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October 13, 2021

VIA Efile ONLY

The Honorable James L. Garrity, Jr. United States Bankruptcy Court for the Southern District of New York One Bowling Green New York, NY 10004

RE: Lahlouh vs. Ditech Financial LLC, et al. AC 21-02276 jlg

NOTICE OF MEET AND CONFER ATTEMPTS RE PENDING MOTION FOR CEASE AND DESIST ORDER

Honorable Judge:

Plaintiffs have been contacted by Debtor's Counsel (Weil firm), regarding a proposed Scheduling Conference, that follows on 'meet and confer' contacts. The 'drift' has been an attempt to defer the pending 'cease and desist' motion and 'bundle' it with the Rule 10b motions set in November. Plaintiffs regard the 10b motions as having little chance of success. This is filed after the stipulation was refused by at least two defense counsel.

Plaintiffs will participate in a conference. However, plaintiffs are not willing to postpone the motion set October 26, 2021. Only further prejudice to both sides can ensue because defendant New Rez is pursuing a spurious private foreclosure in Nevada that poses much of the 'immediate harm' that prompted the motion. It can serve no lawful purpose-- FNMA can hardly foreclose its own title after accepting a deed in lieu. That point is discussed in detail in the attached'meet and confer' email. A recently served pre-foreclosure notice from New Rez is also attached. An unlawful foreclosure is a blunder that will prejudice all parties, even including New Rez, and threatens to generate a perpetual 'round robin' of litigation based on a void trust deed.

Yours truly,

WILLIAM B. LOOK, JR.

WBL: bmc

Attachments: Exhibit 4: October 13, 2021 meet and confer email; Exhibit 5: September 22, 2021 pre-foreclosure notice (front page only).

Fw: Pending Cease and Desist Motion and Scheduling teleconference: Meet and Confer f... Page 1 of 5 21-01176-jlg Doc 29 Filed 10/13/21 Entered 10/13/21 17:10:52 Main Document Pg 2 of 3

