

BOGAARD & ASSOCIATES, LLC

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September 17, 2012

Honorable Mary Margaret McVeigh, J.S.C.
Passaic County Courthouse, Chambers 100
71 Hamilton Street
Passaic, New Jersey 07505

Re: Application by Wells Fargo to issue
Corrected Notices of Intent to Foreclose
Docket No.: F-009564-12

Citigroup v. Trebbe, Timothy
Docket No.: F-17693-10

RECEIVED

SEP 19 2012

SUPERIOR COURT
CLERK'S OFFICE

Dear Judge McVeigh:

On behalf of Defendant, Timothy S. Trebbe, the following will serve as an objection to the Order to Show Cause filed by Wells Fargo.

Wells Fargo, many years after the fact, seeks to issue "corrected" foreclosure notices. In light of the Defendant's bad faith in dealing with Mr. Trebbe, and for the reasons set forth below, equity demands that the Defendant's application be denied.

Timothy S. Trebbe made timely mortgage payments from the inception of the loan through August 2009. It was at this time that Wells Fargo contacted Mr. Trebbe proposing that he modify his adjustable rate of 7.5% to a lower 30 year fixed rate mortgage. In 2009, Mr. Trebbe completed a trial period and relied upon the representations of Wells Fargo that he was an acceptable candidate for a permanent modification. However, the loan was never permanently modified due to Wells Fargo erroneously closing out the file prematurely.

Later, in December 2009, after successfully completing the above referenced trial period, Mr. Trebbe learned that the representations of Wells Fargo were false and inaccurate, and he received a statement advising that a substantially larger balance was currently due and owing on his mortgage.

Mr. Trebbe objects to the subject Order To Show Cause on the grounds that, if granted, he will be subject to unnecessary and unwarranted fees, interest, and penalties.

Honorable Mary Margaret McVeigh, J.S.C.

September 17, 2012

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This office, on behalf of Mr. Trebbe, participated in a Foreclosure Mediation program in which it was asserted that the lender should be prevented from assessing any penalties, interests, or fees for late payments after December 2009. This is the time frame in which the loan modification should have and needed to go through. The failure to approve it at that time prejudiced my client, as the file was improperly "closed" by Wells Fargo (see Exhibit A – Loan Modification Proposal dated October 1, 2009, and Exhibit B – Mediation Dated May 3, 2011, specifically Bullet Points 3 & 6 which address the inequities in connection with the added penalties, interest, and cost).

It is respectfully submitted that my client has done everything humanly possible to move this process along, and the lender's actions bespeak bad faith and have not been designed to provide Mr. Trebbe with a full and fair opportunity to renegotiate and modify the terms of his loan.

The lack of organization, the misrepresentations, the distortions, the unkept promises, have been ongoing since 2009. Mr. Trebbe has been shuffled from one negotiator to the next and the result has been the same – lack of organization, misrepresentation, obfuscation, and lies on the part of the lender. In this matter, the actions of the lender violate the Home Loan Prohibited Practices Statutes, and constitute an unjust acceleration of his indebtedness.

Under the circumstances, the Court should utilize its equitable powers and order that Mr. Trebbe be allowed to enroll in an adequate loan program as was proposed by Wells Fargo in 2009, waiving any and all penalties and interest from 2009 to the present, and providing him with a permanent and acceptable loan modification. To permit Wells Fargo to correct a Notice of Intent at this late date and in light of their "unclean hands", will undoubtedly prejudice Mr. Trebbe and should not be allowed.

Respectfully,



Laurie Bogaard

LB/smh
Enclosures

cc: Timothy and Joanne Trebbe – via e-mail
Superior Court Clerks Office (Attn: Foreclosure Processing Services) – via regular mail
Mark S. Melodia, Esq. – via regular mail



Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

December 03, 2010

Timothy S Trebbe
9 Bennington Rd
Morristown NJ 07960

Loan Number 708-0154025597
Due Date: 10-01-09

We have good news about the above referenced loan. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Agreement ("Agreement").

