this government disability loan program. See RE: dated July 2018; Di-TECH clearly states that they contacted the State of California Controller's office trying to access Ms. Janco's private government payment account while there under investigation by LA County for Embezzlement of the government funding stealing the money of CSE INSURANCE along with current payments that were made and all monies that were in the impounds of 2017 refused to give the investigator the amount of the CSE insurance money where it was how much it was how much was the interest and why were they not releasing the funding that they had from 2015 California law says you need to pay a percentage of interest for any monies that you hold in any suspense accounts whatsoever to the homeowner RESPA laws state that you must give an escrow analysis every year on your anniversary date of the mortgage and issue a check if the amount is over $50 to the homeowner which Ditech was notified in writing that they needed to close the impounds Ms. Janco was using the program for various years for as long as she wanted to use the State program due to her disability until she died or sold the house . Di-Tech phone Ms. Janco in July 2018 and asked Ms. Janco to sign a release and authorization form so that Ditech could have access to Ms. Janco's Loan account under false pretenses that they needed this information to allow her to use this government program. Di-Tech knew this was a false

statement they had the approval letter the only reason why they wanted access to Ms. Janco's private loan account was to pull more fraud. In July 2018, Di-Tech now wanted to pull fraud on the State Controller's office Betty Yee from the State of California. Ms. Janco said absolutely not you have the approval letter you need to find the government funding you need to work with the investigator give the information that the investigator is looking for where is the money why did you embezzled it? Where is a receipt stating what you've used it on and give it back to the rightful owner that was Ms. Janco all of these statements are in the government report stated by Ditech July 2018. Ms. Janco said now the state of California Controller's office said absolutely not we need a release and a wet signature and authorization from Ms. Janco. Ditech already had the approval letter in hand this is recorded by a notary from US Bank Ditech did not need access to Ms. Janco's Loan account and they knew this was a false statement why didn't di-Tech not just cooperate with the Los Angeles Fraud investigator and give the right owner Ms. Janco the government funding that she applied for that she put her house up for the she was approved for that was in her name. Somehow Ditech forged and created documentation to present to the State Controller's office Betty Yee to access Ms. Janco's personal loan account and why ; they were under investigation for embezzling the money and they wanted to embezzled the government funding back into the State Controller's office Betty Yee stated California according to Tara Twomey which is the creditor's Trustee in the Bankruptcy Court what these documents say and state on them is Ditech gained access to Ms. Janco's Loan account the stated California property Postponement tax loan account fraudulently somehow and pay the account all the way back to 2004 to conceal the embezzlement that they had already admitted to you and confessed to in 4 Different Government Reports Way back in 2017 Ms. Janco and her family from using this program and they filed falsified documentation in the County of Los Angeles to release the lien at the recorder's office which is a Class D federal felony punishable by 14 years in federal prison. Ditech not only embezzled the money the government funding which is a federal felony from the moment that the rightful owner and the stated California asked them to return the government funding that Ms. Janco had to pay interest on the minute they said no it automatically becomes embezzlement of government funding a federal felony in California with no statute of limitation. In California the law states it is not enough for you to say I didn't know you must investigate and find out if what you're doing keeping public funding for government funding from the blind elderly and disable which is the purpose that it is intended for you cannot deposit it use it keep it or it is a federal felony it doesn't matter if you embezzled it back into the State Controller's office that just added another federal felony class D 14 years in federal prison because the State of California told you what you needed and not with a wet signature and release and Ms. Janco said absolutely not all of this information is in the July report of 2018. Ms. Janco gets this information after her and her family has suffered and to this day there is no receipt which is a federal felony you can never do anything with federal funding public funding government funding without providing a receipt and where the money was spent or where it is. Concealing and hiding the government funding that they embezzled and the CSE insurance funding refusing to give the receipt, the Impound money which Di-Tech was funneling the payments money that's why there was $14,000.00 when there should have been zero and closed in July,2017.and allowing Ms.

Janco to use the program that she was supposed to be using they concealed they forged they falsified to a state of California Controller's office and filed in LA County fraudulent documents while Ms. Janco is trying to use the State government program. U.S. C. § 959(b) requires a debtor in possession to manage and operate its property "according to the valid laws of the State." Therefore, When Di-Tech was operating business in California. California Law states if you do business in California; you must act in good faith. The Los Angeles District Attorney had reviewed documents provided by Ms. Janco sent a letter to Ms. Janco see attached Document.

The fact Di-Tech committed these crimes in California while under investigation 11 days before they filed for bankruptcy in New York was intentional Bankruptcy crimes pre-Meditated.

While under investigation for embezzling the government funding they embezzled it back into the Ca. State account concealed from the fraud investigator. That was actively searching where is it where is it and Ms. Janco which was the rightful owner. When you know that it is illegal and criminal for you to do what you do and had knowledge which Ditech did through four Confessions there is no way out of those federal felonies and committing a federal felony for each instrument that you falsify forge or record in a county office that you know to be fraudulent and faults is a Class D felony her instrument that was filed especially when it's tied to financial means like a house that financial instrument and you falsify forge of Dr. mutilate whatever they become null and void Ditech did these crimes nine days before they ran to NEW York and filed for bankruptcy knowing that they were under Investigation by LA County for fraud the biggest mortgage fraud that she had ever seen in 26 years the CFPB which regulates the banks and the mortgage companies pull fraud on the State of California after they said absolutely not we need a release and "Wet "signature and the minute that they filed for bankruptcy while there under investigation concealing that from the bankruptcy judge it becomes a bankruptcy crime they filed for bankruptcy February 11, 2019 they filed the falsified documentation January 30, 2019 is when it was recorded concealing it from all government agencies . Di-Tech asked The Southern District of New York Bankruptcy Court and the Honorable GARRITY Jr for an automatic stay so that Di-Tech could come back to California 6 months later; there's no lien recorded on Ms. Janco's house to finish the crime of illegal foreclosure June 2019 Ms. Janco did not know that Di-Tech broke into the State of California State Controller instead of co-operating with the LA Fraud (Chelo) investigator. Ms. Janco is investigating why no Loan pay off went to the Capistrano House and who falsified the signatures. Fraud on The State Controller's Government's account is serious. Leaving Ms. Janco with the thought that the Janco's family owes the State of California all this money at 7 % per annual. Malicious intent to harm, pre- meditated criminal mind set of the debtor. The Janco family haven't been able to use the program; (which violates her civil rights.42103 Capistrano Place, Lancaster, Ca. house was swindled by fraud on these falsified documents "forged" Ditech comes back to California with the protection of the bankruptcy court and illegally forecloses on Ms. Janco's house while still under Investigation for Mortgage Fraud and committing all these federal felonies in the State of California which becomes bankruptcy fraud it is a Federal bankruptcy crime did you tell the bankruptcy judge in the court that you were under Investigation for Mortgage Fraud and for Embezzlement of the State of California

funding for the blind for four years did you give Ms. Janco the receipt for her government funding that she was approved for and should have been allowed to use the loan for as long as she wanted it was not Walter Management Corporation, Green Tree LLC. Or Ditech LLC. 's Government Loan money .

Walter Investments, or Affiliates, Greentree LLC., or Di-Tech didn't sign the loan.

Walter Management Holding Corporation and Affiliates , Greentree LLC, and Di-Tech LLC. Is not blind (OR) put a Lien on any of the Homes they do in fact own. make a contract with the State Of California Controller's Office. & (OR) being charged 7%interest monthly just embezzled this money for personal use and they refused to this day to give Ms. Janco a receipt for the Government money. Talk about willfulness to mislead to defraud when you pull fraud like that on the State of California Controller's office Betty Yee; Federal crimes with intent to defraud a government agency. for that I am sure Di-Tech concealed the fact they were under investigation for stealing Ca. Public funding when they were defrauding the State Controller's Office. These acts is not accidental or can be explained as a mis-understanding or simple mistake; when filing bankruptcy not to mention bankruptcy crimes because now you have taken Ms. Janco's stolen funding you have fled state while under Investigation by Los Angeles County government and now you have asked this judge in New York to launder your stolen money and make it clean and Ms. Janco's transactions that you recorded are federal felonies. Each instrument tied to financial means like Ms. Janco's House in 04/06/2018 that you know is fraudulent they do not hold and carry separate sentences each instrument filed in Los Angeles carries a federal felony Class -D - 14 years in Federal Prison. When you file fraudulent documents to steal or defraud a person of equity of their house knowing full well it's fraud and you were under investigation for the fraud and embezzling by the CFPB since December 13th, 2017, Di-Tech needs to be held liable for stolen money that Di-Tech stole from Ms. Janco and her family and Di-Tech needs to pay restitution. Ms. Janco has the right to file criminal federal charges on Di-Tech for all the federal criminal acts that Di-Tech pulled on Ms. Janco and her family including Blackmail. Extortion to pay funding Ms. Janco did not owe.

Knowing that the tax Dept scheduled to send a check Nov 1st, 2017 as promised & the escrow funds . CSE Insurance Funding from the year 2015 and government funding for the blind.

Ms. Janco filed a complaint in Dec 13,2017 when the payment did not come Nov 01,2017. In retaliation make up fraudulent papers & statement stating $11,000-$14,000.00 a credit does not turn to a debit in 30 days . A Corporation or Entity cannot by Law state as a fraudulent statement a client owes a bill of $11,000.00- $14,000.00 on top of the Corporation Owing Ms. Janco the same amount it becomes Blackmail and Extortion and Mail Fraud . The Corporations & Affiliates were Cash Strapped from their own foul doing . So again turned to illegal behavior. The restitution is not pennies on the dollar Pro Rata; the restitution for criminal acts like you pulled is going to be four times the amount for each of events when you hurt a blind /disabled person in the state of California; violating ADA laws and UNRUH act criminal fraud every offense is times four Ms. Janco's house right now is a valued at $850,000 times four not pennies on the dollar-

Pro Rata Ms. Janco has notified Congress , Task Force you don't get to sign fraudulent instruments hide stolen funding in the bankruptcy case and keep Fraudulent transfers , liens, or Stolen Funding and generational wealth that you stole . Any person that helps to conceals or contributes to Bankruptcy Fraud and Bankruptcy crimes, money laundering, making stolen money into clean money, blackmail is guilty of an accessory to bankruptcy crimes. The Criminal Justice system takes into account the Federal Lawsuit that is entered as evidence . If the same forged documents , the same Criminal acts that the Presiding Federal Judge penalized the Companies for the fines are triple.

Mrs. Tara Twomey asked me if criminal charges are pending and I can tell you for sure Ms. Janco has filed Criminal Federal Felony charges for the hurt and the pain and everything that Ditech and Ditech's affiliates put Ms. Janco and her family through to this day knowing your acts are Federal Felonies admitting to violations and criminal behavior in Government investigations not offering to do the right thing .Ms. Janco did not need to get an approval from Di-Tech she was approved by the State of California and that is it. Di-Tech had nothing to do with the California State loan program for the blind. Di-Tech was so in debt filing Bankruptcy twice in 14 months. It is a violation of the Disability Discrimination Act, the ADA, and California UNRUH ACTS. to not allow Ms. Janco to use a State Government Programs for the Dis-abled. Any Federal Judge including Federal Bankruptcy Judges must rule on State and Federal Laws. Di-Tech was trying to pay pro Rata on her claim Bankruptcy does not wipe away federal civil rights laws, ADA Laws, Embezzling State of California Funding for the Blind from a government program confessed in writing they knew that they stole the money. Such a serious crime there is no statute of limitations it's right up there with Murder. When Di-Tech Mocked her in Government reports "Ahh, it seems Ms. Janco feels she should not have to pay her Property taxes "all the Intentional pain that was inflicted on the Janco family after stealing the funding and mocking her with Large font on the illegal foreclosure Docs can be considered a Hate Crime just like if you steal a blind person's Cain or wallet. The only documentation that Di-Tech could send Ms. Janco in Larger font Format was Lien sell and illegal auction documents Labeled EXHIBIT A. Any and all Instruments that are filed in Los Angeles County when the Instrument is tied to a financial means of over $100,000.00 knowing that the Instrument is false to defraud a victim with intent and Malice is a Class D Felony in that county the Instrument because null and void and becomes null and void. Each Fraudulent Instrument filed in a State, or County separately is charged as a Federal Felony up to 14 years in Federal Prison. In Ms. Janco's claim Di-Tech after committing a FEDERAL FELONY in California in March of 2017; as the rightful owner of the Loan "FUNDING" State Of California Property Tax Program for the Blind asked for her public funding for use the moment Di-Tech refused to give the funding back to Ms. Janco; The Act in California Became a Federal Felony and the act of admitting receipt of funding and knowledge Ms. Janco was under Contract with the State of California and an Instrument was filed as a lien on a property valued at over $100,000.00. Had knowledge that Ms. Janco was paying Interest to the State of California which Di-Tech Embezzled in March of 2017 when the Loan was disbursed the Interest always starts accruing. See RE: 1804346 Dated July 23,2018 See Exhibit B. Di-Tech Stated in this government

report: Upon further Investigation into Ms. Janco's concerns, we were able to locate an annual statement of Postponed property taxes letter from the state of California dated May 23, 2018(enclosed) Please note that this tax postponement letter is not sufficient to remove her property tax escrow so long as the taxing authority is reporting taxes due on Ms. Janco's Property. In an effort to assist Ms. Janco, we asked our tax vendor to place a call to the State of California about the postponement of her taxes, and the State of California controller's office (Betty Yee) explained they were unable to give us any information. In order to release information to us (Di-Tech) regarding Ms. Janco's Property Tax Postponement Account # 1001167(SCO) which means State comptroller's office private account number #1001167 we (DI-Tech) told by The California State Controller would need to fax a request for information along with an authorization from and executed by Ms. Janco a(wet signature)for any balance or transaction of loan payments made by Ms. Janco it is a State Controller's office loan account number which is private for the individual who has a contract with the State of California to execute a loan payment we (Ditech) placed a call to Ms. Janco, on July 18, 2018 we called Ms. Janco to obtain an authorization, a wet signature and fax back to us (Di-Tech) but Ms. Janco refused to discuss this matter and ended the call. In order to release information and gain access regarding Ms. Janco's property tax postponement account State Controller's Office Account # 1001167. What di-Tech concealed in this government report was the fact that Ms. Janco actually said you already have the approval letter and you have embezzled the government funding you have had the government funding since March 2017 and now you are asking Ms. Janco on July 18, 2018 to gain access to a private account which I make payments on a state loan which you embezzled the money I have had this account since 2004 and you have no business gaining access to where I make my payments for state loan and I'm under contract with the state of California. You need to work with this investigator consumer and business affairs Chelo and give me back my government f state of California loan property tax funding that I(Lisa Janco) have been paying 7% interest since the disbursement of the state loan since March 2017 when you receive the government state of California funding. Di-Tech states in this government report at this time, we are unable to remove the property tax escrow for Ms. Janco's monthly payment amount without her cooperation, or something in writing from the taxing authority that she is no longer responsible for the payment of her property taxes. The consumer and business affairs investigator and her supervisor place a call to Ditech ; and stated there is an approval letter from the State of California Controller office that states Ms. Janco has been approved for the property tax postponement program for 2016 2017 what they(the State of California) were going to pay and when they were going to pay it you were sent this approval letter March 17, 2017 and to tell them that the impound Laws in the state of California were as follows: you cannot demand Ms. Janco to have an impound on her property taxes unless Ms. Janco or any client is behind two consecutive years of tax payments. Then Ditech mocking Ms. Janco states "we(Ditech) SYMPATHIZE with Ms. Janco's SITUATION and remain willing to work with the REVIEW the account for any available payment assistance programs.

Ms. Janco did not need any further approval from Di-Tech at all to use this loan program that is funded by the State of California is a letter dated December 12, 2017 from BETTY TEE California State CONTROLLER which states in order to complete the processing of your 2017 - 2018 tax postponement application, the State Controller's Office is requesting documentation in response to the terms below please return this letter and your documents within 30 days. This letter is sent to Ms. Janco one day before she filed a complaint with the CFPB due to the fact that in November 1 of 2017, Di-Tech's Tax Department had stated they were closing the impound sending the government funding send me the impound funding and if I wanted to use the State program for long as I wanted decided to have impounds again just give them a call you received the check on November 1, 2017. When the check did not arrive Ms. Janco filed a complaint with the CFPB stating that di-check was over charging her and embezzled the government funding and needed to give her back the funding because she was the rightful owner. All of the Ditech statements that Ms. Janco has filed into this court were fraudulent amounts that Ms. Janco did not owe which is fiduciary fraud. Di-Tech was aware and stated that I had been overpaying them $500 a month which would lead Ms. Janco with a credit balance not to mention the Impound balance, the CSE insurance money, and any other suspense accounts or interest on the suspense account that Ditech was in possession of. Ms. Janco has proven beyond a reasonable doubt that she was not late; never late with her mortgage the State of California requires you to be on time with your mortgage to even qualify for the property postponement tax loan program. All of the documents from 2016 and 2017 were documents that had fraudulent amounts which Walter management and affiliates doing business as AKA Greentree LLC. & Di-Tech LLC. refused to correct with the knowledge, and intent to blackmail & extort and threaten a Blind woman but knew that they were fraudulent Invoices. The other piece of evidence that Ms. Janco supplied to this court that proof that she was never late on her mortgage was the fact "keep your home California" a federal government funding Program to help homeowners after the meltdown in 2008 from crooked banks and mortgage companies. "Keep your Home California Program" were also watching Ms. Janco's Mortgage "keep your California" a federal government program also had a lien on Ms. Janco's house on 42103 Capistrano Pl., Lancaster, CA. 93536.

A condition of the federal program was to not be late on your mortgage for a consecutive three years from the date you sign the contract. If you are not late for three years the federal government let you keep the money as per your contract.

Ms. Janco received a letter from keep your home California dated May 28, 2018. Across the front of the letter in big Red Letters it states "Satisfied" see exhibit 8.

The abundance of proof and evidence that have been submitted along with 4 Confessions is filed into this court that Ms. Janco was never late on her mortgage it also proves Walter Management Corporation and Affiliates , Greentree LLC. & Di-Tech LLC. Was forging statements fraudulent statements to gain money illegally from the client Ms. Janco. When a Criminal walks into to court of law saying yes I did that the Confessions cannot be thrown out and stand in Civil and Criminal cases especially Mocking the Victim in writing.

A fraudulent lien /instrument document which Walter Management and Affiliates, DBA Greentree LLC. & Di-Tech knew was false and fraudulent was filed and recorded in Los Angeles County on 04 – 23 – 20 18. While Ditech was under investigation by the CFPB as of 12-13 -2017 for Embezzlement of Government and Public funding from the State of California Property Tax Postponement Program years 2016,2017- which the Laws State it is a Federal Felony to file a fraudulent Lien in any County Recorder's Office under Penalty of Purgeory Class "D" Federal Felony if the Instrument fraudulently filed is attached to a financial means. Penalties up to 14 years in Federal Prison for each one filed and the Fraudulent Instrument is NULL & VOID from fraud . These Corporations and entities filed 2 Instruments maybe 3 . Still getting the information from The State of California. The Fact that Ms. Janco was Emailed a Lien Release file by Di-Tech LLC. 11 Days before they filed for the second time in the same Courthouse with the Same Bankruptcy Judge to FRAUD The California State program the loan program to EMBEZZLE THE STOLEN MIS-APPROPREATION OF GOVERNMENT Funding EMBEZZLED and kept for 4 years as Ms. Janco is "Trying" to use the Program & Di-Tech was under Investigation for Embezzling the funds by Government Officials in Los Angeles County Consumer and Business Affairs. The Documents that DI-TECH forged and signed and used to gain access to a private Government account by the largest CPA GOVERNMENT Agency in California & than to try to cover up the Crime had the LIEN RELEASED MAIED TO AN ADRESS THAT WAS NOT MS. JANCO 'S

is Federal Crimes that are & have severe penalties. Loan Payoffs are always sent to the Owner of the loan. Di-Tech was not the correct owner d& Di-Tech was not approved for the loan program Di-Tech was not paying 7% interest on the loan program Di-Tech had no rights to the California states funding for the blind ,elderly and disabled with knowledge and Intent to Defraud the State of California's Controller's Office should have never been sent the Loan Payoff or Lien Release & refused to give this knowledge to the LA County Fraud investigator this payoff that Di-Tech paid off all the way back to 2004 the reason Di-Tech concealed it from the LA Fraud investigator was that they (DI-Tech) was under investigation for EMBEZZLING THE GOVERNMENT/ PUBLIC FUNDS for 4 years and refused to give any information on the Government funding besides confessions that yes indeed Di-Tech took it and when it was received failed to give it back to the proper owner which was Ms. Janco . -Mortgage fraud-commingling funding that are in the impounds due to their impending loss of income Ditech filed Bankruptcy to avoid Litigation /sued by Ms. Janco for the Embezzlement of the Federal government .

See Complaint Exhibit 2

CFPB /2917 complaint for Mortgage fraud-charging extra amounts to the client/fraudulent statements-Ditech sent Ms. Janco in the CFPB a letter stating all collections will be stopped until they investigate the allegations from December 13, 2017. Exactly one month after Ms. Janco received the check for civil Penalties from a federal lawsuit that Walter Management Corporations DBA : Greentree LLC & Ditech LLC . If the same fraudulent acts that Greentree was involved in and convicted of in the Federal Lawsuit ; If in fact the federal government reviews the elements of the Federal Lawsuit from the CFPB and FTC and there is fraud which was occurring

the time of that lawsuit for elements of forging documents filing instruments tied to clients houses that are over/worth $100,000.00 after the presiding judge in the federal lawsuit issued civil penalties awarded due to the acts that this company was involved in. Ms. Janco is asking the federal government of the United States to double the fines and penalties for continuing fraudulent acts on Ms. Janco who is blind.

This evidence also proves that on 04 – 23 – 2018 executed in Los Angeles County from Ditech Financial LLC a.k.a. Green Tree Servicing LLC document execution representative by tomorrow Griffin declaration under penalty of perjury in Los Angeles County that 40103 Capistrano Pl., Lancaster, CA. 93536 Los Angeles County. Declaration of mortgage servicer pursuant to Civil Code 2923.5 states under penalty of perjury the borrower Lisa Janco mortgage servicer Ditech Financial LLC property address 42103 Capistrano Pl., Lancaster, CA. 93536 this instrument number is: TS # 138936,

The undersigned is an authorized agent of the mortgage servicer name below, declares that under penalty of perjury the mortgage servicer has contacted the borrower according to California Civil Code 2923.5(a)(2) that to avoid foreclosure. I certify that this Declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose including the borrower's loan status and loan information dated :04 – 23 – 2018. Again filing an instrument that is tied to financial means of more than $100,000.00 knowing with intent to defraud, that the information is not true/false in Los Angeles County under penalty of perjury and by the State of California is in fact a class D federal felony for each instrument filed fraudulently the penalties under the Civil Code are separate 14 years in federal prison. The document that is filed with fraudulent intent becomes null and void in the property goes back to the rightful owner under the laws of the United States. There is a conflict with the federal government keep your home California; and Ditech LLC, and Greentree LLC. That has a history of fraud deception and was sued by the CFPB consumer financial Protection Bureau versus Green Tree Servicing LLC civil penalty Fund, third-party administrator PO Box 4199, Portland, OR 97208 –Check date: September 06, 2016 – check number 030-4157 tracking number 466013. Which states: you are receiving and have been awarded the check below is money you been awarded because of the Federal Lawsuit. Please deposit by December 5, 2016 you may call the payment administrator one 877 – 853 – 2535 or via email at Green Tree servicing.info@cfpbconsumerprotection.org pay to the order Lisa Janco dated 09 – 06 – 20 one six check number 030-4157'

FBI investigates these crimes that is why Ms. Janco filed with the Lancaster FBI for Max Criminal sentence the FBI of Lancaster told Ms. Janco to report this White Collar Crime to the White Collar Crime Unit in Los Angeles and the FBI would liaison with the White Collar Crime Unit. Ms. Janco was shocked when Di-Tech's Attorneys laughed about Ms. Janco reporting the crimes to the Lancaster FBI on Court records. These Crimes are serios and definitely not laughing Matters. DOJ has a case open. Ms. Janco's position is yes; criminal charges are being brought.

Never once did Ditech to this day; offer mediation or settlement. Never gave Ms. Janco a receipt which is federal law of Government and Public funding that has no statute of limitations for conviction right up there with murder. "NO STATUE of Limitations in California. These Companies and Entities never tried to do the right thing ; Not once try to make it right with her family nothing. Any person that has knowledge or tries to conceal fraud, or "Conceal" bankruptcy crimes that knows that their existing in the courthouse or is an affiliate that is helping conceal with the bankruptcy crimes becomes an accessory to bankruptcy crimes.

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent statements or actions indicate that the defendant believed such representations to be false.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. --

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(B) the person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the person is a financial institution that maintains a bank account at a financial institution in the United States;

(3) COURT AUTHORITY OVER ASSETS. --A court may issue a pretrial restraining order or take any other action necessary to ensure that any bank account or other property held by the defendant in the United States is available to satisfy a judgment under this section.

(4) FEDERAL RECEIVER. --

(A) IN GENERAL. --A court may appoint a Federal Receiver, in accordance with subparagraph (B) of this paragraph, to collect, marshal, and take custody, control, and possession of all assets of the defendant, wherever located, to satisfy a civil judgment under this subsection, a forfeiture judgment under section 981 or 982, or a criminal sentence under section 1957 or subsection (a) of this section, including an order of restitution to any victim of a specified unlawful activity.

Housing Act (H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

(I) determinations as to the discharge ability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of loan /debt); of 1949 (relating to equity skimming

Di-Tech purposely concealed the true facts to the State of California controller's office. To "CONCEAL "their "Ditech" true purpose with intent of why they really wanted to break into Ms. Janco's private loan account of the State of California Controller's office (Betty Yee) CPA of California official was not to inquire about an approval letter; approving Ms. Janco in July 23, 2018. Di-Tech already had the knowledge of approval for the Property Tax Postponement loan program allowing Ms. Janco to use the Blind program since March of 2017 from Ms. Janco, The Consumer and Business affairs and the State of California which are stated in the Government investigation reports. Ditech was under investigation by the city of Los Angeles for embezzling the government funding of the city California (public funding) in which California law states there is no statute of limitations on embezzlement or misappropriation of Government funding . According to the Government reports an investigation by the consumer and business affairs who is asking Ditech for an accounting a receipt of where the Government funding was the interest on the government funding, the CSE insurance funding ,the impound funding , Di-Tech , shutter release the funding to the Los Angeles mortgage fraud investigator and allowed Ms. Janco to use the funding to correct any marks on Ms. Janco's credit close out the impounds adjust the Mortgage statements to be true and correct but instead had the mindset of Intent with Malice to, cause harm to the Janco family gain fraudulent access to Ms. Janco's California states funding loan account find out the balance pay off the California state account all the way back to 2004 to release the lien on Ms. Janco's house and act with deception that Ms. Janco not only had use the program for the blind from the State of California and was finished using the program . Concealing from the fraud investigator of Los Angeles County consumer and business affairs, Ms.

Janco, and the stated California Controller's office CPA official Betty Yee ; that Ditech had Ms. Janco's signed authorization and release to access her government loan account and make payments knowing they embezzled of government funding Ms. Janco wanted to use a government program Ms. Janco was planning on using the program from 2016 to 2019 while Ms. Janco was participating in the federal SSI Ticket to work program under the stated California rehabilitation department blind filled office in Pasadena to integrate Blind and disability citizens to integrate back in to working an independent life by education and training. Di-Tech violated the rehabilitation act of 1966 from impeding Ms. Janco from using the program of education and make Ms. Janco and her family homeless in transient housing living in an RV camper; even though Ms. Janco was forced to sell the house on Capistrano one day before auction; Di-Tech to cause further damage with intent and malice to cause harm put a foreclosure on Ms. Janco's credit to cause intent to harm for 10 more years and not to buy another house after all the Mocking due to Ms. Janco's disability and the statements with the intent and malice and the phone calls stating "we can take your house Ms. Janco and you won't even get your day in court" these phone calls are recorded on Ditech's lines but the true evidence of what they were thinking with intent to cause malice and harm to the Janco family is in their own Confessions and the writings in all of the Government reports and investigations . Dieterich has made sure that the Janco family stays hurt and angered by stalling litigation and restitution that the Janco's deserve their house back on Capistrano restitution for every single day that Ms. Janco and her family was not able to be happy in her house that she paid on for 27 years blind equipped which is a right. "Di-Tech , needs to be held accountable for the destruction and the pain inflicted on the Janco family for the last 6 to 7 years and how many other victims are there in every State.

Di-Tech Los Angeles County while under Investigation in 2019 fled to New York Southern District Bankruptcy Court with Ms. Janco's stolen funding making the Los Angeles County investigator believe that they were making a right but actually with deception and to cause harm with intent : they broke in to the stated California State Controller's loan account of Ms. Janco paid the account off all the way back to 2004 behind the investigators back concealing their crimes which is a federal felony I'm sure Di-Tech concealed the fact that they were refusing to allow Ms. Janco to use the California State loan program. Ms. Janco from day one had alleged that Ditech was violating the disability discrimination act, the ADA, the Ca. Unruh Act. In fact Ms. Janco was denied using the program from day one; never got to use the program that she was approved to use; in fact the only person who benefited from the government funding and the public funding was ditech because they embezzled it and they still have it without showing a receipt.

- Penal Code 424 PC is the California statute that makes it a crime for a public officer or a trustee of public funds to misappropriate the funds for improper use. A conviction is a felony punishable by up to 4 years in jail or prison, fines of up to $10,000.00, Is it illegal to misappropriate funds? Misappropriation of funds is a serious crime and means the illegal and intentional use of the funds of another party for one's own use. The crime also carries jail or prison sentence in most states, depending upon whether it is charged as a felony. In California it is a Federal Felony. Control but not ownership: The state must show that the property owner entrusted or gave the

money to the accused or otherwise allowed the accused to have control over it. The bottom line is the defendant had possession of the funds but not ownership of it.

- Intent: The accused must have knowingly misappropriated the money and cannot have committed the crime by mistake. The fact that Di-Tech knew that keeping the government funding for the blind of California which is public funding knew it was a federal felony in the stated California from all of the investigator reports and investigations and still refused to give it back to Ms. Janco's. Ms. Janco from using this program this crime involved her house that is now worth $850,000 on Ms. Janco is going to press criminal charges and get restitution and the fact that while Ditech was under investigation by the city of Los Angeles Consumer and business affairs and they broke into Ms. Janco's loan account after the stated California absolutely said they needed authorization and release Ms. Janco is filing criminal charges and want the maximum sentence allowed by state of California law .the fact that di-Techs embezzled the money in 2016 kept it until 11 days before they filed for bankruptcy knowing that they committed a federal felony in California and then didn't stop there they went and got protection under the bankruptcy laws to come back to California and commit more Felonies against Ms. Janco and literally Illegally foreclosed on her house and filing fraudulent paperwork with the stated California when you put fraud on the stated California Controller's office you have committed some serious felonies .A person who has misappropriated funds does not have to intend to take the money. It can be enough for the state to show that the accused intended to take action that would result in the misappropriation of funds. In some states, the accused needs to know the action was against the law. But in others, the accused only has to act in an intentional manner and does not have to know the conduct was illegal.
- Conversion: The person must have not just taken the money but used it for his own purposes. But this does not require the accused person to take the funds and use it to purchase something. Courts have decided that it is enough to just take the money and place it in a bank account or Escrow account. When the rightful owner of the funding asked for the funding back when it is from the State of California for the blind and they are paying interest on the account and you 9Di-Tech) refuse to hand over the money when the person demands it. For 7 years keeping the rightful owner of the government funding not only paying 7% interest; keeping the owner from using the program for seven years and in breaking into her government account of the stated California. Ms. Janco is asking FBI and the DOJ to press criminal charges with the maximum sentence and restitution. The fact that you prohibited Ms. Janco a California blind citizen from using a loan program that she was approved for and in the commission of the felony in California you commit multiple felonies filing fraudulent instruments on Ms. Janco's House on 42103 Capistrano Place in Lancaster, Ca. 93536. The fact that di-Tech broke into Ms. Jancos stated California government account to embezzle the government funding from the State of California back in two Ms. Janco's account 11 days before filing for bankruptcy in New York with knowledge of stolen funding from the Janco's equity and sell it in March 2019 using the bankruptcy system to turn stolen money from California into clean money from selling into a business is a bankruptcy crime but also is a federal crime of money laundering. Ms. Janco is asking this federal

presiding judge to make a ruling on the evidence that is before the court and grant Ms. Janco and her family a remedy under federal and State laws of California. The value of Ms. Janco's house current real estate market punitive damages Compensatory Damages and exculpatory damages. Reasonable court costs and attorney fees if one is necessary if this case does not come to a closure soon to allow Ms. Janco and her family the relief that she deserves under state and federal law and the laws in California to allow her family to heal from the Malice and intent that Ditech is still inflicting on Ms. Janco and her family. The fact that Di-Tech has committed so many federal felonies in California and against the State of California Controller's office ; Betty Yee; Los Angeles County recorder's office and against California citizens.

- Return: The person who misappropriated funds with the intent to give it back later has still misappropriated funds. It also does not matter if the funds were only taken for a short period of time.

Misappropriation of Funds Crimes and Charges

Misappropriation of funds under most state laws simply means any act that results in funds being used in a manner in which it was not intended. It can result in an embezzlement charge in many states, as well as a larceny charge. Embezzlement is taking the property that belongs to your employer, while larceny means taking something from another person that you have no right to possess.

Misappropriation of Funds Punishment

Depending upon the state and how the crime is charged, misappropriation of funds charges can lead to serious jail time. States have laws that consider this crime to be both a felony and misdemeanor; which it is typically depends upon the amount of funds involved. The circumstances of Intent to cause harm and damages that was caused from the convicted person from keeping the rightful owner to use the funding and what remedies and restitutions will suffice. However, some states will also specify certain types of misappropriation to be felonies. A felony conviction can get you more than a year in prison. A felony conviction on these charges in some states can result in a sentence of 10 years or more.

- Fines: Fines can be more than $10,000 for felonies.
- Restitution: Most people convicted of misappropriation of funds must pay restitution to the victim. This is separate from any fine you get.

California

California Penal Code 424 establishes criminal penalties for the misappropriation of funds, which is very similar under state laws for embezzlement. Misappropriation of funds is frequently charged against any person who has control of taxpayer money.

This crime is always a felony under California law. You can receive anywhere from two to four years in prison and fine up to $10,000.

Di-Tech needs to account and provide a receipt for the California government funding loan program that was Embezzled. The restitution for the Janco family for the money /government funding that the Janco family really needed to benefit from while going to college for the blind which is why Ms. Janco applied for the California government program to use the funding /money the State Controller approved Ms. Janco to use.

Ditech knew they were under investigation by Los Angeles County for embezzling the Government funding /public funds for the blind. Fled to the Southern District of New York Bankruptcy Court to avoid litigation and prosecution for the crimes they committed in California.to receive protection in a stay; to come back to California and take Ms. Janco's Family Home. MS. Janco had to find a loving home for her families beloved dogs, giveaway all her belongings that she worked for 27 years.

A common test for determining materiality is whether the falsity or concealment of the information have a natural tendency to influence, or was capable of influencing, the decision-making body to which it was addressed

The State of California State Controller's Office. If Di-Tech would have not concealed that there was an on-going fraud investigation by Los Angeles County for Embezzling The Government / Public funding for the blind. The State of California's Controller's Office would have made a different decision.

Willfulness

The government currently takes the position that willfulness under section 1001 is defined as follows:

The word "willfully" means that the defendant committed the act voluntarily and purposely, and with knowledge that his conduct was, in a general sense, unlawful. That is, the defendant must have acted with a bad purpose to disobey or disregard the law. The government need not prove that the defendant was aware of the specific provision of the law that he is charged with violating or any other specific provision. Fiduciary embezzlement: These schemes involve illicit and unauthorized actions by brokers/Fiduciary to steal directly from their clients. Such schemes may be facilitated by the forging of client documents, doctoring of account statements, unauthorized trading/funds transfer activities, or other conduct in breach of the fiduciary responsibilities to the victim client.

Misappropriation of funds under most state laws simply means any act that results in funds being used in a manner in which it was not intended. It can result in an embezzlement charge in many states, as well as a larceny charge. Embezzlement is taking the property that belongs to

your employer, while larceny means taking something from another person that you have no right to possess.

Money Laundering Definition:

"Money laundering is the process by which criminals conceal or disguise their proceeds and make them appear to have come from legitimate sources. Stolen Money into legal transactions. Money laundering allows criminals to hide and accumulate wealth, avoid prosecution, evade taxes, increase profits through reinvestment, and fund further criminal activity.

While many definitions for money laundering exist, it can be defined very simply as turning "dirty" money into "clean" money. And it's a significant crime—money laundering can undermine the integrity and stability of financial institutions and systems.

Money laundering is usually associated with crimes that provide a financial gain, and criminals who engage in money laundering derive their proceeds in many ways. Some of their crimes include: Complex financial crimes"

(H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera*, *supra*;

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

for the state of California which Di-Tech tax department agreed to closing out the impounds paying for the interest the time the funding was kept . The government funding sending Ms. Janco a check,was to arrive on November 1 of 2017. When Ms. Janco did not receive a check from Di-Tech as promised Ms. Janco filed a complaint December 13, 2017 to the CFPB .The CFPB gave the Company 10 days to respond to the complaint of stealing, embezzling the government funding also not closing out the impounds , overcharging Ms. Janco when the actual principal and interest payment should only be $1100 .00 in CFPB paperwork Di-Tech state $1025 .00 and other paperwork they state something different Di-Tech asked the CFPB for an extension which went on for 90 days which took this investigation into 2018 . Di-Tech finally responded to the allegations and the complaint to the CFPB between February 2018 and March 2018 stating that they did receive the government funding from the state of California both payments. That California the program paperwork that Ms. Janco & the state of California sent Di-Tech was invalid. In that CFPB report Di-Tech also stated the micro font violated the ADA laws putting everything in micro font were supposedly trying to reach out to their print vendor which is a violation of ADA any business must have a plan of action to communicate with the disabled public must have an action plan not three years after they take a house this must be done before opening their doors for business such as handicap parking , programs for the deaf to be able to understand In the CFPB complaint Di-Tech also stated that the payments that were received from the state of California were for Ms. Janco's partial homestead due to her disability; researched California laws on partial homestead for the disabled, blind,& elderly why would a lending company study California laws on homesteads for the disabled, blind and elderly. What the answer is they were trying to figure out what would be standing in their way the laws of California that would get in their way from illegally foreclosing on California citizens and the properties. The best way to do that was to target the elderly the low income, disabled, blind people that had 30 and 40 years of equity in their houses chunks of money. Ms. Janco did not even know that she had a partial homestead that it was part of California's automatic law until Di-Tech stated in the CFPB report complaint that Ms. Janco had a partial homestead so Ms. Janco researched the California laws and found out that Di-Tech actually investigated these laws with intention and forethought, malice to fraud Ms. Janco of all of her equity & government funding yhan her home of 27 years. Her stability blind equipped house as she's going to blind school. When Di-Tech

found out that Ms. Janco was not falling for their fraud paperwork documentations in the trickery of signing away her rights on these modification paperwork that would not allow her to use the state of California funding program for 40 years and it would violate her civil rights to do so and use this California funding that she had used before that she was approved for Di-Tech had to turn to something else with forethought and intention in malice Di-Tech looked up the state of California program for the property taxes what would get you approved and what would get you denied this documentation was found in Di-Tech paperwork sent to the fraud investigator of LA County consumer and business affairs. Di-Tech with forethought, malice with intent to cause harm decided that they were going to forge documentation to state that Ms. Janco was not entitled to the credit in the check that they had agreed to send to Ms. Janco but they had to forge documents saying that Ms. Janco owed them between 11,000 and $14,000 this in turn would definitely get Ms. Janco kicked off the California state program and give them a better chance of pulling off their fraud scheme which they intended to do from the beginning what dietetic did not know and was not aware of is there was another government program called keep your home California that Ms. Janco signed up for and was approved for after the 2008 market crash they were also keeping track of Ms. Janco's payments the whole time the dietetic was saying that Ms. Janco was late they were also keeping track of Ms. Janco's payments because she could not be late for three years and if she was not late for three years on the keep your home California program they would in turn forgive the debt and market satisfied. Dietetic in April 2018 while they're still under investigation for the worst mortgage fraud the ever been in Los Angeles County consumer and business affairs desk they signed under affidavit and penalty of perjury that Ms. Janco was behind all these payments and that they were going to foreclose on Ms. Janco's house this is an illegal foreclosure there under investigation for embezzling government funding from the state of California and a fraudulent foreclosure but they still signed the papers under penalty of perjury with the law firm called the mortgage law firm added to macula and they knew that it was fraud Ms. Janco did not owe them money Ms. Janco was not laid on their on her house payments they were putting everything in micro font so that Ms. Janco would not be able to follow along due to her disability. Dietetic also knew from the program that Ms. Janco had 65% equity in her house and they wanted it because they were cash-strapped they had filed for bankruptcy but none of their customers knew this in May 25 of 2018 Ms. Janco

received her finalize paperwork from the program keep your home California which is a federal program stating that she was never late for her contract and the debt was satisfied and paid in full she received this document from the keep your home California program now this is one month after dietetics war on it affidavit under penalty of perjury that Ms. Janco was laying on her mortgage. The LA consumer and business affairs was also investigating Di-Tech for embezzling the government funding not allowing Ms. Janco to use the government program where's the money where's the receipt what did they do with it where is the CSE insurance money why Di-Tech was overcharging Ms. Janco why were the Statements stating amounts that were not due, owing the proper amounts that Ms. Janco is late . Asked Di-Tech for all of the documentation forwarded to LA in Alhambra Ms. Chelo was a fraud investigator that was looking into the case; gave Di-Tech 10 days to respond to the complaint . Di-tech responded to the complaint again stated that "YES" Di-Tech received the state of California property tax program money, admitted to various other confessions see attached also they refused to send Ms. Jovellano of the impounds where the government funding was and how much the CSE insurance funding that they had a hold of how much it was and how much the interest was on it where's the government funding receipt what did they spend it on and where's the interest on the government funding that Ms. Janco is being charged since 2016 they refused to give her the evidence that she needed and July 2018 dietetic answered the complaint and said in this complaint that behind Ms. Janco's back behind the fraud investigators back Mrs. Chelo they had reached out to the stated California property tax postponement program that was a private government program that Ms. Janco had a contract with, that Ms. Janco was approved for in 2004 and again in 2015- 2017 they wanted information on this program. Why would DI-Tech need access to this account. DI-Tech had the approval letter about the PPT Program ,Amount the State was going to pay and when plus the Instructions on what to do with the funds from Ca. If Ms. Janco signed a contract with Ca. to borrow and use these funds while Ms. Janco was in school with the State of Ca. Rehabilitation program. DI-Tech was to release the funds back to Ms. Janco since Ms. Janco was charged 7% Interest on the funds to be able to borrow the funds. DI=Tech wanted access in 2018 to fulfil the Fraud against Ms. Janco and break in and embezzle the State funding back to the State of Ca. to fraud the State of Ca. and act as if Ms. Janco did have the use of the Government Funding and was now paying back the State of Ca. as if Ms. Janco did

not want to use the State of Ca. PPT Program anymore. The State of Ca. would release the lien on the house on Capistrano and after DI-Tech received the protection order Stay DI-Tech could come back to Ca. in June of 2019 and finish the Illegal foreclosure on Ms. Janco's House. This is the reason DI-Tech wanted a release and authorization signed from Ms. Janco and Chelo the LA Investigator this information is stated in the report dated July 2018 a confession from DI-TECH see Government report . The State of California told DI-TECH directly we cannot give you any information on Ms. Janco State of California account unless you have a release and a signed authorization with a wet signature from Ms. Janco this is her private Property PPT government account with the state of California. DI-TECH did not need that information altering Government papers by fraudulent means when it is connected to financial or property to gain an advantage to fraud MS Janco out of her Property 11 days before filing for Bankruptcy in New York and then come back to Ca. to commit the rest of the crimes against Ms. Janco only further proves intent to cause harm premeditated and with fore-thought 6 months before filing for Bankruptcy. DI-Tech had no right to violate Ms. Janco's Civil Rights DI-TECH should of allowed Ms. Janco to use the Government program that Ms. Janco was approved for. This just shows how far this Company will go to fraud Ms. Janco fraud the State of Ca. PPT program. Ms. Janco was still applying and using the State of Ca. PPT program thru 2019. Ms. Janco wants Criminal charges brought against DI-Tech and altering and forging Documents and instruments containing financial means is a class D Felony in the State of Ca. DI-TECH did these crimes in Ca. and should be held by Ca. Laws. DI-TECH and Ms. Tara Twomey that is the creditor's Trustee that is only trying to cover up DI-TECH's Bankruptcy Crimes see enclosed emails from Tara Twomey. Tara and DI-TECH for some reason feel that this JUDGE Garrity Jr. can wipe away Ms. Janco's ADA rights, Civil law rights and Federal laws that pertain to Bankruptcy Law.

CalifornisCIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.16]

(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.16] *(Part 4 enacted 1872.)*

TITLE 14. LIEN [2872 - 3081] *(Title 14 enacted 1872.)*

CHAPTER 2. Mortgage [2920 - 2967]

(Chapter 2 enacted 1872.)

ARTICLE 2. Mortgage of Real Property [2947 - 2955.5]

*(Article 2 enacted 1872.)*2954.(a) (1) No impound, trust, or other type of account for payment of taxes on the property, insurance premiums, or other purposes relating to the property shall be required as a condition of a real property sale contract or a loan secured by a deed of trust or mortgage on real property containing only a single-family, owner-occupied dwelling, except: (A) where required by a state or federal regulatory authority, (B) where a loan is made, guaranteed, or insured by a state or federal governmental lending or insuring agency, (C) upon a failure of the purchaser or borrower to pay two consecutive tax installments on the property prior to the delinquency date for such payments, (D) where the original principal amount of such a loan is (i) 90 percent or more of the sale price, if the property involved is sold, or is (ii) 90 percent or more of the appraised value of the property securing the loan, (E) whenever the combined principal amount of all loans secured by the real property exceeds 80 percent of the appraised value of the property securing the loans, (F) where a loan is made in compliance with the requirements for higher priced mortgage loans established in Regulation Z, whether or not the loan is a higher priced mortgage loan, or (G) where a loan is refinanced or modified in connection with a lender's homeownership preservation program or a lender's participation in such a program sponsored by a federal, state, or local government authority or a nonprofit organization. Nothing contained in this section shall preclude establishment of such an account on terms mutually agreeable to the parties to the loan, if, prior to the execution of the loan or sale agreement, the seller or lender has furnished to the purchaser or borrower a statement in writing, which may be set forth in the loan application, to the effect that the establishment of such an account shall not be required as a condition to the execution of the loan or sale agreement, and further, stating whether or not interest will be paid on the funds in such an account.

An impound, trust, or other type of account for the payment of taxes, insurance premiums, or other purposes relating to property established in violation of this subdivision is voidable, at the option of the purchaser or borrower, at any time, but shall not otherwise affect the validity of the loan or sale.

(2) For the purposes of this subdivision, "Regulation Z" means any rule, regulation, or interpretation promulgated by the Board of Governors of the Federal Reserve System and any interpretation or approval issued by an official or employee duly authorized by the board to issue interpretations or approvals dealing with, respectively, consumer leasing or consumer lending, pursuant to the federal Truth in Lending Act, as amended (15 U.S.C. Sec. 1601 et seq.).

(b) Every mortgagee of real property, beneficiary under a deed of trust on real property, or vendor on a real property sale contract upon the written request of the mortgagor, trustor, or vendee shall furnish to the mortgagor, trustor, or vendee for each calendar year within 60 days after the end of the year an itemized accounting of moneys received for interest and principal repayment and received and held in or disbursed from an impound or trust account, if any, for payment of taxes on the property, insurance premiums, or other purposes relating to the property subject to the mortgage, deed of trust, or real property sale contract. The mortgagor, trustor, or vendee shall be entitled to receive one such accounting for each calendar year without charge and shall be entitled to additional similar accountings for one or more months upon written request and on payment in advance of fees as follows:

(1) Fifty cents ($0.50) per statement when requested in advance on a monthly basis for one or more years.

(2) One dollar ($1) per statement when requested for only one month.

(3) Five dollars ($5) if requested for a single cumulative statement giving all the information described above back to the last statement rendered.

If the mortgagee, beneficiary, or vendor transmits to the mortgagor, trustor, or vendee a monthly statement or passbook showing moneys received for interest and principal repayment and received and held in and disbursed from an impound or trust account, if any, the mortgagee, beneficiary, or vendor shall be deemed to have complied with this section.

No increase in the monthly rate of payment of a mortgagor, trustor, or vendee on a real property sale contract for impound or trust accounts shall be effective until after the mortgagee, beneficiary, or vendor has furnished the mortgagor, trustor, or vendee with an itemized accounting of the moneys presently held by it in the accounts, and a statement of the new monthly rate of payment, and an explanation of the factors necessitating the increase.

The provisions of this section shall be in addition to the obligations of the parties as stated by Section 2943.

Every person who willfully or repeatedly violates this subdivision shall be subject to punishment by a fine of not less than fifty dollars ($50) nor more than two hundred dollars ($200).

(c) As used in this section, "single-family, owner-occupied dwelling" means a dwelling that will be owned and occupied by a signatory to the mortgage or deed of trust secured by that dwelling within 90 days of the execution of the mortgage or deed of trust.

(Amended by Stats. 2010, Ch. 328, Sec. 30. (SB 1330) Effective January 1, 2011.)

Bankruptcy Rule 9024 permits the court to vacate a discharge order. Section 1328(e) permits a court to revoke a discharge "only if (1) such discharge was obtained by the debtor through fraud; plan. The trustee moved to vacate, not revoke, the discharge under Rule 9024, based on mistake. The bankruptcy court grants the motion and the Tenth Circuit affirms. It reasons that "vacate," which was temporary in this case, differs from "revoke," and that the bankruptcy courts should not be prohibited from correcting their mistakes, despite the statutory language. The court notes the risk of fraud or sharp dealing by debtors if the result were different and concludes that the trustee was not under an obligation to investigate. *Midkiff v. Stewart (In re Midkiff)*, 342 F.3d 1194 (10th Cir. 2003).

Section 727(a)(2) requires denial of discharge if a debtor made a transfer with actual intent to hinder, delay, or defraud creditors within one year before filing bankruptcy. Here, the debtor filed chapter 13 a few days after making a fraudulent transfer. His case was dismissed after more than a year, and he subsequently filed a new chapter 7. Relying on the Supreme Court's equitable tolling decision in *Young v. United States*, 535 U.S. 43 (2002), which tolled the period for determining the priority of tax claims, the court determines that the one-year period in section 727 should similarly be tolled. The court reasons that the creditors were prevented from protecting their claims during the pendency of the chapter 13 case. *Womble v. Pher Partners (In re Womble)*, 299 B.R. 810 (N.D. Tex. 2003).

The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

Failure to disclose valueless contraband is grounds for denial of discharge. Within weeks after filing bankruptcy, the debtors were arrested for and plead guilty to possession of about 15 pounds of marijuana that had been growing on their property for over two years. The debtors did not disclose the marijuana on their schedules. Even though the property would have been valueless to creditors, the court held that the concealment was fraudulent because the debtor stood to benefit from non-disclosure and therefore denied the discharge under paragraphs (2)(A) and (4)(A) of section 727(a). *Fokkena v. Tripp (In re Tripp)*, 224 B.R. 95 (Bankr. N.D. Iowa 1998).

8.1.kkk **Discharge objection deadline clarified.** Bankruptcy Rule 4004(a) requires a complaint objecting to discharge to be filed within 60 days after the first scheduled meeting of creditors and requires the discharge to be entered "forthwith if no complaint is filed." Section 727(d)(1) permits a creditor to request revocation of a discharge within one year after the discharge is granted if the "discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge." In this case, the discharge was entered 80 days after the bar date, and the creditor learned of the debtor's fraud after the expiration of the 60-day period but before the discharge was entered. A complaint objecting to discharge within one year after entry of the discharge was timely, even though the creditor knew of the fraud before the entry of the discharge. *Citibank, N.A. v*

Partners are fiduciaries. For purposes of the exception to discharge contained in section 523(a)(4) (defalcation while acting in a fiduciary capacity), a partner is a fiduciary to the other partners. Moreover, defalcation includes

innocent as well as intentional or negligent failure to properly account for money held in a fiduciary capacity. *Lewis v. Scott (In re Lewis)*, 97 F.3d 1182 (9th Cir. 1996).

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

(J) objections to discharges; *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996); *French v. Miller (In re Miller)*, 247 B.R. 704 (Bankr. N.D. Ohio 2000);

(K) determinations of the validity, extent, or priority of liens; *see In re Weaver*, 248 B.R. 106 (Bankr. N.D. Ohio 2000); *Diversified Mortgage Co. v. Gold (In re Gold)*, 247 B.R. 574 (Bankr. D. Mass. 2000); *In re Sims*, 181 B.R. 125, 127 n.2 (Bankr. N.D. Ala. 1995) (only applies to liens on property of the estate);

(J) objections to discharges; *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996); *French v. Miller (In re Miller)*, 247 B.R. 704 (Bankr. N.D. Ohio 2000);

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(E) orders to turn over property of the estate; *see McClatchey v. Ohio Pub. Employees Deferred Comp. Program (In re Matheney)*, 138 B.R. 541 (Bankr. S.D. Ohio 1992); *Fisher v. Ins. Co. of Pa. (In re Pied Piper Casuals), Inc.*, 50 B.R. 549 (Bankr. S.D.N.Y. 1985). *But see Roddam v. Metro Loans, Inc. (In re Roddam)*, 193 B.R. 971 (Bankr. N.D. Ala. 1996) (unliquidated, disputed state law claim is non-core, related to proceeding and not properly the subject of a turnover order);

(F) proceedings to determine, avoid or recover preferences; *see John E. Burns Drilling Co. v. Central Bank of Denver*, 739 F.2d 1489 (10th Cir. 1984); *Country Junction, Inc. v. Levi Strauss & Co. (In re Country Junction), Inc.*, 41 B.R. 425 (W.D. Tex. 1984), *aff'd*, 798 F.2d 1410 (5th Cir. 1986); *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996). *But see Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33 (1989) (suggesting that not all "core proceedings" are "public rights" for purposes of Article III analysis);

(G) motions to terminate, annul or modify the automatic stay; *Divane v. A & C Elec. Co.*, 193 B.R. 856 (N.D. Ill. 1996);

(H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine

mortgage, deed of trust, security interest, lease, or other instrument declaring an interest in, or requesting notice relating to, the property affected by the false or forged instrument as of the date of the filing of the criminal complaint or indictment.

(6) Any party not required to be noticed under paragraph (1) or (5) who nonetheless notifies the prosecuting agency in writing of the party's desire to be notified if a motion is brought under subdivision (e) to void the false or forged instrument shall be treated as an interested party as defined in paragraph (1) or (5).

(7) The court shall set a hearing for the motion brought by the prosecuting agency under subdivision (e) no earlier than 90 calendar days from the date the motion is made. The prosecuting agency shall provide a copy by certified mail of the written motion and a notice of hearing to all interested parties described in paragraphs (1), (5), or (6), and all other persons who obtain an interest in the property prior to recordation of notice of pendency of action no later than 90 days before the hearing date set by the court. The notice shall state the street address, if available, and the legal description of the affected real property.

(8) At a hearing on a motion brought by the prosecuting agency under subdivision (e), the defendant, prosecuting agency, and interested parties described in paragraphs (1), (5), or (6), shall have a right to be heard and present information to the court. No party shall be denied a right to present information due to a lack of notice by the prosecuting agency or failure to contact the prosecuting agency or the court prior to the hearing.

(9) (A) At a hearing on a motion brought by a prosecuting agency under subdivision (e), if the court determines that the interests of justice or the need to protect the property rights of any person or party so requires, including, but not limited to, a finding that the matter may be more appropriately determined in a civil proceeding, the court may decline to make a determination under subdivision (e).

(B) If, prior to the hearing on the motion, any person or party files a quiet title action that seeks a judicial determination of the validity of the same false or forged instrument that is the subject of the motion, or the status of an interested party as a bona fide purchaser of, or bona fide holder of an encumbrance on, the property affected by the false or forged instrument, the court may consider that as an additional but not dispositive factor in making its determination under subdivision (e); provided, however, that a final judgment previously entered in that quiet title action shall be followed to the extent otherwise required by law.

(g) As used in this section, "prosecuting agency" means a city attorney, a district attorney, the Attorney General, or other state or local agency actively prosecuting a case under this section.

(h) An order made pursuant to subdivision (e) shall be considered a judgment, and subject to appeal in accordance with, paragraph (1) of subdivision (a) of Section 904.1 of the Code of Civil Procedure.

(Amended by Stats. 2014, Ch. 455, Sec. 1. (AB 1698) Effective January 1, 2015.)

dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

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(K) determinations of the validity, extent, or priority of liens; *see In re Weaver*, 248 B.R. 106 (Bankr. N.D. Ohio 2000); *Diversified Mortgage Co. v. Gold (In re Gold)*, 247 B.R. 574 (Bankr. D. Mass. 2000); *In re Sims*, 181 B.R. 125, 127 n.2 (Bankr. N.D. Ala. 1995) (only applies to liens on property of the estate);

(M) orders approving the use or lease of property, including the use of cash collateral; (N) orders approving the sale of property other than property resulting from claims brought by the estate against persons who

(E) orders to turn over property of the estate; *see McClatchey v. Ohio Pub. Employees Deferred Comp. Program (In re Matheney)*, 138 B.R. 541 (Bankr. S.D. Ohio 1992); *Fisher v. Ins. Co. of Pa. (In re Pied Piper Casuals), Inc.*, 50 B.R. 549 (Bankr. S.D.N.Y. 1985). *But see Roddam v. Metro Loans, Inc. (In re Roddam)*, 193 B.R. 971 (Bankr. N.D. Ala. 1996) (unliquidated, disputed state law claim is non-core, related to proceeding and not properly the subject of a turnover order);

(F) proceedings to determine, avoid or recover preferences; *see John E. Burns Drilling Co. v. Central Bank of Denver*, 739 F.2d 1489 (10th Cir. 1984); *Country Junction, Inc. v. Levi Strauss & Co. (In re Country Junction), Inc.*, 41 B.R. 425 (W.D. Tex. 1984), *aff'd*, 798 F.2d 1410 (5th Cir. 1986); *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996). *But see Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33 (1989) (suggesting that not all "core proceedings" are "public rights" for purposes of Article III analysis);

(G) motions to terminate, annul or modify the automatic stay; *Divane v. A & C Elec. Co.*, 193 B.R. 856 (N.D. Ill. 1996);

(B) allowance or disallowance of claims against the estate or exemptions from property of the estate, and estimation of claims or interests for the purposes of confirming a plan of reorganization but not the liquidation or estimation of contingent or unliquidated personal injury tort or wrongful death claims against the estate for purposes of distribution in a bankruptcy case; *see U.S. Abatement Corp. v. Mobil Exploration & Producing U.S., Inc. (In re U.S. Abatement Corp.)*, 79 F.3d 393 (5th Cir. 1996) (dispute over amount of creditor's claim and recoupment rights is core proceeding); *S.G. Phillips Constructors, Inc. v. City of Burlington (In re S.G. Phillips Constructors, Inc.)*, 45 F.3d 702, 705 (2d Cir. 1995) (determination of state claim against debtor); *In re Gurry*, 253 B.R. 406 (Bankr. E.D. Va. 2000) (objection to exemptions); *In re Trident Shipworks, Inc.*, 247 B.R. 513 (Bankr. M.D. Fla. 2000) (claim estimation proceeding);

To The Department of Justice, FBI Los Angeles, US Trustee, Attorney General of California, Major White Collar Crimes Unit.

I (Lisa Janco) have open complaint investigations in your agencies that are ongoing:

The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators. Department Of Justice Complaint # 32121-RDG.

