



Regions Bank
John M. Turner, Jr.
President/CEO



Brent Pyatt
Regions Bank SENIOR Vice President
Collections Center

RESPONSE TO REGIONS 09/22/20; REMINDER OF NOTICE OF INTENT TO BRING LEGAL/LAWFUL ACTION FOR RELIEF; REGIONS' CONTINUED ATTEMPTS TO EXTORT MONIES DISGUISED AS FEES; NOTICE OF INTENT TO REPORT REGIONS TO CONSUMER FINANCIAL PROTECTION BUREAU; REITERATION OF CONFLICTS OF INTEREST; CEASE and DESIST; UPDATE OF GOOD-FAITH SETTLEMENT DEMANDS; STATUS OF CHECK NO. 1670; and DEMAND FOR RESPONSE, INFORMATION and "GOOD STANDING LETTER"



Apple Cider

Phone: [REDACTED]

applecider@bubblem.com

September 28, 2020

VIA HAND DELIVERY To Branch Location Representative and/or FACSIMILE and EMAIL

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

Consumer Financial Protection Bureau

ATTN: Kathy Krainger – Director

c/o Attorneys/Jessica Rank Divine, Esq.

c/o Bernard Barrett, Esq.

c/o Michael G. Salemi, Esq.

1700 G. Street, NW

Washington, DC 20552

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

c/o Bradley P. Humphreys, Esq.

c/o Elizabeth J. Shapiro, Esq.

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 09/22/20; REMINDER OF NOTICE OF INTENT TO BRING
LEGAL/LAWFUL ACTION FOR RELIEF; REGIONS' CONTINUED ATTEMPTS TO EXTORT
MONIES DISGUISED AS FEES; NOTICE OF INTENT TO REPORT REGIONS TO CONSUMER
FINANCIAL PROTECTION BUREAU; REITERATION OF CONFLICTS OF INTEREST; CEASE
and DESIST; UPDATE OF GOOD-FAITH SETTLEMENT DEMANDS; STATUS OF CHECK NO.
1670; and DEMAND FOR RESPONSE, INFORMATION and "GOOD STANDING LETTER"
REGIONS BANK LOAN/ACCOUNT # [REDACTED] 888
REGIONS FEDERAL IDENTIFICATION # 631266437**


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 09/22/20 Correspondence

This is to confirm that I am in receipt of Regions correspondence dated 09/22/20, from which the following excerpt has been taken:



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



Brent Pyatt
Regions Bank SENIOR Vice President
Collections Center

09/22/2020

RE: Notice of suspension of future credit privileges associated with your line of credit loan ("LOC") from Regions Bank, account number ending in [REDACTED] (the "Account")

Dear [REDACTED]

We are writing to inform you that you are in default of one or more terms of the LOC agreement (the "Agreement") including, but not limited to, your obligation to make regular payments when due. Because of your default(s), the Account is delinquent. We have therefore suspended your credit privileges and will not make any further advances to you under the LOC until the outstanding delinquency (the "Delinquency") is paid in full.

As of the date of this letter, the Delinquency totals \$50.97, which consists of the past-due payment in the amount of \$15.97 and late charges in the amount of \$35.00. Please remit your payment to:

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

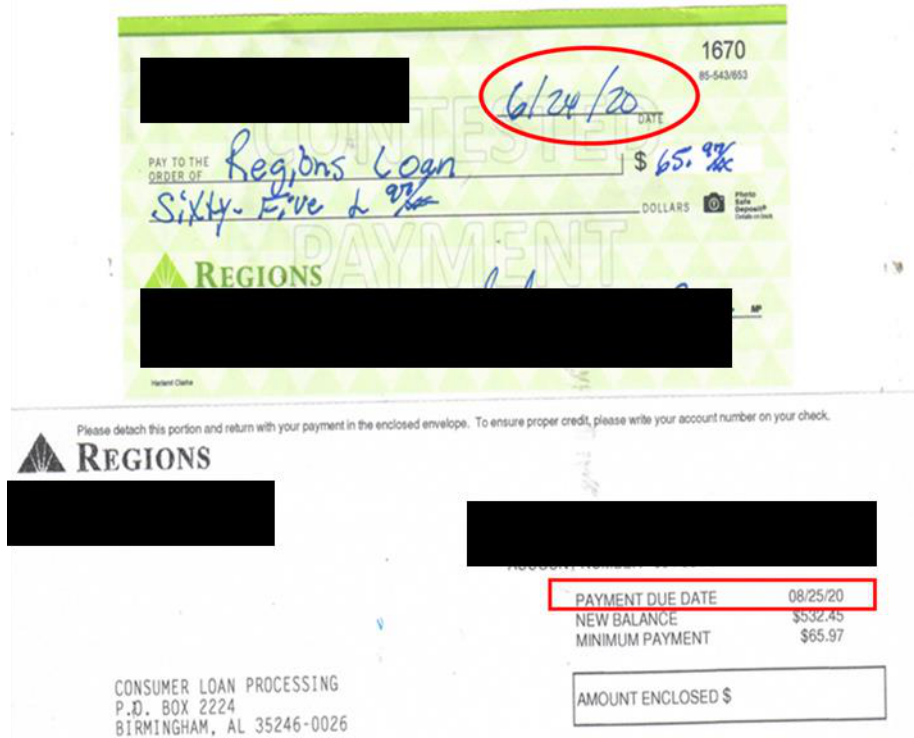
Unless you are otherwise notified, your credit privileges will be automatically reinstated after we receive your payment of the Delinquency.

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.

Please let Regions' and my records reflect the following as my response to Regions' **09/22/20** correspondence (**a copy of which is attached**); however, not limited to this listing alone:

1. Regions' and my records will support that on August 24, 2020, I submitted Check No. 1670 in the amount of \$65.97 reflecting **"CONTESTED PAYMENT!"**



Upon receipt of my payment of \$65.97, it appears that Regions' Teller **corrected the ERROR by Regions** (according to Policies, Procedures and Practices) and **processed a payment for \$50.00** rather than for \$65.97 submitted. **To date, Regions has failed to advise how the OVERCHARGE of \$15.97 is being handled!**



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.

ACCOUNT NUMBER: [REDACTED]
STATEMENT PERIOD: 08/01/20 - 08/31/20
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.

2. The “**TRUTH-In-Lending Act**” (TILA) is clear in its instructions when addressing such errors as that raised by me in the above referenced Account. Moreover, from my research the following information was found as of 09/27/20 at:

<https://www.doj.nh.gov/consumer/sourcebook/credit-cards.htm>

The *Truth-in-Lending Act (TILA)*, a federal law, has several special rules governing credit card transactions. These special rules fall into three categories: initial disclosures, periodic disclosures, and **rules concerning disputed charges**.

In addition to disclosure requirements, TILA establishes a three-step procedure **by which consumers can dispute errors in their credit card periodic statements:**

- **If you notice an error in your statement, or question the validity of a charge, you must notify the credit card company in writing . . . of the error within 60 days of the date of the billing statement. You will need to identify yourself, using the same name as on the credit card, give the account number, and describe the nature of the claimed billing error. . . . **ask the company to send “documentary evidence” . . . Keep a copy of the letter for your files.** Many credit card companies provide the consumer with a toll-free telephone number for inquiring about billing, and **will correct errors this way without a problem.** But **you should protect yourself with a follow-up letter detailing the problem** and the resolution agreed upon during the telephone conversation.**

EVIDENCE IN SUPPORT: Regions and my records will support my “**CONTESTED**” Payments are being made in writing **within the 60 days allotted** under TILA and/or the applicable Statutes/Laws governing such matters. Moreover, in compliance with Regions Bank’s Policies, Practices and Procedures [“BILLING RIGHTS SUMMARY,” etc.]. The August 24, 2020, Check No. 1670 Payment given to Regions’ Teller **is MISSING** from the records of Regions. However, a copy of the Check presented is provided in the body of my August 24, 2020 correspondence. To date, Regions **is REFUSING** to “**send documentary evidence**” to support their frivolous claims that the above referenced Account is delinquent! To date, Regions is REFUSING to provide me with an explanation of **WHAT HAPPENED** to Check No. 1670 that was presented to the Teller on 08/24/20 in the amount of \$65.97!

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) 2 [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]

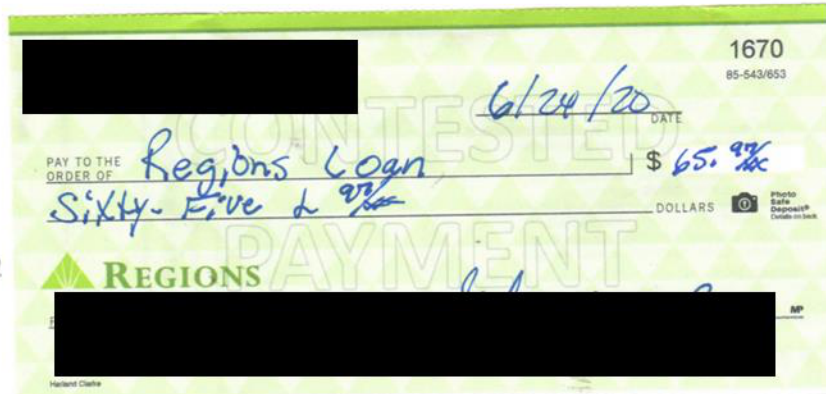
CHECK NO. 1670

Victim(s) [REDACTED]

[REDACTED]'S

REMINDER: NOTICE OF INTENT TO BRING LEGAL/LAWFUL ACTION FOR RELIEF

This is to confirm receipt of Regions Bank's ("Regions") "PAYMENT DUE DATE" Notification for the "STATEMENT PERIOD: 07/01/20 – 07/31/20" due 08/25/20. I am REQUESTING that Regions provide me "IN WRITING" an explanation for the INCREASE in my monthly payment(s) from \$50.00 to \$65.97 – which increased my payment(s) by \$15.97. Please accept this correspondence of my timely notifying Regions of what I further believe are RETALIATORY practices and FRAUDULENT practices in the collection of UNLAWFUL and UNWARRANTED fees that may be asserted because of my exposure of what I believe to be War Crimes as well as Criminal and Fraudulent practices by Regions. Therefore, I hereby **REITERATE**, my "**CONTESTING LOAN PAYMENT**" ("CLP") of and against you, Regions Officials, Employees, Representatives, Legal Representatives, and *other applicable Parties*, etc. regarding the above referenced matter.



