



## PARTIES

4. Plaintiff Richard Davis is a resident of Cameron County, Texas and a member of Plaintiff Texas Housing Justice League.

5. Plaintiff Texas Housing Justice League (“THJL”) is a Texas non-profit corporation and membership organization that is operated under the Texas Non-Profit Corporation Act to serve the housing interests of low-income Texans.

6. Defendant American Home Mortgage Servicing, Inc. (“AHMS”) is a Delaware corporation doing business in the state of Texas and other states across this country. Defendant may be served through its agent of process, Kenneth Uva, Vice President, C.T. Corporation System, at 350 N. Paul St., Ste. 2900, Dallas, TX 75201-4234.

7. Defendant Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2007-6 Asset Backed Certificates, Series 2007-6 or its predecessor in interest, (“Wells Fargo”) is a California corporate fiduciary doing business in the state of Texas and other states across this country. Defendant may be served through its agent of process, Corporation Service Company dba CSC – Lawyers Incorporating Service Company, at 211 E. 7th Street, Suite 620, Austin, TX 78701-3218.

## FACTS

8. The Protecting Tenants at Foreclosure Act of 2009 (“PTAF”), requires the purchaser of residential property at a foreclosure sale to honor bona fide leases existing prior to the sale. Pub. L. No. 111-22, § 702 (May 20, 2009), *codified at* 12 U.S.C. 5220 note. The PTAF also requires the purchaser of residential property at a foreclosure sale to give bona fide tenants ninety days’ notice to vacate. *Id.* at § 702(a)(1).

9. Plaintiff Davis and his family had been living in the home located at 26310 Meredith St., La Feria, Cameron County, Texas (“the home”) since the summer of 2007. Plaintiff Davis lived there with Maria Eugenia Davis, his daughter DED (1998) and son HRD (2000). He rented this home from Lucila Rubio for \$800 a month. In 2009, Plaintiff entered a new lease with his landlord. The original term of this written lease ended on June 30, 2011. Plaintiffs attach a true and correct copy of the lease as Exhibit 1. This lease does not grant the landlord a right to inspect or enter the property without tenant's permission.

10. On information and belief, Defendant Wells Fargo foreclosed on the property.

11. On or about April 6, 2010, Plaintiff Davis's home was sold to Defendant Wells Fargo at a nonjudicial foreclosure sale allegedly conducted in accordance with Section 51.002 of the Texas Property Code.

12. On or about April 29, 2010, Plaintiff Davis received a letter dated April 26, 2010 from Defendant AHMS through Defendant's counsel. The letter was titled “Notice of Foreclosure & Tenant's Rights Under the Federal Law.” This letter gave Plaintiff Davis three days' notice to vacate if he was not a tenant of the former owner of the home and ninety days' notice to vacate if he was a tenant of the former owner of the home. The letter demanded that Plaintiff Davis provide a written lease or proof of payment, a telephone number and proof of six months of rent payments within three days of receipt of the letter if he was a tenant. The letter misrepresented that Plaintiff Davis must comply with this demand to qualify for the rights and protections of the PTAF. The letter also presented Plaintiff Davis with an agreed judgment. The agreed judgment provided for a justice of the peace to issue a writ of possession as early as May 17, 2010. The letter

instructed Plaintiff Davis not to be concerned about receiving a citation and not to attend the eviction hearing set by the justice of the peace after he submitted the signed agreed judgment to Defendant. By the express terms of the letter, Defendant AHMS intended to advise Plaintiff Davis of his “legal rights under federal law.” Plaintiffs attach a true and correct copy of the letter as Exhibit 2.

13. On or about April 30, 2010, Plaintiff Davis sent an e-mail to Defendant AHMS through Defendant’s counsel that informed Defendant AHMS that Plaintiff Davis had paid his rent for April and May to his former landlord. Plaintiff Davis included a copy of the written lease and images of rent checks for payments he had made to his former landlord with his e-mail. Plaintiff Davis also provided his telephone number and informed Defendant AHMS that he only receives visitors at his home by appointment.

14. On or about May 14, 2010, Plaintiff Davis received a letter from Defendant AHMS dated May 5, 2010. The letter demanded that Plaintiff Davis provide the following documentation to Defendant AHMS: a complete copy of the signed lease, a completed tenant questionnaire that was attached to the letter, front and back of cancelled checks for rent paid for the last six months, front and back of the cancelled check for the security deposit paid and copies of utility bills for the property addressed to Plaintiff Davis. The letter informed Plaintiff Davis that Defendant AHMS would commence eviction proceedings against Plaintiff Davis if he failed to provide Defendant AHMS with these documents within three days of receipt of the letter. The letter also asked Plaintiff Davis to contact an agent of Defendant AHMS to confirm that his identity is the one on the lease. Plaintiffs attach a true and correct copy of the letter as Exhibit 3.

15. On or about May 17, 2010, Plaintiff Davis sent Defendant AHMS a letter dated

May 17, 2010. In this letter, Plaintiff Davis confirmed that he had met with the agent on May 14, 2010. He also attached another copy of his lease along with proof of payment. In the letter Plaintiff Davis inquired as to whom he could pay his rent for June 2010.

16. On or about May 26, 2010, a representative of Defendant AHMS entered the grounds of the home without Plaintiff Davis's permission. At or about 6:40 pm the representative came to Plaintiff Davis's front door and demanded access to Plaintiff Davis's home. Plaintiff Davis asked the representative to leave immediately. The representative returned to his vehicle, but then walked back to Plaintiff Davis's home and affixed a notice to the brick veneer of the home with chewing gum. During this time Plaintiff Davis had a sign prominently displayed on the grounds of his home that states that entering the grounds is forbidden.

17. On or about May 27, 2010, Plaintiff Davis spoke with Defendant AHMS's representative Joe John Watson. Plaintiff Davis informed Mr. Watson of what Defendant AHMS's other representative had done at Plaintiff's home on May 26, 2010. Mr. Watson told Plaintiff Davis that Defendant AHMS wanted to deliver an information package to him using a different representative who would also inspect the property. Plaintiff Davis asked that he be sent the package by mail to his P.O. Box and that no more representatives of Defendant AHMS visit his home. Mr. Watson agreed.

18. On or about June 10, 2010 Mr. Watson called Plaintiff Davis and rescinded his agreement to communicate by mail.

19. On or about June 10, 2010, Plaintiff Davis sent Defendant AHMS a letter that demanded that Defendant AHMS honor his lease and change its letters, practices and policies to comply with the PTAF. Plaintiffs attach a true and correct copy of the letter as

Exhibit 4.

20. On or about July 26, 2010, Defendant AHMS sent Plaintiff Davis a letter that confirmed that Plaintiff Davis may pay his rent to Defendant AHMS's representative and gave Plaintiff Davis the address for rent payments.

21. On or about November 10, 2010, Plaintiff Davis sent Defendant AHMS a letter that repeated the demand that Defendant AHMS change its letters, practices and policies to comply with the PTAF. Plaintiffs attach a true and correct copy of the letter as Exhibit 5.

22. On information and belief, Defendant Wells Fargo is Defendant AHMS's principal.

23. On or about June 8, 2011, Plaintiffs' counsel received a letter dated June 7, 2011 from Defendant Wells Fargo. The letter was titled "Notice of Non-Renewal of Lease." This letter demanded that Plaintiff Davis vacate the home by July 1, 2011, despite acknowledging that a tenant is entitled to at least ninety days' notice to vacate under the PTAF. The letter also notified Plaintiff Davis of the non-renewal of his lease. The letter informed Plaintiff Davis that if he and his family failed to vacate the property by July 1, 2011, less than a month from the date that Plaintiff Davis received the letter, Defendants would sue him to recover possession of the premises and for damages. Plaintiffs attach a true and correct copy of the letter as Exhibit 6.

24. On information and belief, in or about June 2011, Defendants accepted Plaintiff Davis's rent payment for the month of July 2011, and, in or about July 2011, Defendants accepted Plaintiff Davis's rent payment for the month of August 2011.

