Bryan Canary

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DOC 130
9 pages

6/14/2016

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

RE: Grievance - David K. Tinkler, Assistant General Counsel - Bank of America - Take 3

Dear Ms. Mott,

I want to offer a sincere thank you to you and the Alabama Bar for the consideration to my Grievance. Given the information provided I could not have asked for more action nor expected more of a reaction to David's response. Thanks to all involved.

The South Carolina Bar was not as considerate. My suspicion is that David's family in South Carolina may have had an influence on their lack of consideration. The South Carolina Bar was given the exact same information you were, so something is certainly different. Tinkler family presence in the state and proximity to Charlotte North Carolina, Bank of America's Corporate Headquarters is all I can discern as a difference at this time. David's brother is a licensed Attorney in South Carolina who recently ran for Mayor of Charleston. David's niece was a state Congresswoman who just shifted into some type of Treasury position. It seems David's nephew may also be a licensed Attorney in South Carolina.

Two New Relevant Items

Two relevant items have come to light since Take 2. In May 2014 I discovered a Bulletin from the Office of the Comptroller of Currency (the OCC) to the CEO's of all National Banks. Also in May, I found my way to Regulation Z of the Truth in Lending Act.

1) July 2014 Bulletin from the OCC

In July 2014, the Office of the Comptroller of Currency, a group within the Department of Treasury, issued a Banking bulletin to the CEOs of all major banks on behalf of the Board of Governors of the FED (among others). It discussed the pending payment adjustment crisis. It told Bankers to behave "prudently" as it related to all renewals, extensions and conversion. It went on to tell them to make sure principal and interest payments were collected from all account holders in a reasonable manner.

Ooops. Do you see the problem with this? Renewals would NOT have principal payments.

This cleverly written bulletin was in fact the order to our National Banks, which are now no more than Servicing Centers for the FED and/or the OCC (who are not operating with a “free market” mentality), to deny renewal application processes and force the conversion of open ended credit terms to closed end credit terms.

At time of origination, the closed-end credit terms were explained away as "for qualification purposes only", because the product was, and always had been, a renewable line of credit. The “for qualification purposes only” credit term was an origination suppression technique that kept these amazing products out of the hands of the commoner.

Such a system ensures a high degree of credit control over the majority of the population via our non-natural closed-end mortgage industry, but it gives those with greater income greater freedom.

The reality that the closed end credit term was originally for suppression only is evident by the shove-in bail-out process executed across the industry in this HELOC Reset Crisis. That strange bail-out after shove-in anomaly is in fact what raised attention to this overarching fraud. That bankers have figured out their error and they are no longer openly offering the bail-out, but it’s too little too late.

It is under this fraudulent umbrella created by the OCC that Bank of America created a second game. The second game was fraudulently denying the bail-out process expected by the OCC to prevent their game from getting outed.

2) Regulation Z of the Truth in Lending Act

Without the assistance of a single attorney, and after having spoken to quite a few including some at the Bar of South Carolina and North Carolina, I stumbled my way onto the mother load as it relates to Bank of America and David Tinkler’s behavior.

Regulation Z of the Truth in Lending Act (12 CFR Part 226) outlines Rules and Regulations related to Consumer Credit. Consumer credit includes all aspects of lending: unsecured credit cards, secured credit cards, Home Equity Lines of Credit (specific type of secured credit card) and installment loans such as traditional mortgages, car loans, student loans, etc. Most importantly for this situation, Regulation Z covers Ability-to-Repay analysis and Debt-to-Income ratio analysis in ways that are going to make heads spin.

All forms of credit actually fall into one of two **mutually exclusive categories**, **open-end credit** or **closed-end credit**. Understanding those two categories with absolute clarity is critical to understanding the nature of all the nefarious game that were launched over a decade ago to slowly shift the most powerful Consumer Lending Product out of view. The open end and closed end credit are not difficult to comprehend, but a few tips are required to avoid cognitive traps related to the naming nomenclature.

The Banking Agreements put in play in the mid 2000's are actually "hybrid banking agreements" / "hybrid credit agreements". They no more qualify to be marketed as a Line of Credit Agreement than a chocalate vanillla twist cone should be called a chocolate cone. I'm not going to bemoan False Advertising as you might expect, because the Agreements themselves reasonably presented the actual terms. The False Advertising has been used, however, to mask a product void in the marketplace and to alter mass perceptions of "what a line of credit is" to permantly protect the non-natural closed end mortgage industry. Ultimately, Bankers and our own faux Government Servants use Credit Control to manage our growing population. This is HELOC Reset Crisis is a joint effort between the two to maximize mutual interests.

Finally, as should be obvious and expected, there is NOTHING in Regulation Z of the "Truth in Lending Act" that supports "Creditor Privacy" regarding Program Guidelines related to Ability-to-Repay analysis. ZERO. ZIP. NADA. In fact, the opposite is true. Regulation Z specifies that Creditors are to "ensure" correctness of analysis, and if they aren't to ensure that to the Consumers they are dealing with, who the hell is left?

Bank of America Fraudulent Underwriting Process

Bank of America committed over 20 Regulation Z violations. Regulation Z includes 9 litmus tests for determining if a creditor operated in Good Faith. Bank of America, fails 5 out of 9 of those tests, and the other 4 aren't relevant. They literally could not have behaved worse.

Most importantly, the majority of the violations are in fact related to math and Ability-to-Repay analysis. They are about rules and guidelines that need no interpretation to determine if there were violations. Some simple numbers are all that are needed for clarity. (thank goodness). And in the absence of those, a "Monthly Residual Income Analysis" can be used to assess a Creditors Good Faith. I included a "Monthly Residual Income Analysis on the cover page of my application. I also included a "Monthly Residual Income Analysis" in my "information bomb" to David Tinkler (it's referred to as "In Plain English"). David's refusal to address that paragraph alone is a violation of one of the Litmus Tests for operating in Good Faith.

Do any of you realize Regulation Z specifies Debt-to-Income ratio calculation requirement details to the nub?

Do you realize it specifies things such as modifying non-amortizing terms to amortizing terms for purposes of proper risk analysis?

Do you realize it specifies an alternate analysis for Debt-to-Income ratio analysis called "Monthly Residual Income" analysis to verify if in fact the Debt-to-Income ratio analysis was in fact providing an accurate assessment of risk?

Do you realize I've just presented several significant problems both systemic and individual related to my Ability-to-Repay Analysis that were laid out in nitty gritty detail in my emails and my grievances, but without the reference to Reg Z Violations, so you all could have been the heros?

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The RUB for David

While Bank of America and David can generally claim immunity from the arbitrary denial process, since the directive for that Fraud happened at the level of the OCC, the same letter that commanded them to commit that Act also established the requirement for them to behave in a "prudent" manner with regards to all aspects of renewing, extending, and modifying Agreements for this exact HELOC Reset Process conundrum. Prudent is defined in the document. The document approaches "In Good Faith" but it carefully avoids those exact terms to attempt to leave a loophole, but the loop hole gets closed with other text. While I've just exposed the OCC for a corruption worthy of Treason, they are still a Federal Agency, no matter how corrupt, and that document establishes the need for Bank of America to play well with consumers.

Specifically, That document stipulates ALL Consumer Protection laws and applicable Federal Regulations were to be obeyed during this End-of-Term process, and Ability-to-Repay analysis was to be performed in accordance with all relevant federal guidelines (which happen to be contained in Regulation Z of the Truth in Lending Act).

Facts

1. The OCC Bulletin establishes there was a known banking event from 2014 to 2018 related to End of Draw period payment shock (albeit the bulletin itself that actually creates the shock).

2. The OCC Bulletin establishes a responsibility for Bank of America and all National Banks to behave in a "prudent" manner with all renewals, extensions and modifications. Thus, the utterly insane legal argument that BofA may not have had to act in Good Faith on anything other than a fully executed origination is now garbage. Likewise, that is the first major hole that needs to be plugged in the Truth in Lending Act (for attorneys out there with a conscience). Realizing the nature of that loophole was a benefit of 100 hours of reading and documenting Regulation Z.

3. Regulation Z provides detailed requirements and recommendations for Ability to Repay analysis and litmus tests for determining if a Creditor operated in Good Faith.

4. Regulation Z defines the Debt-to-Income ratio analysis and all details related to that calculation. With this, the Debt-to-Income ratio related information I was requesting is established as a Material Fact without the necessity of a Judge or a Civil Case.

5. My "information bomb" to David Tinkler (my response to his initial email) actually exposes over Eight Regulation Z violations to him at a rate of one per paragraph. (I've provide a link to that analysis below)

6. Upon reading my Information Bomb, only one of two scenarios existed:

a. David recognized the paragraphs I had presented as numerous violations of Reg Z of the Truth in Lending Act, in which case his refusal to provide details to the material facts I sought are a violation of Attorney Code of Conduct. Given the size and breadth of this scam (750,000 Bank of America customers) David's license to practice law should be revoked

OR

b. David did NOT recognize any of the eight (8) Regulation Z rule violations I had detailed, in which case his incompetence in a fraud that was being run company wide on as many as 750,000 people should preclude him from retaining his license to practice law.

The egregiousness of either answer constitutes loss of license.

7. As Corporate Counsel for his client, Bank of America, David Tinkler's refusal to provide the material facts I sought related to faulty debt values, that could have been discerned with the "residual monthly income analysis" I had provided in writing, is a violation of Attorney Code of Conduct, as detailed in Take 2.

