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AUG 01 2013

**SUPERIOR COURT
CLERK'S OFFICE**

**IN RE APPLICATION BY CITIBANK,
N.A., CITI RESIDENTIAL LENDING,
INC., CITIMORTGAGE, INC., AND
CITIFINANCIAL SERVICES, INC. TO
ISSUE CORRECTED NOTICES OF
INTENT TO FORECLOSE ON BEHALF
OF IDENTIFIED FORECLOSURE
PLAINTIFFS IN UNCONTESTED CASES**

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY

Docket No. F-017318-13

Civil Action

**OBJECTION TO ORDER TO
SHOW CAUSE**

PLEASE TAKE NOTICE, that the Defendant, **Yang Jo Lee**, recipient of applicant's Order to Show Cause and defendant in Docket No. F-017318-13, by his attorney, Kwangsoo Kim, Esq., hereby objects to Citibank, N.A., et al's Order to Show Cause for all the reasons explained below.

Objection 1. The language of the corrected Notice of Intent to Foreclose is misleading

The defendant is identified in the Order to Show Cause as a defendant in active foreclosure litigation with the debt accelerated as due in full. However, the corrected Notice of Intention to Foreclose indicates that the mortgagor is in a pre-foreclosure status, that the debt may be accelerated, and that the servicer will start a mortgage foreclosure action upon failure to forward the amount indicated. It states that "The Lender may take steps to terminate your ownership in the property by commencing a foreclosure suit...", which again indicates that such an action has not already been commenced. Furthermore, the corrected Notice of Intent is dated July 8, 2013, over 3 years after the initial date of foreclosure action initiated by CitiMortgage.

To allow the language of the corrected Notice, without reference to the pending foreclosure action, is unjust and misleading. Recent cases indicate that strict compliance is necessary, and mere substantial compliance is insufficient. It is an often quoted maxim in chancery that he who seeks equity must do equity. Here, CitiMortgage is seeking equitable remedy permitting them to correct their own errors in violating the specific language of the Fair Foreclosure Act, which clearly indicates that the complying Notice of Intent shall be sent prior to the filing of the foreclosure complaint. However, CitiMortgage is seeking equitable relief in the form of judicial permission to correct their many statutory violations on a broad basis after

the filing of a foreclosure action. If this action is permitted, the equities will not be balanced. The homeowner will be harmed by this action unless the Order to Show Cause is denied or reformed to undo the entry of default and permit responsive pleadings as to the homeowner.

Furthermore, the Notice does not provide proof of or a breakdown of the amounts asserted, including monthly amount used to calculate the payment total. The Notice simply states that "...you must pay the past due amount of \$145,454.93 by August 12, 2013...". Consequently, the defendant is not able to properly verify whether the total amount is justified and correct.

Objection 2. Lack of notification of original foreclosure action

In reference to docket number F-45893-09 contained in the letter issued by CitiMortgage that accompanied the corrected Notice of Intent, the defendant was never served with any documents when CitiMortgage initially instigated this foreclosure action. Consequently, the defendant never had the fair opportunity to contest the current foreclosure. The Order to Show Cause, which is for all uncontested foreclosures, cites U.S. Bank, N.A. v. Guillaume, 209 N.J. 449 (2012) in which the Court determined that it may entertain summary actions by Orders to Show Cause as to why Plaintiffs in any uncontested residential mortgage foreclosure actions should not be allowed to serve corrected Notices of Intent on mortgagors. Therefore, it would be a grave deprivation of justice to include a homeowner who never even had the chance to contest this foreclosure.

Objection 3. Loan modification processing delay

Moreover, the defendant attempted to obtain a loan modification in November, 2010. And in June, 2013, the defendant received a notice rejecting the modification. Although the defendant submitted all required documentation, CitiMortgage simply responded to numerous follow up calls by stating that his application was "still under review", or that there was "missing documentation". Subsequently, the defendant had to wait for up to 3 years to find out that he was not qualified for the modification.

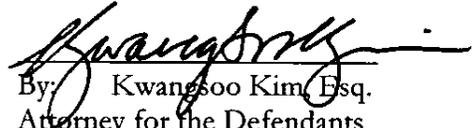
This delay is a clear and utter violation of the National Mortgage Settlement Agreement, which came into effect in February, 2012. Under the agreement, CitiMortgage pledged to provide immediate aid to homeowners requiring loan modifications. In failing to adhere to proper timelines and to make timely determinations on loan modification applications, CitiMortgage has chosen to have total disregard to the core spirit of the agreement, and in doing so, divested the defendant from deriving any benefit from the explicit promise made by CitiMortgage under the agreement to improve their loan servicing standards and help provide much needed immediate relief to homeowners in distress. As a result, the defendant has endured undue hardship, suffering, inconvenience, loss of incidental time, frustration, emotional duress, mental anguish, and fear of personal and financial stress, and has been denied the ability to pursue alternative options to find an appropriate solution to the circumstances of the case.

As such, it would be fundamentally unfair to the defendant to allow the Plaintiff's attempts of foreclosure at this given moment without any sufficient time to explore other options of redress. The defendant, in no circumstances, should be subjected to the possibility of losing

his family residential home due to a lack of a substantial and timely effort in good faith made by CitiMortgage in processing his loan modification application.

For the reasons stated above, it is respectfully requested that CitiMortgage's Order to Show Cause be denied in its entirety.

Dated: July 26, 2013


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