



RESPONSE TO REGIONS 09/09/20 and 09/05/20 CORRESPONDENCE; REITERATION OF NOTICE OF INTENT TO BRING LEGAL/LAWFUL ACTION FOR RELIEF; NOTIFICATION OF REGIONS' ATTEMPT TO EXTORT MONIES DISGUISED AS FEES; NOTIFICATION OF CONFLICTS OF INTEREST; CEASE and DESIST; GOOD-FAITH SETTLEMENT DEMANDS; and DEMAND FOR RESPONSE and "GOOD STANDING LETTER"

2013/08
0.220 377.08
-0.744% 1.3B
-0.068 558.94
-1.984% 1.89B
+0.040 665.21K
+0.215% 12.42M
1.250 24.03M
1.83% 2.02B
14.93M
1.18B

25000
24500
24000

10 11 12 1 2 3 4

-7.81% NYSE **-2,021.27**

▼ DJI 23,843.51

Brent Pyatt
Regions Bank SENIOR Vice President
Collections Center

Apple Cider

Phone: [REDACTED]

applecider@bubblegum.website

September 21, 2020

VIA HAND DELIVERY To Branch Location Representative

Regions Bank

ATTN: John M. Turner, Jr. – President/Chief Executive Officer

ATTN: Brent Pyatt – Senior Vice President Collection Center

c/o Branch Manager/Representative For Delivery To John M. Turner, Jr. At:

1900 Fifth Avenue North

Birmingham, Alabama 35203

VIA EMAIL and/or FACSIMILE

United States Department of Justice/**Office Of Solicitor General**

ATTN: Solicitor General/Noel Francisco

ATTN: William Pelham Barr – United States Attorney General

c/o Melissa Golden – Office of Legal Counsel

950 Pennsylvania Avenue, NW

Washington, DC 20530

VIA EMAIL and/or FACSIMILE: (202) [REDACTED]

United States House of Representatives

ATTN: Speaker Of The House/Nancy Pelosi

c/o Pattie Ross

RE:

RESPONSE TO REGIONS 09/09/20 and 09/05/20

CORRESPONDENCE; REITERATION OF NOTICE OF INTENT TO BRING LEGAL/LAWFUL ACTION FOR RELIEF; NOTIFICATION OF REGIONS' ATTEMPT TO EXTORT MONIES DISGUISED AS FEES; NOTIFICATION OF CONFLICTS OF INTEREST; CEASE and DESIST; GOOD-FAITH SETTLEMENT DEMANDS; and DEMAND FOR RESPONSE and "GOOD STANDING LETTER"

REGIONS BANK LOAN/ACCOUNT # [REDACTED] 888

REGIONS FEDERAL IDENTIFICATION # 631266437

IRS REFERENCE NO. [REDACTED]

CHECK NO. 1670

Victim(s)

Apple Cider

Greetings To All:

I, Apple Cider, come to Regions Bank¹ in Love, Truth, Peace, Freedom and Justice.² Please be advised that the document(s) provided at the link(s) is incorporated by reference as if set forth in full herein.

I. RESPONSE TO REGIONS 09/09/20 CORRESPONDENCE

This is to confirm that I am in receipt of Regions correspondence dated 09/09/20, from which the following excerpt has been taken:



Please let Regions' and my records reflect the following as my response to Regions' 09/09/20 correspondence; however, not limited to this listing alone:

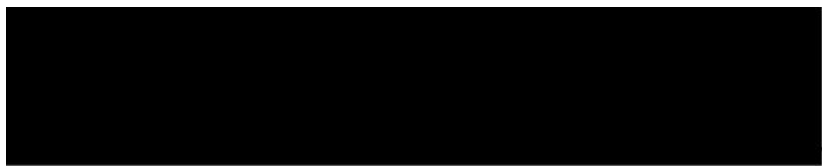
1. Regions 09/09/20 correspondence *regarding the above referenced account* **contains fraudulent information** and has been created for purposes of **extorting monies** from me alleging, *"The account listed above is currently delinquent,"* when the above referenced account **is NOT!**

¹ Regions Bank when mentioned includes its Officers, Officials, Representatives, Employees, Agents and/or Legal Counsel, etc.

²BOLDFACE, Small Caps, Italics, Underline, etc. are for purpose of emphasis.

2. Regions further states in part through its 09/09/20 correspondence, ***“At Regions, your banking relationship is important to us. That is why we want to make every effort to keep you informed of issues. . .”*** However, I believe the evidence will support that, Regions:

- a) **In RETALIATION** to my bringing its Criminal acts and Racketeering Schemes/Scams to light (as noted in this instant correspondence as well as my previous correspondences to Regions), has deliberately as well as knowingly decided to embark in an out-right CONSPIRACY against me and, it appears, *may have ordered Regions’ employees to fulfill their roles in said conspiracies or face being TERMINATED!*
- b) Our records reflect that on August 24, 2020, I provided Regions with my, **“REQUEST FOR EXPLANATION OF \$15.97 INCREASE ‘IN WRITING’ CONTESTING LOAN PAYMENT”** which, as of today’s date (09/21/20), I have NOT received. Regions 09/09/20 correspondence is NOT a response to my August 24, 2020 Request... and **neither does** Regions’ 09/09/20 correspondence allege to be a response to my August 24, 2020 Request...



August 24, 2020

VIA HAND DELIVERY To Branch Location Representative
Regions Bank
ATTN: John M. Turner, Jr. – President/Chief Executive Officer
c/o Branch Manager/Representative For Delivery To John M. Turner, Jr. At:
1900 Fifth Avenue North
Birmingham, Alabama 35203

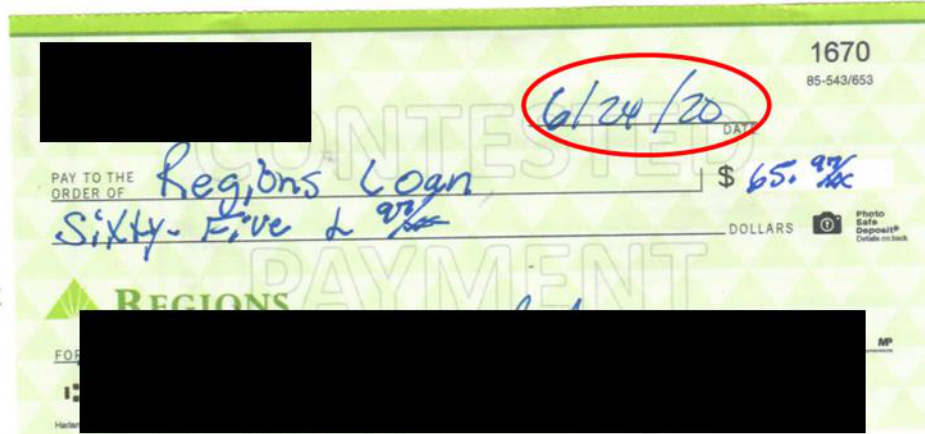
VIA EMAIL and/or FACSIMILE
United States Department of Justice/Office Of Solicitor General
ATTN: Solicitor General/Noel Francisco
ATTN: William Pelham Barr – United States Attorney General
c/o Melissa Golden – Office of Legal Counsel
950 Pennsylvania Avenue, NW
Washington, DC 20530

VIA EMAIL and/or FACSIMILE: (202) [REDACTED]
United States House of Representatives
ATTN: Speaker Of The House/Nancy Pelosi
c/o Pattie Ross

RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING”
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO.: [REDACTED]
CHECK NO. 1670

Victim(s) [REDACTED]

- c) On **August 24, 2020**, I believe a reasonable mind may conclude that the Regions Representative receiving my **“HAND DELIVERED”** correspondence with Check Number 1670 in the Amount of \$65.97 attached and seeing my **“REQUEST FOR EXPLANATION OF \$15.97 INCREASE ‘IN WRITING’ CONTESTING LOAN PAYMENT”** –



Please detach this portion and return with your payment in the enclosed envelope. To ensure proper credit, please write your account number on your check.

REGIONS

ACCOUNT NUMBER [REDACTED]

| | |
|------------------|----------|
| PAYMENT DUE DATE | 08/25/20 |
| NEW BALANCE | \$532.45 |
| MINIMUM PAYMENT | \$65.97 |

AMOUNT ENCLOSED \$

CONSUMER LOAN PROCESSING
P.O. BOX 2224
BIRMINGHAM, AL 35246-0026

upon review of my account, and in accordance with Regions Policy and/or Procedures, decided to correct this error brought to his/her attention. Said belief (a reasonable mind may conclude) **being premised upon** providing me with a Receipt for payment of \$50.00;

PD08-24-2020 12:57P #194
 MS1241 [REDACTED]
 REG PMT \$50.00



Any balance printed on this receipt does not reflect the current business day's activity on this account. All transactions are accepted in accordance with the terms of your agreement.

however, failing to advise me that the \$15.97 was **erroneously charged** and **failed to inform me** according to Regions' 09/09/20 correspondence of how the REMAINDER and/or DIFFERENCE "**OVERPAID**" on the Minimum Payment would be processed.

- d) It appears that Regions 09/09/20 correspondence has been **RUSHED OUT** by Brent Pyatt ("Pyatt") – Senior Vice President Collection Center – approximately **FIVE (5) Days AFTER** Regions 09/05/20 correspondence, **FIRST** notifying of such **FALSE accusations** in bad-faith efforts to deprive me an opportunity to respond!
- e) Regions and my records will support that beginning about March 2020, I began making payments **via Check(s)** and providing written correspondence notifying of my contesting payment(s) regarding the above referenced Account!
- f) Our records will further support, that in accordance with the Statutes and/or Laws governing such matters, that Regions has been *timely, properly and adequately* **notified** of my concern of the **Conflicts Of Interest present** in this matter – i.e. in that Regions' Legal Counsel Baker Donelson Bearman Caldwell & Berkowitz is the same Law Firm that Represents the United States of America as well as controls and runs the United States' **FINANCIAL SYSTEM and/or INDUSTRY** and has a well-known TRACK Record in such Racketeering Schemes/Scams (i.e. some may call **Ponzi Schemes/Scams**, etc.) brought to Regions attention!

For instance the following information was provide to Regions in the above Referenced Account beginning about **June 2020**, although previous written correspondence (beginning about March 2020) noting my “**CONTESTED PAYMENT**” as well as **concern of “Conflicts Of Interest!”**

CONFLICTS OF INTEREST

It has been brought to my attention that in support of the RACKETEERING Scheme/Scams being carried out against me and/or the Public-At-Large, that the Law Firm Baker Donelson Bearman Caldwell & Berkowitz (i.e. with Lawyers/Attorneys **with Nazi/White Supremacist/Ku Klux Klan/Zionist connections**) is Legal Counsel for the United States of America (i.e. which includes the United States Department of Justice),

The rise and fall of Jeffrey Epstein: A timeline of the financier's troubles

abc NEWS By ABC NEWS INVESTIGATIVE UNIT
Sunday, August 11, 2019



Former assistant U.S. Attorney A. Marie Villafaña, who plans to leave her position with the Department of Justice after 18 years for a supervisory post in another government agency, is eager for the public to review the internal investigation's findings, her attorney, Jonathan Biran of the Tennessee-based law firm Baker Donelson told ABC News in a statement on Thursday.

"We hope and expect that the Department will publicly release its report concerning the Epstein investigation," Biran said in a statement. "Ms. Villafaña looks forward to the day when the public will fully understand her role and that of her superiors in the Epstein investigation."

is also Legal Counsel for Freddie Mac – i.e. involved Mortgage Loan(s) with Regions – and seek to FINANCIALLY profit from the Biochemical Warfare (COVID-19/CORONAVIRUS) that has been launched against the Public-At-Large and created to specifically have an ADVERSE impact on Natives, Native Americans, Moors and those who have been Labeled: Blacks, Negroes, African American...;

Furthermore, that Baker Donelson Bearman Caldwell & Berkowitz serves as Legal Counsel for Regions and/or controls and run the United States' FINANCIAL System – i.e. BIG Banks;

BAKER DONELSON



and, thus for LITIGATION purposes, this information must be brought to each of your attention.

As noted in my Emails to Region on:

June 25, 2020:

Date: 06/25/2020 [11:52:02 PM CDT]
From: [REDACTED]
To: Tamika Council <tamika.council@regions.com>, Niekkia Pierce <niekkia.pierce@regions.com>
Cc: [REDACTED].co
<[REDACTED]>
Subject: REGIONS BANK LOAN/ACCOUNT # 001 554 - LAWFUL/LEGAL ACTION AGAINST UNITED STATES OF AMERICA'S DESPOTISH CORPORATION EMPIRE - CONTESTING LOAN PAYMENT

CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
RE: [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. [REDACTED]
CHECK NO. 1652
Victim(s) [REDACTED]
Date of Fraud Every Month

Please find a copy of my June 25, 2020, correspondence regarding the above referenced matter that has also been faxed to you at the following links:

[https://drive.google.com/file/d/1AMCDDFiONLRn6b21T3QjB1e\[REDACTED\]](https://drive.google.com/file/d/1AMCDDFiONLRn6b21T3QjB1e[REDACTED])

[https://drive.google.com/file/d/1AMCDDFiONLRn6b21T3QjB1euyxf\[REDACTED\]](https://drive.google.com/file/d/1AMCDDFiONLRn6b21T3QjB1euyxf[REDACTED])

[https://login.filesanywhere.com/fs/v.aspx?v=8c6a698f5d666\[REDACTED\]](https://login.filesanywhere.com/fs/v.aspx?v=8c6a698f5d666[REDACTED])

July 24, 2020:

Date: 07/24/2020 [11:46:51 PM CDT]
From: [REDACTED]
To: Zonetta McCray <zonetta.mccray@regions.com>, Tamika Council <tamika.council@regions.com>, Niekkia Pierce <niekkia.pierce@regions.com>
Cc: [REDACTED]
Subject: REGIONS BANK LOAN/ACCOUNT # 001 554 - LAWFUL/LEGAL ACTION AGAINST UNITED STATES OF AMERICA'S DESPOTISM CORPORATION EMPIRE - CONTESTING LOAN PAYMENT

RE: **CONTESTING LOAN PAYMENT**
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO [REDACTED]
CHECK NO. 1661
Victim(s) [REDACTED]
Date of Fraud Every
Month

Please find a copy of my correspondence on today (erroneously dated July 25, 2020 – i.e. should have been July 24, 2020) regarding the above referenced matter that was mentioned in my fax to you at the following links:

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6a8b5c6671> [REDACTED]

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6a8b5c6671> [REDACTED]

<https://drive.google.com/file/d/1FGcul31i2tV1EdHBuYKH15Sz> [REDACTED]

August 24, 2020:

Date: 08/24/2020 [09:33:50 PM CDT]
From: [REDACTED]
To: RegionsMortgage: tamika.council@regions.com, kate.danella@regions.com, zonetta.mccray@regions.com, niekkia.pierce@regions.com, teresa.rogers@regions.com, david.turner@regions.com;
Cc: [REDACTED] Missa
Subject: REGIONS BANK LOAN/ACCOUNT # 001 554 - LAWFUL/LEGAL ACTION AGAINST UNITED STATES OF AMERICA'S DESPOTISM CORPORATION EMPIRE - REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING;" CONTESTING LOAN PAYMENT

RE: **REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING"**
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO [REDACTED]
CHECK NO. 1670
Victim(s) [REDACTED]
Date of Fraud Every
Month

Please find a copy of my correspondence HAND DELIVERED on today regarding the above referenced matter that was mentioned in my fax to you at the following links:

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8758616f7> [REDACTED]

<https://drive.google.com/file/d/1ShLqBMSVzLpkvb3KgiCjpuXB> [REDACTED]

- g) What I believe the Public/World will find very disturbing; is not ONLY the WAY Regions goes about **EXTORTING unlawful fees** in RETALIATION to Customers who notify its Officers of concerns of CRIMES being committed, but **HOW “NONE” of Regions’ EXECUTIVE Officers notified me of the ERROR** (if one not intentionally done in retaliation to my Complaints and/or CONTESTING LOAN PAYMENTS). For instance:

Neither Regions President/CEO John M. Turner, Jr. **NOR** Zonetta McCray contacted me to notify of **REGIONS’ 08/24/20 ERROR and FAILURE to POST Payment reflected on Receipt, etc.** – i.e. Leaving a reasonable mind to believe Regions’ **ERRONEOUS \$15.97 charge WAS CORRECTED!**

**FAX NOTIFICATION
TO CHECK YOUR EMAIL
0 PAGE TO FOLLOW
(205) 942-6136
AUGUST 24, 2020**

TO: REGIONS BANK d/b/a REGIONS MORTGAGE
ATTN: John M. Turner, Jr. – President/Chief Executive Officer
c/o Zonetta McCray (Mortgage Lender - Birmingham): zonetta.mccray@regions.com
(for DELIVERY to John M. Turner, Jr.)

RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING”
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. [REDACTED]
CHECK NO. 1670

FROM: [REDACTED]

This is to confirm that due to “FAILED” issues I have had with Fax Numbers (205) 264-5758 and (334) 832-8419, I am submitting this information to you via Email and ask that you forward my correspondence to John M. Turner, Jr.

PLEASE CHECK YOUR EMAIL AT: zonetta.mccray@regions.com

The document regarding the above referenced matter has been sent to the Email noted and is coming from:



If you do not see it in your Email Inbox, you may want to check your SPAM.

Thank you for your assistance in this matter.

Neither Regions President/CEO John M. Turner, Jr. NOR Tamika Council contacted me **to notify of REGIONS' 08/24/20 ERROR and FAILURE to POST Payment reflected on Receipt, etc. – i.e. Leaving a reasonable mind to believe Regions' ERRONEOUS \$15.97 charge WAS CORRECTED!**

**FAX NOTIFICATION
TO CHECK YOUR EMAIL
0 PAGES TO FOLLOW
(601) 554-2846
AUGUST 24, 2020**

TO: Regions Bank d/b/a Regions Mortgage – c/o Tamika Council – tamika.council@regions.com
For DELIVERY To: John M. Turner, Jr. – President/Chief Executive Officer

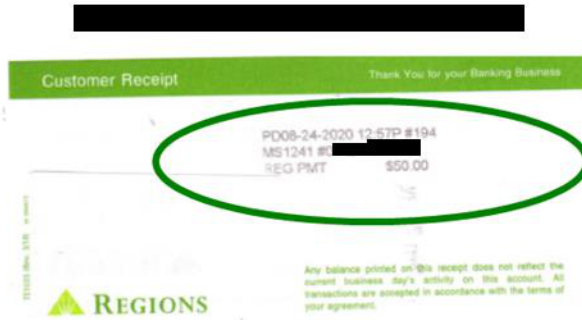
**RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING"
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. [REDACTED]
CHECK NO. 1670**

FROM: [REDACTED]

This is to confirm that on today, the above referenced document was "HAND DELIVERED" to a Regions Bank d/b/a Regions Mortgage Representative at its Branch Location.

PLEASE CHECK YOUR EMAILS AT: tamika.council@regions.com

The document regarding the above referenced matter has been sent to the Email noted and is coming from:



If you do not see it in your Email Inbox, you may want to check your SPAM.

Thank you for your assistance in this matter.

Neither Regions President/CEO John M. Turner, Jr. **NOR** Niekkia Pierce contacted me to notify of **REGIONS' 08/24/20 ERROR and FAILURE to POST Payment reflected on Receipt, etc.** – i.e. **Leaving a reasonable mind to believe Regions' ERRONEOUS \$15.97 charge WAS CORRECTED!**

**FAX NOTIFICATION
TO CHECK YOUR EMAIL
0 PAGES TO FOLLOW
(205) 307-4130
AUGUST 24, 2020**

TO: Regions Bank d/b/a Regions Mortgage – c/o Niekkia Pierce – niekkia.pierce@regions.com
For DELIVERY To: John M. Turner, Jr. – President/Chief Executive Officer

RE: **REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING"**
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT: [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. [REDACTED]
CHECK NO. 1670

FROM: [REDACTED]

This is to confirm that due to "FAILED" issues I have had with Fax Numbers (205) 264-5758 and (334) 832-8419, I am submitting this information to you via Email and ask that you forward my correspondence to John M. Turner, Jr.

PLEASE CHECK YOUR EMAIL AT: niekkia.pierce@regions.com

The document regarding the above referenced matter has been sent to the Email noted and is coming from:



If you do not see it in your Email Inbox, you may want to check your SPAM.

Thank you for your assistance in this matter.

The **FIRST** time **REGIONS' ERROR** was brought to my attention was through its 09/05/20 correspondence; which I **did NOT** receive until approximately **FIVE Days (09/10/20)** later!

h) **REGIONS' ERROR** resulted in my going into a Local Regions Branch on or about **September 14, 2020**, and obtaining a printout of a Bank Statement for the above referenced Account. My inquiry yielded **further CRIMINAL Acts** by Regions to support (what appears to be) efforts **to COVER UP** its Representative's GOOD-FAITH act **to correct Regions' ERROR at the Lower Level and in compliance with Regions' Policies, Procedures and/or Practices**. Further supporting the purpose for my good-faith efforts in NOTIFYING Regions EXECUTIVE Office of **"HOW"** the above referenced account is being handled, etc.

On September 14, 2020, I went into a Local Regions Bank and spoke with one of the Tellers. The Teller directed me to **Regions' Financial Relationship Sr. Consultant Carla Johnston ("Johnston")**. Johnston assisted me on September 14, 2020, with my inquiry. I advised Johnston that payment on the above referenced Account was made on August 24, 2020. Upon checking Regions' records, Johnston appeared to be disturbed by the FACT that evidence of a payment (whether erroneous or not) of \$50.00;



Date: 09/14/2020
Time: 4:27 PM
Branch: HATTIESBURG

Transactions

Account Number: [REDACTED]

Branch of Account: 01246-ARBOR

Current Posted Balance:

Outstanding Transactions:

Available Balance



Carla Johnston
Financial Relationship Sr. Consultant

Hattiesburg Main Office
202 South 40th Avenue
Hattiesburg, Mississippi 39402
(601) 261.4366
Toll Free (800) 734.4667
carla.johnston@regions.com

Banker ID D8F78
NMLS 700916

was NOT showing as payment on my Bank Statement and neither was the August 24, 2020, payment being reflected on the Bank Statement (although I possess a receipt of a \$50.00 payment being applied to the above referenced Account).



Date: 09/14/2020
 Time: 4:27 PM
 Branch: HATTIESBURG

Transactions

Account Number: [REDACTED]

Branch of Account:

Current Posted Balance:
 Outstanding Transactions:
 Available Balance
 Standard Overdraft Coverage / Regions Overdraft Protection:

| Proc. Date | Amount | Serial Number | Tran Code | Description | D/C | Source | Running Balance |
|------------|--------|---------------|-----------|-------------|-----|--------|-----------------|
| 08/31/20 | 164.37 | 1671 | 0070 | CHECK | D | 0007 | |
| 08/27/20 | 500.00 | 1668 | .0070 | CHECK | D | 0007 | |
| 08/26/20 | 14.52 | | | | | | |
| 08/25/20 | 28.73 | | | | | | |
| 08/24/20 | 26.92 | | | | | | |
| 08/24/20 | 62.61 | | | | | | |
| 08/24/20 | 15.13 | | | | | | |
| 08/24/20 | 48.11 | | | | | | |
| 08/18/20 | 15.64 | | | | | | |
| 08/18/20 | 116.82 | | | | | | |
| 08/17/20 | 6.58 | | | | | | |
| 08/17/20 | 3.49 | | | | | | |
| 08/17/20 | 31.18 | | | | | | |
| 08/17/20 | 22.20 | | | | | | |
| 08/17/20 | 24.78 | | | | | | |
| 08/17/20 | 29.12 | | | | | | |
| 08/17/20 | 12.39 | | | | | | |
| 08/17/20 | 71.00 | | | | | | |
| 08/17/20 | 16.96 | | | | | | |
| 08/17/20 | 10.77 | | | | | | |
| 08/17/20 | 104.00 | 1669 | 0070 | CHECK | D | 0007 | |

Customer Receipt Thank You for your Banking Business

PD08-24-2020 12:57P #194
 MS1241 # [REDACTED]
 REG PMT \$50.00



Any balance printed on this receipt does not reflect the current business day's activity on this account. All transactions are accepted in accordance with the terms of your agreement.

The pending items listed above do not always post in the order in which the transactions are displayed.