I am asking the varies departments for an audit and investigation into a major Chapter 11 Bankruptcy case;

Di-Tech LLC, Greentree LLC, RMS, #19-10412,

GSC Group, INC. Claims Processing Center c/o

Epiq Bankruptcy Solutions, LLC

FDR Station P. O. Box 5082

New York, NY 10150-5082

All documents have been filed into

THE UNITED STATES SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY COURT

bankruptcy case #19-10412

Janco vs. Di-Tech Holding Corporation LLC

Adversary proceeding number# 20- 01051 Ruling Dismissed for Proof of Claim Route on March 25th, 2021 at Pre-Trial Hearing

PROOF OF C LAIM number# 2585 -$110,000.00 Timely Filed as an Administrative Proof of Claims for the Fraudulent fees and charges Di-Tech Stated Ms. Janco owed the Company while under Investigation in Los Angeles, California by the Consumer and Business Affairs Fraud Investigator Chelo Jovellanos. The Investigation in Los Angeles County was for Mortgage Fraud, Fiduciary fraud, actual fraud, and embezzlement of the State of California Property Tax Postponement Funding/Public Funding.

CONSTITUENT SERVICES RELEASE OF INFORMATION FORM

Date
09/01/2021

I, __Lisa Janco_____, in accordance with the Privacy Act, hereby authorize
Signature

Congressman Kevin McCarthy to make inquires on my behalf with the _DOJ, FBI, AG CA.US TRUSTEE, US Attorney General, White Collar Crime Division Enforcement all Federal Agencies Multi-Jurisdictional All 50 States Agencies .
Name of Agency

Your contact information: **(Complete where applicable)**

(Please Circle) Mr. Mrs. Ms. Miss

Name _Lisa Janco_____ Birth Date 07/20/1966
07/20/1966_____

Street 9020 West Ave J space # 2_____ Social Security Number _____

City Lancaster _____ State _Ca._____ Zip _93536_____ Medicare Number _____

Telephone Number(s) _661-409-8892_____ (Home) VA Claim Number _____

_____ (Work/Cell) Workers' Comp Number_____

Email _ljanco@avc.edu_____

If the problem is with the military, please provide the following information:

Branch of Service _____ Where Stationed _____ Rank _____

Period(s) of Service _____ Home of Record _____
(City where service member enlisted)

PLEASE PROVIDE A DETAILED DESCRIPTION OF YOUR PROBLEM HERE:

__United States Bankruptcy Court Southern District of New York DI-TECH, RMS, GREENTREE Case number #19010412 Address: 100 Bowling Green New York, New York

Adversary Proceeding__Janco Vs. DI-TECH LLC. Case # 20-01051_JUDGE Garrity Jr. AT Pre-Trial _ruled it must go thru the court as Proof of claim # 2916 The Creditors Trustee Tara Twomey is trying to cover up Bankruptcy crime. filed my claim as an Un-secure claim. Which I amended to Administrative and Priority due to the State of Ca. PPT Tax funding for the Blind must be paid back in full to Betty Yee State Controller. DI-Tech embezzled these funds and need to account for these funds and pay the State of Ca. in full not Pro-Rata Pennies on the dollar with 7% interest from 2016-2021 until now. I am awaiting new administrative claim # from the Court. All Documents are filed in the court #2585 AP #20-01051, POC # 2916. See AAttached

NOTE: If additional space is needed, please continue your description on the back of this form.

Please return by email, fax or postal mail to:
Congressman Kevin McCarthy

What's the difference? While embezzlement under California Penal Code Section 503 is very similar to misappropriation of public funds, they are not the same.

Embezzlement means you fraudulently appropriated property that belonged to another person that was entrusted to you.

This applies to any type of property, not just money that belonged to the California government.

In some cases, embezzlement charges are filed instead of, or even with charges of violating PC 424, misappropriation of public funds.

WHAT ARE THE LEGAL PENALTIES?

If you are convicted of misappropriation of public funds, in violation of California Penal Code Section 424, it's a felony offense.

The legal penalties include 2, 3, or 4 years in a California state prison, a maximum fine of $10,000, formal felony probation, and you will typically be ordered to repay the entire amount of misappropriated money.

***WHAT ARE THE LEGAL FACTS: In California by Law, It is not enough for someone to claim I did not know it was illegal; they must investigate weather or not it is illegal to keep monies that you are not the rightful owner; and account ***for monies with a receipt of where said monies went and what they were used for. You may not deposit it transfer it comingle it. In California it is a federal Felony to misuse Government and or public funding. In California there is no statue of limitations for this crime. A person may not use Government funding for anything other than what it was intended for; ***The funding must be accounted for. When the rightful owner (Lisa Janco) asks for the monies back and you say no; It becomes embezzlement from that point and can be charged with a crime.

You did act knowingly or with criminal negligence – the prosecutor has to be able to prove you specifically knew your acts were illegal DI-Tech's confessions apply) or you were criminally negligent. In other words, you did know your actions with public funds were against the law.

breaking ADA laws and the federal UNRUH Act in California. The Disability Discrimination Act. The Retaliation Act or Coercion 36.206, 36.207. Blackmail and Extortion Trying to Extort Money that Ms. Janco did not owe that was clearly Documented up to the amount of $43000.00 Fraudulent Invoices sent to the Fraud Investigator. Embezzle ling The CSE Insurance Funding from 2015 until 2021 will not provide accounting ,Interest or receipt. Bankruptcy Crimes and Bankruptcy Fraud. By Walter Management LLC, DBA Di-Tech LLC. Filing Fraudulent Instruments in Los Angeles County Tied to Financial Means. Fraudulent Foreclosure 06/2019- 07/2019. While Under Investigation by CFPB, and Los Angeles Consumer and Business Affairs for Mortgage Fraud and Embezzling Government/ Public Funding for the Blind. Deliberately with Malice Mock and reported a Foreclosure on Ms. Janco's Credit Report Knowing Ms. Janco sold the House and Paid in Full to ruin Ms. Janco's Credit for 10 Years,

PENAL CODE - PEN

PART 1. OF CRIMES AND PUNISHMENTS [25 - 680.4]

(Part 1 enacted 1872.)

TITLE 7. OF CRIMES AGAINST PUBLIC JUSTICE [92 - 186.36]

(Title 7 enacted 1872.

CHAPTER 4. Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112 - 117]

(Chapter 4 enacted 1872.)

115.

(a) Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.

(b) Each instrument which is procured or offered to be filed, registered, or recorded in violation of subdivision (a) shall constitute a separate violation of this section.

(c) Except in unusual cases where the interests of justice would best be served if probation is granted, probation shall not be granted to, nor shall the execution or imposition of sentence be suspended for, any of the following persons:

(1) Any person with a prior conviction under this section who is again convicted of a violation of this section in a separate proceeding.

(2) Any person who is convicted of more than one violation of this section in a single proceeding, with intent to defraud another, and where the violations resulted in a cumulative financial loss exceeding one hundred thousand dollars ($100,000).

(d) For purposes of prosecution under this section, each act of procurement or of offering a false or forged instrument to be filed, registered, or recorded shall be considered a separately punishable offense.

(e) (1) After a person is convicted of a violation of this section, or a plea is entered whereby a charge alleging a violation of this section is dismissed and waiver is obtained pursuant to People v. Harvey (1979) 25 Cal.3d 754, upon written motion of the prosecuting agency, the court, after a hearing described in subdivision (f), shall issue a written order that the false or forged instrument be adjudged void ab initio if the court determines that an order is appropriate under applicable law. The order shall state whether the instrument is false or forged, or both false and forged, and describe the nature of the falsity or forgery. A copy of the instrument shall be attached to the order at the time it is issued by the court and a certified copy of the order shall be filed, registered, or recorded at the appropriate public office by the prosecuting agency.

mortgage, deed of trust, security interest, lease, or other instrument declaring an interest in, or requesting notice relating to, the property affected by the false or forged instrument as of the date of the filing of the criminal complaint or indictment.

(6) Any party not required to be noticed under paragraph (1) or (5) who nonetheless notifies the prosecuting agency in writing of the party's desire to be notified if a motion is brought under subdivision (e) to void the false or forged instrument shall be treated as an interested party as defined in paragraph (1) or (5).

(7) The court shall set a hearing for the motion brought by the prosecuting agency under subdivision (e) no earlier than 90 calendar days from the date the motion is made. The prosecuting agency shall provide a copy by certified mail of the written motion and a notice of hearing to all interested parties described in paragraphs (1), (5), or (6), and all other persons who obtain an interest in the property prior to recordation of notice of pendency of action no later than 90 days before the hearing date set by the court. The notice shall state the street address, if available, and the legal description of the affected real property.

(8) At a hearing on a motion brought by the prosecuting agency under subdivision (e), the defendant, prosecuting agency, and interested parties described in paragraphs (1), (5), or (6), shall have a right to be heard and present information to the court. No party shall be denied a right to present information due to a lack of notice by the prosecuting agency or failure to contact the prosecuting agency or the court prior to the hearing.

(9) (A) At a hearing on a motion brought by a prosecuting agency under subdivision (e), if the court determines that the interests of justice or the need to protect the property rights of any person or party so requires, including, but not limited to, a finding that the matter may be more appropriately determined in a civil proceeding, the court may decline to make a determination under subdivision (e).

(B) If, prior to the hearing on the motion, any person or party files a quiet title action that seeks a judicial determination of the validity of the same false or forged instrument that is the subject of the motion, or the status of an interested party as a bona fide purchaser of, or bona fide holder of an encumbrance on, the property affected by the false or forged instrument, the court may consider that as an additional but not dispositive factor in making its determination under subdivision (e); provided, however, that a final judgment previously entered in that quiet title action shall be followed to the extent otherwise required by law.

(g) As used in this section, "prosecuting agency" means a city attorney, a district attorney, the Attorney General, or other state or local agency actively prosecuting a case under this section.

(h) An order made pursuant to subdivision (e) shall be considered a judgment, and subject to appeal in accordance with, paragraph (1) of subdivision (a) of Section 904.1 of the Code of Civil Procedure.

(Amended by Stats. 2014, Ch. 455, Sec. 1. (AB 1698) Effective January 1, 2015.)

(2) (A) If the order pertains to a false or forged instrument that has been recorded with a county recorder, an order made pursuant to this section shall be recorded in the county where the affected real property is located. The order shall also reference the county recorder's document recording number of any notice of pendency of action recorded pursuant to paragraph (2) of subdivision (f).

(B) As to any order, notice of pendency of action, or withdrawal of notice of pendency of action recorded pursuant to this section, recording fees shall be waived pursuant to Section 27383 of the Government Code.

(f) A prosecuting agency shall use the following procedures in filing a motion under subdivision (e):

(1) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall provide written notice by certified mail to all parties who have an interest in the property affected by the false or forged instrument, or in the instrument itself, including those described in paragraph (5).

(2) (A) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall record a notice of pendency of action in the county in which the affected real property is located.

(B) Within 10 calendar days of the case being adjudicated or dismissed without obtaining an order pursuant to subdivision (e), the prosecuting agency shall record a withdrawal of the notice of pendency of action in the county where the affected real property is located.

(3) The written notice and notice of pendency of action described in paragraphs (1) and (2) shall inform the interested parties that a criminal action has commenced that may result in adjudications against the false or forged instrument or the property affected by the false or forged instrument, and shall notify the interested parties of their right to be heard if a motion is brought under subdivision (e) to void the false or forged instrument. The notice shall state the street address, if available, and the legal description of the affected real property.

(4) Failure of the prosecuting agency to provide written notice or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall not prevent the prosecuting agency from later making a motion under subdivision (e), but the court shall take the failure to provide notice or record a pendency of action as required under paragraphs (1) and (2) as reason to provide any interested parties additional time to respond to the motion. Failure of the prosecuting agency to so notify interested parties under this subdivision or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall create a presumption that a finding as described in paragraph (9) is necessary to protect the property rights of the interested party or parties.

(5) If the instrument sought to be declared void involves real property, "interested parties" include, but are not limited to, all parties who have recorded with the county recorder in the county where the affected property is located any of the following: a deed, lien,

obliterates any account; or, (5) willfully refuses to pay over, on demand, any public moneys in their hands, upon presentation of a draft, order, or warrant drawn upon these moneys or, (6) willfully omits to transfer when required by law; or, (7) willfully refuses to pay over to any authorized officer to receive any money imposed by law : Is punishable by California state imprisonment two, three, or four years, and disqualified from holding any office in this state."

Under Penal Code 424, there are a variety of ways a person can commit the criminal offense of misappropriation of public funds. These include:

- **Using public funds for your own use or the use of another person**
- **Loan public funds or make a profit from them, or use public the funds for any unauthorized purpose**
- **Knowingly maintaining a false account, make an entry or erase an account**
- **Conceal, alter, falsify, or destroy a public funds account**
- **Willfully refuse to pay over public funds from anyone who has authority, by warrant, or on presentation of a draft**

The Los Angeles County prosecutor can charge with misappropriation of public funds based on a variety of theories.

WHO IS CONSIDERED A PUBLIC OFFICER?

Under PC 424, a public officer or a person entrusted with public funds includes any type of employee or official of a California state or local government agency.Anyone who knowingly keeps in possession Government or Public funds knowingly that it does not belong to them with full ownership.

This includes an:

- **elected or appointed official,**
- **accountant,**
- **lawyer,**
- **rank-and-file employee, or**

MISAPPROPRIATION OF PUBLIC FUNDS - CALIFORNIA PENAL CODE SECTION 424

Penal Code 424 PC occurs when someone uses public funds for an unrelated public benefit or personal use.

The misappropriation of public funds law is covered under California Penal Code Section 424, and typically considered a white collar crime.

In basic language, this law criminalizes the acts of using public funds for an unrelated public benefit or personal use. It's commonly known as misuse of public funds.

In Los Angeles County, misappropriation of public funds is typically charged against local or California state public officials who are responsible for the funds, but these charges can also be filed any person who has care and control over government money.

Misappropriation of public funds is always charged as a felony crime that can't be reduced to a misdemeanor.

If you are convicted of violation of California Penal Code Section 424, you could face up to 4 years in state prison and a fine up to $10,000.

Additionally, as you can see from the recent example above, it's not uncommon for individuals who have been charged with misappropriation of public funds to also face similar criminal charges of embezzlement, grand theft, or even money laundering.

LEGAL DEFINITION OF MISAPPROPRIATION OF PUBLIC FUNDS

Under California Penal Code Section 424, the legal definition of misappropriation of public funds is as follows:

- ***"(a) Each officer of this state, or county, city, or district, and any other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either: (1) without authority, appropriates any portion to their own use, or use of another; or, (2) loans any portion; makes any profit, or uses for any purpose not authorized by law; or, (3) knowingly keeps a false account, or makes false entry or erasure in any account; or, (4) fraudulently alters, falsifies, conceals, destroys, or***

obliterates any account; or, (5) willfully refuses to pay over, on demand, any public moneys in their hands, upon presentation of a draft, order, or warrant drawn upon these moneys or, (6) willfully omits to transfer when required by law; or, (7) willfully refuses to pay over to any authorized officer to receive any money imposed by law : Is punishable by California state imprisonment two, three, or four years, and disqualified from holding any office in this state."

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- **accountant,**
- **lawyer,**
- **rank-and-file employee, or**

What's the difference? While embezzlement under California Penal Code Section 503 is very similar to misappropriation of public funds, they are not the same.

Embezzlement means you fraudulently appropriated property that belonged to another person that was entrusted to you.

This applies to any type of property, not just money that belonged to the California government.

In some cases, embezzlement charges are filed instead of, or even with charges of violating PC 424, misappropriation of public funds.

WHAT ARE THE LEGAL PENALTIES?

If you are convicted of misappropriation of public funds, in violation of California Penal Code Section 424, it's a felony offense.

The legal penalties include 2, 3, or 4 years in a California state prison, a maximum fine of $10,000, formal felony probation, and you will typically be ordered to repay the entire amount of misappropriated money.

*****WHAT ARE THE LEGAL FACTS: In California by Law, It is not enough for someone to claim I did not know it was illegal; they must investigate weather or not it is illegal to keep monies that you are not the rightful owner; and account ***for monies with a receipt of where said monies went and what they were used for. You may not deposit it transfer it comingle it. In California it is a federal Felony to misuse Government and or public funding. In California there is no statue of limitations for this crime. A person may not use Government funding for anything other than what it was intended for; ***The funding must be accounted for. When the rightful owner (Lisa Janco) asks for the monies back and you say no; It becomes embezzlement from that point and can be charged with a crime.**

You did act knowingly or with criminal negligence – the prosecutor has to be able to prove you specifically knew your acts were illegal DI-Tech's confessions apply) or you were criminally negligent. In other words, you did know your actions with public funds were against the law.

- **someone without a government job, but has custody, control, or entrusted with public money.**

This means you are responsible or have some type of control over, safekeeping, or the disbursement of public money.

A common example of misappropriation of public funds in Los Angeles County includes a situation where someone that receives funds from the government. They remove the money from the/ an account account and use it for their own personal expenses/or use.

In this situation, they could be charged with misappropriation of public funds, under California Penal Code Section 424, even though they are not a government official or employee because they were entrusted with public money.

ELEMENTS OF THE CRIME

In order for the prosecutor to obtain a conviction for misappropriation of public funds, they must be able to prove, beyond any reasonable, specific "elements of the crime." These include:

- **You were an officer of a California state or local government entity, or**
- **A person responsible for the receipt, safekeeping, transfer or disbursement of public funds**
- **You appropriated public money for your own use or use of another person, without authority, and**
- **You knew the law prohibited the appropriation public money, or you were criminally negligent in finding out whether they had the legal authority to make the appropriation.**

Under these elements of the crime, "appropriating public money" means to use the money for own purposes, or for someone else, such a friend or family member.

"Criminal negligence" simply means failing to use ordinary or reasonable care, or to be reckless with public money.

EMBEZZLEMENT VS. MISAPPROPRIATION OF PUBLIC FUNDS

Bankruptcy Rule 9024 permits the court to vacate a discharge order. Section 1328(e) permits a court to revoke a discharge "only if (1) such discharge was obtained by the debtor through fraud; plan. The trustee moved to vacate, not revoke, the discharge under Rule 9024, based on mistake. The bankruptcy court grants the motion and the Tenth Circuit affirms. It reasons that "vacate," which was temporary in this case, differs from "revoke," and that the bankruptcy courts should not be prohibited from correcting their mistakes, despite the statutory language. The court notes the risk of fraud or sharp dealing by debtors if the result were different and concludes that the trustee was not under an obligation to investigate. *Midkiff v. Stewart (In re Midkiff)*, 342 F.3d 1194 (10th Cir. 2003).

Section 727(a)(2) requires denial of discharge if a debtor made a transfer with actual intent to hinder, delay, or defraud creditors within one year before filing bankruptcy. Here, the debtor filed chapter 13 a few days after making a fraudulent transfer. His case was dismissed after more than a year, and he subsequently filed a new chapter 7. Relying on the Supreme Court's equitable tolling decision in *Young v. United States*, 535 U.S. 43 (2002), which tolled the period for determining the priority of tax claims, the court determines that the one-year period in section 727 should similarly be tolled. The court reasons that the creditors were prevented from protecting their claims during the pendency of the chapter 13 case. *Womble v. Pher Partners (In re Womble)*, 299 B.R. 810 (N.D. Tex. 2003).

The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

Failure to disclose valueless contraband is grounds for denial of discharge. Within weeks after filing bankruptcy, the debtors were arrested for and plead guilty to possession of about 15 pounds of marijuana that had been growing on their property for over two years. The debtors did not disclose the marijuana on their schedules. Even though the property would have been valueless to creditors, the court held that the concealment was fraudulent because the debtor stood to benefit from non-disclosure and therefore denied the discharge under paragraphs (2)(A) and (4)(A) of section 727(a). *Fokkena v. Tripp (In re Tripp)*, 224 B.R. 95 (Bankr. N.D. Iowa 1998).

8.1.kkk **Discharge objection deadline clarified.** Bankruptcy Rule 4004(a) requires a complaint objecting to discharge to be filed within 60 days after the first scheduled meeting of creditors and requires the discharge to be entered "forthwith if no complaint is filed." Section 727(d)(1) permits a creditor to request revocation of a discharge within one year after the discharge is granted if the "discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge." In this case, the discharge was entered 80 days after the bar date, and the creditor learned of the debtor's fraud after the expiration of the 60-day period but before the discharge was entered. A complaint objecting to discharge within one year after entry of the discharge was timely, even though the creditor knew of the fraud before the entry of the discharge. *Citibank, N.A. v*

Partners are fiduciaries. For purposes of the exception to discharge contained in section 523(a)(4) (defalcation while acting in a fiduciary capacity), a partner is a fiduciary to the other partners. Moreover, defalcation includes

innocent as well as intentional or negligent failure to properly account for money held in a fiduciary capacity. *Lewis v. Scott (In re Lewis)*, 97 F.3d 1182 (9th Cir. 1996).

Lisa Janco Proof of claim#2585 & 2919

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Case Information

On February 11, 2019, Ditech Holding Corporation announced that it has entered into a Restructuring Support Agreement (the "RSA") with certain lenders holding more than 75% of Ditech Holding's term loans. The RSA provides for a restructuring of the Company's debt while the Company continues to evaluate strategic alternatives. Under the RSA, the Company will pursue a recapitalization that deleverages its capital structure by extinguishing over $800 million in corporate debt, and a liquidity enhancing transaction that includes an appropriately sized working capital facility at emergence. As contemplated by the RSA, the Company simultaneously continues to consider a broad range of options, including but not limited to potential transactions such as a sale of the Company and/or a sale of all or a portion of the Company's assets, as well as potential changes to the Company's business model.

To facilitate this financial restructuring, Ditech Holding Corporation and certain of its subsidiaries (together the "Company"), including Ditech Financial LLC and Reverse Mortgage Solutions, Inc., have filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

The Company and its employees remain focused on providing homeowners with the right home financing solutions and the same high-quality service they have come to expect from us.

The Company's case has been assigned to Judge James L. Garrity, Jr and Case No. 19-10412. The Docket can be accessed in the Dockets tab above or through the website maintained by the United States Bankruptcy Court for the Southern District of New York (www.nysb.uscourts.gov).

Additional information, including press releases and frequently asked questions, is available on the restructuring page of our website, (http://www.ditechholding.com).

FBI's Los Angeles, California Field Office

11000 Wilshire Boulevard (310) 477-6565
Suite 1700
Los Angeles, CA 90024
(310) 477-6565

Money Laundering Definition:

"Money laundering is the process by which criminals conceal or disguise their proceeds and make them appear to have come from legitimate sources. Stolen Money into legal transactions. Money laundering allows criminals to hide and accumulate wealth, avoid prosecution, evade taxes, increase profits through reinvestment, and fund further criminal activity.

While many definitions for money laundering exist, it can be defined very simply as turning "dirty" money into "clean" money. And it's a significant crime—money laundering can undermine the integrity and stability of financial institutions and systems.

Money laundering is usually associated with crimes that provide a financial gain, and criminals who engage in money laundering derive their proceeds in many ways. Some of their crimes include: Complex financial crimes"

(H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

(I) determinations as to the dischargeability of particular debts; *LTV Steel Co. v. Union Carbide Corp. (In re Chateaugay Corp.)*, 193 B.R. 669 (S.D.N.Y. 1996) (action to determine dischargeability of CERCLA liability is "core" proceeding); *Martin v. Stoddard (In re Stoddard)*, 248 B.R. 111 (Bankr. N.D. Ohio 2000); *Fraley v. United States Dep't of Educ. (In re Fraley)*, 247 B.R. 417 (Bankr. N.D. Ohio 2000) (dischargeability of student loan debt);

(J) objections to discharges; *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996); *French v. Miller (In re Miller)*, 247 B.R. 704 (Bankr. N.D. Ohio 2000);

(K) determinations of the validity, extent, or priority of liens; *see In re Weaver*, 248 B.R. 106 (Bankr. N.D. Ohio 2000); *Diversified Mortgage Co. v. Gold (In re Gold)*, 247 B.R. 574 (Bankr. D. Mass. 2000); *In re Sims*, 181 B.R. 125, 127 n.2 (Bankr. N.D. Ala. 1995) (only applies to liens on property of the estate);

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(E) orders to turn over property of the estate; *see McClatchey v. Ohio Pub. Employees Deferred Comp. Program (In re Matheney)*, 138 B.R. 541 (Bankr. S.D. Ohio 1992); *Fisher v.*

(suggesting that not all "core proceedings" are "public rights" for purposes of Article III analysis);

(G) motions to terminate, annul or modify the automatic stay; *Divane v. A & C Elec. Co.*, 193 B.R. 856 (N.D. Ill. 1996);

(B) allowance or disallowance of claims against the estate or exemptions from property of the estate, and estimation of claims or interests for the purposes of confirming a plan of reorganization but not the liquidation or estimation of contingent or unliquidated personal injury tort or wrongful death claims against the estate for purposes of distribution in a bankruptcy case; *see U.S. Abatement Corp. v. Mobil Exploration & Producing U.S., Inc. (In re U.S. Abatement Corp.)*, 79 F.3d 393 (5th Cir. 1996) (dispute over amount of creditor's claim and recoupment rights is core proceeding); *S.G. Phillips Constructors, Inc. v. City of Burlington (In re S.G. Phillips Constructors, Inc.)*, 45 F.3d 702, 705 (2d Cir. 1995) (determination of state claim against debtor); *In re Gurry*, 253 B.R. 406 (Bankr. E.D. Va. 2000) (objection to exemptions); *In re Trident Shipworks, Inc.*, 247 B.R. 513 (Bankr. M.D. Fla. 2000) (claim estimation proceeding);

(C) counterclaims by the estate against "persons" filing claims against estate; *see Lombard-Wall Inc. v. N.Y. City Housing Dev. Corp. (In re Lombard-Wall Inc.)*, 48 B.R. 986 (S.D.N.Y. 1985); *In re RBGSC Inv. Corp.*, 253 B.R. 369 (E.D. Pa. 2000); *Colvard v. Gulf States Drilling Co. (In re Bar M Petroleum Co.)*, 63 B.R. 343 (Bankr. W.D. Tex. 1986); *see also Katchen v. Landy*, 382 U.S. 323 (1966). *But see Kamine/Besicorp Allegany, L.P. v. Rochester Gas & Elec. Co. (In re Kamine/Besicorp Allegany, L.P.)*, 214 B.R. 953, 972 (Bankr. D.N.J. 1997) (subsequent filing of "protective" or "defensive" proof of claim does not convert debtor's complaint from non-core to core proceeding). Note: 11 U.S.C. § 101(41) definition of "person" does not include "governmental units";

28 U.S.C. § 157 does not confer jurisdiction separate and apart from 28 U.S.C. § 1334. *Bass v. Denney (In re Bass)*, 171 F.3d 1016, 1025-26 (5th Cir. 1999) (holding that § 1334 does not confer jurisdiction over action to enforce a non-dischargeable money judgment against a bankruptcy debtor, and thus, § 157 cannot confer jurisdiction independently).

Bankruptcy judges may "hear and determine" -- i.e., enter final judgments in --

a. all cases under title 11;

b. all "core proceedings" arising under title 11 or arising in a case under title 11.

Ins. Co. of Pa. (In re Pied Piper Casuals), Inc., 50 B.R. 549 (Bankr. S.D.N.Y. 1985). *But see Roddam v. Metro Loans, Inc. (In re Roddam)*, 193 B.R. 971 (Bankr. N.D. Ala. 1996) (unliquidated, disputed state law claim is non-core, related to proceeding and not properly the subject of a turnover order);

(F) proceedings to determine, avoid or recover preferences; *see John E. Burns Drilling Co. v. Central Bank of Denver*, 739 F.2d 1489 (10th Cir. 1984); *Country Junction, Inc. v. Levi Strauss & Co. (In re Country Junction), Inc.*, 41 B.R. 425 (W.D. Tex. 1984), *aff'd*, 798 F.2d 1410 (5th Cir. 1986); *Wechsler v. Squadron, Ellenoff, Plesent & Sheinfeld L.L.P.*, 201 B.R. 635 (S.D.N.Y. 1996). *But see Granfinanciera, S.A. v. Nordberg*, 492 U.S. 33 (1989) (suggesting that not all "core proceedings" are "public rights" for purposes of Article III analysis);

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(M) orders approving the use or lease of property, including the use of cash collateral; (N) orders approving the sale of property other than property resulting from claims brought by the estate against persons who

(E) orders to turn over property of the estate; *see McClatchey v. Ohio Pub. Employees Deferred Comp. Program (In re Matheney)*, 138 B.R. 541 (Bankr. S.D. Ohio 1992); *Fisher v. Ins. Co. of Pa. (In re Pied Piper Casuals), Inc.*, 50 B.R. 549 (Bankr. S.D.N.Y. 1985). *But see Roddam v. Metro Loans, Inc. (In re Roddam)*, 193 B.R. 971 (Bankr. N.D. Ala. 1996) (unliquidated, disputed state law claim is non-core, related to proceeding and not properly the subject of a turnover order);

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prevent a new case filing for some time (or permanently in a particularly egregious matter)—a remedy that's common when a debtor has tried to avoid paying a creditor by repeatedly filing and dismissing a case.

- Deny discharge. The bankruptcy court can also deny your overall bankruptcy discharge (the order that wipes out debt) or the discharge of a particular debt. A denial of discharge will allow the creditor to collect the debt after the bankruptcy case.
- Other remedies. The bankruptcy code gives the judge discretion to enter whatever orders are necessary in the bankruptcy case, including the power to hold a party in contempt of court. A finding of contempt usually brings with it a fine and might include an injunction that stops someone from doing a particular action. For instance, the court could deny a creditor's claim, hold the creditor in contempt for filing a false claim, and enjoin the creditor from filing any further claims in the case..

Criminal Bankruptcy Fraud Penalties

A criminal bankruptcy fraud case will tend to involve a more elaborate scheme than what the average person would attempt, with the debtor knowingly executing a plan impacting numerous, if not all, creditors. And it doesn't happen in a vacuum. The actions leading to prosecution for bankruptcy crimes can violate other federal statutes. For instance, an indictment for bankruptcy fraud often includes counts for perjury, tax fraud, bank fraud, wire mail fraud, identity theft, and conspiracy, bringing a schedule of penalties adding years to sentences imposed for bankruptcy crimes.

The Federal Bureau of Investigation (FBI) investigates bankruptcy crimes. If it appears that a crime has been committed, the case will proceed to

the U.S. Department of Justice (DOJ) for prosecution. If convicted, sentencing for a conviction could include any or all of the following

- **up to twenty years in federal prison**
- **a fine of $250,000 for each count**
- **an order to pay restitution,**

Criminal Bankruptcy Fraud Consequences

1.

said the homeowners he helps represent will be harmed by such a release of liabilities.

The center's clients "are elderly, disabled, and lack the financial means to obtain representation, are the most vulnerable and at risk of harm in Ditech bankruptcy matters," Tenenbaum, who is the director of the Northwestern's Complex Civil Litigation and Investor Protection Center, wrote in the filing Friday.Representatives for Ditech declined to comment.

Mortgage Fraud

Another issue that jeopardizes consumer rights is that Ditech alleges foreclosures should not be halted by the automatic stay ordered by bankruptcy court, according to the filing. Two of the homeowners who Tenenbaum represents are currently in litigation with the Ditech unit, Reverse Mortgage Solutions Inc., after the company foreclosed on them, the filing states.

Federal prosecutors charged Chicago businessman Mark Steven Diamond in 2017 in a $7 million reverse mortgage scheme that targeted elderly homeowners. Reverse Mortgage Solutions was a lender or a servicer on some of the loans made in the alleged fraud, Tenenbaum said.

"These are elderly African-American people who did it right, they saved up, owned their home, brought stability to their neighborhood," Tenenbaum said over the phone. "This guy stripped away their equity. It's really sad. It's really heartbreaking."

Task Force on Market Integrity and Consumer Fraud

The Task Force is part of a government-wide initiative to combat fraud against consumers – particularly the elderly, service members, and veterans – and corporate fraud that victimizes the general public and the government.

Below are a variety of subject matter areas, initiatives, and programs handled by the U.S. Department of Justice.

Elder Justice Initiatitive

The mission of the Elder Justice Initiative is to support and coordinate the Department's enforcement and programmatic efforts to combat elder abuse, neglect and financial fraud and scams that target our nation's seniors.

The crime of embezzlement was created to fill a loophole in the theft/larceny statutes of English law. In old English law theft/larceny required a trespass, but there is no trespass with embezzlement. The person who embezzles is in lawful possession of the money or property, they just don't give it back to the owner or use it for unauthorized purposes.

Continue reading to learn about embezzlement law and when it applies as well as some examples of high profile embezzlement crimes in history.

Definition of Embezzlement

The crime of embezzlement is where a person:

- **has lawful possession of the property of another;**
- **converts or takes that property for their own use; and**
- **has no intention of giving it back.**

For instance, an office worker may have every right to handle the petty cash for a business, but the moment they use the petty cash to buy themselves new shoes without authorization, they have embezzled.

An important point about conversion, or the taking of the property, is that it has to be done with a serious intent of depriving the owner of their rights. Acts of embezzlement can include the following with respect to the funds/property of another:

- **using them up;**
- **selling them;**
- **giving them away;**
- **inflicting serious damage on them; and**

FBI/DOJ

on January 30, 2019 as Ditech and affiliates collectively, the ("debtors") were being investigated by the federal government(CFPB) and the Los Angeles County government agency consumer and business affairs. Ditech was being investigated for embezzling and misappropriation of California state government/funding that they stole from Ms. Janco. Ditech was also being investigated for the worst mortgage fraud on Ms. Janco that the LA County Fraud Investigator had seen in 26 years. Ditech was also being investigated for Embezzlement of CSE insurance funding that belong to Ms. Janco from 2015. Ditech fails to give an accounting a list with interest and account for the embezzled money Ditech was also over charging Ms. Janco for over a year or more $500-$600 a month as Ms. Janco only of Ditech for principal and interest $aprox 1025.00; as stated by Ditech in multiple government reports that started 12/14/2017. Di-Tech was charging Ms. Janco$1,650.00 when they should have been charging Ms. Janco $1025.00. Ditech acknowledges and confesses that the above is true in the CFPB reports of 12/14/2017. Di-Tech claims to have put all of this embezzled funding in suspense accounts and in Ms. Janco's impound account for 2017. But failed to run the 2017 escrow analysis and close out the impounds as was agreed upon acknowledged and put in writing. Ditech still refuses to give Ms. Janco or the LA investigator's or the federal government on accounting of the California states funding with interest at 7% per month. Di-Tech was under investigation for all this embezzlement of funding government/public and personal funding of Ms. Janco along with the CSE insurance funding. Di-Tech in January 30, 2019 as they were being investigated for the crimes above that are listed. Ditech forge documents to access the California State Controller's office with knowledge it was a federal felony in the state of California. Di-Tech wanted illegal access to the California State CONTROLLER property tax loan program and Ms. Janco's private account because they had embezzled the funding from the California state property tax program in the year 2016/2017 while Ms. Janco was trying to use the program and was being taxed 7% interest on the funding that Di-Tech embezzled. Ditech after Forging documents in the name of Ms. Janco for authorization and release the accessed Ms. Janco's private government loan account SCO#1001167 and embezzled the stolen money

Amended Proof of Claim # 2919
Debtor: DI-TECH HOLDING CORPORATION CASE #19-10412-jlg.

Ms. Janco is asking for a Criminal Investigation by the Federal Agencies For Bankruptcy Crimes, Bankruptcy Fraud, Fraud crimes against the State of California "California State Controller's Office "CPA" Chief operating agency responsible for maintaining/auditing Government accounts both government employees and Private Government Loan accounts from citizens using/ accessing government programs from the State of California. Di-Tech LLC/Affiliates that were the Company that had Embezzled the government State/Public funding from the PPT Program sco#1001167 from the Victim "Lisa Janco "who was the Approved Blind recipient for the Blind PPT Program in 2016 /2017 using the Program from 2016-2019 the owner who applied for the Government/Public funding was being charged 7% Interest from the Date the Government Funding was disbursed in 2016./2017. Di-Tech LLC. Had full knowledge of stealing the California State Government funding/public funds for the Blind , Elderly and disabled State Program . Mocked / Laughed confessed to receiving the State of California property tax loan payment two installments that was disbursed in 2017 for the sole purpose of 2016 /2017 property tax years. Ditech LLC /affiliates were under Investigation by the federal government CFPB consumer financial Protection Bureau from December 13 , 2017 for "Embezzling" misappropriating Government and Public funding in the stated California is a federal felony under the state of California laws; California Penal Code 424 PC ; in Los Angeles County, Misappropriation of Public Funding is always charged as a Federal Felony crime that cannot be reduced to a misdemeanor. Under California laws; Ditech LLC/affiliates had knowledge and confessed "YES" indeed receive the funds from the State of California property tax postponement program ; Ditech LLC knew they were not the rightful owners of the government/Public funding .

(1) Ditech /affiliates did not fill out an application in 2015 for the blind government state Controller's program.

(2) Ditech LLC /affiliates were not blind .

(3) Ditech new that there was a lien that was attached to a house on 4103 Capistrano Pl. LANCASTER CA 93536 was collateral for the repayment of the loan to the state of California at 7% interest .

(4) Ditech was sent an Approval letter from the State of California Controller's office with the approval number that they were paying Ms. Janco's Property taxes.

Ditech sent the Annual tax report from the State Controller's office to the investigator that was a tax bill from Betty T that was dated May 23, 2018 annual statement of Postponed property taxes as of that date that Ditech still possessed the government funding there was interest as of that date of 903.17 showed a recording fee of the lien issued a balance of 6794.97. This annual statement was sent to Di-Tech LLC / affiliates it stated No payment was required at that time for the loan payment that Ditech had Embezzled and used for personal gain from the Embezzled California government funding as of March 2017- the date of this letter October 2021 that Ms. Janco could make full or partial payments on the account at any time if she wished to make a payment please make your check payable to PO Box 942850, Sacramento, CA 94250. Sending this annual property tax postponement statement showing interest in Ms. Janco's name the amount of interest with the lien Ditech was fully aware that they had Embezzled the funding this was a statement that showed Ms. Janco was being charged for the Government funding at 7% interest on the money that they embezzled/ "mocked/laughed Ms. Janco in writing how Ditech stole the funding due to Ms. Janco's disability which they called a partial homestead and how sorry they feel for Ms. Janco but the documentation is not valid enough for Ditech to return the government public funding or to allow Ms. Janco to use the Government State program that she filled out the application was approved ; Ditech wanting to keep(Misappropriation/Embezzled public funding) for their own gain. "How Ms. Janco feels that she should not have to pay her property taxes in her monthly statement; trying to extort and embezzle more funding from Ms. Janco to allow $500 to be paid monthly for a bill on property taxes that was paid by the State Controller's office/being paid by the State Controller's office for the Government program of the State of California for the blind, elderly, and disabled. All the above stated facts are listed in the government report of LA County Fraud Investigator Chelo Jovellanos, LA County file reference: 18 – 04346(Lisa Janco) in the same complaint on the second page #2. Ditech confesses that after being under investigation since December 14, 2017 filed to the federal government CFPB for the CSE Insurance Funds That were Embezzled in 2015 from MS. Janco, The Misappropriation of Government funding of the State of California Controller's office PPT Loan program; while under Investigation from hello by the Los Angeles county fraud investigation . Ditech confesses that they attempted to gain illegal access to Ms. Janco's private government account as Ditech states they received

the annual Statement of Postponed property taxes letter from the State of California dated May 23, 2018 (enclosed) for the LA investigator to review. Di-Tech states please note that this tax postponement letter is not sufficient to remove her property tax escrow so long as the taxing authority is reporting taxes due on Ms. Janco's Property. This is a violation of California state law for any lender to force a mortgagee to have impounds for property taxes or fire Hazard Insurance as a condition to service the note ;unless the mortgagee is two years behind on their property taxes. Ditech was given the California state laws that they were violating trying to force Ms. Janco to keep paying impounds that they intended to embezzle more funding for LA property taxes that were being paid in Ms. Janco did not owe. Ditech in writing from all these federal and state government agencies was demanded to return the government public funding to the rightful owner which was Ms. Janco as of 2017 to the current date and stop denying Ms. Janco the use of California states funding for the blind. Give the government public funding back to the rightful owner with interest and damages sent you had knowledge and intent to keep Ms. Janco from using the Government program and the government funding. Di-Tech was told in writing to stop discriminating against the disability laws :"THE Disability Discrimination Act, The Retaliation Act. The California UNRUH A, The Federal ADA laws , The Fair lending Act, California State Impound Laws, the Real Estate Act, The Federal RESPA Laws, Ditech using the information that was listed on the Annual tax statement and the program in retaliation with intent wanting to keep the Embezzled funding that was funded ;that they had stolen from Ms. Janco. After Ms. Janco filed the federal complaint with the federal government CFPB ; December 14 , 2017 which Ditech noted in the complaints that they were under Investigation that oversees deceptive practices of lenders and banks the watchdogs to enforce the federal laws of lending. Ditech using the information from the State of California on the program created a fraudulent invoice for the amount of $11,683.21. Di-Tech knew that this invoice was fraudulent with intent to cause harm knowing they had all the Embezzled funding was the Impound money of 2017 which they were supposed to close out this was another attempt for Ditech to extort money from a blind citizen of California.

See Exhibit 8

The California State Controller's Property tax loan government /public funding Ditech LLC /affiliates stated in the response to the Los Angeles Fraud investigator

in RE: 18 - 04346 (Lisa Janco) while in a fiduciary capacity account number 32757411 (Di-Tech) Embezzle ling the victims(Lisa Janco) was not able to access the Government were accessed while under Investigation by LA County . Ditech stated in the July 23, 2018 response to LA County Fraud Investigator Ditech Try to access the stated California Controller's office private account and the stated California explained to Ditech they were unable to give anybody any information on any government account that they have control over and custody of in the State Controller's office unless the account holder rightful owner or claimant signs an authorization form a release form with a wet signature to put on file to access any government account in the state of California Controller's office the State of California explained the Ditech they were under unable to give them any information on any government account that they possess without a release and authorization consent to give out that information on any of their government accounts and these instruments release and authorization for the state of California Controller's office to release any information on Ms. Janco's account SCO # 1001167. Executed by Ms. Janco. On July 18, 2018, we Ditech Attempted to contact Ms. Janco to obtain an authorization to gain access to her private government account the State Controller's office which would allow the criminal who embezzled the Government State funding from March 2017 for the 2016 – 2017 property taxes loan funding who embezzled the funding and used it while Ms. Janco was being charged 7%. Access to the State Controller's office government loan account to embezzled the money back in while under Investigation by LA County. In this report di-Tech states that Ms. Janco refused on this matter and ended the call. What Ms. Janco told di-Tech as they had embezzled the Government funding with the which is a federal felony that they were under investigation for lawsuit from Los Angeles County fraud investigator for embezzling the government funding for three years and they did not need access to her loan account where she makes her loan payments to the stated California for the funding loan money that di-Tech embezzled three years prior they were trying to ask permission from Ms. Janco to break into the stated California government account to embezzled the government funding that they stole in 2016 2017 back into the government account while there under investigation for embezzling the funding from Los Angeles County to fraud the State of California Controller's office Ditech did not tell the State Controller's Office of California that they were under investigation for stealing the government funding and now they were trying to

embezzle it back into a state government agency that handles all the government funding and has an independent audit section to audit Agencies that Steal , embezzle misappropriate , or misuse California Government funding of the State of California. Di-Tech in January 30 of 2019 six months later while still under investigation by LA fraud investigator for embezzling the government state funding of California from the Controller's office in Ms. Janco. Ditech again forged documentation necessary to illegally gain access break into the stated California Controller's office PPT program and Ms. Janco's account where she makes her loan payments and has since 2004. Di-Tech broke in forged documentation in Ms. Janco's name to pull fraud on the State Controller's office SCO #1001167. Ditech embezzled the government/public funding from the State of California with concealment that they were under Investigation by LA County for embezzling the California states funding PPT loan money with 7% interest that was in Ms. Janco's name. Di-Tech paid this account in full to avoid restitution and prosecution by the stated California in LA County for embezzling the government and public funding from 2016 to 2019 without ever allowing Ms. Janco to have access to her own government loan funding that she was approved for that Ditech and affiliates stole and laughed and mocked

Ms. Janco . This is a fraud federal felony class D on Ms. Janco Forging Documents to gain access to the stated California State Controller's office for the loan funding of the PPT program that Ms. Janco was using from 2016 to 2019 or whenever Ms. Janco decided to stop using a government program or died or sold the house. Ditech committed a federal felony by breaking into the California State Controller's office by fraud and deception against the state of California . Ms. Janco in Exhibit 2 is showing the release of lien that is dated January 30, 2019. Di-Tech committed these crimes against the state of California Controller's office in Ms. Janco 11 days before fleeing the stated California while under Investigation for embezzling and misappropriating the state of California government public funding that was intended to help the homeowners of the stated California who are blind elderly and disabled. Di-Tech fled to New York and filed for Chapter 11 bankruptcy SOUTHERN DISTRICT OF NEW YORK under the presiding Judge Hon. Judge Garrity Jr with all the stolen funding government funding Di-Tech /Affiliates under multiple different names can exploit the Bankruptcy system. Walter Management Investment Corporation LLC. Confessed to embezzle ling Government Funding was

under Federal Investigation in California before and during Bankruptcy Than changed the name to Di-Tech LLC. Had embezzled more Funding in California than filed a second Bankruptcy case in 14 months on February 11, 2019; with concealment of the conduct of the crimes against the state of California Controller's office the Federal Felonies, mortgage fraud, actual fraud, fraud by petitioner worry is asking the judge in the Southern District of New York United States federal bankruptcy court. To put his wet signature on a discharge giving di-Tech LLC. Affiliates legal ownership of stolen funding from California. Ms. Janco has asked the FBI the Department of Justice to press criminal federal charges against Ditech LLC/affiliates that have filed chapter 11 reorganization in a U.S. Bankruptcy Court under the federal laws of the United States of America committing Bankruptcy Crimes, Money Laundering the stolen funding from California and all the embezzled funding for Ms. Janco trying to turn it into clean money or sell it to another entity. Ms. Janco is asking for Criminal restitution civil restitution ledgers documents that were forged to the state of California Controller's office receipts of the government public funding from the stated California that Ditech is refusing to give Ms. Janco and all of the California federal and state investigators to Date. The bankruptcy system does not have the authority nor Jurisdiction to cover up crimes against the state of California or any state in this Bankruptcy case was to be referred to the Department of Justice, The US Trustee , The US Attorney, The Atty. Gen. of California for crimes and Felonies that are documented in the documentation filed into the court under Bankruptcy case #19-10412 filed February 11, 2019 while still under investigation in Los Angeles County ; and by the Federal government CFPB for the crimes that are listed. The first bankruptcy case that was filed by Walter Investment Management Corporation as depth or with affiliates that was under investigation by the federal government for embezzling the funding from the State of California government public funding and all the funding that was embezzled in the years 2015 ,2016 ,2017,until the debtors and affiliates filed for Chapter 11 in the State of New York Southern District Bankruptcy court with the knowledge and intent to commit bankruptcy crimes and money launder the California states funding government public funding ; CSE insurance funding that was embezzled from Ms. Janco along with other funding in 2015 , 2016 , 2017 , 2018 Concealing from the Bankruptcy Court . That Ditech and affiliates had confessed to the misappropriation and embezzling California states funding which are confessed in Multiple government agency investigative reports.

State of California Government fraudulently forging Documentations to file instruments in the County of Los Angeles. Creditor Trustee is to by law report bankruptcy crimes to the United States Trustee. United States Attorneys. This Article is about to break in California by "The Action for Justice"
so that all victims can start coming forward in all 50 States .

Di-Tech/affiliates criminally acted while doing business in California under California laws, committed crimes against the State Controller's office of the state of California while under Investigation by LA County to gain the access of the State

Lisa Janco Proof of claim#2585 & 2919

Bankruptcy Rule 9024 permits the court to vacate a discharge order. Section 1328(e) permits a court to revoke a discharge "only if (1) such discharge was obtained by the debtor through fraud; plan. The trustee moved to vacate, not revoke, the discharge under Rule 9024, based on mistake. The bankruptcy court grants the motion and the Tenth Circuit affirms. It reasons that "vacate," which was temporary in this case, differs from "revoke," and that the bankruptcy courts should not be prohibited from correcting their mistakes, despite the statutory language. The court notes the risk of fraud or sharp dealing by debtors if the result were different and concludes that the trustee was not under an obligation to investigate. *Midkiff v. Stewart (In re Midkiff)*, 342 F.3d 1194 (10th Cir. 2003).

Section 727(a)(2) requires denial of discharge if a debtor made a transfer with actual intent to hinder, delay, or defraud creditors within one year before filing bankruptcy. Here, the debtor filed chapter 13 a few days after making a fraudulent transfer. His case was dismissed after more than a year, and he subsequently filed a new chapter 7. Relying on the Supreme Court's equitable tolling decision in *young v. United States*, 535 U.S. 43 (2002), which tolled the period for determining the priority of tax claims, the court determines that the one-year period in section 727 should similarly be tolled. The court reasons that the creditors were prevented from protecting their claims during the pendency of the chapter 13 case. *Womble v. Pher Partners (In re Womble)*, 299 B.R. 810 (N.D. Tex. 2003).

The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

Failure to disclose valueless contraband is grounds for denial of discharge. Within weeks after filing bankruptcy, the debtors were arrested for and plead guilty to possession of about 15 pounds of marijuana that had been growing on their property for over two years. The debtors did not disclose the marijuana on their schedules. Even though the property would have been valueless to creditors, the court held that the concealment was fraudulent because the debtor stood to benefit from non-disclosure

Ms. Janco and her family were looking forward to using this program by the state and federal government while she attended Blind school for various years 2016 -2019 or as long as she wanted to use the program and the program had money and funding. Di-Tech being in financial trouble with the government on the litigation that had just preceded that they promised the presiding judge that they were going to not break anymore laws received the property tax postponement loan payment as confessed in the Government reports attached on numerous occasions and refused to send the government property tax loan payments back to Ms. Janco within the 7 to 10 business days of receiving it they decided that they were going to keep it for their own use personal gain even know that Ms. Janco was being charged 7% interest on the loan funding that she never was able to use because Ditech had custody and control but Ms. Janco had ownership Ms. Janco had signed the Promissory contract and had a lien on her house Ms. Janco was the one he was blind and disabled Ms. Janco's the one who had quality equity of 65% in her house di-check did not apply for this loan they did not receive approval for this loan money and yet they kept this government and public funding money for their own personal gain Ms. Janco fought to get it back and fought to get a receipt of where the money was as she was being charged 7% interest Ditech had a federal responsibility by California law to do an escrow analysis yearly which was July 2017 mind you they had already had the receipt and the funding by the government four months before July 2017 so Ms. Janco was already paying interest on all those months 10 months later finally Ms. Janco reached out to Nicholas in the tax department who gave Ms. Janco his personal fax number verbally stated that he was sending out a check with the escrow analysis that was failed to be done in July 2017 along with all the impound monies and the government funding he was going to send this check November 1 of 2017 with any and all interest for all the months which were 10 that Ditech kept the Government funding and any fees and issues that arose from di-Tech to legally keeping misappropriation and embezzling the government funding when the rightful owner asked you for their government Funding back that they are paying interest on and you say no you are embezzling government and public funding with knowledge and it becomes larceny and embezzlement misappropriation of Government funding from the point when you told the original owner the rightful owner no I'm keeping it for myself federal law states that any government funding public funding that is issued must be accounted for by a receipt and can only be used for the designation that that government funding was for and the government funding was for 2016 and 2017 property taxes the tax department also knew that Ms. Janco had filed for 2016 2017 2017 2018 property taxes it would be illegal for Ditech to put the money in any account and use it for the next year's Property Taxes or use it for anything else other than what its purpose was intended to be used for and in California it is a federal felony to misappropriate Government and Public funding and the penalties are so severe there is no statute of limitations when you still Government and Public funding also was closing the Impounds so that Ms. Janco and was acknowledging that Ms. Janco would be using this government program and no longer needed the impound savings account because the bill would not be due if the stated California is going to pay the property taxes there is no due for Ditech LLC to pay. When Ms. Janco did not get the check November 1 of 2017 along with all the credit funding because di-Tech was

taking $500 every single month and putting it somewhere when Ms. Janco only owed principal and interest of approximately 1025 Ditech kept charging Ms. Janco 1650 now if the principal and interest payment was only 1025 and Ms. Janco had been paying over 1650 a month there is approximately $600-$650 overage credit that Ms. Janco was owed along with the funding and the interest on the government funding for Ditech collecting it and keeping it. December 13 Ms. Janco complained to the federal government CFPB which had just won a lawsuit against GREENTREE LLC a.k.a. di-Tech LLC a.k.a. and all the affiliates because they had stolen the federal funding and State Funding and were over charging Ms. Janco $650 a month refused to issue a receipt of where the Government funding went in March 2017 or whenever they actually received the Government funding and the escrow analysis for 2017 Ms. Janco asked in writing and over and over to produce that which is supposed to be done annually by federal law when Ms. Janco complained December 13 of 2017 the CFPB gave di-Tech 10 days to respond to the allegations Ditech promised the CFPB they were going to take this very seriously investigate and they were stopping all collections on Ms. Janco's account until the thorough investigation was done. Instead di-check in retaliation which violates the retaliation act gave Ms. Janco a bill for approximately $11,000-$14,000 essentially ditech frauding and forge these documents turning the credit into a debit in retaliation for turning them into the CFPB not only that they asked the CFPB the federal government for an extension of three months 90 days to thoroughly investigate and respond. Ms. Janco also complained that di-Tech was violating the ADA laws and putting all correspondence in Micro- font on the Statements and other documentation that was important for Ms. Janco to review Ms. Janco asked them in writing to put correspondence in a Large font format because she was legally blind and the ADA laws are very strict and they state you must have a way to communicate with the death the blind and the disabled before you open your doors for business. All businesses including church. Dietetic had been mocking Ms. Janco's blindness and disability by blowing up certain documents to 2000 font but putting extremely important payment information on the Statements in Micro font so that Ms. Janco for quite frankly even an elderly person with macular jig degeneration would not be able to follow along with what they were doing in commingling the funding. When Dieterich finally responded to the federal government three months after Ms. Janco filed the complaint di-Tech was fraudulently marking Ms. Janco's credit report delinquent in late owed Ms. Janco a credit of $600 times 10+ the government funding of 4000+ interest they had kept in suspense the CSE Insurance money also and by law any interest suspense accounts must acquire interest especially California state law. Janco felt and relied on di-Tech LLC to actually work with the federal government CFPB find out that they were indeed in the wrong and fix it and compensate Ms. Janco on the credit that she deserved because they have been overcharging her(Ms. Janco) also in 2016 dietetic was doing other DECEPTIVE PRACTICES only one of Mrs. Janco's statement that was supposed to be in larger font format according to the ADA the top boxes were Ms. Janco always put her check amount was prefilled in $3004.00 Mrs. Janco's payment was only 1502 a month what is an indicating is that Ditech failed to apply the last months payment billed Ms. Janco for to payments and prefilled in the top boxes. Which is against the law supposedly to prefilling boxes so Ditech had the first boxes

where the payment was supposed to go prefilled in the only free boxes was to go to the impounds and due to the fact that they had not followed the ADA laws and put the payment coupons in the and a statement in larger font format rerouted that payment that one payment into the impounds on purpose due to the fact that everything is in Micro font it would be hard for a blind person to follow along at what they were actually doing which is brought by fiduciary as you notice in the records all the court documents that fraudulently state that Ms. Janco owed $40,000 $18,000 if you look at those coupons not the boxes are prefilled just that one and Ms. Janco contacted an attorney an attorney contacted di-check declared that his client was legally blind and they needed to reverse the payment out of the Impounds and put it back where it belonged with the warning. When attorney got the paperwork back dietetic actually said absolutely not we refuse to do any slight accommodation or modification and make it right even though we been violating ADA laws and putting everything in micro font Ms. Janco was forced to make two payments the following month which she did when a blind person is declared all they have to do is walk into an establishment and say I am legally Blind deaf disabled reasonable accommodations must be made by federal law reasonable. While ditech was under the investigation by the CFPB the federal government and given this extension to do their investigation they filed a fraudulent document instrument attached to my house under penalty of perjury in Los Angeles County that Ms. Janco was late and they wanted to foreclose they were pushing a foreclosure action fraudulently knowing that Ms. Janco was old a credit for all the months that they overcharged her and the government funding which they stole and embezzled in all the amounts led up to grand theft larceny and embezzlement government funding misappropriation. Not only was ditech holding Ms. Janco's government funding that she was under contract by the State of California to pay back with a lien on her house Ditech was blackmailing Ms. Janco to threaten or intimidate her in retaliation stating that if Ms. Janco did not give them an additional $15,000-$18,000 they were going to fraudulently foreclose on the Janco's house they filed the documentation instrument fraudulently under penalty of perjury declaring that Ms. Janco owed di-check all this money which is blackmail and due to the fact that they use the mail it smell fraud not to mention harassment because when they filed those fraudulent documentation Ms. Janco was getting over and over and over again thousands of correspondence through the mail for people in charge to by her house her house was not up for sale Ms. Janco was current on her payments di-Tech knew that they owed her money a credit; the government funding with 7% interest from the State of California Property Tax Postponement; all the months over 10 months of Ms. Janco paying $600-$650 more than what she was supposed to Principle & Interest approx. $1025.00 which is stated and confirmed I by upper management of Ditech in the CFP B report .

See attached:

According to the ADA Laws the Ca. UNRUH ACT, The Disability Discrimination Act , the fair business act of California which states choose to do business in the state of California you (a Business) must be doing business with good faith if A Company acted in bad faith in the State of California you must pay for all attorney fees court costs and compulsory

Damages to put that person back where (client/Contract) financially started when you (The Company doing business as in California) started acting in the bad Faith and Breaching the contract under California State law with the (extra Punitive and Compensatory Damages also the compulsory damages) are extra damages that are designed for the deterrent measure of businesses trying to do bad faith business in California and which the victim deserves. California State has its own Constitution.

All of the Federal and State Laws that the Congress of the United States enacts are to Provide and protect that every citizen under the Constitution is afforded the pursuit of happiness and the American Dream of Homeownership.

The Federal ADA Laws, The California UNRUH ACT, The Rehabilitation Act of 1966, The Disability Discrimination Act, The Federal Fair Credit Reporting Act, The Federal Housing Act, The Consumer Rights Act, The Federal Impound Laws of California, The Federal R.E.S.P.A Laws, The Federal Real Estate Act, The Housing Discrimination Act.

If Ms. Janco was using the State of California Property Tax Postponement and Program, if Ms. Janco does not have a property tax bill, they cannot charge you for a bill that you do not have or owe; Nor does Di-Tech have the right to make Ms. Janco get an approval to allow her to use a State and Federal government program that helps the Blind , Elderly and Disabled; because Ditech is in financial ruins and wants to Embezzle the State of Ca. funding of the government program so Di-Tech is coming up with all these excuses of why Ms. Janco was never allowed to touch , except or allowed use the funding from the State of California government program that she was paying 7% interest on every Month.

Ms. Janco considers Ditech's Embezzling/Stealing confessing/admitting to stealing and possessing and then mocking the fact that they did embezzle and still her government program funding and her timely payments; and her CSE insurance money, in writing with Malicious intent to cause inflection of pain, emotional distress, By stating things like "ahh, seems like Ms. Janco doesn't feel that she should have to pay her Property taxes in her monthly payments. After Embezzling and stealing her property tax funding that she was being charged monthly 7% interest is a Hate Crime on a Blind Person. It's an example of (Oh , what Ms. Janco you can't see without your cane oh did We (Di-Tech) take that from you and were not given the back, what's the matter can't walk all we feel sorry for you very sorry for you and those statements while you can see those but we to send you the foreclosure papers that are legally forged in 2000 size font – can you see it now Ms. Janco about if we send him three times in three separate envelopes can you see it now Ms. Janco not only are we taking your government funding and your CSE insurance funding t We (Di-Tech) Taking your whole Dang House can you see it now Ms. Janco) not only are we taking your house on a fraud because you didn't pay that extra $15-$40,000 that we were trying to blackmail you with; we (Di-Tech) are also going to ruin your credit on a fraud, Lye, Put a For-Closure on your Credit Report and leave you and your family homeless, so for 10 years you will never get another house For 10 more years we are going to keep all your equity government funding that you signed a contract with paying 7% & you will not be able to use that Government Funding until you pay all that money back to the State of

Lisa Janco Proof of claim#2585 & 2919

Bankruptcy Rule 9024 permits the court to vacate a discharge order. Section 1328(e) permits a court to revoke a discharge "only if (1) such discharge was obtained by the debtor through fraud; plan. The trustee moved to vacate, not revoke, the discharge under Rule 9024, based on mistake. The bankruptcy court grants the motion and the Tenth Circuit affirms. It reasons that "vacate," which was temporary in this case, differs from "revoke," and that the bankruptcy courts should not be prohibited from correcting their mistakes, despite the statutory language. The court notes the risk of fraud or sharp dealing by debtors if the result were different and concludes that the trustee was not under an obligation to investigate. *Midkiff v. Stewart (In re Midkiff)*, 342 F.3d 1194 (10th Cir. 2003).