Currently, your loan is due for 15 installments, from October 01, 2009 through December 01, 2010. As agreed, you have promised to pay the amounts stated within the Agreement, the terms and conditions of which are outlined on page two. The Agreement must be signed and returned with the first installment. This is not a waiver of the accrued or future payments that become due, but a trial period showing you can make regular monthly payments. Please note investor approval is still pending.

Upon successful completion of the Agreement, your loan will not be contractually current. Since the installments may be less than the total amount due, you may still have outstanding payments and fees. Any outstanding payments and fees will be reviewed for a loan modification. If approved for a loan modification, based on investor guidelines, this will satisfy the remaining past due payments on your loan and we will send you a loan modification agreement. An additional contribution may be required.

Any installments received will be applied to the delinquent payments on the loan. During this Agreement, installments are to be mailed to:

Wells Fargo Home Mortgage
3480 Stateview Blvd, MAC X7802-03H
Fort Mill SC 29715

If your loan is in foreclosure, we will instruct our foreclosure counsel to suspend foreclosure proceedings once the initial installment has been received, and to continue to suspend the action as long as you keep to the terms of the Agreement. Upon full reinstatement, we will instruct our foreclosure counsel to dismiss foreclosure proceedings and report to the credit bureaus accordingly.





Wells Fargo Home Mortgage
MAC X7801-03K
3476 Stateview Boulevard
Fort Mill, SC 29715

December 03, 2010

Timothy S Trebbe
9 Bennington Rd
Morristown NJ 07960

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Together we'll go far



During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800) 416-1472, Monday through Thursday, 8 AM to 11 PM; Friday, 8 AM to 10 PM; or Saturday, 9 AM to 3 PM, Eastern Time.

Sincerely,
Borrower Counseling Services

LM008 013 DPX

Wells Fargo Bank, N A is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise our right against the property and are not attempting any act to collect the discharge debt from you personally.

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 15 installments, from October 01, 2009 through December 01, 2010. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon successful completion of the outlined payments, your loan will be reviewed for a Loan Modification. Based on investor approval, this may satisfy the remaining past due amount on your loan.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

PLAN	DATE	AMT	PLAN	DATE	AMT
01	12/31/10	3,361.23	02	01/31/11	3,361.23
03	02/28/11	3,361.23			
6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, this agreement will be rendered null and void.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This

- Present @ 5/3/11 Mediation
1. Janet Ciccarelli Esq. - Lender's counsel
 2. Donald Johnson - Lender rep
 3. Laurie Bogard, Esq. & Allen Botwinick, Esq. = H/O private counsel
 4. Mr. Trebbe = H/Os
5. Lorretta Yin, Esq. = Foreclosure mediator

tomorrow

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION MORRIS COUNTY
 GENERAL EQUITY
 Docket No F- 17693-10
 MEDIATION CONTINUATION ACCORD

VS Bank/Citi group Plaintiff,
 v.
Trebbe , et al
 Defendant.

- The lender will provide the following documents:

along with the full name, address, fax, phone and email of the lender's or lender's servicer representative responsible for and with authority to handle a foreclosure mediation loan workout for this matter on or before _____, 20__.

- The borrower(s)-defendant(s) will provide the following documents:

See Mediation Rider attached

to the above designated person representing the lender or the lender's servicer on or before 7/15, 2011.

- All parties acknowledge that lenders counsel addressed the issue at mediation, however, borrower reserves the right to clarify the lender's position as to the loan modification process in 12/09.
- The Lender or lender's servicer representative will acknowledge receipt of the documents, and advise the borrower(s)-defendant(s) of any missing documents, signatures or authorizations required within three (3) business days of receipt. A full review of the documents by the lender or lender's servicer representative in preparation of another mediation session will take place no later than 7/20, 2011.

- All Parties acknowledge that another mediation session will be held to resolve the foreclosure action on or before AUGUST 23, 2011. Lender may consider that Borrower shall not be responsible for any and all additional fees, interest penalties and additional principal from 12/09 through 6/14/11.
- No Sheriff's Sale will be scheduled until the mediation session noted above is completed within the terms of this agreement.