Johnston upon checking the above referenced account, provided me **with EVIDENCE** that Regions' Banking System **does indeed CONFIRM a payment of \$50.00 and was entered on 08/24/20!**

ACCOUNT NUMBER [REDACTED]
 STATEMENT PERIOD: 08/01/20 - 08/31/20
 Page 3 of 3



Carla Johnston
 Financial Relationship Sr. Consultant
 Hattiesburg Main Office
 202 South 40th Avenue
 Hattiesburg, Mississippi 39402
 (601) 261.4366
 Toll Free (800) 734.4667
 carla.johnston@regions.com

Banker ID D8F78
 NMLS 700916

supposed to be 65 97

TRANSACTION SUMMARY

| POSTING DATE | TRAN DATE | TRANSACTION DESCRIPTION | REFERENCE NUMBER | AMOUNT CR-CREDIT PY-PMNT |
|--------------|-----------|-------------------------|------------------|--------------------------|
| 08/24/20 | 08/24/20 | PAYMENT - THANK YOU | | \$50.00 PY |
| 08/24/20 | 08/24/20 | PMT DETAIL - INT | | \$3.21 PY |
| 08/24/20 | 08/24/20 | PMT DETAIL - PRIN FEES | | \$46.79 PY |

However, the Banking Statement I requested for the above referenced account **does NOT** reflect the \$50.00 payment. Leaving a reasonable mind to conclude that Regions, in efforts to cover up and hide crimes and/or criminal intent, has **found a way to MANIPULATE and COMPROMISE Customer Accounts** in efforts of creating what are called "Delinquent" Accounts for purposes of generating "UNLAWFUL" Fees for **FINANCIAL gain and for other reasons known to Regions!**

Johnston further confirmed upon checking Regions' computer, that **I NEVER** had any LATE payments alleged on the above referenced account PRIOR to the Regions 08/24/20 actions! **EMPHASIS ADDED:** *Such evidence of TIMELY payments on the above referenced account is supported by the following excerpt of Bank Statements and Receipts on said Account - - The FIRST Time my CHECK Payment is stamped "CONTESTED PAYMENT," Regions RETALIATE!*



Date: 09/14/2020
 Time: 4:27 PM
 Branch: HATTIESBURG

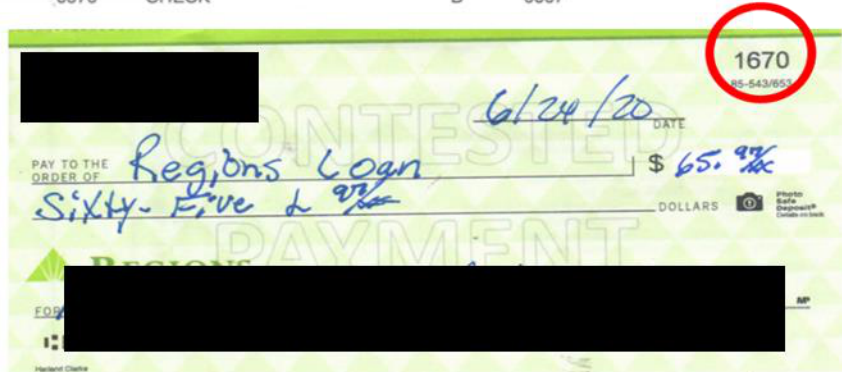
Transactions

Account Number: [REDACTED]
 Branch of Account:

Current Posted Balance:
 Outstanding Transactions:
 Available Balance
 Standard Overdraft Coverage / Regions Overdraft Protection:

| Proc. Date | Amount | Serial Number | Tran Code | Description | D/C | Source | Running Balance |
|------------|--------|---------------|-----------|-------------|-----|--------|-----------------|
| 08/31/20 | 164.37 | 1671 | 0070 | CHECK | D | 0007 | |
| 08/27/20 | 500.00 | 1668 | 0070 | CHECK | D | 0007 | |
| 08/17/20 | 104.00 | 1669 | 0070 | CHECK | D | 0007 | |

LOOKING FOR CHECK 1670; However, MISSING -- The \$50.00 Payment Referenced On Receipt Is ALSO MISSING



The pending items listed above do not always post in the order in which the transactions are displayed.

As of **September 14, 2020**, my 08/24/20 Check Payment in the amount of \$65.97 is **NOT** reflected on my Bank Statement – i.e. as **CONFIRMED** by Johnston!



Date: 09/14/2020
 Time: 4:27 PM
 Branch: HATTIESBURG

Transactions

Account Number: XXXXXXXXXXXX

Branch of Account:

Current Posted Balance:
 Outstanding Transactions:
 Available Balance
 Standard Overdraft Coverage / Regions Overdraft Protection:

| Proc. Date | Amount | Serial Number | Tran Code | Description | D/C | Source | Running Balance |
|------------|--------|---------------|-----------|-------------|-----|--------|-----------------|
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
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| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| 09/08/20 | 258.99 | 1674 | 0070 | CHECK | D | 0007 | |
| | | | | | D | 0000 | |
| | | | | | C | 0000 | |
| | | | | | C | 0007 | |
| | | | | | D | 0000 | |
| 09/02/20 | 58.95 | 1673 | 0070 | CHECK | D | 0007 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0007 | |
| 09/01/20 | 489.64 | 1672 | 0070 | CHECK | D | 0007 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0000 | |
| | | | | | D | 0007 | |

**IMPORTANT TO
 NOTE: As of
 09/14/20, the
 08/24/20 Payment
 is NOT showing on
 Bank Statement**

The pending items listed above do not always post in the order in which the transactions are displayed.

i) According to Regions, "Important Information Regarding Receipt and Crediting Payments," it provides the following information which states in part:

- "General Rules Regarding Payments*
- ***All payments must include name and account number or coupon portion of account statement form***
 - ***All payments must be made in U.S. dollars"***

I **am confident** that my 08/24/20, payment regarding the above referenced account complied with Regions' Rules Regarding Payments and can be substantiated *as evidenced* in the following images:

ACCOUNT NUMBER: [REDACTED]
STATEMENT PERIOD: 08/01/20 - 08/31/20
Page 2 of 3

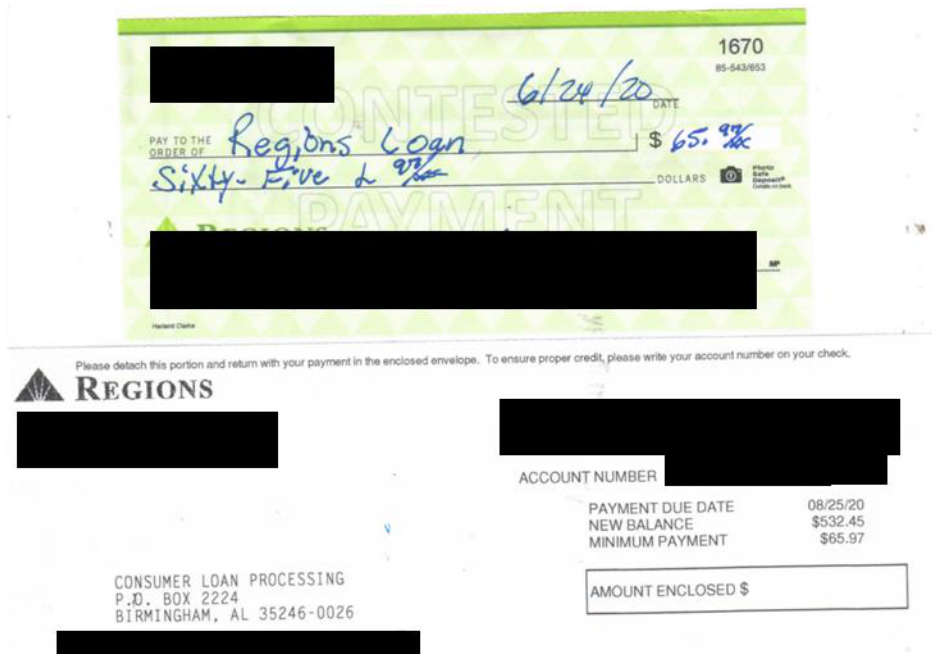
Important Information Regarding Receipt and Crediting of Payments

General Rules Regarding Payments

- * All payments must include name and account number or coupon portion of account statement form
- * All payments must be made in U.S. dollars
- * If your account is set up for automated payments, your payment plus any additional principal which you have authorized will be automatically drafted on the payment due date listed on this statement.

Important Renewal Information

If an Annual Maintenance Charge is reflected on the front of this statement as having been charged to your Account, your Account has been renewed. You have 30 days from the date of this statement within which to notify us if you do not wish to renew your Account. Upon receipt of such notice from you, we will recredit your Annual Maintenance Charge to your Account. You may use your Account during the 30



j) According to Regions' Policies and/or Procedures under its "BILLING RIGHTS SUMMARY" and "In Case of Errors or Questions about your Bill" it states in part:

"If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights."

I am confident that my August 24, 2020, correspondence regarding, **“REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING” CONTESTING LOAN PAYMENT”** is in accordance and/or compliance with the instructions Regions’ provide under **“BILLING RIGHTS SUMMARY”** in that my August 24, 2020, correspondence will support:

ACCOUNT NUMBER: [REDACTED]
STATEMENT PERIOD: 07/01/20 - 07/31/20
Page 2 of 3

Important Renewal Information

If an Annual Maintenance Charge is reflected on the front of this statement as having been charged to your Account, your Account has been renewed. You have 30 days from the date of this statement within which to notify us if you do not wish to renew your Account. Upon receipt of such notice from you, we will recredit your Annual Maintenance Charge to your Account. You may use your Account during the 30 day period without having to pay the Annual Maintenance Charge. The Annual Maintenance Charge for your account is reflected on the first page of this statement. The Annual Percentage Rate for your account is reflected on the last page of this statement.

Credit Reports

We may report negative information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Notify us at Consumer Collections Credit Information, P.O. Box 10063, Birmingham, AL 35202 if you believe any information we have reported or may report to a credit bureau about your account is inaccurate.

BILLING RIGHTS SUMMARY

In Case of Errors or Questions about your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. *You can telephone us, but doing so will not preserve your rights.*

For Customer Service, Please Dial 1-800-231-7493

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

- i) My thinking that Regions' bill(s) **"IS WRONG!"** Moreover, reiterating my concerns about previous bills sent to me by Regions regarding the above referenced Account.
- ii) Being submitted to Regions on a **"SEPARATE SHEET"** and, due to my concerns of criminal acts, obstruction in the administrative process, etc., that my correspondence is specifically addressed to Regions President/Chief Executive Officer John M. Turner, Jr. ["Turner"] in the **"CARE OF [c/o]"** Regions Employees and/or Representatives with clear instructions:

For Delivery To John M. Turner, Jr. At:
1900 Fifth Avenue North
Birmingham, Alabama 35203



August 24, 2020

VIA HAND DELIVERY To Branch Location Representative
Regions Bank
ATTN: John M. Turner, Jr. – President/Chief Executive Officer
c/o Branch Manager/Representative For Delivery To John M. Turner, Jr. At:
1900 Fifth Avenue North
Birmingham, Alabama 35203

VIA EMAIL and/or FACSIMILE
United States Department of Justice/Office Of Solicitor General
ATTN: Solicitor General/Noel Francisco
ATTN: William Pelham Barr – United States Attorney General
c/o Melissa Golden – Office of Legal Counsel
950 Pennsylvania Avenue, NW
Washington, DC 20530

VIA EMAIL and/or FACSIMILE: (202) [REDACTED]
United States House of Representatives
ATTN: Speaker Of The House/Nancy Pelosi
c/o Pattie Ross

RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING"
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # [REDACTED]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. [REDACTED]
CHECK NO. 1670

Victim(s) [REDACTED]

iii) Due to the **HIGH-PROFILE NATURE** of this matter and in good-faith, I address and/or submit my correspondence to Regions' Representative(s) at a Local Branch for processing and handling to assure that Turner as well as Regions' EXECUTIVE Officials (*i.e. through Regions' Representative(s) utilizing the Banks' INTER-OFFICE Mail/Email System, etc.*) are fully aware of what is transpiring at the Lower Level and/or at their Branch Locations in case they want to fraudulently convey and/or falsely assert their "**lack of knowledge**" of these bills I am contesting and the **lawful grounds** under which my objections and contesting of payments are being made, etc.

k) Under Regions' "BILLING RIGHTS SUMMARY" its states in part (i.e. however, is not limited to this listing alone):

In your letter, give us the following information:

- **Your name and account number**
- The **dollar amount of the suspected error**
- **Describe the error and explain**, if you can, **why you believe there is an error**. If you need more information, **describe the item you are unsure about**.

You **do not have to pay any amount in question while we are investigating**, but you are still obligated to pay the parts of your bill that are not in question. **While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.**

BILLING RIGHTS SUMMARY

In Case of Errors or Questions about your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. *You can telephone us, but doing so will not preserve your rights.*

For Customer Service, Please Dial 1-800-231-7493

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

l) I **am confident** that my August 24, 2020, correspondence as well as previous correspondence provided to Regions regarding the above referenced matter will support:

i) **My name** appears on my Letterhead.

ii) My **Account Number** is provided in the reference section of the correspondence and printed on the first page.

iii) The **“dollar amount of the suspected error”** is noted as, **“REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING” CONTESTING LOAN PAYMENT”** in the reference section on the first page as well as provided in the body of the correspondence. *Supporting “dollar amount” is provided!*

iv) **Description of the error** (\$15.97) as well as erroneous billing for an alleged Loan that has been paid in full from my Trust Account. The **reason for the error** (i.e. Retaliation, Racketeering Scheme/Scam, etc.) is provided in my 08/24/20, correspondence as well as previous regarding the above referenced Account. Regions Coupon was provided with my Check 1670 which will support sufficient **description of item** provided supporting my reasons for **“CONTESTING LOAN PAYMENT”** and/or Bill(s).

v) Regions is in violation and breach of its **“BILLING RIGHTS SUMMARY”** and said violation and/or breach is under the direction and leadership of its EXECUTIVE Officials. In support of this statement the following facts and evidence are presented (i.e. however, not limited to this listing alone):

1) **“You do not have to pay any amount in question while we are investigating”** - - Out of concerns of RETALIATION and other criminal practices being launched against me from Regions and out of concerns of Regions’ **well-**

established pattern-of-practice, etc. in such *Racketeering Schemes/Scams*, the record evidence will support **monthly payments of the “MINIMUM PAYMENT”** being submitted (although Regions’ own Policies and Practices advise that I, “do not have to pay”) in that the Statutes and/or Laws governing such matters supports my entitlement to reimbursement and recovery through the applicable INTERNATIONAL Tribunal processes – i.e. if good-faith settlement demands fail, etc. – are available to me.

- 2) “. . .***you are still obligated to pay the parts of your bill that are not in question.***” Regions has been timely, properly and adequately notified in writing and provided with legal conclusions, etc. to support that I **am NOT** obligated to pay monies for the alleged loan claimed. Nevertheless, like clockwork the MONTHLY bills for the above referenced Account continue to come with the THREATS issued (as that issued on 09/09/20, by Regions Collection Center Senior Vice President Brent Pyatt) if Regions does NOT receive payment. My payments are made in good-faith that justice will prevail and *my entitlement to FULL REIMBURSEMENT* of all monies paid to Regions in the above referenced Account and to efforts to avoid such fraudulent/criminal practices addressed in this instant correspondence as well as previous.

- 3) Regions’/Brent Pyatt’s 09/09/20 **THREATS** followed Regions 09/05/20 correspondence **WITHOUT an investigation** being conducted. Said FAILURE being in violation of Regions’ Policies, Practices and/or Procedures!

4) Although Regions Policies and/or Practices states in part, **“While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question,”** Regions’ Brent Pyatt (“Pyatt”) Senior Vice President Collections Center, on 09/09/20, **issued threats through the use of the United States Postal Service (“USPS”)** advising - *“The account listed above is currently delinquent. This notice is to inform you that we may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report”* - **with KNOWLEDGE** that:

(a) The above referenced Account **is NOT delinquent!**

(b) His notification **is in VIOLATION** of Regions’ **“BILLING RIGHTS SUMMARY”** as well as other Policies, Procedures and Practices adopted and/or used by Regions in addressing such matters and/or issues as that presented by me!

m) Pyatt’s **unlawful and unwarranted** THREATS are in keeping with the RACKETEERING Schemes/Scams that Regions, its Legal Counsel Baker Donelson Bearman Caldwell & Berkowitz and Co-Conspirators engage in for the purposes of **EXTORTION and/or BLACKMAIL**, etc. and placing the LIVES, LIVELIHOOD, WELLBEING, SECURITY, PEACE, SAFETY, etc. of Customers (such as myself) and the Civilian Population in grave danger if they **do NOT** comply with Regions’ CRIMINAL demands!

Dear [REDACTED]

At Regions, your banking relationship is important to us. That is why we want to make every effort to keep you informed of issues that may affect our relationship.

The account listed above is currently delinquent. This notice is to inform you that we may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have any questions about this matter, dispute the status of the account, or are subject to protection under the United States Bankruptcy Code, please call us at 1-800-290-5358 Monday through Friday between 8 a.m. and 4:30 p.m. Central Time.

Sincerely,



Brent Pyatt
Senior Vice President
Collections Center

n) Pyatt's **09/09/20 THREATS** state:

"The account listed above is currently delinquent. This notice is to inform you that we may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report."

and CONFLICTS with Regions' "BILLING RIGHTS SUMMARY" which states in part"

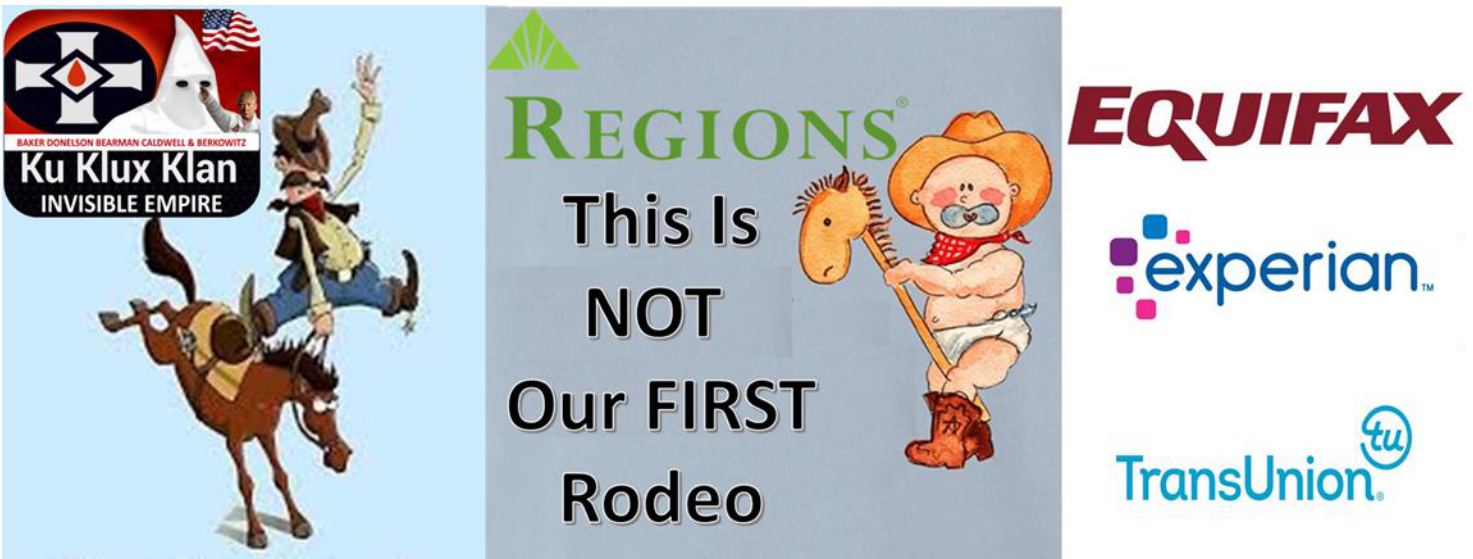
You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

and such statements of Pyatt, **are NOT** in compliance with Regions' Policies, Procedures and Practices governing said matters. **A copy of Pyatt's letter is attached to this instant correspondence for incorporation purposes as well as EVIDENCE of Regions' EXECUTIVE Officials' KNOWLEDGE and handling of such matters when Native People**

and/or Indigenous People (such as myself) lawfully challenge Regions' practices and authority in the way matters are handled involving Members of such **protected** Class of People who are AWAKE!

- o) Upon doing further research (out of concerns Regions' handling) of this matter, my findings reveal that (it appears), **Regions has a well-established TRACK RECORD in engaging in such Racketeering Schemes/Scams** for the purposes of **(1) Ruining their Customers' CREDIT; (2) Criminal and Fraudulent Intent; and (3) Other reasons known to Regions.**

- p) My research found, that this is **NOT** Regions', its Legal Counsel Baker Donelson Bearman Caldwell & Berkowitz' and their CO-Conspirators' (Equifax, Experian and Transunion) **FIRST RODEO** in such Racketeering Schemes/Scams. Moreover, that (it appears) **other Customers** of Regions **have been VICTIMIZED** by such RACKETEERING Schemes/Scams for quite some time with **Regions relying on** its Baker Donelson CONNECTIONS *as well as* Baker Donelson's **RUNNING, CONTROLLING and MANIPULATION** of the United States FINANCIAL System to keep this information HIDDEN from the Public/World!



q) Yes, my research has found that Regions is represented by Baker Donelson as well as how it appears such RACKETEERING Schemes/Scams play out in Court – i.e. in that **Baker Donelson CONTOLS and RUN the JUDICIAL System** for purposes of **obtaining favors** on behalf of their **Clients (as Regions)** and **COVERING UP criminal practices** and other reasons known to them!

r) **To UNDERSTAND** Regions’ Legal Counsel Baker Donelson’s **MANIPULATION of the Judicial System** as well as **“HOW”** such Racketeering Schemes/Scams work, let us look at the Lawsuit Regions **brought against** Wyndham Hotel Management – i.e. in which an Article entitled, **“Nashville at law: Regions and hotel chain go to war,”** may be found at the following Links as of 09/20/20:

The screenshot shows the Nashville Post website interface. At the top, there are navigation links for 'SUBSCRIBE', 'LOGIN', and 'REGISTER'. Below these are category links: 'LATEST', 'BUSINESS', 'POLITICS', 'SPORTS', and 'MAG'. The main content area features the article title 'Nashville at law: Regions and hotel chain go to war' with a date of 'NOV 15, 2009' and the author 'E. Thomas Wood'. A central image depicts a silhouette of a person holding scales of justice. To the right of the image, the article text begins: 'A \$255 million alleged fraud scheme, a bank that found itself unhappily drawn into the hotel business, and a hotelier suspicious of the bank’s motives — such are the plotline elements of a dispute that has landed in Nashville’s U.S. District Court.' Below this, it states: 'Regions Bank filed suit earlier this month against Wyndham Hotel Management Inc. over the fate of a suburban Chicago hotel formerly owned by WexTrust Capital LLC. A federal grand jury in New York last July indicted two top officials of Chicago-based WexTrust on charges of securities fraud, mail fraud, wire fraud and conspiracy, claiming their enterprise was a \$255 million Ponzi scheme that mainly targeted Orthodox Jews.' A red box highlights this paragraph. At the bottom of the article, a green box contains the text: 'Regions, based in Birmingham, filed the lawsuit in Nashville because its real estate loan administration group is located here. Exhibits to the filing show that John H. Rowland, with the Nashville office of Baker Donelson Bearman Caldwell & Berkowitz PC, represented the bank in correspondence with Wyndham preceding the litigation. David E. Lemke, Lea Carol

<https://www.nashvillepost.com/home/article/20403748/nashville-at-law-regions-and-hotel-chain-go-to-war>

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5b67707bb499>

There is record evidence as well as written correspondence from Baker Donelson acknowledging as well as **supporting representation** of Regions as noted in the following screenshot retrieved from Public Records. A copy of such correspondence supporting the Regions and Baker Donelson is **attached** to this instant correspondence and may also be viewed at the following links as of 09/20/20:

**BAKER
DONELSON**
BEARMAN, CALDWELL
& BERKOWITZ, P.C.

COMMERCE CENTER
SUITE 1000
211 COMMERCE STREET
NASHVILLE, TENNESSEE 37201
PHONE 615.726.5600
FAX: 615.726.0464
MAILING ADDRESS:
P.O. BOX 190613
NASHVILLE, TENNESSEE 37219

www.bakerdonelson.com

JOHN H. ROWLAND
Direct Dial: 615.726.5544
Direct Fax: 615.744.5544
E-Mail Address: jrowland@bakerdonelson.com

October 7, 2009

Paula J. Morency
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

VIA EMAIL AND U.S. MAIL

Re: Wyndham Drake Oak Brook

Dear Paula:

On behalf of Regions Bank ("Regions") I am in receipt of your letter dated October 5, 2009. I apologize for the delay in responding, but I have been out of the office for the last day and a half. There are several inaccuracies in that correspondence that I believe could have been cleared up with a simple phone call between the parties. In fact, Regions and Wyndham Hotel Management, Inc. ("Wyndham") have worked together in a cooperative manner during this difficult transition period, and particularly after the property was relinquished from the Wextrust Receivership.

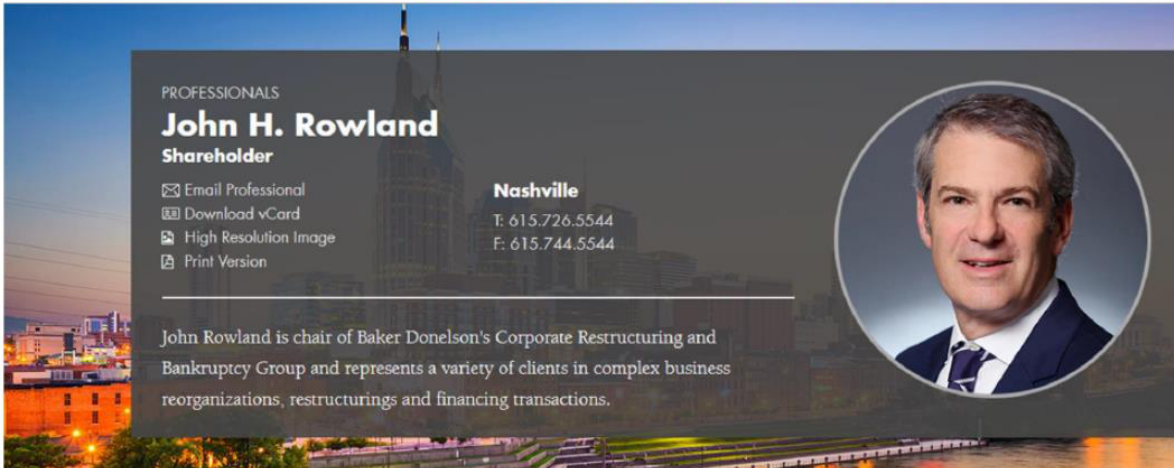
<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5b6771b5a26d>

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5b6772b3b26a>

- i) Baker Donelson **IS ALSO** Legal Counsel for Wyndham and can be supported by EVIDENCE that is a matter of PUBLIC Records!