25. On or about August 15, 2011, Plaintiffs' counsel received an undated letter from

Defendants' counsel that contained a check for the value of Plaintiff Davis's rent for the months of July and August 2011. This letter informed Plaintiff Davis that it contained a refund of Plaintiff Davis's rent payments for July and August, 2011, and stated that his lease terminated on July 1, 2011. Plaintiffs attach a true and correct copy of the letter as Exhibit 7.

26. On or about August 26, 2011, Defendant Wells Fargo filed an eviction suit to obtain possession of the home in justice of the peace court. In its petition for forcible detainer, Defendant Wells Fargo stated that it was entitled to possession of the home because it had obtained the home in a foreclosure sale under a deed of trust, and that the language of the deed of trust entitled Defendant Wells Fargo to immediate possession of the home following a foreclosure sale. The petition stated that proper notice had been given under the Texas Property Code, but did not mention the PTAF. Plaintiffs attach a true and correct copy of this petition for forcible detainer as Exhibit 8.

27. On or about August 29, 2011, Plaintiff Davis entered into a lease to rent a home for his family for \$1,000.00 a month, \$200.00 a month more than the rent at his former home. The lease term for the new lease began on September 1, 2011.

28. On or about September 11, 2011, Plaintiff Davis, Maria Eugenia Davis and his children vacated the home.

29. Defendants continue to refuse to change their letters, practices and policies to comply with the PTAF.

30. Defendants' misleading and deceptive representations and practices made Plaintiff Davis and his family fear that they would be evicted from their home before Defendants were entitled to possession under the PTAF. Defendants' misleading and

deceptive representations and practices also made Plaintiff Davis and his family fear that Defendants would refuse to comply with the terms of the lease. Ultimately Defendants did evict Plaintiff Davis and his family before Defendants were entitled to possession under the PTAF.

31. Since on or about April 2010, Defendants' misleading representations and practices have disrupted Plaintiff Davis's life, affecting his sleep and interactions with his family. Plaintiff Davis did not have the time or money to move his family within three days when he received the three days' notice to vacate from Defendants on or about April 29, 2010. Likewise, Plaintiff Davis did not have the money to move his family within ninety days of that date. Plaintiff Davis feared that Defendant would throw out his family, causing him unexpected and burdensome expenses and potentially leaving him and his family homeless. Because of Defendants' actions Plaintiff Davis ceased sleeping regularly, became anxious and irritable and frequently lost his temper with his family. Plaintiff Davis began to be prescribed medication to cope with the disruption in his life after receiving the misrepresentations from Defendants at the end of April 2010. In 2010, Maria Eugenia Davis and Plaintiff Davis's children moved out and stayed at a shelter for several weeks before returning to live with Plaintiff Davis. Plaintiff Davis had difficulty sleeping until he vacated the home in September 2011. Plaintiff Davis is still on medication.

32. On information and belief, Defendant AHMS services thousands of home loans in Texas and, as agent or principal, Defendants Wells Fargo and AHMS authorize the eviction of the occupants of homes after a foreclosure sale is conducted. The National Low Income Housing Coalition estimates that more than 20% of the residential

properties facing foreclosure nationwide are rental properties, and that, because residential rental properties often house multiple families, renters make up about 40% of the families that face eviction following foreclosures. DANILO PELLETIERE, NATIONAL LOW INCOME HOUSING COALITION 2-3 (2009), <https://www2398.sslldomain.com/nlihc/doc/renters-in-foreclosure.pdf>. The treasury department estimated that as of June 30, 2011, Defendant AHMS was servicing 40,035 borrowers that were eligible for HAMP that had been delinquent for more than sixty days. UNITED STATES DEPARTMENT OF TREASURY, MAKING HOME AFFORDABLE PROGRAM PERFORMANCE REPORT THROUGH JULY 2011 (2011), <http://www.treasury.gov/initiatives/financial-stability/results/MHA-Reports/Documents/July%202011%20MHA%20Report%20FINAL.PDF>. Likewise, the treasury department estimated that as of April 30, 2010, the month in which Plaintiff Davis's home was sold in a foreclosure sale, Defendant AHMS was servicing 52,145 borrowers that were eligible for HAMP that had been delinquent for more than sixty days. UNITED STATES DEPARTMENT OF TREASURY, MAKING HOME AFFORDABLE PROGRAM PERFORMANCE REPORT THROUGH MAY 2010 (2010), <http://www.treasury.gov/initiatives/financial-stability/results/MHA-Reports/Documents/May%20MHA%20Public%20062110.pdf>

33. Plaintiff Texas Housing Justice League is a Texas corporation that has members who rent property in Texas, including members who rent homes that are subject to liens and could be sold in a foreclosure sale. Plaintiff Davis is a member of the League. Defendants' misleading representations and practices harm the League's members, including Plaintiff Davis, who rent homes that are sold in foreclosure sales. Defendants'

misleading representations and practices injure these members by causing them to move out before the end of their lease period, enter into judgments under false pretenses or accept rental terms that differ from those of their lease. Plaintiff Texas Housing Justice League also has member organizations that have incurred increased expenses advising tenants, informing tenants of their rights under the PTAF and otherwise assisting tenants with the difficulties of asserting their rights under the PTAF because of Defendants' misleading representations and practices. Plaintiff Texas Housing Justice League brings this lawsuit to ensure that laws such as the PTAF are followed, and prevent harm to its members when Defendants violate these laws.

#### CAUSES OF ACTION

##### TEXAS DECEPTIVE TRADE PRACTICES ACT

34. Plaintiffs allege each and every fact and allegation set forth above as if fully set forth here.

35. Defendants engaged in false, misleading, or deceptive acts and practices and an unconscionable course of action actionable under the Texas Deceptive Trade Practices Act ("DTPA"). See Tex Bus & Com Code §§ 17.50(a)(1), 17.50(a) (3). While aware of the mandates of federal law, Defendants knowingly and intentionally instruct its agents to mislead, misrepresent and place barriers where none exist to prevent bona fide tenants like Plaintiff Davis from exercising their rights under the Protecting Tenants at Foreclosure Act of 2009.

36. Defendants misrepresented to Plaintiff Davis that it was advising Plaintiff Davis of his rights under the PTAF. Defendants misrepresented to Plaintiff Davis that under the PTAF a bona fide tenant was only entitled to ninety days' notice to vacate. Defendants

gave Plaintiff Davis ninety days' notice to vacate, even though Plaintiff Davis was entitled to remain at his home through the end of his lease term. Defendants failed to inform Plaintiff Davis that under the PTAF Plaintiff Davis may be entitled to remain in his home under the terms of a lease that existed prior to the foreclosure sale. Defendants misrepresented to Plaintiff Davis that to qualify for the rights and protections of the PTAF Plaintiff Davis must provide Defendants with specific documentation regarding his tenancy within three days of receipt of Defendants' demands for that documentation. Defendants failed to inform Plaintiff Davis of the adverse consequences for Plaintiff Davis if he submitted an agreed judgment to Defendants that allowed Defendants to obtain an eviction judgment against Plaintiff Davis. Defendants misrepresented to Plaintiff Davis that Defendants' representatives were entitled to enter the grounds of the home, contrary to the lease. Defendants' counsel omitted to inform Plaintiff Davis that Defendants' interests were adverse to Plaintiff Davis's and that Plaintiff Davis should consult his own attorney. Defendants made these misrepresentations and omissions to Plaintiff Davis to induce Plaintiff Davis to abandon his rights under the PTAF and vacate his home before the end of the lease term, accept lease terms that differed from those in the lease and give Defendants an agreed judgment that Defendants may use to evict Plaintiff Davis.

37. Defendants failed to comply with the terms of the lease by entering the grounds of Plaintiff Davis's home without his permission.

38. Defendant Wells Fargo misrepresented to Plaintiff Davis that under the PTAF a bona fide tenant was not entitled to 90 days' notice to vacate. Defendant Wells Fargo misrepresented that it may sue Plaintiff Davis for possession and damages if he did not

vacate by July 1, 2011.

39. Defendant Wells Fargo filed an eviction suit to obtain possession of the home before Defendants were entitled to possession under the PTAF. In its petition, Defendant Wells Fargo misrepresented that it was entitled to possession of the home under a deed of trust, despite Plaintiff Davis's rights under the PTAF.