Section 727(a)(2) requires denial of discharge if a debtor made a transfer with actual intent to hinder, delay, or defraud creditors within one year before filing bankruptcy. Here, the debtor filed chapter 13 a few days after making a fraudulent transfer. His case was dismissed after more than a year, and he subsequently filed a new chapter 7. Relying on the Supreme Court's equitable tolling decision in *Young v. United States*, 535 U.S. 43 (2002), which tolled the period for determining the priority of tax claims, the court determines that the one-year period in section 727 should similarly be tolled. The court reasons that the creditors were prevented from protecting their claims during the pendency of the chapter 13 case. *Womble v. Pher Partners (In re Womble)*, 299 B.R. 810 (N.D. Tex. 2003).

The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

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The district court rules that this statement was material, in that it could have led to discovery of substantial information concerning the administration of the case. In addition, it provides grounds for revocation of the discharge under section 727(d) on the grounds that the discharge was obtained by fraud. The court construes "obtained" broadly to mean that the discharge would not have been obtained had the fraud been uncovered before the time for filing a complaint to object to the discharge, rather than that the fraud resulted in obtaining the discharge. *Tighe v. Valencia (In re Guadarrama)*, 284 B.R. 463 (C.D. Cal. 2002).

Failure to keep records may bar discharge even without intent to conceal. Denial of discharge under section 727(a)(3) can be based on a failure to keep adequate financial records, even though the debtor does not intend to conceal his financial condition by failure to keep records. The debtor is held to reasonable commercial standards in keeping records, and requiring the trustee to reconstruct the debtor's entire financial condition from boxes of documents can constitute grounds for denial of discharge. *Peterson v. Scott (In re Scott)*, 172 F.3d 959 (7th Cir. 1999).

Failure to disclose valueless contraband is grounds for denial of discharge. Within weeks after filing bankruptcy, the debtors were arrested for and plead guilty to possession of about 15 pounds of marijuana that had been growing on their property for over two years. The debtors did not disclose the marijuana on their schedules. Even though the property would have been valueless to creditors, the court held that the concealment was fraudulent because the debtor stood to benefit from non-disclosure and therefore denied the discharge under paragraphs (2)(A) and (4)(A) of section 727(a). *Fokkena v. Tripp (In re Tripp)*, 224 B.R. 95 (Bankr. N.D. Iowa 1998).

The Statute and Elements

The relevant statute provides as follows:

§1001. Statements or entries generally

(a) . . . [W]hoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully —

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years . . .

Thus, in order to establish a violation of section 1001, the government must generally prove the following elements beyond a reasonable doubt:

1. The defendant made a statement or representation, or made or used a document;

2. The statement, representation, or document is false or fraudulent;

3. The statement, representation, or document is material;

4. The defendant made the statement or representation, or made or used the document, knowingly and willfully; and

5. The statement, representation, or document pertained to an activity within the jurisdiction of the federal agency to which it was addressed.

Legislative History

Section 1001 finds its origin in a statute that was enacted in 1863.

The False Statements Accountability Act of 1996, Pub. L. No. 104-292, 110 Stat. 3459, amended section 1001 in response to the Supreme Court's 1995 decision in Hubbard v. United States, 514 U.S. 695, 702-03 (1995). In that case, the Supreme Court had held that prior versions of section 1001 only prohibited false statements made to the executive branch. The False Statements Accountability Act expanded Section 1001 to false statements with respect to any matter within the jurisdiction of the executive, legislative or judicial branch of the federal government.

False Statements or Representations

The concept of a "statement" within the context of section 1001 is generally given a broad interpretation. Such statements can generally be made orally or in writing. It is not necessary for a statement to be made under oath as the statute applies to false sworn and unsworn statements.

The *Bronston* Defense – The "Literal Truth" Defense

A creditor may enforce the lien to recover the property secured by the lien even after a discharge is entered by the bankruptcy court.

While federal law controls the issue of nondischargeability, a determination of the existence and amount of the underlying debt is controlled by state law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable state statute of limitations. A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

III. Action to Determine Dischargeability

A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

A party seeking to except a debt from discharge under Section 523(a) (2), (4), or (6) of Title 11, must initiate an adversary proceeding in the bankruptcy court to obtain a judgement that the debt is nondischargeable.16 The burden of proving a ground for objection is on the objecting party.17 The burden may be met under a preponderance of the evidence standard.18

While federal law controls the issue of nondischargeability, a determination of the existence and amount of the underlying debt is controlled by State or Federal law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable State statute of limitations.

I Lisa Janco had applied for a government program for the State of California for various years 2016 -2019 The state approved me and would pay the property taxes for these years and in return you pay them back 7% Interest on the funds. I was approved for the program Di-Tech paid the property taxes out of my (Lisa Janco) impound savings account then when Di-Tech received the Government funding they were instructed by the State of California to return them back to Lisa Janco.

Di-Tech was to close the impound account and reduce the monthly payment to Principal and Interest only Approx. 1025.00 a month the State was paying the property Taxes and the Escrow analysis was to be run and the impound account closed in July 2017. Di-Tech acknowledged they had the funds for 10 months as I was being charged 7 % interest on the State of Ca. Loan funds. The Tax Dept was closing the impound account and was to send a check with the Government funds with 7 avings % interest that occurred

(suggesting that not all "core proceedings" are "public rights" for purposes of Article III analysis);

(G) motions to terminate, annul or modify the automatic stay; *Divane v. A & C Elec. Co.*, 193 B.R. 856 (N.D. Ill. 1996);

(B) allowance or disallowance of claims against the estate or exemptions from property of the estate, and estimation of claims or interests for the purposes of confirming a plan of reorganization but not the liquidation or estimation of contingent or unliquidated personal injury tort or wrongful death claims against the estate for purposes of distribution in a bankruptcy case; *see U.S. Abatement Corp. v. Mobil Exploration & Producing U.S., Inc. (In re U.S. Abatement Corp.)*, 79 F.3d 393 (5th Cir. 1996) (dispute over amount of creditor's claim and recoupment rights is core proceeding); *S.G. Phillips Constructors, Inc. v. City of Burlington (In re S.G. Phillips Constructors, Inc.)*, 45 F.3d 702, 705 (2d Cir. 1995) (determination of state claim against debtor); *In re Gurry*, 253 B.R. 406 (Bankr. E.D. Va. 2000) (objection to exemptions); *In re Trident Shipworks, Inc.*, 247 B.R. 513 (Bankr. M.D. Fla. 2000) (claim estimation proceeding);

(C) counterclaims by the estate against "persons" filing claims against estate; *see Lombard-Wall Inc. v. N.Y. City Housing Dev. Corp. (In re Lombard-Wall Inc.)*, 48 B.R. 986 (S.D.N.Y. 1985); *In re RBGSC Inv. Corp.*, 253 B.R. 369 (E.D. Pa. 2000); *Colvard v. Gulf States Drilling Co. (In re Bar M Petroleum Co.)*, 63 B.R. 343 (Bankr. W.D. Tex. 1986); *see also Katchen v. Landy*, 382 U.S. 323 (1966). *But see Kamine/Besicorp Allegany, L.P. v. Rochester Gas & Elec. Co. (In re Kamine/Besicorp Allegany, L.P.)*, 214 B.R. 953, 972 (Bankr. D.N.J. 1997) (subsequent filing of "protective" or "defensive" proof of claim does not convert debtor's complaint from non-core to core proceeding). Note: 11 U.S.C. § 101(41) definition of "person" does not include "governmental units";

28 U.S.C. § 157 does not confer jurisdiction separate and apart from 28 U.S.C. § 1334. *Bass v. Denney (In re Bass)*, 171 F.3d 1016, 1025-26 (5th Cir. 1999) (holding that § 1334 does not confer jurisdiction over action to enforce a non-dischargeable money judgment against a bankruptcy debtor, and thus, § 157 cannot confer jurisdiction independently).

Bankruptcy judges may "hear and determine" -- i.e., enter final judgments in

a. all cases under title 11;

b. all "core proceedings" arising under title 11 or arising in a case under title 11.

'malicious' injury

involves (1) a wrongful act; (2) done intentionally; (3) which necessarily causes injury; and (4) is done

without just cause or excuse."42

Determining the intent aspect of a malicious injury is a subjective standard, focusing on the

debtor's state of mind.43 The debtor must have the subjective intent to harm or the belief that harm is

substantially certain.44 In the case of a conversion that is both intentional and "willful—malice may be

inferred from the nature of the wrongful act."45

34 See e.g. United States v. Hall (In re Hall), 515 B.R. 515, 520 (Bankr. S.D. W.Va. 2014) (debtor not entitled to

discharge for disability overpayment obtained from SSA through silence regarding return to work).

35 § 523(a)(4). 36 See Cal-Micro, Inc. v. Cantrell (In re Cantrell), 329 F.3d 1119, 1125 (9th Cir. 2003); see also Lewis v. Scott (In re

Lewis), 97 F.3d 1182, 1185 (9th Cir. 1996); Transamerica Commercial Fin. Corp. v. Littleton (In re Littleton), 942

F.2d 551, 555 (9th Cir. 1991). 37 In re Littleton, 942 F.2d at 555; citing Hoffman v. Hoffman (In re Hoffman), 70 B.R. 155, 162 (Bankr. W.D. Ark.

1986). 38 U-Save Auto Rental of Am. v. Mickens (In re Mickens), 312 B.R. 666, 680 (Bankr. N.D. Cal. 2004); Ormsby v.

First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1205 (9th Cir. 2010) (larceny may be determined by

federal common law as a "felonious taking of another's personal property with intent to convert it or deprive the

owner of the same.").

39 11 U.S.C. § 523(a)(6) (2012) (amended 2016), 11 U.S.C. § 1328(a) (2012). 40 Baldwin v. Kilpatrick (In re Baldwin), 249 F.3d 912, 917 (9th Cir. 2001). 41 Brown v. Brown (In re Brown), 331 B.R. 243, 250 (Bankr. W.D. Va. 2005). 42 Carrillo v. Su (In re Su), 290 F.3d

Rose (In re Rose), 934 F.2d 901, 904 (7th Cir. 1991). 27 11 U.S.C. § 523(a)(2) (2012) (amended 2016). 28 In re Field, 516 U.S. 59, 61 (1995). 29 Citibank, N.A. v. Eashai (In re Eashai), 87 F.3d 1082, 1090 (9th Cir. 1996). 30 RESTATEMENT (SECOND) OF TORTS § 545A CMT. B (AM. LAW INST., 1977); quoted in Field v. Mans (In re Field),

516 U.S. 59, 71 (1995). 31 In re Field, 415 U.S. at 70. 32 See § 523(a)(2)(B); In re Field, 516 U.S. at 69. 33 11 U.S.C. § 523(a)(2)(B) (2012) (amended 2016).

Fiduciary Fraud under the bankruptcy code B. Defalcation or Larceny Misappropriation, 11 U.S.C. § 523(a)(4)

Section 523(a)(4) of Title 11 of the United States Bankruptcy Code provides that an individual is

not discharged "from any debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement,

or larceny."35 The fiduciary capacity requirement applies only to debts for fraud or defalcation.

Embezzlement and larceny do not require the existence of a fiduciary relationship.36

"Embezzlement" within the meaning of § 523(a)(4) "requires three elements: '(1) property

rightfully in the possession of the nonowner; (2) nonowner's appropriation of the property to a use other

than that for which [it] was entrusted; and (3) circumstances indicating fraud.'"37 The elements of larceny

differ only in that a larcenous debtor has come into possession of funds wrongfully.38

C. Willful and Malicious Injury, 11 U.S.C. § 523(a)(6)

Debts for the debtor's "willful and malicious injury" to another entity, or the property of another

entity, are nondischargeable except in chapter 13 cases where the debtor completes all plan payments and

obtains a full compliance discharge.39

Under section 523(a)(6) of the Bankruptcy Code, the plaintiff must show that the injury was both

willful and malicious.40 The term willful means a deliberate or intentional act.41 "A

"turns on a person's

knowledge under the particular circumstances."29 "Justification is a matter of the qualities and

characteristics of the particular plaintiff, and the circumstances of the particular case, rather than of the

application of a community standard of conduct to all cases."30 "[A] person is justified in relying on a

representation of fact 'although he might have ascertained the falsity of the representation had he made an

investigation.'"31

If the false statement involves the use of financial statements, slightly different requirements are

involved.32 Section 523(a)(2)(B) applies to use of a statement in writing—

(I) that is materially false;

(ii) respecting the debtor's or an insider's financial condition;

(iii) on which the creditor to whom the debtor is liable for such money, property,

services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.33

Examples of common dischargeability complaints by the United States include certain types of

21 11 USC § 523(a)(2)(A) (2012) (amended 2016). 22 See Muegler v. Bening, 413 F.3d 980, 983-84 (9th Cir. 2005). 23 § 523(a)(2)(A). 24 Younie v. Gonya (In re Younie), 211 B.R. 367, 373 (B.A.P. 9th Cir. 1997); see also Providian Bancorp v. Bixel

(In re Bixel), 215 B.R. 772, 776-77 (Bankr. S.D. Cal. 1997); citing Field v. Mans (In re Field), 516 U.S. 59, 74-75

(1995) (holding that "§ 523(a)(2)(A) requires justifiable, but not reasonable, reliance"). 25 In re Younie, 211 B.R. at 374; Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 820 (B.A.P. 9th Cir.

1999). 26 See Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1206 (9th Cir. 2010); citing Kaye v.

Relief requested

Ms. Janco files this objection under the claims procedures order that there has been no prior request for the list of fees that is attached to the title these fees are from di-Tech LLC for attorneys from the fraudulent act that they caused all the fees are listed in order including real estate fees. No previous request for the relief that was sought on this list is lifted on the proof of claim 2919 with respect to the amended claim 2919 was amended as property and real estate and the housing market go higher on a daily basis the amendment of the proof of claims are going to change until Ditech settles it's been six years Ms. Janco is also asking for court costs. Ms. Janco has stated in the proof of claim 2919 for replacement and cost of the house on Capistrano and the funding to make it blind equipped or a fair housing market value which is now rising to 850,000.00. Ms. Janco has also requested that the stated California property tax postponement program is paid back the 14,000 with 7% interest in the CSE insurance funding that was embezzled is also paid back with interest to this date there has been no accounting for the Government Funding. Itemized Ms. Twomey emailed me documents dated January 30, 2019 11 days before Di-Tech was under investigation by Los Angeles County for the embezzlement of government funding from the stated California. This document states that the release of lien, from the State Controller's office of California which means Ditech to the State Controller of California to access the government accounts to the loan program SCO#100-1167 as I told Ms. Twomey Forging Documents and Authorizations and release with Ms. Janco's wet signature is a Class D federal felony to fraudulently file liens or instruments that are tied to financial means which was Ms. Janco's house on Capistrano, Lancaster, CA 93536. This documentation that Ms. Twomey gave Lisa Janco through email also states that Ditech with concealment that they were under Investigation by LA County Fraud Investigator for the embezzlement of the State Controller's funding PPT program which was concealed and is a felony against the State Controller's office of California for deception and fraudulent documents to access and pay off Ms. Janco's loan account all the way back to 2004 when Ms. Janco had the right and was using the Government program. Ms. Janco is waiting to see who signed the check and who signed the papers for the authorization and release I'm asking this court to have the Ditech release this information and why did the release of lien

not go through the mail to the house on Capistrano which is where the federal government keep your home California release of lien was mailed to Lisa Janco. Ms. Janco is requesting who fraudulently had the stated California Controller's office mailed to their address and what the address was for investigation of the federal government. Ms. Janco is asking for the court to grant this administrative proof of claim number 25854 the fees that are listed on American title. Attached to exhibit A to prove that the fees are not duplicated on another claim #2919. Ms. Janco is seeking entry of an order that is allowing the administrative claim 2585 and relief of proof of claim 2585 and 2919. With the other items stated California with 7% interest to the PPT program and the CSE insurance funding with proof and an accounting with interest and a list if Di-Tech is claiming that they paid the State Controller's office of California PPT program they should have no problem producing documentation with the check and the signature of who signed the check along with the proof of the CSE money and interest that is listed. The relief sought for Ms. Janco has always been for punitive and Compensatory Damages under the state and federal laws of the United States of America for victims who have been victimized by predatory lenders in the malice with intent to harm personal injury to the Janco family without cause or reason just greed.

Ms. Janco Is Pressing Criminal Charges for Forging Documents and authorization and RELEASE with a "WET Signature from Ms. Janco as Stated in The CONSUMER AND BUSINESS Los Angeles file breaking into Mrs. Janco's SCO ACCOUNT 100-1167 and paying off the loan all the way back to 2004 to release the lien that was on Ms. Janco's house for the use of the government funding that Di-Tech embezzled and never let Ms. Janco use the loan money that was dispersed in 2017 with 7% interest and in her name and then using the mail to have the release of lien not sent to the LA investigator who was investigating the embezzlement of the government funding that Ms. Janco was trying to use the program from 2016 to 2019 the only reason di-Tech wanted access to the loan account was to embezzle the government loan money back in to the State Controller's office the only way to do that was to forge documentation they concealed that they were under Investigation by LA County Fraud investigator for embezzling the government and public funding. Di-Tech and affiliates purposely with intent to cause harm and fraud had the documents sent to an address other than Ms. Janco who was the claimant and owner of the loan account they pull these federal crimes January 30, 2019 11 days before filing in New York Bankruptcy Court Southern District to avoid litigation and prosecution by LA County Bot investigator.

Reference Real Estate "RUSH" (LISA JANCO) REPORT:

ATTENTION: CHELO JOVELLANOS, INVESTIGATOR

500 West Temple Street,Room B—96

Los Angeles,Ca. 90012-2706

LA COUNTY RE: 18-04346

DI-TECH FINANCIAL LLC< ACCOUNT NUMBER :# 32757411

State Controller's Office (SCO)LISA JANCO LOAN SCO #1001167
The Controller is the Chief Fiscal Officer of California, the sixth-largest economy in the world. Elected every four years, the Controller is responsible for accountability and disbursement of the state's financial resources. The Controller also safeguards many types of property until claimed by the rightful owners, and has independent

auditing authority over government agencies that spend state funds. The Controller helps administer two of the nation's largest public pension funds, and serves on 70 state boards and commissions with authority ranging from state public land management to crime victim compensation.

Website Contact
General Information: 916-445-3028
Hearing Impaired: 916-322-4404
Fax Number: 916-322-4404

Twitter Information for State Controller's Office
Facebook Information for State Controller's Office
YouTube Information for State Controller's Office
Set location to show nearby results
Locations Near You

CFPB: CONSUMER FINANCIAL PROTECTION BUREAU:

the Consumer Financial Protection Bureau is a US government agency and make sure banks, lenders, and other financial companies treat you fairly enforcement consumer finance.gov.

Complaint filed December 13, 2017 by Lisa Janco via CFPB portal

42103 CAPISTRANO PLACE, Lancaster, California. 93536 – 7316

re-: Ditech Financial LLC 345 Street. Peter Street, Suite 1400, St. Paul, MN. 55102

telephone numbers

T 651-293-4800

F 651 – 293 – 5818

ditech.com

January 30, 2018

re-:" CFPB"case number: 170214 – 270-8093

"Ditech" account number: 327574 one one

Lisa Janco
9020 West Ave J #2
Lancaster, Ca. 93536
1-661-409-8892
ljanco@avc.edu

CERTIFICATE OF SERVICE

Federal Bankruptcy Court Case Number: 19-10412-jlg

Proof Of Claim #(2585)ADMINISTRATIVE PROOF OF CLAIM Amended (2916) Filed wrong.

State of California funding for property Taxes for the Blind with 7% Interest .
ADMINISTRATIVE PROOF OF CLAIM # 2919

I am a resident of the State of California, over the age of eighteen years, and a party to the within action.

[ ] by transmitting via facsimile on this date the document(s) listed above to the facsimile numbers set forth below. The transmission was completed before the close of business and was reported complete and without error.

[ ] by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail addressed as set forth below in this Declaration.

[ ] BY CM/ECF ELECTRONIC DELIVERY: In accordance with the registered case participants and in accordance with the procedures set forth at the Federal Bankruptcy and District Courts, website https://ecf.cacd.uscourts.gov.

[X] by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the following with a tracking number the date of consignment to the address(es) set forth below. A copy of the consignment slip is attached to this proof of service. (See Attached Service List)

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Respectfully submitted, thie 13th day of August of 2021.

Dated: October 24//2021 X Lisa Janco

/s/ Lisa Janco Witness: Brandon Jones 10-31 2021

Sent to List by UPS with Tracking Numbers

DEPARTMENT OF JUSTICE Case # on file in the court
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY10004-1408

CALIFORNIA ATTORNEY GENERAL
P.O. BOX 944255
SACRAMENTO, CA. 94244-2550

Lisa Janco
9020 West Ave J #2
Lancaster, Ca. 93536
1-661-409-8892
ljanco@avc.edu

(AKA) UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
GSC Group, Inc. Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5082
New York, NY 10150-5082

BETTY TEE YEE
CALIFORNIA STATE CONTROLLER

Ca. 90024
PROPERTY TAX POST PONEMENT SCO # 1001167
P.O. BOX 942850
SACREMENTO, Ca. 95816

FBI's Los Angeles, California Field Office
11000 Wilshire Boulevard suite 1700 Los Angeles,

Tara Twomey
Claims Trustee/Consumer Rep.
Di-Tech Holdings
Consumer Creditor Recovery Trust
P.O. BOX 1607
BLUE BELL, PA. 19422

WEIL, GOTSHALL 7 MANGES LLP
767 FIFTH AVENUE
NEW YORK, NEW YORK10153
TELEPHONE; 1-212-310-8007
Ray C. Schrock, P.C
Sunny Slingh
Richard W. Slack
David F. Hill.IV

JENNER & BLOCK LLP
919 Third Avenue
New York, NY 10022
Telephone: (212) 891-1600
Facsimile: (212) 891-1699
Richard Levin
rlevin@jenner.com

EXHIBIT A

American Land Title Association — ALTA Settlement Statement - Seller
Adopted 05-01-2015

File No.: LDE-5979398
Printed: 07/16/2019, 2:30 PM
Officer/Escrow Officer: Rita Dickson/RD
Settlement Location:
42220 10th Street West, Suite 108, Lancaster, CA 93534

First American Title Company

42220 10th Street West, Suite 108 • Lancaster, CA 93534
Phone: (661)206-3415 Fax: (661)951-3693
Final Settlement Statement

Property Address: 42103 Capistrano Place, Lancaster, CA 93536
Buyer: Daniel Yousefzadeh
Seller: Lisa Janco
Lender:
Settlement Date:
Disbursement Date:

	Seller	
Description	**Debit**	**Credit**
Financial		
Sale Price		304,000.00
Prorations/Adjustments		
County Taxes 07/01/19 to 07/16/19 @$2,050.10/semi	168.50	
Title Charges & Escrow / Settlement Charges		
Binder Resale-Eagle Coverage to First American Title Company	1,176.00	
Escrow Fee - One Half to First American Title Company	935.00	
Commission		
Real Estate Commission to Berkshire Hathaway HomeServices Troth, Realtors	5,000.00	
Government Recording and Transfer Charges		
County Documentary Transfer Tax to Registrar-Recorder/County Clerk	334.40	
Payoff(s) and Payment(s)		
Ditech.com		
Principal Balance to Ditech.com	224,242.38	
Recoverable Balance to Ditech.com	375.00	
Accum Late Charge to Ditech.com	512.13	
Accum NSF Charges to Ditech.com	15.00	
Total Fees to Ditech.com	190.00	
Escrow Advance to Ditech.com	13,659.82	
Attorneys Fees to Ditech.com	2,618.32	
Interest on demand thru 07-17-19 to Ditech.com	23,107.07	
Miscellaneous		
nhd report to First American Natural Hazard Disclosures Report	89.95	

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Description	Seller	
	Debit	Credit
Subtotals	272,423.57	304,000.00
Due To Seller	31,576.43	
Totals	304,000.00	304,000.00

Escrow Officer: Rita Dickson

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PENAL CODE - PEN

PART 1. OF CRIMES AND PUNISHMENTS [25 - 680.4]

(Part 1 enacted 1872.)

TITLE 7. OF CRIMES AGAINST PUBLIC JUSTICE [92 - 186.36]

(Title 7 enacted 1872.

CHAPTER 4. Forging, Stealing, Mutilating, and Falsifying Judicial and Public Records and Documents [112 - 117]

(Chapter 4 enacted 1872.)

115.

(a) Every person who knowingly procures or offers any false or forged instrument to be filed, registered, or recorded in any public office within this state, which instrument, if genuine, might be filed, registered, or recorded under any law of this state or of the United States, is guilty of a felony.

(b) Each instrument which is procured or offered to be filed, registered, or recorded in violation of subdivision (a) shall constitute a separate violation of this section.

(c) Except in unusual cases where the interests of justice would best be served if probation is granted, probation shall not be granted to, nor shall the execution or imposition of sentence be suspended for, any of the following persons:

(1) Any person with a prior conviction under this section who is again convicted of a violation of this section in a separate proceeding.

(2) Any person who is convicted of more than one violation of this section in a single proceeding, with intent to defraud another, and where the violations resulted in a cumulative financial loss exceeding one hundred thousand dollars ($100,000).

(d) For purposes of prosecution under this section, each act of procurement or of offering a false or forged instrument to be filed, registered, or recorded shall be considered a separately punishable offense.

(e) (1) After a person is convicted of a violation of this section, or a plea is entered whereby a charge alleging a violation of this section is dismissed and waiver is obtained pursuant to People v. Harvey (1979) 25 Cal.3d 754, upon written motion of the prosecuting agency, the court, after a hearing described in subdivision (f), shall issue a written order that the false or forged instrument be adjudged void ab initio if the court determines that an order is appropriate under applicable law. The order shall state whether the instrument is false or forged, or both false and forged, and describe the nature of the falsity or forgery. A copy of the instrument shall be attached to the order at the time it is issued by the court and a certified copy of the order shall be filed, registered, or recorded at the appropriate public office by the prosecuting agency.

(2) (A) If the order pertains to a false or forged instrument that has been recorded with a county recorder, an order made pursuant to this section shall be recorded in the county where the affected real property is located. The order shall also reference the county recorder's document recording number of any notice of pendency of action recorded pursuant to paragraph (2) of subdivision (f).

(B) As to any order, notice of pendency of action, or withdrawal of notice of pendency of action recorded pursuant to this section, recording fees shall be waived pursuant to Section 27383 of the Government Code.

(f) A prosecuting agency shall use the following procedures in filing a motion under subdivision (e):

(1) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall provide written notice by certified mail to all parties who have an interest in the property affected by the false or forged instrument, or in the instrument itself, including those described in paragraph (5).

(2) (A) Within 10 calendar days of filing a criminal complaint or indictment alleging a violation of this section, the prosecuting agency shall record a notice of pendency of action in the county in which the affected real property is located.

(B) Within 10 calendar days of the case being adjudicated or dismissed without obtaining an order pursuant to subdivision (e), the prosecuting agency shall record a withdrawal of the notice of pendency of action in the county where the affected real property is located.

(3) The written notice and notice of pendency of action described in paragraphs (1) and (2) shall inform the interested parties that a criminal action has commenced that may result in adjudications against the false or forged instrument or the property affected by the false or forged instrument, and shall notify the interested parties of their right to be heard if a motion is brought under subdivision (e) to void the false or forged instrument. The notice shall state the street address, if available, and the legal description of the affected real property.

(4) Failure of the prosecuting agency to provide written notice or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall not prevent the prosecuting agency from later making a motion under subdivision (e), but the court shall take the failure to provide notice or record a pendency of action as required under paragraphs (1) and (2) as reason to provide any interested parties additional time to respond to the motion. Failure of the prosecuting agency to so notify interested parties under this subdivision or record a pendency of action as required under paragraphs (1) and (2) within 10 calendar days shall create a presumption that a finding as described in paragraph (9) is necessary to protect the property rights of the interested party or parties.

(5) If the instrument sought to be declared void involves real property, "interested parties" include, but are not limited to, all parties who have recorded with the county recorder in the county where the affected property is located any of the following: a deed, lien,

mortgage, deed of trust, security interest, lease, or other instrument declaring an interest in, or requesting notice relating to, the property affected by the false or forged instrument as of the date of the filing of the criminal complaint or indictment.

(6) Any party not required to be noticed under paragraph (1) or (5) who nonetheless notifies the prosecuting agency in writing of the party's desire to be notified if a motion is brought under subdivision (e) to void the false or forged instrument shall be treated as an interested party as defined in paragraph (1) or (5).

(7) The court shall set a hearing for the motion brought by the prosecuting agency under subdivision (e) no earlier than 90 calendar days from the date the motion is made. The prosecuting agency shall provide a copy by certified mail of the written motion and a notice of hearing to all interested parties described in paragraphs (1), (5), or (6), and all other persons who obtain an interest in the property prior to recordation of notice of pendency of action no later than 90 days before the hearing date set by the court. The notice shall state the street address, if available, and the legal description of the affected real property.

(8) At a hearing on a motion brought by the prosecuting agency under subdivision (e), the defendant, prosecuting agency, and interested parties described in paragraphs (1), (5), or (6), shall have a right to be heard and present information to the court. No party shall be denied a right to present information due to a lack of notice by the prosecuting agency or failure to contact the prosecuting agency or the court prior to the hearing.

(9) (A) At a hearing on a motion brought by a prosecuting agency under subdivision (e), if the court determines that the interests of justice or the need to protect the property rights of any person or party so requires, including, but not limited to, a finding that the matter may be more appropriately determined in a civil proceeding, the court may decline to make a determination under subdivision (e).

(B) If, prior to the hearing on the motion, any person or party files a quiet title action that seeks a judicial determination of the validity of the same false or forged instrument that is the subject of the motion, or the status of an interested party as a bona fide purchaser of, or bona fide holder of an encumbrance on, the property affected by the false or forged instrument, the court may consider that as an additional but not dispositive factor in making its determination under subdivision (e); provided, however, that a final judgment previously entered in that quiet title action shall be followed to the extent otherwise required by law.

(g) As used in this section, "prosecuting agency" means a city attorney, a district attorney, the Attorney General, or other state or local agency actively prosecuting a case under this section.

(h) An order made pursuant to subdivision (e) shall be considered a judgment, and subject to appeal in accordance with, paragraph (1) of subdivision (a) of Section 904.1 of the Code of Civil Procedure.

(Amended by Stats. 2014, Ch. 455, Sec. 1. (AB 1698) Effective January 1, 2015.)

Re: JANCO CASE

Homeowners Hurt by Mortgage Scam Seek Role in Ditech Bankruptcy

By Josh Saul; April 22, 2019, 12:51 PM PDT

- **'Vulnerable' homeowners request committee to protect interests**
- **Ditech seeks plan that would release firm from legal liability**

0516615D

REVERSE MORTGAGE SOLUTIONS I Private Company

Homeowners in Chicago cheated by a mortgage fraud scheme are seeking to form a committee to protect their interests in the bankruptcy of Ditech Holding Corp., the company that owns their loans.

The Investor Protection Center at the Northwestern Pritzker School of Law filed a request for the creation of a committee of consumer creditors to represent borrowers who were victims of the scheme. The fraud targeted elderly African-American homeowners and coerced them into reverse mortgages with no benefits that left some in foreclosure, the filing states.

Ditech, the mortgage lender and servicer led by Tom Marano, filed for bankruptcy in February and has proposed a plan to restructure its debt that would release it from liabilities such as lawsuits filed by consumer borrowers. J. Samuel Tenenbaum, a professor of law at Northwestern,

/s/ Richard W. Slack
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh
Richard W. Slack
David F. Hill, IV

Attorneys for Plan Administrator

ditech
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651.293.4800
F 651.293.5818
ditech.com

July 23, 2018

VIA EMAIL CJovellanos@dcba.lacounty.gov

Los Angeles County
Consumer & Business Affairs
Attention: Chelo Jovellanos, Investigator
500 West Temple Street, Room B-96
Los Angeles, CA 90012-2706

Re: LA County File Reference: RE18-04346 (Lisa Janco)
Ditech Financial LLC Account Number: 32757411

Dear Mr. Jovellanos:

We are in receipt of the complaint filed with your office by Ms. Lisa Janco regarding her account. As a courtesy, I am enclosing a copy of our January 30, 2018 response to the complaint Ms. Janco filed via the CFPB portal on December 14, 2017 for your review.

In response to Ms. Janco's concerns regarding her current monthly payment amount, it appears Ms. Janco does not believe she should be making monthly escrow deposits for property taxes. In November 2016 and March 2017, we received payments from the State of California for Ms. Janco's partial homestead exemption due to her disability. Please note that we have not received any further funds from the State of California for her property tax escrow.

Admitting to Stealing Gov Federal & State Funding is a Federal Felony. Admitting to Fraud against a Blind Person = 4 times the Damages civil code

Janco, Lisa
July 23, 2018

Upon further investigation in to Ms. Janco's concerns, we were able to locate an Annual Statement of Postponed Property Taxes letter from the State of California dated May 23, 2018 (enclosed). Please note that this tax postponement letter is not sufficient to remove her property tax escrow so long as the taxing authority is reporting taxes due on Ms. Janco's property. In an effort to assist Ms. Janco, we asked our tax vendor to place a call to the State of California about the postponement of her taxes, and the State of California explained they were unable to give us any information over the phone. In order to release information to us regarding Ms. Janco's property tax postponement, we were told we would need to fax a request for information along with an authorization from executed by Ms. Janco.

On July 18, 2018, we attempted to contact Ms. Janco to obtain an authorization, but Ms. Janco refused to discuss this matter with us and ended the call.

At this time, we are unable to remove the property tax escrow from Ms. Janco's monthly payment amount without her cooperation, or something in writing from the taxing authority that she is no longer responsible for the payment of her property taxes.

We sympathize with Ms. Janco's situation and remain willing to work with and review the account for any available payment assistance programs.

If Ms. Janco should have any further questions or concerns, please have her contact Ditech Customer Service at (800) 643-0202 weekdays Monday through Friday from 7:00 a.m. to 8:00 p.m. CT, or Saturdays from 7:00 a.m. to 1 p.m. CT. Thank you.

Janco, Lisa
July 23, 2018

Sincerely,

Mary Grover

Mary Grover
Paralegal

Enclosures

Cc: Lisa Janco
42103 Capistrano Place
Lancaster, CA 93536

documentation that goes along with this release of a lien an explanation to why they were trying to pay off the account close the account while there being investigated for embezzling the money in the first place and Ms. Janco was trying to use the loan Program. The criminal acts shows the mindset of the Debtor; that Di-Tech were guilty of trying to embezzle the funding back in trying to release the lien never once did they want Ms. Janco using the loan program while under Investigation by LA government there breaking into the California government CPA Account. When ditech did not realize is that Ms. Janco was on several other government programs the federal government program Keep your Home California also had a lien on Ms. Janco's house which if she was not late, they release the lien and forgive the debt so Ms. Janco wasn't late and she has the documentation from the Federal keep your home California program that was mailed to her in May 28, 2018; along with that documentation is the released of lien that was placed on Ms. Janco's house and stamp the cross the front was Big RED letters stating Satisfied. Di-Tech needs to explain why Ms. Janco could get one lien going to Capistrano but never got this lien from the State Controller's Office(CPA) any time you pay off a loan you get a loan payoff you get documentation you get the lien itself but Ditech concealed all that until 2021. Ditech fraudulently had that lien sent to someone else rather than Ms. Janco. That's how deep their white-collar crime was plus were willing to fraud the State of California the comptroller's office and Los Angeles County government the CFPB Ms. Janco has the documentation that proves Di-Tech took all the stolen funding over $110,000 and the money from the sell Ms. Janco's house ran to New York and tried to wash the stolen money into clean money by selling the company's in March 2019 and federal judge to put his wet signature on some of these documentation of the bankruptcy crime.. That's how Ms. Tara Twomey knew what Di-Tech had done in California. Ms. Tara Twomey sent Ms. Janco the documentation of the lien release; Ms. Janco told Ms. Twomey these were Class D Felony's that they broke into the state comptroller's account that Ms. Janco was reporting it to the DOJ and the Atty. Gen. that there's bankruptcy crime but she did not tell the judge she did not tell the US trustee and she's trying to throw out a proof of claim for the stolen funding that they washed and trying to again put a wet signature stating from the federal judge that it's okay to have POC 2585 disallowed. Ms. Janco filed an objection to disallowing that stolen funding and fees and also in writing filed in the court allowing the judge to read it that Ditech has committed bankruptcy fraud and crimes and used his wet signature to do it. Ms. Janco already has asked to lift the stay to file an adversary proceeding to be awarded restitution to get awarded restitution for her (Ms. Janco) the house to stop being homeless and in transient housing to have Ditech fix her credit; keep postponing it and postponing it, postponing it Ms. Janco asked the federal investigators every day that (Di-Tech) leave the Janco's in the situation while she's (Ms. Janco) is trying to go to blind school under the SSI federal ticket to work program with the rehabilitation department the fines are already times 4 by California Laws when you do stuff like this to a blind person . Ms. Janco is asking for extenuating circumstances Ditech is definitely facing federal charges Ms. Janco has nothing to do with that this is a civil lawsuit that they're trying to diminish all of Ms. Janco's rights the Federal laws and State laws and the Disability laws. The Laws in California Ms. Janco told Tara Twomey that the presiding judge in this bankruptcy case must rule by State and Federal law Di-Tech did these crimes in California they must be held accountable to California law the Federal ADA and the

RECORDING REQUESTED BY
STATE CONTROLLER
STATE OF CALIFORNIA

WHEN RECORDED, MAIL TO:
Betty T. Yee, California State Controller
Local Government Programs and Services
Property Tax Postponement
P.O. Box 942850
Sacramento, CA 94250-0001
Telephone: 1-800-952-5661

Document Number:16215947

SPACE ABOVE LINE FOR RECORDER USE

RELEASE OF LIEN FOR POSTPONED PROPERTY TAXES

(Filed pursuant to Section 16182 of Chapter 5 of Part 1 of Division 4 of Title 2 of the Government Code)

Fee Provided Pursuant to Government Code Section 27361.3

ALL OWNERS OF RECORD
LISA JANCO

OWNER-CLAIMANT'S NAME	County ID	Parcel Number
JANCO, LISA	19	3204-046-001
PROPERTY ADDRESS 42103 CAPISTRANO PLACE		
PROPERTY ADDRESS LANCASTER, CA 93536		

I, Betty T. Yee, California State Controller, do hereby release and certify that I have released the real property situated in the State of California in the county hereinafter referred to from any lien imposed thereon pursuant to the provisions of Chapter 5, Part 1, Division 4, Title 2 of the Government Code, by filing and recording of that certain "Notice of Lien for Postponed Property Taxes," recorded in the official records of:

County: Los Angeles

Recorded On	Instrument/File No	Volume/Reel	Page/Image
7/13/2004	04 1780678		

Dated: 01/15/19

Sacramento, California

Betty T. Yee, STATE CONTROLLER
BY (AUTHORIZED DELEGATE OF THE CONTROLLER)

Mallory Marsh

Mallory Marsh, Staff Services Manager I

This page is part of your document - DO NOT DISCARD

20190087820

Pages: 0002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

01/30/19 AT 08:40AM

FEES:	8.00
TAXES:	0.00
OTHER:	0.00
PAID:	8.00

LEADSHEET

201901302880003

00016215947

009601657

SEQ:
01

DAR - Mail (Intake)

THIS FORM IS NOT TO BE DUPLICATED

E649478

[External Sender] Your Ditech Claim

External

Inbox

ditech settlement <ttwomey@ditech-settlement.com> **Aug 17, 2021, 6:04 PM**

to me

Dear Ms. Janco,

I am in receipt of your email regarding your claim. I understand that you originally filed claim #2585 in the amount of $100,000. In that claim, you asserted that your claim had administrative status. You subsequently filed claim #2916, which amends and replaces #2585. Claim #2916 asserts an unsecured claim in the amount of $659,950.

To the extent that you have a valid legal claim against Ditech (which we are still reviewing), my position is that such a claim would be an unsecured consumer creditor claim, and not an administrative or priority claim.

As to the pro rata distribution--if the total amount of allowed claims exceeds the total amount of funds available to distribute, then the funds are distributed on a "pro rata basis". For example, if there were $2 million in total allowed claims and we had $1 million to distribute, then each claim would pay out 50¢ per dollar. To further the example, in the situation above, if the claimant had an allowed claim for $50, he or she would actually receive only $25. Pro rata distributions to unsecured creditors are common in the bankruptcy situation.

In this claims process, you are the claimant, not the State of California. Therefore, to the extent that you have a valid claim, any distribution would be paid directly to you.

Civil Code 2945.4 foreclosure fraud is also a wobbler that can be charged by the prosecutor as a misdemeanor or felony. The penalties for a conviction are also the same as grand theft penalties listed above.

Defendants may also face fines and additional penalties. These details vary case-by-case. Several other criminal and civil statutes may apply to a mortgage fraud case.

A MORTGAGE FRAUD CHARGE

"With the intent to defraud" is a key phrase in all mortgage fraud cases. The state's ability to prove the intentionality of the alleged actions could determine the outcome of a case.

mortgage fraud charge in California may include:

- Ms. Janco was misled that di-Tech was working with the fraud investigator of LA County see letter in exhibit; Ditech misled the State Controller's office Betty Yee of California with fraudulent papers forged ; Ditech misled Los Angeles Consumer and Business Affairs fraud investigator in a manner that DI-Tech owes for criminal liability;
- DI-TECH LLC had every intent to defraud—instead of correcting their offenses that were alleged by Ms. Janco to the CFPB, and the LA Consumer and business affairs, did not make an honest error. Di-Tech while under LA County Government for Mortgage Fraud, Actual Fraud, Fiduciary Fraud, Embezzlement of Government Funding, Larceny, Grand Theft. MS Janco can prove that Di-Tech breaking into the Official State Controller's with fraudulent intent and forged Documents to release the Lien and pay off Ms. Janco's private government state comptroller's office loan account while Ms. Janco was trying to use the loan program was a Class D federal Felony and intentional; filing and forging fraudulent documents to the state of California comptroller's office to commit fraud on the state comptroller's office of California Betty Yee (CPA)
- alleged victim was defrauded or deceived; along with the consumer and business affairs the fraud investigator Chelo Di-Tech acted like they were still investigating correcting and working with Chelo on finding the government funding ,finding the CSE insurance money that they had kept since 2015 itemized list of both where they were what the interest on both of those accounts whether they put MNS suspense account California law you must pay interest on any account ;the 2017 Escrow analysis. The most fraudulent felony was on the State Controller's Office of California SLO 100 167. Di-Tech actually broke in to Ms. Janco's State of California government loan account and pay the account all the way back to 2004 that Ms. Janco is making payments on and also trying to use the loan program that she signed an application for and was approved for . Dieterich had all of the documentation forged and fraudulent along with the lien release that was recorded in Los Angeles County sent to themselves Ditech was in possession of Ms. Janco's lien release on Ms. Janco's private loan account that they filed with Los Angeles County and had the information not sent to the investigator of LA County because all of Ms. Janco's correspondence including Restatements and the last checks were being sent to the fraud investigator. Ditech had this fraudulent documentation and recording statement sent to (Di-Tech) themselves they did not sell the house on Capistrano Ms. Janco sold the house on Capistrano that lien release should of went to Ms. Janco's mailbox or to the LA investigator. Which Di-Tech needs to provide who signed for it forged it where's the

In the context of PC 487, a mortgage fraud allegation is typically related to a theft by false pretenses when they defraud someone related to real estate property by use of false representations or promises.

Put simply, mortgage fraud can occur under Penal Code 487 when someone makes false statements or promises to either a buyer or seller with intent to mislead them, such as lying about ownership or concealing items.

Filing forged documents under California Penal Code 115 PC covers forgery, theft, and falsification of documents.

PC 115 filing forged documents is a common type of charge related to mortgage fraud in California.

In the context of mortgage fraud, PC 115 makes it a crime to file a forged deed with the county recorder to deceive the government regarding ownership of real estate property.

This statute also applies to forging mortgage loan contracts, real estate sale contracts, disclosure forms related to defects with the property, among other related documents.

Foreclosure fraud under Civil Code 2945.4 cover covers alleged crimes during the foreclosure process, which skyrocketed during the 2008 great recession when homeowners were facing possible loss of their home.

Predatory lending schemes in California is the illegal practice by a bank and other lenders that take advantage of people who are seeking a mortgage loan or have a mortgage loan.

Other forms of mortgage fraud and real estate fraud in California includes illegal property Ponzi schemes.

POSSIBLE CRIMINAL PENALTIES FOR A MORTGAGE FRAUD CONVICTION

Criminal penalties for mortgage fraud generally fall under the umbrella of grand theft. It is up to the prosecutor's discretion whether to charge a defendant with a misdemeanor or felony.

For a misdemeanor conviction related to mortgage fraud, a defendant may face:

- up to one year in jail,
- a fine up to $1,000.

For a felony conviction, they may face:

- up to three years in California state prison,
- a fine up to $10,000.

Penal Code 115 PC filing forged documents is always a felony crime carrying a sentence of up to 14 years in jail and a fine of up to $10,000.

Civil Code 890 rent skimming is normally charged when are multiple acts of skimming. If there was just a single act, criminal charges will be not filed and the violator will face a civil penalty. The criminal penalties are the same as PC 487 grand theft listed above.

California Penal Code 532f describes the crime of mortgage fraud, which is also commonly called real estate fraud.

This statute applies to anyone involved in a mortgage transaction, including the lender, borrower, along with others who participate in the process.

PC 532f applies to anyone in a fraudulent mortgage transaction, also known as real estate fraud.

PC 532f covers not only residential mortgage loan transactions, but also commercial and other forms of credit.

Put simply, mortgage fraud occurs when somebody commits a fraudulent act directly related to the purchase, sale, rental or financing of real estate property.

These laws cover a wide array of conduct involving housing, rental agreements, mortgages, and foreclosures. They provide penalties for anyone who deliberately provide false representation connected to any part of a real estate transaction.

Anyone convicted of mortgage fraud will face harsh penalties, including jail time, fines, and restitution.

A conviction will normally require defendants to pay restitution to the victim. Some common examples of real estate and mortgage fraud include:

- foreclosure fraud,
- filing forged documents,
- predatory lending schemes,

DEFINITION OF PC 532F PC MORTGAGE FRAUD

California Penal Code § 532f PC states that you can be charged with mortgage fraud if, "with the intent to defraud," you:

- deliberately make any inaccurate or misleading statements during the mortgage lending process;
- intentionally omit relevant information during the mortgage lending process that it be relied on by mortgagee
- receive funds as a result of information you knew to be false;
- file documents containing the information you know to be false during the mortgage lending process.

Other actions, omissions, and statements may result in a criminal charge of mortgage fraud. As noted, this charge is also frequently called real estate fraud. Until proven guilty, these charges are all alleged.

California offenses that become relevant to a mortgage fraud case include:

Grand theft under California Penal Code 487 is a general statute used by prosecutors for mortgage fraud and real estate fraud cases.

Exhibit 1

To The Department of Justice, FBI Los Angeles, US Trustee, Attorney General of California, Major White Collar Crimes Unit.

I (Lisa Janco) have open complaint investigations in your agencies that are ongoing:

The Dept of Justice Civil Rights and Disability rights Division opened a case to look into all the evidence and admissions Di-Tech gave to State and Federal Investigators. Department Of Justice Complaint # 32121-RDG.

I am asking the varies departments for an audit and investigation into a major Chapter 11 Bankruptcy case;

Di-Tech LLC, Greentree LLC, RMS, #19-10412,

GSC Group, INC. Claims Processing Center c/o

Epiq Bankruptcy Solutions, LLC

FDR Station P. O. Box 5082

New York, NY 10150-5082

All documents have been filed into

THE UNITED STATES SOUTHERN DISTRICT OF NEW YORK BANKRUPTCY COURT

bankruptcy case #19-10412

Janco vs. Di-Tech Holding Corporation LLC

Adversary proceeding number# 20- 01051 Ruling Dismissed for Proof of Claim Route on March 25th, 2021 at Pre-Trial Hearing

PROOF OF C LAIM number# 2585 -$110,000.00 Timely Filed as an Administrative Proof of Claims for the Fraudulent fees and charges Di-Tech Stated Ms. Janco owed the Company while under Investigation in Los Angeles, California by the Consumer and Business Affairs Fraud Investigator Chelo Jovellanos. The Investigation in Los Angeles County was for Mortgage Fraud, Fiduciary fraud, actual fraud, and embezzlement of the State of California Property Tax Postponement Funding/Public Funding.

The Administrative Claim has an itemized list of the fees filed in the evidence of Adversary proceeding # 20-01051 the fees itemized and charged Ms. Janco in the Fraudulent Foreclosure 6 Months after filing for Bankruptcy while still under investigation by the Los Angeles government agency in California are filed properly in the Southern District of New York bankruptcy court under documentation s as evidence. The fraudulent foreclosure instrument tied to Ms. Janco's house that was fraudulently willingly and purposely recorded in Los Angeles California while Ditech was under investigation for Mortgage Fraud & EMBEZZLEMENT of State of California & Public Funding from the State of California Property Tax Postponement Program for the Blind, Elderly and Disabled

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the

California you like that Ms. Janco how does that feel? And remember when we told you on the phone that we can take your house Ms. Janco and you won't even get your day in court the house that feel?)

MS. Janco Is asking for the Maximum Punishment allowed on Di-Tech and all their Affiliates for the Hate Crime and Punishment Di-Tech has inflicted on my (Lisa Janco) Family for the Last 7 Years.

After Ditech filed under penalty of perjury the declaration of mortgage servicer pursuant to Civil Code 2923.5 by Ditech Financial LLC a.k.a. Green Tree Servicing LLC by Cameron Griffin document execution representative I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose including the borrower's loan status and loan information dated 04 – 23 – 18.

When any person or entity files a fraudulent forged document that they know to be not true under penalty of perjury in a county and not document or instrument is tied to a financial means over $100,000.00 it is considered a federal felony cCass D punishable by 14 years in federal prison for each instrument that is filed within the county Los Angeles County and becomes null and void.

FBI's Los Angeles, California Field Office

11000 Wilshire Boulevard (310) 477-6565
Suite 1700
Los Angeles, CA 90024
(310) 477-6565

Money Laundering Definition:

"Money laundering is the process by which criminals conceal or disguise their proceeds and make them appear to have come from legitimate sources. Stolen Money into legal transactions. Money laundering allows criminals to hide and accumulate wealth, avoid prosecution, evade taxes, increase profits through reinvestment, and fund further criminal activity.

While many definitions for money laundering exist, it can be defined very simply as turning "dirty" money into "clean" money. And it's a significant crime—money laundering can undermine the integrity and stability of financial institutions and systems.

Money laundering is usually associated with crimes that provide a financial gain, and criminals who engage in money laundering derive their proceeds in many ways. Some of their crimes include: Complex financial crimes"

(H) proceedings to determine, avoid, or recover fraudulent conveyances; *see Duck v. Munn (In re Mankin)*, 823 F.2d 1296 (9th Cir. 1987). *But see Granfinanciera, supra*;

§ 1956. Laundering of monetary instruments

(a)(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity--

(A)(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States--

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part--

(i) to conceal or disguise the nature, the location, the source, the ownership or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than $500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer whichever is greater, or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent

statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent--

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term "represented" means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) PENALTIES. –

(1) IN GENERAL. --Whoever conducts or attempts to conduct a transaction described in subsection (a)(1), or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater of--

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) $10,000.

(2) JURISDICTION OVER FOREIGN PERSONS.--For purposes of adjudicating an action filed or enforcing a penalty ordered under this section, the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and--

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States;

Property Tax Postponement Program is a Class D Federal Felony in California punishable by 14 years in federal prison for each instrument that is purposely willingly and knowingly false and filed with the recorder's office in Los Angeles County each instrument is considered separate Class D felony and makes those instruments null and void.

STATE CONTROLLER Betty T. Yee

PROPERTY TAX POSTPONEMENT Program payment – SCO ACCOUNT number #1001167

Joseph Kelly Treas. and Tax Collector

Homepage TTC.LA County.gov

PROPERTY TAX Portal

LA County property Tax.com

Kenneth on all of administration 225 N. Hill St., room 115 Los Angeles, California, 90012 telephone number (213) 974 – 2111

see attached letter

Important announcement

Dated September 24, 2015

Brief description: we are sending this announcement to you because our records show that either you have acquired about assistance with paying your property taxes, or you were a participant in the former Property Tax Postponement (PTP) Program

on February 20, 2009. The stated California suspended the former program due to budget cuts, and on September 28, 2014, Gov. Brown signed assembly Bill 2231 for the new PTP program. This program will allow qualified senior citizens, or blind, or disabled persons with an annual household income of 35,000 or less, and 40% Equity in their homes, to apply to defer payment of current year taxes and future taxes on the principal residence. You do not have to take any action at this time. The State Controller's office will begin accepting applications on September 1, 2016. The enclosed document shows the difference between the new and the former program from the government. The most significant change in the new PTP program is that beginning with 2016 – 17 fiscal year taxes if you have defaulted on taxes from previous years, this program will not cover those taxes. One difference in the new program qualifying senior citizens, or Blind, or disabled persons this is an account number that is supplied by the state of California Controller's office where the participant makes their payments to pay the loan for the property taxes and 7% interest on the funding from the government, must have more equity in their homes reside in their homes not have reverse mortgages on their homes and must be current on mortgage payments. We will notify you through the mail on the new government qualifications and applications for this program.

Ms. Janco applied for this program the stated California property tax postponement loan program as she did in previous years and made payments in her private government State

of California Controller Office loan payments account through Betty Yee, SCO # 001167, this loan bank account State of California was established in the year 2004 which Ms. Janco made payments with interest at 7 %. When the government decided that they didn't have enough funding for this program the federal government put it on hold for a little while in 2009. This program was so vital in helping Elderly, Blind, and disabled citizens that are on a fixed income or below poverty limit to help them remain in their homes until they die or sell the house. As of the date of this letter the Federal and State brought this program back on September 28, 2014, signed by Gov. Brown assembly Bill 2231. Gov. Brown signed the bill making it law in the state of California that all seniors, blind, and disabled citizens of California had the right to apply for this program and use this program if qualified.

Green Tree LLC, somehow the mortgage on 42103 Capistrano Pl. LANCASTER CA 93536 that was bought in 1995 was reassigned to Greentree LLC in the year 2013 to service the loan payments of principal and interest on a conventional loan. The service mortgaging company Greentree LLC was frauding their clients in various ways and due to the extent an large volume and after the meltdown of 2008 the CFPB and FTC launched a federal lawsuit to make them stop the fraudulent and illegal practices the judge presiding on that case was so mad and outraged on what they were doing to their clients that he afforded every client a civil penalty to make assured that they would clean up their act $63 million See Attached check; Ms. Janco received this check in September 2016; Ms. Janco received the attached government letter one year before and September 24, 2015 the application process to this government program started in Ms. Janco applied by application and her disability qualification and was approved with more than enough qualifications and equity in her house. The purpose of using this government program to pay property taxes at a 7% interest on the loan would provide you with lower mortgage payments due to your property taxes already been paid by the State of California. After Greentree got in so much trouble they changed their name to di-Tech LLC and assumed the job of servicing mortgage payments principal and interest the laws in California clearly state that mortgage lenders cannot force impounds unless the homeowner is two consecutive years behind in their property taxes. Throughout the years Ms. Janco had paid her own property taxes and fire Hazard Insurance with no problem then decided to have set up the impound savings account but then when the program came along in the stated California was going and willing and approved to pay her property taxes Ms. Janco decided it would be a great idea to help her and her family while she goes to school for the blind under the stated California rehabilitation program sponsored by the federal program SSI Ticket to work which is covered under the rehabilitation act of 1966. Di-Tech LLC in November 2016 had paid Ms. Janco's Property Taxes out of her impound savings account because they always pay one month early and the property taxes are due December 15 so Ms. Janco had already paid her property taxes out of her savings account. The stated California sent on approval letter to Ms. Janco and I Tech LLC and the funding was dispersed somewhere in between December 30 of 2016 and March 2017. As with any loan program the minute the loan is disbursed the 7% interest starts accruing on the recipient or participant as common law if somebody receives a check they have 7 to 10 business days to reach it to the rightful owner.

Case Information (DOJ) (FBI)

On February 11, 2019, Ditech Holding Corporation announced that it has entered into a Restructuring Support Agreement (the "RSA") with certain lenders holding more than 75% of Ditech Holding's term loans. The RSA provides for a restructuring of the Company's debt while the Company continues to evaluate strategic alternatives. Under the RSA, the Company will pursue a recapitalization that deleverages its capital structure by extinguishing over $800 million in corporate debt, and a liquidity enhancing transaction that includes an appropriately sized working capital facility at emergence. As contemplated by the RSA, the Company simultaneously continues to consider a broad range of options, including but not limited to potential transactions such as a sale of the Company and/or a sale of all or a portion of the Company's assets, as well as potential changes to the Company's business model.

To facilitate this financial restructuring, Ditech Holding Corporation and certain of its subsidiaries (together the "Company"), including Ditech Financial LLC and Reverse Mortgage Solutions, Inc., have filed voluntary petitions for reorganization under Chapter 11 of the U.S. Bankruptcy Code.

The Company and its employees remain focused on providing homeowners with the right home financing solutions and the same high-quality service they have come to expect from us.

The Company's case has been assigned to Judge James L. Garrity, Jr and Case No. 19-10412. The Docket can be accessed in the Dockets tab above or through the website maintained by the United States Bankruptcy Court for the Southern District of New York (www.nysb.uscourts.gov).

Additional information, including press releases and frequently asked questions, is available on the restructuring page of our website, (http://www.ditechholding.com).

therein pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334; and consideration of the Motion and the requested relief being core proceedings pursuant to 28 U.S.C. § 157(b); and it appearing that venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the Plaintiff's response to the Motion [Dkt. No. 10]; and the Court having held a hearing on the Motion on March 25, 2021 (the "**Hearing**") during which the Court heard oral argument by the parties; and upon the record of the Hearing, which is incorporated herein by reference; and for the reasons stated by the Court in its bench ruling on the Motion at the March 25, 2021 hearing; now, therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.

2. The Adversary Proceeding is dismissed in its entirety with prejudice.

3. Nothing in this Order prevents Ms. Janco from pursing claims in the proof claim process established by this Court or any objections thereto.

Dated: April 6, 2021
New York, New York

/s/ James L. Garrity, Jr.

THE HONORABLE JAMES L. GARRITY, JR.
UNITED STATES BANKRUPTCY JUDGE

Name & Position	Experience and Affiliations
Samuel T. Ramsey *Director*	From 2011 to 2014, Mr. Ramsey served as the Chief Risk Officer for Chase, the consumer and small business organization within J.P. Morgan Chase & Co. From 2007 to 2010, Mr. Ramsey served as the Chief Risk Officer for Ally Financial Inc., previously known as GMAC Inc., an automotive financing, corporate and home loan company. In this role, he was responsible for leading the Risk, Treasury, Compliance, Debt & Equity Issuance, Audit, Loan Review, and Strategic Analytics organizations. Prior thereto, Mr. Ramsey had a 25-year career at Bank of America Corporation where he held a number of senior positions, including Chief Financial Officer of its Global Corporate and Investment bank and Fulfillment and Market Risk Executive of its Mortgage operation. In the latter position, he was responsible for national loan processing centers mortgage and home equity products, GSE relationships, secondary marketing and mortgage servicing rights risk management. Mr. Ramsey holds a bachelor's degree in economics from the College of William and Mary.
John R. Brecker *Director*	Since 2013, Mr. Brecker has served as the Chief Executive Officer of Drivetrain Advisors, LLC, where he founded a multi-disciplinary fiduciary services business serving the distressed investing industry with an investor's perspective. From 1998 to 2012, Mr. Brecker served as Principal and Co-founder of Longacre Fund Management, LLC specializing in distressed debt and credit investing. Prior to Mr. Brecker's involvement with Longacre Fund Management, LLC, he spent approximately seven years in various positions as a trader, including serving as Vice President of Bear, Sterns & Company, Inc.'s High Yield Department, and as an attorney with Angel & Frankel and Pryor Cashman, et al. Mr. Brecker is a director of US Wells Services, Inc. (since 2016), Colt Manufacturing Company (since 2015), Nelson Education Ltd. (since 2015), ACA Financial Guaranty Corp. (since 2015), PMI Group, Inc. (since 2013), Refrigerator Holdings, Inc. (since 2013) and Catalyst Paper Company, Inc. (since 2012). Mr. Brecker holds a bachelor's degree in political science from American University and a Juris Doctor degree from St. John's University School of Law.