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.



ACCOUNT NUMBER [REDACTED]
PAYMENT DUE DATE 08/25/20
NEW BALANCE \$532.45
MINIMUM PAYMENT \$65.97

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

AMOUNT ENCLOSED \$

As of 09/27/20:

<https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8758616f> [REDACTED]

<https://drive.google.com/file/d/1ShLqBMSVzLpkvb3KgiCjpuXBG> [REDACTED]

I took the time to NOTIFY Regions of my written Complaint being delivered by “HAND DELIVERY” via Facsimile advising that a copy of the “Hand Delivered” document is being sent via Email!

Type	Sent	To	Length		Status
Fax	8/24/2020 7:26:33 PM	(205) 942-6136	1 Page	REGIONS BANK	Sent
Fax	8/24/2020 7:25:28 PM	(601) 554-2846	1 Page	REGIONS BANK	Sent
Fax	8/24/2020 7:23:33 PM	!259	1 Page	NANCY PELOSI	Sent
Fax	8/24/2020 7:22:52 PM	!844	1 Page	U.S. ATTORNEY GENERAL /BARR	Sent
Fax	8/24/2020 7:21:59 PM	(205) 307-4130	1 Page	REGIONS BANK	Sent

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

**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

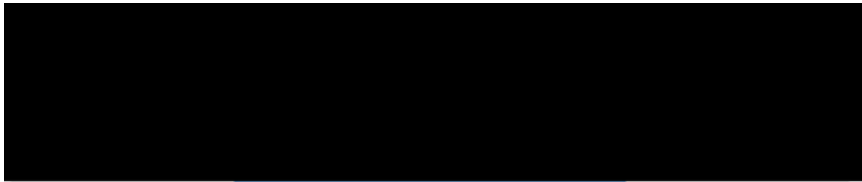
RE: REQUEST FOR EXPLANATION OF \$15.97 INCREASE “IN WRITING”
 CONTESTING LOAN PAYMENT
 REGIONS BANK LOAN/ACCOUNT # [REDACTED]
 REGIONS FEDERAL IDENTIFICATION # 631266437
 IRS REFERENCE NO: [REDACTED]
 CHECK NO. 1670

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.

- The credit card company **must send an acknowledgment of the complaint to you within 30 days of receiving the notice of error. If the error is the credit card company's mistake, you may simply find the next bill has the correction.**

EVIDENCE IN SUPPORT: As of to date, Regions **has REFUSED** as well as **has FAILED to acknowledge** my written August 24, 2020 Complaint of “CONTESTED” Payment(s). As recent as September 21, 2020, I brought to Regions’ attention **its FAILURE** to acknowledge my August 24, 2020 Complaint and previous submittals.



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 Peiham 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) 2- [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]
REGIONS FEDERAL IDENTIFICATION # 631266437
IRS REFERENCE NO [REDACTED]
CHECK NO. 1670

As of 09/27/20:

[https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5e676e7\[REDACTED\]](https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5e676e7[REDACTED])

[https://drive.google.com/file/d/1isgfLeYTESV9Ts4mtsFvWBD6Yh2\[REDACTED\]](https://drive.google.com/file/d/1isgfLeYTESV9Ts4mtsFvWBD6Yh2[REDACTED])

- The credit card company **must, within two billing cycles or 90 days** (whichever is shorter), **either correct the error or provide you with an explanation** for the charge, if you requested this. The company **must also provide** you with **documentary evidence** (such as a copy of the receipt) of the validity of the disputed charge.

EVIDENCE IN SUPPORT: Regions is **REFUSING** to correct the error reported in my August 24, 2020 written complaint. Moreover, **REFUSING to provide me with evidence to REBUT the evidence presented** by me obtained from Regions Records as well as mine. For instance:

- According to Regions' records, on August 24, 2020, a Transaction in the amount of a \$50.00 Payment was made on the above referenced Account **in ERROR** – i.e. reasonable mind may conclude Regions' Teller upon receipt of my correspondence handled the transaction in accordance to Regions' Policies, Practices and/or Procedures [BILLING RIGHTS SUMMARY, etc].
- The Record evidence will support that on September 14, 2020, doing my own investigation into where my Check 1670 \$65.97 payment was applied, Regions' **Financial Relationship Sr. Consultant Carla Johnston** ("Johnston") provided me with a printout which reflected a \$50.00 payment on 08/24/20, which should have been for \$65.97.

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 08F78
 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

- c) Upon checking my Bank Statement in the above referenced Regions Account, Johnston was concerned that neither a \$50.00 payment nor the \$65.97 payment is reflected on 08/24/20.



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

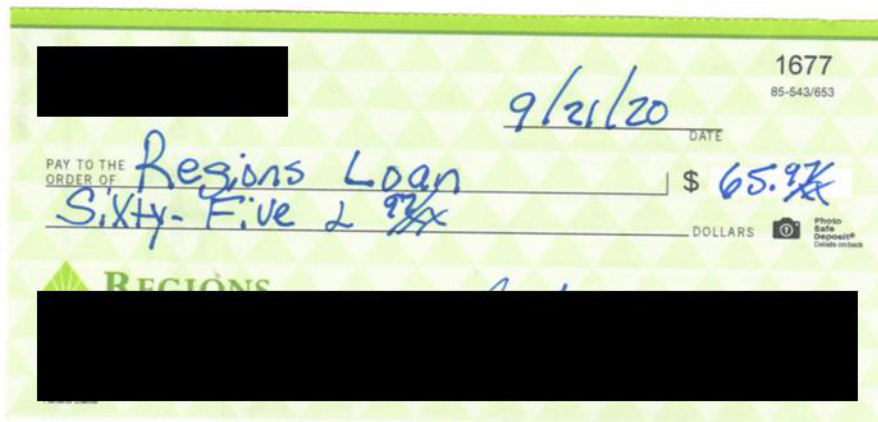
PD08-24-2020 12:57P #194
 MS1241 # [REDACTED]
 REG PMT \$50.00



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.

- d) On September 21, 2020, I submitted another "CONTESTED" payment using **Check No. 1677** in the amount of \$65.97.



Post Office Box 1984
Birmingham, Alabama 35201 See Important Renewal Information on the back of this Statement For questions please call 1-800-231-7493. Please see reverse side for important information.

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	09/25/20
NEW BALANCE	\$485.37
MINIMUM PAYMENT	\$65.97

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

AMOUNT ENCLOSED \$

- e) Upon making my "CONTESTED" Payment, Regions Teller provided me with a receipt showing the 09/21/20 payment for \$65.97.



- f) Upon making the 09/21/20 "CONTESTED" Payment, I advised the Teller my wanting to speak with Johnston. The Teller advised Johnston was not in; therefore, I waited to speak with the Branch Manager. Branch Manager/Vice President Leigh Anne Cheatham met with me. I provided her with the "HAND DELIVERY" of the original of my September 21, 2020, correspondence regarding:

**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**

I followed up with this "HAND DELIVERY" with NOTIFICATION via Facsimile and Email.

Type	Sent	To	Length		Status
Fax	9/21/2020 6:27:55 PM	(205) 307-4130	1 Page	REGIONS BANK/John M Turner Jr/Pierce	Sent
Fax	9/21/2020 6:25:44 PM	(202) :59	1 Page	NANCY PELOSI	Sent
Fax	9/21/2020 6:24:20 PM	(202) :44	1 Page	U.S. Solicitor General/Francisco	Sent
Fax	9/21/2020 6:21:03 PM	(205) 942-6136	1 Page	REGIONS BANK/John M Turner Jr/McCray	Sent
Fax	9/21/2020 6:19:53 PM	(601) 554-2846	1 Page	REGIONS BANK/John M. Turner Jr./Council	Sent
Fax	9/21/2020 6:18:27 PM	(202) :44	1 Page	U.S. Attorney/William Barr	Sent
Fax	9/21/2020 6:16:43 PM	(205) 264-5264	1 Page	REGIONS BANK/John M.	Sent
Fax	9/21/2020 6:16:43 PM	(601) 268-6411	1 Page	Turner Jr/Johnston/Cheatham	Sent
Fax	9/21/2020 6:14:49 PM	(205) 326-7767	1 Page	REGIONS BANK Brent Pyatt	Sent
Fax	9/21/2020 6:14:49 PM	(205) 264-5264	1 Page		Sent
Fax	9/21/2020 6:14:49 PM	(205) 326-5334	1 Page		Sent

FAX NOTIFICATION TO CHECK YOUR EMAIL

0 PAGES TO FOLLOW

(205) 264-5264 / (205) 326-5334 / (205) 326-7767

September 21, 2020

TO: Regions Bank d/b/a Regions Mortgage - brent.pyatt@regions.com
For DELIVERY To: Brent Pyatt. – Senior Vice President Collections Center

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]

FROM: [REDACTED]

This is to confirm that the above referenced document was "HAND DELIVERED" on today at a Local Branch to Leigh Anne Cheatham. A copy of this document is being emailed to you at the above email address.

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

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

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 on the back of this bill.