40. Defendants refuse to comply with the PTAF, honor Plaintiff Davis's lease and change its letters, practices and policies to comply with the PTAF.

41. By engaging in this course of action from on or about April 2010 to the present, Defendants engaged in an unconscionable course of action in violation of the DTPA. See Tex Bus & Com Code § 17.50(a)(3). Defendants engaged in a practice which, to a consumer's detriment, takes advantage of the consumer's lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree. See Tex Bus & Com Code § 17.45.

42. By repeatedly and systematically misrepresenting Plaintiff Davis's rights and obligation under the PTAF, Defendants misrepresented the characteristics of Plaintiff Davis's lease in violation of the DTPA. See Tex Bus & Com Code § 17.46(5). Plaintiff Davis relied on these misrepresentations by vacating the home. See Tex Bus & Com Code § 17.50(a)(1).

43. By misrepresenting Defendants' right to possession under a deed of trust, Defendants misrepresented that an agreement confers or involves rights, remedies or obligations which it does not have or involve, or which are prohibited by law in violation of the DTPA. See Tex Bus & Com Code § 17.46(12). Plaintiff Davis relied on these misrepresentations by vacating the home. See Tex Bus & Com Code § 17.50(a)(1).

44. Plaintiff Davis is a consumer within the meaning of the DTPA. See Tex Bus & Com Code § 17.45. Plaintiff Davis leased his home from Defendants.

45. Defendants' conduct was committed intentionally and knowingly.

46. Defendants' misleading representations and practices have caused Plaintiff Davis to incur expenses. Plaintiff Davis spent time and money to meet Defendants' demands. The rent at his new home is higher than the rent he was paying under his lease for the home.

47. Defendants' misleading representations and practices have disrupted Plaintiff Davis's life, affecting his sleep and interactions with his family. Because of Defendants' actions Plaintiff Davis ceased sleeping regularly, became anxious and irritable and frequently lost his temper with his family. Plaintiff Davis has sought medical treatment for his condition following Defendants' conduct.

48. Plaintiffs are entitled to relief pursuant to Sections 17.50(a)(1) and 17.50(a)(3) of the Texas Business and Commerce Code for the above described violations of the DTPA.

49. Plaintiff Davis requests that this Court grant him treble economic and mental anguish damages, as well as costs, interest and attorney's fees. Plaintiffs also requests that this Court grant Plaintiffs' declaratory relief and issue an injunction to prevent future violations pursuant to Section 17.50 of the Texas Business and Commerce Code.

REQUEST FOR RELIEF

50. Plaintiffs respectfully request that this Court grant the following relief:
- a. A declaratory judgment that Defendants' practices, policies and conduct misrepresent and violate the rights of bona fide tenants under the PTAF;
  - b. A permanent injunction that prohibits Defendants from misrepresenting to persons residing in homes that Defendants have obtained through foreclosure sales that the PTFA does not require Defendants to comply with the leases of bona fide tenants in effect at the time of the foreclosure sale, that a bona fide tenant must always vacate after receiving ninety days' notice to vacate or that a bona fide tenant is not entitled to ninety days' notice to vacate;
  - c. A permanent injunction that prohibits Defendants from misrepresenting by omission to persons residing in homes that Defendants have obtained through foreclosure sales that bona fide tenants may not be entitled to remain in the home through the original lease, to ninety days' notice to vacate and to the rights and protections afforded by the PTFA;
  - d. A permanent injunction to prohibit, prevent and deter future violations;
  - e. Award Plaintiff damages—actual, statutory and punitive, against Defendants, including treble damages pursuant to the DTPA;
  - f. Award Plaintiffs pre-judgment and post-judgment interest at the maximum legal rate;
  - g. Award Plaintiffs costs of court and costs of litigation;
  - h. Award Plaintiffs their reasonable attorney's fees; and,
  - i. Grant such other and further relief, general and special, legal and equitable, to which Plaintiffs may be entitled.

Respectfully submitted,

/s/ Paul Di Blasi

Paul Di Blasi

Attorney-in-charge for Plaintiff

TX Bar No.: 24059254

S.D. No.: 975213

Texas RioGrande Legal Aid, Inc.

316 S. Closner

Edinburg, TX 78539

Ph.: 956-393-6205

Fax: 956-383-4688

Robert W. Doggett

TX Bar No.: 05945650

S.D. No.: 36389

Texas RioGrande Legal Aid, Inc.

4920 N. I-35

Austin, TX 78751

Ph.: 512-374-2725

Fax: 512-447-3940

ATTORNEYS FOR PLAINTIFFS

Rental Agreement and Lease

This rental agreement is made between:

Lucila Rubio(Landlord) and

Richard Davis (Tenant)

For the property on:

26310 Meredith Street  
La Feria, Texas 78559

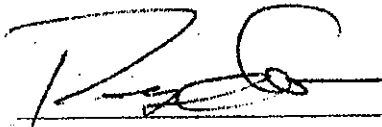
The lease is for two years starting on July 1, 2009 and is automatically renewed for the amount of \$800.00 a month, payable on the first.

Tenant is responsible for the Electric, Gas and Telephone.

Tenant is responsible for insuring his personal property.

Tenant agrees to use the premises for residential purposes only and not for illegal, immoral or hazardous purposes.

Tenant may have animals.



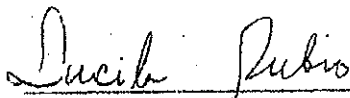
Richard Davis

7-1-2009

(Date)

956-797-6381

(Phone)



Lucila Rubio

7-1-2009

(Date)

619-381-1619

(Phone)



JACK O'BOYLE & ASSOCIATES  
Attorneys and Counselors  
P.O. Box 815369  
Dallas, Texas 75381  
972-247-0692  
Facsimile 972-247-0642

April 26, 2010

Certified Mail Return Receipt Requested  
ROBERT RUBIO  
and/or All Current Occupants of  
26310 Meredith Street  
La Feria, TX 78559

Re: Three (3) Notice to Vacate, Demand for Possession, Notice of Foreclosure & Tenant's Rights Under Federal Law  
Notice of Termination of Lease, Alternative Ninety (90) Day Notice  
My Client: American Home Mortgage Servicing, Inc.

Dear Robert Rubio and/or All Occupants:

**NOTICE OF FORECLOSURE &  
TENANT'S RIGHT UNDER FEDERAL LAW**

NOTICE IS HEREBY GIVEN THAT on April 6 2010 American Home Mortgage Servicing, Inc., acquired title to the above referenced property at a foreclosure sale. By virtue of the Deed of Trust you (or your landlord) executed, you are a tenant at sufferance.

NOTICE IS FURTHER GIVEN THAT the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") grants certain rights and protections to any occupants of the Premises who is a "bona fide" tenant, as defined by the PTFA. American Home Mortgage Servicing, Inc. is informed that no occupant of the Premises is a "bona-fide" tenant as defined by the PTFA.

**OCCUPANT ASSISTANCE NOTICE**

A provides relocation assistance programs to occupants of its foreclosed properties, for both former owners and tenants. It also provides a tenant information hotline, to allow you to claim tenant status as explained below. To discuss these programs, your options under them, or to claim tenant protections, please call (866) 612-3746. **PARA ASISTENCIA EN ESPANOL LLAME AL (866) 612-3746.**

**THREE (3) DAY NOTICE TO VACATE**

Pursuant to Sections 24.002(b) and 24.005 of the Texas Property Code, if you are a former owner or a person who is not a "bona fide" tenant under the PTFA, American Home Mortgage Servicing, Inc. terminates your tenancy at sufferance and instructs you to vacate the property no later than three (3) days following receipt of this letter.