≡ MENU

BAKER DONELSON



PROFESSIONALS

John H. Rowland
Shareholder

✉ Email Professional
📄 Download vCard
🖨 High Resolution Image
🖨 Print Version

Nashville
T: 615.726.5544
F: 615.744.5544

John Rowland is chair of Baker Donelson's Corporate Restructuring and Bankruptcy Group and represents a variety of clients in complex business reorganizations, restructurings and financing transactions.

REGIONS BANK vs. WYNDHAM HOTEL MANAGEMENT, INC.



UNDERSTANDING THE UNITED STATES OF AMERICA'S RACKETEERING EMPIRE THAT IS CONTROLLED AND RUN BY THEIR LEGAL COUNSEL BAKER DONELSON BEARMAN CALDWELL & BERKOWITZ

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

WYNDHAM VACATION
RESORTS, INC.,

Plaintiff,

v.

TIMESHARE ADVOCACY
INTERNATIONAL, LLC,
SEAN K. AUSTIN and
CHARLES MCDOWELL,

Defendants.

No. _____

Judge _____

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

This is an action by Plaintiff, Wyndham Vacation Resorts, Inc. ("Wyndham"), resulting from the conduct of the Defendants in stealing the trade secrets of Wyndham, exploiting said trade secrets to the detriment of Wyndham, engaging in the unauthorized practice of law in a ongoing effort to defame Wyndham, intentionally interfering with Wyndham's contractual relationships and business expectancies, and breaching the terms of a prior settlement agreement prohibiting such conduct by Defendants. Wyndham submits this Verified Complaint for Injunctive Relief and Damages against Defendants Timeshare Advocacy International, LLC ("TAI"), Sean K. Austin ("Austin"), and Charles McDowell ("McDowell" and collectively with TAI and Austin, the "Defendants") and in support thereof states as follows:

3. That this Court issue an order requiring Defendants to immediately turn over to Wyndham any writing, document, recording and/or electronic data that contains or relates to in any way the trade secret, confidential information or proprietary information obtained from Wyndham.

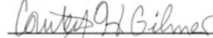
4. That Wyndham be awarded all of its actual damages caused by the Defendants wrongful acts, including lost profits, and that Wyndham be awarded it attorneys fees.

5. That Wyndham be awarded compensatory damages, punitive damages and attorneys' fees.

6. That Wyndham be given such other equitable and legal relief as is just and proper under the circumstances.

**THIS IS THE FIRST APPLICATION FOR
EXTRAORDINARY RELIEF IN THESE PROCEEDINGS.**

Respectfully submitted,



Courtney H. Gilmer (BPR No. 22131)
BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC
211 Commerce Street, Suite 800
Nashville, Tennessee 37201
Tel. (615) 726-5747
Fax (615) 744-5747
cgilmer@bakerdonelson.com

Attorneys for Wyndham Vacation
Resorts, Inc.

A copy of Wyndham's "VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES" is attached to this instant correspondence as well as may be found at the following link:

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5b6774baa7a4>

- ii) I find it disturbing to see that Regions' Legal Counsel Baker Donelson **IS ALSO** Legal Counsel for the **TOP THREE Credit Bureaus** (*Equifax, Experian and Transunion*)!



It appears using such CRIMINAL Racketeering Schemes/Scams to **EMBEZZLE monies** and engage in **THEFT of monies** from Customers' Account and then falsify such unlawful and criminal acts as "LATE FEES," "BREACH" and/or "HACK" that **was planned, orchestrated and carried out** by Regions, its Legal Counsel Baker Donelson and other CO-Conspirators for purposes of obtaining "**FUNDING**" for their War Crimes and other *Underworld/Syndicate Operations!*



After Equifax breach, credit monitoring simply isn't enough

NICOLE PAJER • SEPTEMBER 22, 2017

HOW TO



Share with:



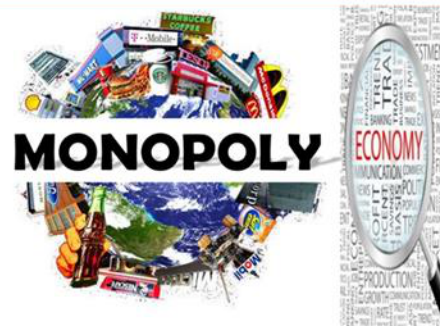
After acknowledging a breach that may have exposed the personal and financial data of more than 143 million Americans, credit bureau Equifax began offering potential victims a year of free TrustID credit monitoring.

It's a familiar breach response, and experts say it's wholly inadequate.

THE
PARALLAX

The [TrustID package](#) includes scanning suspicious websites for your Social Security number, preventing third parties from accessing your credit report, and insuring you against identity theft. Equifax competitor Experian is offering similar services [for a fee](#), while competitor TransUnion is offering one [for free](#). The three companies collectively have files on more than 200 million Americans and issue more than 3 billion consumer reports each year, according to the [Consumer Finance Protection Bureau](#).

“As long as we continue to use Social Security numbers for verification, we have a long-term problem that will never go away.”—Alisa Chestler, head of data protection, privacy, and cybersecurity, Baker Donelson



As of 09/20/20: <https://the-parallax.com/2017/09/22/equifax-credit-monitoring-fail/>

- iii) It further appears from research that Regions, its Legal Counsel Baker Donelson with the **THREE LEADING Credit Bureaus** may be engaging in SYSTEMATIC and DISCRIMINATORY practices through such unlawful RACKETEERING Schemes/ Scams that **are designed to HIGHLY IMPACT People of Color and to RUIN THEIR Credit!** In support of my concerns in the validity of such claims, **attached to this instant document** is a Lawsuit filed against Regions styled, **“Chirag Patel versus Regions Bank, et al”** – i.e. a copy of which may also be found at the following link:

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

CHIRAG PATEL

CIVIL ACTION

VERSUS

REGIONS BANK, ET AL.

NO: 18-CV-00796-BAJ-RLB

RULING AND ORDER

Before the Court is **Regions Bank's Motion to Compel Arbitration and to Stay Plaintiff's Claims Against Regions Bank Pending Arbitration (Doc. 15)**. Also before the Court is **Plaintiffs' Motion to Compel TransUnion and Experian to Arbitration (Doc. 24)**¹. Oral argument is not required. For the reasons stated below, Regions Bank's ("Regions") motion is **GRANTED** and Plaintiff's motion is **DENIED**.

Despite efforts to show that his card was charged fraudulently, Plaintiff avers that he began receiving automated phone calls from Regions requesting payment for the outstanding balance on his account.

(*Id.* at ¶ 30). Plaintiff also claims that Regions began reporting his account as delinquent to Equifax, Experian, and TransUnion. (*Id.* at ¶ 32). Plaintiff claims that Regions continued to report the unpaid balance, continued to robocall him, and continued to assess late fees and interest on the unpaid balance, despite his claims that the charges were fraudulent. (*Id.* at ¶¶ 34-37).

As of 09/20/20: <https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5c5e70ae9ca5>

s) Regions' and my records reflect that **my July 2020, payment was submitted ON TIME** and was paid using CHECK 1661.



Date: 09/14/2020
 Time: 4:27 PM
 Branch: HATTIESBURG

Transactions

Account Number: [REDACTED]
 Branch of Account:

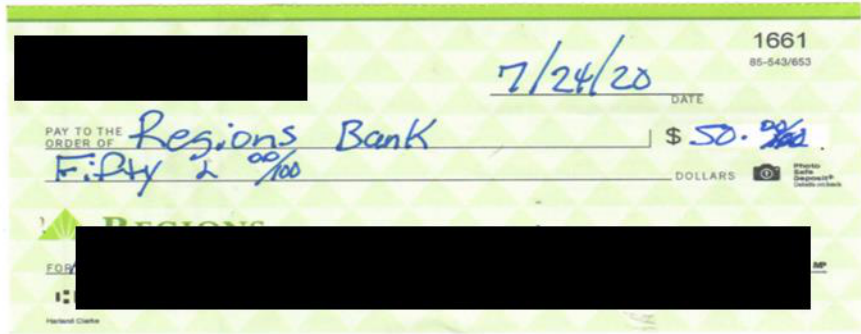
Customer Receipt Thank You for your Banking Business

Current Posted Balance:
 Outstanding Transactions:
 Available Balance
 Standard Overdraft Coverage / Regions Overdraft Protection:

FD07-24-2020 5000 8770
 MS1241 [REDACTED]
 REG PMT \$50.00

Any balance printed on this receipt does not reflect the current business day's activity on this account. All transactions are accepted in accordance with the terms of your agreement.

| Proc. Date | Amount | Serial Number | Tran Code | Description | D/C | Source | Running Balance |
|------------|--------|---------------|-----------|-------------|-----|--------|-----------------|
| 07/24/20 | 100.00 | | 0058 | BANK DEBIT | D | 0007 | |
| 07/24/20 | 50.00 | 1661 | 0070 | CHECK | D | 0007 | |



Regions Bank
 Post Office Box 1984
 Birmingham, Alabama 35201

Please detach this portion and return with your payment in the enclosed envelope. To ensure proper credit, please write your account number on your check.

For questions please call 1-800-231-7493. Please see reverse side for important information.

See Important Renewal information on the back of this Statement

REGIONS

CONSUMER LOAN PROCESSING
 P.O. BOX 2224
 BIRMINGHAM, AL 35246-0026

ACCOUNT NUMBER [REDACTED]

PAYMENT DUE DATE 07/25/20
 NEW BALANCE \$529.24
 MINIMUM PAYMENT \$50.00

AMOUNT ENCLOSED \$ [REDACTED]

t) Regions' and my records reflect that **my June 2020, payment was submitted ON TIME** and was paid using CHECK 1652. **IMPORTANT TO NOTE:** This information is important to refute any claims that Regions may attempt to assert due to my inadvertently dating my August 24, 2020 Check Payment with a date of 06/24/20!

Customer Receipt Thank You for your Banking Business

PD06-25-2020 10-42A #76
MS1241 #0 [REDACTED]
REG PMT \$50.00

111035 (Rev. 3/18) 10-10-2020

 Any balance printed on this receipt does not reflect the current business day's activity on this account. All transactions are accepted in accordance with the terms of your agreement.

[REDACTED] 1652
85-543/653

DATE 6/25/20

PAY TO THE ORDER OF Region Loan \$ 50.00
Fifty 2 00/100 DOLLARS

 FOR [REDACTED]

 REGIONS BANK
HATBURG - ARBOR
P O BOX 1984
BIRMINGHAM AL 35201

ACCOUNT NUMBER [REDACTED]
STATEMENT PERIOD: 05/01/20 - 05/29/20
Page 1 of 3

PAYMENT DUE DATE: 06/25/20
NEW BALANCE: \$575.72
MINIMUM PAYMENT: \$50.00

[REDACTED]

- u) Regions' and my records reflect that **my May 2020, payment was submitted ON TIME** and was paid using CHECK 1643.

Customer Receipt Thank You for your Banking Business

PD05-22-2020 3:21P #189
MS2176 # [REDACTED]
REG PMT \$50.00

TE1035 (Rev. 3/18) 44 202008



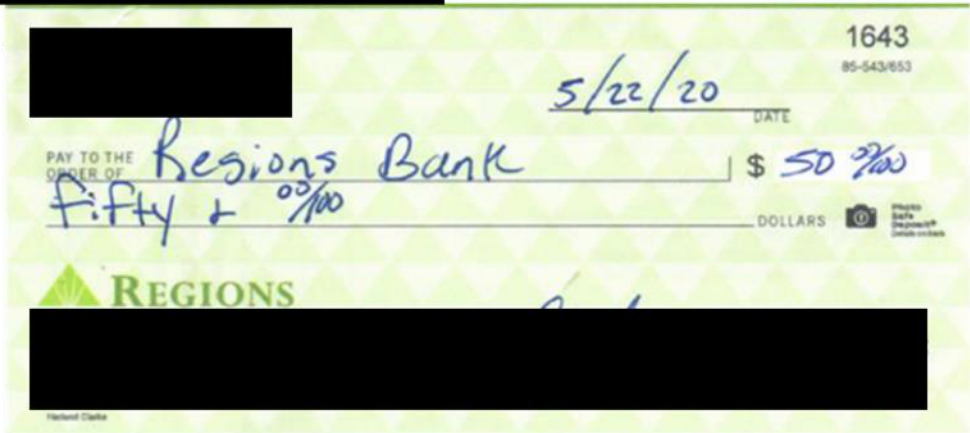
Any balance printed on this receipt does not reflect the current business day's activity on this account. All transactions are accepted in accordance with the terms of your agreement.



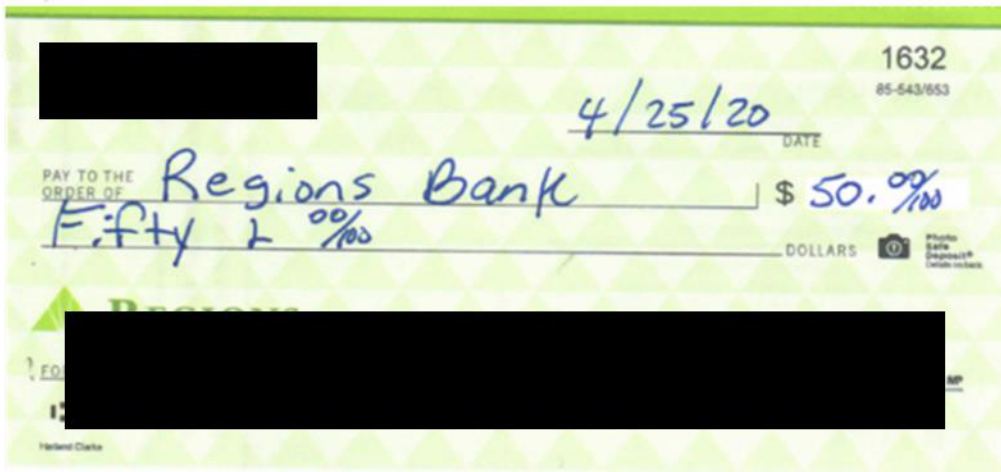
REGIONS BANK
HATBURG - ARBOR
P O BOX 1984
BIRMINGHAM AL 35201

ACCOUNT NUMBER: [REDACTED]
STATEMENT PERIOD: 04/01/20 - 04/30/20
Page 1 of 3

PAYMENT DUE DATE: 05/25/20
NEW BALANCE: \$621.94
MINIMUM PAYMENT: \$50.00



- v) Regions' and my records reflect that **my April 2020, payment was submitted ON TIME** and was paid using CHECK 1632.



II. RESPONSE TO REGIONS' 09/05/20 CORRESPONDENCE

This is to confirm that I am in receipt of Regions correspondence dated 09/05/20, (a copy of which is attached) from which the following excerpt has been taken:



Please let Regions' and my records reflect the following as my **response to its 09/05/20 correspondence** and INCORPORATE my responses to its 09/09/20 correspondence provided above; however, my additional responses are not limited to this listing alone:

3. Regions 09/05/20 correspondence *regarding the above referenced account* **contains fraudulent information** and has been created for purposes of **extorting monies** from me disguised as "Late Charges" with knowledge that such claims and/or assertion is false and misleading.

4. Regions further allege through its 09/05/20 correspondence, which states in part:

According to our records, your account is past due as of the date above. To prevent your account from falling further behind, please send the Total Amount Due to:

Regions Bank
Post Office Box 11407
Birmingham, AL 35282-8651

alleging that the above referenced account “**is past due**” as of 09/05/20, with knowledge that it **is NOT!**

5. Our records reflect that on August 24, 2020, I provided Regions with my, “**REQUEST FOR EXPLANATION OF \$15.97 INCREASE ‘IN WRITING’ CONTESTING LOAN PAYMENT**” which, as of today’s date (09/21/20), I have NOT received. Regions 09/05/20 correspondence **is NOT** a response to my August 24, 2020 Request... and **neither does** Regions’ 09/05/20 correspondence **allege to be a response** to my August 24, 2020 Request...

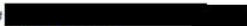



August 24, 2020

VIA HAND DELIVERY To Branch Location Representative
Regions Bank
ATTN: John M. Turner, Jr. – President/Chief Executive Officer
c/o Branch Manager/Representative For Delivery To John M. Turner, Jr. At:
1900 Fifth Avenue North
Birmingham, Alabama 35203

VIA EMAIL and/or FACSIMILE
United States Department of Justice/Office Of Solicitor General
ATTN: Solicitor General/Noel Francisco
ATTN: William Pelham Barr – United States Attorney General
c/o Melissa Golden – Office of Legal Counsel
950 Pennsylvania Avenue, NW
Washington, DC 20530

VIA EMAIL and/or FACSIMILE: (202-
United States House of Representatives
ATTN: Speaker Of The House/Nancy Pelosi
c/o Pattie Ross

RE: **REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING”
CONTESTING LOAN PAYMENT
REGIONS BANK LOAN/ACCOUNT # 
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO. 
CHECK NO. 1670**

Victim(s) 

6. My record reflects that on August 24, 2020, not only did I **HAND DELIVER** my correspondence to a local Regions Branch Official **for delivery to Regions President/Chief Executive Officer John M. Turner, Jr.** I also took the time to have Regions NOTIFIED **via Facsimile** as well as well as **via Email** regarding my concerns and **contesting** Regions CRIMINAL practices!

| Type | Sent | To | Length | | Status |
|------|----------------------|---------------------|--------|-----------------------------|--------|
| Fax | 8/24/2020 7:26:33 PM | (205) 942-6136 | 1 Page | REGIONS BANK/Zonetta McCray | Sent |
| Fax | 8/24/2020 7:25:28 PM | (601) 554-2846 | 1 Page | REGIONS BANK/Tamika Council | Sent |
| Fax | 8/24/2020 7:23:33 PM | (202) [REDACTED] 59 | 1 Page | NANCY PELOSI | Sent |
| Fax | 8/24/2020 7:22:52 PM | (202) [REDACTED] 44 | 1 Page | U.S. ATTORNEY GENERAL/Barr | Sent |
| Fax | 8/24/2020 7:21:59 PM | (205) 307-4130 | 1 Page | REGIONS BANK/Niekkia Pierce | Sent |

Fax Transmission Record

| Start Date/Time | End Date/Time | Recipient | Company/Corp. | Fax Number | Status | Number of Pages |
|----------------------|----------------------|---------------------------------------|----------------------------|------------|--------|-----------------|
| 8/24/2020 9:44:58 PM | 8/24/2020 9:46:26 PM | U.S. Attorney General/William Barr | U.S. Department of Justice | -9769 | Sent | 1 |
| 8/24/2020 9:48:22 PM | 8/24/2020 9:49:56 PM | U.S. Solicitor General/Noel Francisco | U.S. Department Of Justice | -9769 | Sent | 1 |
| 8/24/2020 9:55:58 PM | 8/24/2020 9:57:31 PM | US Solicitor General/Noel Francisco | US Department Of Justice | -8844 | Sent | 1 |

Date: 08/24/2020 [09:33:50 PM CDT]
 From: [REDACTED]
 To: RegionsMortgage: tamika.council@regions.com, kate.danella@regions.com, zonetta.mccray@regions.com, niekkia.pierce@regions.com, teresa.rogers@regions.com, david.turner@regions.com;
 Cc: [REDACTED]
 Subject: REGIONS BANK LOAN/ACCOUNT # 001 554 - LAWFUL/LEGAL ACTION AGAINST UNITED STATES OF AMERICA'S DESPOTISM CORPORATION EMPIRE - REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING;" CONTESTING LOAN PAYMENT

RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE "IN WRITING"
 CONTESTING LOAN PAYMENT
 REGIONS BANK LOAN/ACCOUNT # [REDACTED]
 REGIONS FEDERAL IDENTIFICATION # 631266437
 IRS REFERENCE NO. [REDACTED]
 CHECK NO. 1670
 Victim(s) [REDACTED]
 Date of Fraud Every Month

Please find a copy of my correspondence HAND DELIVERED on today regarding the above referenced matter that was mentioned in my fax to you at the following links:

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b87586> [REDACTED]

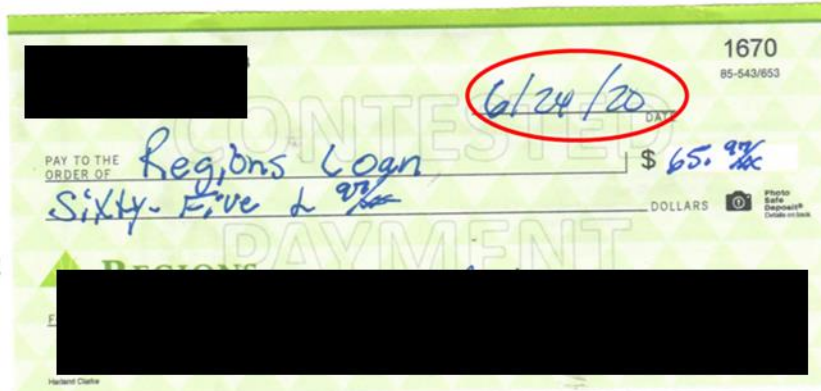
<https://drive.google.com/file/d/1ShLqBMSVzLpkvb3KgiCipuXBG> [REDACTED]

Should you have any questions, please do not hesitate to contact me in writing at the mailing address provided and email (i.e. a two-step process to assist me in receipt of information).

Sincerely,

Mailing Email: [REDACTED]

7. My records reflect that on August 24, 2020, I provided payment in the amount of **\$65.97**; however, *inadvertently* dated 6/24/20.



Please detach this portion and return with your payment in the enclosed envelope. To ensure proper credit, please write your account number on your check.

REGIONS

ACCOUNT NUMBER [REDACTED]

| | |
|------------------|----------|
| PAYMENT DUE DATE | 08/25/20 |
| NEW BALANCE | \$532.45 |
| MINIMUM PAYMENT | \$65.97 |

AMOUNT ENCLOSED \$

CONSUMER LOAN PROCESSING
P.O. BOX 2224
BIRMINGHAM, AL 35246-0026

Although Regions **was presented** with payment (Check No. 1670) for the amount noted as “MINIMUM PAYMENT” of \$65.97, Regions **deliberately posted payment** for “ONLY” \$50.00 - i.e. it appears either complying with Regions’ **“BILLING RIGHTS SUMMARY – In Case of Errors or Questions about your Bill”** and/or engage in further

BILLING RIGHTS SUMMARY

In Case of Errors or Questions about your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address for inquiries shown on the front of this statement as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

For Customer Service, Please Dial 1-800-231-7493

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

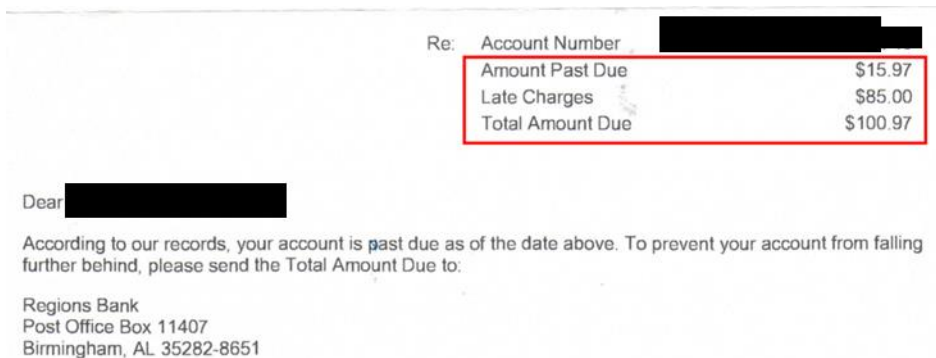
You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

criminal acts by RETALIATING against me for CONTESTING such Racketeering Schemes/Scams! Therefore, the lawful questions that may be asked in such matters as this comes down to (for instance); however, not limited to this listing alone:

- (a) What **was presented** to Regions?
- (b) What **was received** by Regions?
- (c) How **did Regions handle** the Transaction?
- (d) What was Regions intent **for posting** the INCORRECT amount?