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

Date: 09/21/2020 [08:50:21 PM CDT]
From: [REDACTED]
To: RegionsBank: leigh.cheatham@regions.com, tamika.council@regions.com, kate.danella@regions.com, carla.johnston@regions.com, zonetta.mccray@regions.com, niekkia.pierce@regions.com, brent.pyatt@regions.com, teresa.rogers@regions.com, david.turner@regions.com;
Cc: [REDACTED] .gov>, USDO [REDACTED] website>
Subject: REGIONS BANK LOAN/ACCOUNT # [REDACTED] - RESPONSE TO REGIONS 09/09/20 and 09/05/20 CORRESPONDENCE. . .

RE: REGIONS BANK LOAN/ACCOUNT # [REDACTED]
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

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=8c6a6b8c5e67\[REDACTED\]](https://login.filesanywhere.com/fs/v.aspx?v=8c6a6b8c5e67[REDACTED])
- [https://drive.google.com/file/d/1isgflLeYTESV9Ts4mtsFvWBD6\[REDACTED\]](https://drive.google.com/file/d/1isgflLeYTESV9Ts4mtsFvWBD6[REDACTED])

g) On September 25, 2020 (date that 09/25/20 minimum payment due), I returned to Regions to obtain a copy of my Bank Statement to verify my belief – i.e. that Regions **FAILED to post** my August 24, 2020 payment because of the **"CONTESTED PAYMENT"** provided on Check No. 1670! Sure enough, **Check No. 1677 in the amount of \$65.97** provided on September 21, 2020, provided for my 09/25/20 payment for the above referenced Account **was POSTED on 09/21/20, and SHOWING on my Bank Statement!**



Date: 09/25/2020
 Time: 12:12 PM
 Branch: ARBOR

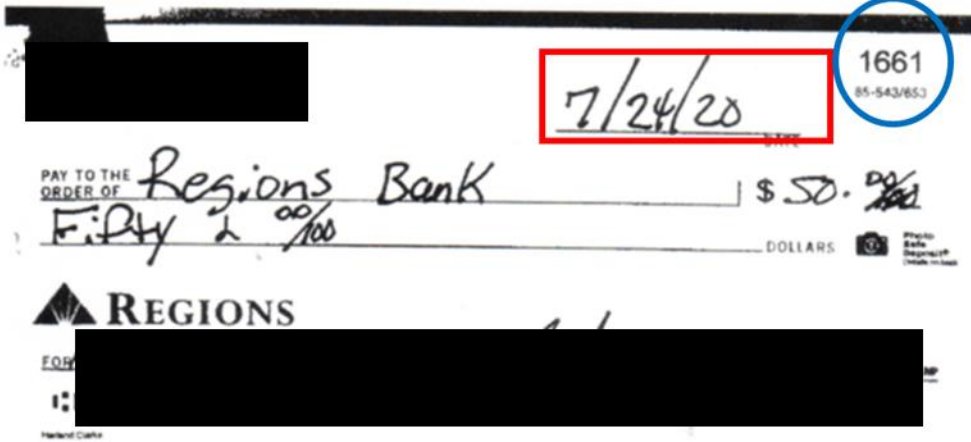
Transactions

Account Number: [REDACTED]
 Branch of Account: 01246-ARBOR

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

<u>Proc. Date</u>	<u>Amount</u>	<u>Serial Number</u>	<u>Tran Code</u>	<u>Description</u>	<u>D/C</u>	<u>Source</u>	<u>Running Balance</u>
09/24/20	7.86	8009162872	0140				
09/23/20	62.61	7008207532	0140				
09/23/20	18.59	7008207530	0140				
09/21/20	14.78	5033100447	0165				
09/21/20	31.53	5008482850	0165				
09/21/20	116.83	5014330325	0140				
09/21/20	65.97	1677	0070	CHECK			
09/18/20	9.50	2011834763	0165				

- h) During my September 25, 2020, visit to Regions, I spoke with **Financial Relationship Consultant** Phillip Coats and we were able to discover that instead of Regions applying my Check No. 1670 in the amount of \$65.97, that **Check No. 1661** (provided on 07/24/20 in the above referenced Account) **was REUSED** for my 08/24/20 payment in the above referenced Account as SUPPORTED by the following printouts that were provided to me.



20200724124114177002 07 1607

Regions Bank >062000019<

20200724124114177002 07 1607
Regions Bank >062000019<

Posting Date	Jul 24 2020
DB/CR	D
Amount	\$50.00
Item Bank	1
Account	183634304
Check No	1661
Posting Seq No	3000296624
Business Unit Seq No	124114177002

<http://wpiaweb02.corp.rgbk.com/inquiry/page/itemprint.jsp?BEANNAME=ArchiveItemLi...> 9/25/2020

- i) According to Regions Records, my **Check No. 1661** was provided as my "CONTESTED PAYMENT" **on July 24, 2020**, along with the payment coupon reflecting "PAYMENT DUE DATE 07/25/20" POSTED on 07/24/20, and is reflected on my Bank Statement. Regions provided me with a "CUSTOMER RECEIPT" **to also support the 07/24/20 payment!**



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

Transactions

Account Number: [REDACTED]

Customer Receipt Thank You for your Banking Business

Branch of Account:

FD07-24-2020 4:08P #200
 MS124 [REDACTED]
 REG PMT \$50.00

Current Posted Balance:

Outstanding Transactions:

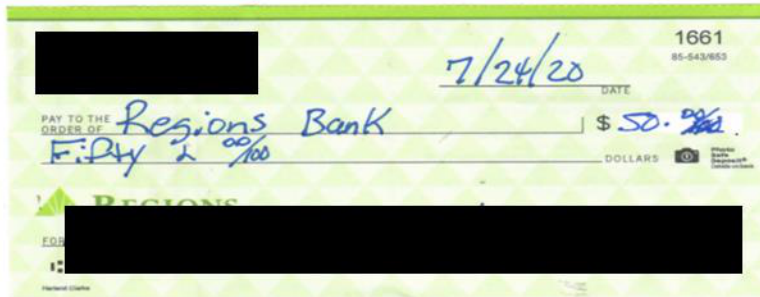
Available Balance

Standard Overdraft Coverage / Regions Overdraft Protection:



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.

See Important Renewal Information on the back of this Statement

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

ACCOUNT NUMBER [REDACTED]

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

AMOUNT ENCLOSED \$ [REDACTED]

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

j) **On September 25, 2020**, during my inquiry into *the disappearance* of my Check 1670 **provided to Regions' Teller**, Phillip Coats brought to my attention that, according the printout regarding my August 24, 2020 payment in the above referenced Account, Regions **REAPPLIED** the **"ALREADY" PROCESSED** Check No. 1661 and provided me with EVIDENCE to support this UNLAWFUL Transaction! Coats noting **this ERROR** and questioning **"HOW" such a mistake could happen** – i.e. application of a Check used for July 24, 2020 payment being used of 08/24/20 payment – **he took the information to Branch Manager Teresa Rogers ("Rogers")** and shared this with her. Rogers advised me that they are going to have to investigate this matter to see what happened. She took a photocopy of the documents Coats provided her and gave me copies for my records.

Page 1 of 1

20200824124114185095 07 1257
Regions Bank >062000019<

20200824124114185095 07 1257
<Regions Bank >062000019<

Posting Date	Aug 24 2020
DB/CR	D
Amount	\$50.00
Item Bank	1
Account	183634304
Check No	1661
Posting Seq No	3600426029
Business Unit Seq No	124114185095

<http://wpiaweb02.corp.rgbc.com/inquiry/page/itemprint.jsp?BEANNAME=ArchiveItemLi...> 9/25/2020

As of to date, Regions **has REFUSED** as well as **has FAILED to acknowledge** my written August 24, 2020 Complaint of “CONTESTED” Payment(s). As recent as September 21, 2020, I brought to Regions’ attention its FAILURE to acknowledge my August 24, 2020 Complaint and previous submittals. I am **not liable** for the disputed charge of \$15.97 that is appearing in my monthly statements in the above referenced Account. **Regions records and my records WILL reflect that (as to date) I have NEVER been later in payments submitted in the above referenced Account!**

You **are not** liable for the disputed charge from the time you notify the credit card issuer of the error until the matter is resolved. **Finance charges (interest or late fees) may not be assessed on the disputed amount.** Finance charges may be assessed later if the charge is found to be valid. **You must, however, pay the undisputed portion** of your bill by the due date to avoid interest and late charges on that portion of your bill.

THE RECORD EVIDENCE WILL FURTHER SUPPORT: Although I am **NOT** liable for the disputed “LATE” charge of \$15.97. Regions **in RETALIATION** to my filing monthly complaints with each statement, has RETALIATED and has resorted to CRIMINAL acts, MANIPULATING Bank Records to create FRIVOLOUS charges/fees for purposes of **EXTORTION of monies** and other reasons known to Regions **to FINANCIALLY PROFIT!** Regions records will also support that it **is applying “LATE FEES”** on the disputed amount (\$15.97) brought to its attention that I have been paying (although disputed) out of concerns of Regions RETALIATING against me and believing my being entitled to REFUNDING, REIMBURSEMENT and RELIEF for the damages/injuries am being subjected to and continue to suffer from.

If a credit card company fails to comply with this procedure, **it forfeits its right to collect on the disputed debt and also forfeits any finance charge** attributable to the disputed charge to a maximum of \$50.

THE RECORD EVIDENCE WILL FURTHER SUPPORT: Regions has failed to comply NOT ONLY with its Policies, Practices and Procedures [“BILLING RIGHTS SUMMARY,” etc]; but also has FAILED TO COMPLY with the “TRUTH-In-Lending Act” and other Statutes/Laws governing such matters, and, therefore, Regions has forfeited its right to collect on any disputed debt alleged (which is FRIVOLOUS and cannot be substantiated) and also FORFEITS any finance charge(s) to the allege disputed charge claimed in the above referenced Account!

