

Statement

Keith A. Simpson, Jr.

13 April 2021

The following is a statement of the facts of our case as I know them to be or believe them to be.

We hired a law firm Morris DuPont (MDP) in 2011 to help us obtain a mortgage modification. The 2008 housing crisis had devastated my construction business and we needed help badly to restructure our finances. We discovered MDP and their mortgage modification practice through their radio program. I met with Jennifer Barrow at MDP and paid a retainer to commence the mortgage modification paperwork process. The modification process was working its way along going slowly, however, there was never any mention of going to trial and no mention of any risk of losing our home. As we were working our way through the process, in January 2013 my wife was being treated at Baptist Hospital and was severely overdosed on opioids. During the efforts to revive my wife from the total respiratory and cardiac failure caused by the overdose, she developed a brain bleed. My wife had multiple operations to save her life but was left permanently disabled. This medical accident turned our world upside down at every level. Needless to say, it also required us to revise our modification application as my wife was no longer able to work.

I don't know if the additional time it was taking to revise our mortgage modification application was wearing on the bank, but in October 2013, the bank attorneys had the court set a trial date to foreclose on the property for December 06, 2013 with Judge Zabel. We pushed on very hard to complete the modification process. The process was progressing so well that on November 21, 2013 the bank attorney, in agreement with MDP, filed an unopposed motion for continuance of trial advising the court that both parties had been working "diligently" to resolve the action through settlement and simply needed a bit more time. The bank requested a 90 day extension. MDP assured my wife and I that a continuance would be granted given that the plaintiff, the bank, had requested it. Ms. Barrow said it would be a quick motion calendar appearance before the judge, I didn't even need to attend the hearing. It seemed as though we were finally going to get our modification and that our life would start to settle down. It was not to be. The judge for that hearing was Judge Scola, not Judge Zabel who had been handling the case. Judge Scola DENIED the unopposed motion for a continuance

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because the case was two years old, no other reason. Two years of hard work wasted in an instant. The name partner of MDP, Wil Morris called me to break the news. Over the next few days, Ms. Barrow told me that we were not ready for the trial, could not get ready in less than a month and would lose at trial. I was stunned. Ms. Barrow told me that the mortgage modifications were close to resolution as stated in the unopposed motion for continuance and advised me to sign the consent agreement as my only option to buy more time. Ms. Barrow assured me that the bank was eager to get the mod in place and would continue to work with us in good faith after the consent agreement was signed. Ms. Barrow assured me we would have the modification in place before the sale date in approximately 90 days from the date the consent agreement was signed. This unexpected ruling by Judge Scola placed me and my wife under tremendous distress. Judge Scola wrote in the order that the bank and we could continue modification while the property was put in position for sale. I know now that at that point the bank had won. They had absolutely no incentive to continue modification discussions with us. They had won back the property. I reluctantly signed the consent agreement and returned it to Ms. Barrow 11-21-2013 by email with a cover email clearly stating my misgivings, asking her to modify/amend the consent agreement to include a provision to continue modification efforts. The consent agreement had to be modified within 30 days of signing. Morris DuPont did not attempt to modify the consent agreement as I requested and the agreement went into effect as signed.

The mortgage modification process promptly proceeded to fall apart after the consent agreement was signed and we stopped hearing from the bank. Our home was sold back to the bank on February 11, 2014. MDP had no options for us and we were told to prepare to move out of our home.

My wife and I were desperate to save our home. We had lived there for 16 years at that point. My wife was disabled and the house was modified to accommodate her wheelchair and limited mobility. Our CPA referred us to Bruce Jacobs. I went to Bruce's office in March 2014 and in literally 90 seconds or less of looking through our mortgage documents, Bruce found that our mortgage was part of the "robo-signing" scandal which I knew nothing about at the time. I had no idea what "robo-signing" was, MDP had not mentioned it. Bruce immediately launched our defense, opposing the sale of our home and taking steps to reverse the foreclosure.

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As Bruce was presenting evidence to the court the bank was fighting hard to evict us from our home. My wife and I lived under the threat of eviction for years. Notices to vacate, Writs of Possession appeared from time to time. Through Bruce's efforts, the court recognized that we had not been treated fairly and delayed and/or stayed notices and writs through 2014 and 2015.

Our case was officially reopened January 30, 2015 by Judge Eric Hendon.