Notice to Vacate  
Page 2

### ALTERNATIVE NINETY (90) DAY NOTICE

*In the event any occupant of the Premises is a bona fide tenant as defined by the PTFA, this letter is the NINETY (90) DAY Notice to vacate as required by PTFA.*

Thus, all occupants are required within three (3) days after service on you of this Notice EITHER to produce acceptable evidence to this law firm that the occupant is entitled to the protections of the PTFA OR you are required to vacate and surrender possession of the Premises, to American Home Mortgage Servicing, Inc.. Failure to supply the acceptable evidence or to vacate within that time will result in an eviction proceeding against you. Please see the next paragraph for instructions on how to supply this evidence. **THE EVICTION WILL BE FILED WITHIN THREE (3) DAYS OF YOUR RECEIPT OF THIS LETTER UNLESS THIS FIRM AGREES IN WRITING NOT TO COMMENCE THE EVICTION.**

### BONA FIDE TENANT INFORMATION

**IF YOU BELIEVE YOU QUALIFY AS A BONA FIDE TENANT UNDER PTFA of the prior owner you must provide the following documents:**

- A copy of your lease (or, if your lease is oral, proof of rent payment)
- A return phone number and the best time to reach you
- The receipt for the last six (6) payments made to the landlord for the residence (or the length of the time you have resided in the property, if less than six (6) months)

To provide this information, please call (866)612-3746. The fax number (972-829-7889)

**PARA ASISTENCIA EN ESPAÑOL LLAME AL (866)612-3746**

### PROPOSED JUDGEMENT

My client wishes to obtain possession of the property as soon as possible and have instructed me to institute a forcible detainer action within the next few days. They will not be interested in renting you the property. However, if you will sign the enclosed Agreed Judgment of Possession of the premises and promptly return same to me in the envelope provided, my client will agree that a Writ of Possession will not be issued by the Justice Court until May 17 2010. (A Writ of Possession is a court order directing the constable to move your possessions out of the property.) Upon receipt of the signed judgment, I will send it to the Justice Court in which the action is filed. Please print your name and telephone number under your signature in the event I need to speak with you.

As with all court proceedings, after I file the forcible detainer action, a deputy constable will deliver to you a citation issued by the justice of the peace. This should not be a cause for concern on your part and is merely a requirement of the law that you be "served" with notice of the forcible detainer action. The Agreed Judgment of Possession will be on file with the justice court shortly after the case is filed and there will be no further need for you to appear on the date and time set forth in the citation.

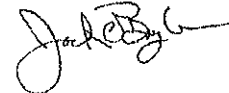
Notice to Vacate  
Page 3

If you decide not to return the signed agreed judgment, my client will seek to secure the judgment of possession as quickly as possible and thereafter seek the issuance of a Writ of Possession.

**YOU ARE NOT OBLIGATED TO SIGN THE PROPOSED JUDGMENT ENCLOSED WITH THIS LETTER.** In the event agreement cannot be reached, suit is filed, and you do not vacate the property within the time provided herein, my client may recover attorney's fees.

**For any questions, please call 972-247-0692**

Sincerely yours,



Jack O'Boyle

cc: First Class Mail

Enclosure – Agreed Judgment of Possession  
Postage Prepaid Return Envelope – First Class Mailing Only

CAUSE NO. \_\_\_\_\_

AMERICAN HOME MORTGAGE	)	IN THE JUSTICE COURT
SERVICING, INC.	)	
	)	
vs.	)	
ROBERT RUBIO	)	PRECINCT __ PLACE __
And/Or	)	
ALL OCCUPANTS OF	)	
26310 Meredith Street	)	CAMERON COUNTY, TEXAS
La Feria, TEXAS 78559	)	

AGREED JUDGMENT OF POSSESSION

On the \_\_ day of \_\_\_\_\_, 2010, came on to be heard the above styled and numbered cause.

Prior to the trial setting, Plaintiff and \_\_\_\_\_, an occupant of the property located at 26310 Meredith Street La Feria, Texas 78559 submitted this Agreed Judgment whereby Plaintiff should have a Judgment of Possession as to the premises identified above.

Based upon the agreement of the parties, IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that American Home Mortgage Servicing, Inc., have Judgment of Possession against ROBERT RUBIO and/or all occupants of 26310 Meredith Street La Feria, Texas 78559.

Any Personal Property remaining in the Subject Property after the Defendant has vacated shall be deemed abandoned by the Defendant. Defendant waives the right to Appeal.

By agreement of the parties, a Writ of Possession may issue but shall not be executed or served before May 17 2010.

SIGNED BY THE COURT this \_\_ day of \_\_\_\_\_, 2010.

APPROVED FOR ENTRY:

\_\_\_\_\_  
Jack O'Boyle  
Attorney for Plaintiff

\_\_\_\_\_  
JUDGE PRESIDING

\_\_\_\_\_  
Occupant of  
26310 Meredith Street,  
La Feria, Texas 78559  
Telephone \_\_\_\_\_

**Jack O'Boyle & Associates**

P.O. Box 815369  
Dallas, TX 75381  
972-247-0653  
Facsimile 972-247-0642

May 5, 2010

Richard Davis  
26310 MEREDITH ST  
LA FERIA, TX 78559  
Re: Lease re Property located at: 26310 MEREDITH ST LA FERIA, TX 78559  
J&A File No.: AHTX2233

Dear Mr. Davis:

Our office has received information that you may be a tenant in the above-referenced Property. Pursuant to the "Protecting Tenants at Foreclosure Act of 2009" (the "PTFA") you are required to provide documentary evidence that you are a bona fide tenant that is entitled to the protections of the PTFA. Please provide the undersigned law firm with the following documentation and information within three (3) days of the date of receipt of this letter:

1. A complete copy of the signed lease agreement
2. A completed Tenant Questionnaire (form attached)
3. Front and back of cancelled checks for rent paid for the last six months
4. Front and back of the cancelled check for the Security Deposit paid
5. Copies of utility bills for the Property addressed to you

Please mail or fax the aforesaid items to:  
P.O. Box 815369, Dallas Tx 75381. Fax 972-247-0642

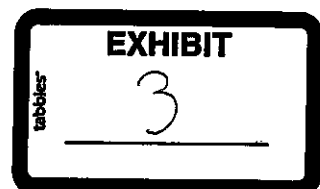
**In addition**, you are also required to present a **photo I.D.** verifying that you are the tenant named in the lease. Please contact the following broker to make arrangements to present your photo I.D. for verification: Gary McBride - Phone: 956-943-5550

***If you fail to provide the items set forth above within three (3) days of the date of receipt of this letter, we will presume that you are not a bona fide tenant entitled to the protections of the PTFA, and eviction proceedings will be commenced against you to recover possession of the Property, and for damages caused by your unlawful detention of the Property.***

If you have any questions, please call 866.562.0653

Very truly yours,  
JACK O'BOYLE & ASSOCIATES

By:   
JACK O'BOYLE  
AMERICAN HOME MORTGAGE SERVICING INC.



### TENANT QUESTIONNAIRE FOR POST-5/22/09 FORECLOSURES

- 1. Property Address: **26310 MEREDITH ST LA FERIA, TX 78559**
- 2. Type of Lease:  Written  Oral (If written, please provide a full copy of signed lease).
- 3. Portion of Property rented?  Entire Dwelling  Room Rental Only  Other (Explain): \_\_\_\_\_
- 4. Date lease started: \_\_\_\_\_

Names of all occupants	Move-in date	Home Phone #	Work/Cell Phone #
_____	_____	( ) _____	( ) _____
_____	_____	( ) _____	( ) _____
_____	_____	( ) _____	( ) _____
_____	_____	( ) _____	( ) _____

- 5. Names of persons on lease that no longer occupy Property: \_\_\_\_\_
- 6. Is any occupant related to the Landlord by blood or marriage?  Yes  No If so, explain: \_\_\_\_\_
- 7. Current monthly rent: \$ \_\_\_\_\_
- 8. Due date for rent: \_\_\_\_\_ Rent currently paid through: \_\_\_\_\_  
**Please provide copies of cancelled checks (front and back) for rent paid for the past six months.**
- 9. Date of last rent increase: \_\_\_\_\_ Amount of last rent increase: \$ \_\_\_\_\_