PLEASE TAKE FURTHER NOTICE that the Order, the Prepackaged Plan, and all of the documents incorporated therein, can be viewed for free at the website for the Debtor's claims and noticing agent, Prime Clerk LLC ("**Prime Clerk**"): https://cases.primeclerk.com/walter/. Additionally, copies of the documents are available upon request by contacting Prime Clerk at 866-430-6844 (United States) or +1-646-795-6176 (International) or via e-mail at walterinfo@primeclerk.com, or by accessing the Bankruptcy Court's website: www.nysb.uscourts.gov. A PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at http://www.pacer.psc.uscourts.gov. The Order, the Prepackaged Plan, and all of the documents incorporated therein are also available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, Alexander Hamilton U.S. Customs House, United States

§ 2-702's

Section 521 requires disclosure of all assets. Under 18 U.S.C. § 152, concealing an asset or making a false oath in a bankruptcy case is a felony.

Section 521 requires disclosure of all assets, no matter what the debtor's opinion of value. Moreover, the statute of frauds is an affirmative defense; it does not render the agreement invalid. Therefore, the debtor's failure to disclose the agreement was a crime. *U.S. v. Kurlemann*, 708 F.3d 722 (6th Cir. 2013).

Nondisclosure of an unenforceable option may violate 18 U.S.C. § 152. The debtor was a defendant in state court litigation. Because he needed cash, he sold a vacant lot to a friend for its full market value of $220,000, with an oral agreement that the friend would sell it back to the debtor in a year. The debtor lost the state court litigation and filed a chapter 7 case. The debtor did not disclose the oral repurchase agreement in his statement of affairs or at the 341 meeting. Shortly after the 341 meeting, the debtor caused an affiliate to purchase the lot from the friend for $235,000. Section 521 requires disclosure of all assets. Under 18 U.S.C. § 152, concealing an asset or making a false oath in a bankruptcy case is a felony. The oral repurchase agreement was unenforceable under the statute of frauds, so the asset may have been worthless. But section 521 requires disclosure of all assets, no matter what the debtor's opinion of value. Moreover, the statute of frauds is an affirmative defense; it does not render the agreement invalid. Therefore, the debtor's failure to disclose the agreement was a crime. *U.S. v. Kurlemann*, 708 F.3d 722 (6th Cir. 2013).

Name & Position	Experience and Affiliations
Seth Bartlett *Director*	Mr. Bartlett is Senior Vice President at Publicis.Sapient, Global Head of Risk overseeing brands that make up over $2 billion in Publicis.Sapient's revenue. From 1995 until 2017, Mr. Bartlett served in numerous senior leadership positions in Sapient Corporation, including Global Brand Chief Operating Officer, Head of Procurement, Chief Operating Officer in North America and Europe, Head of Operations in North America, Vice President of Client Services, and Director of Program Management. During Mr. Bartlett's time as Global Chief Operating Officer at SapientNitro from 2009-2014, the company grew to over $1 billion in revenue. Mr. Bartlett holds a bachelor's degree from Franklin & Marshall College. Mr. Bartlett has over 20 years of experience holding numerous profit and loss management and operational leadership positions in nearly all company functions, navigating businesses through strategic growth and working directly with many clients. Mr. Bartlett also has particular expertise negotiating large complex multi-party deals, often as lead negotiator.
Thomas Marano *Director*	From 2014 until 2017, Mr. Marano served as Chief Executive Officer of Intrawest Resorts Holdings, Inc. strategically leading the company to grow until its acquisition in 2017. Prior to Intrawest Resorts, Mr. Marano was the Managing Member of OldePike Associates LLC, a mortgage consulting business from 2013 to 2014. From 2009 until 2013, Mr. Marano served in numerous capacities for GMAC, Inc./Ally Financial, Inc., focusing on mortgage lending. His involvement in GMAC, Inc./Ally Financial, Inc. includes serving as Chief Executive Officer of Mortgage Operations, Chief Capital Markets Officer, and Chief Executive Officer and Chairman of GMAC ResCap, Inc. From 2008 until 2009, Mr. Marano served as a Managing Director at Cerberus Capital Management, LLC where he consolidated commercial and residential mortgage trading operations and helped establish a mortgage fund. Until 2008, Mr. Marano worked at Bear Stearns & Co. Inc. for 25 years as a trader and as the U.S. and Global Head of Mortgage-Backed and Asset-Backed Securities. Mr. Marano holds a bachelor's degree from Columbia College. Mr. Marano has over 30 years of experience in mortgage banking and securities. With his knowledge of the mortgage industry and his extensive experience serving in senior leadership positions, he is able to contribute valuable insights to the Board of Directors.
Thomas Miglis *Director*	Mr. Miglis served as the Chief Information Officer of Citadel, LLC, an alternative asset manager and market maker in securities from 2001 to 2014 and again from January 2016 to September 2016. From 1999 to 2001, Mr. Miglis was the Founder and Chief Executive Officer of a consulting business, Avito LLC and a technology company MetaLogic Solutions, Inc. From 1998 to 1999, Mr. Miglis served as the Global Applications Development Head for Bankers Trust Company, managing over a thousand professionals globally. From 1982 to 1998, Mr. Miglis served in numerous senior positions at Salomon Brothers Inc. including, Chief Information Officer, Mortgage Trader, and Head of Mortgage Accounting. Prior to his experience at Salomon Brothers Inc., Mr. Miglis was an auditor and a certified public accountant at Coopers & Lybrand from 1978 to 1982. Mr. Miglis holds a bachelor's degree in Accounting from Baruch College. Mr. Miglis has extensive experience leading major financial organizations in the design, development and deployment of innovative technological solutions. He also has significant experience in the design of mortgage loan origination systems; mortgage securitization and administration of mortgage securities.

Name & Position	Experience and Affiliations
Daniel Beltzman *Director*	Mr. Beltzman has served as a director since December 2015, and previously served as Chairman of the Board from February 2016 through June 2016. He has served as a member of the Compensation and Human Resources Committee since 2015, a member of the Compliance Committee since March 2016, a member of the Nominating and Corporate Governance Committee since 2015, and as a member of the Finance Committee since March 2016. Mr. Beltzman co-founded Birch Run Capital Advisors, LP, an investment advisor headquartered in New York and has served as its Manager and General Partner since 2006. Birch Run focuses on value-based opportunities in public or private equity or debt securities and looks to stand behind management teams and boards in their efforts to build successful and sustainable businesses. Prior to managing investments, Mr. Beltzman was an analyst at Deutsche Bank Securities, Inc. and an associate at Bank of America Securities, LLC focusing on equity research and mergers and acquisitions. Thereafter, he founded Build Europe Technologies, an entrepreneurial venture that provided services to help European homebuilders more efficiently manage their supply chains. Before founding Birch Run, Mr. Beltzman worked with a boutique investment firm specializing in joint venture equity and mezzanine debt for real estate ventures. Mr. Beltzman has served as a director on the board of Regis Corporation, a hair salon chain, since August 2012. Mr. Beltzman holds a B.B.A and M.Acc. from the University of Michigan.
Neal Goldman *Director*	Mr. Goldman is currently the Managing Member of SAGE Capital Investments, LLC, a consulting firm specializing in independent board of director services, turnaround consulting, strategic planning, and special situation investments. Mr. Goldman was a Managing Director at Och Ziff Capital Management, L.P. from 2014 to 2016 and a Founding Partner of Brigade Capital Management, LLC from 2007 to 2012, which he helped build to over $12 billion in assets under management. Prior to this, Mr. Goldman was a Portfolio Manager at Mackay Shields, LLC and also held various positions at Salomon Brothers Inc., both as a mergers and acquisitions banker and as an investor in the high yield trading group. Throughout his career, Mr. Goldman has held numerous board representations including roles as an independent member of the boards of directors of Lightsquared, Inc., Pimco Income Strategy Fund I & II, and Catalyst Paper Corporation as well as a member of the boards of directors of Jacuzzi Brands and NII Holdings, Inc. Since October 2016, Mr. Goldman has served on the board of directors of Midstates Petroleum Company, Inc., an independent exploration and production company. Mr. Goldman received a B.A. from the University of Michigan and a M.B.A. from the University of Illinois.
David Ascher *Director*	Since 2009, Mr. Ascher has been the Managing Partner and Founder of Transom Consulting Group, a management consulting firm that provides services to banks, lenders, insurance companies, payment providers and principal investors. Since 2016, Mr. Ascher has been the Managing Partner of Transom M&A Services, providing M&A advisory services to leaders in financial services. From 2007 until 2009. Mr. Ascher co-founded and acted as Managing Director for Transom Capital Group, a middle market private equity firm. Prior to his involvement with Transom Capital Group, Mr. Ascher was a senior consultant for McKinsey & Company from 2000 to 2002 and 2005 to 2007, providing strategic and operational services to top management at Fortune 500 companies. Mr. Ascher holds a bachelor's degree from Princeton University and a Juris Doctor degree from Harvard Law School. Mr. Ascher has almost 20 years of experience working as an advisor in strategic transformation, operational enhancement and execution of marketing, sales and distribution growth initiatives. Mr. Ascher's extensive experience is beneficial in guiding the Company's strategic direction.

PLEASE TAKE FURTHER NOTICE that pursuant to section 1141 and other applicable provisions of title 11 of the United States Code (the "**Bankruptcy Code**"), the provisions of the Prepackaged Plan (including the exhibits thereto and all documents and agreements executed pursuant thereto or in connection therewith), and the Order **are binding** on the Debtor, the Reorganized Debtor, all holders of Claims or Interests of the Debtor (irrespective of whether such Claims or Interests are impaired under the Prepackaged Plan or whether the holders of such Claims or Interests accepted or rejected the Prepackaged Plan), any other person giving, acquiring, or receiving property under the Prepackaged Plan, any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtor, any other party in interest in the Chapter 11 Case and the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

PLEASE TAKE FURTHER NOTICE that, as of the Effective Date, the directors of the board of Walter Investment Management Corp. (the "**Debtor**" or "**WIMC**") serving immediately prior to the Effective Date ceased to be directors of WIMC and, except as identified below, shall have no continuing obligations to the Reorganized Debtor.

PLEASE TAKE FURTHER NOTICE that the individuals listed below will serve as members of the Board of the Reorganized Debtor:[3]

Name & Position	Experience and Affiliations
George M. Awad *Director*	Mr. Awad has served as a director of the Company and Chairman of the Board since June 2016. He served as Interim Chief Executive Officer and President of the Company from June 2016 through September 2016. Mr. Awad is the founder and principal of Gibraltar Capital Corporation, a wealth management and advisory firm providing investment and business advice to wealthy, internationally-based families. Mr. Awad has extensive operating experience in running large, global businesses across the full suite of consumer financial services products, including senior leadership roles with GE Capital (1988-2006) and Citigroup, Inc. (2006-2011), with work experience in over 50 countries. Most recently, Mr. Awad served as CEO, Consumer Finance for Citigroup, with prior positions as CEO, North America Cards and CEO, Global Consumer Group EMEA. At GE Capital, Mr. Awad held the position of Senior Vice President Sales & Marketing for GE Money from 2000 through 2006, and was promoted to GE Officer in 2004. He has served as a director of TransUnion since November 2013, and as a member of its Audit and Compliance Committee since 2013. Mr. Awad received his MBA in Finance from the University of Pittsburgh in Pennsylvania and holds a B.S. in Civil Engineering from the American University of Beirut.

[3] This list has been modified since the version filed on January 11, 2018 (ECF No. 151). Messrs. Brecker and Ramsey replace certain directors that were previously expected to serve on the Board of the Reorganized Debtor.

3 This list has been modified since the version filed on January 11, 2018 (ECF No. 151). Messrs. Brecker andRamsey replace certain directors that were previously expected to serve on the Board of the Reorganized Debtor.

Bankruptcy Court, Southern District of New York, One Bowling Green, New York, New York 10004-1408.

Dated: February 9, 2018
New York, New York

/s/ Sunny Singh

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh, Esq.

Attorneys for Debtor
and Debtor in Possession

Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11

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DITECH HOLDING CORPORATION, et al., : Case No. 19-10412 (JLG) :

Debtors.[4] : (Jointly Administered) : Related Docket No. ----------

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PROPOSED ORDER GRANTING CONSUMER CLAIMS TRUSTEE'S FIFTIETH OMNIBUS OBJECTION TO PROOFS OF CLAIM (DUPLICATE OR AMENDED UNSECURED CONSUMER CREDITOR CLAIMS) The Consumer Claims Trustee by the Consumer Claims Trustee's Fiftieth Omnibus Objection to Proofs of Claim (Duplicate or Amended Unsecured Consumer Creditor Claims) filed on October 18, 2021 (the "Objection"),[5] seeks an entry of an order, under section 502(b) of the title 11 of the United States Code, Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court's order for approving procedures for the filing of omnibus objections to proofs of claim (the "Claim Procedures Order"), disallowing the Duplicate or Amended Unsecured Consumer Creditor Claims on the basis that such claims either duplicate or

The Debtors confirmed the Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and Its Affiliated Debtors (ECF No. 1326) (the "Third Amended Plan"), which created the Wind Down Estates. Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates' principal offices are located at 1100 Virginia Drive, Suite 100, Fort Washington, Pennsylvania 19034.

Dated 09-24-2020

TO: The CFPB

Dear Sir or Madam,

I am elderly and legally Blind I need help from you Di- Tech LLC. has been committing Mortgage Fraud .They were being investigated for the worst Mortgage Fraud that the Los Angeles Consumer and Business Affairs have ever seen in 26 years. All of my Invoices and Mortgage Statements were being sent straight to the Los Angeles Fraud investigator Ms. Chelo Jovellelos. There were 50 other cases on her desk at that time just in Los Angeles alone. In my case I was contacted by The State of California to use a Government Program for the Blind, Elderly and Disabled called the Property Tax Postponement Program that is displayed on the back of every Californians Property Tax Bills. My house on 42103 Capistrano Place, Lancaster Ca. 93536 was 65 percent paid off. The State of California sent Di-Tech the Approval letter stating they were making a payment and how much and when. Di-Tech paid the Property Taxes out of my impound savings account in November 2016 for the tax years 2016-2017. Di-Tech received the Monies back from the State of California in March of 2017 they stole the monies from the State of California Blind fund that was only intended to help out the Blind citizens in California which is a Federal Felony in the State of California. The Law states you must only use the Government funding for the purpose it was intended o which was Property Taxes for the Years 2916- 2017 or send it back to the State of California or send it back to Ms. Janco since she was being charged 7% interest on a yearly basis by the State of California. Ms. Janco asked repeatedly for the monies to be sent back to her and close out her Impound Account because the State of California was paying her taxes for 2016-2019 or until Ms. Janco died sold the house or wanted to stop using the Government Program. When the State of California asked for the monies back and Ms. Janco asked for the monies that she was being charged to use the State funding and Di-Tech refused this becomes a crime of Mis-Appropriation of Government Funding from the State of California, Larceny and embezzlement. Di- Tech refused to give Ms. Janco a receipt of where they spent the Government funding and a receipt where they put the Government funding they refused to run the Escrow Analysis for July of 2017. They were supposed to pay any amount over $50.00 and close the Impound account. In the State of California the Impound laws state that unless the homeowner is behind 2 years on paying the Property Taxes the Mortgage Company cannot force them to have impounds. Di-Tech's Tax Department finally verbally agreed to send the check and close the impounds and allow Ms. Janco the right to use the State of California's program and call them back in the future if Ms. Janco wanted to have Impounds again for her Property Taxes. Ms. Janco took the follow up

conversation letter to her U.S. Bank; had it notarized and faxed back to Nickolas and Di-Tech with a time stamp and Date with a confirmation # that they did receive the follow up letter which makes the document worth legal nobility in a court of law. This is proof of the telephone call; and the conversation she had with Nickolas in the Tax Dept. with his personal Fax# that went straight to his desk along with the Main Fax # . November 1st, 2017 when the check and monies from the State of California plus the monies due to Ms. Janco that was in the impounds that was supposed to be closed out in July with the final Escrow analysis did not come in the mail as promised. Ms. Janco filed a complaint to the CFPB immediately. Di- Tech was notified and had 10 days to respond to the allegations of violating the ADA Laws and putting documents in micro font to fraud Ms. Janco Keeping the Ca. State funding for the Blind and over charging Ms. Janco due to the fact Ms. Janco only by law owed Di-Tech for Principal and Interest which amounts to Approx. $1025.00 according to Di-Tech's paperwork which fraudulently often changed in amounts. What Ms. Janco was unaware of is Di- Tech's Financial troubles they were having due to fraudulent activities on unsuspecting home owners in all States and that many of their Customers were and still are trying to seek Litigation for recourse of the wrongs that they were doing. What Ms. Janco was aware of is that the CFPB and The Fair Trade Commission had Sued Di- Tech in Federal Court and the Judge in that case awarded Civil Penalties. Which Di-Tech promised the Federal Judge to change their ways of doing the illegal acts that they were doing and turn over a new leaf. See Attached Check and Federal Case # and Date that the Civil Penalty Check arrived from the Lawsuit on Greentree AKA Di-Tech AKA RMS Reversed Mortgage solutions. Three months later Di-Tech was funneling Ms. Janco's timely Mortgage Payments somewhere in their pockets, Ms. Janco would receive a statement that clearly stated that Di-Tech received the Mortgage Payment but then on the next statement 2 payments would be showing missing so that Di-Tech could collect late fees and ruin Ms. Janco's credit so she would not be able to refinance with US Bank. What Di-Tech was unaware of is that Ms. Janco was on another program called "Keep Your Home California" Which was a federally backed State of California program to help Californians stay in their homes after the 2008 financial meltdown. Keep your home California was watching Ms. Janco's payments too which she was making on time. If Ms. Janco made her mortgage payments on time for 3 years from May 25 2015 may 25th , 2018 'Keep your Home California would forgive the Debt and mark the Debt as Satisfied and send you back your lien and your Promissory note that you signed. See Attached Letter from The Government Program "Keep Your Home California" that is Stamped in big Red Letters SATISFIED dated May 25, 2018. What is this dated letter vitally important because according to Di-Tech they stated that MS, Janco was severely Late and started the illegal Foreclosure on her house in the CFPB report see attached that stated Di-Tech started the foreclosure process in Approx. April

04,2018. "keep your home California is a reliable source of truth that Di-Tech was committing Fraud actual Fraud and Fraud by a Fiduciary Capacity. Ms. Janco relied on Di-Tech to apply all mortgage payments in good Faith. California has it's own Constitution and California has the strictest Laws on this kind of criminal behavior. In the State of California , if you do business in the State of California you must do business in good faith. Attached is a letter from the Los Angeles District Attorney's Office after careful review of the attorney's looking over Ms. Janco's Paperwork and evidence stated that it does appear that Di-Tech did act in unfair business practices and breech of contract. Ms. Janco has a right to remedies under California laws for such actions especially on a blind citizen of California. Anytime a corporation acts in a manner that would hurt California's economy as a whole the Attorney General is supposed to take action and investigate that is why the FBI of Lancaster said it is considered a white collar crime to commit mortgage Fraud on so many Ca. Citizens. In California if you intentionally hurt with malice a blind woman with intent to fraud her out of her home and her whole life savings. Any crimes against a blind person or dis-abled person in the State of California is considered by California Law to be a hate crime see Civil and Criminal Laws against a blind or Dis-abled person. The FBI is supposed to investigate these hate crimes. The fact that Di-Tech stated in recorded conversations that they could take my house and I would not even get my day in court. I remember replying even criminals get their day in court . The Statements to the CFPB and The Los Angeles Consumer Business affairs investigator's reports had in writing statements that prove intent and Malice see Attached reports. " It seems that Ms. Janco doesn't feel that she should have to pay her Property Taxes and we feel real sorry for her situation but she needs to reach out to Government Agencies for help. What a statement when you embezzled the Property Tax monies from the State of California which is a federal felony in the State of California. It is not enough for you to say well I didn't know I was committing a federal felony it is your duty when asked to find out if you are committing a federal felony. See: Attached laws. In California there is no statue of limitations on convictions for crimes such as Murder or stealing Public funding. Di- Tech was under investigation for the worst Mortgage Fraud clearly Documented in the state of California by the Consumer and Business Affairs that will testify on Ms. Janco's behalf in court. Then while under investigation for the Federal felony and Mortgage fraud told the LA investigator that they were fixing and working with her ran to NEW York and filed for Bankruptcy in Feb 2019. Than after receiving a stay of protection from the Judge asked to still keep on foreclosing on houses. Di- Tech knew that they owed Ms. Janco thousands of dollars and turned the credit into a debit but intentionally came back to Ca. and slapped fraudulent foreclosure paperwork on Ms. Janco in June of 2019 while still under investigation by the CFPB and The Consumer and Business Affairs. Intentional Criminal activities are against the Bankruptcy code according to the Department of

Justice you may not commit Federal Felonies and then run to Bankruptcy Court in another State and then run back to California and commit additional crimes against Ms. Janco who is Blind especially take her whole life savings and her house based on fraud and deception. Di-Tech violated MS Janco's Civil rights to use the State of California's Funding for the Blind for the years and violated the ADA LAWS and confessed in writing to several Government Agencies putting important information in micro-font then blowing up other to Mock Ms. Janco's Disability. Violated THE Disability Discrimination ACT, The UNRUH ACT, embezzled State of California TAX Funding for the blind elderly, and disabled. Di-Tech violated the Respa Laws, Real Estate Act , Fair Trade Act, Fair Credit reporting act. Impound Laws , Housing laws with discrimination, my civil rights were violated from them banning me from a Government Program that I was approved for and stole the monies, They lied on purpose swearing on avadavat's that I owed them money and was behind on my Mortgage under Penalty of Purgeory under the State of California and lied about that they had the right to foreclose when they knew in writing that it was a fraudulent Statement. SEE Attached the Property Tax Postponement Program. ADA Laws which are very strict admitted in writing to putting correspondence in Micro font. ADA law states you must have a way to accommodate any person with a disability before you open for business not after you defraud them out of there house. When you Intentionally and with Malice harm or deceive or fraud a blind person the Federal right to Remedies for violating the Federal ADA ,UNRUH ACT and Civil Rights Laws, the Compensatory and Punitive damages are 4 times the amount for each law you have broken, In Bankruptcy Law the Judge must rule on State and Federal Laws. Bankruptcy laws do not wipe away Federal Crimes and Federal violations of Laws they stand. Ms. Janco Has filed a Complaint with the Department of Justice Civil rights Division and the California Attorney General 's Office to pursue Criminal charges for the acts that Di-Tech did to Ms. Janco and her Family for just waking up to go to the Blind School provided by The State of California and Federal SSI Ticket to work Department of Rehabilitation of California the only thing Ms. Janco wanted to do was use the California tax program for the Blind that she was approved for. Instead Di-Tech with Malice and Intent knew that Ms. Janco was going to school for the Blind under the DOR California Program .Intentionally hurt Ms. Janco and her family made them move stole all the equity from the family home. Di-Tech was told in several letters that if they took Ms. Janco's House with her Blind Equipment provided by the State of California they would be violating the REHABILITATION ACT OF 1966 . How would Ms. Janco continue to go to Blind school under the California DOR if Di-Tech made the Janco family homeless based on a lie and fraud. The reason Ms. Janco had to sell her house one day before auction is so that her Family would not have a foreclosure on her Credit Report for 10 years. Di-Tech put the foreclosure on her record anyway. Di-Tech has put this family through so much

emotional distress and caused irreversible damage to this family and of course knew that by ruining the credit of Ms. Janco would leave her in a homeless situation and her family would not be able to get even into an apartment or even a Mobile home. Ms. Janco had to move into Transient Housing with her family and has been fighting Di-Tech for 6 years to get the State of California's Tax Funding for the Blind that is in Ms. JANCO'S name for a program that Di-Tech stole the funding and still has in there possession to this day. Kept Ms. Janco and her family from using a CA. State Program that was supposed to help out Ms. Janco's family not Di-Tech. If the State of Californian investigates Ms. Janco Plans on testifying in a Federal Court. Di-Tech has said they are not paying the State of California back the State Tax funding with interest that I am and they pay Pro-Rata which means pennies on the dollar for the money they stole. This still is an attempt to abuse Ms. Janco paying a fraction of what they stole so Ms. Janco will be stuck with the bill and interest. Mocking a blind person by blowing up certain documents to 2000 font and the auction and foreclosure notices no Californian should have to go through the emotional abuse of a servicing Company who has constantly been involved with deception and illegal Practices. They violated the California's Laws and they need to be held accountable by California's Laws . Di- Tech feels like the Bankruptcy Laws can strip away all of the federal laws in place for decades. Ditech was moving funds all around and comingling funds that is not allowed in California they had 14,000.00 in MS Janco's Impounds and said they paid out $10,000.00 dollar's when the State of California was paying Ms. Janco's Property Taxes and on the statement Di-Tech had estimated only paying out $4,500.00. Di-Tech had dropped thousands of dollars in Ms. Janco's Impounds Approx. $30,000.00 billed Ms. Janco $43,000.00 and the Invoice went to the LA Fraud investigator. When Ms. Janco sold her house Di-Tech reported $13,000.00 in Ms. Janco's Impounds but kept it when they finally sent the Escrow monies to LA Fraud Investigator the check was for Approx. $700.00. See Attached. Di-Tech was purposely marking me late but they did not realize that Freddie Mac was also keeping tract on my Mortgage payments see enclosed documents that state Satisfied. They also were not aware that I possessed the check from the Federal Lawsuit that your other client was referring to within a couple months Di-Tech was funneling my Mortgage payments. They had kept the monies from Dec 2016 all the way until now while the State of California wants there money plus 7% interest. Embezzling Gov Funding is a Federal Felony especially when the state tells them to give it back I also asked for the monies back They also stole the CSE Insurance money which would not give the amount to the Los Angeles Consumer and Business affairs. Help us fight against elder abuse for financial we cannot afford attorneys. Di-Tech committed Mortgage Fraud all over the states and ran to the Bankruptcy court of New York. Case #19-10412. This is Consumer Fraud at its finest. Di-Tech needs to be held accountable for their illegal actions against the Janco Family.

and therefore denied the discharge under paragraphs (2)(A) and (4)(A) of section 727(a). *Fokkena v. Tripp (In re Tripp)*, 224 B.R. 95 (Bankr. N.D. Iowa 1998).

8.1.Discharge objection deadline clarified. Bankruptcy Rule 4004(a) requires a complaint objecting to discharge to be filed within 60 days after the first scheduled meeting of creditors and requires the discharge to be entered "forthwith if no complaint is filed." Section 727(d)(1) permits a creditor to request revocation of a discharge within one year after the discharge is granted if the "discharge was obtained through the fraud of the debtor, and the requesting party did not know of such fraud until after the granting of such discharge." In this case, the discharge was entered 80 days after the bar date, and the creditor learned of the debtor's fraud after the expiration of the 60-day period but before the discharge was entered. A complaint objecting to discharge within one year after entry of the discharge was timely, even though the creditor knew of the fraud before the entry of the discharge. *Citibank, N.A. v*

Partners are fiduciaries. For purposes of the exception to discharge contained in section 523(a)(4) (defalcation while acting in a fiduciary capacity), a partner is a fiduciary to the other partners. Moreover, defalcation includes innocent as well as intentional or negligent failure to properly account for money held in a fiduciary capacity. *Lewis v. Scott (In re Lewis)*, 97 F.3d 1182 (9th Cir. 1996).

Property Tax Postponement Program is a Class D Federal Felony in California punishable by 14 years in federal prison for each instrument that is purposely willingly and knowingly false and filed with the recorder's office in Los Angeles County each instrument is considered separate Class D felony and makes those instruments null and void.

STATE CONTROLLER Betty T. Yee

PROPERTY TAX POSTPONEMENT Program payment – SCO ACCOUNT number #1001167

Joseph Kelly Treas. and Tax Collector

Homepage TTC.LA County.gov

PROPERTY TAX Portal

LA County property Tax.com

Kenneth on all of administration 225 N. Hill St., room 115 Los Angeles, California, 90012 telephone number (213) 974 – 2111

see attached letter

Important announcement

Dated September 24, 2015

Brief description: we are sending this announcement to you because our records show that either you have acquired about assistance with paying your property taxes, or you were a participant in the former Property Tax Postponement (PTP) Program

on February 20, 2009. The stated California suspended the former program due to budget cuts, and on September 28, 2014, Gov. Brown signed assembly Bill 2231 for the new PTP program. This program will allow qualified senior citizens, or blind, or disabled persons with an annual household income of 35,000 or less, and 40% Equity in their homes, to apply to defer payment of current year taxes and future taxes on the principal residence. You do not have to take any action at this time. The State Controller's office will begin accepting applications on September 1, 2016. The enclosed document shows the difference between the new and the former program from the government. The most significant change in the new PTP program is that beginning with 2016 – 17 fiscal year taxes if you have defaulted on taxes from previous years, this program will not cover those taxes. One difference in the new program qualifying senior citizens, or Blind, or disabled persons this is an account number that is supplied by the state of California Controller's office where the participant makes their payments to pay the loan for the property taxes and 7% interest on the funding from the government, must have more equity in their homes reside in their homes not have reverse mortgages on their homes and must be current on mortgage payments. We will notify you through the mail on the new government qualifications and applications for this program.

Ms. Janco applied for this program the stated California property tax postponement loan program as she did in previous years and made payments in her private government State

CaliforniaCIVIL CODE - CIV

DIVISION 3. OBLIGATIONS [1427 - 3273.16]

(Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.16]
(Part 4 enacted 1872.)

TITLE 14. LIEN [2872 - 3081] ***(Title 14 enacted 1872.)***

CHAPTER 2. Mortgage [2920 - 2967]

(Chapter 2 enacted 1872.)

ARTICLE 2. Mortgage of Real Property [2947 - 2955.5]

***(Article 2 enacted 1872.)*2954.(a) (1) No impound, trust, or other type of account for payment of taxes on the property, insurance premiums, or other purposes relating to the property shall be required as a condition of a real property sale contract or a loan secured by a deed of trust or mortgage on real property containing only a single-family, owner-occupied dwelling, except: (A) where required by a state or federal regulatory authority, (B) where a loan is made, guaranteed, or insured by a state or federal governmental lending or insuring agency, (C) upon a failure of the purchaser or borrower to pay two consecutive tax installments on the property prior to the delinquency date for such payments, (D) where the original principal amount of such a loan is (i) 90 percent or more of the sale price, if the property involved is sold, or is (ii) 90 percent or more of the appraised value of the property securing the loan, (E) whenever the combined principal amount of all loans secured by the real property exceeds 80 percent of the appraised value of the property securing the loans, (F) where a loan is made in compliance with the requirements for higher priced mortgage loans established in Regulation Z, whether or not the loan is a higher priced mortgage loan, or (G) where a loan is refinanced or modified in connection with a lender's homeownership preservation program or a lender's participation in such a program sponsored by a federal, state, or local government authority or a nonprofit organization. Nothing contained in this section shall preclude establishment of such an account on terms mutually agreeable to the parties to the loan, if, prior to the execution of the loan or sale agreement, the seller or lender has furnished to the purchaser or borrower a statement in writing, which may be set forth in the loan application, to the effect that the establishment of such an account shall not be required as a condition to the execution of the loan or sale agreement, and further, stating whether or not interest will be paid on the funds in such an account.

An impound, trust, or other type of account for the payment of taxes, insurance premiums, or other purposes relating to property established in violation of this subdivision is voidable, at the option of the purchaser or borrower, at any time, but shall not otherwise affect the validity of the loan or sale.

(3) COURT AUTHORITY OVER ASSETS. --A court may issue a pretrial restraining order or take any other action necessary to ensure that any bank account or other property held by the defendant in the United States is available to satisfy a judgment under this section.

(4) FEDERAL RECEIVER. --

(A) IN GENERAL. --A court may appoint a Federal Receiver, in accordance with subparagraph (B) of this paragraph, to collect, marshal, and take custody, control, and possession of all assets of the defendant, wherever located, to satisfy a civil judgment under this subsection, a forfeiture judgment under section 981 or 982, or a criminal sentence under section 1957 or subsection (a) of this section, including an order of restitution to any victim of a specified unlawful activity.

back under California law the penalties or times 4 . Ms. Janco is sending this to all attorneys on the list letting them know Ms. Janco will be attending by phone conference like before . Ms. Janco will be attending and she understands that the two proof of claims proof of claim 2585 and proof of claim 2919 are separate contested claims by the trustee. Ms. Janco understands that a hearing on the objections will be held on November 23, 2021 at 11 AM in the United States Bankruptcy Court to be heard on November 23, 2021.

Ms. Janco does have the right to recover these fees that are listed especially attorney fees for a fraudulent foreclosure that was filed on her property with a fraudulent lien instrument tied to her house. Any time you take a loan a government/public funding loan that is in somebody else's name that is being charged interest is always a federal felony from the moment that they ask you for their property back because they're paying 7% interest until the day is paid back. The State Controller's office of California is the official the Chief Fiscal Officer of California. Pulling a fraudulent act filing fraudulent documents to obtain entry to a private Loan account to embezzle the stolen Government funding that was kept and used for personal use never giving the loan funding to the rightful owner to use the funding while you are under investigation for embezzling it. Concealing the fact that you are under government investigation for Embezzling the government funding since 2016 and that your real purpose for accessing this private government loan account (Lisa Janco) was to put embezzled funding back in as if the original rightful owner that was Lisa Janco used the funding and was done. No entity should have been filing for release of the lien on a government program that Lisa Janco was approved for and was using. It is a federal felony in a crime against the state of California chief officer Controller CPA. In doing these actions while under Investigation 11 days before you file for bankruptcy to get out of prosecution, restitution, is a bankruptcy crime. When Ms. Janco called the stated California and talk to the supervisor of the program she stated very clearly that that money and that funding was not Ditech's to manipulate use or have. This witness will be called to testify. The consumer and Business Affairs fraud investigator witness will be called to testify.

State Controller's Office (SCO)
The Controller is the Chief Fiscal Officer of California, the sixth-largest economy in the world. Elected every four years, the Controller is responsible for accountability and disbursement of the state's financial resources. The Controller also safeguards many types of property until claimed by the rightful owners, and has independent auditing authority over government agencies that spend state funds. The Controller helps administer two of the nation's largest public pension funds, and serves on 70 state boards and commissions with authority ranging from state public land management to crime victim compensation.

Di-Tech LLC claims to have paid the State of California Property Tax Program on 01/30/2019 Which would be while they were under Investigation for Embezzlement of the Government Funding of the State of Ca. and the worst Mortgage Fraud ever committed in Los Angeles County by the Fraud Investigator Chelo. This act of being under investigation by a Government Los Angeles Fraud Investigator in in California pretending to be looking into the allegations and present the fraud investigator the government funding where when all the documents that go with that the CSE fire Hazard Insurance funding Ditech had since 2015 that belong to Ms. Janco the 2017 escrow analysis paperwork that the fraud investigator asked for. Being under investigation for Embezzling the government funding PPT program loan money that Ms. Janco was paying 7% interest on to the State of California. To forge fraudulent signatures authorization and release forms that the stated California Controller's office told

di-Tech in the investigative report not only the Ditech tell the investigator that that's with the stated California Controller's office those with the rules but that they contacted Ms. Janco for this authorization Lisa she said absolutely not see Exhibit 2

would prove to be fraud on the stated California controller's office Betty Yee CPA of the California government not only providing forge documents to conceal and hide the fact that they were under investigation for embezzling the money that they could fraud the State of California to embezzled the money back into get the lien off of Ms. Janco's house release and pay that loan all the way back to 2004 and file documentation to get that lien released from Ms. Janco's House that was under contract with the stated California Ms. Janco was trying to use the loan program they stole the money she is trying to get back there being investigated for the embezzlement of the public funding and government funding in the first place for them to conceal and break into Ms. Janco's account with forge documents and then file it in this County of Los Angeles while Ms. Janco is trying to use the loan program is a Class D federal felony exactly filed on January 30, 2019 11 days before filing for bankruptcy without telling the fraud investigator of what crimes it done in the bankruptcy crime it is bankruptcy fraud Ms. Janco told Ms. Twomey when she emailed the release of lien from the State of California saying that it's been paid but didn't get Ms. Janco any other documentation which is needed.

Ms. Janco was to use the State of Ca. PPT Loan Program for 2016- 2019 or when she died or sold the house on Capistrano Place, Lancaster, Ca. 93536. Di-Tech LLC. Claims to have paid the STATE OF CALIFORNIA 11 days before they filed for Bankruptcy in Another State of New York anticipating to come back to CALIFORNIA to illegally Foreclose on Ms. Janco's Blind Equipped House which Proves Malice and Intent to cause harm to the Janco Family before and after the filing of a Bankruptcy case knowing you are going and intending to not allow Ms. Janco and her Family to use the State of Ca. Property TAX POSTPONEMENT Program. back the monies DI-TECH STOLE IE: The July 2016-2017 IMPOUNDS with Mortgage payments and the CSE INSURANCE MONEIES with Interest. Ms. Janco had the right to use the Ca. State funding for the blind as long as she wanted until she herself sold the House on Capistrano or Died and as long as she qualified. Which proves Disability Discrimination and violations of the FEDERAL ADA and THE CA. UNRUH ACT (A Pre -thought out) pre-meditated plan to come back to Ca. after filing for Bankruptcy in 02/11/2019 come back to Ca. in 06/2019 and inflict more harm to the Janco Family by not paying her back the government Loan Funding instead finish the crime of Mortgage Fraud and like (DI-Tech) said in the taped phone conversation "Ms. Janco we can take your **House** and you won't even get your day in court." Instead of allowing Ms. Janco and her family to use a California Government Loan Program for the Blind that she (Ms. Janco) had every right to use; Ms. Janco only needed to pay Principal and Interest. Di-Tech investigates the State of California lien that is on the house on Capistrano Place in Lancaster and with fore thought and Malice paid while under Investigation by the LA County Fraud Dept. of why you are not allowing the Janco Family to use the Ca. Gov. Program. DI-Tech runs to New York and the whole time knew DI-TECH would be coming back in JUNE of 2019 to finish the Illegal Mortgage Fraud on the Janco family. Which is serious crimes in Ca. and on top of that A very big BANKRUPTY FRAUD CASE. DI-Tech in your greed of destroying the Janco Family and hurting a blind woman which is considered a hate crime you just gave the Ca. Attorney General the Class "D" Federal Felony committed 11 Days before filing Bankruptcy in New York. PC115 filing forge documents is always a felony crime in California. Penal code 523(f) Ms. Janco is asking for this federal judge to grant Ms. Janco and her family the relief that is sought.

Lisa Janco Proof of Claim (2585)

Inbox

Lisa Janco <ljanco@avc.edu>

2:34 PM (4 minutes ago)

to ttwomey

Dear Tara Toumey Claims Trustee / Consumer Rep Di- Tech Holding Consumer Creditor Recovery Trust. As you are aware during the Pre Trial Hearing of the Adversary Proceeding Case # AP 20-01051 (JLG) March 25, 2021. JANCO VS. Di-TECH LLC. in The UNITED STATES BANKRUPTCY COURT at the hearing ; The Honorable James Garrity JR. asked Mr. David Hill and yourself (Mrs. Tara Twomey) to reach out to me (Lisa Janco) To explain the Language and asked if you (Mrs. Tara Twomey) had my information. I tried calling the phone number that Mr. David Hill gave to me (Lisa Janco) and received no response after leaving messages. I also Amended the Proof of Claim # (2585) and sent it to the Address along with a proof of Service that Mr. David Hill provided to me (Lisa Janco) Tara Twomey PO Box 1607 Blue Bell, PA, 19422. My Information if you do not have it. Phone # (661) 409-8892. Email:ljanco@avc.edu. Address : 9020 West Ave J #2.Lancaster, Claim # (2585) Pending a hearing. Please reach out to me (Lisa Janco) as soon as possible and I look forward to hearing from you. Sincerely Lisa Janco. May 11, 2021. C C Mr. David Hill, Weil, Gotshal & Manges LLP.

MISAPPROPRIATION OF PUBLIC FUNDS - CALIFORNIA PENAL CODE SECTION 424

Penal Code 424 PC occurs when someone uses public funds for an unrelated public benefit or personal use.

The misappropriation of public funds law is covered under California Penal Code Section 424, and typically considered a white collar crime.

In basic language, this law criminalizes the acts of using public funds for an unrelated public benefit or personal use. It's commonly known as misuse of public funds.

In Los Angeles County, misappropriation of public funds is typically charged against local or California state public officials who are responsible for the funds, but these charges can also be filed any person who has care and control over government money.

Misappropriation of public funds is always charged as a felony crime that can't be reduced to a misdemeanor.

If you are convicted of violation of California Penal Code Section 424, you could face up to 4 years in state prison and a fine up to $10,000.

Additionally, as you can see from the recent example above, it's not uncommon for individuals who have been charged with misappropriation of public funds to also face similar criminal charges of embezzlement, grand theft, or even money laundering.

LEGAL DEFINITION OF MISAPPROPRIATION OF PUBLIC FUNDS

Under California Penal Code Section 424, the legal definition of misappropriation of public funds is as follows:

- ***"(a) Each officer of this state, or county, city, or district, and any other person charged with the receipt, safekeeping, transfer, or disbursement of public moneys, who either: (1) without authority, appropriates any portion to their own use, or use of another; or, (2) loans any portion; makes any profit, or uses for any purpose not authorized by law; or, (3) knowingly keeps a false account, or makes false entry or erasure in any account; or, (4) fraudulently alters, falsifies, conceals, destroys, or***

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Sunny Singh, Esq.

Attorneys for Debtor
and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	
	:	**Chapter 11**
WALTER INVESTMENT MANAGEMENT CORP.,	:	**Case No. 17-13446 (JLG)**
Debtor.[1]	:	

NOTICE OF OCCURENCE OF EFFECTIVE DATE OF AMENDED PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF WALTER INVESTMENT MANAGEMENT CORP. AND THE AFFILIATE CO-PLAN PROPONENTS

TO ALL CREDITORS, INTEREST HOLDERS, AND OTHER PARTIES IN INTEREST:

PLEASE TAKE NOTICE that, on January 18, 2018, the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") entered an order (ECF No. 172) (the "**Order**"),[2] approving, among other things, the *Amended Prepackaged Chapter 11 Plan of Reorganization of Walter Investment Management Corp. and the Affiliate Co-Plan Proponents* (ECF No. 169) (the "**Prepackaged Plan**").

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Prepackaged Plan occurred on February 9, 2018 and, as a result, the Prepackaged Plan has been substantially consummated.

[1] The last four digits of the Debtor's federal tax identification number are 0486. The location of the Debtor's corporate headquarters is 1100 Virginia Drive, Suite 100, Fort Washington, PA 19034.

[2] Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the Prepackaged Plan (as defined herein) and the Order.

Exhibit 5

ditech
HOME LOANS

DITECH FINANCIAL LLC
2100 E ELLIOT ROAD, BLDG 94 MS T-456
TEMPE, AZ 85284

0-827-02798-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Disbursement Check Voucher

PAYEE NAME & ADDRESS
LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

CHECK NUMBER: **0002150686**
CHECK DATE: **08/08/2019**
PAYEE CODE: **0032757411**

BATCH: **HCM** **PAGE 1 OF 1**

LOAN NUMBER	SHORT NAME/ INIT NAME/ PROPERTY ADDRESS	DESCRIPTION	TRAN CODE	DATE	AMOUNT DUE
0032757411	L JANCO	WB# Loan clos	304		744.89
Check Totals:		1 Item			**$744.89**

005-0906-0107F

ditech
HOME LOANS

DITECH FINANCIAL LLC
CITIBANK NA
ONE PENN'S WAY, NEW CASTLE, DE 19720

HCM 2A9 0032757411
38977001

62-20
311

CHECK NO.	MO/DAY/YR
0002150686	08/08/2019

AMOUNT
$744.89

VOID IF NOT CASHED WITHIN 90 DAYS

FOR PAYMENT OF RESTRICTED ESCROW

SEVEN HUNDRED FORTY FOUR AND 89/100 DOLLARS

PAY TO THE ORDER OF
LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

AUTHORIZED SIGNATURE

⑈0002150686⑈ ⑆031100209⑆ 38977001⑈

ditech.
HOME LOANS

DITECH FINANCIAL LLC
2100 E ELLIOT ROAD, BLDG 94 MS T-456
TEMPE, AZ 85284

0-827-02798-0000008-001-1-000-000-000-000

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005-0906-0107F

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CHECK NO.	MO/DAY/YR
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1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

AUTHORIZED SIGNATURE

⑈0002150686⑈ ⑆031100209⑆ 3897700 1⑈

Lisa Janco administrative proof of claim 2585,& 2919

Evidence listed in Exhibit 5

Page 1 &2) these are two check sent to Los Angeles County consumer and business Affairs dated 88 of 2019 these were sent to the fraud investigator but they have nothing listed on them except the check number and a check date zero 808-2019 check number 0002150686 it has no accounting it doesn't say what it's for there's no interest there is no list.

Exhibit 4

Lisa Janco administrative proof of claim #2585, &2919

Exhibit 4

evidence listed in Exhibit 4

Page 1) multiple pages of the follow up letter to Nicholas in the Tax Department dated November 1, 2017. This follow up letter was to confirm the conversation and verbal agreement that Nickolas in the Tax Department was closing out the impounds that was supposed to be done in July sending the escrow analysis the funding in the escrow account closing out sending the government funding check to Ms. Janco that was supposed to be received on November 1 with no more impounds after November 1 this letter was sent out after being notarized by the US bank notary with the confirmation timestamp date stamp when they received it that necklace received it on his personal fax at his desk which was different from the fax line in the Tax Department he was the one who was working on Ms. Janco's account to close out the impounds there are two letters that are both notarized that are follow-up letters to that conversation. This makes this a legal document for a court of law that you did have that verbal conversation in agreement.

Lindsey Oien
Branch Manager

661.206.3938 direct
661.943.1471 fax
800.872.2657 24-hour banking
lindsey.canedos@usbank.com

West Lancaster
2631 W Avenue L
LM-CA-5896
Lancaster, CA 93536-4066

usbank.com

HP LaserJet **M3035 MFP Series**
Page 1

ed to the specified destination(s) and/or intermediate server.

Original Job Details

Date/Time: Nov-30-2017 01:01 PM
Pgs: 7
Recipients List:
15129773011 [7 Pgs] [successful transmission]

Re: Lisa Janco

Account #0032757411

Dated: Nov 2, 2017

Tax Dept.: Ditech: Nicholas

Phone # 1-855-728-6897

Tax Dept. : Fax # 1-817-826-0917

Fax # 1-512-977-3011 Tax Dept: Attention Nicholas

Dear Nicholas in Ditech Tax Dept.

This is a follow up letter regarding our telephone conversation on Nov 1st, 2017. You stated that Ditech Tax Dept.: was to Issue a check for the amount of 6,500.00 within nine business days and would run the Escrow Analysis which was supposed to be done every year in July, 2017 and was for some reason not done. We discuss I had talked to the State Controller's office in April, 2017. They were sending a

We also discussed for me to get a letter from my bank to get all and any late fees and overdraft fee's which Ditech had caused to my bank and my credit cards. Which in fact; I'm in the process of doing.

This letter has been CC: Sen t to the State of California Rehabilitation Dept. Blind Field Office/ Rehabilitation Act of 1966 also The Disability Rights of the State of California Advocacy Group/Who sole purpose is to advocate for citizens with Disabilities and how Disability rights and Laws apply to companies per state Law and the American's with Disabilities and the Civil Rights Laws that protect these citizens under the ADA laws and the Rehabilitation Laws of 1966. I will be waiting for the funds within 10 days of the date of this Letter.

Sincerely Lisa Janco

We also discussed for me to get a letter from my bank to get all and any late fees and overdraft fee's which Ditech had caused to my bank and my credit cards. Which in fact; I'm in the process of doing.

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Sincerely Lisa Janco

check back to Ditech in the amount of 4034.00 it be re issued to me Lisa Janco for they had already paid my Property Taxes for the Years 2016, 2017, & 2017, 2018. We also discussed to separate my Property Taxes from my Impound account for they had already been paid. We also did a three way call to customer Service to remove late fees and fix the latest on my credit. WE also discuss putting all correspondence in large font due to my condition of being legally blind. Customer service stated that I was approved

Re: Lisa Janco

Account #0032757411

Dated: Nov 2, 2017

Tax Dept.: Ditech: Nicholas

Phone # 1-855-728-6897

Tax Dept. : Fax # 1-817-826-0917

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Re: Lisa Janco

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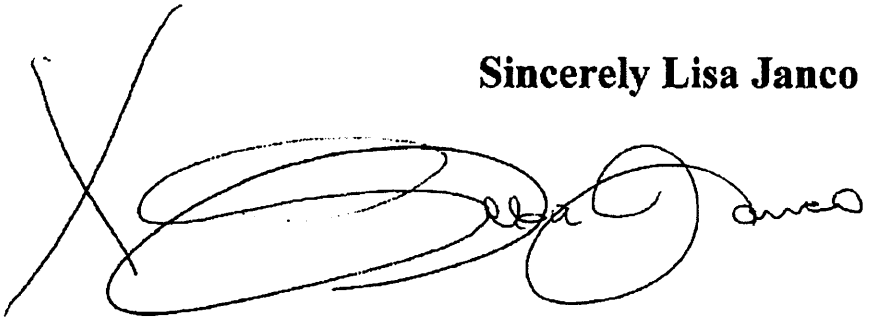

Job Notification HP LaserJet **M3035 MFP Series**

The following job has been successfully delivered to the specified destination(s) and/or intermediate server.

Original Job Details

Date/Time: Dec-07-2017 01:34 PM
Pgs: 11
Recipients List:
15129773011 [11 Pgs] [successful transmission]

Mortgage should have already been adjusted to 1135.00 a month. Ditech has been advised by both an Attorney and myself that I'm Legally Blind the Attorney sent you a Letter. You have refused to put any & all correspondence in large font which is covered under the ADA Laws. You tried to have a legally blind person try to sign documents for a modification she never needed knowing I was overpaying for 12 months. ADA Laws are very strict and swift violation of these laws carry stiff penalties. Trying to deceive intimidate a disabled person who is covered under the federal and State Government for Rehabilitation. Violates the Rehabilitation laws of 1966. You have negligently been reporting to the

mocking my Disability put it in micro font. Also stating I was behind; and sent a statement for 10,000.00. Due Dec.15, 2017. It is Illegal and unlawful to keep in your possession State and Federal funding that is designated to the Elderly, Disabled citizens and the Blind stiff penalties for that I want the 7% interest on the monies you are holding that I have to pay the State Controller's office from Dec. 2016 until you release the funds.

By the filing of a complaint any and all things you keep doing falls under the Retaliation laws. If you think that the State and Federal Government is going to allow to keep up your deceiving practices well you are mistaken. I am having U.S Bank Notarize and Fax

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 12/7/17 before me, Lindsey Nicole Canedos, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Lindsey Nicole Canedos (Seal)

LINDSEY NICOLE CANEDOS
Commission # 2073300
Notary Public - California
Los Angeles County
Comm. Expires Jun 30, 2018

sale contract or a loan secured by a deed of trust or mortgage on real property containing only a single-family, ...

15 U.S. Code § 1639d - Escrow or impound accounts relating to ...

https://www.law.cornell.edu/uscode/text/15/1639d

(2) AdministrationExcept as provided in this section or regulations prescribed under this section, an escrow or impound account subject to this section shall be administered in accordance with—. (A). the Real Estate Settlement Procedures Act of 1974 [12 U.S.C. 2601 et seq.] and regulations prescribed under such Act;. (B).

What is an escrow or impound account?

https://www.consumerfinance.gov/ask.../what-is-an-escrow-or-impound-account-en-1...

Aug 3, 2017 - An escrow account, sometimes called an impound account depending on where you live, is set up by your mortgage lender to pay certain property-related expenses. ... Sometimes, escrow accounts may also be required by law. Your property taxes and insurance premiums can change from year to year.

Escrow Account: FAQ, Your Rights Under the RESPA Statute

hazard insurance premiums. The Lender will pay interest on money deposited into the impound account as required by applicable law. California law...

Impound Accounts Allowed For "Higher Priced Mortgage Loans ...

www.calbankers.com/.../impound-accounts-allowed-higher-priced-mortgage-loans

A new California law, SB 633, sponsored by the California Bankers Association, has been enacted to allow lenders to require establishment of an impound account on loans made in compliance with the requirements for a "higher priced mortgage loan" within the meaning of the Federal Reserve Board's Regulation Z, which ...

Understanding Mortgage Impound Accounts - Investopedia

https://www.investopedia.com/articles/mortgages.../mortgage-impound-accounts.asp

Nov 28, 2017 - Your monthly mortgage statement will probably show the balance in your impound account, making it easy for you to keep a close eye on it. Federal regulations also help borrowers out in this area by requiring lenders to review borrowers' impound accounts annually to ensure that the correct amount of...

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On 11/30/2017 before me, Lindsey Nicole Canedos Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LINDSEY NICOLE CANEDOS
Commission # 2073300
Notary Public - Californ
Los Angeles Count
Expires Jun

Signature Lindsey Nicole Canedos (Seal)

LINDSEY NICOLE CANEDOS
Commission # 2073300
Notary Public - California
Los Angeles County
My Comm. Expires Jun 30, 2018

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
12/16/2017	01/01/2018	$11,683.21

7-776-11301-0019874-002-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

If payment is received after 01/16/2018, a $57.66 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday, 7a.m. - 8 p.m. CST
Saturday, 7a.m. - 1 p.m. CST

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	> $2,485.56
Deferred Balance	> $7,543.48
Funds in Suspense Balance	> $278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	$0.00

Year to Date	
Principal	$1,858.92
Interest	$5,804.67
Escrow (Tax & Insurance)	$3,199.42
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	$11,141.69

Explanation of Amount Due

Principal	$256.55
Interest	$896.59
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$57.66
Past Due Amount	$10,015.35

Total Amount Due: $11,683.21

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
12/16/17	Late Charge Asmt	$57.66	$0.00

Important Messages (More Information on the Back)

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Stephen K at 1-800-643-0202, extension 31666 to make immediate payment arrangements.

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of December 16 you are 168 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

Recent Account History

-Payment Due 07/01/17:	Unpaid amount of $1,610.20
-Payment Due 08/01/17:	Unpaid amount of $1,610.20
-Payment Due 09/01/17:	Unpaid amount of $1,610.20
-Payment Due 10/01/17:	Unpaid amount of $1,610.20
-Payment Due 11/01/17:	Unpaid amount of $1,610.20
-Payment Due 12/01/17:	Unpaid amount of $1,610.20

-Total: $11,683.21 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

☐ Check box for address changes on reverse side.

Loan Number	Statement Date	Due Date	Amount Due
0032757411	12/16/2017	01/01/2018	$11,683.21

If payment is received after 01/16/2018, a $57.66 late fee will be charged

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

Ditech
PO Box 7169
Pasadena, CA 91109-7169

03275741 1 00161020 0001168321

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
08/15/2017	09/01/2017	$8,289.83

3-776-09738-0029800-003-1-001-011-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

If payment is received after 09/16/2017, a $57.66 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday, 7a.m. - 8 p.m. CST
Saturday, 7a.m. - 1 p.m. CST

Account Information

Loan Number	0032757411
Principal Balance †	$217,196.25
Escrow Balance	$3,588.80
Deferred Balance	$7,543.48
Funds in Suspense Balance	$389.08
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$247.13
Interest	$906.01
Escrow (Tax & Insurance)	$457.06
Total Fees and Charges	$0.00
Funds in Suspense	($55.20)
Total Paid	$1,555.00
Year to Date	
Principal	$1,361.57
Interest	$3,995.74
Escrow (Tax & Insurance)	$2,285.30
Total Fees and Charges	$0.00
Funds in Suspense	$389.08
Total Paid Year to Date	**$8,031.69**

Explanation of Amount Due

Principal	$252.32
Interest	$900.82
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$0.00
Past Due Amount	$6,679.63

Total Amount Due: $8,289.83

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
08/15/17	Payments	$0.00	$1,555.00

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of August 15 you are 106 days delinquent on your mortgage loan. Your account first became delinquent on 05/01/2017.

Recent Account History

-Payment Due 03/01/17:	Paid on 06/06/17 fully paid
-Payment Due 04/01/17:	Paid on 08/15/17 fully paid
-Payment Due 05/01/17:	Unpaid amount of $1,610.20
-Payment Due 06/01/17:	Unpaid amount of $1,610.20
-Payment Due 07/01/17:	Unpaid amount of $1,610.20
-Payment Due 08/01/17:	Unpaid amount of $1,610.20

-Total: $8,289.83 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Heather L at 1-800-643-0202, extension 31804 to make immediate payment arrangements.

ditech®

PO Box 6172, Rapid City, SD 57709-6172

8-776-06426-0028937-003-1-111-010-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Property Taxes were paid By State Controllers Fund For the Escrow 7691.83 Blind

BILLING STATEMENT

Statement Date	Due Date	Amount Due
12/15/2016	01/01/2017	$2,948.14

If payment is received after 01/16/2017, a $50.85 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday, 7a.m. - 8 p.m. CST
Saturday, 7a.m. - 1 p.m. CST

Account Information

Loan Number	0032757411
Principal Balance †	$218,557.82
Escrow Balance	$982.94
Deferred Balance	$7,543.48
Funds in Suspense Balance	$126.69
Interest Rate	4.000%
Interest Type	Actuarial
Prepayment Penalty	No
Next Rate Reset	03/2017

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payment Breakdown

Since Last Statement/Month	
Principal	$287.53
Interest	$729.48
Escrow (Tax & Insurance)	$457.06
Total Fees and Charges	$0.00
Funds in Suspense	$30.93
Total Paid	**$1,505.00**
Year to Date	
Principal	$3,881.93
Interest	$8,818.91
Escrow (Tax & Insurance)	$7,691.83
Total Fees and Charges	$0.00
Funds in Suspense	$126.69
Total Paid Year to Date	**$20,519.36**

Explanation of Amount Due

Principal	$289.45
Interest	$727.56
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,474.07
Total New Fees and Charges	$0.00
Past Due Amount	$1,474.07

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
12/15/16	Payments	$0.00	$1,505.00
11/28/16	County Tax Disb	$1,941.66	$0.00

Total Amount Due: $2,948.14

Go Paperless Now
- Get Digital Alerts
- Sign up for Online Billing
- Make payments with AutoPay

Visit **ditech.com/go-digital** to see a quick video on going digital.

Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

☐ Check box for address changes on reverse side.

Loan Number	Statement Date	Due Date	Amount Due
0032757411	12/15/2016	01/01/2017	$2,948.14

If payment is received after 01/16/2017, a $50.85 late fee will be charged

Make checks payable to Ditech Financial.

Amount Due $, .
Additional Escrow $, .
Additional Late $, .
Additional Principal $, .
Total Amount Enclosed $, .

Ditech
PO Box 7169
Pasadena, CA 91109-7169

03275741 1 00147407 0000294814

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
03/16/2018	04/01/2018	$16,571.47

8-776-12579-0018660-002-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

If payment is received after 04/16/2018, a $57.66 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday 8AM - 6PM

IN ESCROW
9 Days later only 525.24

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	$525.24
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Principal	$259.77
Interest	$893.37
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$0.00
Past Due Amount	$14,961.27

Total Amount Due: $16,571.47

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
03/14/18	County Tax Disb	$2,017.35	$0.00

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of March 16 you are 258 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

Recent Account History

-Payment Due 10/01/17: Unpaid amount of $1,610.20
-Payment Due 11/01/17: Unpaid amount of $1,610.20
-Payment Due 12/01/17: Unpaid amount of $1,610.20
-Payment Due 01/01/18: Unpaid amount of $1,610.20
-Payment Due 02/01/18: Unpaid amount of $1,610.20
-Payment Due 03/01/18: Unpaid amount of $1,610.20

-Total: $16,571.47 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages *(More information on the Back)*

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

YOUR TOTAL INTEREST PAID IN 2017 WAS $5,804.67.