Date: 5/3/11

Janet K. Ciccarelli
 Lender's Representative Signature

TIMOTHY TREBBE
 Borrower's Signature

Borrower's Signature

EX-3

Mediation Rider for F- 17693-10
Documents to be Submitted by Borrower(s)

- RMA completed in its entirety (signed & dated by all borrowers)
- 4506T or 4506T-EZ for years 2008 and 2009 (signed & dated by all borrowers)
- Dodd-Frank certification (signed & dated by all borrowers)
- Detailed hardship letter explaining reason for the default, whether the hardship has been overcome and current financial ability to make payments (signed & dated by all borrowers)
- Financial Worksheet/Detailed list of all monthly household expenses (signed & dated by all borrowers)
- Most recent utility bill addressed to the borrower for the subject property (gas, water, or electric)
- ~~2008~~ and 2009 ²⁰¹⁰ tax returns with all pages/schedules included (signed & dated by all borrowers)
- Most recent personal bank statement for the last _____ months with with all pages even if blank
- Most recent consecutive paystubs for the last 30 days
- Most recent unemployment/social security/disability/pension award letter
- Profit and Loss statement for the most recent _____ months (signed & dated)
- Most recent business bank statements for the last _____ months with with all pages even if blank
- Signed leases for all rental income with proof of receipt of the rent for the last _____ months (proof of rent receipt must be by cancelled checks/money orders/bank deposits)
- Letter of contribution signed, dated, & notarized from individual living in the subject property stating amount of monthly contribution with proof of receipt of the contribution for the last _____ months (proof of receipt of contribution must be by cancelled checks/money orders/bank deposits)
- Signed & dated letter with complete social security number & date of birth which authorizes _____ to pull the credit report for _____
- Other:

BOGAARD & ASSOCIATES, LLC.

Peter A. Bogaard+
Laurie Bogaard
+Certified Civil Trial Attorney

Attorneys at Law
61 W. Main Street
Mendham, New Jersey 07945
(973) 543-2000
Fax: (973) 543-2100
laurie@bogaardlaw.com

Website:
Bogaardlaw.com

May 3, 2011

Via Hand Delivery

Morris County Superior Court
Admin & Records Building, Room #425
Court Street
Morristown, New Jersey 07960

Re: Citigroup v. Trebbe
Docket No.: F- 17693-10
Mediation Statement

Dear Madam/Sir:

The following will serve as a mediation statement on behalf of Timothy S. Trebbe.

Preliminary Statement

Timothy S. Trebbe made timely mortgage payments from the inception of the loan through August, 2009. Since being assured in 2009, that after a trial period he would be an appropriate and acceptable candidate for a permanent modification, Mr. Trebbe has been a victim of a most unfortunate scenario. Each phone call is met with a new representative, each inquiry with a different answer, representations made by the lender are contradicted within hours. Mr. Trebbe seeks no special favors, no indulgences – he simply requests that he be treated in an above board and fair manner, which most certainly has not occurred to date.

Factual Summary/Argument

In 2009, Mr. Trebbe was contacted by the lender in an approach to modify his loan. The modification period offered lasted through December, 2009, wherein Mr. Trebbe continue to make timely payments. The loan was never permanently modified, which created the scenario of a downward spiral. Mr. Trebbe was never provided adequate information and responses from the lender. This confusion resulted in late payments ultimately leading to a decreased credit rating as well as the foundation for a

Page 2
F - 17693-10

foreclosure action. Subsequently, Mr. Trebbe's income declined due to larger economic factors affecting his career in sales.

Unfortunately, in December 2009, after successfully completing the trial period, Mr. Trebbe learned that the representations were made were false and inaccurate, and he received a statement advising that a substantially larger balance was currently due and owing.

It is respectfully submitted, in light of the above, that the doctrines of Estoppel and Laches would prevent the lender in this matter from assessing any penalties, interests, or fees for late payments after December 2009. This is the time frame in which the loan modification should have and needed to go through. The failure to approve it at this time essentially precludes and has closed him out of the loan program, working incalculable prejudice to my client.