- (e) How is Regions attempting to FINANCIALLY Profit from its Criminal Acts? It appears from evidence Regions does so by:



- i) **Withholding** allege “Amount Past Due” challenged;
 - ii) **Adding ASTRONOMICAL** “Late Charges” Amount;
 - iii) **Sending out “THREATING” correspondence seeking to EXTORT monies** from such Racketeering Schemes/Scams – i.e. By use of the United States Postal Service (USPS) – **EMPHASIS ADDED**; and
 - iv) **Other means** known to Regions.
- (f) Did Regions NOTIFY Customer (Apple Cider) of its ERROR (*if one and not deliberate*)? If not, WHY, if reasons were not for BAD Faith and/or Criminal Intent, etc.?
- (g) How does Region correct such errors when brought to their attention? Suppose Customers (such as myself) **do NOT** have a copy of Check presented (*unlike myself who have a copy of Check and included it in my August 24, 2020 correspondence*) to Regions – i.e. as I did to support my \$65.97 Contested Payment.
- (h) **WHERE IS Check 1670** that I submitted with my August 24, 2020, payment regarding the above referenced Account? WHY hasn't payment been applied to the above referenced Account?
- (i) Is Regions, its Legal Counsel and the THREE TOP Credit Bureaus **CONSPIRING** to bring **FALSE claims** against me alleging “BANK FRAUD” *for having my Checks used in payments reflect “CONTESTED PAYMENT!”* My research found that it appears that Regions had one of their Customers (Nicholas Johnson) ARRESTED alleging “BANK FRAUD” although there appears to be VIDEO EVIDENCE *exonerating* Nicholas Johnson!

Johnson v. Regions Bank

Opinion

CIVIL ACTION NO. 20-533 SECTION: "G"(2)

05-06-2020

NICHOLAS JOHNSON v. REGIONS BANK et al.

I. Background

On July 15, 2018, Johnson and his partner, David Taylor ("Taylor"), allegedly traveled to Regions Bank.⁴ Johnson maintains that he withdrew \$40 from an ATM located near Regions Bank's entrance.⁵ A few days later, on July 19, 2018, one of Regions Bank's customers allegedly⁶ reported bank fraud in the amount of \$800.⁶ Johnson alleges that Regions Bank sent video footage to the Kenner Police Department to assist in the department's bank fraud investigation.⁷ But Johnson asserts that Regions Bank negligently and incorrectly sent video footage of Johnson to the Kenner Police Department.⁸ According to Johnson, because Regions Bank sent the incorrect footage to the Kenner Police Department, the department falsely arrested him for committing bank fraud.⁹

8. It appears from Research, Regions has a well-established record for engaging in CRIMINAL activities. In the following screenshot, it appears that the **U.S. Financial CRIMES ENFORCEMENT Network** assessed \$10 million in fines against Regions! Nevertheless, it appears that Regions *insist on continuing on such a DESTRUCTIVE course under the **FALSE ILLUSION Regions***, its Legal Counsel and their THREE Credit Bureaus are **INVINCIBLE** and **ABOVE THE LAWS** (when they **are NOT**) governing the criminal acts and Racketeering Schemes/Scams reported herein.

McLemore v. Regions Bank, No. 10-5480 (6th Cir. 2012)

[Annotate this Case](#)

Justia Opinion Summary

Stokes owned 1Point, which managed employee-benefits plans and 401(k) retirement plans as a third-party administrator (TPA). Most were governed by the Employee Retirement Income Security Act, 29 U.S.C. 1002. TPAs generally provide record-keeping and assist in transferring money, but do not handle money or securities. Stokes directed clients to send funds to accounts he had opened in 1Point's name. Cafeteria plan clients deposited \$45 million and 401(k) clients deposited \$5.7 million in accounts at Regions. Because the accounts bore 1Point's name, Stokes was able to transfer money. Between 2002 and 2006, Stokes stole large sums. Regions failed to comply with the Bank Secrecy Act, 31 U.S.C. 3513, requirements to report large currency transactions, file suspicious-activity reports, verify identities for accounts, and maintain automated computer monitoring. In 2004, the U.S. Financial Crimes Enforcement Network assessed a \$10 million fine against Regions. In 2006, Stokes and 1Point filed for bankruptcy. The Trustee filed suit against Regions in bankruptcy court on behalf of victimized plans for which he assumed fiduciary status. The suit was consolidated with plaintiffs' suit. The district court withdrew the Trustee's case from bankruptcy court, dismissed ERISA claims, and found that ERISA preempted state law claims. The Sixth Circuit affirmed.

[Collapse Summary](#)

III. REITERATION OF NOTICE OF INTENT TO BRING LEGAL/LAWFUL ACTION FOR RELIEF

PLEASE TAKE NOTICE: I will be moving forward in bringing Legal/Lawful action of and against Regions for the injuries/harm being done to me. I look forward to challenging “**CONTRACT(S)**” with Regions. Contract(s) that I believe has been obtained through Racketeering Schemes/Scams from which I am being injured/harmed by! The bringing of such Legal/Lawful actions **are a matter of National and/or Homeland Security** in that there is record evidence to support that the 2020 Release of the Covid-19 (a/k/a CORONAVIRUS) HOAX being for purposes of **ETHNIC Cleansing** of Natives, Native Americans, Indigenous People and those who have been LABELED as being “Blacks, Negroes, African-Americans, and/or People-Of-Color” – i.e. said groups under which Regions and the United States has **categorized** me!

HOMELAND SECURITY



Fighting Terrorism Since 1492

PLEASE BE ADVISED: As shared in my previous correspondence, Regions and the United States Department of Justice/Solicitor General, etc. have been NOTIFIED that I will seek to bring legal/lawful action(s) through an INTERNATIONAL Tribunal for purposes of obtaining any/all relief to which I believe I am entitled.

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|---|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> |
| <p>1. Article Addressed to:</p> <p>Office Of The Solicitor General United States Department of Justice c/o Noel Francisco 950 Pennsylvania Avenue, NW #5143 Washington, DC 20530</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>9590 9402 1808 6074 7002 03</p> <p>7019 0140 0000 0273</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> | <p>Domestic Return Receipt</p> |

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY |
|--|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | <p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> |
| <p>1. Article Addressed to:</p> <p>Regions Bank C.F.O. David J. Turner, Jr. 1900 Fifth Avenue North Birmingham, AL 35203</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>2. Article Number (Transfer from service label)</p> <p>9590 9402 3776 8032 7974 50</p> <p>7016 1130 0002 1116</p> | <p>3. Service Type</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> |
| <p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> | <p>Domestic Return Receipt</p> |

PLEASE BE ADVISED: This letter will also support that this lawful procedure I am using is in accordance with Executive Orders that have been issued – i.e. such as that of the **October 23, 1991 EXECUTIVE ORDER No. 12778** (Civil Justice Reform) which states in part:



Whereas, the tremendous growth in civil litigation has burdened the American court system and has imposed high costs on American individuals, small businesses, industry, professionals, and government at all levels;

Whereas, several current litigation practices add to these burdens and costs by prolonging the resolution of disputes, thus delaying just compensation and encouraging wasteful litigation;

Whereas, the **harmful consequences** of these litigation practices *may be ameliorated by encouraging voluntary dispute resolution, limitations on unnecessary discovery*, judicious use of expert testimony, prudent use of sanctions, improved use of litigation resources, and, where appropriate, modified fee arrangements. . .

Whereas, improving the quality of legislation and regulation to eliminate ambiguities in drafting would reduce uncertainty and **unnecessary litigation**; and,

Whereas, **improving the quality of administrative adjudications** would reduce the time and resources expended during the administrative process.

Now, Therefore, I, **George Bush**, by the authority vested in me as President by the Constitution and the laws of the United States of America, including chapter 31 of title 28, United States Code, and section 301 of title 3, United States Code, and **in order to facilitate the just and efficient resolution of civil claims involving the United States Government**, to encourage the filing of only meritorious civil claims, to improve legislative and regulatory drafting **to reduce needless litigation, to promote fair and prompt adjudication before administrative tribunals**, and to provide a model for similar reforms **of litigation practices in the private sector** and in **various states**, hereby order as follows:

Section 1. Guidelines to Promote Just and Efficient Government Civil Litigation. To promote **the just and efficient resolution of civil claims**, those Federal agencies and litigation counsel that conduct or otherwise participate in civil litigation on behalf of the United States Government in Federal court shall respect and adhere to the following guidelines during the conduct of such litigation:

(a) **Pre-filing Notice of a Complaint**. No litigation counsel shall file a complaint initiating civil litigation *without first making a reasonable effort to notify all disputants about the nature of the dispute and to attempt to achieve a settlement*, or confirming that the referring agency that previously handled the dispute has made a reasonable effort to notify the disputants and to achieve a settlement or has used its conciliation processes.

(b) **Settlement Conferences**. As soon as practicable after ascertaining the nature of a dispute in litigation, and throughout the litigation, litigation counsel shall evaluate settlement possibilities and make reasonable efforts to settle the litigation. Such efforts shall include . . . an attempt **to resolve the dispute without additional civil litigation**.

(c) Alternative Methods of Resolving the Dispute in Litigation. Litigation counsel **shall make reasonable attempts to resolve a dispute expeditiously and properly before proceeding to trial.**

(1) Whenever feasible, **claims should be resolved through informal discussions, negotiations, and settlements rather than through utilization of any formal or structured** Alternative Dispute Resolution (ADR) process or court proceeding. At the same time, litigation counsel should be trained in dispute resolution techniques and skills that can contribute to the prompt, fair, and efficient resolution of claims. Where such benefits may be derived, and after consultation with the agency referring the matter, litigation counsel should suggest the use of an appropriate ADR technique to the private parties. . .

As of 07/17/20: <https://www.presidency.ucsb.edu/documents/executive-order-12778-civil-justice-reform>

PLEASE BE ADVISED: That I will seek to bring legal/lawful action(s) through an INTERNATIONAL Tribunal for purposes of obtaining any/all relief to which I believe I am entitled. In support of this CLP, the following facts **are REITERATED** and are noted (i.e. however, not limited to this listing alone):

1. My concerns (*which are valid*) being that such Loan Scams being carried out against me and/or other Victims of such Criminal/Racketeering practices appear to have been **“paid in full”** out of a Trust established unbeknownst to me through such documents as my Birth Certificate, etc.; moreover, the misrepresentations, fraud and deception, etc. that are being carried out against me as Regions continue on such paths of criminality, etc. that is not only a threat to my safety and wellbeing, but that of others and/or the public-at-large! Criminal acts which are detrimental to me mentally, emotionally, physically and economically, etc.
2. My concerns of such Racketeering practices and Conspiracies, etc. are the agreements that Regions have entered into for purposes of causing such devastation and irreparable injuries/harm to me and/or their victims (i.e. such as myself). War Crimes and/or Criminal Acts that pose a threat to National/Global Security and Peace that adversely impacts the Public and/or World-At-Large if allowed to continue:

U.S. v. Jimenez Recio, 123 S.Ct. 819 (2003) - Essence of a conspiracy is an agreement to commit an unlawful act.

Agreement to commit an unlawful act, which constitutes the essence of a conspiracy, *is a distinct evil* that may exist and be punished whether or not the substantive crime ensues. *Id.*

Conspiracy *poses a threat to the public* over and above the threat of the commission of the relevant substantive crime, both because *the combination in crime makes more likely the commission of other crimes* and because it **decreases the probability** that *the individuals involved will depart from their path of criminality*. *Id.*

3. Because I am **not seen as a** Citizen of the United States of America/United States and have been mislabeled as being Black, Colored, Negro and/or African-American for purposes of subjecting to the “BLACK Codes” and/or “SLAVE” Codes that the United States of America and its States (as Mississippi) are still operating under in the 21st Century; thus, NOT seeing me as a Living Person but merely a SLAVE **with NO** Nationality, **NO** Country, **NO** Government, etc., I have a legal/lawful duty to take my matter before an “INTERNATIONAL” Tribunal rather than be subjected to the frivolous United States Courts – **which are “PRIVATELY” held Companies** – it appears Regions is attempting to get me to take such matters before.
4. I **am NOT** a Slave of the United States of America/United States DESPOTISM Corporation Empire nor that of its Nazis/Zionists that control said Despot Corporation!
5. I am of Native Descent – i.e. known as Indian, etc.
6. I am a LIVE Person, awake and conscious!
7. I **am NOT** a Corporation!
8. I object to **the STRAWMAN** that Regions continues to use for deceptive purposes!
9. The Strawman defense **is NOT** new to the “**Corporation**” Courts. It appears that the issue with the success one may have on such claims is that matters are being brought through “PRIVATELY” held companies that mask themselves as State/Federal “Courts” in the United States of America – i.e. which is ALSO a “PRIVATELY” held Company!

Moreover, *clearly there are Conflicts-Of-Interest* in the handling of said matters within the United States FRAUDULENT Court/Judicial System which is a sham/farce. Thus, warranting the Jurisdiction of INTERNATIONAL Tribunals to address and resolve said disputes if Regions, etc. is not willing to come to legal/lawful amicable resolutions on such matters.

B. Plaintiff's Complaint Fails To State A Claim

Plaintiff's claim appears to be a variant of the "redemptionist" or "sovereign citizen" theories, which espouse the baseless notion:

that a person has a split personality: a real person and a fictional person called the "strawman." The "strawman" purportedly came into being when the United States went off the gold standard ... and, instead, pledged the strawman of its citizens as collateral for the country's national debt. Redemptionists claim that government has power only over the strawman and not over the live person, who remains free. Individuals

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3

Sandra Ann BORST, Plaintiff, v. UNITED STATES, Defendant., 2017 WL 11439080...

can free themselves by filing UCC financing statements, thereby acquiring an interest in their strawman. Thereafter, the real person can demand that government officials pay enormous sums of money to use the strawman's name or, in the case of prisoners, to keep him in custody.

10. I have also claimed my Nationality - Moorish-American.
11. The Loan involved in this dispute is one that I believe has lawfully and rightfully "paid in full" out of the Trust Account that was established from documents as my Birth Certificate.
12. I am a **SECURED PARTY CREDITOR**, etc. in such matters and seek to protect my interests and exercise my duty and obligation to notify the Public of Regions and/or the United States of America's War Crimes, Criminal Acts, etc.
13. I seek to enforce my rights and privileges under any/all Treaties applicable in this matter and the relief (monetary, etc.) therein.



14. A reasonable mind may conclude that it **would NOT** *be feasible* for me to bring legal/lawful matters such as this in Courts within the United States of America because, said “PRIVATELY” held Companies, **merely serve as “GATEKEEPERS,”** and, its Judges/Lawyers, etc. are purchased, owned and controlled by these “PRIVATELY” held Companies and *are in place to serve and be complicit with such Racketeering practices, War Crimes and other Criminal Acts that I and many others are being subjected to unjustly that infringes upon protected rights.* In other words, the Judges/Lawyers obligation and allegiance, etc. are to the United States of America’s DESPOTISM Corporation Empire and its Departments/Agencies (Federal and State) within. Therefore, affording me the legal/lawful option to take my matter(s) before INTERNATIONAL Tribunals for purposes **of settling the disputes.** The following excerpt is to support knowledge of Court’s use of “Strawman **DEFENSE!**”

Clapper v. Tacco Falcon Point, Inc., 2008 WL 4484592 (2008)

*12 Petitioner’s arguments before this Court are not new (although he now presents them as if they impact the continued validity of the Full Faith and Credit Clause of the United States Constitution). He argued to the Trial Court and the Court of Appeals, as he argues now, that Indiana law should apply to his “strawman” defense, because - according to Petitioner - issues of satisfaction of a validly entered judgment do not involve enforcement, but somehow involve substantive defenses to the judgment itself. As the Trial Court and Court of Appeals found, this argument is nonsense. Petitioner further argued in both lower courts, as he argues now, that under the Full Faith and Credit Clause, Michigan is required to apply Indiana law to his defenses, and that the Uniform Enforcement of Foreign Judgments Act does not apply in this instance based upon the circular reasoning that if his “strawman” defense were recognized, there would be no judgment to enforce (somewhat like the argument, what comes first - the chicken or the egg). Again, the lower courts rejected these arguments, and correctly determined that (i) this is an enforcement proceeding, (ii) Michigan law applies, and (iii) Michigan does not recognize the “strawman” defense.

In reaching its decision, the Trial Court relied upon the U.S. Supreme Court decisions in *Hampton v. M’Connell*, 16 U.S. (3 Wheat.) 234; 4 L. Ed. 378 (1818), and *Baker v. General Motors Corp.*, 522 U.S. 222, 235; 118 S. Ct. 657; 139 L. Ed. 2d 580 (1998), and concluded that “the strawman defense is not available to Defendant as it is not recognized in the state of

*13 Michigan.”⁴ Similarly, based upon the language of the Uniform Enforcement of Foreign Judgments Act, as well as U.S. Supreme Court precedent governing the application of the Full Faith and Credit Clause, the Court of Appeals, noting that “Clapper is merely trying to avoid enforcement of the judgment based on actions that occurred after the valid entry of the judgment,” held that Michigan law applied to these enforcement proceedings.⁵ The Court of Appeals then rejected Petitioner’s argument that Michigan recognizes the “strawman” defense, noting that “Clapper has not cited any binding or persuasive authority indicating that the strawman defense, whether referred to as such or referred to by another name, is recognized in Michigan.”⁶ In summary, the Court of Appeals concluded:

15. The following is an example of Court(s) “effectively” use the “strawman” for a Corporation and/or Company.

Fourth Circuit: Untimely Claim Preclusion Defense Not..., Practical Law Legal...

In its March 14, 2013 *opinion* in *Georgia Pacific Consumer Products v. von Drehle Corp.*, the US Court of Appeals for the Fourth Circuit reversed the Eastern District of North Carolina's decision in concluding that the district court abused its discretion in relying on *Four-U* to "revive" the preclusion defenses that substantively were based on *Myers*. In the appellate panel's opinion, the district court effectively used *Four-U* as a "strawman" to consider belatedly the preclusive effect of *Myers*. The Fourth Circuit stressed that the *Four-U* decision did not address the merits of Georgia Pacific's trademark claim. Instead, *Four-U* was decided in the defendant distributor's favor based solely on an application of the issue preclusion doctrine relying on *Myers*. Accordingly, *Four-U* did **not** have any preclusive effect independent of the *Myers* decision, and did not provide a separate basis for timely assertion of the preclusion defenses.

16. It appears that a STRAWMAN (APPLE CIDER) has been created against my objection for purpose of Regions (a Corporation and/or PRIVATELY held Company) doing business "CORPORATION-To-CORPORATION"/"COMPANY-To-COMPANY" because Regions **cannot** do business "CORPORATION-To-PERSON" and/or with a Living Person/Individual in that **EVERYTHING must** be done in COMMERCE, etc.! The following excerpt is an example of Court recognition of "Strawman" and **how** the CONVERSION to a "Strawman" was used for purposes of conducting business!

People of the State of New York v. Raveh, 1993 WL 13716260 (1993)

At a subsequent meeting at the same restaurant a representative, usually from an outfit known as Comfed Savings Bank, would join Raveh and Steiger and assist the homeowner in completing a mortgage application. It is alleged that respondents embellished the applicant's financial status and employment on this document. Indeed, affidavits from homeowners indicate that Raveh and Steiger falsified this data on most applications assuring the homeowners that funds would be forthcoming based on this fraudulent data.

A closing would then be scheduled where respondents would supply the homeowner with an attorney, in some instances, respondent Field, who is not admitted to the New York bar yet purportedly held himself out as licensed to practice here.

At closing, Field allegedly informed the homeowner that he represented a refinancing concern which could save the home from foreclosure and provide the homeowner with extra money from the proceeds. Petitioners describe the homeowner's situation at the time of closing as desperate since foreclosure was usually imminent. At this time, Field would arrange for the transfer of title to the "strawman" based on the strawman's "good credit rating," always promising the homeowner that this was perfectly legal and that title would be transferred back once the new mortgage was secured.

It has been brought to my attention that the United States of America operates under a “Despotism” [**not** Democracy] and is a “Corporation” Empire [**not** a Government]. Moreover, that the United States is merely a “PRIVATELY held company” – i.e. as that of its Branches (Executive, Legislative and Judicial, etc.) – and were unlawful actions done **without the consent** of “The People” **by Lawyers, Big Banks and Wall Street** as a means of enslaving “The People” **without their knowledge**, etc. From my understanding, once this information was made known to the United States’ Despotism Corporation Officials and their Lawyers..., attempts have been to remove it from website (s) – i.e. as manta.com – to keep this information hidden in efforts of covering up criminal acts and other War Crimes, etc. being carried out by PRIVATE Companies, their Lawyers and Big Banks, etc.

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business?

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About

Categorized under Government Offices. Current estimates show this company has an annual revenue of \$2.5 to 5 million and employs a staff of approximately 10 to 19.

Pope says indigenous people must have final say about their land

Francis echoes growing body of international law and standards on the right to 'prior and informed consent'



▲ Pope Francis in Rome last week when he said indigenous peoples have the right to 'prior and informed consent' regarding their lands and territories. Photograph: AP

In the 15th century papal bulls promoted and provided legal justification for the conquest and theft of indigenous peoples' lands and resources worldwide - the consequences of which are still being felt today. The right to conquest in one such bull, the *Romanus Pontifex*, issued in the 1450s when Nicholas V was the Pope, was granted in perpetuity.

Now (from the GLOBAL protesting, etc.) "The People" are **AWAKENING** and contesting such War Crimes, Criminal Acts, Racism and Terrorism, etc. implemented by the United States of America's Despotism Corporation Empire's Officials. Through this instant correspondence as well as previous ones regarding my Accounts with Regions, I believe the record will support my good-faith requests as well as the demands made therein being timely, proper and sufficient to support the relief sought. Furthermore, the *ill intent* of Regions in **dilatory** practices to obstruct the administration of justice in its quest to deprive me (as a Native, Indigenous Person and Moor, etc.) of protected rights, steal, extort and/or embezzle monies to which it is not lawfully

entitled, in furtherance of their War Crimes and other Criminal Acts being carried out for oppressive purposes against the **RIGHTFUL** Heirs (i.e. Natives, Indigenous People and Moors) to the Lands/Territories that have been named United States of America.



Honorable/Prophet
Noble Drew Ali

25 USC § 194 – TRIAL OF RIGHT OF PROPERTY; BURDEN OF PROOF

In all trials about the right of property in which **an Indian** may be a party on one side, and a white person on the other, the burden of proof shall rest upon the white person, whenever the Indian shall make out a presumption of title in himself from the fact of previous possession or ownership.



Please be advised, that I take these matters seriously and by “WHATEVER” means necessary will seek LAWFUL remedies available to me to recover “ALL!” I take the War Crimes and release of the allege COVID-19/CORONAVIRUS that has been reported as “BIOCHEMICAL” Warfare very serious. Moreover, believe that the proper investigations conducted by an “INTERNATIONAL” Tribunal(s) will find that Regions is engaging in War Crimes and/or Criminal Acts that prohibited under International Laws and that I am entitled to relief sought for the injuries/harm being leveled against me through such Racketeering Schemes/Scams of Regions.

Black immigrant domestic workers in US fear losing homes: Survey



PRESSTV

Wednesday, 17 June 2020 5:17 AM [Last Update: Wednesday, 17 June 2020 6:47 AM]



Black domestic workers in US fear losing homes due to unemployment

Source: Reuters Published: 2020/6/17 19:58:40



IV. NOTIFICATION OF REGIONS' ATTEMPT TO EXTORT MONIES DISGUISED AS FEES AND OTHER CRIMINAL ACTS

PLEASE TAKE NOTICE: This instant correspondence further serves as NOTIFICATION to Regions that asserting the above referenced Account is delinquent (when Regions HAS KNOWLEDGE and EVIDENCE that it is **NOT** delinquent) may be deemed unlawful actions taken against me **for purpose of EXTORTION** and other criminal acts known to Regions are PROHIBITED by Statutes/Laws applicable to said crimes, etc. I view and believe the THREATS and criminal acts taken by Regions serious and find said acts to be THREATS against my **REPUTATION**, GOOD CREDIT, Life, Livelihood, Peace, Security, Safety and Wellbeing, etc. For instance:

- (1) Regions and my records support through Regions' 09/05/20 and 09/09/20 correspondence, Regions is attempting to obtain monies through **EXTORTION!** Therefore, said acts are CRIMINAL and are governed by such Statutes as **18 U.S.C. § 880: RECEIVING THE PROCEEDS OF EXTORTION**, with states in part:

A person who receives, possesses, conceals, or disposes of any money or other property which was obtained from the commission of any offense under this chapter that is punishable by imprisonment for more than 1 year, knowing the same to have been unlawfully obtained, shall be imprisoned not more than 3 years. . .

- (2) When Regions uses the United States Postal Service ("USPS") to deliver Bills for alleged debts KNOWN to be frivolous, false and misleading and executes said Bills and THREATENING correspondence (as is done MONTHLY) as well as claims of a delinquent Account (as done on 09/05/20 and 09/09/20, in the above referenced Account), **with KNOWLEDGE** that Regions is using the Postal Service to deliver **"THREATENING Communication,"** such acts by Regions may be deemed to be in violation of **18 U.S.C. § 876: MAILING THREATENING COMMUNICATION**, with states in part:

(d) Whoever, with intent to extort from any person any money or other thing of value, knowingly so deposits or causes to be delivered, as aforesaid, any communication, with or without a name or designating mark subscribed thereto, addressed to any other person and containing any threat to injure the property or reputation of the addressee. . . the individual shall be fined under this title, imprisoned not more than 10 years, or both.