If your property or work were affected by the California Wildfires, Flooding, Mudflows, and Debris Flows, Ditech is standing by to assist its customers impacted by this disaster. Call 800-643-0202 should you need assistance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Loan Number	Statement Date	Due Date	Amount Due
0032757411	03/16/2018	04/01/2018	$16,571.47

If payment is received after 04/16/2018, a $57.66 late fee will be charged

☐ Check box for address changes on reverse side.

Make checks payable to Ditech Financial.

Amount Due $

Additional Escrow $

Additional Late $

Additional Principal $

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PO Box 7169
Pasadena, CA 91109-7169

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P.O. Box 15009, Tempe, AZ 85284-0109

BILLING STATEMENT

Statement Date	Payment Due Date	Amount Due
06/17/2019	06/17/2019	$40,866.25

3-776-19614-0017547-002-1-001-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

The Amount Due reflected above is as of 06/17/2019

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	($12,103.82)
Deferred Balance	$7,543.48
Advance Balance ^	$360.00
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Reinstatement Amount[1]	$40,866.25
Total Amount Due	**$40,866.25**
Accelerated Amount[2]	$259,129.13

[1]The loan may be reinstated by paying only the reinstatement amount, as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
05/29/19	Corp Adv Disb	$15.00	$0.00
05/20/19	Corp Adv Disb	$15.00	$0.00
05/17/19	Corp Adv Disb	$15.00	$0.00

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of June 17 you are 716 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

A first notice or filing to initiate foreclosure on your account has occurred.

Recent Account History

-Payment Due 01/01/19: Unpaid amount of $1,628.04
-Payment Due 02/01/19: Unpaid amount of $1,628.04
-Payment Due 03/01/19: Unpaid amount of $1,899.18
-Payment Due 04/01/19: Unpaid amount of $1,899.18
-Payment Due 05/01/19: Unpaid amount of $1,899.18
-Payment Due 06/01/19: Unpaid amount of $1,899.18

-Total: $40,866.25 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages *(More information on the Back)*

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

^Advances represent money advanced by servicer to pay taxes, insurance and any other amounts currently due that are not part of an escrow account.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Shereene Y at 1-800-643-0202, extension 32077 to make immediate payment arrangements.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

☐ Check box for address changes on the reverse side.

Loan Number	Statement Date	Payment Due Date	Amount Due
0032757411	06/17/2019	06/17/2019	$40,866.25

The Amount Due reflected above is as of 06/17/2019

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

Ditech
PO Box 7169
Pasadena, CA 91109-7169

J 1 00189918 0004086625

ditech®

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
02/16/2018	03/01/2018	$14,961.27

If payment is received after 03/16/2018, a $57.66 late fee will be charged

7-776-12198-0020413-003-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday 8AM - 6PM

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	$2,542.59
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Principal	$258.69
Interest	$894.45
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$0.00
Past Due Amount	$13,351.07

Transaction Activity Since Last Statement

Date	Description	Charges	Payments

There were no transactions for this statement period.

Total Amount Due: $14,961.27

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of February 16 you are 230 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

Recent Account History

-Payment Due 09/01/17: Unpaid amount of $1,610.20
-Payment Due 10/01/17: Unpaid amount of $1,610.20
-Payment Due 11/01/17: Unpaid amount of $1,610.20
-Payment Due 12/01/17: Unpaid amount of $1,610.20
-Payment Due 01/01/18: Unpaid amount of $1,610.20
-Payment Due 02/01/18: Unpaid amount of $1,610.20

-Total: $14,961.27 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages *(More information on the Back)*

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

YOUR TOTAL INTEREST PAID IN 2017 WAS $5,804.67.

If your property or work were affected by the California Wildfires, Flooding, Mudflows, and Debris Flows, Ditech is standing by to assist its customers impacted by this disaster. Call 800-643-0202 should you need assistance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

☐ Check box for address changes on reverse side.

Loan Number	Statement Date	Due Date	Amount Due
0032757411	02/16/2018	03/01/2018	$14,961.27

If payment is received after 03/16/2018, a $57.66 late fee will be charged

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
Total Amount Enclosed $

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PO Box 7169
Pasadena, CA 91109-7169

03275741 1 00161020 0001496127

ditech®

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
02/16/2018	03/01/2018	$14,961.27

Account Number: 0032757411 Page 2

If payment is received after 03/16/2018, a $57.66 late fee will be charged

Transaction Activity Since Last Statement *(Continued from previous page)*

457 x 12 = 5484.00
357 x 12 = 4284.00

Important Messages *(Continued from previous page)*

Please note that from 6:00 AM Eastern on Saturday February 17th until 6:00 AM Eastern on Monday February 19th, your account may be unavailable to access both on the Ditech website and by phone. Routine maintenance is scheduled to occur during that time and access to your account should be restored no later than Monday morning. We apologize in advance for the inconvenience.

Exhibit 2

Lisa Janco administrative proof of claim #2585 & administrative proof of claim # 2919

Evidence listed on Exhibit 2

page 1) administrative proof of claim number 2585 timely filed

page 2) UPS tracking number ship date Saturday, November 2, 2019 tracking number #1Z2R30403510 104251

Page3) filed into the court to the judge and all parties that Ms. Janco contacted the FBI of Lancaster the CFPB, the Los Angeles Consumer Financial Mortgage fraud unit, the Los Angeles District Attorney's Office, the white collar crime unit,

Page 4) Copy of American Title Real Estate Fees and Di-Tech Attorney fee's and list of Fraudulent Fees.

Page 5) release of lien for postponed property taxes document number 10215947 State Controller's office stated California owner – claimant's name Lisa Janco lien on Parcel number 3204 – 046 – 001 from BETTY TEE YEE, California State CONTROLLER official record of notice of lien for postponed property taxes recorded in the official records of the County of Los Angeles recorded on 07/13 2004 instrument file number 04 – 1780678 recorded/filed an official records recorded's office, Los Angeles County, California document number official 20 one 90087820 Dated 01/30/2019 requested by Kevin Cameron printed on 05/23/2019 3:13 PM

Pg3: email to Lisa Janco from Tara Twomey@ditech – settlement.com this email is stating that your claim had administrative status you subsequently filed claim number 2916 which amends and replaces Tara Twomey's the one who filed 2916 and filed it in the wrong classification to pay Ms. Janco pennies on the dollar for the stated California bill that they've had for six years +7% interest .Tara Twomey is actually telling Lisa Janco that she's going to get pro rata distribution pennies on the dollar in this claims process you are the claimant, not the State of California. Therefore to the extent that you have a valid claim, any Jewish distribution would be paid directly to you not the State of California.

Page 6) Los Angeles Consumer and business affairs investigator report dated July 23, 2018 from DI-Tech to Mrs. Chelo J0VELLANOS: in this report Di-Tech Confession states in response to Ms. Janco's concerns regarding her current monthly payment amount," it appears Ms. Janco does not believe she should BE MAKING monthly escrow DEPOSITS for property taxes." In November 2016 for Ms. Janco's partial homestead exemption due to her disability. Please note that we have not received any further funds from the State of California for her property tax escrow. Admitting to stealing the government Federal and and State Funding is a federal felony in California. In the same report di-Tech confesses they located in Annual tax statement of Postponed property taxes letter from the State of California dated May 23, 2018(enclosed) Please note that this tax postponement letter is not sufficient to remove her property tax escrow so long as a tax authority's reporting taxes due on Ms. Janco's property. Ditech also confesses that they placed a call to the stated California about the postponement of her taught taxes trying to gain access to Ms. Janco's account which is a private government account and the stated California explained they were unable to give us any information in order to release information to Ditech regarding Ms. Janco's Property Tax Postponement or access to her account Ditech was told they would need a fax request for information along with an authorization and prompt executed by Ms. Janco authorization and release form with the wet signature by Ms. Janco on July 18, 2018 Ditech Attempted to contact Ms. Janco to gain the authorization with a wet signature and release to gain access to an account where the embezzleed the government funding in the first place and Ms. Janco said absolutely not and ended the call. "Ditech, we sympathize with Ms. Janco's SITUATION and remain willing to work and REVIEW the account for any available payment assistance programs"so you embezzled the Government funding refused to return it and then have the nerve to Mock and say that you feel sorry for Ms. Janco's SITUATION that you stole the Government funding in the first place and kept it was you being charged 7% but on top of that you're going to offer Ms. Janco available assistant programs this is just Mocking and intentional infliction of malice with intent to cause harm to Ms. Janco and it's also prove that di-Tech broke in with a fake and faults fraudulent authorization and release form to gain access to the Property Tax Postponement stated California Controller's office for criminal activity and intent to pay off and embezzled the government

funding back in pay Ms. Janco's loan off as if she use the program and get the release of the lien because you are going to bankruptcy and 11 days in New York City filing for bankruptcy six months later you were going to come back and fraudulently foreclose on Ms. Janco's house in six of 2019 while all while under government and federal investigation for embezzling the California state controller property tax funding in 2016. These are Federal Felonies that Ditech committed against the stated of California Betty Yee Controller's office which is the official office that handles private government accounts and independent audits for companies that Misuse Government funding. Di- Tech committed these acts while under Investigation 11 days before fleeing to New York and filing the second bankruptcy to misuse and cover so they could come back to California and commit more Federal Felonies by Illegally Foreclosing on Ms. Janco's house.

Page 7) is a copy of the United States Bankruptcy Court Southern District of New York In re Chapter 11 Ditech Holding Comp CORPORATION CASE # 19-10412(JLG) this document states on February 11, 2019, Ditech Holding Corporation and its affiliates called the debtors voluntarily sought cover under Chapter 11 of the title 11 of the United States Code) which is bankruptcy fraud it's bankruptcy crimes you knew you had embezzle Government funding but yet you ran to New York Southern District of New York to wash the stolen money into clean money and sell the stolen money to another entity for profit.

19-10412(JLG) 11 Days after pulling crimes against the state of California Controller's office by Forging and frauding documents to access a private government account.

Page 8) this is a copy that di-Tech sent to the fraud investigator to an annual statement of Postponed property taxes dated May 23, 2018 with Lisa Janco's name on it from the California State CONTROLLER Betty Yee's office as of date of 05/01/2018. Principal $5,883. 80 shows interest of $903.17 recording fee balance 697 this statement is showing that Ditech kept the money this is dated 501-2018 they had the money for two years or more as of the date of this letter there telling the fraud investigator that this is a good enough for them to give the government funding back to the rightful owner Ditech just wanted to use the Government funding for their own personal use.

Page 9) the government report from the CFPB dated August 13, 2019 after Ditech Illegally foreclosed on Ms. Janco's house she filed another additional complaint to the CFPB for the government to step in CFPB Case number 190703 – four one 99625 di-Tech account number 327574 one one again stating they received the Government funding public funding from the State of California again they mentioned that they received and embezzled misappropriated Used property tax refunds from the State of California they received November 28, 2016 disbursement March 23, 2017 dietetic claims they were fundings and March 2017 not July and if they deposited them in their and the Escrow 2017 number one they never gave a receipt for the Government funding number two if 2017 so they kept the Impound money to the supposedly had the government funding and as of the just kept it all debt is either unable to locate any and since we had $15,000 in your escrow account but there's evidence showing that there was 14 almost $15,000 in their their knowledge and that they ran the 2016 analysis which ran on July 21, 2016 the next schedule analysis was scheduled to run July 2017, but due to the delinquent status and analysis was not mailed to you you cannot put government funding and overcharge somebody for 10 months to 12 months $500 and then say there delinquent just so that you can embezzle the money it's it's Fiduciary fraud actual fraud it's embezzlement it's larceny it's misappropriation of Government funding and regarding the foreclosure action our records show that your account was referred to foreclosure on April 06, 2018 due to the delinquency status at the time of the foreclosure referral the account was showing approximately 279 days past due for the July 1, 2017 payment on July 16, 2019 our records show you paid off this account and the account is now closed if these are just fraudulent lies first of all they were under investigation for stealing the government funding and they had already filed for their first bankruptcy in January 2018 when they were under Investigation for embezzling the government funding as Walter Investment management Corporation in the nursing I was late in July which I wasn't late you can't just fraudulently forge documents and say somebody owes you money that they don't owe you the evidence proves that wrong as far as Ditech fraudulently referring foreclosure on April 6, 2018 they were still under investigation from the federal government they had led with the embezzle Government funding from the California to Bankruptcy Court in crime and

Is a deed of trust executed a written declaration of default and demand for the sale and written notice of default and election to sell to be recorded in Los Angeles County were the real property is located in this is dated 0618 2019 filed by the mortgage law firm PLC who is just is liable for this fraudulent document that was filed in Los Angeles County saying that Ms. Janco was late when she was not this is signed by Adriana Dürer him this document is mocking Ms. Janco by putting it in 2000 font when Ditech specifically said they had to reach out to their print vendor on the Statements that were in Microfont all the documentation was in Microfont except the foreclosure notice is in 2000 font this is this is called Mocking a blind person is considered a Hate crime the only document that you can put in Large font is the illegal foreclosure paperwork that you take to her door that you know is fraud as you're in the Bankruptcy Court in the Southern District of New York committing Bankruptcy crimes this is a document that was put on Ms. Janco store six months after Ditech filed for bankruptcy

Chapter 11 11 days before that they broke into the State Controller's office with forge documents to go to the bankruptcy system commit bankruptcy crimes they stole and embezzled money from California trying to wash it in the bankruptcy system come back to California and taped is large fraudulent document Ms. Janco store while still under investigation by the CFPB federal government and the Los Angeles and County business affairs Ditech is liable for all of these four fraudulent instruments that they have filed in Los Angeles County is 14 years in federal prison for each one and they also become null and void.

This document is goods and facility and service laws under the ADA stating that every business needs to have as a service provider from discriminating against the disabled Person what is financial exploitation when a business misuses or takes the assets of a vulnerable adult for his or her own personal benefit of a senior and disabled depriving him in her of vital financial resources for his or her personal needs assets are commonly taken via forms of deception, false pretenses, coercion, harassment, duress and threats financial experts to exploitation involves theft taken without knowledge consent or authorization may include taking valuables fraud these are laws that if you do these things against the disabled Person the fines are triple or four times the amount.

bankruptcy fraud because again you're trying to take embezzle Government funding and public funding from California and have a judge put his wet signature on it and launder it through the bankruptcy system as if you earned it you stole it from the California states funding public funding which is CONFESSED MPN Ms. Janco has evidence from keep your home California that she was never late that was stated all the way till May 28 of 2018 so this is a fraudulent foreclosure which is a federal felony in California and the instrument that you filed on this under Walter management investment Corporation is a Class D federal felony 14 years in federal prison just for that filing that document that was a lie that you said under penalty of perjury that was true that you are proven was completely a lie to fraud a blind lady to say that somebody is 279 days past due as of July 1, 2017 when you had over $14,000 of funding in her impound that you Plus her government funding from the State of California.

Page 10) email from Tara Twomey the child the attempt to cover up the bankruptcy crimes you can see any fraud Ms. Janco has asked for an audit in the US trustee they've known for all these years six years that they have stolen embezzled all this funding then use the Bankruptcy Court New York Southern District to wash the stolen funding from the State of California Property Tax Postponement stolen money into clean money. Sell the stolen government funding from the State of California to another entity for profit while they're still under investigation by the federal Protection Bureau and under investigation in the stated California Los Angeles County all these fraudulent fraudulent documents instruments that are all classy Felonies each worth 14 years in federal prison.

Lisa Janco

9020 West ave J Space #2

Lancaster, Ca. 93536

I am filing an administrative expense claim to the court before the deadline of Nov 11, 2019.

Ditech while under fraud investigation by the CFPB and LA Consumer fraud unit division for mortgage fraud illegally and unauthorized stole Government funding that was intended for the Blind, Elderly and Disabled from Lisa Janco and the State of California. Lisa Janco signed for the Government money from the State Of California and when Lisa Janco asked for the monies back Di-Tech refused to give Ms. Janco custody or Control of said monies. Di –Tech also owes the State repayment of said funding and the 7% interest that is also owed to the State of California from Dec 16, 2016 until now and until said monies are paid back to the State of California. When the State of California also told them to give said monies back Di-Tech refused they have acknowledge in receiving said funds to the CFPB and the LA fraud unit prevention center. They also owe the Insurance money from CSE Insurance Company which they held in several pockets and also interest on these said monies. Miss appropriation of Government funding for the Blind ,Elderly and Dis abled is a Federal offense and Embezzlement charges are too follow. Di-Tech also funneled my Mortgage payments into my Escrow account breaking the Impound Laws and the RESPA Laws and owe Miss Janco the Equity of the house on 42103 Capistrano Place, Lancaster, Ca. 93536.I owed 216,000 after 30 years and they funneled out $80,000.00. Di-Tech was putting 15,000 to 20,000.00 in my Impound accounts when the Impound Laws clearly state only a pad of $950.00 2 payments. I am asking this court to please acknowledge this debt on behalf of the blind, Elderly and Disabled and the State of California Property Tax Postponement Program such abuse of Government funding should be stopped immediately and said companies should not be able to contribute to making elderly and disabled citizens homeless for their gain now they are asking for protection under your court system before there said victims have a fair chance to also get their day in court. The fraud case on my behalf is still open with LA County Consumer and Business Affairs.

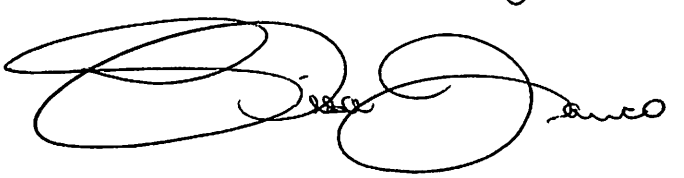
My administrative claim is for $ 100,000.00. The State Of California Property Tax Postponement Program should be paid first with the 7 % interest owed to them $9,950.00.

Sincerely Lisa Janco

!-661-540-3466

* The Complete punitive and compensatory Damages have not yet been Determined in a court of law

Sincerely



Parcel Shipping Order (PSO) Terms and Conditions

The UPS Store #2531

SHIP DATE	SHIPMENT INFORMATION	DESCRIPTION OF GOODS
Sat 02 Nov 2019	UPS 2nd Day Com: 1 package Total Declared Value: Not provided	DOCUMENTS

SENDER	RECIPIENT	PKG	TRACKING NUMBER	DECL VAL
LISA JANCO 9020 W AVE J SPC 2 Lancaster, CA 93536 Tel: (661) 540-3466	DITECH HOLDING CORPORATION CLAIMS PROCESSING CENTER 10300 SW ALLEN BLVD C/O EPIQ BANKRUPTCY SOLUTIONS, L BEAVERTON, OR 97005-4833	1	1Z2R30463510164251	N/A

Subject to these terms and conditions, this The UPS Store® center ("We", "Us", or "Our") will receive, forward and/or pack parcels for you the customer ("You" or "Your"). The carrier for Your parcel(s) accepted by Us ("Carrier") will be UPS®. The Carrier may refuse to ship Your parcel(s) accepted by Us. You represent Your true name and address appear as sender above.

We do not accept hazardous material, Other Regulated Material-D class (ORM-D), illegal items or articles of unusual value, including but not limited to cash. In addition, the Carrier's tariff, service guide, or terms and conditions ("Carrier's Terms and Conditions") may specify other restricted items. Certified locations may accept some forms of ORM-D. Parcels containing "food" (as defined in section 201 (f) of the Federal Food, Drug, and Cosmetic Act), will be accepted for transportation only according to the applicable terms and conditions in the Carrier's Terms and Conditions in effect on the date of shipment.

We do not transport Your parcel(s). The Carrier transports Your parcel(s) subject to the UPS/Tariff Terms and Conditions of Service ("UPS Terms") in effect on the date of shipment, which are available at www.ups.com/terms. The Carrier's Terms and Conditions set forth the Carrier's rights, responsibilities, and limitations of liability with respect to the transportation of Your parcel(s) and are hereby incorporated in full into this PSO. **The UPS Terms contain a MANDATORY BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER, which apply to any controversy or claim, whether at law or equity, arising out of or relating to provision of services by UPS, regardless of the date of accrual of such dispute, except for claims that may be filed in courts of limited jurisdiction such as small claims, justice of the peace, magistrate court, and similar courts with monetary limits on their jurisdictions over civil disputes.**

We are Your agent for receiving and forwarding Your parcel(s) to the Carrier. We are not the Carrier's agent. You agree that We will be deemed the shipper of Your parcel(s) with the Carrier and that You are not the shipper under the Carrier's Terms and Conditions. You therefore have no rights directly against the Carrier. Any rights You may have to recover damages or other compensation with respect to the transportation of Your parcel(s) (including for loss, damage, or the Carrier's failure to timely deliver) are limited to those rights described in the Carrier's Terms and Conditions or in this PSO. You agree that We, as the shipper of Your parcel(s), are solely entitled to any discounts or adjustments to the charges that We pay the Carrier for transporting Your parcel(s).

Except as expressly set forth in this PSO, We assume no liability for the delivery of Your parcel(s) or for loss or damage by any cause to the parcel(s) or their contents that occurs after We tender Your parcel(s) to the Carrier. The Carrier's driver may deliver Your parcel(s) without a signature unless You request a signature on delivery and pay any applicable charge. You agree that the Carrier is not liable for loss or damage occurring after delivery of Your parcel(s). You also agree to all terms and conditions in this PSO, including all terms and conditions related to Your participation in the optional Declared Value Program.

Any statement by Us regarding a probable date and (if applicable) time of delivery is only an estimate, and is not warranted in any manner. **We are not liable for any consequential, indirect, special, incidental or punitive damages, or any loss or damage resulting from delays in shipping or delivery. Our responsibility for damage to items caused by improper packing by Us is limited to any applicable Declared Value Program or other program that We may offer and for which You have paid any applicable charge.**

Limitations of Liability and Exceptions. Our liability and the Carrier's liability for loss or damage to Your parcel(s) is strictly limited to the amounts set forth in this PSO and the Carrier's Terms and Conditions (in the event of conflict, the Carrier's Terms and Conditions govern the Carrier's liability for loss or damage). Liability for loss or damage is limited to Your actual damages or $100 per parcel, whichever is less, unless You declare a higher value and pay the applicable charge for a higher authorized value (under the Declared Value Program). We and the Carrier are not liable or responsible for items of unusual value, precious metals, negotiable instruments, or items prohibited from shipment, or for which the Carrier's liability is excluded, under the Carrier's Terms and Conditions. Additional terms and conditions governing loss or damage claims can be found in the Carrier's Terms and Conditions.

Declared Value Program. UPS offers a declared value program providing declared value limits for loss or damage, subject to terms and conditions (including monetary limits) ("Declared Value Program"). The declared value product will be available only if You have complied with all terms and conditions of the applicable Declared Value Program. We surcharge the cost of this product. If You elect to participate in the Declared Value Program and You pay any applicable charge, We will declare value for Your eligible parcel(s) through the Carrier. You expressly acknowledge that the value of each parcel does not exceed the amount You declared as the "Declared Value". If You do not declare a Value, You agree that the value of each parcel does not exceed $100. If You do not declare a value above $100 and pay an additional charge for a parcel containing items of greater value than $100, You will not be entitled to recover more than $100 for loss or damage to the items in that parcel. The Carrier's terms and conditions, including monetary limits, for its Declared Value Program are located in the Carrier's Terms and Conditions.

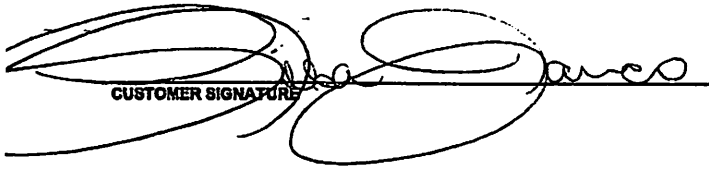
Claims Filed Through Us. If You or the consignee has a claim for loss or damage to Your parcel(s) under the Declared Value Program, You agree to make the claim through Us. If You make such claim through Us, We will submit a claim to the Carrier as the shipper of the parcels, and We will remit to You any recovery on the claim paid to Us by the Carrier for Your parcel(s). You expressly agree that We have no liability if any claim is denied or paid only in part by the Carrier or other declared value. In the event You make a Guaranteed Service Refund (GSR) request to UPS, You agree to provide to UPS (and hereby authorize Us to provide to UPS) Your name and address to be used by UPS to process the request.

Filing a Claim under the Declared Value Program. Any and all claims under any Declared Value Program must be in writing and received by Us within the Carrier's required time frame as set for in the Carrier's Terms and Conditions. Claims not made within the prescribed time frame are waived and will not be paid. For all damage claims, the original packaging materials must be made available for the Carrier's inspection prior to reshipment. All claims for loss or damage must be supported by the shipping documents, including but not limited to this PSO and a copy of the shipment receipt, and proof of the value of the lost or damaged items for any declaration of value over $100 .

Filing a UPS Guaranteed Service Refund (GSR) request. If UPS is the Carrier for Your parcel(s), if You believe any parcel is eligible for a refund under the UPS Service Guarantee as set forth in the UPS Terms, You must contact Us at the location that shipped the parcel(s) within 15 calendar days of the date of scheduled delivery. If You do not contact Us within the prescribed time frame, any claim to a refund under the UPS Service Guarantee is waived and will not be paid.

We are an independently owned and operated franchise of The UPS Store, Inc. and solely responsible for all aspects of Our operations. We are the exclusive employer of all employees of Our business. You acknowledge and agree that The UPS Store, Inc. is not liable for any of Our acts or omissions and is not the employer or joint employer of the employees of Our business. This PSO constitutes the entire agreement between You and Us, and supersedes all prior, subsequent and contemporaneous agreements, understandings, and representations, written or oral, relating to the subject matter hereof.

By signing below, You acknowledge that (i) You confirm the Ship to Address is accurate for each parcel (ii) You confirm the Declared Value for each parcel, if any, is correct (iii) You have read and reviewed the terms and conditions described above in their entirety, (iv) You agree to be bound by all such terms and conditions, and (v) by so signing, this PSO constitutes binding and enforceable obligations of You. YOU FURTHER ACKNOWLEDGE AND AGREE that, except as expressly set forth in the UPS Terms, any claims against Us or UPS (including its affiliates) arising out of or relating to provision of service by UPS are subject to individual, mandatory binding arbitration, as set forth in the UPS Terms available at www.ups.com/terms.



CUSTOMER SIGNATURE

Sat 2 Nov 2019

TRANSACTION DATE

To all concerned the FBI of Lancaster and the CFPB and the Los Angeles Consumer financial Mortgage fraud unit has asked me to contact you the Los Angeles District Attorney's Office and the White collar Crime Unit for you to Investigate Di-Tech LLC. For Grand Theft, Embezzlement of Government funding for the Blind , Elderly and Disabled a Federal and State RUN Program issued by the State Controller's Office to help Disabled and Blind citizen's pay for their Property Taxes and in return the citizen's pay back said monies with 7% APR. They also want you to Investigate Di-Tech for Mortgage fraud and other Criminal Acts. They were funneling my timely Mortgage payments into my Impounds along with other money's and then into their pockets. In doing so they would create erroneous late fees and other charges. Ehen I found out what they were doing I called Nickolas in the Tax Department and He said that Di-Tech would be sending me a check with the State of Ca. Fund along with an Escrow analysis in November of 2017. When the Government Funds and the Escrow Analysis did not arrive with the excess Impounds I turned them into the CFPB. When I did that in retaliation they then sent me a statement stating I owed them 14,000.00 to intentionally commit Fraud they also kept insisting I needed a Mortgage Modification and this document would replace my first Deed and give them legally rights to keep any monies owed to me . I complain to Government agencies and at first they said they had a right to keep the State Funding due to me having an automatic Homestead than it changed to they had the right to keep said monies due to me being disabled. When the Fraud Investigator asked Di-Tech for the 2017 Escrow analysis they refused to give it to her Mrs. Chelo and said they had lost it. They also refused to tell her why they were still keeping the CSE Ins. Monies and refused to tell her how much it was. In researching my home of 30 years they Di-Tech found out I had 65% of my house paid off and a lot of Equity and said I was magically approved for this modification I did not want or need. They dropped 20,000 into my Impounds and sent the Fraud Investigator the bill for 43,000.00 after they had filed for Chapter 11 in another State New York southern District case #19-10412 JLG. They have Approx. % 50 open cases on the desk of the Los Angeles Fraud Unit's Desk. With the current Los Angeles epic homeless crisis if you want to know why the numbers tripled this is why. I am asking to press Criminal and Civil Charges against Di-Tech and I hope all the other victim's get recourse to. If we cannot trust that our Mortgage servicer to be honest there is no American dream. See all attached Documentation that I have provided you. I also have documentation from a Federal Lawsuit that involved Di-Tech and Green-Tree where they were convicted of wrong doing /the same thing and I will provide that Federal Case # and Documentation. I also have in my possession Government Documents saying I was not late. Di-Tech had over 1800 complaints or more to the CFPB. This is criminal behavior and needs to be stopped they targeted the seniors and Blind citizens of Los Angeles Count and fled to New York to file for re-Organization. Please forward a copy to Mayor Garcetti so he can get this into eyes of Congress.

Dear Tara Twomey Claims Trustee / Consumer Rep Di- Tech Holding Consumer Creditor Recovery Trust. As you are aware during the Pre-Trial Hearing of the Adversary Proceeding Case # AP 20-01051 (JLG) March 25, 2021. JANCO VS. Di-TECH LLC. in The UNITED STATES BANKRUPTCY COURT at the hearing; The Honorable James Garrity JR. asked Mr. David Hill and yourself (Mrs. Tara Twomey) to reach out to me (Lisa Janco) To explain the Language and now I need more clarification on the language you were trying to convey weather it was due to my disability or the fact that I was confused on the information. I attempt calling the phone number that you gave to me (Lisa Janco) and have a hard time with response after leaving messages due to you either being away from your desk or just being busy. So maybe emailing is best for both of us. You kindly said that I could check on the status of your investigation. The first conversation that we had after our appearance before The Honorable Judge Garrity was questions about where Di-Tech put the State of California funding for the blind. The Escrow analysis for July 2017 which is where Di-Tech claimed to put the monies. Why there was thousands of dollars being put into my impounds and what was the amount given back from the impounds after the sale of the house and did they give me the correct amount from the impounds. We also talked about the claims of Larceny , fraud and embezzlement of the State of California funding for the blind. You stated that you needed to reach out to certain people from Di-Tech which you were still in contact with and investigate weather fraud did occur along with Larceny. The last conversation we had you said that the claims are paid out on pro Rata can you explain this and you said that a lot of Corporations have fraud involved and still get the bankruptcy signed off. When we talked about Di-Tech fixing my credit and also paying back the State of California with interest you said I would be paying the State of California back can you please clarify this statement further. I also Amended the amount of the proof of Claim # (2585) which was filed as an Administration claim which David Hill said was the correct way to file it. $110,000.00 was State of California Funding interest at 7% interest which is what the State of California is owed until the funds are paid back so the amount is of course going to change, plus should be classified as a Priority claim due to the funds being State of California. I did not change the priority of the first claim and Mr. David Hill stated that you were the Creditor Trustee that you have helped creditors a lot and would state how the claims are classified is this correct? Di-Tech is still in possession of the CSE monies which also should have interest applied for as long as they have kept it, fee's that Di-Tech LLC fraudulently charged me. The House was worth $ 650,000.00 Blind equipped and the housing cost are increasing rapidly Mr. Hill stated all of the ADA laws and rights were still in play and the proof of claim route is faster and damages were still in play. The claim (2916) should be classified as part priority and administrative which is what Mr. Hill stated you would help with. I look forward to the update and clarity as soon as you are able. I sent it to the Address along with a proof of Service that Mr. David Hill provided to me (Lisa Janco) Tara Twomey PO Box 1607 Blue Bell, PA, 19422. My Information if you do not have it. Phone # (661) 409-8892. Email:[redacted]. Address: 9020 West Ave J #2. Lancaster, Claim # (2585) (2916) Pending a hearing. Please reach out to me (Lisa Janco) as soon as possible and I look forward to hearing from you. Sincerely Lisa Janco. July 28, 2021. Cc: Mr. David Hill, Weil, Gotshal & Manges LLP

JENNER & BLOCK LLP
919 Third Avenue
New York, NY 10022
Telephone: (212) 891-1600
Facsimile: (212) 891-1699
Richard Levin
rlevin@jenner.com

Attorneys for the Consumer Claims Trustee

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re :	Chapter 11
DITECH HOLDING CORPORATION, et al.,	Case No. 19-10412 (JLG)
Wind Down Estates.[1]	(Jointly Administered)

CONSUMER CLAIM TRUSTEE'S FIFTIETH OMNIBUS OBJECTION TO PROOFS OF CLAIM (DUPLICATE OR AMENDED UNSECURED CONSUMER CREDITOR CLAIMS)

[1] The Wind Down Estates, along with the last four digits of each of their federal tax identification number, as applicable, are Ditech Holding Corporation (0486); DF Insurance Agency LLC (6918); Ditech Financial LLC (5868); Green Tree Credit LLC (5864); Green Tree Credit Solutions LLC (1565); Green Tree Insurance Agency of Nevada, Inc. (7331); Green Tree Investment Holdings III LLC (1008); Green Tree Servicing Corp. (3552); Marix Servicing LLC (6101); Walter Management Holding Company LLC (9818); and Walter Reverse Acquisition LLC (8837). The Wind Down Estates' principal offices are located at 2600 South Shore Blvd., Suite 300, League City, TX 77573.

The Consumer Claims Trustee ("Trustee"), on behalf of the Consumer Creditor Recovery Trust ("Trust") established under the confirmed Plan respectfully represents as follows in support of this omnibus objection (the "Objection"):

BACKGROUND

1. On February 11, 2019, Ditech Holding Corporation and certain of its affiliates (collectively, the "Debtors") each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code. The chapter 11 cases are being jointly administered for procedural purposes only under Rule 1015(b) of the Federal Rules of Bankruptcy Procedure. On September 26, 2019, the Court confirmed the Third Amended Plan, under which the Debtors sold their forward and reverse mortgage businesses to the Forward Buyer and Reverse Buyer, respectively. The Effective Date of the Third Amended Plan occurred on September 30, 2019. See Notice of (I) Entry of Order Confirming Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation

BETTY T. YEE
California State Controller

MAY 23, 2018

PTP Mailing Address
LISA JANCO
42103 CAPISTRANO PLACE
LANCASTER CA 93536

Property Location:
42103 CAPISTRANO PLACE
LANCASTER CA 93536
County: LOS ANGELES
APN: 3204-046-001

ANNUAL STATEMENT OF POSTPONED PROPERTY TAXES

Dear Claimant:

This annual statement is meant to provide information on your Property Tax Postponement (PTP) account. **It is not a bill.** This statement reflects the accumulated balance of your PTP account as of the date indicated. The total balance may not reflect recent payments made to your account.

As of date	Principal	Interest	Recording Fee	Balance
05/01/2018	$ 5,883.80	$ [illegible]	$ 8.00	$ 6,794.97

No payment is required at this time, but you may make full or partial payments on your account at any time. If you wish to make a payment, please make your check payable to the State Controller's Office and mail it to Departmental Accounting Office – PTP, P.O. Box 942850, Sacramento, California 94250-0001. Your PTP account balance will become due and payable in full if the account holder does one or more of the following:

1. Moves from the property on which the taxes were postponed.
2. Sells the property on which the taxes were postponed.
3. Dies or changes title.
4. Allows a senior lien to become delinquent.
5. Refinances the residential dwelling.
6. Elects to participate in a reverse mortgage program.

The property tax lien will remain in full force and effect on your property until your account is paid in full.

Applications for the 2018-19 tax year will be available in September 2018. Applications may be submitted between October 1, 2018, and February 10, 2019. Please visit our website at https://sco.ca.gov/public_services.html for further information, or call toll free (800) 952-5661.

Local Government Programs and Services Division
Property Tax Postponement Program
P.O. Box 942850, Sacramento, CA 94250-0001
postponement@sco.ca.gov

P- 745

PRELIMINARY

ditech.

Ditech Financial LLC
1100 Virginia Drive, Suite 100A
Fort Washington, PA 19034
T 651.293.4800
F 651.293.5818
ditech.com

July 30, 2019

Lisa Janco
Via the CFPB Portal
42103 Capistrano Place
Lancaster, CA 93536-7316

Re: "CFPB" Case Number: 190703-4199625
"Ditech" Account Number: 32757411

Dear Ms. Janco:

This letter responds to the supplemental complaint you filed with the CFPB regarding your escrow account. Our records show we previously provided you with an explanation as to the funds we received from the State of California and how your monthly escrow deposits were determined (see enclosed January 30, 2018 and July 23, 2018 responses).

In response to your concern regarding the property tax refunds from the State of California, as previously mentioned, we received refunds of our November 28, 2016 disbursement of $1,941.66 and our March 23, 2017 disbursement of $1,941.65. Both of these refunds were deposited back into your escrow account upon receipt on July 8, 2017. Ditech did not keep these funds. I am enclosing an escrow transaction history to show the activity in your escrow account during the time we serviced your account from February 1, 2013 until you paid it off on July 16, 2019.

In response to your concern we overcharged you $550.00 a month with your monthly mortgage payments, I am enclosing copies of the analyses we performed on your escrow account during the time we serviced it to show the fluctuations in your monthly payment amount. Please note that I am unable to locate an instance where you had $15,000.00 to $20,000.00 in your escrow account (see enclosed escrow transaction history).

In response to your allegation we refused to give you an analysis in 2018, our records show analyses were performed March 7, 2018 and December 17, 2018 (copies enclosed).

In response to your concern regarding an escrow analysis run in 2017, our records show your 2016 analysis ran on July 21, 2016. The next scheduled analysis was scheduled to run in July 2017, but due to the delinquent status, an analysis was not mailed to you. We apologize for any misunderstanding.

In response to your concern regarding the foreclosure action, our records show your account was referred to foreclosure on April 6, 2018 due to the delinquent status. At the time of the foreclosure referral, the account was showing approximately 279 days past due for the July 1, 2017 payment.

On July 16, 2019, our records show you paid off this account, and the account is now closed (see enclosed July 23, 2019 correspondence).

If you have any further questions or concerns for us during the time we serviced this account, you may contact Ditech's Customer Service Department toll-free at (800) 643-0202,

Monday through Friday between 8 a.m. and 9 p.m., or Saturday between 8 a.m. and 5 p.m. Eastern Time.

Sincerely,

Mary Grover
Paralegal

Enclosures

cc: CFPB via Portal

cfpb Consumer Financial Protection Bureau

August 13, 2019

Lisa Janco
42103 Capistrano Pl
Lancaster, California 93536-7316

Consumer Financial Protection Bureau

Summary of complaint submitted

190703-4199625

CLOSED

Submitted

STATUS

Submitted to the CFPB on 7/3/2019

PRODUCT

Mortgage

ISSUE

Trouble during payment process

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

I applied for a program that was for the disabled elderly and the blind, with State of California. I was approved for this and Ditech kept the money. I want to know why they feel they are legally able to keep the money. They over charge me $550.00 a month on my mortgage payment and when I finally did get the escrow analysis they had $15,000.00 in my escrow. Now their refusing to give me an escrow analysis for 2018. Ditech has dropped $15,000 to $20,000 into my impound account and I want to know why. Then they billed me withing 30 days $37,000 and there still $12.000 in my impound that goes against the real estate act, the impound laws and the RESPA Act. They failed to give me the 2017 escrow

analysis even though i asked over and over again. They also failed to give it to the Los Angels Business Affairs, and the counselors name is Chelo. She asked them for an explanation and they pulled my house off of the illegal auction but now they put it back on.

ATTACHMENTS

190703-4199625 - Customer Entry.pdf (145.4 KB)

What product or service is your complaint about?

PRODUCT OR SERVICE

Mortgage

TYPE

Conventional home mortgage

What type of problem are you having?

ISSUE

Trouble during payment process

CONCERNED ABOUT FORECLOSURE?

Yes

PAID COMPANY TO AVOID FORECLOSURE?

No

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

MISSED PAYMENTS?

No

What happened?

I applied for a program that was for the disabled elderly and the blind, with State of California. I was approved for this and Ditech kept the money. I want to know why they feel they are legally able to keep the money. They over charge me $550.00 a month on my mortgage payment and when I finally did get the escrow analysis they had $15,000.00 in my escrow. Now their refusing to give me an escrow analysis for 2018. Ditech has dropped $15,000 to $20,000 into my impound account and I want to know why. Then they billed me withing 30 days $37,000 and there still $12.000 in my impound that goes against the real estate act, the impound laws and the RESPA Act. They failed to give me the 2017 escrow analysis even though i asked over and over again. They also failed to give it to the Los Angels Business Affairs, and the counselors name is Chelo. She asked them for an explanation and they pulled my house off of the illegal auction but now they put it back on.

☐ **I want the CFPB to publish this description on consumerfinance.gov so that others can learn from my experience.**

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

What would be a fair resolution to this issue?

My desired resolution is for them to fix the errors they have made and explain why.

1 attachment

View uploaded documents by clicking on the file name

190703-4199625 - Customer Entry.pdf (145.4 KB)

What company is this complaint about?

COMPANY INFORMATION

DITECH

LOAN NUMBER

0032757411

What people are involved?

YOUR CONTACT INFORMATION

Lisa Janco

ljanco@avc.edu
(661) 540-3466

42103 Capistrano Pl
Lancaster, California 93536-7316
United States

MORTGAGE ADDRESS SAME AS MAILING ADDRESS

No

MORTGAGE ADDRESS

,

Sent to company

STATUS

Sent to company on 7/3/2019

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

Company still working

STATUS

Company response is in progress as of 7/16/2019

The company has responded that it is still working on your issue

In some cases, companies need more time to respond. You should receive a final response within 60 days from the date we sent your complaint to the company.

COMPANY'S INTERIM RESPONSE

Ditech is still investigating the issues presented in this complaint. Please note that we have stopped collection activity, if applicable, while we complete our investigation.

Company responded

STATUS

Company responded on 7/30/2019

RESPONSE TYPE

Closed with explanation

Company's Response

July 30, 2019 Lisa Janco Via the CFPB Portal 42103 Capistrano Place Lancaster, CA 93536-7316 Re: "CFPB" Case Number: 190703-4199625 "Ditech" Account Number: 32757411 Dear Ms. Janco: This letter responds to the supplemental complaint you filed with the CFPB regarding your escrow account. Our records show we previously provided you with an explanation as to the funds we received from the State of California and how your monthly escrow deposits were determined (see enclosed January 30, 2018 and July 23, 2018 responses). In response to your concern regarding the property tax refunds from the State of California, as previously mentioned, we received refunds of our November 28, 2016 disbursement of $1,941.66 and our March 23, 2017 disbursement of $1,941.65. Both of these refunds were deposited back into your escrow account upon receipt on July 8, 2017. Ditech did not keep these funds. I am enclosing an escrow transaction history to show the activity in your escrow account during the time we serviced your account from February 1, 2013 until you paid it off on July 16, 2019. In response to your concern we overcharged you $550.00 a month with your monthly mortgage payments, I am enclosing copies of the analyses we performed on your escrow account during the time we serviced it to show the

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ATTACHMENTS

Janco enclosures.pdf (1.3 MB)

Janco response.pdf (53.6 KB)

Feedback requested

STATUS

Feedback requested on 7/30/2019

FEEDBACK DUE

9/28/2019

Provide feedback about the company's response

We welcome your feedback on how the company responded to your complaint. You will have 60 days from when the company responded to share your feedback. The CFPB will share your feedback responses with the company and use the information to help the CFPB's work with consumer complaints.

Submit your feedback

Closed

The CFPB has closed your complaint.

Privacy Act Statement

OMB #3170-0011

Have a question? ¿Preguntas?

(855) 411-2372

An official website of the United States Government

Consumer Financial Protection Bureau

ummary of complaint submitted

190703-4199625

CLOSED

Submitted

STATUS

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PRODUCT

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ISSUE

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We will review your complaint. Depending on what we find, we will typically:

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- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

I applied for a program that was for the disabled elderly and the blind, with State of California. I was approved for this and Ditech kept the money. I want to know why they feel they are legally able to keep the money. They over charge me $550.00 a month on my mortgage payment and when I finally did get the escrow analysis they had $15,000.00 in my escrow. Now their refusing to give me an escrow analysis for 2018. Ditech has dropped $15,000 to $20,000 into my impound account and I want to know why. Then they billed me withing 30 days $37,000 and there still $12.000 in my impound that goes against the real estate act, the impound laws and the RESPA Act. They failed to give me the 2017 escrow

Filed 9-20-2020

Due to the nationwide impacts of the coronavirus (COVID-19), it may take us longer than usual to answer your call.

Filed 7-16-2019
Filed 12-13-2017
Filed 2018

We are still processing complaints and you can check the status of an existing complaint online.

Consumer Financial Protection Bureau (https://www.consumerfinance.gov/)

Submit a complaint / Complaint filed

Your complaint

Complaint Number 200926-5510473

Step 1

What product or service is your complaint about?

PRODUCT OR SERVICE

Mortgage

TYPE

Conventional home mortgage

Step 2

What type of problem are you having?

ISSUE

Trouble during payment process

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

Step 3

What happened?

I am elderly and legally Blind I need help from you Di- Tech LLC. has been committing Mortgage Fraud and other Criminal activities and I need help going after them to get my stolen equity and State Funding for the blind elderly and disabled. Di-Tech violated the Respa Laws, Real Estate Act , Fair Trade Act, Fair Credit reporting act. Impound Laws , Housing laws with discrimination, my civil rights were violated from them banning me from a Government Program that I was approved for and stole the monies, They lied on purpose to get me kicked off the Property Tax Postponement Program. ADA Laws which are very strict admitted in writing to putting correspondence in Micro font. ADA law states you must have a way to accommodate any person with a disability before you open for business not after you defraud them out of there house. When you Intentionally and with Malice harm or deceive or fraud a blind person the Compensatory and Punitive damages are 4 times the amount for each law you have broken, Mocking a blind person by blowing up certain documents to 2000 font and the auction and foreclose notices Ditech was moving funds all around and comingling funds is not allowed. Di-Tech was purposely marking me late but they did not realize that Freddie Mac was also keeping tract on my Mortgage payments see enclosed documents that state Satisfied. They also were not aware that I possessed the check from the Federal Lawsuit that your other client was referring to within a couple months Di-Tech was funneling my Mortgage payments. They had kept the monies from Dec 2016 all the way until now while the State of California wants there money plus 7% interest. Embezzling Gov Funding is a Federal Felony especially when the state tells them to give it back I also asked for the monies back They also stole the CSE Insurance money which would not give the amount to the Los Angeles Consumer and Business affairs. Help us fight against elder abuse for financial we cannot afford attorneys. Di-Tech committed Mortgage Fraud all over the states and ran to the Bankruptcy court of New York. Case #19-10412. This is Consumer Fraud at it's finest and they need to be stopped There is supposed to be a Task force against Consumer Fraud and Market Integrity. 3 months after the CFPB sued Greentree LLc in a federal lawsuit they started funneling on time payments to impounds and other areas. The victims are many and the government should have never allowed this to happen over and over again. The victims are trying to fight them in New Yorks Bankruptcy Court and the NY Attorney General is suing them in the Southern District of New York. Their victims with Di-Tech and RMS solutions are mostly 81 years old the laws should protect from companies who prey on elderly dis abled and blind from Fraud and elder abuse for financial.

☑ **I want the CFPB to publish this description on consumerfinance.gov so that others can learn from my experience.**

the program) for qualifying individuals and in qualifying amounts. In June 2017, the county refunded payments made by Ditech for the 12/1/16 payment ($1941.66) and the 4/1/2017 payment ($1941.65). These amounts were credited back to your escrow account. I assume that these funds were refunded to Ditech because the State also paid the taxes for those periods. However, I do not see any additional possible duplicate payments based on Ditech's records. Because funds under the program are disbursed directly to the county, Ditech does not have any information on the specific payments that were made by the State on your behalf. In order to determine whether there are any duplicate payments for taxes, I would need something showing the amounts disbursed by the State to the county on your behalf and the time periods that the payments covered. I do not see such information filed in the court records. Please let me know if you can provide me with this information.

Finally, you asked about insurance proceeds. According to Ditech's records, it received $14,897.79 in insurance proceeds, and it made two disbursements in the amount of $14,152.90 and $744.89. Both disbursement checks were cashed. I have included copies of the check from the insurance company as well as the two disbursements.

With best regards,

Tara Twomey

Claims Trustee/Consumer Rep

Ditech Holding Corp Consumer

Creditor Recovery Trust

ttwomey@ditech-settlement.com

Dear Tara Twomey/Claims Trustee/Consumer Rep/DI-TECH HOLDING CORPORATION CASE # 19-10412. I would please like an update on the amended Proof of Claim I filed as an Administrative Priority claim? I was also wondering if DI-TECH has provided the Escrow analysis for July 01, 2017and the amounts that were in the Impounds July 01, 2017? I would like the Information of the CSE INSURANCE monies and the $ Amount with Interests account summary. I would like to know if you have asked or may have documentation of where the Impound money went. The statement showed $ 13,981.41 but Chelo, the LA investigator where the final check was sent, was for $744.89. I was using the State of Ca. PPT Program from 2016-2019 tax years. on what and where was the Ca. money spent on or put. Please advise an update as soon as possible where you are at in the Investigation. Do

3 Attachments

Thank you,

Attachments area

Lisa Janco <ljanco@avc.edu> Thu, Aug 19, 6:40 PM

to ditech

Dear Tara Twomey all the evidence to this case is filed into the court and sent to The Attorney's Mr. David Hill. Thank you sincerely Lisa Janco. August 19, 2019.

ditech settlement Mon, Aug 23, 11:42 AM (13 days ago)

to me

Dear Ms. Janco,

I am in receipt of your email. Below is an update.

First, you indicated that you filed an amended proof of claim as an "administrative priority" claim. As noted in my prior email your original claim (#2585) was filed as an administrative claim, however the amended claim (#2916) was filed as an unsecured claim, and not as an administrative claim or a priority claim.

Also, as indicated in my previous email, it appears that the state was paid in full in 2019, and that no further funds are due to the state. I sent you a copy of the lien release along with my prior email. You have asserted in your claim and in our conversations that amounts remain outstanding to the State of California. If you have information indicating that amounts remain outstanding, please provide me with that information. I do not see anything filed with the court that reflects those amounts remain outstanding to the State of California.

As to the tax disbursement issue. I can see that Ditech disbursed certain property taxes in the time period that you indicated that you were using the State program. Under the State program, funds for postponed property taxes would have been disbursed directly from the State to the County taxing authority (funds are not disbursed to the mortgage servicer under

to ditech

The State of Ca must be paid back in full and a criminal investigation is being done DI-TECH was under investigation in LA County for serious Mortgage fraud and EMBEZZLEMENT of Government Money is Federal Felony in the State of Ca. You can not commit crimes run to New York come back to Ca.and commit an illegal Foreclosure the Attorney General of Ca. has the complaint these are serious crimes BANKRUPTCY Law does not wipe away. Tara you filed the claim #2916 as unsecured and no you cannot pay pennies on the dollar for CA State Funding for the Blind that Di-Tech stole and used in a manner which It was not intended Di-Tech confessed to basically a Federal Felony in the State of Ca. Violations of the Federal ADA laws and Civil right laws and the Unruh Act don't become null and void in Bankruptcy. The BANKRUPTCY laws are clear you may not commit a Federal Felony in Ca.run to New York file for BANKRUPTCY while you are under investigation for the worst Mortgage Fraud the LA investigator has ever seen in 26 years. Come back to Ca. and commit another crime of illegal foreclosure and putting thousands in impounds and the final check goes straight to the investigators desk. Di- Tech acted with Malicious intent to cause harm to my family and these are serious crimes in Ca.

Sincerely LISA JANCO

ditech settlement **Thu, Aug 19, 9:59 AM**

to me

Dear Ms. Janco,

I am investigating your claim and trying to determine why you believe amounts remain outstanding to the State of California. It appears that several years ago Ditech paid the amount due to the state and the lien was subsequently released by the State. I understand that your claim relates to funds that you believe are still owed to the State of California related to the Postponed Property Tax Program. However, it is unclear to me why you believe that there are still amounts owing with respect to the program. If you have something showing amounts remain due and owing to the state, can you please provide that information to me. I have attached the lien release from the State for your review.

Please advise.

ditech settlement <ttwomey@ditech-settlement.com> **Tue, Aug 17, 6:04 PM**

to me

Dear Ms. Janco,

I am in receipt of your email regarding your claim. I understand that you originally filed claim #2585 in the amount of $100,000. In that claim, you asserted that your claim had administrative status. You subsequently filed claim #2916, which amends and replaces #2585. Claim #2916 asserts an unsecured claim in the amount of $659,950.

To the extent that you have a valid legal claim against Ditech (which we are still reviewing), my position is that such a claim would be an unsecured consumer creditor claim, and not an administrative or priority claim.

As to the pro rata distribution--if the total amount of allowed claims exceeds the total amount of funds available to distribute, then the funds are distributed on a "pro rata basis". For example, if there were $2 million in total allowed claims and we had $1 million to distribute, then each claim would pay out 50¢ per dollar. To further the example, in the situation above, if the claimant had an allowed claim for $50, he or she would actually receive only $25. Pro rata distributions to unsecured creditors are common in the bankruptcy situation.

In this claims process, you are the claimant, not the State of California. Therefore, to the extent that you have a valid claim, any distribution would be paid directly to you.

With best regards,

Tara Twomey

Claims Trustee/Consumer Rep

Ditech Holding Corp Consumer

Creditor Recovery Trust

ttwomey@ditech-settlement.com

Lisa Janco <ljanco@avc.edu> **Thu, Aug 19, 1:11 AM**

the Dis-abled, and Blind to help their citizens. The AG of Ca. also looks into Civil rights violations and ADA Laws basically anything that would hurt California Citizens. If the classification is not changed to priority unsecured with administration expense in the right format. I will file for a motion to re- Classify the State of California funding Property Tax. Di-Tech knew they received it and it has been 6 years Di-Tech could have returned the funding to the State of California or myself at any time. Also my rights to use the Ca. funding for the blind was my civil right. I sent A Hard Copy with Proof of Service to the Address along with a proof of Service that Mr. David Hill provided to me (Lisa Janco) to Tara Twomey PO Box 1607 Blue Bell, PA, 19422. My Information if you do not have it. Phone # (661) 409-8892. Email:ljanco@avc.edu. Address: 9020 West Ave J #2. Lancaster, Claim # (2585) (2916) Pending a hearing. Please reach out to me (Lisa Janco) as soon as possible and I look forward to hearing from you
. Sincerely Lisa Janco. July 28, 2021

. Cc: Mr. David Hill, Weil, Gotshal & Manges LLP. A Hard copy has been sent to Mr. Hill as Well

Dear Tara Twomey Claims Trustee / Consumer Rep Di- Tech Holding Consumer Creditor Recovery Trust. As you are aware during the Pre-Trial Hearing of the Adversary Proceeding Case # AP 20-01051 (JLG) March 25, 2021. JANCO VS. Di-TECH LLC. in The UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK; at the hearing; The Honorable James Garrity JR. asked Mr. David Hill and yourself (Mrs. Tara Twomey) to reach out to me (Lisa Janco) To explain the Language and now I need more clarification on the language you were trying to convey weather it was due to my disability or the fact that I was confused on the information. I attempt calling the phone number that you gave to me (Lisa Janco) and have a hard time with response after leaving messages due to you either being away from your desk or just being busy. So maybe emailing is best for both of us. You kindly said that I could check on the status of your investigation. The first conversation that we had after our appearance before The Honorable Judge Garrity was questions about where Di-Tech put the State of California funding for the blind. The Escrow analysis for July 2017 which is where Di-Tech claimed to put the monies. Why there was thousands of dollars being put into my impounds and what was the amount given back from the impounds after the sale of the house and did they give me the correct amount of money which was Approx. $ 13,000.00 from the impounds. We also talked about the claims of Larceny , fraud and embezzlement of the State of California funding for the blind. You stated that you needed to reach out to certain people from Di-Tech which you were still in contact with and investigate weather fraud did occur along with Larceny. The last conversation we had you said that the claims are paid out on pro Rata can you explain this and you said that a lot of Corporations have fraud involved and still get the bankruptcy signed off. When we talked about Di-Tech fixing my credit and also paying back the State of California with interest you said I would be paying the State of California back can you please clarify this statement further. I also Amended the amount of the proof of Claim # (2585) which was filed as an Administration claim which David Hill said was the correct way to file it. $110,000.00. State of California Funding interest at 7% interest which is what the State of California is owed until the funds are paid back. The amount is of course going to change, Under Bankruptcy code - 11U.S.C.(A)(8) Taxes or penalties owed to Governmental Units should be classified as a Priority claim due to the funds being State of California Property Tax Program I did not change the priority of the first claim, Mr. David Hill stated that you were the Creditor Trustee that you have helped creditors a lot and would state how the claims are classified and by which classification According to the EPIC document I receipt. Please review the Document to see if the information is right the classification is wrong.ved in late July 2021. The document stated ACKNOWLEMENT OF PROOF OF CLAIM. Di-Tech is still in possession of the CSE monies which also should have interest applied for as long as they have kept it, fee's that Di-Tech LLC fraudulently charged me. The House was worth $ 650,000.00 Blind equipped and the housing cost are increasing rapidly Mr. Hill stated all of the ADA laws and rights were still in play and the proof of claim route is faster and damages were still in play. The claim (2916) should be classified as part priority and administrative which is what Mr. Hill stated you would help like you have helped other creditors. I look forward to the update and clarity as soon as you are able. The State of California Disabilities Rights Advocates have forwarded all my paperwork to the Attorney General of California due to it being a California Fund for

BETTY T. YEE

California State Controller

March 14, 2017

LISAJANCO
42103 CAPISTRANO PLACE
LANCASTER, CA 93536

Re: Approval of J.>property Tax Postponement Applicatio n - SCO Account# 1001167 Dear

Lisa Janco:

Your 2016-17 Property Tax Postponement (PTP) application has been approved. The State Controller's Office will make a payment of $3,883.31 for the current year property taxes, directly to the Los Angeles County Tax Collector's Office, on your behalf, before June 30. When the county receives payment, it must waive any penalties or interest related to amounts approved for postponement. A lien will be filed against your property for the above amount. The current rate of interest for property taxes postponed in the 2016-17 fiscal year is 7% per annum. Interest is computed on the postponed taxes monthly on a simple interest basis, and is added to the amount of the postponement lien until payment is made in full to the State Controller's Office.

The following information replaces page 6 of the 2016-17 Fiscal Year Property Tax Postponement Application and Instructions regarding "Refund of Paid Property Taxes."If the county tax collector receives payment from a Property Tax Postponement (PTP) applicant or PTP applicant's lender before the application for the PTP Program is approved and the State Controller's Office (SCO) makes a payment, the duplicate property tax payment will be refunded to the PTP Program and applied to the claimant's account. If a PTP applicant or PTP applicant's lender makes a payment to the county tax collector after a PTP payment has been received from SCb, the duplicate payment will be refunded to whomever made the payment (applicant or applicant's lender).

Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
STREET ADDRESS 3301 C Street, Suite 760, Sacramento, CA 95816

2017-18 Fiscal Year

Property Tax Postponement Application and Instructions

For Senior, Blind, or Disabled Citizens

Filing Period: October 1, 2017 – February 10, 2018
Limited Funds
Approval on First-Come, First-Served Basis

Controller Betty T. Yee
California State Controller's Office

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
225 NORTH HILL STREET, ROOM 115
LOS ANGELES, CALIFORNIA 90012
TELEPHONE: (213) 974-2111 FAX: (213) 620-7948

JOSEPH KELLY
TREASURER AND TAX COLLECTOR

HOME PAGE
TTC.LACOUNTY.GOV

PROPERTY TAX PORTAL
LACOUNTYPROPERTYTAX.COM

September 24, 2015

IMPORTANT ANNOUNCEMENT

We are sending this announcement to you because our records show that either you have inquired about assistance with paying your property taxes, or you were a participant in the former Property Tax Postponement (PTP) Program.

On February 20, 2009, the State suspended the former program due to budget cuts, and on September 28, 2014, Governor Brown signed Assembly Bill 2231 for the new PTP program. This program will allow qualified senior citizens, or blind, or disabled persons with an annual household income of $35,000 or less, and 40 percent equity in their homes, to apply to defer payment of current year taxes on their principal residence.