- 10. Does rent include: Utilities?  Yes  No If Yes, which utilities? \_\_\_\_\_
- Parking?  Yes  No (If yes, space # \_\_\_\_\_) Additional rent paid for parking: \$ \_\_\_\_\_
- Storage Space?  Yes  No (If yes, space # \_\_\_\_\_) Additional rent paid for storage: \$ \_\_\_\_\_
- Laundry facilities?  Yes  No Use of a garden?  Yes  No Use of a roof deck?  Yes  No

- 11. Are you receiving any rent concessions for any reason?  Yes  No If yes, explain concessions: \_\_\_\_\_
- 12. Security Deposit paid?  Yes  No Last Month's Rent paid?  Yes  No  
 If yes, state date and amount paid: \_\_\_\_\_ Provide copy of cancelled checks (front and back)

13. List any appliances, window coverings, light fixtures, etc. in the Property that YOU own: \_\_\_\_\_

- 14. Any pets?  Yes  No If Yes, how many and what kind? \_\_\_\_\_
- 15. Any current problems with your unit?  Yes  No If Yes, please explain: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Signature Print Name of person completing form Date



LAW OFFICE OF  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
EDINBURG OFFICE  
316 SOUTH CLOESNER BLVD.  
EDINBURG, TX 78539  
TELEPHONE (956) 393-6200 TOLL FREE (800) 369-0437  
FAX (956) 383-4688

VIA FACSIMILE (972) 247-0642

June 10, 2010

Jack O'Boyle  
Attorney at Law  
Jack O'Boyle & Associates  
Dallas, Texas 75381  
Brownsville, TX 78520  
Telephone: (927) 247-0692  
Facsimile: (972) 247-0642

Re: Richard Davis

Dear Mr. O'Boyle:

Our firm represents Mr. Richard Davis. We are writing on his behalf to request that your client confirm that Mr. Davis is entitled to remain a tenant at 26310 Meredith Street, La Feria, TX through the end of his lease term. We also request that you confirm that TenantAccess is your client's representative. Lastly, we request that your client modify the letter dated April 26, 2010; pay Mr. Davis damages for the misrepresentations made in that letter; and agree to modify the letter that your client sends to occupants or tenants of properties your client has acquired pursuant to a foreclosure so long as the Protecting Tenants at Foreclosure Act is federal law.

Mr. Davis is entitled to remain a tenant at 26310 Meredith Street through the end of his lease term. I have attached a copy of his lease as well as proof of rent payments for March, April, and May of 2010.

Representatives of TenantAccess have contacted Mr. Davis on behalf of your client as the rental property's manager. Mr. Davis will contact TenantAccess concerning the rental of the property once your client confirms that TenantAccess represents your client. I have attached a copy of the notice Mr. Davis received from TenantAccess.

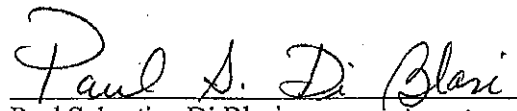
The letter dated April 26, 2010 is deceptive and false. We will advise Mr. Davis to pursue his legal remedies if your client refuses to modify that letter, pay Mr. Davis damages, and modify the letter that your client sends to occupants or tenants of properties your client has acquired pursuant to a foreclosure so long as the Protecting Tenants at Foreclosure Act is federal law.

Please respond within five days of the date of this letter. You may contact me directly at (956) 393-6205.



Sincerely,

TEXAS RIOGRANDE LEGAL AID, INC.

  
Paul Sebastian Di Blasi *w/p by MR*  
Attorney at Law

Encs.

CC: Richard Davis VIA REGULAR MAIL

MEMORY TRANSMISSION REPORT

TIME : 06-10-'10 13:34  
FAX NO.1 : 9563834688  
NAME : TRLA Edinburg

FILE NO. : 423  
DATE : 06.10 13:33  
TO : B19722470642  
DOCUMENT PAGES : 2  
START TIME : 06.10 13:33  
END TIME : 06.10 13:34  
PAGES SENT : 2  
STATUS : OK

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

TL LSC

LAW OFFICE OF  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
EDINBURG OFFICE  
318 SOUTH GLOVERN BLVD.  
EDINBURG, TX 78842  
TELEPHONE (956) 393-6200 TOLL FREE (800) 888-0437  
FAX (956) 393-4888

VIA FACSIMILE (972) 247-0642

June 10, 2010

Jack O'Boyle  
Attorney at Law  
Jack O'Boyle & Associates  
Dallas, Texas 75381  
Brownsville, TX 78520  
Telephone: (927) 247-0692  
Facsimile: (972) 247-0642

Re: Richard Davis

Dear Mr. O'Boyle:

Our firm represents Mr. Richard Davis. We are writing on his behalf to request that your client confirm that Mr. Davis is entitled to remain a tenant at 26310 Meredith Street, La Feria, TX through the end of his lease term. We also request that you confirm that TenantAccess is your client's representative. Lastly, we request that your client modify the letter dated April 26, 2010; pay Mr. Davis damages for the misrepresentations made in that letter; and agree to modify the letter that your client sends to occupants or tenants of properties your client has acquired pursuant to a foreclosure so long as the Protecting Tenants at Foreclosure Act is federal law.

Mr. Davis is entitled to remain a tenant at 26310 Meredith Street through the end of his lease term. I have attached a copy of his lease as well as proof of rent payments for March, April, and May of 2010.

Representatives of TenantAccess have contacted Mr. Davis on behalf of your client as the rental property's manager. Mr. Davis will contact TenantAccess concerning the rental of the property once your client confirms that TenantAccess represents your client. I have attached a copy of the notice Mr. Davis received from TenantAccess.

The letter dated April 26, 2010 is deceptive and false. We will advise Mr. Davis to pursue his legal remedies if your client refuses to modify that letter, pay Mr. Davis damages, and modify the letter that your client sends to occupants or tenants of properties your client has acquired pursuant to a foreclosure so long as the Protecting Tenants at Foreclosure Act is federal law.

Please respond within five days of the date of this letter. You may contact me directly at (936) 393- 6205.



LAW OFFICE OF  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
EDINBURG OFFICE  
316 SOUTH CLOSER BLVD.  
EDINBURG, TX 78539  
TELEPHONE (956) 393-6200 TOLL FREE (800) 369-0437  
FAX (956) 383-4688

VIA FACSIMILE (972) 247-0642

November 10, 2010

Travis Grey  
Attorney at Law  
Jack O'Boyle & Associates  
Dallas, Texas 75381  
Brownsville, TX 78520  
Telephone: (927) 247-0692  
Facsimile: (972) 247-0642

Re: Compliance with PTFA

Dear Mr. Grey:

I am following up on our letter to you dated June 10, 2010 and our phone conversations during the summer. We repeat our request that your client modify the letter to Mr. Davis dated April 26, 2010 and agree to modify the letter that your client sends to occupants or tenants of properties after a foreclosure sale so long as the Protecting Tenants at Foreclosure Act (PTFA) is federal law.

As we had discussed earlier, the letter dated April 26, 2010 is deceptive and false. We are concerned that if your client continues to send out deceptive and false letters, tenants will continue to be misled into abandoning their rights under the PTFA. Barrett Daffin has already modified the letter that it sends out to properties after a foreclosure sale to avoid misleading tenants. Our position is that if your client refuses to stop misleading tenants, we will ask the courts to intervene.

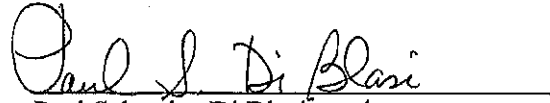
You had told me that you would send over a revised letter modified to comply with the Protecting Tenants at Foreclosure Act for us to review, but we never received a copy of a modified letter. Unless we receive a modified letter and reasonable assurances it will be used in the future, we intend to initiate litigation in federal court. If there is any reason you are aware to justify or explain why this would not be appropriate, please let me know.

Please respond within three days of the date of this letter. You may contact me directly at (956) 393- 6205.



Sincerely,

TEXAS RIOGRANDE LEGAL AID, INC.

  
Paul Sebastian Di Blasi *w/p by MR*  
Attorney at Law

CC: Richard Davis VIA REGULAR MAIL

MEMORY TRANSMISSION REPORT

TIME : 11-10-'10 14:41  
FAX NO.1 : 9563834688  
NAME : TRLA Edinburg

FILE NO. : 473  
DATE : 11.10 14:40  
TO : 19722470642  
DOCUMENT PAGES : 2  
START TIME : 11.10 14:40  
END TIME : 11.10 14:41  
PAGES SENT : 2  
STATUS : OK

\*\*\* SUCCESSFUL TX NOTICE \*\*\*

 LSC

LAW OFFICE OF  
**TEXAS RIOGRANDE LEGAL AID, INC.**  
EDINBURG OFFICE  
312 SOUTH CLOWNER BLVD.  
EDINBURG, TX 78838  
TELEPHONE (956) 393-6200 TOLL FREE (800) 368-0487  
FAX (956) 393-4988

VIA FACSIMILE (972) 247-0642

November 10, 2010

Travis Grey  
Attorney at Law  
Jack O'Boyle & Associates  
Dallas, Texas 75381  
Brownsville, TX 78520  
Telephone: (927) 247-0692  
Facsimile: (972) 247-0642

Re: Compliance with PTFAs

Dear Mr. Grey:

I am following up on our letter to you dated June 10, 2010 and our phone conversations during the summer. We repeat our request that your client modify the letter to Mr. Davis dated April 26, 2010 and agree to modify the letter that your client sends to occupants or tenants of properties after a foreclosure sale so long as the Protecting Tenants at Foreclosure Act (PTFA) is federal law.

As we had discussed earlier, the letter dated April 26, 2010 is deceptive and false. We are concerned that if your client continues to send out deceptive and false letters, tenants will continue to be misled into abandoning their rights under the PTFAs. Barrett Daffin has already modified the letter that it sends out to properties after a foreclosure sale to avoid misleading tenants. Our position is that if your client refuses to stop misleading tenants, we will ask the courts to intervene.

You had told me that you would send over a revised letter modified to comply with the Protecting Tenants at Foreclosure Act for us to review, but we never received a copy of a modified letter. Unless we receive a modified letter and reasonable assurances it will be used in the future, we intend to initiate litigation in federal court. If there is any reason you are aware to justify or explain why this would not be appropriate, please let me know.

Please respond within three days of the date of this letter. You may contact me directly at (956) 393- 6205.

**JACK O'BOYLE AND ASSOCIATES**  
P O BOX 815369 DALLAS, TEXAS 75381  
972 247-4451  
972 247-0642 FAX  
TOLL FREE NUMBER 866-562-0653  
patti@jackoboyle.com

**FACSIMILE TRANSMITTAL SHEET**

TO:	FROM:
Paul Sebastian Di Blasi	Patti Henslee
COMPANY:	DATE:
Texas Rio Grande Legal Aid, Inc.	JUNE 8, 2011
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
(956)383-4688	2
PHONE NUMBER:	PHONE NUMBER:
	972.247.0611
RE:	
Richard Davis and all occupants of 26310 Meredith Street, La Feria, TX 78559	

URGENT     FOR REVIEW     PLEASE CONFIRM     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:



**CONFIDENTIALITY NOTICE**

THE INFORMATION IN THIS FACSIMILE IS PRIVILEGED AND CONFIDENTIAL INFORMATION FOR THE USE OF THE ADDRESSEES LISTED ABOVE. IF YOU ARE NEITHER THE RECIPIENT NOR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT YOU ARE HEREBY NOTIFIED THAT DISCLOSURE, COPYING, DISTRIBUTION OR TAKING OF ANY ACTION IN RELIANCE TO THE CONTENTS OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FAX IN ERROR, PLEASE CALL OUR OFFICE IMMEDIATELY.

**JACK O'BOYLE & ASSOCIATES**

*Attorneys and Counselors*

P.O. Box 815369

Dallas, Texas 75381

972-247-0653

Facsimile 972-247-0642

June 7, 2011

TO: **RICHARD DAVIS & AND ALL OCCUPANTS** residing at  
26310 Meredith Street  
La Feria, Texas 78559

**NOTICE OF NON-RENEWAL OF LEASE**

NOTICE IS HEREBY GIVEN that Wells Fargo Bank, NA, as Trustee for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6 or its predecessor in interest, purchased the property located at 26310 Meredith Street, La Feria, Texas 78559 (the "Premises") at a foreclosure sale held in accordance with applicable state law on April, 6, 2011, and that title to the Premises has been perfected in Wells Fargo Bank, NA, as Trustee, for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6.

THIS NOTICE CONSTITUTES A NOTICE OF NON-RENEWAL of your lease with respect to the Premises, which expires on July 1, 2011. Pursuant to Section 702(a)(2) of the Protecting Tenants At Foreclosure Act of 2009 (the "PTFA"), an expired lease or month-to-month tenancy is not protected by the PTFA and a 90 day notice to vacate is all that is required.

NOTICE IS FURTHER GIVEN THAT you must vacate the Premises or the portion in which you reside by the expiration date of your lease agreement. If you fail to surrender possession of the Premises to Wells Fargo Bank, NA, as Trustee for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6 by the expiration date of your lease agreement, eviction proceedings will be commenced against you to recover possession of the Premises and for damages caused by your unlawful detention of the Premises.

If you fail to vacate the Property by that date, eviction proceedings will be immediately commenced against you for possession of the Property. Please also note that this Notice of Non-Renewal also includes the period remaining on your lease with the former owner.

If you have any questions, please call 866-562-0653.

Dated: 06/07/2011

Very truly yours,

JACK O'BOYLE & ASSOCIATES

By: 

TRAVIS GRAY

Attorney for Wells Fargo Bank, NA, as Trustee  
for Option One Mortgage Loan Trust 2007-6  
Asset-Backed Certificates, Series 2007-6



**JACK O'BOYLE**  
& ASSOCIATES  
ATTORNEYS AND COUNSELORS

RECEIVED AUG 15 2011

972-247-0653  
972-247-0642 FAX  
[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369  
Dallas, Texas 75381

Mr. Paul Sebastian Di Blasi  
Texas Rio Grande Legal Aid, Inc.  
316 South Closner Blvd.  
Edinburg, TX 78539

Re: Richard Davis and/or all occupants of 26310  
Meredith Street, La Feria, TX 78559

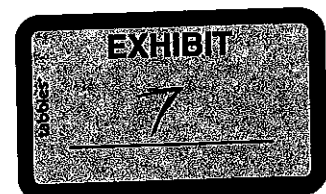
Dear Mr. Di Blasi,

Enclosed, please find a refund of your client's rent payments for July and August, 2011. Your client's lease terminated on July 1, 2011 (pursuant to its terms and to the notices of termination sent on April 27, 2010 and again on June 7, 2011) and therefore these payments were made in error. Please advise your client that by holding over the lease term he is committing a forcible detainer. My client will pursue all available legal remedies.

Sincerely,

Chris Ferguson  
Attorney

Enclosures: April 27, 2010 Termination of Lease  
June 7, 2011 Termination of Lease



**ROBERT J. JACKSON & ASSOCIATES, INC.**  
**ATTORNEY CLIENT TRUST ACCOUNT**  
 4199 CAMPUS DRIVE, SUITE 700  
 IRVINE, CA 92612-4698

**FIRST FOUNDATION BANK**  
 2800 MICHELSON AVE., SUITE 140  
 IRVINE, CA 92612  
 90-8758/1222

1511

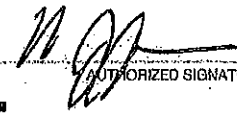
PAY \*ONE THOUSAND SIX HUNDRED AND XX / 100

DATE  
 7/30/2011

AMOUNT  
 \*\*\*\*\*1,600.00\*

TO THE ORDER OF  
 RICHARD DAVIS

10-NOF



AUTHORIZED SIGNATURE

⑈001511⑈ ⑆122287581⑆ 3000000947⑈

**ROBERT J. JACKSON & ASSOCIATES, INC.**

1511

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
7/30/2011	AHRM194		1,600.00	0.00	1,600.00
7/30/2011 RICHARD DAVIS				<b>TOTAL</b>	1,600.00

JACK O'BOYLE & ASSOCIATES

Attorneys and Counselors

P.O. Box 815369

Dallas, Texas 75381

972-247-0692

Facsimile 972-247-0642

April 26, 2010

Certified Mail Return Receipt Requested

ROBERT RUBIO

and/or All Current Occupants of

26310 Meredith Street

La Feria, TX 78559

Re: Three (3) Notice to Vacate, Demand for Possession, Notice of Foreclosure & Tenant's Rights Under Federal Law

Notice of Termination of Lease, Alternative Ninety (90) Day Notice

My Client: American Home Mortgage Servicing, Inc.

