

From: "DOUGLAS GRUBER"

on 09/16/2004 10:21:50 PM

Subject: Disputes on Credit Cards

To Whom it may concern,

Thank you for the opportunity to be heard.

CitiFinancial Mortgage has provided inaccurate, harmful and false information to the credit agencies, concerning my wife and I.

We have begun to pursue legal remedies, as the disputes and certified letter campaigns have resulted in no corrections. We retained a attorney after considerable frustration in attempting to resolve the issue of the correct amount owed under our referenced obligation to Citi Financial. Experian now is refusing to investigate our disputes, as Experian claims it has "previously investigated" our disputes.

Citi Financial has responded to our attorney's letter and corrected some of their mistakes in the handling of our account, but still there are considerable accounting errors and missing extra principle payments that have not been properly accounted for by Citi Financial.

Citi Financial may leave us with no alternative but to institute an action against Citi Financial for declaratory relief, and any other action cause appropriate plus all reasonable attorney fee's and cost's incurred.

We had sent a complaint via internet, on June 3, 2004, to the Federal Trade Commission utilizing the internet provided FTC Consumer Complaint Form provided on the website. To date we have not received a response from the FTC.

On July, 19, 2004, my wife and I received a letter from the Florida State Division of Consumer Services / Office of Consumer Financial Affairs, in response to our additional complaint we sent to the State of Florida. In this letter, to us, it is stated that "Chief Financial Officer Tom Gallagher is interested in a fair and fast resolution of all consumer complaints." Therefore, Tom Gallagher's office has sent our complaint directly to Citi Financial in Coppell, Texas, requesting that Citi Financial address our concerns within 30 days of the letter as to how Citi Financial may have violated or is about to violate Florida Chapter 494.001-494.007 Mortgage Broker and Lending Laws. Citi Financial has yet to respond to the State of Florida, concerning this issue.

To date our credit reports show that a foreclosure proceeding has been initiated by Citi Financial Mortgage, thus creating severe irreparable damage and undo hardship to our creditworthiness for future mortgages or possible credit extensions. Even our personal bank had some concern and had considered not issuing renewed debit cards. Once we explained to our bank and our personal bank knowing our character, they issued new cards to us! We need to get this resolved immediately.

The events are as follows:

- 1) On or about March, 2004, we commenced attempting to obtain payoff information for our CitiFinancial obligation. The payoff information we received appeared to be inaccurate. After dealing with multiple people on multiple occasions, on or about April 28, 2004, we provided a RESPA request to CitiFinancial pursuant to 12 U.S.C. 2605(e). CitiFinancial received the RESPA request via certified U.S. Mail on May 1, 2004.

2) On or about May 1, 2004, CitiFinancial filed an action in Pasco County, Florida Case No. 51-2004-CA-1408-WS, seeking to foreclose on the subject mortgage, claiming the loan was in default for the period of February 15, 2004 and subsequent payments.

3) On or about May 20, 2004, we were served. We then attempted to communicate with their attorney as directed in the papers served. Their attorney was initially unresponsive, but by June 2, 2004, their attorney directed us by letter to contact CitiFinancial, Loss Mitigation Department, concerning this action, as he was unable or unwilling to talk with us.

4) On or about June 2, 2004, we received a payment history presumably in response to our April 28, 2004, RESPA notice. The payment history contained multiple errors. We had multiple conversations with the CitiFinancial Loss Mitigation Department in an effort to identify and resolve the errors. It was our position that the loan obligation was not in default and we could prove it. CitiFinancial had failed to properly apply payments received on the subject loan, most particularly by failing to properly apply principle reductions, failure to timely apply payments timely made, improper assessment of late charges, and the omission of one payment.

After attempting to work with CitiFinancial for a considerable amount of time, we transmitted to CitiFinancial correspondence outlining the problems and issues with the CitiFinancial accounting and offered to pay off the loan obligation by offering a very reasonable sum, along with a satisfaction of the loan obligation from CitiFinancial in full and complete. We demonstrated in the letter to CitiFinancial it would be in CitiFinancial's best interest to accept our offer, as we demonstrated proof of our position, in our letter.

5) On or about June 11, 2004 CitiFinancial's attorney filed a Noticed of Dismissal of the pending lawsuit. CitiFinancial has not responded to our offer of settlement and stated that they would rather we just keep paying the note and they would correct the accounting.

To date the accounting issues are in error and CitiFinancial keeps changing the terms of the loan as demonstrated by language in their month to month statements and we wish to just pay off the obligation and be done with them. But, we cannot get accurate accounting from CitiFinancial and every time we receive new accounting information the errors change. No two accounting statement of our loan has been consistent from CitiFinancial, and they offer no clarification or justification.

CitiFinancial is reporting derogatory information to the Credit Bureaus, along with verifying inaccurate reporting as per the Credit Bureaus investigations.

In a letter dated July, 26, 2004, from CitiFinancial, executive Communications Specialist, CitiFinancial apologized for our frustrations encountered and provided an updated RESPA response thus again containing errors, although this time showing all payments had been made timely since 1999 and no penalties. Still CitiFinancial was missing one critical principle reduction payment made by us in 1999 at the beginning of the loan. We have the statement copies showing acceptance and credit of the principle reduction payment in 11/99, but CitiFinancial's/ Associates accounting software entirely ignored that payment to the principle balance on the next 12/99 statement.

CitiFinancial corrected one reporting to the Credit Agency, but not the other two, on my credit report by removing the Foreclosure effort and stated all payments have been on time "Pays As Agreed".

My wife still has not received the update and the Experian will no longer investigate my wife's dispute as they claim it was verified by CitiFinancial as in foreclosure and payments 120 day behind!

We intend to sue for damages due to inaccurate reporting and verification from the Credit Agencies and CitiFinancial, but this effort is not for everyone and is totally a waste of unnecessary money and time. The courts do not have the time and clearly CitiFinancial and the Credit Agencies do not feel threatened by the current fine structure implemented by law.

Please consider reform and put some teeth into law to protect us consumers from these frivolous lawsuits and credit reporting errors that ruin our credit all they way to buying groceries.

Please feel free to contact us if you require more information.

Thank You for your time,

Lauren and Douglas Gruber