You do not have to take any action at this time.

The State Controller's Office will begin accepting applications on September 1, 2016. The enclosed document shows the differences between the new and former programs.

The most significant change in the new PTP program is that it only pays for current year taxes beginning with the 2016-17 Fiscal Year taxes. If you have defaulted taxes from previous years, this program will not cover those taxes.

We will notify you when additional information on the status of the new PTP program becomes available. If you would prefer to receive emails regarding future updates on the program, please contact us via email at info@ttc.lacounty.gov and type "Postponement" in the subject line. For more information, you may visit the State Controller's website at sco.ca.gov/ardtax_prop_tax_postponement.html for more information, or call 1-800-952-5661.

ditech.
a Walter company

July 11, 2018

Ditech Financial LLC
PO Box 6172
Rapid City, SD 57709-6172
Phone: 1-800-643-0202
Fax: 1-866-870-9919
Ditech.com

LISA JANCO
42103 CAPISTRANO PL
LANCASTER, CA 93536

RE: Ditech Financial LLC ("Ditech")
Account Number: 32757411

Dear LISA JANCO:

Ditech is in the process of reviewing your written request on the above-referenced account. Our research has not concluded. The purpose of this letter is to notify you of our ongoing investigation in an effort to provide you with a resolution.

If you have any additional questions, please call us toll-free at 1-800-643-0202, Monday – Friday, 7:00 a.m. – 8:00 p.m. CST, or on Saturday, 7:00 a.m. – 1:00 p.m. CST. We are closed on Sundays.

Respectfully,

Ditech

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

2016-17 Fiscal Year

Property Tax Postponement Application and Instructions

For Senior, Blind, or Disabled Citizens

Filing Period: October 1, 2016 – February 10, 2017
Limited Funds
Approval on First Come, First Served Basis

Controller Betty T. Yee
California State Controller's Office

BETTY T. YEE

California State Controller

March 14, 2017

LISAJANCO
42103 CAPISTRANO PLACE
LANCASTER, CA 93536

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Lisa Janco:

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Local Government Programs and Services Division
MAILING ADDRESS P.O. Box 942850, Sacramento, CA 94250
STREET ADDRESS 3301 C Street, Suite 700, Sacramento, CA 95816

2016 **ANNUAL PROPERTY TAX INFORMATION STATEMENT** 2016

CITIES, COUNTY, SCHOOLS AND ALL OTHER TAXING AGENCIES IN LOS ANGELES COUNTY

SECURED PROPERTY TAX FOR FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017

JOSEPH KELLY, TREASURER AND TAX COLLECTOR

FOR ASSISTANCE CALL 1(213) 974-2111 OR 1(888) 807-2111, ON THE WEB AT lacountypropertytax.com

PROPERTY IDENTIFICATION
ASSESSOR'S ID.NO.: 3204 046 001 16 000

OWNER OF RECORD AS OF JANUARY 1, 2016
[illegible]

MAILING ADDRESS
[illegible]
JANCO,LISA
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

ELECTRONIC FUND TRANSFER (EFT) NUMBER
ID#:19 3204 046 001 9 YEAR:16 SEQUENCE:000 2
PIN: ATVWJJ

For **American Express, Mastercard and Visa** payments call 1(888) 473-0835 and have available the EFT number listed above. Service fees will be charged.

SPECIAL INFORMATION

Nolan

RTO cessing

PROPERTY LOCATION AND/OR PROPERTY DESCRIPTION
42103 CAPISTRANO PL LANCASTER
TR=31351 LOT 8

ASSESSOR'S REGIONAL OFFICE
REGION #A1 INDEX: TRA:10670
LANCASTER OFFICE
251 E AVE K-6
LANCASTER CA 93535
(661)940-6700

ACCT. NO.: 572 PRINT NO.: 728331 BILL ID.:IB

ASSESSOR'S ID. NO. 3204 046 001 16 000 CK 02

DETAIL OF TAXES DUE FOR 3204 046 001 16 000 02

AGENCY	AGENCY PHONE NO.	RATE		AMOUNT
GENERAL TAX LEVY				
[illegible]		1.000000	$	1,433.28
VOTED INDEBTEDNESS				
SPECIAL WATER		.070490	$	171.52
COMMNTY COLLEGE		.025602		62.30
HIGH SCHOOLS		.024737		60.19
ELEM SCHOOLS		.079289		192.93
DIRECT ASSESSMENTS				
WATER STANDBY 40	(626) 300-4683		$	10.00
ANTELOPE MOSQ AD	(661) 942-2917			7.59
LNCSTR SWR SYSTM	(661) 945-6809			78.00
LANDSCAPE DIST	(661) 945-6809			80.00
LIGHT MAINT DIST	(661) 945-6809			95.84
DRAINAGE ASSMT	(661) 945-6809			50.00
COUNTY PARK DIST	(213) 738-2983			8.28
CNTY SAN DIST 14	(562) 908-4288			476.00
TRAUMA/EMERG SRV	(866) 587-7862			92.30
LA CO FIRE DEPT	(323) 881-6151			65.08

INFORMATION ONLY

TOTAL TAXES DUE		**$3,883.31**
FIRST INSTALLMENT TAXES	**DUE NOV. 1, 2016**	**$1,941.66**
SECOND INSTALLMENT TAXES	**DUE FEB. 1, 2017**	**$1,941.65**

VALUATION INFORMATION

ROLL YEAR 16-17	CURRENT ASSESSED VALUE	TAXABLE VALUE
LAND	45,395	45,395
IMPROVEMENTS	204,933	204,933
TOTAL		250,328
LESS EXEMPTION: HOME		7,000
NET TAXABLE VALUE		243,328

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

INFORMATION ONLY

2016

JANCO,LISA
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

ASSESSOR'S ID. NO. CK PK
3204 046 001 16 000 02 2

2ND INSTALLMENT DUE $1,941.65

INDICATE AMOUNT PAID

PLEASE USE THIS FOR PAYMENT, ONLY IF YOUR TAXES ARE NOT PAID BY YOUR LENDER/MORTGAGE COMPANY.

PAYMENT DUE 02/01/17 ----------> IF NOT RECEIVED OR POSTMARKED BY 04/10/17
REMIT AMOUNT OF $2,145.81

MAKE PAYMENT PAYABLE TO:
Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

52080

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

17516000232040460010000194165000021458108020410

2ND

BETTY T. YEE
California State Controller

MAY 23, 2018

PTP Mailing Address
LISA JANCO
42103 CAPISTRANO PLACE
LANCASTER CA 93536

Property Location:
42103 CAPISTRANO PLACE
LANCASTER CA 93536
County: LOS ANGELES
APN: 3204-046-001

ANNUAL STATEMENT OF POSTPONED PROPERTY TAXES

Dear Claimant:

This annual statement is meant to provide information on your Property Tax Postponement (PTP) account. **It is not a bill.** This statement reflects the accumulated balance of your PTP account as of the date indicated. The total balance may not reflect recent payments made to your account.

As of date	Principal	Interest	Recording Fee	Balance
05/01/2018	$ 5,883.80	$ 903.17	$ 8.00	$ 6,794.97

No payment is required at this time, but you may make full or partial payments on your account at any time. If you wish to make a payment, please make your check payable to the State Controller's Office and mail it to Departmental Accounting Office – PTP, P.O. Box 942850, Sacramento, California 94250-0001. Your PTP account balance will become due and payable in full if the account holder does one or more of the following:

1. Moves from the property on which the taxes were postponed.
2. Sells the property on which the taxes were postponed.
3. Dies or changes title.
4. Allows a senior lien to become delinquent.
5. Refinances the residential dwelling.
6. Elects to participate in a reverse mortgage program.

The property tax lien will remain in full force and effect on your property until your account is paid in full.

Applications for the 2018-19 tax year will be available in September 2018. Applications may be submitted between October 1, 2018, and February 10, 2019. Please visit our website at https://sco.ca.gov/public_services.html for further information, or call toll free (800) 952-5661.

Local Government Programs and Services Division
Property Tax Postponement Program
P.O. Box 942850, Sacramento, CA 94250-0001
postponement@sco.ca.gov

BETTY T. YEE
California State Controller

December 12, 2017

LISA JANCO
42103 CAPISTRANO PLACE
LANCASTER, CA 93536

Re: Property Tax Postponement, Request for Missing Information
SCO Account 1001167

Dear Lisa Janco:

Your 2017-18 Property Tax Postponement (PTP) application is pending due to a lack of required documentation. To complete the review of your PTP application, please review the enclosed Missing Information Request and submit the required document(s) to the address on the form.

Funding is limited and provided on a first-come, first-served basis. If you fail to submit the required documents within 30 days from the date of this letter, you will lose your place in the first-come, first-served order. Unless and until your application for postponement is approved, you are responsible for paying the county all amounts due. The State Controller's Office is not responsible for any fees, interest or penalties the county may assess as a result of late payments, even if your application is pending.

If you have any questions, you may contact our office at (800) 952-5661 or email us at postponement@sco.ca.gov.

Sincerely,

Candace Bulloch, Analyst
Property Tax Postponement Program

Fiscal Year 2018-19

Property Tax Postponement Application and Instructions

For Senior, Blind, or Disabled Citizens

Filing Period: October 1, 2018 – February 10, 2019
Limited Funds
Approval on First-Come, First-Served Basis

Controller Betty T. Yee
California State Controller's Office

Property Tax Postponement Program Overview

The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) Program, which allows eligible homeowners to postpone payment of current-year property taxes on their primary residence.

A postponement of property taxes is a deferment of current-year property taxes that must eventually be repaid. Repayment is secured by a lien against the property.

Funding is limited and distributed on a first-come, first-served basis. Due to funding limitations, all who qualify may not be approved.

Eligibility Requirements

To qualify, you must meet all of the following criteria for every year in which postponement of property taxes is desired:

- Be at least 62 years of age, or blind, or disabled;
- Own and occupy the real property as your principal place of residence (mobile, manufactured, or modular homes, whether affixed or unaffixed; floating homes; and house boats are not eligible);
- Have a total household income of $35,500 or less;
- Have at least 40 percent equity in the property; and
- Not have a reverse mortgage on the property.

Requirements are subject to change without notice if the law is revised.

Delinquent and/or Defaulted Taxes

State law does not allow payment of delinquent and/or defaulted property taxes that are owed on the property that is being considered for postponement. These taxes are your responsibility to pay. However, you may still qualify for postponement of current-year taxes. The amount of defaulted property taxes will be added to the amounts owed against the property to determine equity.

Interest Rate on Postponed Property Taxes

The interest rate for all taxes postponed under the PTP program is 7 percent per year. Interest on postponed property taxes is computed each month on a simple interest basis. Interest on the postponement account continues to accrue until all postponed property taxes plus interest are repaid to the State.

> Example: On a PTP postponement of $1,000 in taxes, the interest would be $70 per year, or $5.83 each month.

Notice of Lien for Postponed Property Taxes

To secure repayment of the postponed property taxes, SCO places a lien against the property. The lien remains in effect until the account is paid in full. A one-time recording fee will be added to your account to release the lien once the account is paid in full.

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Property Taxes Paid by a Lender/Mortgage Company

SCO is not responsible for contacting your lender if your property taxes are currently paid through an impound, escrow, or other type of account. If you are approved for PTP, SCO will make a payment on your behalf directly to the county tax collector.

PTP does not reduce your monthly mortgage payment. You are responsible for contacting your lenders and paying all amounts due.

Refund of Paid Property Taxes

If your application is approved and you have already paid your property taxes for the current-year, or if the property taxes are paid by a lender, you will receive a refund from the county tax collector.

Collection and Repayment Process

Postponed property taxes and interest become immediately due and payable when you do any of the following:

- Move from the property;
- Sell or convey title of the property;
- Die and do not have a spouse, registered domestic partner, or other qualified individual who continues to reside at the property;
- Allow future property taxes or other senior liens to become delinquent; or
- Refinance or obtain a reverse mortgage for the property.

No repayment is required until one of the above events takes place.

Requirements are subject to change without notice if the law is revised.

Payments

You may make full or partial payments on your account at any time. All payments received are applied first toward accumulated interest and then toward the outstanding principal balance (postponed tax amount). Make your check or money order payable to the California State Controller's Office and mail it to:

California State Controller's Office
Departmental Accounting Office – PTP
P.O. Box 942850
Sacramento, CA 94250-0001

To ensure proper credit, include your SCO account number or property address on the check or money order, and on all accompanying documents (see the Privacy Notification on page 12).

Account Statement

SCO provides you with an account statement in May or June each year. However, you may obtain an account statement at any time by contacting SCO (see page 4).

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BETTY T. YEE
California State Controller

MAY 23, 2018

PTP Mailing Address
LISA JANCO
42103 CAPISTRANO PLACE
LANCASTER CA 93536

Property Location:
42103 CAPISTRANO PLACE
LANCASTER CA 93536
County: LOS ANGELES
APN: 3204-046-001

ANNUAL STATEMENT OF POSTPONED PROPERTY TAXES

Dear Claimant:

This annual statement is meant to provide information on your Property Tax Postponement (PTP) account. **It is not a bill.** This statement reflects the accumulated balance of your PTP account as of the date indicated. The total balance may not reflect recent payments made to your account.

As of date	Principal	Interest	Recording Fee	Balance
05/01/2018	$ 5,883.80	$ 903.17	$ 8.00	$ 6,794.97

No payment is required at this time, but you may make full or partial payments on your account at any time. If you wish to make a payment, please make your check payable to the State Controller's Office and mail it to Departmental Accounting Office – PTP, P.O. Box 942850, Sacramento, California 94250-0001. Your PTP account balance will become due and payable in full if the account holder does one or more of the following:

1. Moves from the property on which the taxes were postponed.
2. Sells the property on which the taxes were postponed.
3. Dies or changes title.
4. Allows a senior lien to become delinquent.
5. Refinances the residential dwelling.
6. Elects to participate in a reverse mortgage program.

The property tax lien will remain in full force and effect on your property until your account is paid in full.

Applications for the 2018-19 tax year will be available in September 2018. Applications may be submitted between October 1, 2018, and February 10, 2019. Please visit our website at https://sco.ca.gov/public_services.html for further information, or call toll free (800) 952-5661.

Local Government Programs and Services Division
Property Tax Postponement Program
P.O. Box 942850, Sacramento, CA 94250-0001
postponement@sco.ca.gov

ARCHIVAL COPY

ditech®
a Walter company

Ditech Financial LLC
2100 E. Elliott Rd
Tempe, AZ 85284
Phone: 888-315-8733 x33705
Telephone: (727) 771-4000
Fax: (727) 771-4001

08/16/2019

LISA JANCO
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA, CA 91803

RE: Loan #: **32757411**
Name: **LISA JANCO**
Addr: 42103 CAPISTRANO PL
LANCASTER, CA 93536

Dear Borrower:

Our records indicate this loan has been paid in full to Ditech Financial LLC.

Please retain the enclosed document(s) for your records.

Thank you for doing business with Ditech Financial LLC.

Sincerely,

Ditech

File Loc: OS22515152 RGTSRC 32757411 GTSRC NOT DEFINED CLYN1525 LTRB1_GTSRC

407713457

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL 404
ALHAMBRA, CA 91803

July 23, 2019

RE: Ditech Financial LLC ("Ditech")
Account Number: 0032757411

Dear Lisa Janco :

Our records indicate the above-referenced account with Ditech Financial LLC ("Ditech") is now paid in full.*

If you are entitled to a refund due to an overpayment or a positive escrow balance, it will be mailed to you within 20 business days of the payoff date.

If your account was secured by collateral, such as a mortgage, deed of trust, a Uniform Commercial Code Form (UCC) or a lien on a title, a lien release will be prepared and mailed in accordance with the applicable state guidelines. Documents will be mailed directly to the county, state, Division of Motor Vehicles or you as required by the state.

If Ditech is listed as the loss payee on your physical damage or flood insurance policy, please contact your agent and request the removal of Ditech's name from your policy. This will ensure Ditech's name is not listed on any future checks you may receive for covered losses.

EQUAL HOUSING LENDER

California has the strictest Laws on committing fraud on a blind person for financial gain. Discrimination against Ms. Janco to use the Government program for the Blind breaking ADA laws and the federal UNRUH Act in California. The Disability Discrimination Act. The Retaliation Act or Coercion 36.206, 36.207. Blackmail and Extortion Trying to Extort Money that Ms. Janco did not owe that was clearly Documented up to the amount of $43000.00 Fraudulent Invoices sent to the Fraud Investigator. Embezzle ling The CSE Insurance Funding from 2015 until 2021 will not provide accounting ,Interest or receipt. Bankruptcy Crimes and Bankruptcy Fraud. By Walter Management LLC, DBA Di-Tech LLC. Filing Fraudulent Instruments in Los Angeles County Tied to Financial Means. Fraudulent Foreclosure 06/2019- 07/2019. While Under Investigation by CFPB, and Los Angeles Consumer and Business Affairs for Mortgage Fraud and Embezzling Government/ Public Funding for the Blind. Deliberately with Malice Mock and reported a Foreclosure on Ms. Janco's Credit Report Knowing Ms. Janco sold the House and Paid in Full to ruin Ms. Janco's Credit for 10 Years,

information on crime victims with disabilities.

Goods facilities and services

The act also imposes duties on those providing services to the public (service providers). The scope of "service provider" is very broad—it covers anyone providing goods facilities or services, whether free of charge or for payment, from an ophthalmologist, to a church to a supermarket or a library. The act prohibits a service provider discriminating against a disabled person in any aspect of service provision, from refusing service to providing service on worse terms or in a worse manner. It also prohibits a service provider failing to comply with the duty to make reasonable adjustments. The duty in relation to service provision is slightly different from the employment duty in that it is "anticipatory" in nature. This means that service providers have to think in advance about what changes may be needed to their services to facilitate disabled users, rather than just waiting until a disabled customer approaches them. Many service providers have already made changes to their services to accommodate disabled people—such as putting in ramps or providing information in large print, or in braille.

The duty to make adjustments falls into three broad areas:

- Changes to practices policies or procedures—such as waiving a "no dogs" or "no animals" policy so that people with guide dogs or assistance dogs can enter the premises
- The provision of auxiliary aids or services—such as information on tape or large print, or assistance with shopping in a supermarket
- Addressing physical barriers caused by, for example, steps or lack of colour contrasts by providing a ramp, or painting walls different colours.

The Court of Appeal[7] has said about this part of the act:

"The policy of the Act, as I would accept, is ...'to provide access to a service as close as it is reasonably possible to get to the standard normally offered to the public at large'."

The Laws and the courts regarding this part of the act, it has nevertheless been used to ensure that blind and partially sighted people have:

- letters and bills from utility companies in an accessible format
- assistance with filling in forms for store cards
- access to restaurants with their guide dogs

What is Financial Exploitation?

Financial exploitation occurs when a person or business misuses or takes the assets of a vulnerable adult for his/her own personal benefit. This frequently occurs without the explicit knowledge or consent of a senior or disabled adult, depriving him/her of vital financial resources for his/her personal needs.

Assets are commonly taken via forms of deception, false pretenses, coercion, harassment, duress and threats.

These are commonly reported forms of financial exploitation*

- *Theft*: involves assets taken without knowledge, consent or authorization; may include taking of cash, valuables, medications other personal property.

information on crime victims with disabilities.

- *Fraud*: involves acts of dishonestly by persons entrusted to manage assets but appropriate assets for unintended uses; may include falsification of records, forgeries, unauthorized check-writing, and *Ponzi*-type financial schemes.
- *Real Estate*: involves unauthorized sales, transfers or changes to property title(s); may include unauthorized or invalid changes to estate documents.
- *Contractor:* includes building contractors or handymen who receive payment(s) for building repairs, but fail to initiate or complete project; may include invalid liens by contractors.
- *Lottery scams*: involves payments (or transfer of funds) to collect unclaimed property or "prizes" from lotteries or sweepstakes.
- *Electronic*: includes "phishing" e-mail messages to trick persons into unwittingly surrendering bank passwords; may include faxes, wire transfers, telephonic communications.
- *Mortgage*: includes financial products which are unaffordable or out-of-compliance with regulatory requirements; may include loans issued against property by unauthorized parties.
- *Investment*: includes investments made without knowledge or consent; may include high-fee funds (front or back-loaded) or excessive trading activity to generate commissions for financial advisors.
- *Insurance*: involves sales of inappropriate products, such as a thirty-year annuity for a very elderly person; may include unauthorized trading of life insurance policies.

Go to:

CAN YOU SEE IT NOW DI-TECH AND AFFILIATES This is what you taped to The House on 42103 CAPISTRANO PLACE,LANCASTER,CALIFORNIA.93536

The JANCO"S HOME

Funny thing is you couldn't get your PRINT VENDOR to produce ADA size font. Micro-Font as you Stated in the Government Reports to the CFPB. Are you still reaching out to the PRINT VENDORS. SEEMS YOU CAN ONLY BLOW UP THE ILLEGAL FORCLOSURE DOCUMENTS..

****CAN YOU SEE IT NOW MS. JANCO Di-tech is taking your house by FRAUD.***

ditech.

Ditech Financial LLC
1100 Virginia Drive, Suite 100A
Fort Washington, PA 19034
T 651.293.4800
F 651.293.5818
ditech.com

July 30, 2019

Lisa Janco
Via the CFPB Portal
42103 Capistrano Place
Lancaster, CA 93536-7316

Re: "CFPB" Case Number: 190703-4199625
"Ditech" Account Number: 32757411

Dear Ms. Janco:

This letter responds to the supplemental complaint you filed with the CFPB regarding your escrow account. Our records show we previously provided you with an explanation as to the funds we received from the State of California and how your monthly escrow deposits were determined (see enclosed January 30, 2018 and July 23, 2018 responses).

In response to your concern regarding the property tax refunds from the State of California, as previously mentioned, we received refunds of our November 28, 2016 disbursement of $1,941.66 and our March 23, 2017 disbursement of $1,941.65. Both of these refunds were deposited back into your escrow account upon receipt on July 8, 2017. Ditech did not keep these funds. I am enclosing an escrow transaction history to show the activity in your escrow account during the time we serviced your account from February 1, 2013 until you paid it off on July 16, 2019.

anco, Lisa
July 30, 2019

In response to your concern we overcharged you $550.00 a month with your monthly mortgage payments, I am enclosing copies of the analyses we performed on your escrow account during the time we serviced it to show the fluctuations in your monthly payment amount. Please note that I am unable to locate an instance where you had $15,000.00 to $20,000.00 in your escrow account (see enclosed escrow transaction history).

In response to your allegation we refused to give you an analysis in 2018, our records show analyses were performed March 7, 2018 and December 17, 2018 (copies enclosed).

In response to your concern regarding an escrow analysis run in 2017, our records show your 2016 analysis ran on July 21, 2016. The next scheduled analysis was scheduled to run in July 2017, but due to the delinquent status, an analysis was not mailed to you. We apologize for any misunderstanding.

In response to your concern regarding the foreclosure action, our records show your account was referred to foreclosure on April 6, 2018 due to the delinquent status. At the time of the foreclosure referral, the account was showing approximately 279 days past due for the July 1, 2017 payment.

On July 16, 2019, our records show you paid off this account, and the account is now closed (see enclosed July 23, 2019 correspondence).

If you have any further questions or concerns for us during the time we serviced this account, you may contact Ditech's Customer Service Department toll-free at (800) 643-0202

Monday through Friday between 8 a.m. and 9 p.m., or Saturday between 8 a.m. and 5 p.m. Eastern Time.

Sincerely,

Mary Grover
Paralegal

Enclosures

cc: CFPB via Portal

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

What would be a fair resolution to this issue?

For all laws to be obeyed and respected and for the State of California to get back the monies Di-Tech stole and embezzled with 7% interest that they admitted to receiving and stealing.

Step 4

What company is this complaint about?

COMPANY INFORMATION

Di-Tech LLC

LOAN NUMBER

0032757411

OTHER INFORMATION ABOUT THIS COMPANY

Green Tree LLC.

PO Box 7169 Pasadena, Ca. 91109-0202 PO Box 6172 Rapid City ,S,D 57709-6172

Pasadena,, California 91109-0202

www.Di-Tech.com

1-800-643-0202

Step 5

What people are involved?

YOUR CONTACT INFORMATION

Lisa Lorraine Janco

ljanco@avc.edu
661-409-8892

MORTGAGE ADDRESS SAME AS MAILING ADDRESS

No

MORTGAGE ADDRESS

42103 Capistrano Place
Lancaster, California 93536
United States

AFFILIATIONS

Service details

Branch: United States Air Force
Status: Reserve
Rank: E8 - E9
Military base / location: Air National Guard (ANG)

About us

The CFPB is an independent federal agency built to protect consumers. We write and enforce rules that keep banks and other financial companies operating fairly. We also educate and empower consumers, helping them make more informed choices to achieve their financial goals.

HAVE A QUESTION? ¿PREGUNTAS?

(855) 411-2372

Privacy Act Statement

Have a question? ¿Preguntas?

(855) 411-2372

OMB #3170-0011

Note on user experience

 An official website of the United States Government

ditech
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651.293.4800
F 651.293.5818
ditech.com

January 30, 2018

Lisa Janco
Via CFPB Portal
42103 Capistrano Place
Lancaster, CA 93536-7316

Re: "CFPB" Case Number: 170214-2708093
"Ditech" Account Number: 32757411

Dear Ms. Janco:

We are in receipt of the complaint you filed via the CFPB Portal regarding the font size appearing in your monthly billing statements (and other correspondence) and your account status following the misapplication of your one of your monthly payments in 2016 to escrow. Ditech takes this complaint seriously and regrets any dissatisfaction that may have occurred. Our mission is to provide exceptional levels of servicing and we continuously strive to recognize opportunities for improvement.

In response to your concerns regarding your February 2016 payment of $2,500.00, please note that we received this payment on February 12, 2016. At the time, your account was showing due for your January 2016 ($1,370.69) and February 2016 ($1,370.69) payments and a late fee of $44.33. Also at that time, you had $187.36 in suspense. Your February 12, 2016 combined with your existing suspense funds and brought your suspense funds balance

to $2,687.36 ($187.36 + $2,500.00). On February 12, 2016, we posted your January 2016 payment due, which left a suspense funds balance of $1,316.67:

Beginning Suspense Funds Balance	$2,687.36
January 2016 Payment	($1,370.69)
Ending Suspense Funds Balance	$1,316.67

We are unable to substantiate your allegation that we posted your February 2016 payment to your escrow account. On May 9, 2016, however, our records show that we received your payment of $1,502.00, and pursuant to the instructions appearing in your coupon remittance, the same posted to your escrow account. In addition, our records show that an analysis of your escrow account performed on July 21, 2016 issued you a refund of $1,562.46. Please note that this refund took into consideration the application of your May 9, 2016 payment of the $1,502.00 to your escrow account. We apologize for any misunderstanding.

In response to your concern regarding the font size appearing on your monthly billing statements, please note that we have reached out to our print vendor to implement a larger font size on your monthly billing statements. Our print vendor is still investigating our request and has not yet confirmed when this larger font size will be available.

In response to your concern regarding the interest you receive on your escrow account, please note that since we began servicing your account on February 1, 2013, interest has been paid on your escrow account as follows:

Janco, Lisa
January 30, 2018

2013	$ .66
2014	$19.41
2015	$14.05
2016	$48.49
2017	$57.03

In response to your concern regarding your property tax being paid by the State of California, please note that we did receive refunds of the property taxes we paid on November 28, 2016 ($1,941.66) and March 23, 2017 ($1,941.65). Our notes suggest that you may have received a partial homestead exemption for these disbursements. We have reached out to your tax office, and they indicate they are still collecting taxes on your parcel. If you have not already done so, I encourage you to reach out to the State of California to determine whether or not there is anything more you need to do to make sure future disbursements are valid.

In response to your concern regarding our most recent modification offer, our records show that you were approved for a trial period plan to permanently modify your loan on July 10, 2017 (see enclosed trial period plan). To permanently modify your loan, you were to make three (3) monthly trial period payments of $1,553.02 beginning August 1, 2017. Our records show you made all of the required trial period payments, and the permanent loan modification documents were mailed out to you on November 4, 2017 (see enclosed November 4, 2017 correspondence). Regrettably, these forms are system generated forms, the font size of which is standard for this document. If you are still in need of assistance with this agreement, I encourage you to reach out to one of your local housing counselors. Housing counselors in your area may be found by visiting or calling the following:

- Consumer Financial Protection Bureau at www.consumerfinance.gov
- Department of Housing and Urban Development at www.hud.gov
- Department of Housing and Urban Development, toll-free at (800) 569-4287

In response to your concern regarding your trial period payments, please note that the trial period payments you made were applied to your account prior to calculating the unpaid principal balance appearing in the finalized modification documents. Before you began making your trial period payments, the unpaid principal balance on your account was $217,443.38 (see enclosed payment history). Each trial period payment you made reduced your unpaid principal balance by the following amounts:

August 15, 2017	$247.13
September 7, 2017	$248.16
October 27, 2017	$249.19

The following is a breakdown of how we determined the new principal balance appearing in your finalized modification documents:

Unpaid Principal Balance	$216,698.90
Deferred Balance	$ 7,543.48
Past Due Interest	$ 4,504.09
Less Funds in Suspense	($ 278.68)
	$228,467.79

Janco, Lisa
January 30, 2018

In response to your concern regarding your escrow account and your modified payment amount, please note that once your loan is modified, your monthly payments of principal and interest will remain $1,101.66, but the amount of your monthly payment attributable to escrow deposits will consist of your hazard insurance premiums, and any taxes your taxing authority determines you owe. The sum of these two (2) amounts will then be divided by twelve (12) months to determine what your monthly escrow amount will be. Your modified payments will be $1,101.66 for principal and interest plus monthly escrow deposits.

At this time, in an effort to assist you further, we will be keeping your loan modification review open for another thirty (30) days. If one has not already done so, an account representative will be getting touch with you to see if you have any further questions or concerns regarding the permanent loan modification documents.

If you should have any further questions or concerns, please contact Ditech Customer Service at (800) 643-0202 weekdays Monday through Friday from 7:00 a.m. to 8:00 p.m. CT, or Saturdays from 7:00 a.m. to 1 p.m. CT. Thank you.

Sincerely,
Mary Grover
Mary Grover
Paralegal

Enclosures

Cc: Via CFPB Portal

to $2,687.36 ($187.36 + $2,500.00). On February 12, 2016, we posted your January 2016 payment due, which left a suspense funds balance of $1,316.67:

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In response to your concern regarding our most recent modification offer, our records show that you were approved for a trial period plan to permanently modify your loan on July 10, 2017 (see enclosed trial period plan). To permanently modify your loan, you were to make three (3) monthly trial period payments of $1,553.02 beginning August 1, 2017. Our records show you made all of the required trial period payments, and the permanent loan modification documents were mailed out to you on November 4, 2017 (see enclosed November 4, 2017 correspondence). Regrettably, these forms are system generated forms, the font size of which is standard for this document. If you are still in need of assistance with this agreement, I encourage you to reach out to one of your local housing counselors. Housing counselors in your area may be found by visiting or calling the following:

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In response to your concern regarding your trial period payments, please note that the trial period payments you made were applied to your account prior to calculating the unpaid principal balance appearing in the finalized modification documents. Before you began making your trial period payments, the unpaid principal balance on your account was $217,443.38 (see enclosed payment history). Each trial period payment you made reduced your unpaid principal balance by the following amounts:

August 15, 2017	$247.13
September 7, 2017	$248.16
October 27, 2017	$249.19

The following is a breakdown of how we determined the new principal balance appearing in your finalized modification documents:

Unpaid Principal Balance	$216,698.90
Deferred Balance	$ 7,543.48
Past Due Interest	$ 4,504.09
Less Funds in Suspense	($ 278.68)
	$228,467.79

Janco, Lisa
January 30, 2018

In response to your concern regarding your escrow account and your modified payment amount, please note that once your loan is modified, your monthly payments of principal and interest will remain $1,101.66, but the amount of your monthly payment attributable to escrow deposits will consist of your hazard insurance premiums, and any taxes your taxing authority determines you owe. The sum of these two (2) amounts will then be divided by twelve (12) months to determine what your monthly escrow amount will be. Your modified payments will be $1,101.66 for principal and interest plus monthly escrow deposits.

At this time, in an effort to assist you further, we will be keeping your loan modification review open for another thirty (30) days. If one has not already done so, an account representative will be getting touch with you to see if you have any further questions or concerns regarding the permanent loan modification documents.

If you should have any further questions or concerns, please contact Ditech Customer Service at (800) 643-0202 weekdays Monday through Friday from 7:00 a.m. to 8:00 p.m. CT, or Saturdays from 7:00 a.m. to 1 p.m. CT. Thank you.

Sincerely,
Mary Grover
Mary Grover
Paralegal

Enclosures

Cc: Via CFPB Portal

anco, Lisa
January 30, 2018

In response to your concern regarding your escrow account and your modified payment amount, please note that once your loan is modified, your monthly payments of principal and interest will remain $1,101.66, but the amount of your monthly payment attributable to escrow deposits will consist of your hazard insurance premiums, and any taxes your taxing authority determines you owe. The sum of these two (2) amounts will then be divided by twelve (12) months to determine what your monthly escrow amount will be. Your modified payments will be $1,101.66 for principal and interest plus monthly escrow deposits.

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Sincerely,
Mary Grover
Mary Grover
Paralegal

Enclosures

Cc: Via CFPB Portal

In order for the prosecutor to obtain a conviction for misappropriation of public funds, they must be able to prove, beyond any reasonable, specific "elements of the crime." These include:

- You were an officer of a California state or local government entity, or
- A person responsible for the receipt, safekeeping, transfer or disbursement of public funds
- You appropriated public money for your own use or use of another person, without authority, and
- You knew the law prohibited the appropriation public money, or you were criminally negligent in finding out whether they had the legal authority to make the appropriation.

Under these elements of the crime, "appropriating public money" means to use the money for own purposes, or for someone else, such a friend or family member.

"Criminal negligence" simply means failing to use ordinary or reasonable care, or to be reckless with public money.

EMBEZZLEMENT VS. MISAPPROPRIATION OF PUBLIC FUNDS

What's the difference? While embezzlement under California Penal Code Section 503 is very similar to misappropriation of public funds, they are not the same.

Embezzlement means you fraudulently appropriated property that belonged to another person that was entrusted to you.

This applies to any type of property, not just money that belonged to the California government.

In some cases, embezzlement charges are filed instead of, or even with charges of violating PC 424, misappropriation of public funds.

WHAT ARE THE LEGAL PENALTIES?

If you are convicted of misappropriation of public funds, in violation of California Penal Code Section 424, it's a felony offense.

- **filing false claims**
- **knowingly concealing assets**
- **making false oaths**
- **bribery**
- **embezzlement, and**
- **filing fraudulent petitions.**

When a bankruptcy trustee suspects a fraud that constitutes a bankruptcy or other federal crime, the trustee makes a criminal referral to the Office of the United States Trustee. The matter is then passed along to the United States Attorney or the Federal Bureau of Investigation or other appropriate federal agency for investigation. Like other federal crimes, the United States Attorney prosecutes these cases in the federal courts.

(For more information, see .)

Stopping the Depletion of Assets: Temporary Injunctions

In cases where the trustee has sufficient evidence to show that assets will be depleted or transferred to the irreparable harm of creditors, the trustee can seek emergency relief called a temporary restraining order or a temporary injunction. The order allows the trustee to take possession of the assets pending the outcome of the adversary proceeding and can be granted without first notifying the person in possession of the assets if the trustee can show that notifying them would likely result in the depletion of the assets. However, a full hearing with notice generally takes place within ten days of the original order.

Bankruptcy Crimes

Most bankruptcy crimes involve fraud and are punishable by fines and incarceration Examples of bankruptcy crimes include:

- **Control but not ownership: The state must show that the property owner entrusted or gave the money to the accused or otherwise allowed the accused to have control over it. The bottom line is the defendant had possession of the funds but not ownership of it.**
- **Intent: The accused must have knowingly misappropriated the money and cannot have committed the crime by mistake. A person who has misappropriated funds does not have to intend to take the money. It can be enough for the state to show that the accused intended to take action that would result in the misappropriation of funds. In some states, the accused needs to know the action was against the law. But in others, the accused only has to act in an intentional manner and does not have to know the conduct was illegal.**
- **Conversion: The person must have not just taken the money but used it for his own purposes. But this does not require the accused person to take the funds and use it to purchase something. Courts have decided that it is enough to just take the money and place it in a bank account or even refuse to hand over the money when the person demands it.**
- **Return: The person who misappropriated funds with the intent to give it back later has still misappropriated funds. It also does not matter if the funds were only taken for a short period of time.**

Misappropriation of Funds Crimes and Charges

Misappropriation of funds under most state laws simply means any act that results in funds being used in a manner

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Payment Due Date	Amount Due
07/16/2018	07/16/2018	$21,513.25

3-776-14157-0017824-002-1-001-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

The Amount Due reflected above is as of 07/16/201

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
M - F 8am to 12am ET
Saturday 8am to 5pm ET
Sunday 1pm to 5pm ET

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	($1,042.76)
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Reinstatement Amount[1]	$21,513.25
Total Amount Due	**$21,513.25**
Accelerated Amount[2]	$237,746.38

[1]The loan may be reinstated by paying only the reinstatement amount, as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

Transaction Activity Since Last Statement

Date	Description	Charges	Payments

There were no transactions for this statement period.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of July 16 you are 380 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

A first notice or filing to initiate foreclosure on your account has occurred

Recent Account History

-Payment Due 02/01/18:	Unpaid amount of $1,610.20
-Payment Due 03/01/18:	Unpaid amount of $1,610.20
-Payment Due 04/01/18:	Unpaid amount of $1,610.20
-Payment Due 05/01/18:	Unpaid amount of $1,628.04
-Payment Due 06/01/18:	Unpaid amount of $1,628.04
-Payment Due 07/01/18:	Unpaid amount of $1,628.04

-Total: $21,513.25 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance

Important Messages *(More information on the Back)*

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

In criminal law, misappropriation is the intentional, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a public official, a trustee of a trust, an executor or administrator of a deceased person's estate or by any person with a responsibility to care ...

1661. PROTECTION OF GOVERNMENT PROPERTY -- EMBEZZLEMENT OF PUBLIC FUNDS

In addition, there are a series of sections prohibiting misuse or theft of public funds. *See* 18 U.S.C. §§ 643, 644, 648, 649, 650, 651, 652, and 653. The coverage of these sections is summarized below:

- 18 U.S.C. § 643 provides that any officer, employee or agent of the United States who receives money which he is not authorized to retain as salary and fails to account for it as provided by law is guilty of embezzlement.
- 18 U.S.C. § 644 prohibits persons who are not authorized depositaries of public money from knowingly receiving any such money or using, transferring, converting, appropriating or applying such money for any purpose not prescribed by law.
- 18 U.S.C. § 648 forbids custodians of public funds from loaning, using, or converting those funds, or depositing or exchanging them, except as authorized by law.
- 18 U.S.C. § 649 provides that any person who possesses or controls money belonging to the United States and fails to deposit it when required

Disability Rights California

California's protection & advocacy system

Disability Discrimination Fact Sheet: Colleges and Universities

Federal and State Disability Discrimination Laws

College and university students and applicants with disabilities are protected against disability-based discrimination by federal and state anti-discrimination laws.

Title III of the Americans with Disabilities Act (ADA) prohibits disability-based discrimination private colleges and universities, and other businesses and nonprofit service providers known as "public accommodations." Title II of the ADA covers state and local governmental entities, including public colleges and universities. These protections include: 1) nondiscrimination requirements that prohibit exclusion, segregation, and unequal treatment of people with disabilities; 2) requirements that colleges and universities provide reasonable accommodations to people with disabilities in order to ensure that they have equal access to higher education services; and 3) architectural standards for new and altered buildings, requirements for reasonable modifications to policies, practices, and procedures, requirements to remove barriers in existing buildings when it is readily achievable to do so, and other access requirements. Section 504 of the Rehabilitation Act provides similar protections with regard to entities that receive federal funds.

California law provides similar protections. The Unruh Civil Rights Act and the Disabled Persons Act prohibit disability-based discrimination by any business establishment. Government Code Section 11135 prohibits discrimination by businesses and government entities that receive state funds. Any violation of Title III is also a violation of state law. However, in some circumstances, state law may provide a higher level of protection than federal law.

to do so is guilty of embezzlement.

- 18 U.S.C. § 650 applies to the Treasurer of the United States or any public depositary and provides that if these officials fail to keep safely all money deposited with them, they have violated the law. One case has suggested that this section is violated when a depositary of government money negligently loses these funds. *See Shaw v. United States*, 357 F.2d 949, 957-58 (Ct.Cl. 1966). The better view on this question, however, seems to be that some criminal intent must be proven as part of a prosecution under this section. *See Morissette v. United States*, 342 U.S. 246, 266-67 (1952).
- 18 U.S.C. § 651 relates to the disbursement of public funds and prohibits disbursing officers from falsely certifying full payment of government obligations.
- 18 U.S.C. § 652 also relates to the disbursement of government funds. This section prohibits disbursing officers from disbursing a sum less than that required by law.
- 18 U.S.C. § 653 prohibits any other misuse of government funds by disbursing officers including: (1) converting, loaning or depositing these moneys except as authorized by law; and (2) withdrawing, transferring or applying these funds without authority.
- Finally, 18 U.S.C. § 654 forbids government employees from wrongfully converting the property of others which they receive in the course of their

A public accommodation shall not, directly or through contractual or other arrangements, utilize standards or criteria or methods of administration that have the effect of discriminating on the basis of disability, or that perpetuate the discrimination of others who are subject to common administrative control.

Back to Top

§36.205 Association.

A public accommodation shall not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

Back to Top

§36.206 Retaliation or coercion.

(a) No private or public entity shall discriminate against any individual because that individual has opposed any act or practice made unlawful by this part, or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Act or this part.

(b) No private or public entity shall coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by the Act or this part.

(c) Illustrations of conduct prohibited by this section include, but are not limited to:

(1) Coercing an individual to deny or limit the benefits, services, or advantages to which he or she is entitled under the Act or this part;

(2) Threatening, intimidating, or interfering with an individual with a disability who is seeking to obtain or use the goods, services, facilities, privileges, advantages, or accommodations of a public accommodation;

(3) Intimidating or threatening any person because that person is assisting or encouraging an individual or group entitled to claim the rights granted or protected by the Act or this part to exercise those rights; or

(4) Retaliating against any person because that person has participated in any investigation or action to enforce the Act or this part.

The legal penalties include 2, 3, or 4 years in a California state prison, a maximum fine of $10,000, formal felony probation, and you will typically be ordered to repay the entire amount of misappropriated money.

Additionally, a conviction means you will be prohibited from holding any public office in California.

WHAT ARE THE LEGAL FACTS: In California by Law, It is not enough for someone to claim I did not know it was illegal; they must investigate weather or not it is illegal to keep monies that you are not the rightful owner; and account for monies with a receipt of where said monies went and what they were use for. You may not deposit it transfer it comingle it. In California it is a federal Felony to misuse Government and or public funding. In California there is no statue of limitations for this crime. A person may not use Government funding for anything other than what it was intended for; The funding must be accounted for. When the rightful owner asks for the monies back and you say no; It becomes embezzlement from that point and can be charged with a crime.

You did act knowingly or with criminal negligence – the prosecutor has to be able to prove you specifically knew your acts were illegal or you were criminally negligent. In some cases, our lawyers might be able to able to cast reasonable doubt by showing it was just carelessness, or even a honest mistake.

In other words, you did know your actions with public funds were against the law.

- withholding them permanently from the owner.

It's important to note that merely moving property a short distance, or inflicting slight damage, or minimal use of the property may not be enough to constitute embezzlement.

Who Commits Embezzlement?

This type of crime is most common in the employment and corporate fields. Generally, the person who commits embezzlement is a trusted employee who has been given access to someone else's property or money for the purposes of managing, monitoring, and/or using the assets for the owner's best interests, but then covertly misappropriates the assets for his/her own personal gain and use. These people are typically an employee, a business partner, or a contract worker. Common examples are bank tellers, store clerks, office managers, accountants, financial managers, or stock brokers.

Embezzlement Can Apply to Any Type of Property

Some embezzlers simply take large amounts of money at once, while others misappropriate small amounts over a long period of time. The methods used to embezzle can vary greatly and are often surprisingly creative. They can include fraudulent billing, payroll checks to fabricated employees, records falsification, "Ponzi" financial schemes, and more.

The crime of embezzlement does not have to be about money. The conversion of company property such as a laptop computers or company vehicles is also considered embezzlement. Sometimes state embezzlement statutes even include the taking of real property in addition to personal property.

What's the difference? While embezzlement under California Penal Code Section 503 is very similar to misappropriation of public funds, they are not the same.

Embezzlement means you fraudulently appropriated property that belonged to another person that was entrusted to you.

This applies to any type of property, not just money that belonged to the California government.

In some cases, embezzlement charges are filed instead of, or even with charges of violating PC 424, misappropriation of public funds.

WHAT ARE THE LEGAL PENALTIES?

If you are convicted of misappropriation of public funds, in violation of California Penal Code Section 424, it's a felony offense.

The legal penalties include 2, 3, or 4 years in a California state prison, a maximum fine of $10,000, formal felony probation, and you will typically be ordered to repay the entire amount of misappropriated money.

***WHAT ARE THE LEGAL FACTS: In California by Law, It is not enough for someone to claim I did not know it was illegal; they must investigate weather or not it is illegal to keep monies that you are not the rightful owner; and account ***for monies with a receipt of where said monies went and what they were used for. You may not deposit it transfer it comingle it. In California it is a federal Felony to misuse Government and or public funding. In California there is no statue of limitations for this crime. A person may not use Government funding for anything other than what it was intended for; ***The funding must be accounted for. When the rightful owner (Lisa Janco) asks for the monies back and you say no; It becomes embezzlement from that point and can be charged with a crime.

You did act knowingly or with criminal negligence – the prosecutor has to be able to prove you specifically knew your acts were illegal DI-Tech's confessions apply) or you were criminally negligent. In other words, you did know your actions with public funds were against the law.

Tran Date	Tran Desc	Escrow Paid	Escrow Bal
07/22/2019	Payoff	$ 13,981.02	$ 321.20
06/25/2019	Hazard Ins Disb	$ (1,556.00)	$ (13,659.82)
03/13/2019	Property Tax Disbursement	$ (2,050.10)	$ (12,103.82)
12/31/2018	Int. On Escrow	$ 14.90	$ (10,053.72)
12/31/2018	Int. On Escrow	$ 12.76	$ (10,068.62)
12/12/2018	Misc Tax	$ (1,104.72)	$ (10,081.38)
12/12/2018	Other Tax Disb	$ (5,883.80)	$ (8,976.66)
11/21/2018	Property Tax Disbursement	$ (2,050.10)	$ (3,092.86)
06/12/2018	Hazard Ins Disb	$ (1,568.00)	$ (1,042.76)
03/14/2018	Property Tax Disbursement	$ (2,017.35)	$ 525.24
12/30/2017	Int. On Escrow	$ 14.89	$ 2,542.59
12/30/2017	Int. On Escrow	$ 42.14	$ 2,527.70
11/13/2017	Property Tax Disbursement	$ (2,017.36)	$ 2,485.56
10/27/2017	Payments	$ 457.06	$ 4,502.92
09/07/2017	Payments	$ 457.06	$ 4,045.86
08/15/2017	Payments	$ 457.06	$ 3,588.80
07/08/2017	Tax Refund	$ 1,941.65	$ 3,131.74
07/08/2017	Tax Refund	$ 1,941.66	$ 1,190.09
06/13/2017	Hazard Ins Disb	$ (1,664.00)	$ (751.57)
06/07/2017	Payments	$ 457.06	$ 912.43
05/23/2017	Returned Check	$ (457.06)	$ 455.37
05/16/2017	Payments	$ 457.06	$ 912.43
03/23/2017	Property Tax Disbursement	$ (1,941.65)	$ 455.37
03/15/2017	Payments	$ 457.06	$ 2,397.02
02/15/2017	Payments	$ 457.06	$ 1,939.96
02/03/2017	Payments	$ 457.06	$ 1,482.90
12/31/2016	Int. On Escrow	$ 18.76	$ 1,025.84
12/31/2016	Int. On Escrow	$ 24.14	$ 1,007.08
12/15/2016	Payments	$ 457.06	$ 982.94
11/28/2016	Property Tax Disbursement	$ (1,941.66)	$ 525.88
11/12/2016	Payments	$ 457.06	$ 2,467.54
10/14/2016	Payments	$ 457.06	$ 2,010.48
09/07/2016	Payments	$ 457.06	$ 1,553.42
08/13/2016	Payments	$ 484.00	$ 1,096.36
07/21/2016	Escrow Surplus Refund	$ (1,562.46)	$ 612.36
07/13/2016	Payments	$ 484.00	$ 2,174.82
06/16/2016	Hazard Ins Disb	$ (1,646.00)	$ 1,690.82
06/11/2016	Payments	$ 484.00	$ 3,336.82
05/09/2016	Payments	$ 1,502.00	$ 2,852.82
04/15/2016	Payments	$ 484.00	$ 1,350.82
03/31/2016	Int. On Escrow	$ 5.59	$ 866.82
03/25/2016	Payments	$ 484.00	$ 861.23
03/12/2016	Payments	$ 484.00	$ 377.23
03/08/2016	Property Tax Disbursement	$ (1,919.36)	$ (106.77)
02/12/2016	Payments	$ 484.00	$ 1,812.59
01/21/2016	Payments	$ 484.00	$ 1,328.59

erican Land Title Association | ALTA Settlement Statement - Seller
Adopted 05-01-2015

File No.: LDE-5979398
Printed: 07/16/2019, 2:30 PM
Officer/Escrow Officer: Rita Dickson/RD
Settlement Location:
42220 10th Street West, Suite 108, Lancaster, CA 93534

First American Title Company

42220 10th Street West, Suite 108 • Lancaster, CA 93534
Phone: (661)206-3415 Fax: (661)951-3693
Final Settlement Statement

Property Address: 42103 Capistrano Place, Lancaster, CA 93536
Buyer: Daniel Yousefzadeh
Seller: Lisa Janco
Lender:
Settlement Date:
Disbursement Date:

	Seller	
Description	**Debit**	**Credit**
Financial		
Sale Price		304,000.00
Prorations/Adjustments		
County Taxes 07/01/19 to 07/16/19 @$2,050.10/semi	168.50	
Title Charges & Escrow / Settlement Charges		
Binder Resale-Eagle Coverage to First American Title Company	1,176.00	
Escrow Fee - One Half to First American Title Company	935.00	
Commission		
Real Estate Commission to Berkshire Hathaway HomeServices Troth, Realtors	5,000.00	
Government Recording and Transfer Charges		
County Documentary Transfer Tax to Registrar-Recorder/County Clerk	334.40	
Payoff(s) and Payment(s)		
Ditech.com		
Principal Balance to Ditech.com	224,242.38	
Recoverable Balance to Ditech.com	375.00	
Accum Late Charge to Ditech.com	512.13	
Accum NSF Charges to Ditech.com	15.00	
Total Fees to Ditech.com	190.00	
Escrow Advance to Ditech.com	13,659.82	
Attorneys Fees to Ditech.com	2,618.32	
Interest on demand thru 07-17-19 to Ditech.com	23,107.07	
Miscellaneous		
nhd report to First American Natural Hazard Disclosures Report	89.95	

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All rights reserved

Description	Seller	
	Debit	Credit
Subtotals	272,423.57	304,000.00
Due To Seller	31,576.43	
Totals	304,000.00	304,000.00

Escrow Officer: Rita Dickson

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File # LDE-5979398
Printed on 07/16/2019 at 2:30 PM

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11/12/2016	Payments	$ 457.06	$ 2,467.54
10/14/2016	Payments	$ 457.06	$ 2,010.48
09/07/2016	Payments	$ 457.06	$ 1,553.42
08/13/2016	Payments	$ 484.00	$ 1,096.36
07/21/2016	Escrow Surplus Refund	$ (1,562.46)	$ 612.36
07/13/2016	Payments	$ 484.00	$ 2,174.82
06/16/2016	Hazard Ins Disb	$ (1,646.00)	$ 1,690.82
06/11/2016	Payments	$ 484.00	$ 3,336.82
05/09/2016	Payments	$ 1,502.00	$ 2,852.82
04/15/2016	Payments	$ 484.00	$ 1,350.82
03/31/2016	Int. On Escrow	$ 5.59	$ 866.82
03/25/2016	Payments	$ 484.00	$ 861.23
03/12/2016	Payments	$ 484.00	$ 377.23
03/08/2016	Property Tax Disbursement	$ (1,919.36)	$ (106.77)
02/12/2016	Payments	$ 484.00	$ 1,812.59
01/21/2016	Payments	$ 484.00	$ 1,328.59

Exhibit 3

Customer Reference: 138936

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **LOS ANGELES**, STATE OF **CALIFORNIA**, AND IS DESCRIBED AS FOLLOWS:

LOT 8 OF TRACT 31351, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1128 PAGES 26 TO 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM A PORTION OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM SAID LAND WITHOUT, HOWEVER, ANY RIGHT OF ENTRY, ON THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING OR EXTRACTING, DRILLING OR PRODUCING SAID SUBSTANCES, AS GRANTED TO LEO A. SELTZER AND BELLE F. SELTZER, HIS WIFE AS JOINT TENANTS, IN DEED RECORDED JANUARY 11, 1957 AS INSTRUMENT NO. 269 IN BOOK 53335 PAGE 230 OFFICIAL RECORDS.

said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and written Notice of Default and Election to Sell. The undersigned caused a Notice of Default and Election to Sell to be recorded in the county where the real property is located.

Dated: 6/18/2019

The Mortgage Law Firm, PLC. may be attempting to collect a debt. Any information obtained may be used for that purpose.

THE MORTGAGE LAW FIRM, PLC

Adriana Durham/Authorized Signature

27455 TIERRA ALTA WAY, STE. B, TEMECULA, CA 92590 (619) 465-8200

FOR TRUSTEE'S SALE INFORMATION PLEASE CALL (800) 280-2832

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should

RECORDING REQUESTED BY:
CalHFA Mortgage Assistance Corporation
Keep Your Home California Program

WHEN RECORDED MAIL TO:
CoreLogic
450 E. Boundary Street
Chapin, SC 29036

05/08/2015
20150535062

No. 2134621

Case Nbr: **32684656**

Reviewed 5-28-2018

This space for Recorder's use

DEED OF TRUST
(Keep Your Home California Program)

NOTICE TO HOMEOWNER
THIS DEED OF TRUST CONTAINS
PROVISIONS RESTRICTING ASSUMPTIONS

This Deed of Trust is made on April 27, 2015, by LISA JANCO, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, AN UNDIVIDED ONE-HALF INTEREST, (the "Homeowner") whose address is 42103 Capistrano Pl, Quartz Hill, CA 93536-7316 to the CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation (the "Trustee") whose address is P.O. Box 5678, Riverside, CA 92517 in favor of the CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation, as beneficiary, (the "CalHFA MAC") whose address is P.O. Box 5678, Riverside, CA 92517 and any successor or assigns.

1. HOMEOWNER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of Homeowner's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property (the "Property") located in the County of LOS ANGELES, State of California, described below as,

LOT 8 OF TRACT 31351, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1128, PAGES 26 TO 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 3204-046-001

which property address is 42103 Capistrano Pl, Quartz Hill, CA 93536-7316
which is incorporated herein by this reference; and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property (all of which real and personal property are sometimes referred to as the "Property"): all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Homeowner now or hereafter situated on said real property are not intended to be included as part of the Property.

2. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

3

RECORDING REQUESTED BY:
CalHFA Mortgage Assistance Corporation
Keep Your Home California Program

WHEN RECORDED MAIL TO:
CoreLogic
450 E. Boundary Street
Chapin, SC 29036

05/08/2015
20150535062

No. 2134621

Case Nbr: 32684656

Recieved 5-28-2018

This space for Recorder's use

DEED OF TRUST
(Keep Your Home California Program)

NOTICE TO HOMEOWNER
THIS DEED OF TRUST CONTAINS
PROVISIONS RESTRICTING ASSUMPTIONS

This Deed of Trust is made on April 27, 2015, by LISA JANCO, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY, AN UNDIVIDED ONE-HALF INTEREST, (the "Homeowner") whose address is 42103 Capistrano Pl, Quartz Hill, CA 93536-7316 to the CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation (the "Trustee") whose address is P.O. Box 5678, Riverside, CA 92517 in favor of the CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation, as beneficiary, (the "CalHFA MAC") whose address is P.O. Box 5678, Riverside, CA 92517 and any successor or assigns.

1. HOMEOWNER, IN CONSIDERATION OF THE INDEBTEDNESS HEREIN RECITED AND THE TRUST HEREIN CREATED HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of Homeowner's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property (the "Property") located in the County of LOS ANGELES, State of California, described below as,

LOT 8 OF TRACT 31351, IN THE CITY OF LANCASTER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1128, PAGES 26 TO 29 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 3204-046-001

which property address is 42103 Capistrano Pl, Quartz Hill, CA 93536-7316
which is incorporated herein by this reference; and (b) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property (all of which real and personal property are sometimes referred to as the "Property"); all of which are hereby pledged and assigned, transferred, and set over onto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of Homeowner now or hereafter situated on said real property are not intended to be included as part of the Property.

2. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

3

Payment of the indebtedness evidenced by that certain promissory note of Homeowner of even date herewith and titled "Promissory Note (Open-Ended Credit) *Keep Your Home California Program*" (the "Note") of Homeowner in the face amount of Seven thousand, six hundred eighty one dollars and 32/100, ($7,681.32) (which amount, under the Note, may be increased or decreased due to changes in Trustor's monthly mortgage payment and/or expenses incurred by Trustor's primary mortgage lender in connection with Trustor's default under their primary mortgage loan, either of which may occur after the initial date of the Note, but in no case shall such amount exceed the maximum benefit assistance of the approved program in the amount equal to $25,000.00 in the aggregate.)", and any and all amendments, modifications, extensions or renewals of the Note.

3 TO PROTECT THE SECURITY OF THIS DEED OF TRUST, HOMEOWNER AGREES:

3.1 *Maintenance of the Property.* (a) To keep the Property in a decent, safe, sanitary, tenantable condition and repair and permit no waste thereof; (b) not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable; (c) not to remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property; (d) to repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust; (e) to comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property; (f) not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without CalHFA MAC's written consent; and (g) not to alter the use of all or any part of the Property without the prior written consent of CalHFA MAC.

3.2 *Insurance.* To keep the Property insuredagainst loss or damage by fire and such other hazards, casualties and contingencies and by such companies, on such forms and in the amount of the replacement cost of the buildings or improvements on the Property. Neither Trustee nor CalHFA MAC shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses.

3.3 *Payment of Taxes and Utility Charges.* To pay, at least ten (10) days prior to delinquency, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property.

4. IT IS MUTUALLY AGREED THAT:

4.1 *Awards and Damages.* All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (a) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (b) any damage to or destruction of the Property or any part thereof by insured casualty, and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to CalHFA MAC. CalHFA MAC is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as CalHFA MAC shall determine at its option. CalHFA MAC shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by CalHFA MAC may be released to Homeowner upon such conditions as CalHFA MAC may impose for its disposition. Application of all or any part of the amounts collected and received by CalHFA MAC or the release thereof shall not cure or waive any default under this Deed of Trust. If the Property is abandoned by Homeowner, or if, after notice by CalHFA MAC to Homeowner that the condemnor offers to make an award or settle a claim for damages, Homeowner fails to respond to CalHFA MAC within thirty (30) days after the date such notice is mailed, CalHFA MAC is authorized to collect and apply the proceeds, at CalHFA MAC's option, either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

4.2 *Prohibition on Transfer of Interests.* Homeowner shall not make any sale, lease, conveyance of the Property in any form, or any part thereof or interest therein, without the prior written consent of CalHFA MAC. CalHFA MAC may decline to give such consent in its sole discretion.

4.3 *Principal Forgiveness* . If the Homeowner is a Qualified Homeowner at all times prior to and on the 3rd year anniversary of the date of the Note, 100% of the principal amount outstanding under the Note shall be reduced and forgiven.