- (3) I believe that Regions when using the United States Postal **Service to transmit its monthly bills as well as the 09/05/20 and 09/09/20 correspondence** asserting "Amount Past Due," "Late Charges" and "Total Amount Due," etc. for monies Regions seeks to EXTORT from me, **in transmitting said communication via interstate and demanding monies**, Regions did so "WITH INTENT" to EXTORT from me (Apple Cider/Apple Cider) monies or any other thing of value through the execution of THREATS to injure me, my reputation, character, life and livelihood, etc. Thus, I believe to be in violation of **18 U.S.C. § 875: INTERSTATE COMMUNICATIONS**, which states in part:

Re: Account Number [REDACTED]

| | |
|------------------|----------|
| Amount Past Due | \$15.97 |
| Late Charges | \$85.00 |
| Total Amount Due | \$100.97 |

Dear [REDACTED]

According to our records, your account is past due as of the date above. To prevent your account from falling further behind, please send the Total Amount Due to:

Regions Bank
Post Office Box 11407
Birmingham, AL 35282-8651

(d) **Whoever, with intent to extort from any person. . . any money** or other thing of value, transmits in interstate . . . any communication **containing any threat to injure the property or reputation** of the addressee . . . shall be fined under this title or imprisoned not more than two years, or both.

- (4) Statutes/Laws governing such **FRAUD and SWINDLE** schemes by Regions, its Legal Counsel and CO-Conspirators ARE PROHIBITED - **18 U.S.C. § 1341: FRAUDS and SWINDLES:**

Whoever, having devised or intending to devise any SCHEME or ARTIFICE TO DEFRAUD, or for obtaining money or property by means of false or fraudulent pretenses, representations. . . loan . . . or procure for unlawful use . . . for the purpose of executing such scheme or artifice or attempting so to do, **places in any post office or authorized depository for mail matter, any matter or**

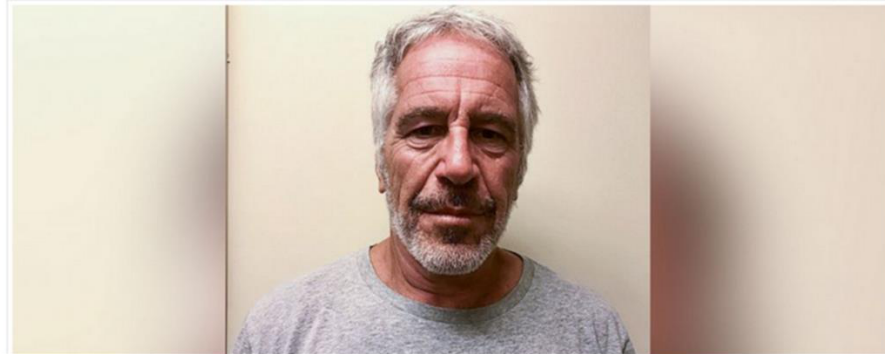
thing whatever to be sent or delivered by the Postal Service, or deposits or causes to be deposited any matter or thing whatever to be sent or delivered by any private or commercial interstate carrier, or takes or receives therefrom, any such matter or thing, **or knowingly causes to be delivered by mail** or such carrier according to the direction thereon, or at the place at which it is directed to be delivered by the person to whom it is addressed, any such matter or thing, shall be fined under this title or imprisoned not more than 20 years, or both. . .

V. NOTIFICATION OF CONFLICTS OF INTEREST

It has been brought to my attention that in support of the RACKETEERING Scheme/Scams being carried out against me and/or the Public-At-Large, that the Law Firm Baker Donelson Bearman Caldwell & Berkowitz (i.e. with Lawyers/Attorneys with Nazi/White Supremacist/Ku Klux Klan/Zionist connections) is Legal Counsel for the United States of America (i.e. which includes the United States Department of Justice),

The rise and fall of Jeffrey Epstein: A timeline of the financier's troubles

abc NEWS By ABC NEWS INVESTIGATIVE UNIT
Sunday, August 11, 2019



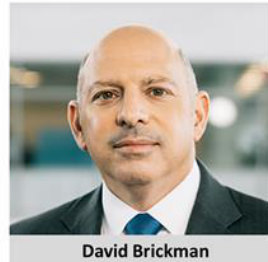
Former assistant U.S. Attorney A. Marie Villafaña, who plans to leave her position with the Department of Justice after 18 years for a supervisory post in another government agency, is eager for the public to review the internal investigation's findings, her attorney, Jonathan Biran of the Tennessee-based law firm Baker Donelson told ABC News in a statement on Thursday.

"We hope and expect that the Department will publicly release its report concerning the Epstein investigation," Biran said in a statement. "Ms. Villafaña looks forward to the day when the public will fully understand her role and that of her superiors in the Epstein investigation."

is also Legal Counsel for Freddie Mac – i.e. involved Mortgage Loan(s) with Regions – and seek to FINANCIALLY profit from the Biochemical Warfare (COVID-19/CORONAVIRUS) that has been launched against the Public-At-Large and created to specifically have an ADVERSE impact on Natives, Native Americans, Moors and those who have been Labeled: Blacks, Negroes, African American...;

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

SHIRLEY M. WEBB,)
)
 Plaintiff,) CV: 1:11-cv-00732-KD-M
)
 v.)
)
 OCWEN LOAN SERVICING, LLC,)
 FEDERAL HOME LOAN)
 MORTGAGE CORPORATION, et.)
 al.,)
)
 Defendants.)



**DEFENDANT FREDDIE MAC'S
ANSWER TO AMENDED COMPLAINT**

Defendant Federal National Loan Mortgage Corporation (“Freddie Mac”)

hereby submits its Answer to Plaintiff Shirley M. Webb’s (“Plaintiff”) Amended Complaint:

Thirty-Sixth Affirmative Defense

Freddie Mac reserves the right to amend this Answer and assert any additional affirmative defenses that may be discovered during the course of its continuing investigation and factual discovery.

/s/ D. Keith Address
D. KEITH ADDRESS (AND 053)
NATALIE R. BOLLING (BOL 039)

OF COUNSEL:
BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.
420 20th Street North
1600 Wells Fargo Tower
Birmingham, Alabama 35203
Telephone (205) 328-0480
Facsimile (205) 322-8007
kandress@bakerdonelson.com
nbolling@bakerdonelson.com

Furthermore, that Baker Donelson Bearman Caldwell & Berkowitz serves as Legal Counsel for Regions and/or controls and run the United States' FINANCIAL System – i.e. BIG Banks;

BAKER DONELSON



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Industry Focus: Financial Services

BAKER DONELSON
BEARMAN, CALDWELL & BERKOWITZ, PC
since 1888
132
YEARS

REGIONS **WELLS FARGO** **JPMorganChase** **usbank**

and, thus for LITIGATION purposes, this information must be brought to each of your attention.

VI. CEASE and DESIST

PLEASE BE ADVISED: For the above foregoing reasons, those set forth in this instant correspondence as well as previous correspondence regarding the above referenced Account, this document is to also serve as confirmation of issuance of my **“CEASE and DESIST”** issued on Regions for the **RACKETEERING Schemes/Scams, Criminal and Civil Violations, etc.** that it, **the United States of America** and their Legal Counsel **Baker Donelson Bearman Caldwell & Berkowitz** and their Co-Conspirators have been running for DECADES that have not only caused me the injuries/harm reported, but also is shown to be a THREAT to the Public, Peace, Security, Safety and Wellbeing, etc. to the Public-At-Large. Thus, it is my **duty and obligation** to make known these criminal acts and to also demand that Regions, the United States of America, their Legal Counsel and Co-Conspirators **“CEASE and DESIST”** from such Criminal and Civil Violations, etc.

My concerns also weigh on the fact (that due to the Monopolies and Racketeering Empires that have been established), Regions and other entities (part of such Empires) are using the COVID-19/CORONAVIRUS Hoax as a means to further **“financially” pad such schemes/scams as that recently reported against Baker Donelson’s Client Wells Fargo** – i.e. **receipt of Customer Payments** (as Regions did with my August 24, 2020 payment); however, **NOT** applying the payments for purposes of creating fraudulent “DELINQUENT” Accounts and “FRAUDULENT FORECLOSURES” upon their Victims! In my case, Regions, it appears, **has FAILED to apply my August 24, 2020 payment** for purposes alleging delinquent Account and asserting **“NONPAYMENT,”** etc. and or other reasons known!

By copy of this letter, I am providing the United States Department of Justice and the Solicitor General (i.e. within said Department) with a copy of this letter due to **“Conflicts of Interest”** as well as **the “Financial Interests,”** etc. that the United States have benefitted from **through such Racketeering Schemes**. Moreover, from my research, it is this Department that handles such matters when the United States of America/United States **is involved**. This is **NOT** a matter of an **“APPEAL;”** however, affords me legal and/or lawful recourse through International Tribunals since I am “NOT” seen as a Citizen of the United States of America and neither am I recognized as such through its “PRIVATELY held Company (United States).”

United States Supreme Court Rules Of Procedure:

Rule 17 – Procedure In An ORIGINAL Action

1. This Rule applies only to an action invoking the Court's **original jurisdiction** under Article III of the Constitution of the United States. See also 28 U. S. C. §1251 and U. S. Const., Amdt. 11.

Rule 29 – Filing and Service of Document; SPECIAL Notifications...

4. (a) If the United States or any federal department, office, agency, officer, or employee is a party to be served, service shall be made on the Solicitor General of the United States, Room 5616, Department of Justice, 950 Pennsylvania Ave., N. W., Washington, DC 20530-0001. When an agency of the United States that is a party is authorized by law to appear before this Court on its own behalf, or when an officer or employee of the United States is a party, the agency, officer, or employee shall be served in addition to the Solicitor General.

As of 09/21/20: <https://www.law.cornell.edu/rules/supct/>

VII. GOOD-FAITH SETTLEMENT DEMANDS

For the reasons set forth above and previous correspondence, I, Apple Cider, in good faith, hereby provide this, my *Good-Faith Settlement Demands* for the injuries/harm sustained and continue to sustain from Regions Bank's Criminal and Fraudulent acts, etc. in the handling of the above referenced Account:

DAMAGES/RELIEF SOUGHT:

- 1) Monies in any/all Accounts associated with Regions in the above referenced Account.
- 2) Return of "ALL" Payments and Interest that have been paid to Regions regarding the above referenced Account.

| <u>SETTLEMENT DEMAND AMOUNT(S)³</u> | <u>DESCRIPTION⁴</u> |
|--|---|
| \$125,000 | <i>Pecuniary Damages</i> - For past and future losses resulting from fraudulent practices described in this instant correspondence as well as out-of-pocket expenses/losses reasonably expected from such criminal violations – i.e. pain and suffering, emotional distress, etc. |
| \$175,000 | <i>Nonpecuniary Damages</i> - For past and future losses resulting from the fraudulent practices complained of in this instant correspondence to reasonably compensate for emotional pain, suffering, anxiety, loss of enjoyment of life, humiliation, intimidation, threats, coercion, blackmail, extortion, degradation, exploitation, and other conditions that may reasonably be expected to arise out of such criminal practices and conditions. These damages cannot be arithmetically calculated because they compensate for intangible losses arising from physical and <i>psychological</i> "pain and suffering" as well as from any loss of amenities or expectations of life. ... |

³ *Minimum* amount we believe is reasonable considering the irreparable injury/harm sustained from Criminal/Civil violations, etc. – i.e. moreover, Regions "CONTINUANCE" in such Criminal Acts and War Crimes with KNOWLEDGE of wrongdoing!

⁴ Definitions are based on information obtained through research.

"The in-exhaustive list of common factors ... that influence an award of non-pecuniary damages includes: (a) our age; (b) nature of the injury; (c) severity and duration of our suffering; (d) emotional suffering; and (e) loss or detrimental impact on our life – i.e. infringement and/or impairment on family life; impairment of physical and mental abilities, and loss of lifestyle, etc.

\$550,000

Punitive/Exemplary Damages - For malicious and reckless conduct described in this instant correspondence. Sought to deter willful and malicious past/present and future acts by perpetrators that were done to cause deliberate injury/harm.

\$150,000

Foreseeable Damages - Foreseeable damages are damages that both party to the contract knew or should have been aware of at the time when the contract was made. Apart from this one is entitled to recover foreseeable damages, beyond the limits of your policy, for breach of a duty to investigate, bargain for, and settle claims in good faith for the criminal acts as described in this instant correspondence.

\$100,000

Discretionary Damages - Discretionary damages are damages that are not directly quantitative but are capable of being measured by the enlightened conscience of an impartial juror. Generally discretionary damages are awarded for mental anguish or pain and suffering. It is also called as indeterminate damages as shown in this instant correspondence.

\$90,000

Liquidated Damages - Liquidated damages (also referred to as liquidated and ascertained damages) are damages whose amount the parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach.

\$75,000

Consequential Damages - Consequential damages, otherwise known as special damages, are damages that can be proven to have occurred because of the failure of one party to meet a contractual obligation. They go beyond the contract itself and into the actions that flow from the failure to fulfill.

\$175,000

Actual Damages - Actual damages refer to the financial amount that is paid to a victim that suffered loss that can be calculated. Actual damages are often known as real damages or, legally, as compensatory damages as described in this instant correspondence.

For the reasons set forth in this instant correspondence as well as previous, through this instant submittal, that I, Apple Cider, hereby advise Region that **AFTER October 21, 2020**, my demands will remain in place and, as advised, interest will be applied accordingly.

Please be advised that **after** October 21, 2020, **1.5% interest** is to be applied/added **daily** to each of the *Settlement Demand Amount(s)* thereafter until a settlement may be reached. Regions will be held liable for any/all legal fees, etc. associated with this RACKETEERING Scheme/Scam associated with the above referenced Account. Regions **has a duty and obligation to mitigate damages** (injury/harm) sustained by Apple Cider as a direct and proximate result of such Racketeering Schemes/Scams.

VIII. DEMAND FOR RESPONSE and “GOOD STANDING LETTER”

For the reasons set forth above and EVIDENCED in Regions 09/05/20 and 09/09/20, I am ***demanding a response to this instant correspondence*** and am also demanding that Regions issue to me a Letter and/or Correspondence acknowledging the “STATUS” of the above referenced Account is in “GOOD STANDING” and is NOT delinquent NOR ever was delinquent *as implied* from Regions’ correspondence dated 09/05/20 and 09/09/20, that were issued for purposes of causing injury/harm to my Reputation, Life, Livelihood, Peace, Security, Safety, etc. and other reasons known to Regions!

The INTERNATIONAL Laws are clear regarding INTERNATIONAL Tribunals available to me since *our Native Tribunals* have been destroyed and/or are not available at this time. Because the United States is a **“PRIVATELY held Company,”** and **not** a Government (as it has PERPETRATED to the World), please be advised, that under INTERNATIONAL Laws, of **my entitlement and privilege, etc.** to pursue JUSTICE through the applicable INTERNATIONAL Tribunals available to me, and, my every intention to do so!

By copy of this letter, I am providing the Utica International Embassy’s Government Official(s) with a copy of same.

PLEASE BE ADVISED: I reserve the right to amend this instant correspondence should it become necessary.

This letter may also be sent to you via email and will be coming from [REDACTED] uticainternationalembassy.website . If you do not see this email, you may want to check your Spam Folder and/or folder in which mail that may be mistaken as spam is stored.

Thank you for your attention and assistance with this matter. Should either of you have any questions, please do not hesitate to contact me at the Mailing address provided on my Letterhead **and** by Email (i.e. as a two-step process to assure receipt of correspondence regarding the above referenced matters).

Respectfully submitted in Love, Truth, Peace Freedom and Justice,

Dated this **21th** day of **September, 2020**.

Autograph: _____
Apple Cider (a/k/a Apple Cider) UCC1-308

Print Name: _____

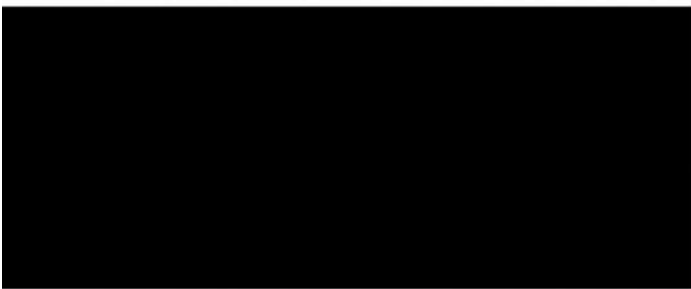
cc: Copy for Personal File
Utica International Embassy – [REDACTED] uticainternationalembassy.website

Attachments:

09/05/20 Regions Correspondence
09/09/20 Regions Correspondence
Baker Donelson Representation of Regions Correspondence
Baker Donelson Representation of Wyndham
Patel Lawsuit Against Regions



Regions Bank
Collections Center
P.O. Box 11407
Birmingham, AL 35282-8651



09/05/2020

| | |
|--------------------|------------|
| Re: Account Number | [REDACTED] |
| Amount Past Due | \$15.97 |
| Late Charges | \$85.00 |
| Total Amount Due | \$100.97 |

Dear [REDACTED]

According to our records, your account is past due as of the date above. To prevent your account from falling further behind, please send the Total Amount Due to:

Regions Bank
Post Office Box 11407
Birmingham, AL 35282-8651

We may report information about your account to the three major credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. If you have already made payment in the amount shown above as the Total Amount Due, you may disregard this notice.

Should you have any questions about your account, please call us at 1-800-290-5358, Monday through Friday from 8 a.m. until 4:30 p.m. Central Time. To help save you time when you call, please have your account number ready.

Thank you for your prompt attention to this important matter.

Sincerely,

Brent Pyatt
Senior Vice President
Collections Center

Bankruptcy Notice. If this loan is included in an active bankruptcy case and was not reaffirmed by order of the Bankruptcy Court, or if you received a bankruptcy discharge associated with your loan, this letter is being provided for informational purposes only and is not an attempt to collect, recover or offset any discharged debt you previously incurred. However, we reserve all rights and remedies under the security instrument, including the right to foreclose on the collateral.

FDCPA Notice. Regions Bank may be a debt collector under applicable law. This communication may be deemed an attempt to collect a debt, and any information obtained could be used for that purpose.



Regions Bank
Collections Center
P.O. Box 10063
Birmingham, AL 35202-0063

09/09/2020

Important Information About Account Ending in [REDACTED]

Dear [REDACTED]

At Regions, your banking relationship is important to us. That is why we want to make every effort to keep you informed of issues that may affect our relationship.

The account listed above is currently delinquent. This notice is to inform you that we may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you have any questions about this matter, dispute the status of the account, or are subject to protection under the United States Bankruptcy Code, please call us at 1-800-290-5358 Monday through Friday between 8 a.m. and 4:30 p.m. Central Time.

Sincerely,

Brent Pyatt
Senior Vice President
Collections Center

Bankruptcy Notice. If you are currently in bankruptcy, have received a discharge in bankruptcy in connection with the account(s) referenced in this letter or are otherwise afforded the protections of the automatic stay as provided for under the United States Bankruptcy, including but not limited to the co-debtor stay under 11 U.S.C sections 1201 or 1301, this letter is being provided for informational purposes only and is not an attempt to collect from you personally.

Cut and Pasted As of 04/08/20:

<https://www.nashvillepost.com/home/article/20403748/nashville-at-law-regions-and-hotel-chain-go-to-war>

Nashville at law: Regions and hotel chain go to war

authors [E. Thomas Wood](#)

Nov 15, 2009



A **\$255 million alleged fraud scheme**, a bank that found itself unhappily drawn into the hotel business, and a hotelier suspicious of the bank's motives — such are the plotline elements of a dispute that has landed in Nashville's U.S. District Court.

Regions Bank [filed suit](#) earlier this month against **Wyndham Hotel Management Inc.** over the fate of a suburban Chicago hotel formerly owned by WexTrust Capital LLC. A federal grand jury in New York last July indicted two top officials of Chicago-based WexTrust on **charges of securities fraud, mail fraud, wire fraud and conspiracy**, claiming their enterprise was a **\$255 million Ponzi scheme** that mainly targeted Orthodox Jews.

Regions, based in Birmingham, filed the lawsuit in Nashville because **its real estate loan administration group is located here**. Exhibits to the filing show that **John H. Rowland, with the Nashville office of Baker Donelson Bearman Caldwell & Berkowitz PC, represented the bank in correspondence with Wyndham preceding the litigation**. David E. Lemke, Lea Carol Owen and Michael Harmon of Waller Lansden Dortch & Davis LLP are representing Regions in the lawsuit.

Parsippany, N.J.-based Wyndham managed the Drake Oak Brook Hotel on behalf of WexTrust, which had borrowed \$16.7 million from Regions to buy the hotel, located west of Chicago. Earlier this year, a New York court dealing with WexTrust's receivership ordered that the Drake be ceded to Regions because the debt on the property was greater than its value.

Since that point, Regions claims, it has fronted more than \$500,000 to cover operational costs at the hotel. After a few months, the lawsuit says, "precipitous declines in revenue" made it "necessary to shut down the Drake Oak Brook Hotel."

Regions asserts that it entered into an agreement with Wyndham under which the bank would provide further funding to cover the process of shutting down the place. In exchange, the bank says, Wyndham agreed to stop charging management fees and end the management agreement.

"Until October 5, 2009, Regions believed that Wyndham was proceeding to fulfill its obligations under the shutdown agreement," the complaint states. "Then, on that date, Wyndham suddenly advised Regions that it considered Regions' conduct to have violated Wyndham's rights" under the pact.

After a series of increasingly sternly worded e-mails and letters back and forth last month, which have been [filed as exhibits](#), Regions took legal action, accusing Wyndham of breach of contract and unjust enrichment. The bank asks the court to declare that its interpretation of the agreements with Wyndham is the right one, and it seeks unspecified compensatory damages.

Wyndham's perspective on the dispute comes through clearly in an Oct. 29 letter from Lynn A. Feldman, its executive vice president and general counsel. Feldman stated that Wyndham had just learned of a January 2008 agreement under which the hotel's former owner assigned its interest in the management agreement to Regions. She wrote:

It appears that Regions chose not to disclose the Assignment to Wyndham at any point during the 22 months that Wyndham has been managing the Drake Oak Brook Hotel. The correspondence and other communications reflect that Regions consistently portrayed itself simply as the "lender"... without revealing that it had also become the legal assignee of the owner's obligations. Wyndham repeatedly asked for assistance from Regions in making payments due to employees, utilities, repair services, other vendors, and to Wyndham itself for overdue management fees. Despite what we now know to have been Regions' obligations under the management agreement and the assignment, Regions concealed those duties, and left Wyndham to struggle with the financial burdens of operating the Wyndham Drake Oak Brook and caring for its guests. Wyndham and other vendors have suffered substantial injury as a result of Regions' breach of the management agreement. As our counsel explained to you earlier this week, Wyndham itself is due more than \$1.9 million....

Rowland, John H.

From: Rowland, John H.
Sent: Thursday, August 06, 2009 1:37 PM
To: 'Taylor, Tanya'
Subject: Regions Funding of Drake Hotel

Tanya--

This will confirm the general terms of the agreement between Regions Bank and Wyndham with respect to Regions further funding of The Drake Oakbrook (the "Hotel").

Regions on this date has authorized and is prepared to wire to Wyndham \$180,000 to assist in the funding of the Hotel's operations through Wyndham's proposed shut down date of September 30, 2009. In addition to this amount, Wyndham is allowed to draw down and use for operations amounts in the Hotel's FF&E account, which account is part of Regions collateral. This account consists of between \$20,000 and \$30,000. This will be the full extent of Regions' funding through the closing date.

In exchange for providing such funding, Wyndham will take steps to terminate the existing Management Agreement and the corresponding SNDA such that on the date of the shut down the property will not be encumbered by any claims asserted by Wyndham with respect to these agreements. Regions and Wyndham will mutually release one another. The parties will work together over the coming weeks to document this agreement in a formal manner.

Again, Regions appreciates the cooperation of Wyndham in this process and we especially appreciate the efforts of your group over the last several days to reach a resolution to this difficult situation. If your understanding of the general terms of our agreement are different than those outlined here, please let me know immediately. Thanks again.

John

John H. Rowland

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street
Suite 1000
Nashville, TN 37201
Direct: 615.726.5544
Fax: 615.744.5544
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Baker, Donelson, Bearman, Caldwell & Berkowitz
is a full service, regional law firm with offices in
Alabama, Georgia, Louisiana, Mississippi, Tennessee, and
Washington, D.C.



Please consider the environment before printing this e-mail.

Rowland, John H.

From: Rowland, John H.
Sent: Thursday, August 06, 2009 1:43 PM
To: 'Taylor, Tanya'
Subject: Clarification

Tanya--

I realize it probably goes without saying, but the property being unencumbered means that Wyndham is not charging management fees through the date of the shutdown. I just wanted to clarify that point, which we discussed previously. Sorry for any confusion. Thanks again.

John

John H. Rowland

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Alabama, Georgia, Louisiana, Mississippi, Tennessee, and
Washington, D.C.



Please consider the environment before printing this e-mail.

Rowland, John H.

From: Rowland, John H.
Sent: Friday, August 07, 2009 12:59 PM
To: 'Feldman, Lynn'
Subject: RE:

Lynn--

I think we're pretty much saying the same thing. There are a couple of points that might bear some further discussion, so I need to know whether the wire needs to move today.

John

John H. Rowland

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
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is a full service, regional law firm with offices in
Alabama, Georgia, Louisiana, Mississippi, Tennessee, and
Washington, D.C.



Please consider the environment before printing this e-mail.