It is respectfully submitted that my client has done everything humanly possible to move this process along, and the lender's actions have not been in good faith and have not been designed to provide Mr. Trebbe with a full and fair opportunity to renegotiate and modify the terms of his loan.

The lack of organization, the misrepresentations, the distortions, the unkept promises, have been going on since 2009. Mr. Trebbe has been shuffled from one negotiator to the next and the result has been the same – lack of organization, misrepresentation, obfuscation and lies on the part of the lender. In this matter the actions and inactions by the lender constituted an unjust acceleration of Mr. Trebbe's indebtedness pursuant to Home Loan Prohibited Practices Statutes.

Under the circumstances, the fair and equitable remedy is to allow Mr. Trebbe the benefit of what was promised and represented would occur enrolling him in an adequate loan program and an appropriate and acceptable permanent loan modification.

Respectfully,


LAURIE BOGAARD

LB/smh
cc: M/M Trebbe
Counsel for Plaintiff

MORRIS COUNTY SUPERIOR COURT
ADMIN & RECORDS BLDG RM 425
COURT STREET
MORRISTOWN NJ 07960

CDR TELEPHONE# (973) 656-4100

MARCH 10, 2011

FORECLOSURE MEDIATION

DOCKET# SWC - F -017693-16
US BANK NATIONAL ASS VS TREBBE TIMOTHY

THIS CASE IS SCHEDULED FOR A MEDIATION SESSION ON 05/03/11 AT 11:00 AM AT THE ABOVE-IDENTIFIED COURTHOUSE. ALL INQUIRIES SHOULD BE DIRECTED TO THE CIVIL CDR POINT PERSON. IF THIS CASE HAS SETTLED, THE CDR POINT PERSON SHOULD BE NOTIFIED IMMEDIATELY BY PHONE. IF THERE ARE SPECIAL NEEDS, FOR EXAMPLE, HANDICAPPED ACCESS OR AN INTERPRETER IS REQUIRED, PLEASE ADVISE THE CDR POINT PERSON AT LEAST 10 DAYS BEFORE THE SESSION.

PLEASE BE ALERT FOR ADDITIONAL NOTICES CHANGING THE DATE OR TIME OF THE MEDIATION SESSION. IT IS THE RESPONSIBILITY OF THE PLAINTIFF TO ENSURE THAT AN INDIVIDUAL WITH COMPLETE SETTLEMENT AUTHORITY ATTENDS THE MEDIATION IN PERSON OR BY TELEPHONE AND TO BRING A CELL PHONE WITH SPEAKER PHONE CAPABILITIES TO THE SESSION. THE MEDIATOR CANNOT PROVIDE LEGAL ADVICE TO EITHER PARTY, UNLESS AN AGREEMENT IS REACHED AT MEDIATION OR A JUDGE STAYS THE FORECLOSURE. THE MATTER MAY PROCEED TO THE SHERIFF'S SALE. PLAINTIFF MUST BRING AN ORIGINAL AND TWO COPIES OF THE PAYOFF AND/OR REINSTATEMENT STATEMENT TO THE MEDIATION AND ALSO THE NOTES, MORTGAGE AND AN INDICATION OF THE CURRENT VALUE OF THE PROPERTY, IF AVAILABLE. THE HOMEOWNER MUST BRING THEIR LAST THREE PAYSTUBS OR RECENT PROOF OF INCOME.