4.4 *Repayment of advance.* The indebtedness secured by this Deed of Trust is a deferred payment obligation. Unless the principal amount of the indebtedness securing this Deed of Trust is forgiven pursuant to paragraph 4.3, or unless CalHFA MAC otherwise agrees in writing, Homeowner

shall repay to the CalHFA MAC the principal and any other amounts due under the Note on the earliest of the following occurrence:

(a) The first lien indebtedness on the Property is refinanced and homeowner receives more than one percent (1%) of the principal amount of the new loan in cash;

(b) The first lien indebtedness on the Property is assumed

(c) Title to the Property is transferred.

4.5 *Sale or Forbearance.* No sale of the Property, forbearances on the part of CalHFA MAC or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Homeowner either in whole or in part.

4.6 *CalHFA MAC's Rights to Release.* Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) CalHFA MAC may, at its sole discretion, (i) release any person now or hereafter liable for payment of any or all such indebtedness, (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness, and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and (b) Trustee, acting pursuant to the written request of CalHFA MAC, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.

4.7 *Reconveyance.* Upon written request of CalHFA MAC stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by CalHFA MAC, and upon surrender of this Deed of Trust and the Note and any additional notes to Trustee for cancellation, and upon payment to Trustee of its fees and expenses, Trustee shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts and profits of the Property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

5. EVENTS OF DEFAULT

5.1 *Events of Default.* Any one or more of the following events shall constitute a default under this Deed of Trust: (a) failure of Homeowner to observe or to perform any covenant, condition or agreement to be observed or performed by Homeowner pursuant to the Note or this Deed of Trust; or (b) the occurrence of any event which, under the terms of the Note, shall entitle CalHFA MAC to exercise the rights or remedies thereunder; or (c) the occurrence of any event of default under the terms of any superior note or deed of trust on the Property.

5.2 *Acceleration and Sale.*

(a) Acceleration. In the event of any default CalHFA MAC, without demand on Homeowner, may declare all sums hereby secured immediately due and payable by notice thereof to Homeowner or by executing and recording or by causing Trustee to execute and record a notice of default and election to cause the Property to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Deed of Trust or by any other appropriate manner;

(b) Sale. After delivery to Trustee of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Homeowner, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Homeowner, Trustee or CalHFA MAC, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Note or otherwise, or representing advances made or costs or expenses paid or incurred by CalHFA MAC under this Deed of Trust, or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby as provided in this Deed of Trust, or any other instrument evidencing or securing

any indebtedness hereby secured, in such order as CalHFA MAC shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

5.3 *Attorney's Fees.* If Trustee or CalHFA MAC shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or CalHFA MAC under this Deed of Trust, or if CalHFA MAC employs an attorney to collect any or all of the indebtedness hereby secured or to foreclose this Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee and CalHFA MAC shall be reimbursed by Homeowner, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case whether or not suit be commenced, and the same.

5.4 *Exercise of Remedies; Delay.* No exercise of any right or remedy by CalHFA MAC or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by CalHFA MAC or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.5 *Trustee Substitution.* The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to CalHFA MAC, to be exercised at any time hereafter, without specifying any reason therefor by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever CalHFA MAC deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

5.6 *Remedies Cumulative.* No remedy herein contained or conferred upon CalHFA MAC or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to CalHFA MAC or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

6. MISCELLANEOUS PROVISIONS

6.1 *Successors, Assigns, Gender, Number.* The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

6.2 *Headings.* The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

6.3 *Actions on Behalf of CalHFA MAC.* Except as is otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by CalHFA MAC is required or permitted under this Deed of Trust, such action shall be in writing.

6.4 *Terms.* The word "CalHFA MAC" means the present CalHFA MAC, or any future owner or holder, including pledgee, of the indebtedness secured hereby.

6.5. Qualified Homeowner means CalHFA MAC has determined, in its sole discretion from documentation provided by the Homeowner, that Homeowner is eligible to receive financial assistance under CalHFA MAC's Keep Your Home California Program and has satisfied all of the program criteria disclosed in writing to Homeowner, including without limitation occupying the Property as his/her principal residence.

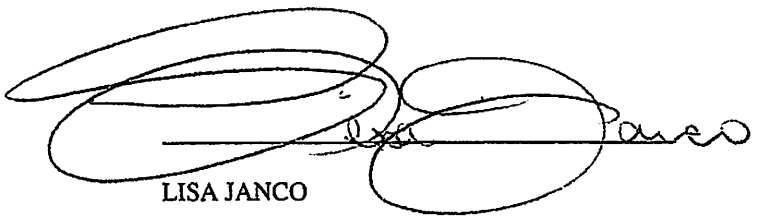
6.6 *Obligations of Homeowner.* If more than one person has executed this Deed of Trust as "Homeowner", the obligations of all such persons hereunder shall be joint and several.

6.7 *Severability.* If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

6.8 *Indemnification.* Homeowner shall indemnify and hold CalHFA MAC, its officers and agents harmless against any and all losses, claims, demands, penalties and liabilities which CalHFA MAC, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against CalHFA MAC, its officers or agents by reason of any action so taken or omitted. Homeowner shall, at Homeowner's expense, defend, indemnify, save and hold CalHFA MAC, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust and Homeowner shall pay CalHFA MAC upon demand

all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by CalHFA MAC as a result of any legal action arising out of this Deed of Trust.

IN WITNESS WHEREOF, Homeowner has executed this Deed of Trust on the day and year as acknowledged by Notary Public.



LISA JANCO

ALL-PURPOSE ACKNOWLEDGMENT NOTARY FOR CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

On April 30 2015 (Date), before me, Bianca Bloom, Notary Public, personally appeared LISA JANCO.

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

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

WITNESS my hand and official seal.

Signature of Notary Public

BIANCA BLOOM
Commission # 2014661
Notary Public - California
Los Angeles County
My Comm. Expires Mar 24, 2017

This page is part of your document - DO NOT DISCARD

20150535062

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

05/08/15 AT 08:00AM

Pages: 0007

FEES:	40.00
TAXES:	0.00
OTHER:	0.00
PAID:	40.00

LEADSHEET

201505080120016

00010543537

006815948

SEQ: 03

DAR - Title Company (Hard Copy)

THIS FORM IS NOT TO BE DUPLICATED

E442313

T96

Homeowner ID 2134621

PROMISSORY NOTE (OPEN-ENDED CREDIT)
KEEP YOUR HOME CALIFORNIA PROGRAM

NOTICE TO HOMEOWNER
THIS DOCUMENT CONTAINS PROVISIONS
PROHIBITING UNAUTHORIZED TRANSFERS SECURED BY
A DEED OF TRUST ON RESIDENTIAL PROPERTY

Property Address: 42103 Capistrano Pl, Quartz Hill, CA 93536-7316

$7,681.32

April 27, 2015
Date of this Note

FOR VALUE RECEIVED, the undersigned, Lisa Janco, (the "Homeowner") hereby promises to pay to the order of CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation, its assignees or holder, whose address is P.O. Box 5678, Riverside, CA 92517, (the "CalHFA MAC") as further provided herein, a principal amount initially equal to Seven thousand, six hundred eighty one dollars and 32/100, ($7,681.32), which shall not accrue or bear any interest (the "Note"), until paid. The obligation of the Homeowner with respect to this Note is secured by that certain Deed of Trust entitled "Deed of Trust (Keep Your Home California Program) (the "Deed of Trust"), of even date herewith.

DEFINITIONS

"Date of this Note"-means the date that this Note is executed as specified on the top right hand side of this page.

"Note and Deed of Trust"-means that financial assistance provided by CalHFA MAC or its designee and which is an encumbrance on the Property in a junior lien position.

"Qualified Homeowner"-means CalHFA MAC has determined, in its sole discretion from documentation provided by the Homeowner, that Homeowner is eligible to receive financial assistance under CalHFA MAC's Keep Your Home California Program and has satisfied all of the program criteria disclosed in writing to Homeowner, including, without limitation occupying the Property as his/her principal residence.

RECITALS

1. Homeowners Obligation. This Note evidences the obligation of the Homeowner to CalHFA MAC for the repayment of funds provided on behalf of Homeowner to satisfy the existing obligations of the Homeowner with respect to that certain real property (the "Property") described in the Deed of Trust. The amount of this Note shall be due and payable at the end of the Term of Note as set forth in paragraph 5 below, upon acceleration of payment as set forth in paragraph 6 below or upon forgiveness pursuant to paragraph 2 below.

2. Amounts. The outstanding principal amount of this Note shall not accrue or bear any interest. The funds advanced pursuant to this Note may, at the option of CalHFA MAC, be advanced on Homeowner's behalf, at one or more intervals from time to time. The initial amount of financial assistance under this Note as stated above may be increased or decreased due to changes in Homeowner's monthly mortgage payment and/or expenses incurred by Homeowner's primary mortgage lender in connection with Homeowner's default under their primary mortgage loan, either of which may occur after the initial assistance approval date, but in no case shall such assistance exceed the maximum benefit assistance of the approved program in the amount equal to $25,000.00 in the aggregate.

In addition, Homeowner expressly authorizes CalHFA MAC to disburse such funds being advanced hereunder, if any, directly to Homeowner's first lien mortgage servicer or lender. Further, if the Homeowner is a Qualified

11. Notices. Except as may be otherwise specifically provided herein, any approval, notice, direction, consent, request or other action by CalHFA MAC [illegible] to the Homeowner at the address of the Property, or at such other place or [illegible] Homeowner shall designate to CalHFA MAC in writing, from time to time, for the receipt of communications from CalHFA MAC.

12. No Prohibition Against Prepayment. Homeowner may prepay this Note at any time without penalty.

13. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15. Time. Time is of the essence in this Note.

16. No Waiver by CalHFA MAC. No waiver of any breach, default of failure of condition under the terms of the Note or Deed of Trust shall thereby be implied from any failure of CalHFA MAC to take, or any delay by CalHFA MAC in taking, action with respect to such breach, default or failure or from any previous waiver of any similar or unrelated breach, default or failure; and a waiver of any term of the Note, Deed of Trust, or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

17. Successors and Assigns. The promises and agreements herein contained shall bind and inure to the benefit of, as applicable, the respective heirs, executors, administrators, successors and assigns of the parties.

Lisa Janco 4-30-2015

Lisa Janco Date

Declaration of Mortgage Servicer Pursuant to Civil Code § 2923.5

Borrower(s): Lisa Janco
Mortgage Servicer: Ditech Financial LLC
Property: 42103 Capistrano Pl, Lancaster CA 93536

TS No.: 138936

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

- [X] The mortgage servicer has contacted the borrower pursuant to California Civil Code § 2923.5(a)(2) to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
- [ ] Despite the exercise of due diligence pursuant to California Civil Code § 2923.5(e), the mortgage servicer has been unable to contact the borrower "to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- [ ] No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of Section 2920.5.
- [ ] The requirements of Cal. Civil Code § 2923.5 do not apply because the loan is not secured by a first mortgage or first deed of trust that secures a loan, or that encumbers real property, or the loan is not secured by owner-occupied residential real property as described in Civil Code § 2924.15(a).

I certify that this declaration is accurate, complete and supported by competent and reliable evidence, which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 4-23-18

Ditech Financial LLC f/k/a Green Tree Servicing LLC

Tamura Giffin

By: Tamura Giffin

Re: JANCO CASE

Homeowners Hurt by Mortgage Scam Seek Role in Ditech Bankruptcy

By Josh Saul; April 22, 2019, 12:51 PM PDT

- **'Vulnerable' homeowners request committee to protect interests**
- **Ditech seeks plan that would release firm from legal liability**

0516615D

REVERSE MORTGAGE SOLUTIONS I Private Company

Homeowners in Chicago cheated by a mortgage fraud scheme are seeking to form a committee to protect their interests in the bankruptcy of Ditech Holding Corp., the company that owns their loans.

The Investor Protection Center at the Northwestern Pritzker School of Law filed a request for the creation of a committee of consumer creditors to represent borrowers who were victims of the scheme. The fraud targeted elderly African-American homeowners and coerced them into reverse mortgages with no benefits that left some in foreclosure, the filing states.

Ditech, the mortgage lender and servicer led by Tom Marano, filed for bankruptcy in February and has proposed a plan to restructure its debt that would release it from liabilities such as lawsuits filed by consumer borrowers. J. Samuel Tenenbaum, a professor of law at Northwestern,

said the homeowners he helps represent will be harmed by such a release of liabilities.

The center's clients "are elderly, disabled, and lack the financial means to obtain representation, are the most vulnerable and at risk of harm in Ditech bankruptcy matters," Tenenbaum, who is the director of the Northwestern's Complex Civil Litigation and Investor Protection Center, wrote in the filing Friday.Representatives for Ditech declined to comment.

Mortgage Fraud

Another issue that jeopardizes consumer rights is that Ditech alleges foreclosures should not be halted by the automatic stay ordered by bankruptcy court, according to the filing. Two of the homeowners who Tenenbaum represents are currently in litigation with the Ditech unit, Reverse Mortgage Solutions Inc., after the company foreclosed on them, the filing states.

Federal prosecutors charged Chicago businessman Mark Steven Diamond in 2017 in a $7 million reverse mortgage scheme that targeted elderly homeowners. Reverse Mortgage Solutions was a lender or a servicer on some of the loans made in the alleged fraud, Tenenbaum said.

"These are elderly African-American people who did it right, they saved up, owned their home, brought stability to their neighborhood," Tenenbaum said over the phone. "This guy stripped away their equity. It's really sad. It's really heartbreaking."

Consumer Financial Protection Bureau

CFPB V. GREEN TREE SERVICING, LLC.
CIVIL PENALTY FUND THIRD-PARTY ADMINISTRATOR
PO BOX 4199
PORTLAND OR 97208-4199

883704573814

000 0112609 00000000 001 002 28153 □□□: 0 0

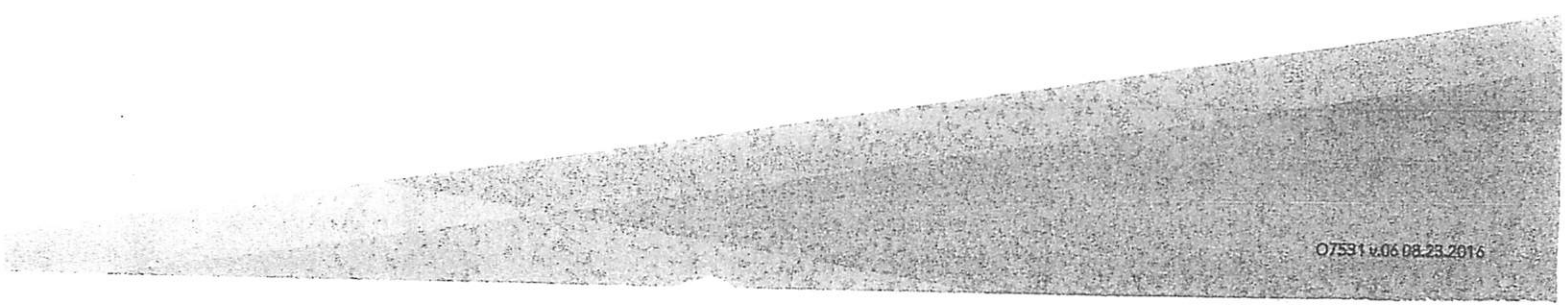
LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

CHECK DATE: SEPTEMBER 6, 2016
CHECK NUMBER: 0304157
CHECK AMOUNT: $53.82
TRACKING NUMBER: 466013

The check below is money you've been awarded because of a federal lawsuit. Here are three steps to take now:

1. Review the check below to make sure your name is correct.
2. Look at the enclosed letter to find out more about why you're receiving the money.
3. Please deposit or cash the check by December 5, 2016.

For questions, please call the Payment Administrator at (877) 853-2535, business days between 8 a.m. and 9 p.m. ET or via email at greentreeservicing_info@cfpbconsumerprotection.org.



Consumer Financial Protection Bureau

Citizens Bank, N.A.

29-1310
0213

CFPB V. GREEN TREE SERVICING, LLC.
CIVIL PENALTY FUND THIRD-PARTY ADMINISTRATOR
PO BOX 4199
PORTLAND OR 97208-4199

CHECK NUMBER
0304157

DATE
09/06/2016

Void if not deposited within ninety (90) days of date of issue

PAY EXACTLY ********** Fifty Three DOLLARS and 82 CENTS

AMOUNT
$ 53.82

PAY TO THE ORDER OF:
LISA JANCO

VOID VOID

For Deposit Only

Brandon L Hardy
Authorized Signature

⑈0304157⑈ ⑆021313103⑆ 4013177586⑈

19-10412-jlg Doc 3800 Filed 11/09/21 Entered 12/06/21 15:47:31 Main Document
Pg 383 of 448

19-10412-jlg Doc 3800 Filed 11/09/21 Entered 12/06/21 15:47:31 Main Document
Pg 384 of 448



Ms. Lisa Janco,

Epiq Bankruptcy Solutions, LLC
PO BOX 4470
Beaverton, OR 97076-4470

Address Service Requested

Legal Documents Enclosed
Please direct to the attention
of the Addressee,
Legal Department or President



BAR(23) MAILID *** 000201294214 *** **** DIT CLMLTR (MERGE2,TXNUM2) 4000016240 ****



JANCO, LISA LORRAINE
9020 W AVE J, SPACE #2
LANCASTER, CA 93536

October 12, 2021

ACKNOWLEDGEMENT OF RECEIPT OF PROOF OF CLAIM

This letter serves as acknowledgement that the claim identified below has been recorded by Epiq Bankruptcy Solutions, LLC, the court-approved claims agent, on the claims register in the Ditech Holding Corporation case ("Acknowledgement"). The claim is also publicly available at the following website address: http://dm.epiq11.com/#/case/DIT/claims. To ensure that your claim has been recorded correctly, please review the following information:

Debtor:	DITECH HOLDING CORPORATION
Case Number:	19-10412
Creditor:	JANCO, LISA LORRAINE
Date Received:	08/23/2021
Claim Number:	2919

Please note that nothing in this Acknowledgement should be construed to mean or imply that your claim is being allowed. The Debtor may elect to object to the identified claim on various grounds.

We strongly encourage you to review your submitted proof of claim image on our website at the address listed above. To find your proof of claim image, enter your name or claim number listed above in the Search Box. The PDF claim image will be accessible on the right side of the page.

WHEN REVIEWING YOUR CLAIM, PLEASE BE AWARE OF ANY PERSONALLY IDENTIFIABLE INFORMATION ("PII") THAT YOU MAY HAVE SUBMITTED AS PART OF YOUR CLAIM. PII can include information used to distinguish or trace an individual's identity, such as a social security number, biometric records, driver's license number, account number, credit or debit card number (including any passwords, access codes, or PIN numbers), or other similar information which alone, or when combined with other personal or identifying information (such as date, place of birth, mother's maiden name etc.), is linked or traceable to a specific individual.

The Proof of Claim Form allows for redacted information. If you identify any PII in your filed claim, please contact us immediately at (646) 282-2400 or via our contact form on our website at http://dm.epiq11.com/#/case/DIT/info and select "Submit Inquiry" in the Case Actions section.

You may also contact us by either of the methods listed above should you have any other questions.

EPIQ BANKRUPTCY SOLUTIONS, LLC

ditech
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651.293.4800
F 651.293.5818
ditech.com

July 16, 2018

VIA EMAIL CJovellanos@dcba.lacounty.gov

Los Angeles County
Consumer & Business Affairs
Attention: Chelo Jovellanos, Investigator
500 West Temple Street, Room B-96
Los Angeles, CA 90012-2706

Re: Los Angeles County File Reference: RE18-04346 (Lisa Janco)
Ditech Financial LLC ("Ditech") Account Number: 32757411

Dear Mr. Jovellanos:

This acknowledges Ditech Financial LLC's receipt of the consumer complaint filed with your office in connection with the above-referenced account. We are reviewing the subject complaint and will promptly provide a substantive response. Please be assured that Ditech takes the complaint very seriously and appreciates the opportunity to respond.

Please note that we have stopped collection activity, if applicable, while we complete our investigation into the concerns presented in this complaint.

We appreciate your time,

Ditech Financial LLC
Corporate Legal Department
345 St. Peter Street, Suite 1400
St. Paul, MN 55102

Cc: Lisa Janco
42103 Capistrano Place
Lancaster, CA 93536

ditech®
a Walter company

Ditech Financial LLC
2100 E. Elliott Rd
Tempe, AZ 85284
Phone: 888-315-8733 x33705
Telephone: (727) 771-4000
Fax: (727) 771-4001

08/16/2019

LISA JANCO
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA, CA 91803

RE: Loan #: **32757411**
Name: **LISA JANCO**
Addr: 42103 CAPISTRANO PL
LANCASTER, CA 93536

Dear Borrower:

Our records indicate this loan has been paid in full to Ditech Financial LLC.

Please retain the enclosed document(s) for your records.

Thank you for doing business with Ditech Financial LLC.

Sincerely,

Ditech

File Loc: OS22515152 RGTSRC 32757411 GTSRC NOT DEFINED CLYN1525 LTRB1_GTSRC

407713457

ditech.
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651.293.4800
F 651.293.5818
ditech.com

July 16, 2018

VIA EMAIL CJovellanos@dcba.lacounty.gov

Los Angeles County
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Attention: Chelo Jovellanos, Investigator
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We appreciate your time,

Ditech Financial LLC
Corporate Legal Department
345 St. Peter Street, Suite 1400
St. Paul, MN 55102

Cc: Lisa Janco
42103 Capistrano Place
Lancaster, CA 93536

ditech
a Walter company

PO Box 6172
Rapid City, SD 57709-6172
1(877) 624-8026

8-776-04518-0000362-001-1-000-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Annual Escrow Account Disclosure Statement

Statement Date:	07/21/2016
Account Number	0032757411
Customer Service:	1-877-624-8026
Hours:	Mon. – Fri. 7:00AM to 8:00PM CST Sat. 7:00AM to 4:00PM CST
Website:	www.ditech.com
Payment Due Date:	07/01/2016
Principal and Interest:	$1,017.01
Escrow:	$484.00
Total Current Payment	$1,501.01
New Payment Effective:	08/01/2016
Principal and Interest:	$1,017.01
Escrow:	$457.06
Escrow Overage/Shortage:	$0.00
Total New Payment	$1,474.07

Pay - 1017.01

Ditech Financial LLC reviews your escrow account each year to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buy down assistance.

The section below sets forth your anticipated escrow activity for the next 12 months. Projected figures are based on information provided by sources which may include: The last tax or insurance payments disbursed, and figures provided to Ditech Financial LLC by your prior servicer. See the reverse side for recent escrow history.

ESCROW DISBURSEMENT

Current Anticipated Disbursements
This year, we anticipate that payments from your account will equal 5,484.72

COUNTY TAX	$3,838.72
HAZARD INS	$1,646.00
Total Disbursements	$5,484.72

The Amount I owed 1646.00

Escrow Payment Calculation
$5,484.72 / 12 months = $457.06

Calculation of Escrow Adjustment

Beginning Required Balance	$1,096.36
Beginning Projected Balance	$2,658.82
Escrow Overage	$1,562.46
Monthly Escrow Adjustment	$0.00

CUSHION SELECTED BY SERVICER:
$914.12

PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTH ESCROW CYCLE

Your projected starting escrow balance is $2,658.82. Based on your projected escrow activity, your required starting escrow balance is $1,096.36. Accordingly, you have a overage of $1,562.46.

Month	Payments To Escrow	Payments From Escrow	Description	Required Balance	Projected Balance
			STARTING BALANCE	$1,096.36	$2,658.82
AUG 16	$457.06			$1,553.42	$3,115.88
SEP 16	$457.06			$2,010.48	$3,572.94
OCT 16	$457.06			$2,467.54	$4,030.00
NOV 16	$457.06	-$1,919.36	CNTY TX PARC	$1,005.24	$2,567.70
DEC 16	$457.06			$1,462.30	$3,024.76
JAN 17	$457.06			$1,919.36	$3,481.82
FEB 17	$457.06			$2,376.42	$3,938.88
MAR 17	$457.06	-$1,919.36	CNTY TX PARC	$914.12	$2,476.58
APR 17	$457.06			$1,371.18	$2,933.64
MAY 17	$457.06			$1,828.24	$3,390.70
JUN 17	$457.06			$2,285.30	$3,847.76
JUL 17	$457.06	-$1,646.00	HAZARD INS	$1,096.36	$2,658.82
TOTAL	$5,484.72	-$5,484.72			

Starting Balance 1096.36 $1646.00 HAZARD INSURANCE
Total Collected 5484.72 Overcharged
6581.08 6581.08 $4935.08

These calculations indicate the projected escrow balance will exceed the allowable low point. The resulting overage is $1,562.46. If you are currently in bankruptcy proceedings this amount may not include the amount in the Proof of Claim. Please contact us for additional details.

Notice: Ditech Financial LLC is a licensed mortgage servicer and debt collector.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Your account history may answer your questions. If not, please call our toll free number for further assistance at 1-877-624-8026.

IMPORTANT MESSAGES

Our website has new content. Visit www.ditech.com to learn about new **Topics of Interest** and view our **expanded FAQ section.** You can also click on the Borrower Services tab to register for **GT Portal** where you can make a payment, view your payment history, activate online statements and much more.

ditech®
a Walter company

Ditech Financial LLC
2100 E. Elliott Rd
Tempe, AZ 85284
Phone: 888-315-8733 x33705
Telephone: (727) 771-4000
Fax: (727) 771-4001

08/16/2019

LISA JANCO
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA, CA 91803

RE: Loan #: **32757411**
Name: **LISA JANCO**
Addr: 42103 CAPISTRANO PL
LANCASTER, CA 93536

Dear Borrower:

Our records indicate this loan has been paid in full to Ditech Financial LLC.

Please retain the enclosed document(s) for your records.

Thank you for doing business with Ditech Financial LLC.

Sincerely,

Ditech

File Loc: OS22515152 RGTSRC 32757411 GTSRC NOT DEFINED CLYN1525 LTRB1_GTSRC



407713457

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
Joseph M. Nicchitta, Interim Director

Los Angeles County
Board of Supervisors
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

June 14, 2018

Ditech Financial LLC
P.O.Box 6172
Rapid City, SD 57709

Lisa Janco CASE NUMBER: RE18-04346

Enclosed is a copy of a consumer complaint for your review. We strive to resolve complaints informally and are very successful in working with businesses to resolve disputes.

Please respond in writing within 10 business days to CJovellanos@dcba.lacounty.gov. Include the case number in the subject line. If you prefer, you can respond by mail to the Consumer Services address at the bottom of this letter.

If you do not respond, or if the complaint remains unresolved, an investigator will contact you.

We look forward to working with you to reach a fair and reasonable resolution.

Sincerely,

Chelo Jovellanos
Investigator

ENCLOSURE

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
Joseph M. Nicchitta, Interim Director

Los Angeles County
Board of Supervisors
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

Complaint
Complaint Type: Real Estate Documents and Loans
Complaint Category: Billing Dispute with Lender

Submission Comment
Help ASAP

Consumer Information
Name: Lisa L Janco
Address: 42103 Capistrano Place Lancaster, CA 93536
Home Phone: 661-540-3466
Cell Phone: 661-540-3466
Email: ljanco@avc.edu

Business Information
Business Name: Ditech Financial LLC
Address: P.O.Box 6172 Rapid City, SD 57709
Primary Phone: 800-643-0202
Fax: 866-870-9919
Website: Ditech.com

Facts of the Complaint
From Date: 5/1/2016
To Date: 5/21/2018
Complaint Summary: Di-Tech has been over charging me 500.00 a month and kept State Controller's Funding for the blind Elderly and Disabled which I am paying 7% interest on since Dec, 2016. They know I'm legally Blind and are trying to Illegally Foreclose on my House. I have filed a Complaint with the CFPB #1712142708093 on 12/13/2017 Which Di-Tech admits to receiving the State Controller's Funding and keeping it also putting all Correspondence in Micro-font to mock my disability. I have filed a complaint with HUD and ADA and the Federal Trade Commission. They will not stop until the United States Government stops them . Please Help me A.S.A.P.
Involves Real Estate Fraud?: Yes
Recorded Document #: 20180439470
Is FHA Loan?: Yes
Involves Other Address?: No
Payment Amount: $1,502.00
Payment Date: 5/9/2016
Payment Method: Check
Payment Recipient: Di Tech

Received a Refund?: No
Available Documents: Contracts
Where Transaction Occurred: At your home
Address of transaction: 42103 Capistrano Place,Lancaster, Ca. 93536

Resolving the Complaint
Desired Complaint Resolution: Restraining order against Di-Tech to stop them from Illegally selling my home go before a judge
Contacted the Business?: Yes
Hired an Attorney?: No
Other Agencies Filed With: HUD, ADA, CFPB 3 1712142708093, State Controller's office, Fair Trade Commission, Dept. of Rehabilitation blind field office, Disability advocacy State of California
Filed Lawsuit or Small Claims?: No

Consumer Acknowledgments
- I confirm that the previous information is true and correct.
- I understand a copy of this information will be sent to the business against which I have filed a complaint.
- I understand my complaint is a public document, is available for inspection by the public and the media, and will be shared with the national consumer complaint database.
- I indicate my expressed permission for the business to disclose personal information relevant to this case to representatives of the County of Los Angeles Department of Consumer Affairs.

ditech
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651 293 4800
F 651 293 5813
ditech.com

July 16, 2018

VIA EMAIL CJovellanos@dcba.lacounty.gov

Los Angeles County
Consumer & Business Affairs
Attention: Chelo Jovellanos, Investigator
500 West Temple Street, Room B-96
Los Angeles, CA 90012-2706

Re: Los Angeles County File Reference: RE18-04346 (Lisa Janco)
Ditech Financial LLC ("Ditech") Account Number: 32757411

Dear Mr. Jovellanos:

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Please note that we have stopped collection activity, if applicable, while we complete our investigation into the concerns presented in this complaint.

We appreciate your time,

Ditech Financial LLC
Corporate Legal Department
345 St. Peter Street, Suite 1400
St. Paul, MN 55102

Cc: Lisa Janco
42103 Capistrano Place
Lancaster, CA 93536

ditech
HOME LOANS

Ditech Financial LLC
345 St. Peter Street, Suite 1400
Saint Paul, MN 55102
T 651 293 4800
F 651 293 5813
ditech.com

July 16, 2018

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Los Angeles County
Consumer & Business Affairs
Attention: Chelo Jovellanos, Investigator
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Los Angeles, CA 90012-2706

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Ditech Financial LLC
Corporate Legal Department
345 St. Peter Street, Suite 1400
St. Paul, MN 55102

Cc: Lisa Janco
42103 Capistrano Place
Lancaster, CA 93536

```
**********************
*** FAX TX REPORT ***
**********************

TRANSMISSION OK

JOB NO.                  1243
DESTINATION ADDRESS      18776122422
SUBADDRESS
DESTINATION ID
ST. TIME                 06/14 08:59
TX/RX TIME               10'20
PGS.                     18
RESULT                   OK
```

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
Joseph M. Nicchitta, Interim Director

Los Angeles County Board of Supervisors
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

June 14, 2018

Ditech Financial LLC
P.O.Box 6172
Rapid City, SD 57709

Lisa Janco CASE NUMBER: RE18-04346

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We look forward to working with you to reach a fair and reasonable resolution.

Sincerely,

Chelo Jovellanos
Investigator

ENCLOSURE

****
*** FAX TX REPORT ***
****

TRANSMISSION OK

JOB NO.	1245
DESTINATION ADDRESS	18668709919
SUBADDRESS	
DESTINATION ID	
ST. TIME	06/14 09:11
TX/RX TIME	10'24
PGS.	18
RESULT	OK

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
Joseph M. Nicchitta, Interim Director

Los Angeles County Board of Supervisors
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
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Kathryn Barger

June 14, 2018

Ditech Financial LLC
P.O.Box 6172
Rapid City, SD 57709

Lisa Janco CASE NUMBER: RE18-04346

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We look forward to working with you to reach a fair and reasonable resolution.

Sincerely,

Chelo Jovellanos
Investigator

ENCLOSURE

****
*** FAX TX REPORT ***
****

TRANSMISSION OK

JOB NO.	1244
DESTINATION ADDRESS	18882217389
SUBADDRESS	
DESTINATION ID	
ST. TIME	06/14 09:22
TX/RX TIME	08'37
PGS.	18
RESULT	OK

LOS ANGELES COUNTY
CONSUMER & BUSINESS AFFAIRS
Joseph M. Nicchitta, Interim Director

Los Angeles County Board of Supervisors
Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

June 14, 2018

Ditech Financial LLC
P.O.Box 6172
Rapid City, SD 57709

Lisa Janco CASE NUMBER: RE18-04346

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Sincerely,

Chelo Jovellanos
Investigator

ENCLOSURE

Exhibit 8

ditech
a Walter company

PO Box 6172
Rapid City, SD 57709-6172

MONTHLY BILLING STATEMENT
Statement Date: 01/14/2016

Account Number	**623089968**
Next Payment Due	**02/01/2016**
Amount Due	**$4,199.29**

If payment is received after 02/17/2016, a $44.33 late fee will be charged.

Fraudulent INVOICES

0603673 000005641 04DTY6-0055860-P1P2P8
LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Phone: 1-800-643-0202
Mon - Fri 7AM - 8PM CST
Saturday 7AM - 1PM CST
Email: customer.service@ditech.com
Property Address:
42103 CAPISTRANO PL
LANCASTER, CA 93536

Continued from previous page

Date	Description	Charges	Payments
12/17/2015	Late Fee Assessment	$42.89	

-C04380-

ditech.

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
11/12/2016	12/01/2016	$2,948.14

If payment is received after 12/16/2016, a $50.85 late fee will be charged

6-776-05971-0017279-002-1-101-010-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Escrow 7234.77

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday, 7a.m. - 8 p.m. CST
Saturday, 7a.m. - 1 p.m. CST

If the County Tax Year 14 is 3838.72

Account Information

Loan Number	0032757411
Principal Balance †	$218,845.35
Escrow Balance	$2,467.54
Deferred Balance	$7,543.48
Funds in Suspense Balance	$95.76
Interest Rate	4.000%
Interest Type	Actuarial
Prepayment Penalty	No
Next Rate Reset	03/2017
Property Address:	42103 CAPISTRANO PL LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payment Breakdown

Since Last Statement/Month	
Principal	$286.57
Interest	$730.44
Escrow (Tax & Insurance)	$457.06
Total Fees and Charges	$0.00
Funds in Suspense	$30.93
Total Paid	**$1,505.00**
Year to Date	
Principal	$3,594.40
Interest	$8,089.43
Escrow (Tax & Insurance)	$7,234.77
Total Fees and Charges	$0.00
Funds in Suspense	$95.76
Total Paid Year to Date	**$19,014.36**

Explanation of Amount Due

Principal	$288.48
Interest	$728.53
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,474.07
Total New Fees and Charges	$0.00
Past Due Amount	$1,474.07

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
11/12/16	Payments	$0.00	$1,505.00

Total Amount Due: $2,948.14

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Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Exhibit 12

SECTION 4 HOW IS MY ESCROW SHORTAGE CALCULATED?

Every year, we analyze what you'll need to pay in taxes and/or insurance premiums. We then calculate the amount you'll likely need in escrow to pay these bills. To determine if you have enough funds in your escrow account, we use this formula:

Lowest Projected Balance	-$2,339.53	(in gray below)
- Minimum Escrow Balance	$944.70	(in gray below)
Shortage Amount	**-$3,284.23**	

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $944.70.

This table shows expected payments in and out of your account over the next 12 months:

Date	What We Expect You to Pay to Escrow	What We Expect to Pay Out	Payment Description	Expected Balance	Balance Needed in Your Account
Beginning Balance				-$761.78	$2,522.45
03/19	$472.35	$2,050.10	CNTY TX PARC	-$2,339.53	$944.70
04/19	$472.35			-$1,867.18	$1,417.05
05/19	$472.35			-$1,394.83	$1,889.40
06/19	$472.35			-$922.48	$2,361.75
07/19	$472.35	$1,568.00	HAZARD INS	-$2,018.13	$1,266.10
08/19	$472.35			-$1,545.78	$1,738.45
09/19	$472.35			-$1,073.43	$2,210.80
10/19	$472.35			-$601.08	$2,683.15
11/19	$472.35	$2,050.10	CNTY TX PARC	-$2,178.83	$1,105.40
12/19	$472.35			-$1,706.48	$1,577.75
01/20	$472.35			-$1,234.13	$2,050.10
02/20	$472.35			-$761.78	$2,522.45
Ending Balance				-$761.78	$2,522.45
TOTAL	$5,668.20	$5,668.20			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$525.24	$1,424.60
05/18			$474.90					$525.24	$1,899.50
06/18			$474.90	$1,568.00			HAZARD INS	-$1,042.76	$2,374.40
07/18			$474.90			$1,664.00	HAZARD INS	-$1,042.76	$1,185.30
08/18			$474.90					-$1,042.76	$1,660.20
09/18			$474.90					-$1,042.76	$2,135.10
10/18			$474.90					-$1,042.76	$2,610.00
11/18			$474.90	$2,050.10		$2,017.35	CNTY TX PARC	-$3,092.86	$1,067.55
12/18	$8,369.80	E	$474.90	$5,883.80	E		DELQ BASE ON	-$606.86	$1,542.45
12/18				$1,104.72			TAXES	-$1,711.58	$1,542.45
01/19	$474.90	E	$474.90					-$1,236.68	$2,017.35
02/19	$474.90	E	$474.90					-$761.78	$2,492.25
Ending Balance								-$761.78	$2,492.25
TOTAL	$9,319.60		$4,749.00	$10,606.62		$3,681.35			

E = estimated future payment

	- Minimum Escrow Balance	$944.70 (in gray below)
	Shortage Amount	**-$3,284.23**

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $944.70.

This table shows expected payments in and out of your account over the next 12 months:

Date	What We Expect You to Pay to Escrow	What We Expect to Pay Out	Payment Description	Expected Balance	Balance Needed in Your Account
Beginning Balance				-$761.78	$2,522.45
03/19	$472.35	$2,050.10	CNTY TX PARC	-$2,339.53	$944.70
04/19	$472.35			-$1,867.18	$1,417.05
05/19	$472.35			-$1,394.83	$1,889.40
06/19	$472.35			-$922.48	$2,361.75
07/19	$472.35	$1,568.00	HAZARD INS	-$2,018.13	$1,266.10
08/19	$472.35			-$1,545.78	$1,738.45
09/19	$472.35			-$1,073.43	$2,210.80
10/19	$472.35			-$601.08	$2,683.15
11/19	$472.35	$2,050.10	CNTY TX PARC	-$2,178.83	$1,105.40
12/19	$472.35			-$1,706.48	$1,577.75
01/20	$472.35			-$1,234.13	$2,050.10
02/20	$472.35			-$761.78	$2,522.45
Ending Balance				**-$761.78**	**$2,522.45**
TOTAL	$5,668.20	$5,668.20			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$525.24	$1,424.60
05/18			$474.90					$525.24	$1,899.50
06/18			$474.90	$1,568.00			HAZARD INS	-$1,042.76	$2,374.40
07/18			$474.90			$1,664.00	HAZARD INS	-$1,042.76	$1,185.30
08/18			$474.90					-$1,042.76	$1,660.20
09/18			$474.90					-$1,042.76	$2,135.10
10/18			$474.90					-$1,042.76	$2,610.00
11/18			$474.90	$2,050.10		$2,017.35	CNTY TX PARC	-$3,092.86	$1,067.55
12/18	$8,369.80	E	$474.90	$5,883.80	E		DELQ BASE ON	-$606.86	$1,542.45
12/18				$1,104.72			TAXES	-$1,711.58	$1,542.45
01/19	$474.90	E	$474.90					-$1,236.68	$2,017.35
02/19	$474.90	E	$474.90					-$761.78	$2,492.25
Ending Balance								**-$761.78**	**$2,492.25**
TOTAL	$9,319.60		$4,749.00	$10,606.62		$3,681.35			

E = estimated future payment

ditech.

PO Box 6172, Rapid City, SD 57709-6172

6-776-05971-0017279-002-1-101-010-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Escrow 7234.77

BILLING STATEMENT

Statement Date	Due Date	Amount Due
11/12/2016	12/01/2016	$2,948.14

If payment is received after 12/16/2016, a $50.85 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday, 7a.m. - 8 p.m. CST
Saturday, 7a.m. - 1 p.m. CST

Account Information

Loan Number	0032757411
Principal Balance †	$218,845.35
Escrow Balance	$2,467.54
Deferred Balance	$7,543.48
Funds in Suspense Balance	$95.76
Interest Rate	4.000%
Interest Type	Actuarial
Prepayment Penalty	No
Next Rate Reset	03/2017
Property Address:	42103 CAPISTRANO PL LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payment Breakdown

Since Last Statement/Month	
Principal	$286.57
Interest	$730.44
Escrow (Tax & Insurance)	$457.06
Total Fees and Charges	$0.00
Funds in Suspense	$30.93
Total Paid	**$1,505.00**
Year to Date	
Principal	$3,594.40
Interest	$8,089.43
Escrow (Tax & Insurance)	$7,234.77
Total Fees and Charges	$0.00
Funds in Suspense	$95.76
Total Paid Year to Date	**$19,014.36**

Explanation of Amount Due

Principal	$288.48
Interest	$728.53
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,474.07
Total New Fees and Charges	$0.00
Past Due Amount	$1,474.07

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
11/12/16	Payments	$0.00	$1,505.00

Total Amount Due: $2,948.14

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Important Messages *(More information on the Back)*

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

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PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Payment Due Date	Amount Du
05/16/2018	05/16/2018	$18,257.17

2-776-13376-0009572-001-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

The Amount Due reflected above is as of 05/16/201

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday 8AM - 6PM

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	$525.24
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No
Property Address:	42103 CAPISTRANO PL LANCASTER CA 93536

† This is not your payoff amount.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Reinstatement Amount[1]	$18,257.17
Total Amount Due	**$18,257.17**
Accelerated Amount[2]	$234,868.11

[1]The loan may be reinstated by paying only the reinstatement amount; as opposed to the full accelerated balance, however, this reinstatement amount may not be sufficient to reinstate your account if additional fees were added to your account since this statement was generated. Contact Ditech for the exact amount required for reinstatement.

[2]This is not a payoff amount. Contact customer service at 1-800-643-0202 for a payoff amount.

Transaction Activity Since Last Statement

Date	Description	Charges	Payments

There were no transactions for this statement period.

Delinquency Notice

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of May 16 you are 319 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

A first notice or filing to initiate foreclosure on your account has occurred.

Recent Account History

-Payment Due 12/01/17:	Unpaid amount of $1,610.20
-Payment Due 01/01/18:	Unpaid amount of $1,610.20
-Payment Due 02/01/18:	Unpaid amount of $1,610.20
-Payment Due 03/01/18:	Unpaid amount of $1,610.20
-Payment Due 04/01/18:	Unpaid amount of $1,610.20
-Payment Due 05/01/18:	Unpaid amount of $1,628.04

-Total: $18,257.17 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages (More information on the Back)

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

ditech®
P.O. Box 15009
Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	**$1,610.20**

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

ditech
P.O. Box 15009
Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	**$1,610.20**

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

DETACH AND DEPOSIT OR CASH YOUR SURPLUS CHECK

SECTION 3 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

Date	What You Actually Paid to Escrow	What We Expected You to Pay to Escrow	What We Actually Paid Out	What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance						-$10,053.72	$2,522.45
03/19		$472.35	$2,050.10	$2,050.10	CNTY TX PARC	-$12,103.82	$944.70
04/19		$472.35				-$12,103.82	$1,417.05
05/19		$472.35				-$12,103.82	$1,889.40
06/19		$472.35	$1,566.00		HAZARD INS	-$13,659.82	$2,361.75
07/19	$13,981.02	$472.35		$1,566.00	HAZARD INS	$321.20	$1,266.10
08/19	$0.39	$472.35	$0.39		ESC REFUND	$321.20	$1,738.45
08/19			$321.20		ESC REFUND	$0.00	$1,738.45
TOTAL	$13,981.41	$2,834.10	$3,927.69	$3,618.10			

E = estimated future payment

ditech.

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
04/16/2018	05/01/2018	$18,257.17

6-775-13003-0030603-004-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

If payment is received after 05/16/2018, a $57.66 late fee will be charged

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7169
Pasadena, CA 91109-7169

Call 1-800-643-0202
Monday - Friday 8AM - 6PM

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	$525.24
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No

Property Address:
42103 CAPISTRANO PL
LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Principal	$260.85
Interest	$892.29
Escrow (Tax & Insurance)	$474.90
Regular Monthly Payment	$1,628.04
Total New Fees and Charges	$57.66
Past Due Amount	$16,571.47

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
04/16/18	Late Charge Asmt	$57.66	$0.00

Total Amount Due[1]: $18,257.17

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of April 16 you are 269 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

A first notice or filing to initiate foreclosure on your account has occurred.

Recent Account History

-Payment Due 11/01/17:	Unpaid amount of $1,610.20
-Payment Due 12/01/17:	Unpaid amount of $1,610.20
-Payment Due 01/01/18:	Unpaid amount of $1,610.20
-Payment Due 02/01/18:	Unpaid amount of $1,610.20
-Payment Due 03/01/18:	Unpaid amount of $1,610.20
-Payment Due 04/01/18:	Unpaid amount of $1,610.20

-Total: $16,257.17 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages *(More information on the Back)*

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

YOUR TOTAL INTEREST PAID IN 2017 WAS $5,804.67.

[1]This amount may not be sufficient to reinstate your account. Contact Ditech for the exact amount required for reinstatement.

ditech
a Walter company

PO Box 6172
Rapid City , SD 57709-6172
1(877) 624-8026

8-776-04518-0000362-001-1-000-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Annual Escrow Account Disclosure Statement

Statement Date: 07/21/2016
Account Number 0032757411

Customer Service: 1-877-624-8026
Hours: Mon. – Fri. 7:00AM to 8:00PM CST
Sat. 7:00AM to 4:00PM CST
Website: www.ditech.com

Payment Due Date:	07/01/2016
Principal and Interest:	$1,017.01
Escrow:	$484.00
Total Current Payment	$1,501.01
New Payment Effective:	08/01/2016
Principal and Interest:	$1,017.01
Escrow:	$457.06
Escrow Overage/Shortage:	$0.00
Total New Payment	$1,474.07

Ditech Financial LLC reviews your escrow account each year to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buy down assistance.

The section below sets forth your anticipated escrow activity for the next 12 months. Projected figures are based on information provided by sources which may include: The last tax or insurance payments disbursed, and figures provided to Ditech Financial LLC by your prior servicer. See the reverse side for recent escrow history.

ESCROW DISBURSEMENT

Current Anticipated Disbursements
This year, we anticipate that payments from your account will equal 5,484.72

COUNTY TAX	$3,838.72
HAZARD INS	$1,646.00
Total Disbursements	$5,484.72

PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTH ESCROW CYCLE

Your projected starting escrow balance is $2,658.82. Based on your projected escrow activity, your required starting escrow balance is $1,096.36. Accordingly, you have a overage of $1,562.46.

Month	Payments To Escrow	Payments From Escrow	Description	Required Balance	Projected Balance
			STARTING BALANCE	$1,096.36	$2,658.82
AUG 16	$457.06			$1,553.42	$3,115.88
SEP 16	$457.06			$2,010.48	$3,572.94
OCT 16	$457.06			$2,467.54	$4,030.00
NOV 16	$457.06	-$1,919.36	CNTY TX PARC	$1,005.24	$2,567.70
DEC 16	$457.06			$1,462.30	$3,024.76
JAN 17	$457.06			$1,919.36	$3,481.82
FEB 17	$457.06			$2,376.42	$3,938.88
MAR 17	$457.06	-$1,919.36	CNTY TX PARC	$914.12	$2,476.58
APR 17	$457.06			$1,371.18	$2,933.64
MAY 17	$457.06			$1,828.24	$3,390.70
JUN 17	$457.06			$2,285.30	$3,847.76
JUL 17	$457.06	-$1,646.00	HAZARD INS	$1,096.36	$2,658.82
TOTAL	$5,484.72	-$5,484.72			

Escrow Payment Calculation
$5,484.72 / 12 months = $457.06

Calculation of Escrow Adjustment

Beginning Required Balance	$1,096.36
Beginning Projected Balance	$2,658.82
Escrow Overage	$1,562.46
Monthly Escrow Adjustment	$0.00

CUSHION SELECTED BY SERVICER:
$914.12

These calculations indicate the projected escrow balance will exceed the allowable low point. The resulting overage is $1,562.46. If you are currently in bankruptcy proceedings this amount may not include the amount in the Proof of Claim. Please contact us for additional details.

Notice: Ditech Financial LLC is a licensed mortgage servicer and debt collector.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Your account history may answer your questions. If not, please call our toll free number for further assistance at 1-877-624-8026.

IMPORTANT MESSAGES

Our website has new content. Visit www.ditech.com to learn about new **Topics of Interest** and view our **expanded FAQ section.** You can also click on the Borrower Services tab to register for **GT Portal** where you can make a

ditech
P.O. Box 15009
Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	$1,610.20

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Impound Laws 2 monthly payments
For padding = $944.00 Not 13 x the Amount

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

SECTION 3 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

Date	What You Actually Paid to Escrow	What We Expected You to Pay to Escrow	What We Actually Paid Out	What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance						-$10,053.72	$2,522.45
03/19		$472.35	$2,050.10	$2,050.10	CNTY TX PARC	-$12,103.82	$944.70
04/19		$472.35				-$12,103.82	$1,417.05
05/19		$472.35				-$12,103.82	$1,889.40
06/19		$472.35	$1,556.00		HAZARD INS	-$13,659.82	$2,361.75
07/19	$13,981.02	$472.35		$1,568.00	HAZARD INS	$321.20	$1,266.10
08/19	$0.39	$472.35	$0.39		ESC REFUND	$321.20	$1,738.45
08/19			$321.20		ESC REFUND	$0.00	$1,738.45
TOTAL	$13,981.41	$2,834.10	$3,927.69	$3,618.10			

E = estimated future payment

ditech
P.O. Box 15009
Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

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LA CNTY DEPT CONSUMER BUSINESS
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We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	**$1,610.20**

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

DETACH AND DEPOSIT OR CASH YOUR SURPLUS CHECK

Ditech Financial LLC
Accounts Payable Department
345 St. Peter Street L602
St. Paul, MN 55102

Citibank, N.A.
One Penn's Way
New Castle, DE 19720

62-20 / 311

8/13/2019

2153138

$321.59

PAY **THREE HUNDRED TWENTY ONE AND 59/100 DOLLARS**

to the order of
LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

VOID AFTER 90 DAYS

⑈2153138⑈ ⑆031100209⑆ 3897700⑈

SECTION 3 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

Date	What You Actually Paid to Escrow	What We Expected You to Pay to Escrow	What We Actually Paid Out	What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance						-$10,053.72	$2,522.45
03/19		$472.35	$2,050.10	$2,050.10	CNTY TX PARC	-$12,103.82	$944.70
04/19		$472.35				-$12,103.82	$1,417.05
05/19		$472.35				-$12,103.82	$1,889.40
06/19		$472.35	$1,556.00		HAZARD INS	-$13,659.82	$2,361.75
07/19	$13,981.02	$472.35		$1,568.00	HAZARD INS	$321.20	$1,266.10
08/19	$0.39	$472.35	$0.39		ESC REFUND	$321.20	$1,738.45
08/19			$321.20		ESC REFUND	$0.00	$1,738.45
TOTAL	**$13,981.41**	**$2,834.10**	**$3,927.69**	**$3,618.10**			

E = estimated future payment

ditech. P.O. Box 15009 Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	**$1,610.20**

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

DETACH AND DEPOSIT OR CASH YOUR SURPLUS CHECK

Ditech Financial LLC
Accounts Payable Department
345 St. Peter Street L602
St. Paul, MN 55102

Citibank, N.A.
One Penn's Way
New Castle, DE 19720

62-20 / 311

8/13/2019

2153138

$321.59

PAY **THREE HUNDRED TWENTY ONE AND 59/100 DOLLARS**

to the order of
LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

VOID AFTER 90 DAYS

⑈2153138⑈ ⑆031100209⑆ 3897700⑉

ditech®
PO Box 6172
Rapid City, SD 57709-6172

Annual Escrow Account Disclosure Statement

Statement Date: 03/07/2018
Your Loan Account Number: 0032757411

6-776-12499-0001123-001-1-100-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Mon. – Fri. 7 am to 8 pm CST
Sat. 7 am to 1 pm CST

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We review your escrow account every year to ensure it is properly funded, based on your upcoming taxes and/or insurance premiums. This statement provides details of any changes in your escrow account and resulting changes to your mortgage payment.

Our review shows your escrow account has an escrow **surplus of $3,671.24**. You have a surplus because you have more funds than needed to cover your minimum escrow balance. See Section 4 for details. You will receive a separate check for this surplus amount, as long as your account is current. If your account is past due, the surplus funds remain in your escrow account.

Effective May 01, 2018, your monthly mortgage payment will be $1,628.04.

SECTION 2 WHY ARE MY PAYMENTS CHANGING?

Changes to monthly escrow amounts are common. They're often caused by a change in your taxes and/or insurance premiums. So even if you have a surplus in your account, your monthly escrow payment could increase. This table shows how your escrow and mortgage payments are changing.

	Current Payment	Changes	New Payment
Due Date	07/01/2017		05/01/2018
Principal and Interest	$1,153.14		$1,153.14
Escrow Payment	$457.06	↑ $17.84	$474.90
TOTAL	**$1,610.20**	**↑ $17.84**	**$1,628.04**

We use anticipated payments from your escrow account to determine your monthly escrow payment:

Combined Property Insurance	$1,664.00
Combined Taxes	$4,034.70
TOTAL OUTGOING PAYMENTS	$5,698.70 ÷ 12 months = **$474.90 Monthly Escrow**

SECTION 3 WHAT DO I NEED TO DO?

- As long as you are current on your mortgage payments, your escrow surplus check will be mailed to you separately.
- **If applicable, please watch for this separate check in the mail.**
- If you use automatic bill pay, please contact your bank to adjust your mortgage payment amount, due May 01, 2018.

SECTION 4 HOW IS MY ESCROW SURPLUS CALCULATED?

Every year, we analyze what you'll need to pay in taxes and/or insurance premiums. We then calculate the amount you'll likely need in escrow to pay these bills. To determine if you have enough funds in your escrow account, we use this formula:

Lowest Projected Balance	$4,621.04	(in gray below)
- Minimum Escrow Balance	$949.80	(in gray below)
Surplus Amount	**$3,671.24**	

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $949.80.

This table shows expected payments in and out of your account over the next 12 months:

Date	What We Expect You to Pay to Escrow	What We Expect to Pay Out	Payment Description	Expected Balance	Balance Needed in Your Account
Beginning Balance				$5,095.84	$1,424.60
05/18	$474.90			$5,570.74	$1,899.50
06/18	$474.90			$6,045.64	$2,374.40
07/18	$474.90	$1,664.00	HAZARD INS	$4,856.54	$1,185.30
08/18	$474.90			$5,331.44	$1,660.20
09/18	$474.90			$5,806.34	$2,135.10
10/18	$474.90			$6,281.24	$2,610.00
11/18	$474.90	$2,017.35	CNTY TX PARC	$4,738.79	$1,067.55
12/18	$474.90			$5,213.69	$1,542.45
01/19	$474.90			$5,688.59	$2,017.35
02/19	$474.90			$6,163.49	$2,492.25
03/19	$474.90	$2,017.35	CNTY TX PARC	$4,621.04	$949.80
04/19	$474.90			$5,095.94	$1,424.70
Ending Balance				**$5,095.94**	**$1,424.70**
TOTAL	**$5,698.80**	**$5,698.70**			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$612.36	$1,096.36
08/16	$484.00		$457.06					$1,096.36	$1,553.42
09/16	$457.06		$457.06					$1,553.42	$2,010.48
10/16	$457.06		$457.06					$2,010.48	$2,467.54
11/16	$457.06		$457.06	$1,941.66		$1,919.36	CNTY TX PARC	$525.88	$1,005.24
12/16	$499.96		$457.06					$1,025.84	$1,462.30
01/17			$457.06					$1,025.84	$1,919.36
02/17	$914.12		$457.06					$1,939.96	$2,376.42
03/17	$457.06		$457.06	$1,941.65		$1,919.36	CNTY TX PARC	$455.37	$914.12
04/17			$457.06					$455.37	$1,371.18
05/17			$457.06					$455.37	$1,828.24
06/17	$457.06		$457.06	$1,664.00			HAZARD INS	-$751.57	$2,285.30
07/17	$3,883.31		$457.06			$1,646.00	HAZARD INS	$3,131.74	$1,096.36
08/17	$457.06							$3,588.80	$1,096.36
09/17	$457.06							$4,045.86	$1,096.36
10/17	$457.06							$4,502.92	$1,096.36
11/17				$2,017.36			CNTY TX PARC	$2,485.56	$1,096.36
12/17	$57.03							$2,542.59	$1,096.36
03/18	$4,113.54	E		$2,017.35	E		CNTY TX PARC	$4,638.78	$1,096.36
04/18	$457.06	E						$5,095.84	$1,096.36
Ending Balance								**$5,095.84**	**$1,096.36**
TOTAL	**$14,065.50**		**$5,484.72**	**$9,582.02**		**$5,484.72**			

E = estimated future payment

SECTION 4 HOW IS MY ESCROW SURPLUS CALCULATED?

Every year, we analyze what you'll need to pay in taxes and/or insurance premiums. We then calculate the amount you'll likely need in escrow to pay these bills. To determine if you have enough funds in your escrow account, we use this formula:

Lowest Projected Balance	$4,621.04	(in gray below)
- Minimum Escrow Balance	$949.80	(in gray below)
Surplus Amount	**$3,671.24**	

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $949.80.

This table shows expected payments in and out of your account over the next 12 months:

Date	What We Expect You to Pay to Escrow	What We Expect to Pay Out	Payment Description	Expected Balance	Balance Needed in Your Account
Beginning Balance				$5,095.84	$1,424.60
05/18	$474.90			$5,570.74	$1,899.50
06/18	$474.90			$6,045.64	$2,374.40
07/18	$474.90	$1,664.00	HAZARD INS	$4,856.54	$1,185.30
08/18	$474.90			$5,331.44	$1,660.20
09/18	$474.90			$5,806.34	$2,135.10
10/18	$474.90			$6,281.24	$2,610.00
11/18	$474.90	$2,017.35	CNTY TX PARC	$4,738.79	$1,067.55
12/18	$474.90			$5,213.69	$1,542.45
01/19	$474.90			$5,688.59	$2,017.35
02/19	$474.90			$6,163.49	$2,492.25
03/19	$474.90	$2,017.35	CNTY TX PARC	$4,621.04	$949.80
04/19	$474.90			$5,095.94	$1,424.70
Ending Balance				$5,095.94	$1,424.70
TOTAL	$5,698.80	$5,698.70			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$612.36	$1,096.36
08/16	$484.00		$457.06					$1,096.36	$1,553.42
09/16	$457.06		$457.06					$1,553.42	$2,010.48
10/16	$457.06		$457.06					$2,010.48	$2,467.54
11/16	$457.06		$457.06	$1,941.66		$1,919.36	CNTY TX PARC	$525.88	$1,005.24
12/16	$499.96		$457.06					$1,025.84	$1,462.30
01/17			$457.06					$1,025.84	$1,919.36
02/17	$914.12		$457.06					$1,939.96	$2,376.42
03/17	$457.06		$457.06	$1,941.65		$1,919.36	CNTY TX PARC	$455.37	$914.12
04/17			$457.06					$455.37	$1,371.18
05/17			$457.06					$455.37	$1,828.24
06/17	$457.06		$457.06	$1,664.00			HAZARD INS	-$751.57	$2,285.30
07/17	$3,883.31		$457.06			$1,646.00	HAZARD INS	$3,131.74	$1,096.36
08/17	$457.06							$3,588.80	$1,096.36
09/17	$457.06							$4,045.86	$1,096.36
10/17	$457.06							$4,502.92	$1,096.36
11/17				$2,017.36			CNTY TX PARC	$2,485.56	$1,096.36
12/17	$57.03							$2,542.59	$1,096.36
03/18	$4,113.54	E		$2,017.35	E		CNTY TX PARC	$4,638.78	$1,096.36
04/18	$457.06	E						$5,095.84	$1,096.36
Ending Balance								$5,095.84	$1,096.36
TOTAL	$14,065.50		$5,484.72	$9,582.02		$5,484.72			

E = estimated future payment

09-18-'18 11:29 FROM-
ditech
PO Box 6172
Rapid City, SD 57709-6172

T-715 P0002/0011 F-485

Annual Escrow Account Disclosure Statement

Anniversary Date 7-21-2018

Statement Date: 03/07/2018
Your Loan Account Number: 0032757411

6-776-12499-0001123-001-100-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Questions?