From: Feldman, Lynn [<mailto:Lynn.Feldman@wyndhamworldwide.com>]
Sent: Friday, August 07, 2009 11:53 AM
To: Rowland, John H.
Cc: Taylor, Tanya
Subject:

Dear John,

We appreciate your efforts to summarize the notes of yesterday's call. Although the numbers and dates are basically right, there are a few factual statements that were not reflected as clearly in the email as they were in our discussions. First, we confirm that we received your August 4, 2009 notice that the bank has begun foreclosure proceedings. We understand that the bank is willing to assist in the funding of the hotel operations through September 30, 2009, on the condition that the hotel is closed as of that date. In order to keep the hotel open in September, then, Wyndham has acquiesced to the September 30 shut down, and declined to agree to close the facility by the earlier deadlines the Bank had proposed earlier. Second, with respect to our plans for the Management Agreement and the SNDA, we should be specific about the steps Wyndham and Regions plan to take. Because the Owner's unpaid, past-due obligations to Wyndham now exceed \$500,000, Wyndham is preparing a notice of default in accordance with the Management Agreement, which will trigger the termination of Wyndham's obligations under that agreement. In exchange for the \$180,000 in financing from Regions Bank for the hotel operations through September 30, barring any unforeseen emergencies, Wyndham will work with you on language

10/8/2009

that will release the property from the encumbrances set forth in the SNDA, and will negotiate a reasonable set of releases between Regions Bank and Wyndham. Finally, yes, Wyndham understands that the funding agreement with Regions Bank for the hotel operations will not include funding for our management fee, although we do expect funding for other regular fees for items such as reservation fees, online travel agent fees etc.

With those clarifications in mind, we recognize the substantial indebtedness that Regions Bank is carrying on this property, and appreciate your client's efforts to cooperate in reaching a resolution of this situation, and to avoid disruption and inconvenience to the guests and employees, to the extent possible.

Best regards, Lynn

Lynn A. Feldman
Executive Vice President and General Counsel
Wyndham Hotel Group
22 Sylvan Way
Parsippany, New Jersey 07054
Tele: 973-753-6461
Fax: 973-753-6760
lynn.feldman@wyndhamworldwide.com

For every kind of traveler. For every kind of trip. www.WyndhamWorldwide.com

**PLEASE NOTE THAT OUR STREET ADDRESS HAS CHANGED TO 22 SYLVAN WAY.
ALL OTHER CONTACT INFORMATION REMAINS THE SAME.**

The information in this electronic mail ("e-mail") message may contain information that is confidential and/or privileged, or may otherwise be protected by work product or other legal rules. It is solely for the use of the individual(s) or the entity (ies) originally intended.

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10/8/2009

Case 3:09-cv-01054 Document 2-4 Filed 11/03/09 Page 4 of 5 PageID #: 107

Rowland, John H.

From: Rowland, John H.
Sent: Friday, August 07, 2009 1:45 PM
To: 'Feldman, Lynn'
Cc: Taylor, Tanya
Subject: RE:

Lynn--

Thanks for the quick return call. I think we're on the same page.

The Bank's funding commitment is \$180,000 plus the funds in the FF&E. I just want to be clear that the Bank may, and in all likelihood will, reject any additional funding requests, regardless of the nature of such requests. Clearly, the Bank supports the decision to shut down the hotel by September 30. The Bank's primary motivation is based on what appear to be the continuing (and significant) funding requirements to maintain operations. In reality, the Bank's decision is to cease funding. I think the natural outgrowth of that decision leads to the decision to shut down.

Again, thanks for your continued cooperation. Regions is prepared to wire the funds. I am working hard to make it happen today.

John

John H. Rowland

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Washington, D.C.



Please consider the environment before printing this e-mail.

From: Feldman, Lynn [<mailto:Lynn.Feldman@wyndhamworldwide.com>]
Sent: Friday, August 07, 2009 11:53 AM
To: Rowland, John H.
Cc: Taylor, Tanya
Subject:

Dear John,

We appreciate your efforts to summarize the notes of yesterday's call. Although the numbers and dates are basically right, there are a few factual statements that were not reflected as clearly in the email as they were in our discussions. First, we confirm that we received your August 4, 2009 notice that the

10/8/2009

Feldman concluded by attacking Regions' assertions, made in "multiple letters from its Nashville counsel," that Wyndham's acceptance of payments under the shutdown arrangement meant it waived the right to keep running the hotel, leaving the bank free to sell it to a competing hotel operator.

"We emphasize that Wyndham has a continuing future right to manage this hotel, using the Wyndham name and trademarks, and to be free of any disturbance of that right by Regions or any other entity," Feldman wrote.

None of the parties to the case had any comment when contacted about it.



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t 312.258.5500
f 312.258.5600
www.schiffhardin.com

Paula J. Morency
312-258-5549
pmorency@schiffhardin.com

October 5, 2009

VIA E-MAIL AND U.S. MAIL

John H. Rowland, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 1000
Nashville, TN 37201

Re: Wyndham Drake Oak Brook

Dear Mr. Rowland,

We represent Wyndham Hotel Management, Inc. (“Wyndham”), and write to express concern regarding actions of Regions Bank (the “Bank”) that appear to violate Wyndham’s rights under the January 10, 2008 Subordination and Non-Disturbance Agreement (the “Non-Disturbance Agreement”) between the Bank, Wyndham and Drake Oak Brook Holdings LLC (the “Owner”).

The Non-Disturbance Agreement between the parties has not been modified, despite discussions between the Bank and Wyndham over the last few months regarding potential changes to its terms. It appears to Wyndham that, in those discussions and associated correspondence, you and/or your client made a series of representations that were either untrue or materially misleading, in an effort to persuade Wyndham to release the rights it holds under the Non-Disturbance Agreement. Accordingly, Wyndham is no longer willing to modify the terms of that agreement.

Wyndham has managed the Wyndham Drake Oak Brook hotel diligently since January 2008, permitting the hotel to use the Wyndham Marks and to benefit from the goodwill associated with the Wyndham name. Under the January 10, 2008 Hotel Management Agreement, Wyndham has booked guests and events, collected revenues, paid the expenses of the hotel, and otherwise expended substantial unreimbursed amounts on behalf of the hotel.

Under the Non-Disturbance Agreement, the Bank committed to respect Wyndham’s rights and role under the Hotel Management Agreement, which extends by its terms for the next 25 years, including 10 years of renewal rights. The Bank agreed that, if it decided to sell or transfer its interest to a third party, Wyndham’s possession and operation of the hotel under the

John H. Rowland, Esq.
October 5, 2009
Page 2

Hotel Management Agreement “shall remain undisturbed...” (Non-Disturbance Agreement, Pars. 5(c), 3). The Bank pledged to obtain Wyndham’s consent, and then to notify Wyndham within 10 days after any termination or release of the Bank’s interest. (*Id.*, Pars. 2, 5(c)). Wyndham is entitled, of course, to withhold its consent under the circumstances set forth in Par. 10.2 of the Hotel Management Agreement, which is incorporated into the Non-Disturbance Agreement by reference. If Wyndham does consent, then the new transferee is required to acknowledge that “the Management Agreement is in full force and effect and binds both Wyndham and such transferee.” (Non-Disturbance Agreement, Par. 4).

The Bank has assured Wyndham repeatedly that it has made no such transfer, and made that representation as recently as your September 9, 2009 email. Indeed, when Crain’s Chicago Business reported that Regions Bank had sold its interest in the hotel to a company called Crestmoor, you responded, “We haven’t sold anything to anyone (unfortunately).”

Late last week, we learned that the representations from you and/or your client were untrue. Crestmoor has now filed a lawsuit in DuPage County to foreclose upon the Wyndham Drake Oak Brook Hotel, alleging that Crestmoor is the holder of the interest that was transferred to it on July 27, 2009 by the Bank, through the Bank’s affiliate Regions Acquisition Management. Notwithstanding that transfer, your August 5, 2009 letter advised Wyndham that “Regions Bank” was beginning foreclosure proceedings, and failed to notify Wyndham of the transaction with Crestmoor, in flagrant violation of the Non-Disturbance Agreement.

Wyndham recognized, in its discussions with you and your client, that the Owner owed a substantial amount both to the Bank and to Wyndham. In order to protect the experiences of the guests who had booked rooms and events at the hotel, including a substantial number of weddings, in its role as manager and agent Wyndham sought and obtained additional Bank funding for the property, for maintenance and operations. None of that funding was for Wyndham’s past due or future management fees. In August and September, Wyndham nevertheless considered releasing its rights under the Non-Disturbance Agreement, because the Bank represented that there would be no further funding and that it was “shutting down the hotel.” In contemplation of that shutdown, Wyndham showed the Bank a draft letter for termination of the Hotel Management Agreement (for defaults that the Bank had the legal right to cure). The Bank chose not to cure, and Wyndham has not issued a termination letter to the Owner.

It now appears that the Bank was neither planning to force a closure of the hotel nor to cure the Owner’s defaults. Instead, the Bank already had closed on an undisclosed transfer of its interests, to someone who, on information and belief, intends to have the hotel funded and run under a competing brand. In violation of the Non-Disturbance Agreement, the Bank failed to

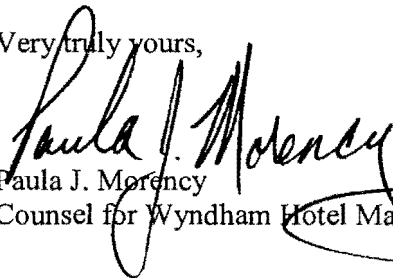


John H. Rowland, Esq.
October 5, 2009
Page 3

seek Wyndham's consent, failed to disclose the transfer, and carefully misled Wyndham when a press report surfaced. Although both the Bank and Crestmoor are bound to comply with the Non-Disturbance Agreement (Par. 10), neither entity has provided any of the notices or assurances required by its terms.

The circumstances that led Wyndham to consider releasing its rights under the Non-Disturbance Agreement are materially different from the facts that the Bank concealed. In order to avoid further violation of Wyndham's rights, Wyndham will require that the Bank and its third party transferee: 1) submit sufficient information to Wyndham so that Wyndham can immediately evaluate whether to exercise its right to withhold consent to the transfer; 2) if Wyndham approves the transfer, provide Wyndham with a written instrument of attornment as specified in Par. 4 of the Non-Disturbance Agreement; and 3) avoid any disturbance or interference with Wyndham's possession and operation of the hotel.

Very truly yours,



Paula J. Morency
Counsel for Wyndham Hotel Management, Inc.

JOHN H. ROWLAND
Direct Dial: 615.726.5544
Direct Fax: 615.744.5544
E-Mail Address: jrowland@bakerdonelson.com

October 7, 2009

Paula J. Morency
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

VIA EMAIL AND U.S. MAIL

Re: Wyndham Drake Oak Brook

Dear Paula:

On behalf of Regions Bank ("Regions") I am in receipt of your letter dated October 5, 2009. I apologize for the delay in responding, but I have been out of the office for the last day and a half. There are several inaccuracies in that correspondence that I believe could have been cleared up with a simple phone call between the parties. In fact, Regions and Wyndham Hotel Management, Inc. ("Wyndham") have worked together in a cooperative manner during this difficult transition period, and particularly after the property was relinquished from the Wextrust Receivership.

First and foremost, there has not been a sale of the property. Per the agreement between Regions and Wyndham, and as discussed and disclosed to your client (and as noted in your letter), Regions planned to initiate foreclosure of the property, with the ultimate goal being a sale of the property. In order to accomplish that task, which as you know under Illinois law can take several months, Regions itself formed Crestmoor as a special purpose entity ("SPE") simply to hold the note and mortgage during the pending foreclosure period, and in order to serve as a mortgagee in possession during the period of time between the closing of the hotel and any subsequent foreclosure and/or sale.

Because Wyndham was not going to be managing the property after September 30 (Wyndham subsequently decided to extend the closing/shutdown date to October 30), Regions had to be prepared to oversee a closed hotel property without the benefit of a management company. Crestmoor is a wholly-owned Regions entity formed specifically and solely for that purpose and in order to carry out the terms of the agreement between Wyndham and Regions. From Regions perspective, it made better sense to have an entity named Crestmoor serve as mortgagee in possession, rather than having "Regions Bank" serve in that capacity. As you probably know, there are a number of mechanics liens and

NKPE 703127 v1
2791021-000028 7/31/2009

October 7, 2009
Page 2

claims that have been asserted against the property. The formation of Crestmoor to prosecute the foreclosure was simply an effort to minimize the risk to the bank (and to Wyndham, as the prior manager of the hotel) as it moved forward under its agreement with your client, thus my statements to Wyndham at the time the Crain's article emerged.

As Wyndham knows, Regions has been and continues to actively market the property. I will be happy to share the status of those efforts and discuss any other matters necessary to move forward. Again, the actions taken by Regions are in furtherance of the agreement between the parties, not in contravention of that agreement. Regions hopes that this resolves any misunderstanding in this process. I look forward to discussing this matter with you at your convenience.

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, P.C.



John H. Rowland

JHR:hnr

cc: George Patton

JOHN H. ROWLAND
Direct Dial: 615.726.5544
Direct Fax: 615.744.5544
E-Mail Address: jrowland@bakerdonelson.com

October 8, 2009

Paula J. Morency
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

[Via E-Mail to Pmorency@Schiffhardin.com](mailto:Pmorency@Schiffhardin.com)

Re: Wyndham Drake Oak Brook Hotel

Dear Paula:

This is in response to your letter to me dated October 5, 2009 and our phone conversation of this date. You have raised concerns that the \$16,660,500 loan (the "Loan") from Regions Bank ("Bank") to Drake Oak Brook Holdings LLC ("Borrower") has been transferred without the consent of your client, Wyndham Hotel Management, Inc. ("Wyndham"). You allege that such transfer is a violation of the Subordination and Non-Disturbance Agreement (the "SNDA") by and between the Bank, Wyndham and the Borrower dated as of January 10, 2008.

The Bank has transferred its interest in the Loan and all documents evidencing and/or securing the Loan ("Loan Documents") to Crestmoor One, LLC, a Delaware limited liability company ("Crestmoor"). The sole member of Crestmoor is Regions Acquisition Management, LLC ("RAM"). The sole member of RAM is the Bank. Thus, the Loan and all Loan Documents remain within the complete and unfettered control of the Bank.

We are unable to find any provision of the SNDA which is violated or breached by the transfer of the Loan and Loan Documents to Crestmoor. Such transfer is not a "Post-Default Transfer" nor a "Foreclosure Event" (as such terms are defined in the SNDA). Further, the Bank has not terminated or released its mortgage, security deed or interest in the Hotel.

Indeed, the SNDA contemplates that a Post-Default Transfer of the Project to Bank "or its affiliate set up for such purpose" as a result of a Foreclosure Event is permitted without consent of Wyndham (Section 2). If a transfer of the Project to an affiliate of the Bank is permitted by the SNDA, then why would a mere transfer of the Loan and Loan Documents to such an affiliate be of concern to Wyndham?

Paula H. Morency
October 8, 2009
Page 2

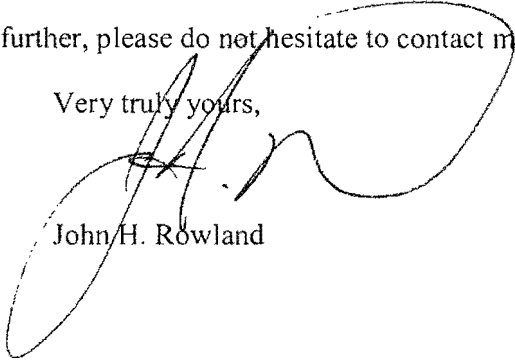
The SNDA goes further, in Section 10, to provide that the SNDA shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. Section 9 contemplates that the SNDA would inure to the benefit of a future holder of the Senior Debt. There simply is no restriction in the SNDA on the Bank's ability to assign its interest in the Loan, even to an unaffiliated third party.

All this being said, the Bank has appreciated Wyndham's cooperation since the time the Hotel was relinquished from the Receivership. Ms. Taylor, Mr. Green, and the other members of Wyndham's corporate team have been responsive and professional under what have been difficult circumstances at the property level.

As I explained this morning, the Bank's sole intent in the formation and assignment of the Loan and Loan Documents to Crestmoor was to provide an additional layer of protection to the lender given the actions of the owner and the dismal operational condition of the asset. Foreclosure was initiated only after discussions with Wyndham and after providing notice of the Bank's intent to proceed in such manner. As you may know, at Wyndham's request, the Bank provided several hundred thousand dollars in funding to maintain operations following relinquishment of the property from the Receivership. Regardless of the how the parties choose to proceed, the Bank is not in a position to provide any additional funding for operations. Accordingly, I hope that we can proceed on the path agreed to previously by our respective clients. Finally, Wyndham should understand that the Bank does not take the position that the assignment of the Loan and Loan Documents to Crestmoor relieves the Bank from its obligations under the terms of the SNDA.

If you have questions or wish to discuss further, please do not hesitate to contact me.

Very truly yours,



John H. Rowland

JHR:srs

cc: George Patton
Randal Mashburn
Kenneth P. Ezell, Jr.



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Jon C. Vigano
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jvigano@schiffhardin.com

October 12, 2009

John H. Rowland, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 1000
Nashville, TN 37201

Re: Wyndham Drake Oak Brook

Dear John,

Since our telephone call last week, we have received your October 7 and October 8, 2009 letters, as well as your October 8 email. We appreciate and have reviewed the documentation you attached regarding the incorporation and transfers to Crestmoor One, LLC. However, we are still awaiting the other information you discussed with Paula Morency and me, and remain concerned both by our conversation and by the failure of Regions Bank to provide notice required by the January 10, 2008 Subordination and Non-Disturbance Agreement (the "SNDA").

As noted in our October 5 letter, Paragraph 5(c) of the SNDA explicitly provides, "Bank also agrees to notify [Wyndham] within ten (10) days after any termination or release of Bank's mortgage, security deed or interest in the Hotel." Regions Bank clearly transferred its mortgage and interest in the hotel, to Regions Acquisition Management LLC ("RAM"), which then made a transfer of those same interests to Crestmoor. The SNDA does not restrict the Par. 5(c) notice requirement to transfers made to unaffiliated entities. Furthermore, while you have sent us the organizational documents for Crestmoor, we asked for that information because you had told us last week that Regions Bank transferred its interests directly to Crestmoor. Now that you have advised us of the intervening transfer to RAM, we request that you send us its organizational documents as well, including a list and description of any members or others who have held interests in RAM between July 1, 2009 and the present.

As you confirmed in our call, there were no discussions with any Wyndham personnel regarding either of the transfers that occurred on July 27, 2009, whether to RAM or to Crestmoor. Indeed, the only information that you or Regions Bank provided was nearly six weeks later, when Crain's reported the transfer to Crestmoor, and you responded to Tanya Taylor of Wyndham, "I'm not sure where this information came from -- not us, and it's not correct." Frankly, we do not understand that denial, or your statement at the beginning of our call last week that the Crestmoor entity was only "fully pulled together within the last month," (despite



John H. Rowland, Esq.
October 12, 2009
Page 2

what you now confirm to have been a March 2009 formation date). We also do not understand the purported reasons why the two transfers occurred, or why Regions Bank would conceal them from Wyndham in violation of the SNDA.

We ask again that you confirm, and provide all documentation regarding, any discussions, memos, letters of intent, contracts or other dealings between Crestmoor One, Regions Bank (or any affiliate or agent) and any entity owning or having an interest in any brand other than Wyndham, with respect to the operation or branding of the hotel currently known as the Wyndham Drake Oak Brook.

Given the seriousness of these issues, and the complexity of the issues that have to be addressed for this hotel, please provide us with that information immediately. Pending its receipt, Wyndham continues to perform its obligations under the Hotel Management Agreement, regards the SDNA as an agreement in full force and effect, and reserves all rights.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Jon C. Vigano'.

Jon C. Vigano
Counsel for Wyndham Hotel Management, Inc.

CH2\7972466.1\10.12.09

JOHN H. ROWLAND
Direct Dial: 615.726.5544
Direct Fax: 615.744.5544
E-Mail Address: jrowland@bakerdonelson.com

October 13, 2009

Jon C. Vigano
Schiff Hardin LLP
6600 Sears Tower
Chicago, IL 60606

[Via E-Mail to jvigano@Schiffhardin.com](mailto:jvigano@Schiffhardin.com)

Re: Wyndham Drake Oak Brook Hotel

Dear Jon:

This is in response to your letter to me dated October 12, 2009. We have previously refuted your notion that Regions Bank ("Regions" or the "Bank") had any obligation to notify Wyndham Hotel Management, Inc. ("Wyndham") of the transfer of its Loan and the Loan Documents to Crestmoor One, LLC ("Crestmoor"). Regions simply disagrees with your reading and interpretation of the SNDA. As we have pointed out repeatedly, Crestmoor was formed as a special purpose entity ("SPE") in an attempt to limit Regions' exposure to third-parties (primarily vendors and suppliers) arising as the result of the owner's actions, the ensuing receivership proceeding initiated by the Securities and Exchange Commission, and the deteriorating financial condition of the property. The timing of the formation of Crestmoor coincided with the relinquishment of the hotel property from the Wextrust Receivership estate. The Bank has not released its interest in the property. There has been no intent to conceal anything from Wyndham at any point in this process.

The Bank's formation of an SPE was simply prudent planning in the event Regions decided to take title to the property, and is a routine course of action in distressed single asset situations. As we are sure you are aware, two parties asserting mechanics liens against the hotel commenced foreclosure proceedings against the property prior to the Bank bringing its own action. The commencement of the initial foreclosure action brought some amount of urgency to an already difficult situation. Crestmoor took no action until the Loan and Loan Documents were assigned to the SPE in late July in furtherance of Regions' decision to move forward with foreclosure.

Given the continuing deterioration of the property, the grim financial outlook provided by Wyndham, the overall condition of the hospitality market, the lack of a viable purchaser, and the fact that two creditors had started foreclosure proceedings, the Bank believed it necessary to take steps to protect its interest in the property, while attempting to minimize a continuing financial outlay that had already run into the hundreds of thousands of dollars. Based on the projections provided by Wyndham, the Bank could not see any benefit to providing additional, long-term funding of a deteriorating asset. As of late July, these steps included negotiation of an agreement with Wyndham to terminate the SNDA and Management Agreement and (subject to that agreement) proceeding with its own foreclosure action. As you know, Illinois law calls for the appointment of a mortgagee in possession pending a judgment of foreclosure. For the reasons previously discussed, Regions did not want to be named mortgagee in possession pending the foreclosure.

While it may not have been necessary to do so, the Bank kept Wyndham apprised of its overall intentions as it moved toward the decision to foreclose. Certainly, the Bank viewed the termination agreement with Wyndham as a necessary component to moving forward with the foreclosure and sale process. In light of the parties' prior discussions, and Wyndham's knowledge that the Bank was proceeding with a foreclosure action, the Bank does not understand Wyndham's recent attempt to circumvent the parties' prior agreement. First, Regions does not understand how a lack of notice concerning the assignment of the Loan and Loan Documents to Crestmoor (even if it was required) would result in damage to Wyndham. Second, Regions provided consideration for the agreement to terminate the contracts with Wyndham. To the extent Wyndham chooses to rescind that agreement, it would be obligated to return the \$180,000, and to replace the funds pledged to Regions in the FF&E account.

From Regions' perspective, the ultimate goal is the sale of the hotel. As to those efforts, Regions has been contacted by a number of parties who have expressed interest in purchasing the property at very, very deep discounts. To date, none of those discussions has yielded a letter of intent, much less a definitive purchase agreement. The marketing process was ongoing at the time the parties negotiated their agreement to terminate the SNDA and Management Agreement and that process has continued based on that agreement. Indeed, one reason Regions engaged Wyndham concerning termination was the realization that it would be easier to sell the hotel without agreements in place that had been negotiated by prior ownership. Given the recent history attached to the property, it seemed likely that a new owner would seek a "fresh start", which would include the ability to re-flag the hotel. This fact, along with the other matters set out above, was discussed with Wyndham during the negotiations concerning the termination of the existing agreements, and is one reason Regions agreed to provide an additional \$180,000 in funding in August. There was no request by Wyndham that Regions suspend or limit its sales efforts while Wyndham wound down operations. Regions proceeded with its efforts in reliance on the agreement it had made with Wyndham concerning termination, and with the understanding that it would be able to convey its rights in the property free and clear of any prior agreements between the owner and Wyndham.

Regions requests that Wyndham honor its agreement and enter into the termination and mutual release. Unless this situation can be resolved quickly, Wyndham's decision not to honor

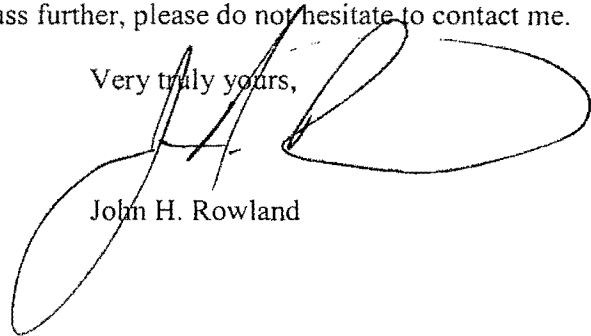
Jon C. Vigano
October 13, 2009
Page 3

its prior agreement is likely to have an impact on Regions' efforts to market and sell the property. In addition, the Bank is concerned that the reversal of Wyndham's commitment will result in further deterioration of the asset, as Regions was making every effort to protect its security position consistent with a projected October 30 shutdown.