ATTORNEY FOR THE PLAINTIFF
LEONARD B ZUCKER
ZUCKER GOLDBERG & ACKERMAN LLC
200 SHEFFIELD ST STE 101
MOUNTAINSIDE NJ 07092

Laurie Bogaard
BOGAARD & ASSOCIATES LLC
61 WEST MAIN ST
MENDHAM NJ 07945

Discarded



3480 Stateview Blvd
MAC# D3348-027
Fort Mill, SC 29715

Date: 8/14/2012

TIMOTHY S TREBBE
9 BENNINGTON RD
MORRISTOWN, NJ 07960-0000

RE: Wells Fargo Home Mortgage 708/0154025597
Mortgagor(s): TIMOTHY S TREBBE
Mortgaged Premises: 9 BENNINGTON ROAD
MORRISTOWN
NJ
07960

NOTICE OF INTENTION TO FORECLOSE

Dear Borrower(s):

Wells Fargo Home Mortgage (hereafter, "Wells Fargo") services a mortgage (hereafter, the "Mortgage") in the original principal amount of \$497,000.00 on the residential property commonly known as 9 BENNINGTON ROAD, MORRISTOWN, NJ 07960, which Mortgage was made on 8/4/2006.

Your Mortgage is now in default because you have not made the required payments. The total amount required to cure this default, in other words, the amount required to bring your mortgage current as of 9/17/2012 is as follows:

Monthly payments (principal, interest, and escrow) from 11/1/2009 are as follows:

Payments- Totaling	\$	128,169.84
Total Accrued Unpaid Late Charges (Monthly Late Charge \$ 134.57)	\$	2,955.24
Unapplied Funds	\$	1,888.12
Miscellaneous Fees	\$	934.84
Total Delinquency as of 8/14/2012	\$	130,306.37

Your Pre-Foreclosure Action Right to cure this Default

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before 9/17/2012 in CERTIFIED funds, to:

Payments only address:

Wells Fargo Home Mortgage
1200 W 7th Street
Suite L2-200
Los Angeles, CA 90017

Timothy S. Trebbe
9 Bennington Rd
Morristown NJ. 07960

To whom It may consider:

After losing my job in 2007 my earnings have declined to a much lower level than when I bought the house in 2005. We can't afford the payments. We tried to re-modify the loan and got close several times with Wells Fargo, but just couldn't get it to go through. The process lasted for almost a year and then we decided to try and sell it. It was on the market for almost 8 months. We lowered it but the accumulating debt combined with the real estate fees made it that we would have to pay out of pocket, which we don't have. That's why we are looking to take path we are.

Sincerely



11/8/10

Timothy Trebbe

GENERAL EQUITY

Docket No F- 017698-10

U.S. BANK NATIONAL
Plaintiff,

v.
TIMOTHY TREBBE, et al
Defendant.

MEDIATION CONTINUATION ACCORD

- The lender will provide the following documents:

~~_____~~
~~_____~~
along with the full name, address, fax, phone and email of the lender's or lender's servicer representative responsible for and with authority to handle a foreclosure mediation loan workout for this matter on or before _____, 20__.

- The borrower(s)-defendant(s) will provide the following documents:

as set forth on the attached mediation rider

to the above designated person representing the lender or the lender's servicer on or before 9/5, 2011.

- The Lender or lender's servicer representative will acknowledge receipt of the documents, and advise the borrower(s)-defendant(s) of any missing documents, signatures or authorizations required within three (3) business days of receipt. A full review of the documents by the lender or lender's servicer representative in preparation of another mediation session will take place no later than 10/15, 2011.
- All Parties acknowledge that another mediation session will be held to resolve the foreclosure action on or before 10/25, 2011.
- No Sheriff's Sale will be ~~scheduled~~^{held} until the mediation session noted above is completed within the terms of this agreement.

Date: 8/23/10

[Signature] for Zucker Goldberg & Ackerman
Lender's Representative Signature

[Signature] for Trebbe
Borrower's Signature

Borrower's Signature

Mediation Rider for F-017698-10
Documents to be Submitted by Borrower(s)