3. **On 09/22/20**, Regions **Senior Vice President** Brent Pyatt in their **Collections Center** did generate correspondence which states in part:

Notice of suspension of future credit privileges associated with your line of credit loan ("LOC") from Regions Bank, account number ending in [REDACTED] (the "Account").

with KNOWLEDGE that he and Regions were engaging in criminal acts **(in violation of the TILA and other Statutes/Laws governing this matters)** in the **"suspension of future credit privileges"** associated with my line of credit ("LOC") regarding the above referenced Account **"ending in [REDACTED]."**

4. On September 25, 2020, Regions' **Financial Relationship Consultant** Phillip Coats, upon reviewing documents was able to **quickly see Regions' ERROR** in REUSING an **ALREADY processed** Check No. 1661 **TWICE!** However, here, a reasonable mind is supposed to believe that the **"SENIOR"** Vice President of Regions' Collection Center Brent Pyatt could not see the SAME error(s) Coats was able to find and the record evidence supports! Nevertheless, Pyatt in his 09/22/20 correspondence, states in part:

"Because of your default(s), the Account is delinquent. We have therefore suspended your credit privileges and will not make any further advances to you under the LOC until the outstanding delinquency (the "Delinquency") is paid in full."

Thus, concluding that such Schemes/Scams as that used in **INSTRUCTING** Regions' Teller to engage in **CRIMINAL** practices (**processing payment** for \$50.00 under a certain Code and provide me with a Receipt **with KNOWLEDGE** my Check No. 1670 **had been RECEIVED and DESTROYED** for purposes of **COVERING UP** receipt of Check **NOTING "CONTESTED PAYMENT"**) **authorized from the EXECUTIVE Level and SENIOR Levels of Management** – i.e. as that by Regions SENIOR Vice President Brent Pyatt in the Collections Center. Said **VIOLATION(S)** that the Consumer Financial Protection Bureau ("CFPB") has addressed in the past; however, from the **EVIDENCE** provided in this instant correspondence, previous **REPORTING** of such unlawful and criminal acts as well as **MULTI-MILLION Settlements, FINES, etc.**, the **EVIDENCE** and Regions **WELL-ESTABLISHED Pattern-Of-Practices** support that its **EXECUTIVES** as well as **SENIOR Level Officials**, have **FAILED** (as it appears from **EVIDENCE**) and **THRIVES** on continuing down their paths of **CRIMINALITY!**

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*. - - *U.S. v. Jimenez Recio*, 123 S.Ct. 819 (2003) - - As of 09/28/20:

<https://www.everycrsreport.com/reports/R41223.html>



Federal Conspiracy Law: A Brief Overview

Updated April 3, 2020

Introduction

“Almost every headline-grabbing prosecution has involved a conspiracy charge.”¹ Terrorists, drug traffickers, mafia members, and corrupt corporate executives have one thing in common: most are conspirators subject to federal prosecution.² Federal conspiracy laws rest on the belief that criminal schemes are equally or more reprehensible than are the substantive offenses to which they are devoted. The Supreme Court has explained that a “collective criminal agreement—[a] partnership in crime—presents a greater potential threat to the public than individual delicts. Concerted action both increases the likelihood that the criminal object will be successfully attained and decreases the probability that the individuals involved will depart from their path of criminality.”³ Moreover, observed the Court, “[g]roup association for criminal purposes often, if not normally, makes possible the attainment of ends more complex than those which one criminal could accomplish. Nor is the danger of a conspiratorial group limited to the particular end toward which it has embarked.”⁴ Finally, “[c]ombination in crime makes more likely the commission of crimes unrelated to the original purpose for which the group was formed.”⁵ In sum, “the danger which a conspiracy generates is not confined to the substantive offense which is the immediate aim of the enterprise.”⁶ Congress and the courts have fashioned federal conspiracy law accordingly.⁷

5. There is EVIDENCE in Regions' and my records to support that on 08/24/20: **(a)** Regions received my Check No. 1670 in the amount of \$65.97 for the MINIMUM PAYMENT charged; **(b)** Regions took my 08/24/20 Check payment for \$65.97; however, only provided payment for \$50.00 and **(under the DIRECTION of Executive Level and/or SENIOR Level Officials, etc.), did KNOWINGLY withhold \$15.97 of payment for purposes of such CONSPIRACIES to EXTORT monies from me masked as "LATE FEES!"** In other words, "CHARGING Late Fees with knowledge of 'FULL PAYMENT' receive on the MINIMUM PAYMENT demanded" – i.e. violations Regions having KNOWLEDGE (through findings of the CFPB, United States Department of Justice ("USDOJ") Investigations, Lawsuits, Settlements, Fines, etc.) are being committed. In support of this statement, please see the information and evidence contained in this instant correspondence as well as previous and the following (as of 09/28/20) may be found at the following Link and is attached:
<https://www.consumerfinance.gov/about-us/newsroom/prepared-remarks-of-cfpb-deputy-enforcement-director-cara-petersen-on-the-regions-bank-enforcement-action-press-call/>



Submit a Complaint

Prepared Remarks of CFPB Deputy Enforcement Director Cara Petersen on the Regions Bank Enforcement Action Press Call

By Richard Cordray - APR 28, 2015

Today the Consumer Financial Protection Bureau is taking its first enforcement action under the federal rules that protect consumers against illegal overdraft fees by their banks. We are taking action against Alabama-based Regions Bank for failing to ask consumers if they wanted overdraft service before charging them fees for this service. Regions amplified this harm by letting it drag on for almost an additional year after the bank first discovered the violation. The bank also charged overdraft and non-sufficient funds fees on its deposit advance product despite claims that it would not do so. In the end, hundreds of thousands of consumers paid at least \$49 million in illegal charges.

Regions said it would not charge overdraft or non-sufficient funds fees when its customers made repayments on its Ready Advance loans. But the bank did, in fact, assess such fees in instances where it collected payment from the consumer's checking account and caused the balance to drop below zero. Charging such fees in addition to collecting its payments was contrary to its description of how these loans worked. At various times from November 2011 until August 2013, the company charged non-sufficient funds fees and overdraft charges of nearly \$2 million to tens of thousands of its deposit advance customers.

Regions has already refunded \$49 million to consumers. Today's order requires Regions Bank to ensure that all remaining customers get their money back if they were wrongfully charged fees. The bank also must pay a fine of \$7.5 million for the violations. And, it is worth noting, Regions' conduct would have warranted an even stiffer penalty if it had not voluntarily refunded consumers and promptly self-reported this problem to the Bureau once it was brought to the attention of senior management. Any consumers who had their credit harmed as a result of the violations will also get their credit records straightened out.

6. Regions' and Pyatt's 09/22/20 correspondence will also support that EXECUTIVE and/or SENIOR Level Officials **having KNOWLEDGE** of the 08/24/20 ERROR in the processing of my Payment (if the Teller was not handling in compliance with Regions Policies, Practices and Procedures [BILL RIGHTS SUMMARY, etc.] regarding contested payments); however, CONSPIRED to engage in CRIMINAL acts upon seeing the additional steps (i.e. application of "CONTESTED PAYMENT" posted on Check No. 1670) taken by me to express my objection and contesting of payment, to seek ways to **EXTORT** monies from me with KNOWLEDGE that my 08/24/20 **TIMELY payment (NOT due until 08/25/20)** was received! Nevertheless, Regions and Pyatt states in part:

As of the date of this letter, the Delinquency totals \$50.97, which consists of the past-due payment in the amount of \$15.97 and late charges in the amount of \$35.00. Please remit your payment...

ACCOUNT NUMBER: [REDACTED]
STATEMENT PERIOD: 08/01/20 - 08/31/20
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.

7. Regions and Pyatt's 09/22/20 correspondence further states in part:

Unless you are otherwise notified, your credit privileges will be automatically reinstated after we receive your payment of the Delinquency . .

EVIDENCE to support acts are being done with *CRIMINAL intent, forethought, malice, deception, deceit, willful, etc.* for purposes of **causing an adverse impact on my credit** and other reasons known to Regions and Payatt! In further support of this statement, **attached are** Regions and Pyatt's 09/05/20 and 09/09/20 correspondence and are incorporated by reference as if set forth in full herein.

8. I believe that (according to the Consumer Financial Protection Bureau) there is EVIDENCE of Regions' ability to **MANIPULATE** and PROGRAM their Banking System to generate transactions (i.e. REUSING Checks presented – as in the handling of my 08/24/20 payment) wherein it REJECTS the payment presented by the Customer, INPUTS a previously presented check for a LOWER amount than the MINIMUM PAYMENT so that their MANIPULATED processes GENERATE "LATE FEES!"



CFPB Fines Regions Bank \$7.5 Million for Unlawful Overdraft Practices

APR 28, 2015

- **Delayed fixing the violation until almost a year after discovering it:** Thirteen months after the opt-in rule's mandatory compliance date, an internal review by the bank found that linked-account overdraft fees violated the rule. But Regions failed to stop the charges for almost another year. It was not until April 2012 that the compliance department brought the violation to the attention of senior executives, who then reported the error to the Bureau. **Regions reprogrammed its systems** to stop charging the unauthorized fees in June 2012. In early 2015, the bank discovered additional accounts that had been charged unauthorized fees.
- **Misrepresented overdraft and non-sufficient funds fees related to its deposit advance product:** Regions charged overdraft and non-sufficient funds fees with its deposit advance product, called Regions Ready Advance, despite claiming it would not. Specifically, if the bank collected payment from the consumer's checking account and the payment was higher than the amount available in the account, it would cause the consumer's balance to drop below zero. When that happened, the bank would either cover the transaction and charge an overdraft fee or **reject its own transaction and charge a non-sufficient funds fee.** At various times from November 2011 until August 2013, the bank charged non-sufficient funds fees and overdraft charges of about \$1.9 million to more than 36,000 customers.