The Bank is prepared to work to resolve what appears to be a misunderstanding concerning the mechanics of the pending foreclosure action. To this end, Regions is prepared to meet with Wyndham at the parties' convenience to the extent Wyndham believes such a meeting would be productive.

If you have questions or wish to discuss further, please do not hesitate to contact me.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be 'JHR', is written over the text 'Very truly yours,' and the name 'John H. Rowland'.

John H. Rowland

JHR:srs

cc: George Patton
Randal Mashburn
Kenneth P. Ezell, Jr.
Gerald Lurie

JOHN H. ROWLAND
Direct Dial: 615.726.5544
Direct Fax: 615.744.5544
E-Mail Address: jrowland@bakerdonelson.com

October 16, 2009

VIA ELECTRONIC MAIL

Paula J. Morency
Schiff Hardin, LLP
233 South Wacker Drive, Suite 6600
Chicago, Illinois 60606-6473

Re: Wyndham Drake Oak Brook

Dear Paula:

Thank you for your email of October 15 concerning the above-captioned property. First and foremost, Regions Bank ("Regions" or the "Bank") wishes to reach an expeditious resolution of this matter, which the Bank believes is simply a misunderstanding concerning the mechanics of the pending foreclosure action. Again, and for the reasons set out in my earlier correspondence, Regions believed it prudent to assign the Loan and Loan Documents to Crestmoor One, LLC ("Crestmoor"), which is a special purpose entity ("SPE") and wholly-owned affiliate of Regions, in order for Crestmoor to serve as the mortgagee in possession during the judicial foreclosure period. The Bank's decision to initiate foreclosure was a strategy communicated to Wyndham at the time the parties negotiated the agreement to terminate both the SNDA and the Management Agreement. Regions believed that termination of the existing agreements was a necessary course of action that would allow the Bank to take possession of the property under Illinois law and one that would provide Regions with a needed amount of flexibility in its efforts to market and ultimately to sell the property.

Your proposal to allow Regions to assume the role of mortgagee in possession or to take possession of the hotel while Wyndham reserves its rights under the existing SNDA and Management Agreement is problematic for several reasons. First, Regions cannot assume possession of the hotel and thereby risk triggering liability under the terms of the SNDA and Management Agreement. As long as these agreements remain in place, Regions will not seek to be put in possession of the property for any purpose. This is one reason the initiation of foreclosure, the termination of the agreements, the

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Paula J. Morency
October 16, 2009
Page 2

transition of the hotel to Regions' oversight, and the motion to proceed as mortgagee in possession were being carefully coordinated.

Second, so long as the agreements remain in place, Regions will face significant difficulty in marketing and selling the property. In his most recent correspondence, Jon Viano asked for a broad amount of information concerning the Bank's dealings with potential buyers, especially as it concerned branding of the property. Even assuming that Regions has an obligation to produce that information, there is nothing to provide. There are no signed contracts or letters of intent. Discussions with potential buyers have not progressed to the point where re-branding of the property was discussed. As you know, the market for hotels is horrendous. The Bank did not (and does not) wish to have a closed hotel in its real estate portfolio for any protracted length of time, which is another reason it paid for the right to market and sell the property free and clear of the agreements at issue. The hope was to locate a buyer as quickly as possible to avoid mothballing the property for any extended period. That buyer has not emerged and is unlikely to do so as long as Wyndham seeks to enforce the agreements. But to be clear, the Bank has engaged in the marketing process in reliance on the agreement between the parties that the existing agreements would be terminated.

Finally, Regions bargained for and paid for the termination of the agreements and a cooperative, well-managed, and organized transition of the hotel to Region's oversight, one that included Wyndham's release from its ongoing management responsibilities. The Bank believed that the parties were working toward that outcome until approximately ten days ago. Since that time, Regions business personnel have not had access to Wyndham personnel to discuss a transition of operations. Again, this may be a moot point since Regions will not risk liability by taking possession of the property under any circumstances so long as the agreements remain in place.

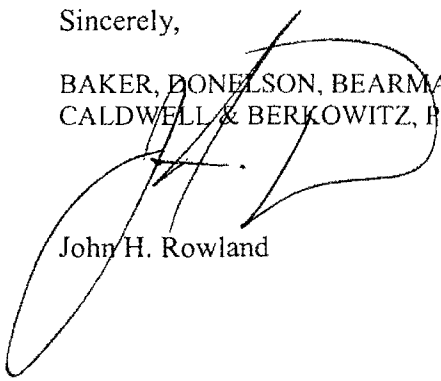
Regions' position at this point is simple. Wyndham should honor its prior agreement and the parties can move forward quickly with termination of the SNDA and Management Agreement, along with the appropriate mutual releases, and cooperate on the transition of the property. In the alternative, Wyndham can return the consideration (more than \$200,000) paid for the agreement to terminate the SNDA and Management Agreement, the Bank will withdraw its motion to be placed in possession of the property, and Wyndham can continue to perform under the Management Agreement on behalf of the Owner. The Bank is not in a position to provide any additional funding for the property. As Wyndham has done, Regions reserves all rights.

Regions remains prepared and willing to work toward an amicable resolution of this matter. My client believes that time is of the essence in this situation. As always, I look forward to hearing from you.

Paula J. Morency
October 16, 2009
Page 3

Sincerely,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

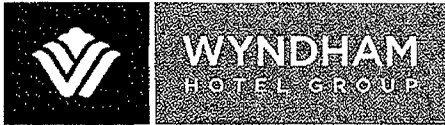


John H. Rowland

JHR/cms

cc: George S. Patton
Randal S. Mashburn
K. Pete Ezell, Jr.
Gerald Lurie

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Wyndham Hotel Group
22 Sylvan Way
Parsippany, New Jersey 07054
Tel : (973) 753-6461
Fax: (973) 753-6760

Lynn A. Feldman
Executive Vice President &
General Counsel

October 29, 2009

By Electronic Mail, Messenger and U.S. Mail

Gerald B. Lurie, Esq.
Chen Nelson Roberts, Ltd.
203 N. LaSalle Street
15th Floor
Chicago, IL 60601

Re: Obligations of Regions Bank Regarding Wyndham Drake Oak Brook Hotel

Dear Mr. Lurie,

We write to you in your capacity as counsel for Regions Bank and for Crestmoor One, LLC. We have reviewed with care the January 10, 2008 Assignment you provided to our outside counsel last week. That document reflects the assignment and transfer to Regions Bank, its successors and assigns (collectively, "Regions"), of "all of [Owner's] right, title and interest in and to the Management Agreement ... for the performance of day-to-day management and leasing of the Hotel."

It appears that Regions chose not to disclose the Assignment to Wyndham at any point during the 22 months that Wyndham has been managing the Drake Oak Brook Hotel. The correspondence and other communications reflect that Regions consistently portrayed itself simply as the "Lender" to the hotel's owner, Drake Oak Brook Investors LLC, without revealing that it had also become the legal Assignee of the owner's obligations. Wyndham repeatedly asked for assistance from Regions in making payments due to employees, utilities, repair services, other vendors, and to Wyndham itself for overdue management fees. Despite what we now know to have been Regions' obligations under the Management Agreement and the Assignment, Regions concealed those duties, and left Wyndham to struggle with the financial burdens of operating the Wyndham Drake Oak Brook and caring for its guests.

Wyndham and other vendors have suffered substantial injury as a result of Regions' breach of the Management Agreement. As our counsel explained to you earlier this week, Wyndham itself is due more than \$1.9 million, for such items as unpaid management fees, reimbursable amounts paid to vendors, and the outstanding balance of the Key Money Loan.

Despite the financial burdens that Wyndham faces, we understand that Regions now takes the position that Wyndham must stay on the premises and continue to operate the hotel, without receiving any further payments from Regions. Regions claims that Wyndham must do so in order to enforce any continuing rights under the Management Agreement or the Subordination and Nondisturbance Agreement (the "SNDA"). That position is, frankly, ridiculous. The Management Agreement specifies, "[Wyndham] shall in no event be required to advance any of its funds or utilize [Wyndham's] credit for the Operation of the Hotel." (Par. 2.4). Furthermore, while Wyndham has the contractual right to supervise and control the operations at this facility, it has no obligation to stay on the premises, or to continue incurring unpaid expenses, given Regions' prior material breach of its funding obligations. The Management Agreement expressly provides that Wyndham is "excused from the performance of its obligations under this Agreement ... to the extent of any breach" by Regions. (Par. 15.1).

As Wyndham advised your client in August, it was Regions' decision to cut off funding that left Wyndham with no other option than to comply with Regions' directive that the Drake Oak Brook be shut down. Accordingly, at Regions' request, Wyndham provided the names and contact information several weeks ago for two companies that specialize in hotel shut-down services. We do not know if Regions has retained either of them. In order to protect the physical plant of this hotel, though, we urge Regions to seek guidance and assistance from those consultants or another of Regions' choosing.

As Regions and Wyndham have discussed, Wyndham personnel will be leaving the premises on Friday afternoon at 3 p.m. We will provide the facility keys directly to you. While we will lock the doors as we leave, Regions should provide security for the hotel premises beginning at 3 p.m., in order to avoid any instance of trespass, vandalism or theft. By Friday, we will have removed from the premises all electronic information relating to the hotel and its guests, while retaining images of each hard drive in case they are needed in the future. However, Regions will need to marshal and secure the computers themselves, as well as the furniture, fixtures, and all other property remaining at the facility. Under the Management Agreement, of course, Regions is responsible for making sure that the facility is, and remains, appropriately insured. (Par. 7.1 and Exhibit E).

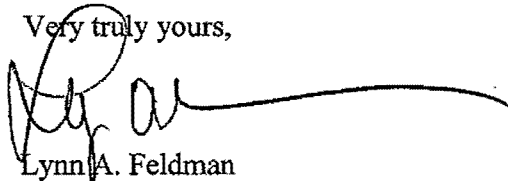
Unless you advise us otherwise, Wyndham will, by October 30, 2009, (i) shut down all mechanical operating systems, including but not limited to the boiler, air compressors, air handling units, pool pumps and drain, hot water recirculation pumps and tanks, domestic hot water pumps, laundry heaters, walk-in coolers and freezers, cooler and freezer compressors, cooling towers (including recirculation pumps), and all elevators; and (ii) notify all utility providers to terminate all existing accounts and transfer those payment obligations to Regions effective October 30, 2009. Finally, we will issue a notice to all vendors that the hotel will be closed as of that date, and that they should direct all invoices and communications to Regions as Assignee of the Owner.

The process of closing a hotel is a significant task, as both Regions and Wyndham recognize. It is our hope that the parties can work cooperatively over the next few days to

accomplish that task and protect this asset, regardless of the legal position in which Regions has placed us.

Wyndham is doing its best to mitigate the financial damage that Regions has caused, and continues to reserve all rights. We emphasize that Wyndham has a continuing future right to manage this hotel, using the Wyndham name and trademarks, and to be free of any disturbance of that right by Regions or any other entity, under the Management Agreement and the SNDA. Those agreements remain in full force and effect. In multiple letters from its Nashville counsel, Regions has maintained that Wyndham should be deemed to have waived its contractual rights in exchange for a \$180,000 payment of certain amounts due to third party vendors (none of which went to Wyndham itself). We disagree, and note that Regions' effort to induce Wyndham into relinquishing rights appears to have been based upon a careful strategy of concealing material facts from Wyndham, including the fact that the Owner had assigned all of its rights and obligations to Regions. For that reason, and several others, Wyndham has waived none of its rights against Regions under the Management Agreement or the SNDA.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lynn A. Feldman", with a long horizontal flourish extending to the right.

Lynn A. Feldman

cc: Paula J. Morency
Schiff Hardin LLP

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
AT NASHVILLE

WYNDHAM VACATION
RESORTS, INC.,

Plaintiff,

v.

TIMESHARE ADVOCACY
INTERNATIONAL, LLC,
SEAN K. AUSTIN and
CHARLES MCDOWELL,

Defendants.

No. _____

Judge _____

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

This is an action by Plaintiff, Wyndham Vacation Resorts, Inc. (“Wyndham”), resulting from the conduct of the Defendants in stealing the trade secrets of Wyndham, exploiting said trade secrets to the detriment of Wyndham, engaging in the unauthorized practice of law in a ongoing effort to defame Wyndham, intentionally interfering with Wyndham’s contractual relationships and business expectancies, and breaching the terms of a prior settlement agreement prohibiting such conduct by Defendants. Wyndham submits this Verified Complaint for Injunctive Relief and Damages against Defendants Timeshare Advocacy International, LLC (“TAI”), Sean K. Austin (“Austin”), and Charles McDowell (“McDowell” and collectively with TAI and Austin, the “Defendants”) and in support thereof states as follows:

PARTIES

1. Wyndham is a Delaware corporation whose principal place of business is 8427 South Park Circle, Orlando, Florida 32819. Wyndham markets and sells vacation ownership

interests, provides property management services to property owners' associations, and develops and acquires vacation ownership resorts.

2. TAI is a Tennessee limited liability company with its principal place of business at 401 S. Mt. Juliet Road #251/311, Mount Juliet, Tennessee 37122. TAI may be served with process through its registered agent, Sean Austin at 417 Laurel Hills Drive, Mt. Juliet, Tennessee 37122.

3. Upon information and belief, Austin is a citizen and resident of Sumner County, Tennessee who resides at 417 Laurel Hills Drive, Mt. Juliet, Tennessee 37122.

4. Upon information and belief, McDowell is a citizen and resident of Sumner County, Tennessee. Upon information and belief, McDowell holds himself out as the Chief Operating Officer for TAI and may be served through his employer at 401 S. Mt. Juliet Road #251/311, Mount Juliet, Tennessee 37122. McDowell is an agent/employee of TAI and to the extent that McDowell has engaged in any wrongdoing, TAI is liable under the doctrine of *respondeat superior*.

JURISDICTION AND VENUE

5. Complete diversity of citizenship exists between the parties and the amount in controversy exceeds \$75,000.00, giving this Court jurisdiction pursuant to 28 U.S.C. §1332.

6. Venue of this action in this Court is proper under 28 U.S.C. § 1391(a).

FACTS

A. Wyndham Vacation Resorts, Inc.

7. Wyndham Vacation Resorts, Inc. develops, finances, manages and sells timeshare properties; it is the world's largest vacation timeshare company, as measured by the number of vacation ownership resorts, individual vacation ownership units and owners of vacation

ownership interests. Wyndham currently has approximately 515,000 owner families around the world.

8. A large percentage of Wyndham's business is repeat business from timeshare owners, including existing owners' purchase of upgrades and owner referrals. Therefore, customer relations and goodwill are vital to Wyndham's success.

B. Wyndham's Trade Secrets and Confidential Information

9. In connection with its business, Wyndham has expended substantial time, labor, and money to research and develop skills, methods, techniques, plans, programs, processes, data, forms, and policies which, singularly and collectively, constitute trade secrets and confidential information of Wyndham. These trade secrets and confidential information include, but are not limited to, owner lists, owner contacts, and other owner information, sales and marketing methods, strategies, practices and information, financial information, cost and pricing information, and confidential employee information. Wyndham requires that all trade secrets and confidential materials and copies thereof be returned upon the termination of employment of any of its employees.

10. In particular, Wyndham spends a significant amount of time and resources developing and maintaining its owner base, and it emphasizes owner relations and customer service.

11. All of these trade secrets and confidential information are used in Wyndham's operations and provide it with advantages, or the opportunity to gain advantages, over those who do not know of or use such trade secrets and confidential information.

12. These trade secrets and confidential information are neither available to nor known by the general public or competitors. Wyndham has taken substantial measures and

exercised much due diligence to prevent its trade secrets and confidential information from being available to persons other than those selected by Wyndham and obligated, either under contract or by virtue of their fiduciary duty to Wyndham or an affiliate, to have access to this information on a confidential basis in order to further its business.

C. The Employment of Austin and McDowell with Wyndham

13. Austin was employed at Wyndham's Nashville resort as a timeshare salesperson from January 8, 2008 until September 13, 2008. In his capacity as a salesperson, Austin had access to and gained knowledge of Wyndham's confidential, proprietary information related to its business.

14. McDowell was employed at Wyndham's Nashville resort as a timeshare salesperson from November 16, 2007 to October 31, 2008. In his capacity as a salesperson, McDowell had access to and gained knowledge of Wyndham's confidential, proprietary information related to its business.

15. In conjunction with their employment with Wyndham, Austin and McDowell were each party to a Salesperson Agreement with Wyndham. A true and correct copy of Austin's Salesperson Agreement with Wyndham is attached hereto as Exhibit A. A true and correct copy of McDowell's Salesperson Agreement with Wyndham is attached hereto as Exhibit B. The terms of the Salesperson Agreements executed by Austin and McDowell provide a specific prohibition against the disclosure of information obtained in their capacity as salespersons:

Salesperson agrees and acknowledges that, as an employee of WVR, Salesperson may be given or be privy to certain valuable, proprietary or confidential information, including but not limited to, sales, marketing, and training materials and information, Product pricing, data and strategies, and

prospect or purchaser lists. Except in the normal course of Salesperson's duties hereunder, Salesperson shall not, while employed by WVR or at anytime thereafter, copy or disclose any such information to any person or entity for any reason or purpose, nor shall Salesperson utilize such information. [Salesperson Agreement, ¶ 6].

16. Wyndham trained Austin and McDowell extensively regarding its Sales Compliance Policies. Wyndham developed the Sales Compliance Policies to provide sales representatives with an understanding of its expectations, policies and procedures applicable to all sales and marketing representations. Because the timeshare sales industry is heavily-regulated, Wyndham stresses the importance of adhering to these policies at all times. When he was hired, Wyndham supplied Austin and McDowell with a copy of its Sales Compliance Policy Manual (“Manual”), which identifies specific permitted and prohibited sales representations. The Manual warns employees that Wyndham’s success is reflected in the integrity of the company, its products, employees, and strong customer relationships, and that Wyndham expects all employees to demonstrate the highest standards of honesty and integrity to maintain those relationships. Therefore, misrepresentations about Wyndham’s products or services or the benefits of timeshare ownership are strictly prohibited.

17. Additionally, Austin and McDowell each agreed to abide by the Business Principles of Wyndham’s ultimate parent company, Wyndham Worldwide Corporation (“Business Principles”) which are applicable to employees of all subsidiaries and affiliates of Wyndham Worldwide Corporation, including Wyndham. The Business Principles, among other things, states that employees must take precautions to protect against the unlawful and inappropriate use or disclosure of Wyndham’s proprietary information during employment and

thereafter; the description of confidential information in the Business Principles includes, by way of example: client lists (including phone numbers and postal and e-mail addresses) and/or client or customer contact information; marketing and pricing plans, cost structures or strategies; and compilations which contain or otherwise reflect business information. A true and correct copy of Austin's acknowledgement of receipt of and agreement to abide by Wyndham Worldwide's Business Principles is attached as Exhibit C. A true and correct copy of McDowell's acknowledgement of receipt of and agreement to abide by Wyndham Worldwide's Business Principles is attached as Exhibit D.

18. By reason of their employment with Wyndham, Austin and McDowell became familiar with, and had access to, certain proprietary and confidential information, including but not limited to, owner lists, owner contacts, and other owner information, marketing and sales methods, strategies, policies, practices and information, cost and pricing information, financial records, computer records, and employee records. Austin and McDowell developed relationships with Wyndham's timeshare owners and employees that were important in furthering the goodwill and reputation of Wyndham. All of the foregoing information and business records are owned by Wyndham and treated by Wyndham as proprietary and confidential information, which could only be acquired or learned through employment at Wyndham.

19. Austin left the employment of Wyndham on September 13, 2008 and McDowell left the employment of Wyndham on October 31, 2008.

D. Austin's Creation of TAI and Subsequent Conduct

20. Upon leaving the employment of Wyndham, Austin formed TAI. According to information contained on its website (www.timeshareaide.com), in exchange for a fee, TAI

claims to "help" individuals with the cancellation of their timeshare contracts and facilitate a full refund of the money the individuals have paid for the timeshare under the terms of their timeshare contract.

21. Based upon information contained on TAI's website, McDowell serves as the Chief Operating Officer of TAI.

22. Using the confidential, proprietary information they obtained while employees of Wyndham, Austin and McDowell began assisting individuals in their efforts to terminate timeshare contracts with Wyndham and obtain refunds of funds paid to Wyndham under the terms of such timeshare contracts. More recently, Austin and McDowell, through related and affiliated companies, have begun contacting parties to timeshare contracts with Wyndham, encouraging individuals to breach such contracts.

23. In violation of the terms of the Salesperson Agreements, Austin and McDowell have used and continue to use the confidential, proprietary information they were privy to as employees of Wyndham to further the business of TAI and to the detriment of Wyndham.

E. The Austin and TAI Settlement Agreement

24. On or about January 15, 2010, Wyndham, Austin and TAI entered into a Settlement Agreement (the "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit E.

25. Under the terms of the Settlement Agreement, Austin, TAI and any employee, agent, or servant of TAI would immediately cease and desist from providing "services" to any person who has purchased a timeshare interest or any commodity, service or product from Wyndham (defined in the Settlement Agreement as a "Customer"). [Settlement Agreement, ¶ 1]. The conduct prohibited by the Settlement Agreement included: (a) communicating with a

Customer with regard to Wyndham or any related companies; (b) communicating with a Customer regarding their purchase of a timeshare interest or other service or product from Wyndham or any related companies; (c) commenting upon the business practices of Wyndham or any related companies; or (d) referring any Customer to any third party or communicating with any third party about a Customer. [Id.].

26. The terms of the Settlement Agreement provide that Austin and TAI specifically covenant and agree that they shall neither, directly or indirectly, cooperate nor act in concert with any third party to provide any Customer any services or engage in any of the prohibited activities set forth in the Settlement Agreement. [Settlement Agreement, ¶ 2].

27. Following execution of the Settlement Agreement, Austin and TAI have continued to provide services to Customers in violation of the terms of the Settlement Agreement. Specifically, Austin and TAI have, in conjunction with other individuals, created or became associated with a variety of other companies purporting to provide the same services as TAI such as Helping Timeshare Owners, LLC, Owners Advocate, LLC and others.

28. These new companies were created by Austin and/or Austin developed a business relationship with such companies for the purpose of providing services to Wyndham Customers in violation of the Settlement Agreement.

CAUSES OF ACTION

Count I: Violation of the Tennessee Uniform Trade Secrets Act – Austin, McDowell and TAI

29. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 28 above, as though fully set forth herein.

30. Under the Tennessee Uniform Trade Secrets Act (“TUTSA”), Tenn. Code Ann. § 47-25-1701, *et seq.*, and common law, this Court may enjoin the actual or threatened misappropriation of Wyndham’s trade secrets as well as award money damages.

31. Wyndham’s confidential and proprietary information, including information relating to the sale and marketing of timeshares, are protected as trade secrets under TUTSA, because:

a) Wyndham uses this information, which is included in a compilation, in order to conduct business;

b) Wyndham’s confidential information derives significant independent economic value from not being publicly known and from not being generally known in Wyndham’s trade or business;

c) Wyndham’s confidential information cannot be readily ascertained or derived from publicly available information; and

d) Wyndham takes reasonable efforts to maintain the confidentiality and secrecy of its confidential information including entering into confidentiality agreements with its employees and limiting access to that information.

32. The trade secrets were communicated to Austin and McDowell while each was employed in a position of trust and confidence with Wyndham.

33. Wyndham has not provided Austin and McDowell with its express or implied consent to utilize Wyndham’s confidential and proprietary information.

34. Austin, McDowell and TAI have intentionally used Wyndham’s trade secrets for various improper purposes, including soliciting Wyndham’s customers and attempting to induce these customers to breach contractual agreements with Wyndham.

35. Additionally, Austin, McDowell and TAI have intentionally used Wyndham's trade secrets for other improper purposes, including operating the TAI website, www.timeshareaide.com, which is used to further Defendants' improper purpose of soliciting Wyndham's existing and potential customers and interfering with Wyndham's business expectancies.

36. Wyndham has suffered damages as a result of the misappropriation of trade secrets by Austin, McDowell and TAI.

37. The misappropriation of Wyndham's trade secrets by Austin and McDowell was willful and malicious.

38. Wyndham has no adequate remedy at law for Defendants' actions since the damages that Wyndham has suffered as a result of the use and divulgence of its trade secret information as well as the loss of its business expectancies are incapable of exact proof.

39. Defendants will continue to use and misappropriate Wyndham's trade secrets and cause irreparable harm unless Defendants are preliminarily and permanently enjoined from such conduct. Accordingly, a preliminary and permanent injunction enjoining Defendants from continuing their actions is a necessary remedy if Wyndham is to obtain meaningful relief.

40. Wyndham will likely succeed on the merits for the reasons set forth herein.

41. Any hardship accruing to Defendants would not unreasonably outweigh the benefit to Wyndham.

42. As a direct, proximate, and foreseeable result of Defendants' actions, Wyndham has suffered damages in an amount to be proven at trial. Wyndham is also entitled to an award of exemplary damages pursuant to Tenn. Code Ann. § 47-25-1704(b) and reasonable attorneys' fees pursuant to Tenn. Code Ann. § 47-25-1705(3).

Count II: Unauthorized Practice of Law – Austin and McDowell

43. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 42 above, as though fully set forth herein.