- RMA Completed in its entirety (signed and dated by all borrowers)
- 4506T or 4506T-EZ for years 2009 and 2010 (signed and dated by all borrowers)
line 6 - check box A - on dates write 12/31/2009
- Dodd-Frank certification (signed and dated by all borrowers) *and 12/31/2010 (exactly!!)*
- Detailed hardship letter explaining reason for the default, whether the hardship has been overcome and current financial ability to make payments (signed and dated by all borrowers)
Updated - (if nothing has changed - change)
- Financial worksheet listing all household monthly income both gross and net along with a detailed itemized list of all household monthly expenses (signed and dated by all borrowers)
- Most recent utility bill addressed to the borrower for the subject property (gas, water or electric)
- 2009 and 2010 tax returns with all pages/schedules included (signed and dated by all borrowers)
- Most recent personal bank statements for the last ___ months with all pages (even if blank)
(if anything new comes in)
- Most recent consecutive paystubs for the last _____ days/weeks/months
- _____ Most recent unemployment/social security/disability/pension award letter
- _____ Profit and Loss Statement for the most recent _____ months (signed and dated)
- _____ Most recent business bank statements for the last ___ months with all pages (even if blank)
- _____ Signed leases for all rental income with proof of receipt of the rent for the last _____ months (Proof of rent receipt must be cancelled checks or money orders and/or bank deposits)
- _____ Letters of contribution signed, dated and notarized from any individual living in the subject property that is not a borrower, stating amount of monthly contribution, proof of contributor's income by way of most recent consecutive paystubs for the last _____ days/weeks/months, and proof of receipt of contribution by cancelled check or money order and/or bank deposits
- _____ Signed and dated letter with complete social security number and date of birth authorizing lender to pull the credit report for _____
- Other: *Letter clarifying judgments.*

Please fax complete package to lender at: (866) 490-6325

Call lender to confirm receipt (after 48 hours) at: (866) 234-8271 (LOSS MITIGATION)

Copy all correspondence to Zucker, Goldberg & Ackerman at mediation@zuckergoldberg.com

REED SMITH LLP
Formed in the State of Delaware
 Mark S. Melodia, Esquire
 Diane A. Bettino, Esquire
 Princeton Forestal Village
 136 Main Street, Suite 250
 Princeton, New Jersey 08540
 Tel. (609) 987-0050

FILED

JUL 19 2012

~~Claremont/Genesta Entry~~

Attorneys for Wells Fargo Bank, N.A.

IN RE APPLICATION BY WELLS
 FARGO BANK, N.A. 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-009564-12

) CIVIL ACTION

) ORDER TO SHOW CAUSE

THIS MATTER being brought before this Court by Reed Smith LLP, attorneys for Wells Fargo Bank, N.A. ("Wells Fargo"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting Wells Fargo to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending, pre-judgment, uncontested foreclosure cases listed on the Exhibits 1 through 34 to the Amended Verified Complaint ("Corrected NOI List") to include the name and address of the lender, and based upon the New Jersey Supreme Court's decision in US Bank, N.A. v. Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012, and for good cause shown;

It is on this 19 July day of 2012 ORDERED that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at the Passaic County Courthouse, 71 Hamilton Street, Paterson, New Jersey at 10 o'clock in the ~~noon~~ or as soon thereafter as counsel can be heard, on the 3 day of October, 2012 to object to this Court's Order allowing Wells Fargo to issue corrected NOIs pursuant to this Order to Show Cause.

AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH WELLS FARGO ISSUES A CORRECTED NOI TO A FORECLOSURE DEFENDANT:

1. Wells Fargo will issue a letter ("Explanatory Letter") to each Foreclosure Defendant in the form attached as Exhibit A to the Verified Complaint. The Explanatory Letter will explain:

- the reasons why the corrected NOI is being served;
- the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
- the individuals to contact with any questions; and
- their right to object to the corrected NOI or their right to cure the default within 30 days of the date of the corrected NOI.

2. Wells Fargo will issue a corrected NOI in the form attached as Exhibit B to the Verified Complaint and shall attach such NOI to the Explanatory Letter referenced in paragraph 1 above. The corrected NOI will exclude attorneys' fees and foreclosure costs that have been incurred in the pending foreclosure cases. In accordance with the servicing guidelines and as required by N.J.S.A. 2A:50-56(e), the Explanatory Letter and corrected NOI will be sent by Wells Fargo, the servicing agent.