Dear Robert Rubio and/or All Occupants:

**NOTICE OF FORECLOSURE &  
TENANT'S RIGHT UNDER FEDERAL LAW**

NOTICE IS HEREBY GIVEN THAT on April 6 2010 American Home Mortgage Servicing, Inc., acquired title to the above referenced property at a foreclosure sale. By virtue of the Deed of Trust you (or your landlord) executed, you are a tenant at sufferance.

NOTICE IS FURTHER GIVEN THAT the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") grants certain rights and protections to any occupants of the Premises who is a "bona fide" tenant, as defined by the PTFA. American Home Mortgage Servicing, Inc. is informed that no occupant of the Premises is a "bona-fide" tenant as defined by the PTFA.

**OCCUPANT ASSISTANCE NOTICE**

A provides relocation assistance programs to occupants of its foreclosed properties, for both former owners and tenants. It also provides a tenant information hotline, to allow you to claim tenant status as explained below. To discuss these programs, your options under them, or to claim tenant protections, please call (866) 612-3746. PARA ASISTENCIA EN ESPANOL LLAME AL (866) 612-3746.

**THREE (3) DAY NOTICE TO VACATE**

Pursuant to Sections 24.002(b) and 24.005 of the Texas Property Code, if you are a former owner or a person who is not a "bona fide" tenant under the PTFA, American Home Mortgage Servicing, Inc. terminates your tenancy at sufferance and instructs you to vacate the property no later than three (3) days following receipt of this letter.

Notice to Vacate  
Page 2

### ALTERNATIVE NINETY (90) DAY NOTICE

*In the event any occupant of the Premises is a bona fide tenant as defined by the PTFA, this letter is the NINETY (90) DAY Notice to vacate as required by PTFA.*

Thus, all occupants are required within three (3) days after service on you of this Notice EITHER to produce acceptable evidence to this law firm that the occupant is entitled to the protections of the PTFA OR you are required to vacate and surrender possession of the Premises, to American Home Mortgage Servicing, Inc.. Failure to supply the acceptable evidence or to vacate within that time will result in an eviction proceeding against you. Please see the next paragraph for instructions on how to supply this evidence. THE EVICTION WILL BE FILED WITHIN THREE (3) DAYS OF YOUR RECEIPT OF THIS LETTER UNLESS THIS FIRM AGREES IN WRITING NOT TO COMMENCE THE EVICTION.

### BONA FIDE TENANT INFORMATION

**IF YOU BELIEVE YOU QUALIFY AS A BONA FIDE TENANT UNDER PTFA of the prior owner you must provide the following documents:**

- A copy of your lease (or, if your lease is oral, proof of rent payment)
- A return phone number and the best time to reach you
- The receipt for the last six (6) payments made to the landlord for the residence (or the length of the time you have resided in the property, if less than six (6) months)

To provide this information, please call (866)612-3746. The fax number (972-829-7889)

**PARA ASISTENCIA EN ESPAÑOL LLAME AL (866)612-3746**

### PROPOSED JUDGEMENT

My client wishes to obtain possession of the property as soon as possible and have instructed me to institute a forcible detainer action within the next few days. They will not be interested in renting you the property. However, if you will sign the enclosed Agreed Judgment of Possession of the premises and promptly return same to me in the envelope provided, my client will agree that a Writ of Possession will not be issued by the Justice Court until May 17 2010. (A Writ of Possession is a court order directing the constable to move your possessions out of the property.) Upon receipt of the signed judgment, I will send it to the Justice Court in which the action is filed. Please print your name and telephone number under your signature in the event I need to speak with you.

As with all court proceedings, after I file the forcible detainer action, a deputy constable will deliver to you a citation issued by the justice of the peace. This should not be a cause for concern on your part and is merely a requirement of the law that you be "served" with notice of the forcible detainer action. The Agreed Judgment of Possession will be on file with the justice court shortly after the case is filed and there will be no further need for you to appear on the date and time set forth in the citation.

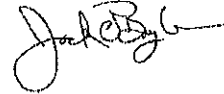
Notice to Vacate  
Page 3

If you decide not to return the signed agreed judgment, my client will seek to secure the judgment of possession as quickly as possible and thereafter seek the issuance of a Writ of Possession.

**YOU ARE NOT OBLIGATED TO SIGN THE PROPOSED JUDGMENT ENCLOSED WITH THIS LETTER.** In the event agreement cannot be reached, suit is filed, and you do not vacate the property within the time provided herein, my client may recover attorney's fees.

**For any questions, please call 972-247-0692**

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jack O'Boyle", with a stylized flourish at the end.

Jack O'Boyle

cc: First Class Mail

Enclosure – Agreed Judgment of Possession  
Postage Prepaid Return Envelope – First Class Mailing Only

PH

9049.3283

1. Article Addressed to:

Current Occupant  
All Current Occupants Of  
26310 Meredith Street  
La Feria, TX 78559

2. Article Number  
(Transfer from service label)

7112 4369 4680 1265 8892

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X *[Signature]*  Agent  
 Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *11/29/10*

D. Is delivery address different from Item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail

4. Restricted Delivery? (Extra Fee)  Yes

PH

9049.3283

1. Article Addressed to:

Robert Rubio  
And/or All Current Occupants Of  
26310 Meredith Street  
La Feria, TX 78559

2. Article Number  
(Transfer from service label)

7112 4369 4680 1265 8908

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature  
X *[Signature]*  Agent  
 Addressee

B. Received by (Printed Name) *[Signature]* C. Date of Delivery *11/29/10*

D. Is delivery address different from Item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail

4. Restricted Delivery? (Extra Fee)  Yes

**JACK O'BOYLE & ASSOCIATES**

*Attorneys and Counselors*

P.O. Box 815369

Dallas, Texas 75381

972-247-0653

Facsimile 972-247-0642

June 7, 2011

TO: RICHARD DAVIS & AND ALL OCCUPANTS residing at  
26310 Meredith Street  
La Feria, Texas 78559

**NOTICE OF NON-RENEWAL OF LEASE**

NOTICE IS HEREBY GIVEN that Wells Fargo Bank, NA, as Trustee for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6 or its predecessor in interest, purchased the property located at 26310 Meredith Street, La Feria, Texas 78559 (the "Premises") at a foreclosure sale held in accordance with applicable state law on April, 6, 2011, and that title to the Premises has been perfected in Wells Fargo Bank, NA, as Trustee, for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6.

THIS NOTICE CONSTITUTES A NOTICE OF NON-RENEWAL of your lease with respect to the Premises, which expires on July 1, 2011. Pursuant to Section 702(a)(2) of the Protecting Tenants At Foreclosure Act of 2009 (the "PTFA"), an expired lease or month-to-month tenancy is not protected by the PTFA and a 90 day notice to vacate is all that is required.

NOTICE IS FURTHER GIVEN THAT you must vacate the Premises or the portion in which you reside by the expiration date of your lease agreement. If you fail to surrender possession of the Premises to Wells Fargo Bank, NA, as Trustee for Option One Mortgage Loan Trust 2007-6 Asset-Backed Certificates, Series 2007-6 by the expiration date of your lease agreement, eviction proceedings will be commenced against you to recover possession of the Premises and for damages caused by your unlawful detention of the Premises.

If you fail to vacate the Property by that date, eviction proceedings will be immediately commenced against you for possession of the Property. Please also note that this Notice of Non-Renewal also includes the period remaining on your lease with the former owner.

If you have any questions, please call 866-562-0653.