44. Austin and McDowell act as an advocate in a representative capacity for “customers” of TAI who have been induced to breach their contract with Wyndham.

45. Austin and McDowell offer opinions on legal matters to “customers” of TAI who have been induced to breach their contract with Wyndham.

46. Austin and McDowell write letters on behalf of “customers” of TAI in an attempt to negotiate a legal release from their contractual obligations.

47. Upon information and belief, neither Austin nor McDowell is licensed to practice law in the State of Tennessee or any other jurisdiction.

48. In violation of Tenn. Code Ann. § 23-3-103, Austin and McDowell have engaged in the unauthorized practice of law.

49. The unauthorized practice of law may rightfully be enjoined as a public nuisance. Additionally, Wyndham has no adequate remedy at law for the actions of Austin and McDowell since the damages that Wyndham has suffered as a result of the unauthorized practice of law are incapable of exact proof.

50. Austin and McDowell have demonstrated that they will continue to engage in the unauthorized practice of law and cause irreparable harm unless they are preliminarily and permanently enjoined from such conduct. Accordingly, a preliminary and permanent injunction enjoining Austin and McDowell from the unauthorized practice of law is a necessary remedy if Wyndham is to obtain meaningful relief.

51. Wyndham will likely succeed on the merits for the reasons set forth herein.

52. Any hardship accruing to Austin and McDowell would not unreasonably outweigh the benefit to Wyndham in enjoining Austin and McDowell from defrauding the citizens of Tennessee that are likely to be confused by Austin's and McDowell's representations of legal acumen.

53. As a direct, proximate, and foreseeable result of the actions of Austin and McDowell, Wyndham has suffered damages in an amount to be proven at trial. Wyndham is also entitled to an award of treble damages pursuant to Tenn. Code Ann. § 23-3-103(b).

Count III: Intentional Interference with Business Relations – All Defendants

54. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 53 above, as though fully set forth herein.

55. Wyndham had existing contractual relationships with third parties that were affected as a result of Defendants' actions.

56. Wyndham also had valid business expectancies with third parties that were affected as a result of Defendants' actions.

57. Defendants had actual and/or constructive knowledge of these relationships and expectancies.

58. Defendants' willful actions to help parties with whom Wyndham has valid contractual agreement breach said agreements constitutes intentional interference with existing contracts with third parties.

59. Defendants' statements that Wyndham has engaged in improper conduct with regard to its timeshare contracts and recommending that parties breach their timeshare contracts with Wyndham also constitute interference with certain business expectancies that were known or reasonably could be known to Defendants.

60. The interference with Wyndham's business relationships by Defendants was willful and malicious.

61. Wyndham has suffered damages as a result of Defendants' intentional interference with business relations.

Count IV: Civil Conspiracy

62. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 61 above, as though fully set forth herein.

63. In misappropriating Wyndham's trade secrets, TAI, Austin and McDowell have a common design and purpose of interfering with Wyndham's business relations and inducing Wyndham's customers to breach their contractual agreements.

64. TAI, Austin and McDowell also have a common design and purpose to defame Wyndham in furtherance of their common design and purpose of interfering with Wyndham's business relations and inducing Wyndham's customers to breach their contractual agreements.

65. The Defendants have acted in concert with an unlawful purpose and with unlawful means to interfere with Wyndham's business relations and inducing Wyndham's customers to breach their contractual agreements.

66. Defendants took overt acts in furtherance of their unlawful conspiracy to interfere with Wyndham's business relations and inducing Wyndham's customers to breach their contractual agreements.

67. Wyndham was damaged as a result of Defendants' unlawful conspiracy by, without limitation, a loss of profits and goodwill.

Count V: Breach of Contract – TAI and Austin

68. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 67 above, as though fully set forth herein.

69. TAI and Austin are parties to the Settlement Agreement with Wyndham.

70. TAI and Austin have engaged in conduct amounting to a breach of the Settlement Agreement. Specifically, TAI and Austin have continued direct and/or indirect communications with Customers with regard to Wyndham or related companies, communicated directly and/or indirectly with Customers regarding their purchase of a timeshare interest from Wyndham or related companies, and have referred Customers to third parties and/or communicated with third parties about Customers.

71. Wyndham has suffered damages as a result of Austin and TAI's breach of the Settlement Agreement.

Count VI: Breach of Contract – Austin and McDowell

72. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 71 above, as though fully set forth herein.

73. Austin and McDowell were employed by Wyndham pursuant to Salesperson Agreements. Austin and McDowell have breached the Salesperson Agreements by using confidential and proprietary information they obtained as an employee of Wyndham and disclosing such information to third parties to the detriment of Wyndham.

74. Wyndham has suffered damages as a result of the breach of the Salesperson Agreements by Austin and McDowell.

Count VII: Unfair Competition – All Defendants

75. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 74 above, as though fully set forth herein.

76. Upon information and belief, Austin and McDowell have engaged in unfair competition in violation of Tennessee law by using Wyndham's confidential, proprietary information in violation of their fiduciary and contractual obligations.

77. Upon information and belief, TAI has engaged in unfair competition in violation of Tennessee law by using and/or intending to use Wyndham's confidential, proprietary information to solicit Wyndham's Customers.

78. Upon information and belief, TAI has engaged in unfair competition in violation of Tennessee law by using and/or intending to use Wyndham's confidential, proprietary information to establish business strategies.

79. As a direct and proximate result of Defendants' actions set forth above, Wyndham has suffered severe and irreparable harm, for which it is entitled to injunctive relief, as well as damages to recover as much of its economic injuries as can be calculated and punitive damages.

Count VIII -Procurement of Breach of Contract – All Defendants

80. Wyndham incorporates by reference each and every allegations set forth in paragraphs 1 through 79 above, as though fully set forth herein.

81. Through the aforementioned actions, Defendants have knowingly and intentionally induced or procured the breach of agreements between Wyndham and its Customers.

82. Such actions violate Tenn. Code. Ann. § 47-50-109.

83. Wyndham is entitled to an award against Defendants that is treble the amount of damages resulting from or incident to the breach of agreements between Wyndham and its Customers.

Count IX - Tennessee's Consumer Protection Act Violations – All Defendants

84. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 83 above, as though fully set forth herein.

85. Defendants' acts constitute unfair and/or deceptive practices in violation of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 et seq.

86. Upon information and belief, Defendants wrongfully acquired Wyndham's confidential, proprietary information for use in a competing enterprise through deceptive means.

87. Upon information and belief, TAI's subsequent use of Wyndham's confidential information is intentional or with reckless disregard for the deceptive means through which the information was acquired.

88. Defendants' actions and/or omissions constitute unfair and/or deceptive practices in violation of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-104(27).

89. Defendants' acts are and were willful and knowing, thus entitling Wyndham to all available remedies pursuant to the Tennessee Consumer Protection Act, including but not limited to injunctive relief, damages, treble damages, attorney fees, and costs.

Count X – Unjust Enrichment – All Defendants

90. Wyndham incorporates by reference each and every allegation set forth in paragraphs 1 through 89 above, as though fully set forth herein.

91. Defendants have unjustly benefited from using and/or intending to use Wyndham's confidential, proprietary information to solicit Wyndham's Customers and using and/or intending to use Wyndham's confidential information to establish business strategies.

92. Given the circumstances, it would be inequitable for Defendants to retain the benefit of such acts without repayment of the value thereof.

93. As a result of Defendants' unjust enrichment, Wyndham has been damaged in an amount to be determined at trial, plus accrued interest to the date of the judgment, its attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Wyndham requests:

1. That this Court issue a Temporary Restraining Order and, after a hearing, Preliminary Injunction restraining and enjoining Defendants or their agents and/or employees:
 - a. From continuing Defendants' misappropriation of Wyndham's trade secrets and confidential information in violation of Tennessee's Uniform Trade Secrets Act;
 - b. From using or disclosing any trade secrets, confidential information, or proprietary information of Wyndham for any purpose; and
 - c. From further unauthorized practice of law in an effort to induce any party to breach its contractual agreement with Wyndham; and
 - d. From further breaching the terms of the Settlement Agreement.
2. That after trial of this cause, a permanent injunction be entered against Defendants enjoining the conduct set forth above.

3. That this Court issue an order requiring Defendants to immediately turn over to Wyndham any writing, document, recording and/or electronic data that contains or relates to in any way the trade secret, confidential information or proprietary information obtained from Wyndham.

4. That Wyndham be awarded all of its actual damages caused by the Defendants wrongful acts, including lost profits, and that Wyndham be awarded its attorneys fees.

5. That Wyndham be awarded compensatory damages, punitive damages and attorneys' fees.

6. That Wyndham be given such other equitable and legal relief as is just and proper under the circumstances.

**THIS IS THE FIRST APPLICATION FOR
EXTRAORDINARY RELIEF IN THESE PROCEEDINGS.**

Respectfully submitted,



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**Attorneys for Wyndham Vacation
Resorts, Inc.**

VERIFICATION

I, NAME, after first being duly sworn, do hereby make oath and affirm that I am a Vice
President, Consumer Affairs for Wyndham Vacation Ownership, Inc.;
that the claims made in the Verified Complaint are just; that the facts set forth in the Verified
Complaint are true and correct of my own knowledge or the knowledge available to Wyndham
Vacation Resorts, Inc., through its investigation and the books and records of Wyndham
Vacation Resorts, Inc., as stated, except those made as on information and belief, which are
correct to the best of my knowledge, information and belief.

John Monaweck
NAME John Monaweck

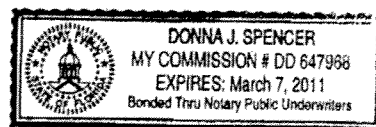
STATE OF FLORIDA)
)
COUNTY OF ORANGE)

Before me, the undersigned authority, a Notary Public in and for said County and State,
personally appeared John Monaweck, with whom I am personally acquainted or proven to me on
the basis of satisfactory evidence, and who acknowledged that he executed the foregoing in his
capacity as VP, Consumer Affairs of Wyndham Vacation Ownership, Inc., that he is
authorized to execute this instrument in that capacity, and that he did so for the purposes and
considerations therein expressed and without undue influence or coercion from any other party.

SWORN TO AND SUBSCRIBED this 27th day of October, 2010.

Donna J. Spencer
NOTARY PUBLIC

My Commission Expires: 3/7/2011



UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

CHIRAG PATEL

CIVIL ACTION

VERSUS

REGIONS BANK, ET AL.

NO: 18-CV-00796-BAJ-RLB

RULING AND ORDER

Before the Court is **Regions Bank’s Motion to Compel Arbitration and to Stay Plaintiff’s Claims Against Regions Bank Pending Arbitration (Doc. 15)**. Also before the Court is **Plaintiffs’ Motion to Compel TransUnion and Experian to Arbitration (Doc. 24)**¹. Oral argument is not required. For the reasons stated below, Regions Bank’s (“Regions”) motion is **GRANTED** and Plaintiff’s motion is **DENIED**.

I. FACTUAL HISTORY

Chirag Patel “Plaintiff” alleges that in 2016, he obtained a Regions Bank Credit Card (“Regions Card”). (Doc. 1 at ¶ 11). Plaintiff asserts that he used the card sparingly, and always paid the full balance in a timely manner. (*Id.* at ¶¶ 13-14). Plaintiff alleges that on or about December 23, 2017, he received alerts from another of his credit card companies, Ally Cashback Visa Platinum (“Ally”), notifying him that his card had been used at a Macy’s Department Store in Lennox Square, in Atlanta,

¹ Plaintiff’s request for arbitration is contingent upon the Court finding that Regions Bank’s arbitration provision is enforceable against Plaintiff. (Doc. 24-1).

Georgia. (*Id.* at ¶¶ 15,16). Plaintiff avers that he notified Ally that the charge was fraudulent, and Ally refunded the charge. (*Id.* at ¶¶ 17-18). Plaintiff claims that he checked his Regions Card account, and found ten fraudulent pending charges, totaling \$18,230.46. (*Id.* at ¶¶ 19-22). Plaintiff alerted Regions of the allegedly fraudulent activity on December 24, 2017. (*Id.* at ¶ 21). Plaintiff alleges that Regions approved three of the ten pending charges: a charge at Macy's for \$3,023.29, a charge at Krogers grocery store for \$150.00 and a charge at SAKS department store for \$15,057.17. (*Id.* at ¶ 22). Plaintiff asserts that Regions never sent him a fraud alert. (*Id.* at ¶ 25).

Despite efforts to show that his card was charged fraudulently, Plaintiff avers that he began receiving automated phone calls from Regions requesting payment for the outstanding balance on his account. (*Id.* at ¶ 30). Plaintiff also claims that Regions began reporting his account as delinquent to Equifax, Experian, and TransUnion. (*Id.* at ¶ 32). Plaintiff claims that Regions continued to report the unpaid balance, continued to robocall him, and continued to assess late fees and interest on the unpaid balance, despite his claims that the charges were fraudulent. (*Id.* at ¶¶ 34-37).

Plaintiff claims that he attempted to rent an apartment in May 2018, but was denied due to a negative entry on his credit report. (*Id.* at ¶ 39). Plaintiff alleges that on June 22, 2018, he mailed letters to Equifax, Experian, and Trans Union explaining the unauthorized charges, and disputing the Regions tradeline. (*Id.* at ¶ 42). Plaintiff avers that upon reporting his dispute with Regions to the Consumer

Financial Protection Bureau, he received copies of the receipts from the allegedly unauthorized transactions, none of which contained Plaintiff's signature, and none of which were similar to each other.

Plaintiff asserts that on July 18, 2018, Regions' agent Sam Lewis ("Lewis") called Plaintiff and notified him that the investigation resulted in a finding that Plaintiff owed the disputed charges. (*Id.* at ¶ 59). Plaintiff now brings charges against Regions, TransUnion, and Experian² pursuant to 15 U.S.C. § 1666 *et seq.*, 15 U.S.C. § 1681, *et seq.*, and 47 U.S.C. § 227.

Regions does not necessarily dispute any of the facts alleged by Plaintiff, and only argues that such allegations are subject to a binding arbitration clause. (Doc. 15-1 at p. 1). Specifically, Regions claims that Plaintiff signed a Visa Consumer Credit Card Application (the "Application") on November 22, 2016, which provides that the account would be governed by the Credit Card Agreement, to be sent with the Regions Card. (*Id.*). Regions further alleges that the Credit Card Agreement provides that "all disputes regarding an Account or the Agreement are subject to binding arbitration, which impacts [Plaintiff's] rights to participate in a class action or similar judicial proceeding." (*Id.* at p.p. 1-2). The arbitration provision of the Credit Card Agreement provides:

ARBITRATION AND WAIVER OF JURY TRIAL. Except as expressly provided herein, you and we agree that either party may elect to resolve by BINDING ARBITRATION any controversy, claim, counterclaim, dispute or disagreement between you and us, whether asserted or brought in a direct, derivative, assignee, survivor, successor, beneficiary or

² Plaintiff also brought suit against Equifax Information Services LLC, but settled those claims on October 24, 2018 (Doc. 23).

personal capacity and whether arising before or after the effective date of this Agreement (any “Claim”) [. . .] If either party elects to arbitrate, the Claim shall be settled by BINDING ARBITRATION under the Federal Arbitration Act (“FAA”). This agreement to arbitrate shall include any Claim involving our current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, assigns, any third party that assigned any agreements to us and any of the respective current and former employees, officers, agents or directors of such affiliates or third parties, and any such Claim against any of those parties may be joined or consolidated with any related Claim against us in a single arbitration proceeding.

Regions asserts that all of Plaintiff’s claims fall under the scope of the arbitration agreement.

II. LEGAL STANDARD

This Court has the authority to compel arbitration pursuant to 9 U.S.C. § 4 , which provides in relevant part:

A party aggrieved by the alleged failure, neglect, or refusal of another to arbitrate under a written agreement for arbitration may petition any United States district court which, save for such agreement, would have jurisdiction under title 28, in a civil action or in admiralty of the subject matter of a suit arising out of the controversy between the parties, for an order directing that such arbitration proceed in the manner provided for in such agreement.

Arbitration is a matter of contract. *Rent-A-Ctr., W., Inc. v. Jackson*, 561 U.S. 63, 69, (2010). Agreements to arbitrate fall within the scope and coverage of the Federal Arbitration Act (the “Act”), and must be enforced in both state and federal courts. *KPMG LLP v. Cocchi*, 565 U.S. 18, 19 (2011). If a dispute presents multiple claims, some which fall under the scope of the arbitration, and some which do not, the former must be sent to arbitration, even if the result is piecemeal litigation. *Id.*

III. ARGUMENTS

A. Regions' Motion to Compel Arbitration

First, Regions asserts that the arbitration agreement between itself and Plaintiff is valid. (Doc. 15-1 at p. 5). Specifically, Regions claims that Plaintiff signed the Application, which specifically referenced the Credit Card Agreement, had an account opened with Regions, and used the credit card. (*Id.*).

Next, Regions argues that the current dispute falls within the scope of the Agreement. (*Id.*). Regions points to the expansive language of the arbitration clause, in particular, that it applies to “any claims, controversies, counterclaims, disputes, or disagreements relating to the Account.” (*Id.*). Regions also argues that the arbitration provision specifically provides that “any claim, demand or request for compensation or damages from or against [Regions] is subject to the arbitration clause.”

Plaintiff argues that Regions did not establish that it sent Plaintiff a copy of the Credit Card Agreement containing the arbitration clause, resulting in Plaintiff not being aware of the terms of the arbitration agreement before he began using the Regions Card. (Doc. 22 at p. 3). Plaintiff cites *Carey v. 24 Hour Fitness, USA, Inc.*, 669 F.3d 202, 205 (5th Cir. 2012) which provides that federal courts must follow the ordinary state laws of contract formation. Plaintiff argues that because the Application states that the “Account and the Credit Card Agreement are governed by Alabama law and federal law” that this court must interpret and apply Alabama laws concerning contract formation. Plaintiff also cites *TranSouth Fin. Corp. v. Bell*, 739

So. 2d 1110, 1114 (Ala. 1999) which provides that a motion to compel arbitration is analogous to a motion for a summary judgment. (Doc. 22 at pp. 2-3). Plaintiff argues that because Regions did not actually *allege* that he received the document containing the arbitration provision, Regions has failed to satisfy its burden under the summary judgment standard applicable to motions to compel arbitration under Alabama law. (*Id.* at p. 3).

In its response to Plaintiff's opposition, Regions claims that it *did* allege that it sent Plaintiff the Credit Card Agreement. (Doc. 39 at p. 1). Regions further asserts that it is its practice to always send a copy of the Credit Card Agreement with a new credit card, and that Plaintiff never stated he *did not* receive the Credit Card Application. (*Id.*).

B. Plaintiff's Motion to Compel Arbitration

Plaintiff argues that if he is made to participate in arbitration under the Credit Card Agreement, TransUnion and Experian should be made to join in the arbitration discussions as well. (Doc. 24-1). Plaintiff argues that TransUnion and Experian are credit reporting agencies that materially benefitted from Regions' failure to properly investigate his fraud claims. (*Id.* at p. 2). Plaintiff asserts that TransUnion and Experian are paid by Regions to report consumer financial information and to provide credit reports for certain people. (*Id.*). Plaintiff also argues that because these payments arise from the underlying contract between Plaintiff and Regions, that TransUnion and Experian are captured under the arbitration clause of the Credit Card Agreement. (*Id.*). Finally, Plaintiff argues that TransUnion and Experian could

not exist but for the credit agreements between consumers and creditors, as those credit agreements are what authorize TransUnion and Experian to receive financial information on consumers to report. (Doc. 36 at p. 4).

IV. ANALYSIS

A. Plaintiff is Obligated to Participate in Arbitration

As a threshold matter, the Application sets forth that the account and credit card agreement are governed by Alabama and Federal Law. (Doc. 15-2 at p. 6). Plaintiff, by executing the Application, acquiesced to the laws of the State of Alabama governing this dispute arising from the Credit Card Agreement. Therefore, the Court shall analyze the motion *sub judice* pursuant to Alabama law.

Plaintiff relies on *Moore-Dennis v. Franklin*, 201 So. 3d 1131 (Ala. 2016) wherein the Alabama Supreme Court found that absent the presentation of any evidence that a plaintiff accessed the specific webpages or emails containing an amended arbitration agreement, the plaintiff could not be held to the terms of the agreement. *Id.* In *Franklin*, the bank alleged that the plaintiff elected to receive notifications of amendments to the credit card agreement through the bank's online banking portal. *Id.* at 1135. The plaintiff filed affidavits claiming that he did not sign up for online banking alerts, that he did not have internet access, and that he never once logged in to his online banking account. *Id.* The bank ultimately conceded that it did not send the account agreement or arbitration addendum via regular mail, and that the only way for the plaintiff to have accessed the information would have been to login online. *Id.* at 1136. The Court ultimately found that absent a showing that

the plaintiff actually accessed the notifications online, and in light of evidence that the plaintiff did not elect to utilize online notifications, the plaintiff could not be held to the terms of the arbitration agreement. The Court's opinion also turned on the fact that there was no evidence provided by the bank to establish that the plaintiff actually logged on to view the new policy.

Here, Regions claims that the credit card is packaged with the Credit Card Agreement as a matter of course. Regions also submitted the affidavit of Kimberly Burkhalter Townsley³ wherein she states that Plaintiff was sent the Credit Card Agreement. It is uncontroverted that Plaintiff received the Regions Card and began using it. Further, it is noteworthy that, unlike in *Franklin*, Plaintiff in this matter has not alleged that he *didn't* receive the arbitration agreement. Rather, Plaintiff asserts that Regions never affirmatively claimed that he did receive it.

In *American Bankers Ins. Co. of Florida v. Tellis* 192 So.3d 386 (Ala. 2015), the Alabama Supreme Court found that when arbitration provisions are listed on the declaration page of a policy as being part of this agreement, there was a duty to investigate the rest of the forms for the arbitration section. *Id.* at 390. Under *Tellis*, a plaintiff may still be bound by the terms of an arbitration clause even if the arbitration clause of the agreement is lost, as the plaintiff had notice that such terms *should have* been there. *Id.*

In this matter, Plaintiff acknowledges that he was made aware of the existence of the arbitration agreement when he signed the Credit Card Application. Even if

³ Kimberly Burkhalter Townsley is a Vice President in Regions' Legal Department and its Custodian of Records.

Plaintiff had not received a copy of the Card Holder Agreement containing the arbitration clause, Alabama law deems that he was on notice that he *should have* received such documents, and thereby had a duty to investigate their whereabouts. Plaintiff used the credit card anyway.

The Court finds that Regions has made sufficient allegations to support the claim that Plaintiff received the Credit Card Agreement. Regions claims that as a matter of course, the Credit Card Agreement is attached to the new credit card itself. Regions meets the summary judgment standard for motions to compel arbitration set forth in *Bell*.

B. Experian and TransUnion are not Obligated to Participate in Arbitration

Plaintiff argues that TransUnion and Experian, simply by virtue of receiving payment to run a credit report on Plaintiff, have somehow brought themselves under the scope of Plaintiff and Regions' contract under the theory of "direct benefits estoppel." The Court finds this argument to be unavailing.

Parties are assumed to contract for themselves only, a presumption which only may be overcome if the intent to make someone a third-party beneficiary is "clearly written or evidenced in the contract." *Fleetwood Enterprises, Inc. v. Gaskamp*, 280 F.3d 1069, 1075-76. Moreover, there is a rebuttable presumption that non-signatories to a contract cannot be bound by arbitration agreements. *Hellenic Inv. Fund, Inc. v. Det Norske Veritas*, 464 F.3d 514 (5th Cir. 2006). There is no provision setting forth that TransUnion or Experian were to directly benefit from the terms of the Application or the Credit Card Agreement. In fact, it is not even clear that any

benefits received by TransUnion or Experian arose as a *result* of the contract at all.

Direct benefit estoppel applies when a non-signatory knowingly exploits the agreement containing the arbitration clause. *Red Barn Motors, Inc. v. Nextgear Capital, Inc.*, 2014 WL 4986674, at *5 (M.D. La. Sept. 29, 2014). To “knowingly exploit” a contract means that a non-signatory, during the life of the contract, embraces the contract despite their non-signatory status. *Bridas S.A.P.I.C. v. Gov't of Turkmenistan*, 345 F.3d 347, 362 (5th Cir. 2003) citing approvingly *E.I. DuPont de Nemours & Co. v. Rhone Poulenc Fiber & Resin Intermediates, S.A.S.*, 269 F.3d 187, 200 (3d Cir. 2001). At no time did TransUnion or Experian “knowingly exploit” Plaintiff’s agreement with Regions. TransUnion and Experian provide credit reports, and have contracted with Regions to generate credit reports for Regions’ customers. The mutual obligations between the credit reporting agencies and Regions are wholly independent of the agreements made between Regions and its customers.

V. CONCLUSION

Accordingly,

IT IS ORDERED that Regions Bank’s Motion to Compel Arbitration and to Stay Plaintiff’s Claims Against Regions Bank Pending Arbitration (Doc. 15) is GRANTED.

IT IS FURTHER ORDERED that **Plaintiffs' Motion to Compel Trans Union and Experian to Arbitration (Doc. 24)** is **DENIED**.

Baton Rouge, Louisiana, this 25th day of June, 2019.

A handwritten signature in blue ink, appearing to read "B. A. Jackson", written over a horizontal line.

JUDGE BRIAN A. JACKSON
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA