

Fax Transmission

Attention to:-**Name: 12529311002****Company:****Date: 2016-03-06****Time: 09:21:32 P****From:-****Name: Bryan Canary****Company:****Telephone:****Pages: 7**

DOC 104
7 pages

RE: Bank of America Racketeering -- Attorney Grievance -- Update

Comments/Notes:

Dear Senator Sanders, Senator Warren, Congressman Sarbanes, Senator Shelby, Senator Brown, Congressman Grayson, Congressman Jones and Congresswoman Gabbard,

On 2/16/2016 I filed a Grievance with the Bars in North Carolina, South Carolina and Alabama related to Mr. Tinkler. In dialogue with an Attorney at the SC Bar, it became apparent that if I didn't highlight Mr. Tinkler's violations they weren't going to do it for me. As such, I dug into Rules of Conduct related to "*Transactions with Persons other than Clients*" and *General Misconduct*. I was able to identify violations related to rules 4.1.b, 4.1a, 8.4.b, 8.4.c, 8.4.d and possibly 5.5.b.2 . All of these violations are potentially applicable no matter the details of application! These rule violations are primarily related to the failure to disclose material information and then making claims about that information he refused to disclose (information that should by be FULLY BENIGN, but obviously is not...)

*On 3/7/2016 I will be mailing out a new Grievance to all the bars as a supplement to what they have (or a new request, if they've already closed the file). * This document is Rules centric. While my details actually add to the strength of my position and my experience, you will see you would not have to trust those at all to view the procedural deviance in plain sight.* I have attached the first 5 pages of this new grievance for a snapshot of the document*. If you review this document in full, you will realize the sum total of information the Bar Associations need to gather from Mr. Tinkler to more accurately review some of these rule violations amounts to less than 1/4 of a page of written information... 1/4 of a page of information which should, by all counts, be "totally benign", but seemingly is not since 4 Vice Presidents and an Attorney have refused to put it in writing. Asking the Bar to request that minuscule amount information for a simple investigation does not seem like it should be overly burdensome or intrusive.

I am not naive about the challenges I face getting the Bar Associations to get involved in this "as they should". If any of you feel the Bars should request that 1/4 of a page of information, now would be the time to make that sentiment known. To think I might have to litigate this to get a Judge to make the overtly obvious declaration that underwriting criteria and calculated debt values are "material facts" in an underwriting process, and then require a judge to "pry that information from Mr. Tinkler/Bank of America", prior to asking the Bar again to take a closer look at 4.1.b should be a criminal demand, but it is something that I will have to be consider should they not take the small action required at this time to properly investigate this situation.

To think that I might have to spend my own money in our corrupt civil court systems to pry basic underwriting criteria from the Jaws of Bank of America is disgusting. Bank of America is a Federally chartered Bank. You all or the Bar should be able to assist me with this initial, and most basic

request for information, without forcing me to spend my money on something so sincerely corrupt. If you haven't realized it yet, this can't even rise to the level of a dispute about facts yet, because it's the failure to disclose material facts that caused this to blow up to start with...

In pursuit of proper banking, Attorneys with Ethics, and a truly competitive marketplace,

Bryan

<http://bofa-racketeering-2015.weebly.com>

3/7/2016

Alabama State Bar Association
Center for Professional Responsibility
415 Dexter Avenue
Montgomery AL 36104
334-269-1515

South Carolina State Bar Association
Attn: William Campbell
Commissioner on Lawyer Conduct
PO Box 12159
Columbia, SC 29211
803-734-2037

North Carolina State Bar Association
The Grievance Committee
PO Box 25908
Raleigh, NC 27611
919-828-4620

RE: Grievance - David K. Tinkler, Assistant General Counsel - Bank of America - Take 2

Dear Mr. Campbell (South Carolina Bar), the Alabama Bar and the North Carolina Bar,

Thank you for reviewing my initial notice of grievance dtd 2/16/2016. My initial notice was very broad reaching, and based on Mr. Campbell's response from the South Carolina Bar, I understand it might initially be viewed as a dispute for courts given I did NOT specify violations of the Rules of Conduct for an Attorney as I understand them (Article IV, Item 407, Rules of Professional Conduct found at <http://www.sccourts.org/courtReg/index.cfm>) and given I did not focus on the appropriate details necessary to clarify my perspective on these Rule Violations.

In the case of the South Carolina Bar, I'd like to request a new Grievance Review based on this document, with the first complaint as a supplement to this one. In the case of Alabama and North Carolina, if this document is received prior to closing out the first complaint, please add this as a supplement. If not, please consider this a new complaint, with the first as supplemental information.

Summary of Rule Violations and Document Outline

I became engaged with David Tinkler in a written dialogue that falls into the category of "Transactions with Persons Other Than Clients".

Rule 4.1.b -- I was referred to Mr. Tinkler for the sole purpose of obtaining material information which BofA Vice Presidents refused to put in writing related to what I know to be a fraudulent underwriting denial. The information I sought included 1) underwriting program guidelines with a dual debt-income ratio qualification requirement used to make approvals and denials, and 2) the calculated debt values used in the debt income ratios used to execute my denial. Mr. Tinkler, like the four Vice Presidents prior, refused to provide that material information and he refused to acknowledge the information as I had provided it. Mr. Tinkler's refusal to acknowledge and/or disclose material information, information that should be benign, related to my underwriting denial is a violation of Rule 4.1.b .

Rules 8.4.b, 8.4.c, and 8.4.d -- Instead of providing the material information I sought, Mr. Tinkler made an unsolicited offer in the form of the modification I supposedly did not earn, with a non-disclosure clause stipulation. This was very inappropriate given Bank of America was now giving me what I felt I had earned fair and square, but they were requiring a non-disclosure clause which would prevent me from speaking out about improprieties which I knew to be fraudulent. With this offer Mr. Tinkler became an active participant in fraud and he violated Rules 8.4.b, 8.4.c, and 8.4.d

Rule 4.1.a -- In writing, Mr. Tinkler made one false statement about the information I was seeking and two false statements about the propriety of the Underwriting Guidelines which neither he nor anyone else was willing to put in writing.

Rule 5.5.b.2 -- From my dialogue with Bank of America Vice Presidents and from Mr. Tinkler's signature block, it is clear Mr. Tinkler was presented as, and presented himself as, an Assistant General Counsel for Bank of America, based in Charlotte NC. If in fact Mr. Tinkler is not licensed in North Carolina, or if there is some reason he is considered to be serving in a managerial role separate from that of being a Licensed Attorney, there are violations related to rule 5.5.b.2 .

RE: Bank of America HELOC

Tinkler, David K - Legal <david.k.tinkler@bankofamerica.com> 7/24/15

to me

Got it, Bryan.

I may respond further at a later date, but I will say that I don't like being called a liar. The truth is that I had forgotten about the earlier email. It would make no sense to deliberately lie about that in the context of our later communication, as nothing was to be gained by that. Call me a duck if you wish, but you are mistaken.

David

David K. Tinkler
Assistant General Counsel
Legal Department-Bank of America
Mail Code: NC1-027-20-5
Hearst Tower, 214 N. Tryon Street, Charlotte, NC 28255
Phone: 704-387-5500 Fax: 704-206-3122
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This document has the following sections in support of the statements above:

1. Rule Violations in More Detail - 2 pages
2. Storyline - Rule Violations in larger context - 3 pages
3. Rule Violations in Question - 1 page
4. Rule Violations in Review - 2 pages
5. Summary - 4 paragraphs
6. Appendix 1 - Storyline told only via quotes from emails with Bank of America Vice Presidents and David Tinkler - 15 pages
7. Appendix 2 - Items needed to clarify the Rule Violations - 3 pages

1) Rule Violations in More Detail

I became engaged in written dialogue with David Tinkler, Assistant General Counsel for Bank of America after I was denied a Repayment Term Extension related to my Home Equity Line of Credit Reset Process. I believe this denial resulted from choreographed, false denial scripts and the use of false debt values and irrelevant debt values. Four Bank of America Vice Presidents refused to put the calculated debt values and the dual debt-income ratio underwriting guidelines used to deny me in writing, and I believe this refusal is indicative that the facts themselves prove the fraudulent nature of the dealing.

Said extension would reduce a pending payment increase from \$900/month to \$2600/month to an increase from \$900/month to \$1900/month, so this underwriting process was very significant to me.

I sought:

1. The calculated debt values used in two debt income ratios (debt value = principal + interest + taxes + insurance + second mortgage).
2. The Program Guidelines (underwriting guidelines) used to a convoluted dual ratio system which resulted in a 15 year debt-income ratio as the deciding factor in a 25 year repayment term application.

The debt ratios and underwriting guidelines I was seeking in writing:

1. Are significant to me as they represent a \$700/month difference in payment
2. Are related to the math upon which one is judged
3. Are the facts used to make an approval or denial decision.