My wife and I continued to request a mortgage modification from the bank as the proceedings went forward. All we wanted was a chance to stay in our home. We had ample income to support a mortgage and had built up substantial equity in the property which we were counting on for retirement. My wife and I were able to stay in our house while Bruce worked through the process of presenting evidence to the court. During a hearing on May 12, 2015, Judge Hendon ordered us to pay the BNYM \$2,600 per month to remain in the house. This order was fair and fine with my wife and I. It seemed as though the bank might finally admit our ability to pay our mortgage and reconsider approving a modification for us. We kept asking for a modification, unfortunately, that did not happen. We paid the \$2,600 on time all the way up to the September 28, 2016 hearing.

On September 28, 2016, there was an evidentiary hearing held in front of Judge Hendon. Judge Hendon considered the extensive case records, considered the arguments by Mr. Jacobs and the bank's attorney and vacated the foreclosure. Judge Hendon returned the case to the posture it was in prior to the foreclosure and sale. Judge Hendon ruled that the bank could pursue foreclosure and we would be able to present defenses. Leading up to the ruling that day, Judge Hendon addressed the bank attorneys claim that Mr. Jacobs was on a "fishing expedition". Judge Hendon took exception to the remark and made clear that the court was concerned about searching for the truth. Judge Hendon also commented on the competency of the work that MDP had done on our behalf and wondered why we weren't there to hear a motion on MDP's competency. Judge Hendon made a fair ruling. I had no issue with having to put on a defense, something that Morris DuPont had not done allowing our home to be lost.

The bank appealed Judge Hendon's ruling to the Third District Court of Appeal (3DCA). On October 17, 2017, the 3DCA reversed Judge Hendon's ruling. The 3DCA appeared to totally disregard the fact that Judge Hendon had thoroughly considered the evidence

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prior to his ruling. Judge Hendon had been overseeing our case for nearly two years and had intimate knowledge of all the facts and circumstances. The 3DCA also appeared to dismiss Judge Hendon's concern about searching for the truth. Judge Hendon had set the case back on fair ground by allowing the bank to re-file for the foreclosure which would not have diminished the bank's position assuming it was valid and allowing us a proper defense by a competent attorney. Neither side was unfairly advantaged or disadvantaged by Judge Hendon's ruling. I found it especially unreasonable that the 3DCA took the time to create a substantial footnote declaring that the representation by Morris DuPont was competent. The footnote makes incorrect statements regarding the discovery. I did not have full access to discovery as my attorney at the time, Ms. Barrow had agreed to discontinue discovery early on. She was only focused on a mortgage modification, something she testified to in the September 28, 2016 evidentiary hearing. The footnote ignores my misgivings about signing the consent agreement and ignores the fact that Morris DuPont did not amend the agreement as I directed them to do so in writing. The footnote states that all relevant information concerning mortgage documents was available. Not factual. Mr. Jacobs still labors to this day to compel the bank to provide all relevant information concerning our mortgage documents. The 3DCA should have given the case back to Judge Hendon respecting the fact that he had spent nearly two years diligently sorting through the facts for the truth.

A subsequent writ of certiorari filed at the Florida Supreme Court was denied on March 12, 2018 by Mr. Jacobs. The court denied our request.

A writ of certiorari was filed with the United States Supreme Court on August 09, 2018. It was distributed to the Justices for Conference on October 10, 2018, scheduled for October 26, 2018.

During the time that our case was winding through the 3DCA and Florida Supreme Court, Judge Hendon was reassigned. Judge Antonio Arzola was assigned to our case. Judge Arzola denied several motions by Mr. Jacobs and granted the banks motion for a writ of possession on May 15, 2018.

Not wanting to be put out on the street, I rented a house a short distance from our home and started moving out of our home on July 18, 2018. Most of our possessions went into storage. The house we rented was not adapted for a person with disabilities
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and presented a significant hardship to my wife and me to accomplish our day to day activities.

My wife and I were served with a Notice of Eviction on August 03, 2018 and given 24 hours to vacate the property. I removed the last few items from the house, locked it up and left. The property was left secure and in good shape. I had the electric account closed. The home owner's insurance was terminated. The cable account closed. I stopped the pool service and the yard service. I turned off the water heaters at the panel. I photographed the property extensively inside and out before leaving.

Seven years of tortuous conflict over a \$500,000 mortgage. I still cannot believe it. At this point we have lost our home of 20 years and lost several hundreds of thousands of dollars of equity we were counting on for retirement. We have paid out far more in attorney fees than we would have paid for mortgage payments. The stress on my wife and me is indescribable. It is clear from the evidence that Bruce Jacobs has painstakingly uncovered, that my wife and I (and other home owners) are victims of a dishonest banking system. It appears also that the banks have committed crimes against the courts. All we wanted was a mortgage modification so we could stay in our home. This case has developed into so much more. The banks are caught and this case is now only about not allowing Bruce Jacobs to discover and expose the complete truth about how the banks defrauded their clients and the courts.