The defensive claim that Corporate policy would prevent such disclosure is an attempt to view Corporate Counsel on two sides of the fence at the same time.

Either Corporate Counsel is an employee, and subject to Corporate Rules of their employer, in which case they can not act as a truly Independent Counsel

OR

They are an Independent Counsel, in which case the excuse of a Corporate rule can NOT be used to excuse the duties of being an Independent Counsel.

It's one or the other:

1) He was/is an employee subject to Corporate rules that supersede his obligations of Attorney Code of Conduct, in which case he was/is practicing law without a license

OR

2) He was/is an Independent Entity and thus, any Company guidelines requesting privacy don't apply. In such case, when asked for Debt-to-Income Ratio analysis details (material facts as established above) which are known by anyone who is competent in Banking Regulations related to Credit to be fraudulent, and which could have been determined to have been problematic with a "monthly residual income analysis" that had been presented

to him in writing, a refusal to provide those material facts then includes him in the fraud.

8. Per his Linkedin Profile, David Tinkler has been involved in Banking Law since 1987. It only took me 100 hours to master the relevant parts of Regulation Z to discuss this topic to no end. I would hope he could have done the same with 29 years in the business.

Supporting Documents

I have decided to save paper this time. I am not going to print out all relevant documents for you all. I'm feeling more green by the week All relevant documents can be found at

http://the-heloc-reset-crisis-unmasked.weebly.com/

The documents below are listed in order of relevance to you all as Attorneys (as best as I could guess):

- VOLUME 1 - The REVEAL > Chapter 9 - Regulation Z - A Formal Introduction
- VOLUME 1 - The REVEAL > Appendix A -- Regulation Z - Top Level Outline
- VOLUME 1 - The REVEAL > Appendix B -- Regulation Z - Relevant Paragraph Outline
- VOLUME 1 - The REVEAL > Appendix C -- BofA Fraudulent Underwriting Process with OCC Bulletin and Regulation Z Commentary
- VOLUME 1 - The REVEAL > Appendix D -- BofA Fraudulent Underwriting Process -- Full Timeline with Regulation Z Markers
- VOLUME 1 - The REVEAL > Appendix E -- Questions for the Bar
- VOLUME 1 - The REVEAL > Appendix F -- Names of People
- VOLUME 1 - The REVEAL > Appendix G -- The OCC Bulletin from July 2014
- VOLUME 1 - The REVEAL > Chapter 1 through 8

Comments Regarding David's Grievance Response

David seems to have an over-inflated Ego, bordering on a God complex with a touch of dementia. He seems to feel what he says can enter the minds of others via mind control, as opposed to needing to have basis in the same reality as the rest of us.

- "**While he has submitted voluminous materials, there is no substance or merit to his allegations against me**". -- false

- "**I first emailed Mr. Canary on June 29, 2015 and explained to him that the bank had declined to renew his HELOC in accordance with Bank policies. I also suggested he contact a Customer Relationship Manager if he wanted to apply for a loan modification**" -- After the Renewal denial mentioned, BofA of their own accord, offered me a modification application process. I entered into it. I was tortured with two choreographed False Denial processes with bad math that could be seen from a mile away (if you are good with math). I had 16 pages of emails detailing the fraud before I got to him. Yet his

memory is that he told me I could apply for a modification? His testimony indicates that when I got to him, he told me to start over again. Can we disqualify him for dementia now and save all of us the headaches?

- "**I next emailed Mr. Canary on July 1, 2015. I advised him that the Bank was prepared to modify his HELOC as he had requested, provided he would agree to a release and nondisclosure Agreement. In other words, I proposed to him a settlement, with fairly standard terms, in order to resolve a dispute between the Parties (Mr. Canary and the Bank). I asked Mr. Canary to advise if he was interested and if so, I would draft an agreement for his consideration**" --Somebody let him put that in writing? Where is his personal legal counsel when he needs them? Brother Tinkler, where are you?

  1) Per Regulation Z of the Truth in Lending Act, and per the OCC bulletin specific to this exact scenario, Creditors are to use proper Ability to Repay analysis to determine credit worthiness for credit originations and modifications (a modification is just an origination that may or may not be based on some part of the text of a prior Agreement). There are ZERO Regulations in the Truth in Lending Act that indicate a bank should consider modifying an agreement solely because it was requested by a consumer without information related to an Ability to Repay analysis. Furthermore, Mr. Tinkler is dying to use mind control to convince the unconscious reader that I was arbitrarily asking for a modification in 30 pages of emails as opposed to asking for details related to math used in the choreographed fraudulent denial process.

  2) A glance at the emails with Tinkler and the prior ones with all banking execs show that I was seeking material facts related to an underwriting denial. In specific terms, I was seeking clarity and ownership for very bad math.