Dated: 06/07/2011

Very truly yours,

JACK O'BOYLE & ASSOCIATES

By: 

TRAVIS GRAY

Attorney for Wells Fargo Bank, NA, as Trustee  
for Option One Mortgage Loan Trust 2007-6  
Asset-Backed Certificates, Series 2007-6

PLH

← TEAR FROM BOTTOM UP →

1. Article Addressed to:

Richard Davis  
and or all occupants of  
26310 Meredith Street  
La Feria, TX 78559

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  X  Agent  Addressee

B. Received by (Printed Name)  C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

← TEAR FROM BOTTOM UP →

3. Service Type

Certified Mail

4. Restricted Delivery? (Extra Fee)

Yes

2. Article Number  
(Transfer from service label)

7112 4369 4680 1943 4505

PS Form 3811, February 2004

Domestic Return Receipt

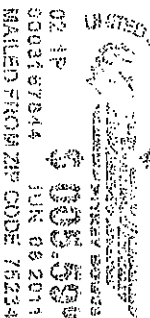
102595-02-M-1540

← FOLD BACK TO REMOVE CARD →

FOLD BACK TO REMOVE CARD →  
IF UNDELIVERABLE RETURN IN 5 DAYS  
JACK O'BOYLE & ASSOCIATES  
ATTORNEYS & COUNSELORS  
PO BOX 815369  
DALLAS TX 75381-5369



7112 4369 4680 1943 4505

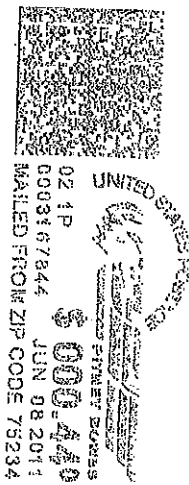


Richard Davis  
and or all occupants of  
26310 Meredith Street  
La Feria, TX 78559

PLH

JACK O'BOYLE & ASSOCIATES  
ATTORNEYS AND COUNSELORS  
P.O. BOX 815369  
DALLAS, TEXAS 75381

Richard Davis  
and or all occupants of  
26310 Meredith Street  
La Feria, TX 78559



PLH

CAUSE NO. 2011 WFD 000047

Wells Fargo Bank, N.A., As Trustee For )  
Option One Mortgage Woodbridge Loan Trust )  
2002-1, Asset-Backed Certificates, Series )  
2002-1 )  
vs. )  
ROBERT RUBIO )  
And/Or ALL OCCUPANTS OF )  
26310 Meredith Street )  
La Feria, Texas 78559 )

JUSTICE OF PEACE COURT

AUG 26, 2011

JUSTICE COURT OF CAMERON COUNTY, TX  
CLERK

PRECINCT 7 PLACE 1

CAMERON COUNTY, TEXAS

ORIGINAL PETITION FOR FORCIBLE DETAINER

TO THE HONORABLE JUDGE OF SAID COURT:

Comes now WELLS FARGO BANK, N.A., AS TRUSTEE FOR OPTION ONE MORTGAGE WOODBRIDGE LOAN TRUST 2002-1, ASSET-BACKED CERTIFICATES, SERIES 2002-1, hereinafter referred to as "Plaintiff", complaining of ROBERT RUBIO and/or All Occupants of 26310 Meredith Street, La Feria, Texas 78559, (the "Subject Property") hereinafter referred to as "Defendant". This court has jurisdiction of this case pursuant to Rule 738, et seq, of the Texas Rules of Civil Procedure, and Section 24.002 of the Texas Property Code, brings this its Forcible Detainer action, and for grounds, therefore, would show unto the Court the following:

I.

Plaintiff is a corporation doing business throughout the State of Texas. Defendant may be served with citation at 26310 Meredith Street, La Feria Texas 78559. Venue is properly in this court as said property lies within the precinct boundaries of this court. Plaintiff states that it knows of no other home or work address of Defendant in CAMERON County. If personal service cannot be had upon the named defendant or an occupant of the property, Plaintiff requests that defendant be served pursuant to Rule 742A Texas Rules of Civil Procedure.



II.

Plaintiff would show unto this Court that it is the owner of the Subject Property by virtue of a Substitute Trustee's Deed. As evidenced by such trustee's deed, Plaintiff, or its authorized servicing agent mortgage company, acquired the property as a result of the foreclosure of the lien created by the deed of trust executed by Defendant.

III.

Defendant and All Occupants of the Subject Property have resided in said property prior to the Plaintiff's acquisition of the same and continue to reside in such property to the exclusion of the Plaintiff's possession of the same. The Deed of Trust executed by Defendant provided that if the Subject Property was foreclosed on by the lien holder, Defendant **"or any person holding possession of the Property through (the Defendant) shall immediately surrender possession of the Property to the purchaser at that sale."** It further provided that **"If possession is not surrendered, Borrower (Defendant) or such person shall be a tenant at sufferance and may be removed by writ of possession."** Following the foreclosure sale, Plaintiff provided written notice (by certified and first class mail) to Defendant that the property should be vacated in accordance with the Texas Property Code. Notwithstanding said demand, Defendant continues to reside in the premises, to the exclusion of Plaintiff. As such, Defendant has committed a forcible detainer.

All conditions precedent to Plaintiff's recovery of possession of the property have been performed or have occurred.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that the Defendant and all occupants of the Subject Property be cited to appear and answer, and that on final hearing of this case Plaintiff recover from Defendant a judgment of possession of the Subject Property, and for such other and further relief as may be just.

Respectfully requested,  
JACK O'BOYLE & ASSOCIATES



•JACK O'BOYLE  
SBN 15165300  
•TRAVIS GRAY  
SBN 24044965  
•CHRISTOPHER S. FERGUSON  
SBN 24069714  
P.O. Box 815369  
Dallas, Texas 75381  
972.247.0653 Fax 972.247.0642

VERIFICATION

State of Texas  
County of Dallas

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, known to me to be the person whose signature is subscribed below and who, after being by me duly sworn, stated upon his oath the following:

"I am an authorized agent acting on behalf of the Plaintiff in this action and am capable of making this verification. I have read the Plaintiff's Petition for Forcible Detainer. The facts stated in it are within my personal knowledge and are true and correct."

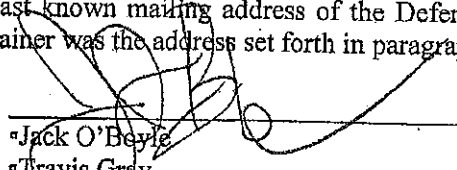
MILITARY SERVICE AFFIDAVIT

"The law firm of Jack O'Boyle and Associates has been employed by the Plaintiff in this matter to secure possession of the real property described in Plaintiff's Original Petition. I have authority on behalf of the Plaintiff to make this affidavit and this affidavit is based upon information provided to this law firm by the Plaintiff or its authorized servicing agent.

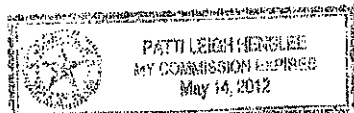
As of the date of this affidavit, the named Defendant is not in the military service or, if in the military, is not on active duty."

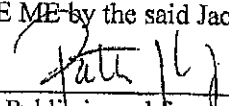
CERTIFICATE OF LAST KNOWN ADDRESS

The undersigned certifies that the last known mailing address of the Defendant named in the foregoing Original Petition for Forcible Detainer was the address set forth in paragraph I of the petition.

  
\_\_\_\_\_  
•Jack O'Boyle  
•Travis Gray  
•Christopher S. Ferguson

SWORN TO AND SUBSCRIBED BEFORE ME by the said Jack O'Boyle, Travis Gray, Chris Ferguson, on the 23 day of AUGUST, 2011.



  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

PENALTY FOR MAKING OR USING FALSE AFFIDAVIT: A PERSON WHO MAKES OR USES AN AFFIDAVIT KNOWING IT TO BE FALSE, SHALL BE FINED AS PROVIDED IN TITLE 18 UNITED STATES CODE, OR IMPRISONED FOR NOT MORE THAN ONE YEAR, OR BOTH.