II. REMINDER 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.

The image shows two identical Domestic Return Receipt forms (PS Form 3811) side-by-side. Each form is divided into two main sections: 'SENDER: COMPLETE THIS SECTION' and 'COMPLETE THIS SECTION ON DELIVERY'.
 The left form's 'SENDER' section includes the address: Office Of The Solicitor General, United States Department of Justice, c/o Noel Francisco, 950 Pennsylvania Avenue, NW #5143, Washington, DC 20530. The 'COMPLETE THIS SECTION ON DELIVERY' section shows a signature, a date of delivery of 8/23/20, and several service type checkboxes, including 'Registered Mail' and 'Signature Confirmation'.
 The right form's 'SENDER' section includes the address: Regions Bank, C.F.O. David J. Turner, Jr., 1900 Fifth Avenue North, Birmingham, AL 35203. The 'COMPLETE THIS SECTION ON DELIVERY' section shows a signature, a date of delivery of 8/23/20, and similar service type checkboxes.
 Both forms include a barcode and a tracking number (9590 9402 3776 8032 7974 50).

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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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.



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

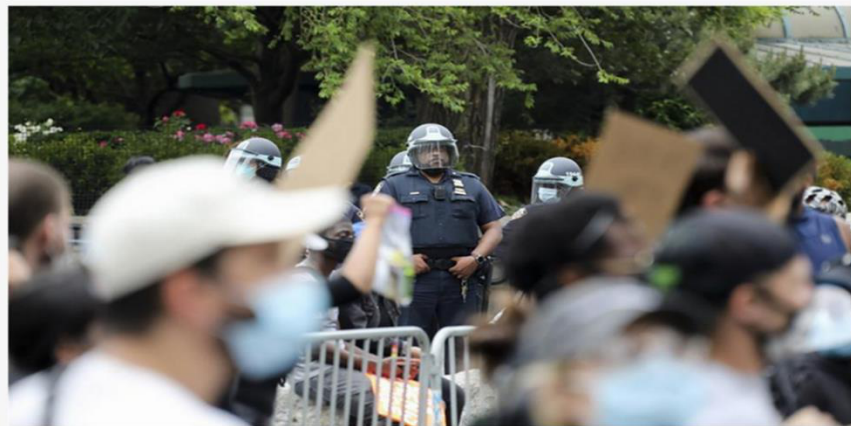


Wednesday, 17 June 2020 5:17 AM [Last Update: Wednesday, 17 June 2020 6:47 AM]



Black domestic workers in US fear losing homes due to unemployment

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



III. REGIONS' CONTINUED ATTEMPTS TO EXTORT MONIES DISGUISED AS FEES

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' 09/22/20, 09/09/20 and 09/05/20 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 09/22/20, 09/09/20 and 09/05/20, 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 09/22/20, 09/09/20, and 09/05/20 correspondence asserting "Delinquent," "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. . .

IV. NOTICE OF INTENT TO REPORT REGIONS TO CONSUMER FINANCIAL PROTECTION BUREAU

PLEASE TAKE NOTICE: For the reasons set forth in this instant correspondence and previous, regarding the above referenced Account, and *from information obtained through Research into such matters and finding that the Consumer Financial Protection Bureau (“CFPB”) has had to bring lawful actions against Regions for criminal acts similar to what I am reporting to Regions and others, **DUE TO REGIONS FAILURE and INABILITY to resolve the issues raised in my complaints**, through this instant correspondence, the CFPB is hereby **NOTIFIED of the Complaint(s) I intend to bring to EXPOSE Regions’ NEGLIGENCE and WILLFUL engagement in continuing on such a DESTRUCTIVE course and PATH of CRIMINALITY** that has proven to be a THREAT to the Peace, Safety and Security to its Consumers and the Public-At-Large, etc.* In further support of my intent to bring my matters before the CFPB, in a Newsroom release on or about April 28, 2015, the CFPB published through a document entitled, “CFPB Fines Regions Bank \$7.5 Million for Unlawful Overdraft Practices”

9. The CFPB’s authority – pursuant to the Dodd-Frank Act – ***“to take action against institutions violating federal consumer financial laws, including by engaging in unfair, deceptive, or abusive acts or practices.”*** Going on to find that, ***“Regions Bank violated the Electronic Fund Transfer Act and the Consumer Financial Protection Act of 2010.”***

10. I believe that the EVIDENCE will support Regions **INCOMPETENCE and INABILITY** to resolve issues (as those raised by me) without enforcement agencies due to Regions' DETERMINATION to DESTROY and RUIN the CREDIT of Consumers (as being done to me) who have **NEVER had a DELINQUENT payment, etc.**; nevertheless, Regions has **"suspended"** CREDIT privileges as noted in its 09/22/20 correspondence.

*"Because of your default(s), the Account is delinquent. We have therefore **suspended your credit privileges** and will not make any further advances to you under the LOC until the outstanding delinquency (the "Delinquency") is paid in full." – See 09/22/20 correspondence attached.*

[← Newsroom](#)



CFPB Fines Regions Bank \$7.5 Million for Unlawful Overdraft Practices

APR 28, 2015

Enforcement Action

Under the Dodd-Frank Act, the CFPB has the authority to take action against institutions violating federal consumer financial laws, including by engaging in unfair, deceptive, or abusive acts or practices. Regions Bank violated the Electronic Fund Transfer Act and the Consumer Financial Protection Act of 2010. The CFPB's order requires that Regions Bank:

- **Provide refunds to all remaining affected consumers:** Regions Bank voluntarily reimbursed approximately 200,000 consumers a total of nearly \$35 million in December 2012 for the illegal overdraft fees. After the Bureau alerted the bank to more affected consumers, Regions returned an additional \$12.8 million in December 2013. In January 2015, the bank identified even more affected consumers and is now required to provide them with a full refund. Under the terms of the consent order filed today, Regions must hire an independent consultant to identify all remaining consumers who were charged the illegal fees. Regions will return these fees to consumers, if not already refunded. If the consumers have a current account with the bank, they will receive a credit to their account. For closed or inactive accounts, Regions will send a check to the affected consumers.
- **Correct errors on credit reports:** Regions must identify and fix all instances of negative credit reporting resulting from the unlawful fees.
- **Pay a \$7.5 million fine:** Regions will make a \$7.5 million penalty payment to the CFPB's Civil Penalty Fund. Regions' violations and its delay in escalating them to senior executives and correcting the errors could have justified a larger penalty, but the Bureau credited Regions for making reimbursements to consumers and promptly self-reporting these issues to the Bureau once they were brought to the attention of senior management.

See the CFPB's April 28, 2015 Newsroom release at the following LINK and is attached hereto:

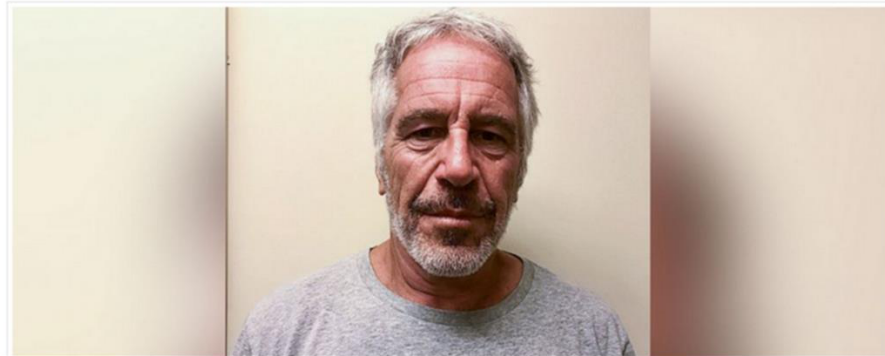
<https://www.consumerfinance.gov/about-us/newsroom/cfpb-fines-regions-bank-7-5-million-for-unlawful-overdraft-practices/>

V. REITERATION 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.)





David Brickman

**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
kaddress@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;**

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Industry Focus: Financial Services

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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/>

11. My Research has found that pursuant to 18 U.S.C. § 215(a)(2), the United States Department of Justice must prove:

a) *an act of soliciting or accepting something of value by an officer or employee of a financial institution;*

wherein, NOT only do Regions and my records reflect “monthly soliciting” of payments and monies from me in the above reference Account; moreover, said solicitations, threats, etc. are coming from a Financial Institution (Regions Bank) from EXECUTIVE and/or SENIOR Officials (as Brent Pyatt); but have ESCALATED their Extortion, Bribery and Racketeering Schemes/Scams as evidence through Pyatt’s 09/22/20, 09/09/20 and 09/05/20 correspondence!

b) *done knowingly, willfully, and corruptly;*

Regions’ and Pyatt’s criminal acts and/or practices **are being done knowingly, willfully and corruptly** as PROVEN through EVIDENCE presented in this instant correspondence as well as previous; moreover, through findings and settlements through the Consumer Financial Protection Bureau as well as Legal brought by the United States Department of Justice against Regions!

c) *with the intent to be influenced or rewarded;* and

It appears Regions has well established a Racketeering Scheme/Scams (as that being used in the above referenced Account) with the intent to influence as well as be rewarded for criminal acts being carried out against Consumers – i.e. in that Investigations, Regions’ records and Enforcement Agencies’ records provide EVIDENCE of **“HOW” Regions stands to FINANCIALLY PROFIT** from such Bribery/Extortion Schemes and Scams, etc.

d) *in connection with any business or transaction of such institution.*

This instant correspondence as well as previous will support that I have presented EVIDENCE to support the “connection” with the 08/24/20 business and/or transaction with Regions that has resulted in the launching of the EXTORTION, BRIBERY and other Schemes/Scams being carried out against me and its EXECUTIVE/SENIOR Officials’ roles in such “BANK BRIBERY” criminal acts reported through “The United States Department of Justice Archives.”