  3) His statement regarding a "settlement with fairly standard terms" is cringe worthy. The "settlement offer" as he describes it just so happens to be identical to the modification terms I was fraudulently denied, so it was not as if it was drawn up from scratch on a napkin. His indication that such offers were "fairly standard" implies, that he had done this numerous times prior. That is indicative of recurring fraud and racketeering.

  Someone should proof his responses for him next time OR he should give up his license.

- "**On July 24, 2015, Mr. Canary sent me an email in which he rejected the settlement**" --

  That is a truthful statement. I rejected it because,

  "I don't feel comfortable accepting an offer for an extension [modification] with a non-disclosure agreement. You all offered an application process, with outward implications of an earn-able benefit of a reduced payment. With the documentation I provided, I should have earned that benefit had the Program Guidelines been written with

the risk-reward model and/or "fairness" in mind. But they weren't, and the net result was that I didn't get the extension [modification] (which was in line with your intentions when creating the Program Guidelines). Accepting something now that I did not earn per the Program Guidelines as you all established them is conflicting to me. I like to earn that which I receive, and I don't like to take that which I did not earn. "

DO YOU SEE THE PROBLEM NOW WITH THE LATER CLAIMS IN THE CFPB RESPONSE ?

-- David claims I was involved in a dispute not regulated by any federal guidelines, and he never claims I was approved for anything. He claims Bank of America caved, and as part of the caving, they deserved a non-disclosure agreement

-- The response to the OCC from Bank of America indicates I was "approved on an exception basis" and the nature of the exception justfied a non-disclosure.

-- Reg Z does not outline "exception" based approvals that can not be documented, and it does not offer any paragraph up for Creditor privacy.

Bank of America's response to the CFPB neither matches Mr. Tinkler's view of the story (which was that it was a dispute not regulated by any federal guidelines) nor my email to Tinkler which indicated I had never been approved for anything.

The offer from Tinkler with the non-disclosure, when viewed in proper context, was a Bribe for silence with full knowledge of numerous Regulation Z Rule violations. More than likely, David had full knowledge regarding the Arbitrary Denial process via the OCC, given 29 years in corporate Banking Law. The true gist of his offer was really, "We'll give you that which we fraudulently denied, as long as you don't tell anyone what we are doing".

- "**My personal belief is that Mr. Canary's claims are frivolous**" -- With this statement, Mr. Tinkler not only lobs a direct insult at me, he is also infact lobbing an insult at those in the Alabama Bar who felt it was worthy enough to demand a response. I realize "frivolous" has specific, non-personal meaning in the legal realm, but I'm going to take it personally to try to get others to take it personally too.

  The Alabama Bar did NOT have to take action on this, as was the choice of the South Carolina Bar. The fact that you all took action is seemingly enough to conclude "frivolous" wasn't a good adjective. David started off the letter saying "there is no substance or merit to his allegations" and I feel that was much better word choice. It was less offensive to me, the Alabama Bar and this situation directly affecting 3.3 million people, and all citizens in our country.

  Thank goodness we aren't all subjected to his belief system daily (re "my personal belief").

We would be wrought with stress and pain that knows no bounds. A stress that he has seemingly been oblivious to for many decades, but one which should be surfacing about now.

Summary

David Tinkler has no business retaining his Law License in Alabama nor South Carolina. It's time to retire that old dawg. I have forwarded David a copy of this notice (electronically) and notified him of it's publishing on http://bofa-racketeering-2015.weebly.com/ . I have asked David to give up his license of his own accord in a separate email.

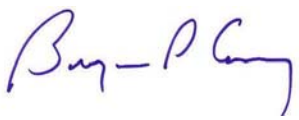
I have asked David to spare all of us the Time and Energy that might be needed to remove his license. Any expenditure of my Time and Energy and that of the Bar(s) would include far greater attention and public exposure for all of us. I really want no part of that, and I can't fathom those in the Bar do either, unless you all want to send a message to others like David, in which case, I'm all in! My publishing skills are at your service.

If David does not willfully surrender his licenses, and If you all review this and you find there is merit for further investigation, I will participate as needed.

If David does not willfully surrender his licenses, and If you all review this and you find there is NOT merit for further investigation or action, I'll publish final notices, reference my experiences with this process and that will be that.

If David does not voluntarily give up his license, from my perspective, he will become a ward of the legal realm for a very long time. I don't think anyone wants that for another, including me.

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



Bryan Canary

Self-Employed US Citizen

cc: David Tinkler, Assistant General Counsel, Bank of America (digitally)

Brian Moynihan, CEO, Bank of America (digitally)

South Carolina Bar (snail mail)

the internet -- http://bofa-racketeering-2015.weebly.com/ (home page, 6/14/2016)