3. Wells Fargo will serve the corrected NOI, the Explanatory Letter and a copy of this Order to Show Cause (collectively, the "OSC Package"), via certified mail, return receipt requested and regular mail at the last known address of the Foreclosure Defendant. For purposes of this Order to Show Cause, Wells Fargo may serve each marital couple residing at the same address with one OSC Package via certified mail and regular mail.¹

4. A copy of Wells Fargo's complete application in this Court shall be loaded onto the New Jersey Courts website within 5 days of the date of this Order where it will be

- available for review by the general public at the website link - <http://www.judiciary.state.nj.us/> and all attachments will be provided in accordance with NJ's Rules

5. In addition to providing service of the OSC Package by certified and regular mail, Wells Fargo will, within 2 days of the date of this Order, provide publication notice two (2)

times in each of the following four (4) daily newspapers in a manner consistent with similar legal notices:

Star Ledger, Bergen Record, The Press of Atlantic City, Gloucester County Times

6. Wells Fargo shall file with the Court its proof of service of the OSC Package on Foreclosure Defendants on the Corrected NOI List in the manner consistent with this Order no later than nine (9) days before the return date.

7. You (Foreclosure Defendants) have the right to object in this proceeding to this Order to Show Cause (the process by which this Court gave Wells Fargo permission to serve the corrected NOI). To do so, you must file a written objection under the docket number listed on the first page of this Order for this case. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address within no more than before September 24, 2012 days.

¹ In the event Wells Fargo has been provided an address for the estate of a deceased Foreclosure Defendant, the OSC Package shall be mailed to the address of the estate and/or the executor or administrator, if known and available.

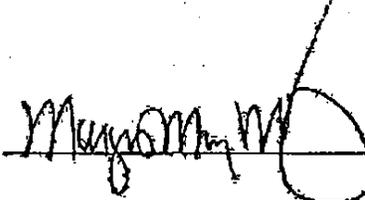
Superior Court in Mercer County, with a copy to Judge McVeigh and to each Foreclosure Defendant who filed an opposition.

10. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live. A list of these offices is provided with the corrected NOI.

11. A proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the Court by Wells Fargo no later than nine (9) days before the return date.

12. The Court will entertain argument, but not testimony, on the return date of the Order to Show Cause.

13. In the event a foreclosure action has been suspended or stayed as a result of a bankruptcy filing or loss mitigation activity, the OSC Package shall not be sent unless and until the suspension or stay is lifted. In such circumstances, the following procedure shall be used. Wells Fargo shall mail the OSC Package within 45 days of the lifting of the stay or suspension of the foreclosure action. You [Foreclosure Defendants] will have 30 days in which to object to the corrected NOI or 30 days from service of the OSC Package to cure your default. Any objections to the relief set forth in this Order to Show Cause shall be made in writing to the Court in the County in which your foreclosure action is pending. You must also send a copy of your written papers to Wells Fargo's attorneys, Mark Melodia, Esquire, Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, or the Court handling your foreclosure action will not be able to consider your objection.


J.S.C.

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Superior Court Clerk's office, Foreclosure Processing Services
 Attention: Objection to Notice of Intention to Foreclose
 P.O. Box 971
 Trenton, New Jersey 08625

You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

8. You (Foreclosure Defendants) also have the right to object to the corrected NOI that you will receive. You will also have 30 days from service of the OSC Package to cure your default. If you object to any of the contents of your corrected NOI, you must file written objection under the docket number for your foreclosure action. If you are unsure of the docket number for your foreclosure action, you can access that information on the Court's website on the attached exhibits to the verified complaint or by calling the Wells Fargo representative listed on the Explanatory Letter that will be sent with the corrected NOI. You must set forth with specificity the basis for your objection and file your objection with the Superior Court Clerk's Office at the following address within 30 days of receipt of the corrected NOI. *or on before Sept 24, 2012*

Superior Court Clerk's Office, Foreclosure Processing Services
 P.O. Box 971
 Trenton, New Jersey 08625

You must also serve a copy of the objection on Wells Fargo's attorney, Mark Melodia, Esquire at Reed Smith LLP, Princeton Forrestal Village, 136 Main Street, Princeton, New Jersey 08540, and mail a copy of your objection to Judge McVeigh at the Superior Court of New Jersey, Passaic County Courthouse, Chambers 100, 71 Hamilton Street, Paterson, New Jersey 07505.