	Stipulation	
6	William Look <look_mtr@yahoo.com> To: aabao@ww.com</look_mtr@yahoo.com>	Oct 13 at 8:50 AM
: FYI		
Fro To: Mic Cc: Sei	Forwarded Message m: William Look <look_mtr@yahoo.com> Hwang, Angeline <angeline.hwang@weil.com>; "jason.stjohn@akerman.com" <jason.stjohn@akerman.com>; Slack, Richard <richard.slack@ hael <mblaine@winston.com> Hill, David <david.hill@weil.com>; "jordan.smith@akerman.com" <jordan.smith@akerman.com>; Cummings, Kyle <kyle.cummings@weil.com: nt: Wednesday, October 13, 2021, 08:48:47 AM PDT ojgect: Re: Pending Cease and Desist Motion and Scheduling teleconference: Meet and Confer for Stipulation</kyle.cummings@weil.com: </jordan.smith@akerman.com></david.hill@weil.com></mblaine@winston.com></richard.slack@ </jason.stjohn@akerman.com></angeline.hwang@weil.com></look_mtr@yahoo.com>	
All:		
see	e purpose of this 'meet and confer' is to 'un-obfuscate' several counter-productive contentions and misconceptions evident in the defense thinkir that as 'presumptuous' but there is good cause for the pending 'cease and desist' motion, and that derives from some 'bad thinking' besides 'b evant to any scheduling or other conference.	
are why deb cor still	ached is a copy of another pre-foreclosure notice received from New Rez, which in context of the remand of the Nevada appeal, is highly siniste all the other similar notices sent since 2012. But let me 'fill out' that out with is a quote from an email from CA counsel for New Rez, Mr. Bao (8/ y the motion set the 26th is necessary: "Even if the Deed of Trust was no longer valid, your client still owes the monies to Fannie Mae / its servic t. If the deed of trust remains a valid encumbrance on the property, the property remains available to satisfy some of your clients' owed debt. "I receives of itself as foreclosing the 2004 Trust Deed as if it still secured a debt owed by plaintiffs. But that is simply not the case nor is there an er extant in NV. The fact the 2004 Trust Deed is of record is immaterial—it is as a matter of law a null cloud on title that only persists in the title rec I its co-defendant loan servicers, have violated Nevada law by not reconveying it after the secured debt was paid.	13/2021), that in part i ers as an unsecured n other words New Re nforceable power of sa
The wha	atever rights any loan servicer defendant has in this dispute are derivative of FNMA's rights. Plaintiffs do not and never have owed any money t eir original debt was to Countrywide, and acquired by FNMA by assignment. Thus New Rez and its co-defendants have only had such right to co at rights FNMA had to payment at any time, including the present. Unless FNMA is still owed money, there is no longer any debt to be collected okaburra that could be enforced by the 2004 Trust Deed.	ollect co-extensive with
rec onc title cor	e conveyance of title in 2012 was not a option which FNMA can shift in and out of. Recording is not required for the conveyance to be complete. onveying the 2004 Deed of Trust are alleged to be elements of the fraud pleaded in the FAC, but motives do not affect whether title was transfe se the transaction was completed in 2012. And under Nevada law a deed in lieu is treated (by statute) as a sale. Thus the 2012 Settlement was to BANA as FNMA's agent, in exchange for the 2004 debt, and a 'payment' of debt forgiveness to plaintiffs in exchange for the deed conveying sideration outlined in the 2012 Settlement, including tendering possession and dismissing a lawsuit. That in short was a completed sale and FN or right to payment ever since.	rred to FNMA in 2012 a sale by plaintiffs of I title, plus the addition
any nul	eed of trust is a security device and it has been the law since the 19th Century that a deed of trust has no legal effect of itself and must secure a legal effect. Once the debt it secures is paid in some way, the trust deed ceases to have any legal effect and is a nullity. Because of the pernic trust deed in the title record (this case illustrates one of them), every state (and some US regulations) have a provision obliging the trustee or b onvey a deed of trust after the debt is paid because leaving a paid-off trust deed of record works mischief, chiefly impeding marketability of title.	ious effects of having
per	what does that mean in regard to the impending private foreclosure New Rez is 'gearing up' to conduct in Nevada? It will be an extension of the petuated in Nevada by taking the 2020 judgment. And it will be both a fraud and unlawful. And possibly more important, it will constitute a legal er.' (Or maybe 'last' is better.)	
aga FN sub pub	at is, just who is New Rez going to foreclose against? New Rez contends plaintiffs have no interest in the real property. So who's title are they in iinst? That would be FNMA or maybe its surrogate, BANA. The absurdity is the circularity of FNMA as beneficiary obliging its trustee to foreclos MA's own title. Is the trustee, since FNMA knows about its own off-record deed, going to have the trustee send notices to itself, and no doubt, N imitting a credit bid by FNMA to the cryer to bid for FNMA's own title at the sale. Uh, what? Absurd, circular, and such an auction would be both lic fraud, and arguably the crime of obtaining money from any third party bidders by trick and device. Relevant to the latter is the issue the failu and reconvey the trust deed is unlawful in Nevada, and adds to the unlawful nature of the proposed private foreclosure, and adding to the sinis	e a lien against lew Rez expects to be farce, illusory, void, a re to record the deed i
doc any cop suc dec	at is not to say FNMA has no conceivable remedies. As discussed in the legal Memorandum filed in support of the 'cease and desist' order, there etrine of survival of intervening liens, that applies in context of deeds in lieu. Whether it applies in this case or not is a matter of proof, but that do life to a null trust deed. What survives is seniority of the original lien which can be enforced directly against the intervening lien holder. The face by of a Wells Fargo lien (its' Exhibit B) indicates that is the chief target, as also appears from the plaintiffs' declarations in support and attachme h as BANA and FNMA took title with at least constructive notice of that lien, foreclosing the 2004 Trust Deed is not the competent remedy. An a clare seniority of the deed in lieu, brought against WF is one, along with naming any other intervening liens that show up in a title report— the sa full have obtained in 2012 before accepting plaintiffs' deed.	octrine does not give t New Rez submitted a nts. Putting aside issue action to quiet title or
trus	a sale is a sale. So plaintiffs' debt that was once upon a time secured by the 2004 Trust Deed has been paid and all rights between plaintiffs a t deed including the power of sale were and are extinguished– even if or maybe especially if, New Rez, FNMA or other defendants continue to vada and refuse to record the 2012 deed or reconvey the 2004 Trust Deed.	
sub the	atever destructive impulses New Rez intends to indulge by initiating a private foreclosure or taking any legal action against plaintiffs in Nevada stance simply be another step taken in the fraudulent scheme underway since July 2012 as alleged in the complaint as well as a fresh breach or bankruptcy court has jurisdiction and power to order all defendants to cease and desist from harming plaintiffs by a third, spurious foreclosure. ice and admissions show, that foreclosure is imminent.	of the 2012 Settlement
avo	us for the 'nth' time, plaintiffs ask defendants to make things simple, reduce the exposure of all defendants to damages, and exposure of the ban idable administrative cost (including damages), and stipulate to an order that conserves the status quo. But otherwise plaintiffs intend to proceed I desist order on the 26th.	
	liam B. Look, Jr. orney for AC Plaintiffs	
	on Tuesday, October 12, 2021, 03:10:52 PM PDT, William Look <look_mtr@yahoo.com> wrote:</look_mtr@yahoo.com>	
	ul:	