833. ELEMENTS OF BANK BRIBERY (18 U.S.C. § 215)

There are four basic elements of the offense proscribed by 18 U.S.C. § 215. Under 18 U.S.C. § 215(a)(1), the government must prove (1) an act of giving or offering something of value to a person; (2) done knowingly, willfully and corruptly; (3) with intent to influence or reward a bank officer or employee of a financial institution; and (4) in connection with any business or transaction of such institution. Under 18 U.S.C. § 215(a)(2), the government must prove (1) an act of soliciting or accepting something of value by an officer or employee of a financial institution; (2) done knowingly, willfully, and corruptly; (3) with the intent to be influenced or rewarded; and (4) in connection with any business or transaction of such institution.

[cited in JM 9-40.000]

As of 09/28/20: <https://www.justice.gov/archives/jm/criminal-resource-manual-833-elements-bank-bribery-18-usc-215>

12. According to my Research, **NOT ONLY** are such matters addressed in my complaints regarding the above referenced Account **within the Consumer Financial Protection Bureau's jurisdiction and ENFORCEMENT responsibilities** - - -

The screenshot shows the Department of Justice website. At the top, there is a search bar and navigation links: ABOUT, OUR AGENCY, PRIORITIES, NEWS, RESOURCES, CAREERS, CONTACT. Below the navigation is a breadcrumb trail: Home » Elder Justice Initiative (EJI). There is a 'SHARE' button and a link to 'en Español'. The main heading is 'CREDIT CARD, BANK, LOAN ISSUES'. Below this is a section titled 'Financial Service Providers' with the text: 'The Consumer Financial Protection Bureau (CFPB) handles complaints on these types of consumer financial products:'. There are two columns of bulleted items:

- Credit cards
- Mortgages
- Student loans
- Consumer loans
- Bank accounts and services
- Credit reporting
- Money transfers

- Debt collection
- Payday loans
- Prepaid, credit repair and debt settlement services, and title and pawn loans
- Virtual currency
- Marketplace lending

As of 09/28/20: <https://www.justice.gov/elderjustice/banking-fraud>

the ENTRY and MANIPULATION of payments (as Regions did with my 08/24/20 payment in the above referenced Account) is within the jurisdiction and authority of the United States Department of Justice to handle and PROSECUTE, etc. Regions for pursuit to **18 U.S.C. § 1005: Bank Entries, Reports and Transactions** and other Statutes/Laws governing said matters which states in part:

Whoever, being an officer, director, agent or employee of any Federal Reserve bank, member bank. . .

Whoever makes any false entry in any book, report, or statement of such bank. . . with intent to injure or defraud . . . any individual person . . .

*Shall be fined not more than **\$1,000,000** or imprisoned not more than **30 years**, or both.*

18 U.S. Code § 1005. Bank entries, reports and transactions

U.S. Code Notes

[prev](#) | [next](#)

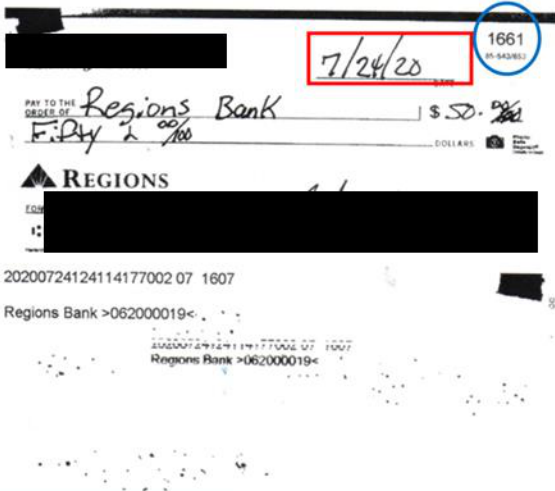
Whoever, being an officer, director, agent or employee of any Federal Reserve bank, member bank, [depository institution holding company](#), national bank, insured bank, [branch or agency of a foreign bank](#), or organization operating under section 25 or section 25(a)^[1] of the [Federal Reserve Act](#), without authority from the directors of such bank, branch, agency, or organization or company, issues or puts in circulation any notes of such bank, branch, agency, or organization or company; or

Whoever makes any false entry in any book, report, or statement of such bank, company, branch, agency, or organization with intent to injure or defraud such bank, company, branch, agency, or organization, or any other company, body politic or corporate, or any individual person, or to deceive any officer of such bank, company, branch, agency, or organization, or the Comptroller of the Currency, or the Federal Deposit Insurance Corporation, or any agent or examiner appointed to examine the affairs of such bank, company, branch, agency, or organization, or the Board of Governors of the Federal Reserve System; or

Whoever with intent to defraud the United States or any agency thereof, or any financial institution referred to in this section, participates or shares in or receives (directly or indirectly) any money, profit, property, or benefits through any transaction, loan, commission, contract, or any other act of any such financial institution—

Shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.

Nevertheless, here we are because Regions did KNOWINGLY with WILLFUL and MALICIOUS intent and other reasons known to Regions, elect to make "FALSE" Entry(s) to COVER UP my 08/24/20 Check No. 1670 Payment in the amount of \$65.97.



Posting Date	Jul 24 2020
DB/CR	D
Amount	\$50.00
Item Bank	1
Account	183634304
Check No	1661
Posting Seq No	3000296624
Business Unit Seq No	124114177002

Posting Date	Aug 24 2020
DB/CR	D
Amount	\$50.00
Item Bank	1
Account	183634304
Check No	1661
Posting Seq No	3600426029
Business Unit Seq No	124114185095

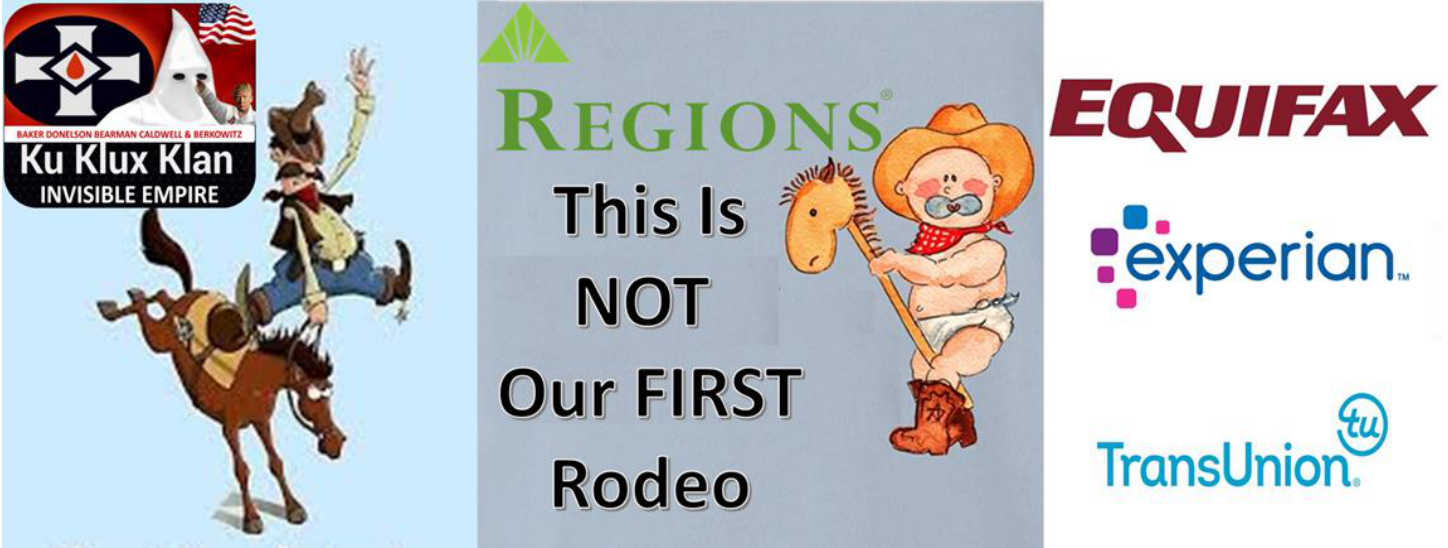
<http://wpiaweb02.corp.rgbc.com/inquiry/page/itemprint.jsp?BEANNAME=ArchiveltemLi...> 9/25/2020

<http://wpiaweb02.corp.rgbc.com/inquiry/page/itemprint.jsp?BEANNAME=ArchiveltemLi...> 9/25/2020




Brent Pyatt
Regions Bank SENIOR Vice President
Collections Center

and, as EVIDENCED by Regions 09/22/20, 09/09/20 and 09/05/20, EXECUTIVE and/or SENIOR Level Officials (it appears) Brent Pyatt has been given Regions APPROVAL and BLESSINGS to proceed through such Racketeering Schemes/Scams to EXTORT monies through "ALL MEANS NECESSARY" to bring in ILL-GOTTEN FINANCIAL Gains that adversely impact Consumers (as myself) and presents THREATS to our Peace, Safety, Wellbeing and Security, etc.



13. No, according to my Research, this **is NOT** Regions FIRST Rodeo. NEITHER are such CRIMINAL practices of Regions NEW to the Consumer Finance Protection Bureau or the United States Department of Justice! In fact, my Research found where Regions AGREED to “Pay 52.4 Million to Resolve Alleged False Claims Act Liability...” as reported on September 13, 2016, by the USDOJ!