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Sat. 7 am to 1 pm CST

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We review your escrow account every year to ensure it is properly funded, based on your upcoming taxes and/or insurance premiums. This statement provides details of any changes in your escrow account and resulting changes to your mortgage payment.

Our review shows your escrow account has an escrow **surplus of $3,671.24**. You have a surplus because you have more funds than needed to cover your minimum escrow balance. See Section 4 for details. You will receive a separate check for this surplus amount, as long as your account is current. If your account is past due, the surplus funds remain in your escrow account.

Effective May 01, 2018, your monthly mortgage payment will be $1,628.04.

SECTION 2 WHY ARE MY PAYMENTS CHANGING?

Changes to monthly escrow amounts are common. They're often caused by a change in your taxes and/or insurance premiums. So even if you have a surplus in your account, your monthly escrow payment could increase. This table shows how your escrow and mortgage payments are changing.

	Current Payment	Changes	New Payment
Due Date	07/01/2017		05/01/2018
Principal and Interest	$1,153.14		$1,153.14
Escrow Payment	$457.06	↑ $17.84	$474.90
TOTAL	**$1,610.20**	**↑ $17.84**	**$1,628.04**

$5698.70

We use anticipated payments from your escrow account to determine your monthly escrow payment:

Combined Property Insurance	$1,664.00
Combined Taxes	$4,034.70
TOTAL OUTGOING PAYMENTS	$5,698.70 ÷ 12 months = **$474.90 Monthly Escrow**

SECTION 3 WHAT DO I NEED TO DO?

- As long as you are current on your mortgage payments, your escrow surplus check will be mailed to you separately.
- **If applicable, please watch for this separate check in the mail.**
- If you use automatic bill pay, please contact your bank to adjust your mortgage payment amount, due May 01, 2018.

	to Pay to Escrow	Pay Out		in Your Account	
Beginning Balance				$5,095.84	$1,424.60
05/18	$474.90			$5,570.74	$1,899.50
06/18	$474.90			$6,045.64	$2,374.40
07/18	$474.90	$1,664.00	HAZARD INS	$4,856.54	$1,185.30
08/18	$474.90			$5,331.44	$1,660.20
09/18	$474.90			$5,806.34	$2,135.10
10/18	$474.90			$6,281.24	$2,610.00
11/18	$474.90	$2,017.35	CNTY TX PARC	$4,738.79	$1,067.55
12/18	$474.90			$5,213.69	$1,542.45
01/19	$474.90			$5,688.59	$2,017.35
02/19	$474.90			$6,163.49	$2,492.25
03/19	$474.90	$2,017.35	CNTY TX PARC	$4,621.04	$949.80
04/19	$474.90			$5,095.94	$1,424.70
Ending Balance				$5,095.94	$1,424.70
TOTAL	$5,698.80	$5,698.70			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$612.36	$1,096.36
08/16	$484.00		$457.06					$1,096.36	$1,553.42
09/16	$457.06		$457.06					$1,553.42	$2,010.48
10/16	$457.06		$457.06					$2,010.48	$2,467.54
11/16	$457.06		$457.06	$1,941.66		$1,919.36	CNTY TX PARC	$525.88	$1,005.24
12/16	$499.96		$457.06					$1,025.84	$1,462.30
01/17			$457.06					$1,025.84	$1,919.36
02/17	$914.12		$457.06					$1,939.96	$2,376.42
03/17	$457.06		$457.06	$1,941.65		$1,919.36	CNTY TX PARC	$455.37	$914.12
04/17			$457.06					$455.37	$1,371.18
05/17			$457.06					$455.37	$1,828.24
06/17	$457.06		$457.06	$1,664.00			HAZARD INS	-$751.57	$2,285.30
07/17	$3,883.31		$457.06			$1,646.00	HAZARD INS	$3,131.74	$1,096.36
08/17	$457.06							$3,588.80	$1,096.36
09/17	$457.06							$4,045.86	$1,096.36
10/17	$457.06							$4,502.92	$1,096.36
11/17				$2,017.36			CNTY TX PARC	$2,485.56	$1,096.36
12/17	$57.03							$2,542.59	$1,096.36
03/18	$4,113.54	E		$2,017.35	E		CNTY TX PARC	$4,638.78	$1,096.36
04/18	$457.06	E						$5,095.84	$1,096.36
Ending Balance								$5,095.84	$1,096.36
TOTAL	$14,065.50		$5,484.72	$9,582.02		$5,484.72			

E = estimated future payment

ditech®

P.O. Box 15009
Tempe, AZ 85284 - 0109

Final Escrow Account Disclosure Statement

Statement Date: 08/13/2019
Your Loan Account Number: 0032757411

5-776-20427-0000008-001-1-000-000-000-000

LISA JANCO
LA CNTY DEPT CONSUMER BUSINESS
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$1,153.14
Escrow Payment	$457.06
TOTAL	$1,610.20

SECTION 2 WHAT DO I NEED TO DO?

- Below is a check for the extra funds in your escrow account. **Please deposit or cash this check.**

Impound Laws 2 monthly payments
For padding = $944.00 Not 13 x the Amount

Please see back for payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

09-18-'18 11:30 FROM- T-715 P0004/0011 F-485

ditech.
a Walter company

PO Box 6172
Rapid City, SD 57709-6172
1(877) 624-8026

8-776-04516-0000362-001-000-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Annual Escrow Account Disclosure Statement

7/21/2016

Statement Date	07/21/2016
Account Number	0032767411

Customer Service:	1-877-624-8026
Hours:	Mon. – Fri. 7:00AM to 8:00PM CST Sat. 7:00AM to 4:00PM CST
Website:	www.ditech.com

Payment Due Date:	07/01/2016
Principal and Interest:	$1,017.01
Escrow:	$484.00
Total Current Payment	$1,501.01
New Payment Effective:	08/01/2016
Principal and Interest:	$1,017.01
Escrow:	$457.06
Escrow Overage/Shortage:	$0.00
Total New Payment	$1,474.07

Ditech Financial LLC reviews your escrow account each year to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buy down assistance.

The section below sets forth your anticipated escrow activity for the next 12 months. Projected figures are based on information provided by sources which may include: The last tax or insurance payments disbursed, and figures provided to Ditech Financial LLC by your prior servicer. See the reverse side for recent escrow history.

ESCROW DISBURSEMENT

Current Anticipated Disbursements
This year, we anticipate that payments from your account will equal 5,484.72

COUNTY TAX	$3,838.72
HAZARD INS	$1,646.00
Total Disbursements	$5,484.72

Escrow Payment Calculation
$5,484.72 / 12 months = $457.06

Calculation of Escrow Adjustment

Beginning Required Balance	$1,096.36
Beginning Projected Balance	$2,658.82
Escrow Overage	$1,562.46
Monthly Escrow Adjustment	$0.00

CUSHION SELECTED BY SERVICER: $914.12

PAD

PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTH ESCROW CYCLE

Your projected starting escrow balance is $2,658.82. Based on your projected escrow activity, your required starting escrow balance is $1,096.36. Accordingly, you have a overage of $1,562.46.

Month	Payments To Escrow	Payments From Escrow	Description	Required Balance	Projected Balance
			STARTING BALANCE	$1,096.36	$2,658.82
AUG 16	$457.06			$1,553.42	$3,115.88
SEP 16	$457.06			$2,010.48	$3,572.94
OCT 16	$457.06			$2,467.54	$4,030.00
NOV 16	$457.06	-$1,919.36	CNTY TX PARC	$1,005.24	$2,567.70
DEC 16	$457.06			$1,462.30	$3,024.76
JAN 17	$457.06			$1,919.36	$3,481.82
FEB 17	$457.06			$2,376.42	$3,938.88
MAR 17	$457.06	-$1,919.36	CNTY TX PARC	$914.12	$2,476.58
APR 17	$457.06			$1,371.18	$2,933.64
MAY 17	$457.06			$1,828.24	$3,390.70
JUN 17	$457.06			$2,285.30	$3,847.76
JUL 17	$457.06	-$1,646.00	HAZARD INS	$1,096.36	$2,658.82
TOTAL	$5,484.72	-$5,484.72			

These calculations indicate the projected escrow balance will exceed the allowable low point. The resulting overage is $1,562.46. If you are currently in bankruptcy proceedings this amount may not include the amount in the Proof of Claim. Please contact us for additional details.

Notice: Ditech Financial LLC is a licensed mortgage servicer and debt collector.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Your account history may answer your questions. If not, please call our toll free number for further assistance at 1-877-624-8026.

IMPORTANT MESSAGES

Our website has new content. Visit www.ditech.com to learn about new **Topics of Interest** and view our **expanded FAQ section.** You can also click on the Borrower Services tab to register for **GT Portal** where you can make a payment, view your payment history, activate online statements and much more.

Listed below is a limited summary of transactions Ditech has received on your account. Please contact customer service at 1-800-643-0202 if you have any questions.

Process Date	Transaction Description	Total Amount	Principal Amount	Interest Amount	Escrow Amount	Optional Insurance	Fees and Charges
01/17/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-50.85
02/03/17	Payment	1,550.00	288.48	728.53	457.06	.00	.00
02/15/17	Payment	1,550.00	289.45	727.56	457.06	.00	.00
03/15/17	Payment	1,625.00	290.41	726.60	457.06	.00	.00
03/23/17	Misc Tax Disb	-1,941.65	.00	.00	-1,941.65	.00	.00
04/17/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
05/16/17	Payment	1,820.00	246.10	907.04	457.06	.00	.00
05/23/17	NSF Payment Reversal	.00	-246.10	-907.04	-457.06	.00	.00
05/23/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
06/07/17	Payment	1,625.00	246.10	907.04	457.06	.00	.00
06/13/17	Hazard Insurance	-1,664.00	.00	.00	-1,664.00	.00	.00
06/13/17	Escrow Advance	-751.57	.00	.00	751.57	.00	.00
07/08/17	Tax Refund Deposit	1,941.66	.00	.00	1,941.66	.00	.00
07/08/17	Tax Refund Deposit	1,941.65	.00	.00	1,941.65	.00	.00
07/17/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
08/15/17	Payment	1,555.00	.00	.00	.00	.00	.00
08/15/17	Payment	.00	247.13	906.01	457.06	.00	.00
09/07/17	Payment	1,555.00	.00	.00	.00	.00	.00
09/07/17	Payment	.00	248.16	904.98	457.06	.00	.00
10/16/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
10/27/17	Payment	1,555.00	.00	.00	.00	.00	.00
10/27/17	Payment	.00	249.19	903.95	457.06	.00	.00
11/13/17	Misc Tax Disb	-2,017.36	.00	.00	-2,017.36	.00	.00
11/16/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
12/16/17	Late Charge Assessmt	.00	.00	.00	.00	.00	-57.66
12/30/17	Escrow Deposit	42.14	.00	.00	42.14	.00	.00
12/30/17	Escrow Deposit	14.89	.00	.00	14.89	.00	.00

United States Bankruptcy Court Southern District of New York TO The DOJ

JANCO VS. Ditech Holding Corporation LLC Case #19-10412

ADVERSAEY PROCEEDING Case # 20-01051 (proof of Claim# 2585)(Amended Proof of Claim# 2916 amount $650.000.00 Blind Equipped house CSE INSURANCE monies plus interest, State of California Funding for the Blind with 7% Interest to Ca until paid from 2016 until? Punitive and Compensory Damages.

Di-Tech LLC. CASE NO. 19-10412-jpg

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

Good Morning your Honor, thank you for having me in your court room.

I have requested an advocate and or an attorney assigned by the court if these proceedings continue due to my disability if this is appropriate from the court.

A creditor may enforce the lien to recover the property secured by the lien even after a discharge is entered by the bankruptcy court.

III. Action to Determine Discharge ability

A debt may also be excepted from discharge if it was incurred under false pretenses, fraud, and for willful and malicious injury.15 In this way, bankruptcy cannot be used to shield a debtor from the victims of their improper conduct.

A party seeking to except a debt from discharge under Section 523(a) (2), (4), or (6) of Title 11, must initiate an adversary proceeding in the bankruptcy court to obtain a judgement that the debt is nondischargeable.16 The burden of proving a ground for objection is on the objecting party.17 The burden may be met under a preponderance of the evidence standard.18

While federal law controls the issue of non-discharge ability, a determination of the existence and amount of the underlying debt is controlled by state law or other relevant non-bankruptcy law.19 The establishment of the debt is governed by the applicable state statute of limitations.

I Lisa Janco had applied for a government program for the State of California for various years 2016 -2019 The state approved me and would pay the property taxes for these years and in return you pay them back 7% Interest on the funds. I was approved for the program Di-Tech paid the property taxes out of my impound account then when Di-Tech received the Government funding they were instructed by the State of California to return them back to Lisa Janco.

Di-Tech was to close the impound account and reduce the monthly payment to Principal and Interest only Approx. $ 1,125.00 a month the State was paying the property Tax's and the Escrow analysis was to be run and the impound account closed in July 2017. Di-Tech acknowledged they had the funds for 10 months as I was being charged 7 % interest on the funds. The Tax Dept was closing the impound account and was to send a check with the Government funds with 7 % interest that occurred due to their mistake. The check and analysis were to be sent Nov 1st, 2017. When no check came, I filed a complaint with the CFPB. Dec 2017 once I filed the complaint Di-Tech changed the Approx. to a Approx. $7000.00 credit to an Approx. $11000.00 to $14,000.00 Debit in retaliation and sent a statement saying Approx.$14,000.00 was due. The evidence will show that changing a credit into a debit within 30 days is an act of fraud. The monthly payments were to be principal and Interest only approx. $1025.00 a month. Di-Tech finally responded to the complaint on January 30,2018.Di- Tech admitted that the payments

should be this amount in the response to the CFPB in writing which was their response to the accusations.

The evidence will show I had the right to use a government program due to me being disabled and blind. The evidence will show from day 1 Di-Tech was not going to allow myself, Lisa Janco to use the Government program from 2016- 2019. They charged the impounds for the Property Taxes in 2016-2017 and when Di-Tech received the Government funding used it and Di-Tech needs to account for the Government funding and account for the reason they refused to allow myself Lisa Janco and her family from using the State Funding Program from 2016-2019. Ms. Janco has shown a plausible claim for relief under the ADA 503 and 504 under title iii the courts may order compensatory and punitive damages for discrimination. Under the ADA materials must be available for people with disability in alternate formats such as larger print format and accessibility. Under the Unruh act businesses cannot discriminate against people based on a disability. The evidence will show Di- Tech mocking Ms. Janco for her disability and admissions to the CFPB complaint # 170214-2708093 on Dec 13th, 2017. Di- Tech made an admission to the CFPB that they were reaching out to their print vendor for larger font and have no idea when this will be available for Ms. Janco violates the ADA Laws and the fact that Di-Tech can blow up certain items but put important papers in micro font proves malice and malicious behavior from Di-Tech in the same complaint admits they received the State of California in November of 2016 then say the future disbursements of them were invalid. The same complaint to the CFPB; Di-Tech also states that Ms. Janco Only needed to pay principal and interest of Approx. $1101.00 a month. Ms. Janco did not need any modification; and the fact that Di-Tech put the modification paperwork in micro font is just another example of Di-Techs attempt to defraud Ms. Janco due to her being Blind. Ms. Janco has the Statement from Di-Tech dated Dec 2017 after she made the complaint to the CFPB the statement shows the $7000.00 credit now turned into a $11,683.21. This type of behavior reflects retaliation against Ms. Janco for filing the complaint to the CFPB. The same statement shows as proof that instead of Di-Tech running the escrow analysis for July 2017 and issuing the overage and closing the escrow account while Ms. Janco used the government program. This behavior violates Federal Law R.E.S.P.A, Ms. Janco also has evidence of $13,000.00 and $14,000.00 that Di-Tech put in her Impounds account which violates the Impound Laws of a 2-month pad of $900.00 The fact that Di-Tech knew Ms. Janco's house was 65% paid off and she was not 2 years late on property Tax's gave Di-Tech no right to force Ms. Janco to have an impound account when her Property Taxes were going to be paid by the State of California. Di-Tech agreed and acknowledged that Ms. Janco was using The Government Program agreed to close the Impounds and send Ms. Janco a check by Nov1, 2017. Instead, Di-Tech was trying to defraud Ms. Janco of her Home of 30 years which was worth $650,000.00 and Blind equipped. They were attempting to charge her $ 1,610.00 which is in fact over charging Ms. Janco and refusing to allow her to use the State Program and refusing to provide evidence of where the Government Funding went while Ms. Janco was being charged 7% interest from the program. The Los Angeles Consumer and Business Affairs started an Investigation complaint # RE 18-04346 Di-Tech account # 32757411 Investigator Ms. Jovellanos Dated July 2018 in this complaint was a reference to the ongoing CFPB Complaint filed Dec 13, 2017. In this complaint Di-Tech makes an astounding and malicious statement to the investigator in writing Quote It APPEARS THAT MS. JANCO DOES NOT BELIEVE SHE SHOULD BE MAKING MONTHLY ESCROW DEPOSITS FOR PROPERTY TAXES. In Nov 2016 and March of 2017, we received payments from the State of California for Ms. Janco's partial homestead exemption due to her disability. Di-Tech than states that we have not received any more funds from the State of California for her Property Taxes. Upon further Investigation we were able to locate a property Tax annual statement of Postponed Property Taxes letter from the State of California dated May 23, 2018. (enclosed) Please note this tax postponement letter or any of the approval letters that we have received is not sufficient to remove her Property tax escrow. This statement is a very powerful statement. Di-Tech refused to allow Ms. Janco to use the Government Program no matter what violating her civil rights and received and embezzled the State of California's Funding had the Tax statement showing the interest owed to California and still kept the funding. Di-Tech than states WE SYMPATHIZE WITH MS. JANCO'S SITUATION AND ARE WILLING TO REVIEW THE ACCOUNT. Blowing up certain Items in Question to 2000 size font but

other important documents in Micro font. Under Title iii of the Americans with Disabilities Act (ADA) Prohibits disability-based discrimination of businesses and known as public accommodations. Businesses must provide reasonable accommodations to individuals with disabilities and ensure they have equal rights to services. California Law provides protections The Unruh Civil rights Act and the Disabled Person's Act Prohibit discrimination by any business establishment. Government Code Section 11135 prohibits discrimination any violation of the Title iii is a violation of State and Federal Law. (Gov Code 11135) No person's may be denied the benefits or be discriminated under any program funded directly or assisted financially by the State. (Civ Code 54) A violation of the ADA will also be a violation of this section (Gov Code 12948) Under the Unruh Act you may file a lawsuit to recover damages (Civ Code 52)

Any person or groups conduct is intended to deny the full exercise of the rights guaranteed under the Unruh Act may file suit under (Civ. code 51 et seq) A violation of the ADA. Is also a violation of the Unruh Act. (Civ.Code,51, subd. (f).)

The evidence will show that Di-Tech was under Investigation from Dec 2017 until now for Misappropriation of Government funding and Embezzlement and violating ADA Laws, Fair Trade act, Fair Credit reporting act and RESPA, lying under penalty of perjury that I owed a debt that I did not owe. Violating my Civil rights to use a Government Program that I was approved for. Admissions in writing to CFPB in writing is very strong evidence in any court and admitting to violating the ADA laws and violating Ms. Janco's civil rights and discrimination and admitting in Government reports to violating these laws. The L.A. Consumer and Business Affairs Ms. Jovellanos will testify on Ms. Janco's account to the facts of this case. Ms. Jovellanos asked Di-Tech to produce the Escrow analysis for 2017 and to produce the CSE insurance money account #32757411 Claim number: 00543933 Insurance policy CAH1067071 Insurance check:0695240 The Investigator requested this on June 28, 2019. Di-Tech refused to provide these things along with a reason why they had Pockets of money in suspense accounts. The State of California needs to be paid back with interest and Di-Tech must account for it. In criminal law there are sections prohibiting misuse or theft of government or public funds see sections 18 U.S.C.$$ 643, 644, 648, 649, 650, 651, 652, and 653, In criminal law, misappropriation, illegal use of the property or funds of another person for one's own use or other unauthorized purpose, particularly by a trustee or by any person responsible to care... they may have custody and control but not ownership and when the owner ask for it back and they say no it becomes the crime of embezzlement. In the State of California embezzlement 18 U.S.C. $ 643 and Misappropriation of Government funding is a federal felony U.S.C. 653 and must only be used for the purpose it was intended for 2016 and 2017 Property Taxes. If Ms. Janco was approved for 2017 and 2018 than the same holds true. If Di-Tech put it in any account, they have an obligation under the law to account for the Government funding. The Department of Justice has opened a case they contacted Ms. Janco on January 21,2021. The Adversary Proceeding number 20-01051 was given along with Di-Tech Bankruptcy case number. 10-10412. The Dept of Justice Civil Rights and Disability rights Division opened a case to investigate all the evidence and admissions Di-Tech gave to State and Federal Investigators. Department of Justice Complaint # 32121-RDG.

What Di-Tech was unaware of is that another Government agency was also keeping track of Ms. Janco's Mortgage payments Freddy Mac Program Keep your Home California. The document Ms. Janco submitted to the court as an exhibit is marked "SATIFIED in RED" Ink with a date of 05/2018 as proof that Ms. Janco was never late or that would not state SATISFIED.

The evidence will show that Di-Tech was doing the following: Failure to apply payments promptly. Ms. Janco has evidence that the statements will show Di-Tech received the Mortgage payment and the next month's statement in micro font on the right side was missing or not applied. Payment misapplication, Escrow errors, Wrongful foreclosure, failing to provide information and/or failing to correct errors regarding the servicing of the borrower's mortgage loans. Misappropriation of Government funding and embezzlement of Ms. Janco's funds. Ruining her credit forcing Ms. Janco to sell her house one day before auction to avoid a wrongful foreclosure to be added to Ms. Janco's credit report. The only

thing Ms. Janco wanted to do was to use a Government program from the State of California for the Blind that she was approved for and should have been allowed to benefit from. The evidence will show Instead, Di-Tech broke laws Federal and State and forced Ms. Janco to sell her house due to fraud. Di-Tech knew that they were under Investigation before filing for bankruptcy and during Bankruptcy Proceedings they continued their illegal activities. They are still under Investigation by the Dept of Justice for the various things in Ms. Janco's complaint. It is unlawful to intentionally hurt or cause malicious and harm to another and commit crimes and run to the Bankruptcy court for safety these things abuse the Bankruptcy system. Di-Tech admitted to Government agencies statements like "MS Janco feels she should not be paying for her Property Taxes in Impounds." These statements prove malicious Intent to cause harm. The laws are strict to steal money money from a blind person for financial gainlet alone her House. Housing is a right.

The evidence will also show there were only 6 things that would get Ms. Janco banned from using the program.

1)Moves or sells the property.

2)Transfers Title.

3) Defaults on Senior Lien.

4)Refinances or Modification.

5)Dies.

5) Obtains a reverse Mortgage. In Evidence a paper was found stating these things. The evidence will show that was why they were trying to force a modification on Ms. Janco and when that failed, they Lied and said Ms. Janco was late on her senior loan. Which indeed verifies that Di-Tech Intentionally was trying to retaliate against Ms. Janco for filing a Complaint with the CFPB and Los Angeles Consumer and Business Affairs and Fraud a legally Blind person out of her house of 30 years and violate Ms. Janco's Civil Rights to use a Government Program for the Elderly disabled and Blind which she was entitled to use. Di-Tech was to close the impounds July 2017 and send any monies over $ 50.00 run an escrow analysis of the year 2017. Instead Ms. Janco has in her possession a statement August 2017 showing she owed –$ 8,289.83 which is false Ms. Janco has a breakdown of payments in this time period from the fraud Investigator at the Los Angeles Consumer and Business Affairs showing monthly payments being received by Di-Tech. The Investigator Stated and will Testify that this was the worst Mortgage Fraud that she has seen in 26 years of working for the Consumer Business Affairs and she had 50 opened cases on her desk from residents in Los Angeles County. Four Confessions that Di-Tech LLC. Embezzled the State of California Property Tax Government Money for the blind, elderly and Dis-abled fund from Ms. Janco ; Mocked her in writing which proves intent to harm a Blind Californian. The Los Angeles District Attorneys Letter stating Breech of Contract and Unfair Business Practices.

Under bankruptcy Law A. False Statements, 11 U.S.C. § 523(a)(2)

A debt, extension, or renewal of credit is no dischargeable to the extent it was obtained by "false pretenses, a false representation, or actual fraud" (other than a fraudulent financial statement).21 Most courts hold that it is not necessary to show the debtor obtained direct benefit from the fraudulent conduct.22

A prima facie case under 11 USC § 523(a)(2)(A)23 requires a showing that: (1) the defendant

made representations; (2) the defendant knew them to be false when they made them; (3) the debtor made the representations with the intent and purpose to deceive the plaintiff; (4) the plaintiff justifiably relied

on the representations, and (5) as a result, the plaintiff sustained damage.24 These elements are virtually identical to the elements of common law or actual fraud.25 Fraudulent "[I]intent may properly be inferred from the totality of the circumstances and the conduct of the person accused."26

Only justifiable reliance is required under 11 U.S.C. § 523(a)(2), 27 which is less demanding than the reasonable reliance required for actual fraud under California law.28 The standard "turns on a person's knowledge under the particular circumstances."29 "Justification is a matter of the qualities and characteristics of the particular plaintiff, and the circumstances of the particular case, rather than of the application of a community standard of conduct to all cases."30 "[A] person is justified in relying on a representation of fact 'although he might have ascertained the falsity of the representation had he made an investigation.'"31

If the false statement involves the use of financial statements, slightly different requirements are involved.32 Section 523(a)(2)(B) applies to use of a statement in writing—

(I) that is materially false.

(ii) respecting the debtor's or an insider's financial condition.

(iii) on which the creditor to whom the debtor is liable for such money, property,

services, or credit reasonably relied; and

(iv) that the debtor caused to be made or published with intent to deceive.33

Examples of common discharge ability complaints by the United States include certain types of 21 11 USC § 523(a)(2)(A) (2012) (amended 2016). 22 See Muegler v. Bening, 413 F.3d 980, 983-84 (9th Cir. 2005). 23 § 523(a)(2)(A). 24 Younie v. Gonya (In re Younie), 211 B.R. 367, 373 (B.A.P. 9th Cir. 1997); see also Providian Bancorp v. Bixel (In re Bixel), 215 B.R. 772, 776-77 (Bankr. S.D. Cal. 1997); citing Field v. Mans (In re Field), 516 U.S. 59, 74-75 (1995) (holding that "§ 523(a)(2)(A) requires justifiable, but not reasonable, reliance"). 25 In re Younie, 211 B.R. at 374; Advanta Nat'l Bank v. Kong (In re Kong), 239 B.R. 815, 820 (B.A.P. 9th Cir. 1999). 26 See Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1206 (9th Cir. 2010); citing Kaye v. Rose (In re Rose), 934 F.2d 901, 904 (7th Cir. 1991). 27 11 U.S.C. § 523(a)(2) (2012) (amended 2016). 28 In re Field, 516 U.S. 59, 61 (1995). 29 Citibank, N.A. v. Eashai (In re Eashai), 87 F.3d 1082, 1090 (9th Cir. 1996). 30 RESTATEMENT (SECOND) OF TORTS § 545A CMT. B (AM. LAW INST., 1977); quoted in Field v. Mans (In re Field), 516 U.S. 59, 71 (1995). 31 In re Field, 415 U.S. at 70. 32 See § 523(a)(2)(B); In re Field, 516 U.S. at 69. 33 11 U.S.C. § 523(a)(2)(B) (2012) (amended 2016). Fiduciary Fraud under the bankruptcy code B. Defalcation or Larceny Misappropriation, 11 U.S.C. § 523(a)(4) Section 523(a)(4) of Title 11 of the United States Bankruptcy Code provides that an individual is not discharged "from any debt for fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny."35 The fiduciary capacity requirement applies only to debts for fraud or defalcation.

Embezzlement and larceny do not require the existence of a fiduciary relationship.36

"Embezzlement" within the meaning of § 523(a)(4) "requires three elements: '(1) property

rightfully in the possession of the non-owner, (2) nonowner's appropriation of the property to a use other than that for which [it] was entrusted; and (3) circumstances indicating fraud.'"37 The elements of larceny differ only in that a larcenous debtor has come into possession of funds wrongfully.38 C. Willful and Malicious Injury, 11 U.S.C. § 523(a)(6) Debts for the debtor's "willful and malicious injury" to another entity, or the property of another

entity, are no dischargeable except in chapter 13 cases where the debtor completes all plan payments and obtains a full compliance discharge.39 Under section 523(a)(6) of the Bankruptcy Code, the plaintiff must show that the injury was both willful and malicious.40 The term willful means a deliberate or intentional act.41 "A 'malicious' injury involves (1) a wrongful act; (2) done intentionally; (3) which necessarily causes injury; and (4) is done

without just cause or excuse."42 Determining the intent aspect of a malicious injury is a subjective standard, focusing on the debtor's state of mind.43 The debtor must have the subjective intent to harm or the belief that harm is substantially certain.44 In the case of a conversion that is both intentional and "willful—malice may be inferred from the nature of the wrongful act."45 34 See e.g. United States v. Hall (In re Hall), 515 B.R. 515, 520 (Bankr. S.D. W.Va. 2014) (debtor not entitled to discharge for disability overpayment obtained from SSA through silence regarding return to work).35 § 523(a)(4). 36 See Cal-Micro, Inc. v. Cantrell (In re Cantrell), 329 F.3d 1119, 1125 (9th Cir. 2003); see also Lewis v. Scott (In re Lewis), 97 F.3d 1182, 1185 (9th Cir. 1996); Transamerica Commercial Fin. Corp. v. Littleton (In re Littleton), 942 F.2d 551, 555 (9th Cir. 1991). 37 In re Littleton, 942 F.2d at 555; citing Hoffman v. Hoffman (In re Hoffman), 70 B.R. 155, 162 (Bankr. W.D. Ark. 1986). 38 U-Save Auto Rental of Am. v. Mickens (In re Mickens), 312 B.R. 666, 680 (Bankr. N.D. Cal. 2004); Ormsby v. First Am. Title Co. of Nev. (In re Ormsby), 591 F.3d 1199, 1205 (9th Cir. 2010) (larceny may be determined by federal common law as a "felonious taking of another's personal property with intent to convert it or deprive the owner of the same."). 39 11 U.S.C. § 523(a)(6) (2012) (amended 2016), 11 U.S.C. § 1328(a) (2012). 40 Baldwin v. Kilpatrick (In re Baldwin), 249 F.3d 912, 917 (9th Cir. 2001). 41 Brown v. Brown (In re Brown), 331 B.R. 243, 250 (Bankr. W.D. Va. 2005). 42 Carrillo v. Su (In re Su), 290 F.3d 1140, 1146-47 (9th Cir. 2002); see Petralia v. Jercich (In re Jercich), 238 F.3d 1202, 1209 (9th Cir. 2001) (citing Bammer v. Bammer (In re Bammer), 131 F.3d 788, 791 (9th Cir.1997)). 43 In re Su, 290 F.3d at 1144-46. 44 Id. at 1144. 45 Thiara v. Spycher Brothers (In re Thiara), 285 B.R. 420, 434 (2002) (citation omitted).

Ms. Janco is asking for remedies and damages from Di-Tech for hurting her and her family. She is asking for the replacement of her house blind equipped and punitive and compensatory damages for the unnecessary pain and harm inflicted by di-Tech and their behavior. She now has health Problems such as bleeding ulcers and high blood pressure and the anxiety of a company to defraud of everything you have worked for 30 years paying on a mortgage 65% paid off. Ms. Janco's has suffered and lost everything she was forced to sell all of her belongings get rid of her beloved dogs and everything that meant anything to her. Di-Tech ruined her credit and put Ms. Janco in a transient housing situation for nothing but greed. The Dept of Justice has opened a complaint.

Exhibit 7

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Principal and Interest:	$1,017.01
Escrow:	$484.00
Total Current Payment	$1,501.01

New Payment Effective:	08/01/2016
Principal and Interest:	$1,017.01
Escrow:	$457.06
Escrow Overage/Shortage:	$0.00
Total New Payment	**$1,474.07**

Ditech Financial LLC reviews your escrow account each year to determine if the current monthly payment amounts are sufficient to cover your projected property taxes and/or insurance premiums. Increases or decreases in your annual tax and/or insurance amounts may cause your monthly mortgage payment to change. Your monthly mortgage payment may also change if your loan totals include an adjustable rate feature or buy down assistance.

The section below sets forth your anticipated escrow activity for the next 12 months. Projected figures are based on information provided by sources which may include: The last tax or insurance payments disbursed, and figures provided to Ditech Financial LLC by your prior servicer. See the reverse side for recent escrow history.

ESCROW DISBURSEMENT

Current Anticipated Disbursements
This year, we anticipate that payments from your account will equal 5,484.72

COUNTY TAX	$3,838.72
HAZARD INS	$1,646.00
Total Disbursements	$5,484.72

Escrow Payment Calculation
$5,484.72 / 12 months = $457.06

Calculation of Escrow Adjustment

Beginning Required Balance	$1,096.36
Beginning Projected Balance	$2,658.82
Escrow Overage	$1,562.46
Monthly Escrow Adjustment	$0.00

CUSHION SELECTED BY SERVICER:
$914.12

PROJECTED ESCROW ACTIVITY FOR THE NEXT 12 MONTH ESCROW CYCLE

Your projected starting escrow balance is $2,658.82. Based on your projected escrow activity, your required starting escrow balance is $1,096.36. Accordingly, you have a overage of $1,562.46.

Month	Payments To Escrow	Payments From Escrow	Description	Required Balance	Projected Balance
			STARTING BALANCE	$1,096.36	$2,658.82
AUG 16	$457.06			$1,553.42	$3,115.88
SEP 16	$457.06			$2,010.48	$3,572.94
OCT 16	$457.06			$2,467.54	$4,030.00
NOV 16	$457.06	-$1,919.36	CNTY TX PARC	$1,005.24	$2,567.70
DEC 16	$457.06			$1,462.30	$3,024.76
JAN 17	$457.06			$1,919.36	$3,481.82
FEB 17	$457.06			$2,376.42	$3,938.88
MAR 17	$457.06	-$1,919.36	CNTY TX PARC	$914.12	$2,476.58
APR 17	$457.06			$1,371.18	$2,933.64
MAY 17	$457.06			$1,828.24	$3,390.70
JUN 17	$457.06			$2,285.30	$3,847.76
JUL 17	$457.06	-$1,646.00	HAZARD INS	$1,096.36	$2,658.82
TOTAL	$5,484.72	-$5,484.72			

These calculations indicate the projected escrow balance will exceed the allowable low point. The resulting overage is $1,562.46. If you are currently in bankruptcy proceedings this amount may not include the amount in the Proof of Claim. Please contact us for additional details.

Notice: Ditech Financial LLC is a licensed mortgage servicer and debt collector.

Notwithstanding anything herein to the contrary, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case or you have received in that case a discharge of your personal liability for the obligation identified in this letter, we may not and do not intend to pursue collection of that obligation from you personally. If these circumstances apply, this notice is not and should not be construed to be a demand for payment from you personally. Unless the Bankruptcy Court has ordered otherwise, however, please also note that despite any such bankruptcy filing, whatever rights we hold in the property that secures the obligation remain unimpaired.

Your account history may answer your questions. If not, please call our toll free number for further assistance at 1-877-624-8026.

IMPORTANT MESSAGES

Our website has new content. Visit www.ditech.com to learn about new **Topics of Interest** and view our **expanded FAQ section.** You can also click on the Borrower Services tab to register for **GT Portal** where you can make a payment, view your payment history, activate online statements and much more.

INTERNET REPRINT

ditech
a Walter company

LISA JANCO

Account Number: 0032757411

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Loan Number	Statement Date	Due Date	Amount Due
0032757411	[redacted]	[redacted]	$8,289.83

☐ Check box for address changes on reverse side.

If payment is received after 08/16/2017, a $57.66 late fee will be charged

Make checks payable to Ditech Financial.

Amount Due $
Additional Escrow $
Additional Late $
Additional Principal $
tal Amount Enclosed $

Ditech
PO Box 7169
Pasadena, CA 91109-7169

03275741 1 00161020 0000828983

11/01/2018

Ditech
P.O. Box 6172
Rapid City, SD 57709-6172

+ 0922121 000001823 096C18 0055955
JANCO LISA
1000 S FREMNT AVE A9 E 1ST FL
ALHAMBRA CA 91803-8801

rev. 6/17

ditech®

PO Box 6172
Rapid City, SD 57709-6172

6-776-12499-0001123-001-1-100-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

Annual Escrow Account Disclosure Statement

Statement Date: 03/07/2018
Your Loan Account Number: 0032757411

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Mon. – Fri. 7 am to 8 pm CST
Sat. 7 am to 1 pm CST

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We review your escrow account every year to ensure it is properly funded, based on your upcoming taxes and/or insurance premiums. This statement provides details of any changes in your escrow account and resulting changes to your mortgage payment.

Our review shows your escrow account has an escrow **surplus of $3,671.24**. You have a surplus because you have more funds than needed to cover your minimum escrow balance. See Section 4 for details. You will receive a separate check for this surplus amount, as long as your account is current. If your account is past due, the surplus funds remain in your escrow account.

Effective May 01, 2018, your monthly mortgage payment will be $1,628.04.

SECTION 2 WHY IS MY PAYMENT CHANGING?

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at **1-800-643-0202**
Mon. – Fri. 7 am to 8 pm CST
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Effective May 01, 2018, your monthly mortgage payment will be $1,628.04.

SECTION 2 WHY ARE MY PAYMENTS CHANGING?

Changes to monthly escrow amounts are common. They're often caused by a change in your taxes and/or insurance premiums. So even if you have a surplus in your account, your monthly escrow payment could increase. This table shows how your escrow and mortgage payments are changing.

	Current Payment	Changes	New Payment
Due Date	07/01/2017		05/01/2018
Principal and Interest	$1,153.14		$1,153.14
Escrow Payment	$457.06	▯ $17.84	$474.90
TOTAL	**$1,610.20**	**▯ $17.84**	**$1,628.04**

We use anticipated payments from your escrow account to determine your monthly escrow payment:

Combined Property Insurance	$1,664.00
Combined Taxes	$4,034.70
TOTAL OUTGOING PAYMENTS	$5,698.70 ÷ 12 months = **$474.90 Monthly Escrow**

SECTION 3 WHAT DO I NEED TO DO?

- As long as you are current on your mortgage payments, your escrow surplus check will be mailed to you separately.
- **If applicable, please watch for this separate check in the mail.**

- If you use automatic bill pay, please contact your bank to adjust your mortgage payment amount, due May 01, 2018.

- Minimum Escrow Balance	$949.80 (in gray below)
Surplus Amount	**$3,671.24**

Your escrow account has a minimum balance, as allowed by federal laws, state laws, or your mortgage contract. Your minimum balance includes up to two months of escrow payments to cover increases to your property taxes and/or homeowners insurance. Your minimum escrow balance is $949.80.

This table shows expected payments in and out of your account over the next 12 months:

Date	What We Expect You to Pay to Escrow	What We Expect to Pay Out	Payment Description	Expected Balance	Balance Needed in Your Account
Beginning Balance				$5,095.84	$1,424.60
05/18	$474.90			$5,570.74	$1,899.50
06/18	$474.90			$6,045.64	$2,374.40
07/18	$474.90	$1,664.00	HAZARD INS	$4,856.54	$1,185.30
08/18	$474.90			$5,331.44	$1,660.20
09/18	$474.90			$5,806.34	$2,135.10
10/18	$474.90			$6,281.24	$2,610.00
11/18	$474.90	$2,017.35	CNTY TX PARC	$4,738.79	$1,067.55
12/18	$474.90			$5,213.69	$1,542.45
01/19	$474.90			$5,688.59	$2,017.35
02/19	$474.90			$6,163.49	$2,492.25
03/19	$474.90	$2,017.35	CNTY TX PARC	$4,621.04	$949.80
04/19	$474.90			$5,095.94	$1,424.70
Ending Balance				**$5,095.94**	**$1,424.70**
TOTAL	**$5,698.80**	**$5,698.70**			

SECTION 5 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account. If we projected to pay out a significantly different amount, you'll see the difference noted in gray. These differences may impact whether you have enough funds in your escrow account.

Date	What You Actually Paid to Escrow		What We Expected You to Pay to Escrow	What We Actually Paid Out		What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance								$612.36	$1,096.36
08/16	$484.00		$457.06					$1,096.36	$1,553.42
09/16	$457.06		$457.06					$1,553.42	$2,010.48
10/16	$457.06		$457.06					$2,010.48	$2,467.54
11/16	$457.06		$457.06	$1,941.66		$1,919.36	CNTY TX PARC	$525.88	$1,005.24
12/16	$499.96		$457.06					$1,025.84	$1,462.30
01/17			$457.06					$1,025.84	$1,919.36
02/17	$914.12		$457.06					$1,939.96	$2,376.42
03/17	$457.06		$457.06	$1,941.65		$1,919.36	CNTY TX PARC	$455.37	$914.12
04/17			$457.06					$455.37	$1,371.18
05/17			$457.06					$455.37	$1,828.24
06/17	$457.06		$457.06	$1,664.00			HAZARD INS	-$751.57	$2,285.30
07/17	$3,883.31		$457.06			$1,646.00	HAZARD INS	$3,131.74	$1,096.36
08/17	$457.06							$3,588.80	$1,096.36
09/17	$457.06							$4,045.86	$1,096.36
10/17	$457.06							$4,502.92	$1,096.36
11/17				$2,017.36			CNTY TX PARC	$2,485.56	$1,096.36
12/17	$57.03							$2,542.59	$1,096.36
03/18	$4,113.54	E		$2,017.35	E		CNTY TX PARC	$4,638.78	$1,096.36
04/18	$457.06	E						$5,095.84	$1,096.36
Ending Balance								**$5,095.84**	**$1,096.36**
TOTAL	**$14,065.50**		**$5,484.72**	**$9,582.02**		**$5,484.72**			

E = estimated future payment

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
03/16/2018	04/01/2018	$16,571.47

If payment is received after 04/16/2018, a $57.66 late fee will be charged

8-776-12579-0018660-002-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

AutoPay is Free Online at Ditech.com

Mail your payment to
PO Box 7160
Pasadena, CA 91109-7160

Call 1-800-643-0202
Monday - Friday 8AM - 6PM

IN Escrow
9 Days later only 525.24

Account Information

Loan Number	0032757411
Principal Balance †	$216,698.90
Escrow Balance	$525.24
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No
Property Address:	42103 CAPISTRANO PL LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	**$0.00**
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Principal	$259.77
Interest	$893.37
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$0.00
Past Due Amount	$14,961.27

Total Amount Due: $16,571.47

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
03/14/18	County Tax Disb	$2,017.35	$0.00

****Delinquency Notice****

You are late on your mortgage payments. Failure to bring your loan current may result in fees and foreclosure - the loss of your home. As of March 16 you are 258 days delinquent on your mortgage loan. Your account first became delinquent on 07/01/2017.

Recent Account History

-Payment Due 10/01/17:	Unpaid amount of $1,610.20
-Payment Due 11/01/17:	Unpaid amount of $1,610.20
-Payment Due 12/01/17:	Unpaid amount of $1,610.20
-Payment Due 01/01/18:	Unpaid amount of $1,610.20
-Payment Due 02/01/18:	Unpaid amount of $1,610.20
-Payment Due 03/01/18:	Unpaid amount of $1,610.20

-Total: $16,571.47 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Important Messages (More Information on the Back)

This communication is not an attempt to collect a debt with respect to any portion of the Amount Due that is being disputed, denied or challenged.

PARTIAL PAYMENTS: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account. If you pay the balance of a partial payment, the funds will then be applied to your mortgage.

Your account is now severely delinquent and your immediate action is required. Contact your account representative, Joshua O at 1-800-643-0202, extension 31637 to make immediate payment arrangements.

YOUR TOTAL INTEREST PAID IN 2017 WAS $5,804.67.

If your property or work were affected by the California Wildfires, Flooding, Mudflows, and Debris Flows, Ditech is standing by to assist its customers impacted by this disaster. Call 800-643-0202 should you need assistance.

Exhibit 4

ditech

PO Box 6172, Rapid City, SD 57709-6172

BILLING STATEMENT

Statement Date	Due Date	Amount Due
03/16/2018	04/01/2018	$16,571.47

8-776-12579-0018660-002-1-001-000-000-000

LISA JANCO
42103 CAPISTRANO PL
LANCASTER CA 93536-7316

If payment is received after 04/15/2018
a $57.66 late fee will be charged

is Free Online at Ditech.com

Mail your payment to

Call
Monday - Friday 8AM - 6PM

IN ESCROW
9 days later only 525.24

Account Information

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Escrow Balance	$525.24
Deferred Balance	$7,543.48
Funds in Suspense Balance	$278.68
Interest Rate	5.000%
Next Interest Rate Reset	N/A
Interest Type	Actuarial
Prepayment Penalty	No
Property Address.	42103 CAPISTRANO PL LANCASTER CA 93536

† This is not your payoff amount. Please login to MyAccount at ditech.com for a payoff figure.

Past Payments Breakdown

Since Last Statement/Month	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid	$0.00
Year to Date	
Principal	$0.00
Interest	$0.00
Escrow (Tax & Insurance)	$0.00
Total Fees and Charges	$0.00
Funds in Suspense	$278.68
Total Paid Year to Date	**$278.68**

Explanation of Amount Due

Principal	$259.77
Interest	$893.37
Escrow (Tax & Insurance)	$457.06
Regular Monthly Payment	$1,610.20
Total New Fees and Charges	$0.00
Past Due Amount	$14,961.27

Total Amount Due: $16,571.47

Transaction Activity Since Last Statement

Date	Description	Charges	Payments
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-Payment Due 12/01/17:	Unpaid amount of $1,610.20
-Payment Due 01/01/18:	Unpaid amount of $1,610.20
-Payment Due 02/01/18:	Unpaid amount of $1,610.20
-Payment Due 03/01/18:	Unpaid amount of $1,610.20

-Total: $16,571.47 due. You must pay this amount to bring your loan current.

If you are experiencing financial difficulty: See back for information about mortgage counseling or assistance.

Lisa Janco administrative proof of claim 2585,&2919

Exhibit 12

Exhibit 12 list

there are 21 pages of fraudulent documents that Ms. Janco did not owe Ditech I am filing them under Exhibit 12 for the bankruptcy judge and the bankruptcy trustee to review and if we cannot come to some reasonable conclusion with restitution the FBI and the DOJ's going to go through this whole court paperwork that's why Ms. Janco is taking her time to do this it's been six years too long and you owe the Janco family for every day that you inflicted pain suffering malice by breaking all the state and federal laws and committing Bankruptcy Crimes. Exhibit 8 there is 10 fraudulent statements that have the first payment after Ms. Janco turned you in on December 14 and you told that federal agency the CFPB that you were going to stop all collections and investigated we already knew that your tax department said they were a send Ms. Janco a check November 1 so you know she had a credit and then mislead the federal government in July and then you send Ms. Janco a bill for $11, 683.21. This violates the RETAILIATION act because this is a sign of pure retaliation when somebody turned you into the CFPB the government that oversees the banks and the lending to make sure they are abiding by the laws of the United States of America after the meltdown in 2008 and the economy crashed you sent Ms. Janco a $12,000 bill you were trying to extort $28,000 out of her and it didn't stop there this was in December 2017 to your polling fraud on Ms. Janco and the Janco's and you are in the court in the Southern District of New York under bankruptcy code and protection while you're still prodding your customers and that my friend is bankruptcy crimes money laundering money laundering up the stated California federal funding Controller's office CPA yeah that's a biggie when you break in and you start: pot on the CPA California you're pretty much in trouble yeah that the biggest organization that handle government account that EPP governments can feel when they know that you broke in to the bank to basically oversees their government account and you could be doing it to them yet they don't like that too much those federal agents those government agents they don't like that at all and neither does the controller's office stated California especially after they said absolutely not without authorization and a receipt with a wet signature to release information we can't do that and you did it anyways 11 days before you file for bankruptcy so you could go to New York with all the

investigation and then you breaking of the stated California controllers account this is what you're going to have to explain to the bed to the FBI and the DOJ is why I'm putting this in evidence because you should write a check to Ms. Janco and you should've done it a long time ago and this is what I was telling the FBI and the DOJ and their investigating so it's going to be very interesting if you know that your under investigation in this court knows your under investigation for bankruptcy crime and embezzlement of government funding and breaking into the state comptroller's account in California and fraudulently filing liens on Ms. Janco's house and you 211 days before you file for the second bankruptcy to come back six months later to piles the more fraudulent liens each one of those liens is a federal felony just on the liens that's not the foreclosure in the fraud in the blackmail and extortion just with the lien that the 45 years in federal prison not to mention your bankruptcy crimes 20 years for each one you can't change Confessions and you cannot change the invoices the feds already have him.. $9582 02 Paid out. So the only person who has been lying for six years di-tech is you and all your affiliates and guess what you want to know how the water reads it reads the every single person that is on those bankruptcies when you embezzled the government funding and you embezzled Ms. Janco's funding everyone of them were liable to the Janco family that help works similarly in criminal restitution that's how it works you got a federal prison everybody goes a federal prison in the vets is take your whole chunk of money and they pay the victims out of the restitution and more believable homeless for six months with morning on their credit report and saying they had a foreclosure when you know the date you cannot cause Malice informed to a blind person without paying four times of what you took from them it's California law a bankruptcy judge cannot wipe crimes away they cannot wipe federal laws away it's going to be interesting at this hearing what you decide to do.

and they didn't send a check that's petitioner wary fraud you noted that government funding unit and apply for you're not blind you to get approved you don't have a house with the lien on it wire you keep in someone else's government is a federal felony especially when you know and you do it with Malice and intent. This is what Ms. Janco has been saying all along and six years later you're trying to give Ms. Janco any relief at all you want to take her her well and pay your pennies on the dollar it's a bankruptcy crime you can't do the people you'll end up in prison for 99 years federal prison. This says all three 617 the property taxes were paid 11 2016 Ms. Janco paid all these months by the $600 more and then this statement is sent in March 2018 what you actually paid to escrow is $ 14,065.50 what we expected you to pay if you would load property taxes which was paid by the State of California was$5484.72 usually have to pay a bill that you don't owe and you can't be charged for a bill that you don't owe it is brought by petitioner wary it is fraud blackmail extortion. What we actually paid out $9,582.03 Ditech who did you pay $9582.02. Ms. Janco is 100% telling the truth under oath when she says that there was 14 of $15,000 in her impound that Ditech lied to all the government agencies do you know what that does when you lied to a government investigator when you are under investigation in their federal government agency or their stated California government agency in your under investigation for embezzling money and then you light we have never seen $14,000 in your impounds they should have never been there the impounds should have been closed out they should of had 00. When you are a servicing company and you start embezzling your clients money and then go running to New York and then embezzling and then washing it and then committing all these bank fraud crimes federal felonies the first step in you go to prison federal prison 99 years. Di-Tech states in the next column what we expected to pay out was$5484.72 Ditech and affiliates the question becomes who are you paying $14,000 to you and not closing out the impounds which violates California state impound laws you are embezzling that kind of funding along with the Government funding this there should have been no impounds Ms. Janco's Payment should have been$1012.00 a month but you knew that. And again in 2018 January when you file for bankruptcy you Ms. Janco's Embezzled Government funding and funding in the Bankruptcy Court and you laundered it underneath the judge's wet signature in a federal courthouse and that is Money Laundering extortion blackmail mail fraud you use the mail to threaten Ms. Janco you filed fraudulent liens with fraudulent statements you are under

proves it to the FBI and the DOJ it says on here $14,000 that you do not owe us we will send you a check for 3,683.24. Know why would your client believe you and pay an additional $14,000 and be upside down $20,000 because during bankruptcy court why would you blackmail your clients like this you want Ms. Janco was late on her credit you work Ms. Janco late and she was never late which she can improve with keep your own California federal government to a servicing company that is always been in trouble for dishonesty and for fraud. Any jury would pick a federal government agency that Ms. Janco was on time over these fraudulent invoices that go from on-Time to the next month you always 11,000 $14,000 that is petitioner wary fraud actual fraud mortgage fraud your fraudulently doctoring Forging statements to extort money and blackmail your clients because you are in bankruptcy court. And then this statement says not Ms. Janco's Payment is going to be at thousand 17 which is principal and interest which is all I owed under California law which Ditech combats is in the CFPB government report I mean if you are under investigation in your over charging someone $600 you should fix it or you're going to get mortgage fraud actual fraud petitioner wary fraud on plot embezzling the government funding there's no reason why you would not fix this you just keep wanting to overcharge Ms. Janco because you're in bankruptcy court committing federal bankruptcy court with you and your affiliates it doesn't work that way.

4) this document is another escrow analysis this document was sent this document was sent at the same time as the other document it states on here that Ms. Janco had a surplus of 3, 67121 so this is the other side of that document it was sent three of 2018 Ms. Janco had already filed a complaint for you keeping her money this document says that she has a surplus of 3,671.00 but you don't give her a check Health Center any kind check with the surplus why you did run the Escrow analysis in 2017 but now you're not send in the check if it's over $50 your embezzling money from Ms. Janco you are supposed to annually every 12 months run an escrow analysis and send anything over $50 it says it right here on your statement it's a federal and state laws you also have to pay any debt to pay interest on any money that you put in any suspense account account anything is not your money. On this statement with Ms. Janco not allowing any property taxes Ditech it already gotten the Government funding they had a bail pile money sitting in my Impound account but then they lied said they were going to send me a chat

August 2017 they show a fraudulent statement maybe they thought I was blind to extort me $8000 this should never happen if your servicing company your under guidance of the federal government it's brought by petitioner wary. This next document is an escrow analysis this is dated when they finally did run the Escrow analysis 03/07 2018 they were under Investigation as of 12 of 2017 they went to the first bankruptcy case in January water under investigation by the federal government when the old Ms. Janco all this funding government funding insurance funding personal funding. Instead of Ms. Janco getting a check for all her funding which she was given the runaround for 12 months until she finally turned them into the federal government and then a month later they run to Bankruptcy Court in New York Southern District Walter management investment Corporation what that means is you took Ms. Janco's government funding from the state of California for insurance money that you had embezzled in 2015 and her personal money that she overpaid in or in in her impound you went to Bankruptcy Court and you wanted to wash that stolen money into clean money which you did obviously and changed her name doing business as Ditech you have a federal judge white off with his wet signature stolen funding that would give you legal rights to keep Ms. Janco's government funding personal funding is a bank crime it is bankruptcy fraud. 20 years in federal prison $500,000 fine the same thing happens if you go on still stereo in the cell to Joe you get selling stolen property and he gets receiving stolen property does adjust the laws that's out works. You should never be taking anybody else's property or funding or government funding to a bankruptcy court and ask a federal judge to put his wet signature on anything good now you're you're risking the liability of the Bankruptcy Court there washing the stolen funding that you stole from California everybody gets in trouble you can't lie to a federal judge. Now this Daniel escrow account disclosure statement did not come with the check that you owed Ms. Janco and authority for five months later and this one basically says our review shows that your escrow amount has an escrow surplus of 3,6 71.24 mind you when I turned them into the CFPB December 14 of 2017 when they owed me about $14,000 give or take they won't give me the escrow analysis Ms. Janco had a credit that's why turned them in to the CFPB they turned around and gave me a bill for $11,000-$14,000 in December so now you want Ms. Janco to be out $28,000 that's fraud its extortion if you pay is $11-$14,000 that you do not owe as Ms. Janco we might let you stay in your house that you have for 27 years you paid on its blackmail its extortion and this statement

Janco should have the payment coupon of 1017 her property taxes were Artie paid they were going to be paid for 2017 2018 2018 2019 California law states you cannot force a mortgagee to have impounds or fire Hazard said there was no reason I wasn't late on the payment I wasn't late on the property taxes for two years that California law when you do business in California you have to do business under California law you don't do business in California. This coupon should've read one thousand and 17 even but they have any times that much to extort money from Ms. Janco they didn't run the Escrow analysis that's fraud upon that funding was going they were using the Inpound as a vehicle to embezzle where did all the funding going the impound what they lied in the government report and said I was late and that's why they didn't send it but there's evidence to dispute that that they were being fraudulent predatory extortionists bad faith breach of contract I never settle my contract you to charge me whatever you want 40,000 20,000 that's not in my contract they were to give 5% interest in the not even happy with that today's interest rate is zero. This is brought by petitioner wary to forge a document that states somebody is 8000, 289. 83 behind when they're not and you put this kind of stuff on their on their credit these are what get you the penalties and the damages to do things and bad faith on purpose with Malice and intent to fraud somebody extort somebody on money that they don't owe you Ms. Janco should not be in the Bankruptcy Ct. in New York Ms. Janco should be in her house. Again all the stolen funding from Ms. Janco wound up in the Southern District of New York Bankruptcy Court as if they had worked hard for it but it was stolen money it was stolen property from the California state government program and Ms. Janco when you go to Bankruptcy Court with stolen funding that you know is stolen and you try and wash it or sell it or make it into clean money and say your Honor I worked hard for that money you commit bankruptcy crime $500,000 penalty 20 years in Federal prison that's how it works.

3) now Ditech had agreed to close out the impounds running the escrow analysis send a check anything over $50 as law November 1 of 2017 Ms. Janco should have been being charged

$1017.00.a month. $1,610.00 a month. You have to pay a bill that you don't owe the final all property taxes because I'm using a government program I'm not willing to pay somebody $600 a month for them to embezzle and put it in the pocket now mind you I Darty done now for 12 months and all the funding was gone and in

Lisa Janco administrative proof of claim # 2585 & 2919

Exhibit 7 Evidence list

!) This document is the escrow analysis from Ditech that was performed on 07/21,2016. This is what an escrow analysis that is not fraudulent looks like you have Property Tax County taxes 3838.721. You have fire Hazard Insurance$1,646.00. And the Escrow total Calculation is$5,484.72. The impound Pad can only be two months of an impound payment at $914. 12

payments to escrow$ 5,484.12 payments from escrow45,484.72

2) this is a statement that was sent to Lisa Janco and the fraud investigator 1000 as fremont Avenue 89 – E first floor Alhambra, CA 91803 – 8801 this statement is fraudulent I had to be on time to get approved for the program the PPT program loan on my Mortgage payments and I also had to be on time for my Mortgage payments with the federal government keep your home California that had a lien on my house. This fraudulent coupon states that this is a one of 2017 that you must pay before the 16,2017. This coupon is showing amount due at 8,289.83

di-check was supposed to run the Escrow analysis July 21, 2017 Ditech stated in multiple government of the reports that basically they put the government funding in the impounds for July 2017 and they had been charging me the $500-$600 a month of the extra payment that they were collecting I only owed him 1017 which is what is on the statement for principal and interest but yet they were charging me 1610 every single month so there was an overage of $500 times 10 that is quite a surplus with the government funding of six or $7000 like the tax department said in the extra $500 a month for 10 months there should've been a surplus way over $50 I should have been sent the check and they were under orders to close the impound on July 21, 2017 of 2017 when it was the dispersed to them a business has 8 to 10 Business days to send you funding that is not theirs especially when it's a loan disbursement and there's been interest charged from the data they dispersed the loan if you being charged interest you want to use the loan that you apply for that you are approved for that should have been done in March March 14, 2017 Ms. Janco should have the check 8 to 10 days after ditech received it not keep it while Ms. Janco is paying 7% interest. So as of August 1, 2017 which is the payment coupon the impound should've enclosed; and Ms.

Embezzled Government funding try and slip it back in 11 days one under investigation for stealing the money in the first place man that can look so bad in criminal court with that jury and then you ask the judge to put his wet signature so that you can illegally come back to California and Illegally foreclosed on your client's house; right there doesn't look good in criminal court and this is a federal Crime. They Prosecute in Quantico Virginia for bankruptcy Crimes that's where the Federal United States of America Attorney's find out the truth. This is why Ms. Janco Filed a complaint with Congress the speaker of the house the Republican speaker of the house involved to let everybody know that what you're doing to the Janco family by leaving them homeless with ruined credit for six years it's going to end.

Lisa Janco proof of Claim #2585 & 2919

evidence listed on Exhibit 1

Evidence for FBI and DOJ

20 pages