9. Wells Fargo may file and serve any written reply to any opposition papers received by Sept 25, 2012. The reply papers must be filed with the Clerk of the

Fair Foreclosure Act Notice of Intention to Foreclose - List of Entities Providing Assistance		
The following is a list of governmental and non-profit entities that may provide financial assistance or counseling to borrowers in foreclosure.		
American Credit Alliance, Inc. 26 S. Warren St. Trenton, NJ 08608 609-393-5400	Atlantic Human Resources, Inc. 1 S. New York Ave. Atlantic City, NJ 08401 609-348-4131	Consumer Credit Counseling Service of Central New Jersey 1931 Nottingham Way Hamilton, NJ 08619 609-586-2574
Consumer Credit Counseling Service of New Jersey 185 Ridgedale Ave. Cedar Knolls, NJ 07927-1812 973-267-4324	Fair Housing Council of Northern New Jersey 131 Main St. Hackensack, NJ 07601 201-489-3552	Garden State Consumer Credit Counseling, Inc. 225 Willowbrook Road Freehold, NJ 07728 1-800-992-4557
Jersey Counseling & Housing Development, Inc. 29 S. Blackhorse Pike Blackwood, NJ 08012 856-227-3683	Jersey Counseling & Housing Development, Inc. 1840 S. Broadway Camden, NJ 08104 856-541-1000	Mercer County Hispanic Association 200 E. State St., 2nd Floor Trenton, NJ 08607 609-392-2446
Middlesex County Economic Opportunities Corporation 1215 Livingston Ave. North Brunswick, NJ 08902 732-790-3344	Monmouth County Human Services Housing Services Unit P.O. Box 3000 Freehold, NJ 07728 732-431-7998	NJ Citizen Action (main office/financial education center) 744 Broad St., Suite 2080 Newark, NJ 07102 973-643-8800 1-800-NJ-OWNER (loan counseling) 1-888-TAXES-11 (free tax preparation assistance)
NJ Citizen Action (Central Jersey) 85 Raritan Ave., Suite 100 Highland Park, NJ 08904 732-246-4772	NJ Citizen Action (South Jersey) 2 Riverside Drive, Suite 362 Camden, NJ 08103 856-966-3091	Ocean Community Economic Action Now, Inc. 22 Hyers St. Toms River, NJ 08753-0773 732-244-2351, ext. 2
Paterson Coalition for Housing, Inc. 262 Main St., 5th Floor Paterson, NJ 07505 973-684-5998	Paterson Task Force for Community Action, Inc. 155 Ellison St. Paterson, NJ 07505 973-279-2333	Puerto Rican Action Board Housing Coalition Unit 90 Jersey Ave. New Brunswick, NJ 08903 732-249-9700
Tri-County Community Action Agency, Inc. 110 Cohansey St. Bridgeton, NJ 08302 856-451-6330	Urban League for Bergen County 106 W. Palisade Ave. Englewood, NJ 07631 201-568-4988	Urban League for Essex County 508 Central Ave. Newark, NJ 07101 973-624-9535
Urban League of Union County 288 N. Broad-St. Elizabeth, NJ 07208 908-351-7200	Homelessness Prevention Program New Jersey Department of Community Affairs (866) 889-6270*	
*Basic eligibility is limited to: (a) single family owner/occupied dwellings with all those on the deed and mortgage occupying the house; (b) no more than one mortgage or lien encumbrance on the property; (c) no initiated or ongoing bankruptcy. Assistance will be in the form of a loan, and a lien will be placed on the property. The family must document the financial reason for nonpayment. At the time of the eligibility decision, the household must have and document income sufficient to support the household and repay the loan. There is a fee for the credit check and property search.		