4. Should be BENIGN at all times

To issue an underwriting denial for a \$700 payment reduction while refusing to disclose in writing the Underwriting Guidelines required for earning an approval and the calculated debt values used to execute a denial is beyond all reasonable and rational comprehension.

As a Licensed Attorney, Mr. Tinkler should not and/or does not have the same leeway to refuse to provide such material information as the Banking Executives did, without jeopardizing a **Rule of Conduct Violation (4.1.b)**. Instead of providing the material information I sought, Mr. Tinkler became an active participant in the fraud when he made an offer for the Repayment Term Extension I was denied, with a non-disclosure clause attached.

Such an offer for a "unearned" Repayment Term Extension seems to be an attempted bribe and/or reverse blackmail (violations of **Rule 8.4.b, 8.4.c, and 8.4.d**). When I didn't immediately accept the offer, Mr. Tinkler made a false statement (violation of **rule 4.1.a**) by claiming "we have agreed to give you exactly what you were arguing about" when there is NO dialogue to support I ever asked for the gift of an unearned extension and I certainly never asked for any solution with a non-disclosure clause. To state this was "exactly what [I] was arguing about" is a gross distortion of facts for the purpose of convoluting written dialogue.

Finally, Mr. Tinkler made two false statements (violation of **rule 4.1.a**) by claiming propriety and appropriateness for the "underwriting guidelines" that he and 4 other Bank of America Vice Presidents have, to this day, have yet to put in writing for my records.

In researching Mr. Tinkler for this Grievance, I was surprised at my inability to easily confirm from the NC Bar association website Mr. Tinkler's membership with the NC Bar Association. From my dialogue with Bank of America Vice Presidents and from Mr. Tinkler's presentation of himself via his signature block (shown earlier in this document), it is clear Mr. Tinkler claims to be acting as, an Assistant General Counsel for Bank of America, based in Charlotte NC. If in fact Mr. Tinkler is not licensed in North Carolina, or if there is some reason he is considered to be serving in a managerial role separate from that of being a Licensed Attorney, there are violations related to **rule 5.5.b.2**. Based on my research, Mr. Tinkler seems to be a member in good standing of the Bar in South Carolina and Alabama, and I can not find any record of prior sanctions or violations in those jurisdictions.

With his behavior, all documented in writing:

1. Mr. Tinkler refused to provide material information that would separate him from a fraudulent situation (violation of Rule 4.1.b).
2. Mr. Tinkler made a financial offer for monetary relief which was positioned as a loan modification, but was in fact a bribe/reverse blackmail (violations of Rules 8.4.b, 8.4.c, and 8.4.d).
3. Mr. Tinkler made three false statements (violations of Rule 4.1.a).
4. Mr. Tinkler may be representing himself as a Licensed Attorney in an inappropriate manner (violation of Rule 5.5.b.2)

Obviously, it may be difficult to rule on anything but Rule 4.1.b and 5.5.b.2 until the material information I am seeking is disclosed by Mr. Tinkler or another at Bank of America. That disclosure can be made in less than 1/4 of a page of writing, that information "should be benign" and thus the secrecy is suspect and seemingly self-incriminating, and there is no reason to believe the Bar would be getting over involved by requesting that material information from Mr. Tinkler to assess truthfulness of statements related to propriety made by Mr. Tinkler.

2) Storyline - Rule Violations in Larger Context

I entered into a HELOC Agreement in 2005. At time of origination I was verbally promised a fair and reasonable Renewal Application Process at time of Reset in 2015 (there is a Renewal Option in our Agreement). At time of Reset, a Renewal Application process was arbitrarily refused numerous times by various employees at Bank of America. Without a Renewal, my \$900 interest only payment was destined to adjust to \$2600/month (good incentive to bank to arbitrarily deny a Renewal Application). After formal notice of the \$2600/month adjustment and prior to the Reset Date, Bank of America, via form letter, offered the opportunity to apply for a Repayment Term Extension Application Process (another option in the agreement). A Repayment Term Extension would decrease the pending \$2600 payment to \$1900/month by converting the default 15 year repayment term to a 25 year repayment term.

At time of application for the Repayment Term Extension, Bank of America employees refused to disclose the debt-income ratio requirements for qualifying for the Repayment Term Extension.

Transparent debt-income ratio requirements are an integral part of a transparent lending system. Bank