THE UNITED STATES
DEPARTMENT of JUSTICE

JUSTICE NEWS

Department of Justice
Office of Public Affairs

FOR IMMEDIATE RELEASE Tuesday, September 13, 2016

Regions Bank Agrees to Pay \$52.4 Million to Resolve Alleged False Claims Act Liability Arising from FHA-Insured Mortgage Lending

Regions Bank (Regions) has agreed to pay \$52.4 million to the United States to resolve allegations that it violated the False Claims Act by knowingly originating and underwriting mortgage loans insured by the U.S. Department of Housing and Urban Development’s (HUD) Federal Housing Administration (FHA) that did not meet applicable requirements, the Department of Justice announced today. Regions is headquartered in Birmingham, Alabama.

As of 09/28/20: <https://www.justice.gov/opa/pr/regions-bank-agrees-pay-524-million-resolve-alleged-false-claims-act-liability-arising-fha>

14. Based on my Research and information provided me, I am confident that there is sufficient EVIDENCE to support CONFLICTS-OF-INTEREST addressed; moreover, EVIDENCE to support **“HOW”** Regions relies upon its Legal Counsel Baker Donelson Bearman Caldwell & Berkowitz **to engage in the “HACKING” of FINANCIAL Institution Accounts**, etc. and use such ACCESS to their Clients/Consumers’ INFORMATION for purposes of THEFT, EMBEZZLEMENT, EXTORTION, etc. as that in the handling of this matter. Then Regions’ Legal Counsel – i.e. **in PLAYING “BOTH SIDES” in such Racketeering Schemes/Scams** – attempts to ride in on a **“WHITE” Horse** alleging **to have SOLVED the CRIMINAL acts being used to FINANCE their Racketeering Empires, etc.**

BAKER DONELSON
BEARMAN, CALDWELL & BERKOWITZ, PC

ONE EASTOVER CENTER
100 VISION DRIVE, SUITE 400
JACKSON, MISSISSIPPI 39211

P.O. BOX 14167
JACKSON, MISSISSIPPI 39236

PHONE: 601.351.2400
FAX: 601.351.2424

www.bakerdonelson.com

BRAD C. MOODY
Direct Dial: 601.351.2420
Direct Fax: 601.592.2420
E-Mail Address: bmoody@bakerdonelson.com

November 4, 2019

Attorney General Gordon J. MacDonald
Office of New Hampshire Attorney General
Attn: Security Breach Notification
33 Capitol Street
Concord, NH 03301
DOJ-CPB@doj.nh.gov

Re: *Prisma Health - Midlands - Notice of Data Incident*

To place a security freeze on your credit report, contact each of the three major consumer reporting agencies using the contact information listed below:

3 MAJOR CREDIT BUREAUS / CONSUMER REPORTING AGENCIES

Equifax
P.O. Box 105788
Atlanta, GA 30348
1-800-525-6285
www.equifax.com

Experian
P.O. Box 9554
Allen, TX 75013
1-888-397-3742
www.experian.com

TransUnion
P.O. Box 2000
Chester, PA 19022
1-800-680-7289
www.transunion.com

VII. UPDATE OF GOOD-FAITH SETTLEMENT DEMANDS

For the reasons set forth above providing EVIDENCE of Regions KNOWLEDGE of its engagement in the Criminal Acts, SETTLEMENTS reported by the Consumer Financial Protection Bureau and United States Department of Justice, and Racketeering Schemes/Scams reported above and through previous correspondence, I, Apple Cider, in good faith, hereby provide this, my **UPDATE OF 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>
\$250,000	<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.

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.

\$300,000

Nonpecuniary Damages - 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 *psychological* "pain and suffering" as well as from any loss of amenities or expectations of life. ...

"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.

\$750,000

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.

\$200,000

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.

\$150,000

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.

\$125,000

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.

\$100,000

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.

\$200,000

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 28, 2020**, my demands will remain in place and, as advised, interest will be applied accordingly.

Please be advised that **after** October 28, 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. STATUS OF CHECK NO. 1670

This instant correspondence hereby serves to support my “**written**” demand that Regions explain to me (in WRITING) the status of my Check No. 1670 that was submitted as payment on 08/24/20, in the above referenced account. Moreover, that Regions provide me with **an EXPLANTION** for the “**FALSE**” entry on 08/24/20 in the amount of \$50.00 rather than for the \$65.97 Check No. 1670 tendered and Regions REUSING Check No. 1661 to perpetrate a frivolous and FRAUDULENT payment on 08/24/20, in the above referenced Account!

IX. DEMAND FOR RESPONSE, INFORMATION and “GOOD STANDING LETTER”

For the reasons set forth above and EVIDENCED in Regions 09/22/20, 09/09/20, and 09/05/20, 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 and “ALL” Credit issues and RESTORING of Credit PRIVILEGES “SUSPENDED” as implied from Regions’ correspondence dated 09/22/20 have been CORRECTED! Moreover, that “ALL” of Regions ERRORS resulting in the issuance of its 09/09/20 and 09/05/20 correspondence have been corrected, that were issued for purposes of causing injury/harm to my Reputation, Life, Livelihood, Peace, Security, Safety, and Wellbeing, etc. and other reasons known to Regions!

Through this instant correspondence, **PLEASE BE ADVISED** that I am demanding the following INFORMATION (if available) – i.e. however, not limited to this listing alone regarding Regions’ Collection Center’s Senior Vice President Brent Pyatt:

- (A) Foreign Registration Statement;**
- (B) Performance Bond; and**
- (C) Oath of Office**

PLEASE BE ADVISED: That if Regions and/or Pyatt asserts that this information is NOT available and/or is refusing to provide, the reason(s) for refusal.

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 applecider@bubblegum.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 **28th** day of **September, 2020**.

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

Print Name: _____

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

Attachments:

09/22/20 Regions Correspondence
09/05/20 Regions Correspondence
09/09/20 Regions Correspondence

April 28, 2015 CFPB Newsroom Release - Prepared Remarks of CFPB Deputy Enforcement Director Cara Petersen on the Regions Bank Enforcement Action Press Conference

April 28, 2015 CFPB Newsroom Release - CFPB Fines Regions Bank \$7.5 Million for Unlawful Overdraft Practices



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

09/22/2020

RE: Notice of suspension of future credit privileges associated with your line of credit loan ("LOC") from Regions Bank, account number ending in [REDACTED] (the "Account")

Dear [REDACTED]

We are writing to inform you that you are in default of one or more terms of the LOC agreement (the "Agreement") including, but not limited to, your obligation to make regular payments when due. Because of your default(s), the Account is delinquent. We have therefore suspended your credit privileges and will not make any further advances to you under the LOC until the outstanding delinquency (the "Delinquency") is paid in full.

As of the date of this letter, the Delinquency totals \$50.97, which consists of the past-due payment in the amount of \$15.97 and late charges in the amount of \$35.00. Please remit your payment to:

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

Unless you are otherwise notified, your credit privileges will be automatically reinstated after we receive your payment of the Delinquency.

If you have any questions or concerns, please call us toll-free at 1-800-290-5358, Monday through Friday, from 8 a.m. until 4:30 p.m. Central Time. Thank you for your attention to this important matter.

Sincerely,

Brent Pyatt
Senior Vice President
Collections Center

Important Notices

Bankruptcy Notice. If you are currently a debtor in a bankruptcy case, a co-debtor in a Chapter 12 or Chapter 13 bankruptcy case or if you received a bankruptcy discharge associated with your loan and the loan was not reaffirmed or otherwise excepted from the discharge, this statement is being provided for informational purposes only and is not an attempt to collect, recover, or offset any discharged debt previously incurred by you. However, we reserve all rights and remedies under the security instrument, including the right to foreclose on the collateral subject to any applicable bankruptcy or other law.

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,

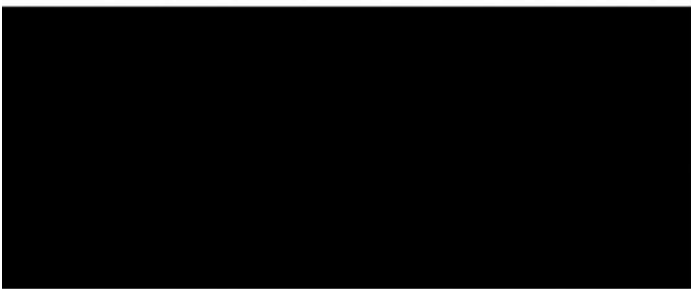
A handwritten signature in black ink that reads "Brent Pyatt".

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.



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.



[Submit a Complaint \(https://www.consumerfinance.gov/complaint/\)](https://www.consumerfinance.gov/complaint/)

Prepared Remarks of CFPB Deputy Enforcement Director Cara Petersen on the Regions Bank Enforcement Action Press Call

By Richard Cordray - APR 28, 2015

Today the Consumer Financial Protection Bureau is taking its first enforcement action under the federal rules that protect consumers against illegal overdraft fees by their banks. We are taking action against Alabama-based Regions Bank for failing to ask consumers if they wanted overdraft service before charging them fees for this service. Regions amplified this harm by letting it drag on for almost an additional year after the bank first discovered the violation. The bank also charged overdraft and non-sufficient funds fees on its deposit advance product despite claims that it would not do so. In the end, hundreds of thousands of consumers paid at least \$49 million in illegal charges.

The 2010 Federal Reserve overdraft “opt-in” rule is critically important. It prohibits depository institutions from charging an overdraft fee for ATM withdrawals and one-time debit card transactions unless the consumer has affirmatively “opted in.” The opt-in permission means that if consumers overspend their balance while using their debit card to make a purchase or withdraw cash from an ATM, the bank will cover the shortage with a temporary advance, in exchange for a fee. If consumers do not opt in, transactions are generally declined, with no fee.