EXHIBIT 4 LETTER II SCHEDULING CONF. AC 21-01176

https://mail.yahoo.com/b/folders/2/messages/APEk1501NJBkYWcAXwrlEO7Or8k?.src=... 10/13/2021

P.O. BOX 51850 LIVONIA MI 48151-5850 RETURN SERVICE REQUESTED	A DIVISION OF THE WTEZ
[[.[11]]-լ1[1]1[]-[1]11[[-11]][[1]1][[1]1][1]1]	CONTACT INFORMATION
S-SFRECS20 L-2111 R-204 PESM2H00200068 - 678925749 100366	Correspondence: P.O. Box 10826 Greenville, SC 29603-0826
NISREEN LAHLOUH JAWDAT LAHLOUH P.O BOX 1381	Business Hours: Mon - Thurs: 8:00AM-6:00PM Fri: 8:00AM-5:00PM
MONTEREY CA 93942-1381	Phone Number: 866-214-5733
	Fax:866-467-1187Email:Lossmitigation@shellpointmtg.com
Loan Number: 0579394212	Website: www.shellpointmtg.com

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7:10:52

Main Document

09/22/2021

Dear Homeowners.

Property:

21-01176-jlg Doc 29

3205 KOOKABURRA WAY

NORTH LAS VEGAS, NV 89084

We understand that financial circumstances may change from time to time, which can affect your ability to meet your obligations. We're concerned about your recently missed mortgage payment(s) and want to offer our assistance in case you are unable to catch up.

This is a legally required notice. We are sending this notice to you because you are behind on your mortgage payment(s). As of the date of this letter, the total amount due is \$244,193.61. Because interest, late charges, and other fees vary from day to day, the amount you owe may change. We want to notify you of possible ways to avoid losing your home. We have a right to invoke foreclosure based on the terms of your mortgage contract. Please read this letter carefully.

Important note: We have assigned a Single Point of Contact (SPOC) to assist you through the loss mitigation process concerning your mortgage loan. We will perform an evaluation of your financial condition and determine your qualifications for all alternatives that may be applicable for this account. Should you have any questions, you may contact Jimmy Cato directly at ext. 5193 Monday through Thursday 8:00AM-6:00PM and Friday 8:00AM-5:00PM EST. Alternatively, you may visit our Borrower Web Portal at www.shellpointmtg.com or email your SPOC directly at jcato@shellpointmtg.com. Documents can be faxed to us at 866-467-1187.

If you have been impacted by COVID-19, you may qualify for a forbearance plan. If you qualify for a forbearance plan, you may be able to temporarily put a pause on your monthly mortgage payments. During this "forbearance period" you are not required to make your monthly mortgage payments, you will not be assessed any late charges, and negative credit reporting on your loan will be suspended. This means you will not be marked "late" for any suspended payments. Prior to the end of the forbearance period, you will need to contact us again to discuss a permanent payment option and solution.

We have informed credit bureaus about a late payment, missed payment or other default on your account. This information may be reflected in your credit report.

We Are Here to Help - Call Us at 866-214-5733

Let us work with you to understand the issues affecting your mortgage payments. We'll explore what assistance may be available to you and discuss the forms and documentation needed to determine if you qualify for an option to avoid foreclosure. Consulte la página siguiente para obtener más información importante sobre cómo comunicarse con nosotros, las opciones disponibles y la información del consejero de vivienda en español.

Options May Be Available

The right option for you depends on your individual circumstances. When you provide the required information and documentation about your situation, we can determine if you qualify for temporary or long-term relief, including mortgage options that may allow you to stay in your home or leave your home while avoiding foreclosure.

If you need help, the following options may be possible (most are subject to lender approval):

- Refinance your loan with us or another lender;
- Modify your loan terms with us;

Payment forbearance temporarily gives you more time to pay your monthly payment; or

SEE REVERSE SIDE OR ATTACHED FOR AN IMPORTANT STATEMENT OF YOUR RIGHTS.

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