When the rule was first implemented, Regions Bank did not apply it to situations when consumers had one Regions account linked to a second Regions account, such as a savings account or a line of credit. If a consumer exhausted their funds in their checking account, the bank would automatically dip into the second account or line of credit. But in

circumstances where the combined balance in both the checking account and linked account was not enough to cover the transaction, Regions would sometimes pay the transaction through its overdraft service and charge an overdraft fee of up to \$36. Yet Regions failed to obtain consumer consent from many of these customers for this overdraft service. This failure to get the required consumer permissions resulted in customers paying tens of millions of dollars in illegal overdraft fees.

To compound the problem, Regions Bank identified the violation but failed to channel that information to senior decision makers. The result was that the bank continued to charge consumers incorrectly for almost a year after it discovered the problem.

Regions also had a deposit advance product, called Regions Ready Advance, which led to a second violation. Deposit advance products are like payday loans; they typically are sold as a way to bridge a cash-flow shortage between paychecks or other income. Generally these loans are for small-dollar amounts and borrowers must repay them quickly by giving lenders access to their deposit accounts.

Regions said it would not charge overdraft or non-sufficient funds fees when its customers made repayments on its Ready Advance loans. But the bank did, in fact, assess such fees in instances where it collected payment from the consumer's checking account and caused the balance to drop below zero. Charging such fees in addition to collecting its payments was contrary to its description of how these loans worked. At various times from November 2011 until August 2013, the company charged non-sufficient funds fees and overdraft charges of nearly \$2 million to tens of thousands of its deposit advance customers.

Regions has already refunded \$49 million to consumers. Today's order requires Regions Bank to ensure that all remaining customers get their money back if they were wrongfully charged fees. The bank also must pay a fine of \$7.5 million for the violations. And, it is worth noting, Regions' conduct would have warranted an even stiffer penalty if it had not voluntarily refunded consumers and promptly self-reported this problem to the Bureau once it was brought to the attention of senior management. Any consumers who had their credit harmed as a result of the violations will also get their credit records straightened out.

At the Consumer Bureau, we take the issue of overdraft fees very seriously. In its original form, overdraft began as an occasional courtesy service for checks that would otherwise have been returned, but it has evolved over the years. By the time the opt-in rule was adopted in 2010, if a consumer overdrew his account, banks and credit unions often would cover the difference and generally charge a fee for that service. With the advent of debit cards, consumers started to use them instead of cash for more of their small or impulse purchases. And as banks and credit unions came to cover more of these transactions, they started assessing higher fees for doing so. Accordingly, overdraft started to become a significant source of the revenue generated from checking accounts. Today, even with the

opt-in rule in place, more than half of consumer checking account income comes from overdraft and similar fees.

Opting consumers into overdraft without their permission can be very expensive. In July 2014, the CFPB released its second report on overdraft that raised concerns about how consumers are being affected by overdraft practices. It confirmed that overdraft fees can pile up quickly on smaller debit card purchases, often for less than \$24, such as buying a quick meal or perhaps an impulse purchase at the mall. The study also found that, on average, opted-in accounts pay almost \$260 per year in overdraft and non-sufficient funds fees, compared to just over \$35 for non-opted-in accounts.

The 2010 opt-in rule made clear that consumer protection in this area is critical. That Regions Bank violated the law raises definite concerns worthy of note by all depository institutions. And their customers should rest assured that the Consumer Bureau is here to protect them when it comes to the hard-earned money they keep in their checking accounts. Thank you.

###

The Consumer Financial Protection Bureau is a 21st century agency that helps consumer finance markets work by making rules more effective, by consistently and fairly enforcing those rules, and by empowering consumers to take more control over their economic lives. For more information, visit [consumerfinance.gov](https://www.consumerfinance.gov/) (<https://www.consumerfinance.gov/>).

PRESS INFORMATION

If you want to republish the article or have questions about the content, please contact the press office.

[Go to press resources page \(https://www.consumerfinance.gov/about-us/newsroom/press-resources/\)](https://www.consumerfinance.gov/about-us/newsroom/press-resources/)

CFPB Fines Regions Bank \$7.5 Million for Unlawful Overdraft Practices

APR 28, 2015

Bank Refunds \$49 Million in Illegal Fees to Consumers Who Did Not Opt-In to Overdraft

WASHINGTON, D.C. – Today the Consumer Financial Protection Bureau (CFPB) took action against Regions Bank for charging overdraft fees to consumers who had not opted-in for overdraft coverage. The bank also charged overdraft and non-sufficient funds fees on its deposit advance product despite claims that it would not. Regions has already refunded hundreds of thousands of consumers approximately \$49 million in fees, and the consent order requires the bank to fully refund all remaining consumers. The Bureau also fined the company \$7.5 million for its illegal actions.

“Today the CFPB is taking its first enforcement action under the rules that protect consumers against illegal overdraft fees by their banks,” said CFPB Director Richard Cordray. “Regions Bank failed to ask consumers if they wanted overdraft service before charging them fees. In the end, hundreds of thousands of consumers paid at least \$49 million in illegal charges. We take the issue of overdraft fees very seriously and will be vigilant about making sure that consumers receive the protections they deserve.”

Regions Bank, headquartered in Birmingham, Alabama, operates approximately 1,700 retail branches and 2,000 ATMs across 16 states. It is one of the country's biggest banks with more than \$119 billion in assets. Among its various products and services, it has checking accounts and offers loans known as deposit advance products. With deposit advance products, the borrower authorizes the bank to claim repayment as soon as the next qualifying electronic deposit is received.

Regions offers overdraft services with its checking accounts. An overdraft can occur when consumers spend or withdraw more money from their checking accounts than is available. The financial institution can choose to cover the payment by advancing funds on the consumer's behalf, and generally charges a fixed overdraft fee for doing so. The institution can also choose to return the payment if it is a check, online bill payment, or direct debit, and then charge a non-sufficient funds fee. In recent years, most banks have adopted automated systems for making these decisions. These systems have contributed to the evolution of overdraft from an occasional courtesy to a significant source of industry revenues.

In 2010, federal rules took effect that prohibited banks and credit unions from charging overdraft fees on ATM and one-time debit card transactions unless consumers affirmatively opted in. If consumers don't opt-in, banks may decline the transaction, but won't charge a fee. The "opt-in" rule took effect in July 2010 for new accounts and August 2010 for existing accounts.

The Bureau found that Regions Bank:

- **Failed to obtain required opt-ins for certain consumers:** Regions allowed consumers to link their checking accounts to savings accounts or lines of credit. Once that link was established, funds from the linked account would automatically be transferred to cover a shortage in a consumer's checking account. Regions never provided customers with linked accounts an opportunity to opt in for overdraft. Because those consumers had not opted in, Regions could have simply declined ATM or one-time debit card transactions that exceeded the available balance in both the checking and linked accounts. Instead, the bank paid those transactions then charged its customers a fee of up to \$36. Those fees violated the opt-in rule.
- **Delayed fixing the violation until almost a year after discovering it:** Thirteen months after the opt-in rule's mandatory compliance date, an internal review by the bank found that linked-account overdraft fees violated the rule. But Regions failed to stop the charges for almost another year. It was not until April 2012 that the compliance department brought the violation to the attention of senior executives, who then reported the error to the Bureau. Regions reprogrammed its systems to stop charging the unauthorized fees in June 2012. In early 2015, the bank discovered additional accounts that had been charged unauthorized fees.
- **Misrepresented overdraft and non-sufficient funds fees related to its deposit advance product:** Regions charged overdraft and non-sufficient funds fees with its deposit advance product, called Regions Ready Advance, despite claiming it would not. Specifically, if the bank collected payment from the consumer's checking account and the payment was higher than the amount available in the account, it would cause the consumer's balance to

drop below zero. When that happened, the bank would either cover the transaction and charge an overdraft fee or reject its own transaction and charge a non-sufficient funds fee. At various times from November 2011 until August 2013, the bank charged non-sufficient funds fees and overdraft charges of about \$1.9 million to more than 36,000 customers.

Enforcement Action

Under the Dodd-Frank Act, the CFPB has the authority to take action against institutions violating federal consumer financial laws, including by engaging in unfair, deceptive, or abusive acts or practices. Regions Bank violated the Electronic Fund Transfer Act and the Consumer Financial Protection Act of 2010. The CFPB's order requires that Regions Bank:

- **Provide refunds to all remaining affected consumers:** Regions Bank voluntarily reimbursed approximately 200,000 consumers a total of nearly \$35 million in December 2012 for the illegal overdraft fees. After the Bureau alerted the bank to more affected consumers, Regions returned an additional \$12.8 million in December 2013. In January 2015, the bank identified even more affected consumers and is now required to provide them with a full refund. Under the terms of the consent order filed today, Regions must hire an independent consultant to identify all remaining consumers who were charged the illegal fees. Regions will return these fees to consumers, if not already refunded. If the consumers have a current account with the bank, they will receive a credit to their account. For closed or inactive accounts, Regions will send a check to the affected consumers.
- **Correct errors on credit reports:** Regions must identify and fix all instances of negative credit reporting resulting from the unlawful fees.
- **Pay a \$7.5 million fine:** Regions will make a \$7.5 million penalty payment to the CFPB's Civil Penalty Fund. Regions' violations and its delay in escalating them to senior executives and correcting the errors could have justified a larger penalty, but the Bureau credited Regions for making reimbursements to consumers and promptly self-reporting these issues to the Bureau once they were brought to the attention of senior management.

A copy of the consent order is available at: https://files.consumerfinance.gov/f/201504_cfpb_consent-order_regions-bank.pdf (https://files.consumerfinance.gov/f/201504_cfpb_consent-order_regions-bank.pdf)

Today the CFPB also issued a consumer advisory on overdraft issues. The advisory can be found at: https://files.consumerfinance.gov/f/201504_cfpb_consumer-advisory_overdraft.pdf (https://files.consumerfinance.gov/f/201504_cfpb_consumer-advisory_overdraft.pdf)