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Honorable John Erlick

**SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

JP MORGAN CHASE BANK, N.A.)	No. 11-2-06768-8 SEA
)	
Plaintiff,)	DECLARATION
)	OF MICHIKO STEHREBERGER
v.)	REGARDING STATEMENTS MADE
)	BY MR. FRANK OCHOA,
MICHIKO STEHREBERGER,)	VICE PRESIDENT,
an individual,)	PORTFOLIO MANAGEMENT CENTER,
)	JP MORGAN CHASE BANK, N.A.
Defendant.)	
_____)	

**DECLARATION OF MICHIKO STEHREBERGER
REGARDING STATEMENTS MADE TO DEFENDANT BY MR. FRANK OCHOA,
VICE PRESIDENT, PORTFOLIO MANAGEMENT CENTER,
JP MORGAN CHASE BANK, N.A.**

I, Michiko N. Stehrenberger, am a resident of the state of Idaho. I am over 18 years of age and competent to testify under penalty of perjury to the foregoing, and will do so if called as a witness in a United States court of law.

Having been duly sworn under oath, I declare and certify under penalty of perjury the truthfulness of the matters described herein and that I have personal and direct knowledge of such matters:

Michiko Stehrenberger


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1. On March 2, 2011, I received a telephone call from an individual named Mr. Frank Ochoa, who identified himself as representing JP Morgan Chase Bank, N.A.. (“JPMC”)
2. During this call, Mr. Ochoa and I discussed the dispute related to the subject loan of this lawsuit that is linked to the Stehrenberger Promissory Note included in JPMC’s Complaint. I mentioned to Mr. Ochoa my numerous previous written requests to inspect the missing original paper ink-signed loan documents, by which I was referring to the Stehrenberger Promissory Note and the “Streamlined Business Credit Application and Agreement” (the same documents that are attached to Plaintiff’s Complaint Exhibit 1, pages 1-10).
3. I also mentioned my Debt Validation letter dated February 21, 2011 that I had sent certified mail to JPMC’s Vice President, Mr. Rodney LaMunyon, and to Ms. Santos Zuniga-Guillen, a representative at JP Morgan Chase Executive Offices who had contacted me January 5, 2011. In my February 21, 2011 letter I had specifically requested “validation of the debt” related to the Stehrenberger Promissory Note under the Fair Debt Collection Practices Act.
4. Mr. Ochoa indicated to me that the “Debt Validation letter” that I had recently sent to JPMC by certified mail letter was the reason Mr. Ochoa had called me.
5. Mr. Ochoa indicated to me that he is the superior to JPMC’s Vice President Rodney LaMunyon and has the authority, and is otherwise the decision-maker, related to settling the loan account linked to the Stehrenberger Promissory Note in dispute, for which I had repeatedly been requesting inspection of the original paper document in writing from various JPMC representatives and departments for several months with no apparent luck.
6. In this March 2, 2011 call from Mr. Ochoa, I once again requested inspection of the original paper loan documents, this time asking Mr. Ochoa directly. I thought he seemed very nice, and I hoped that perhaps he might be willing to arrange an inspection from his position of greater authority than that of the other JPMC representatives.
7. In this March 2, 2011 call, I mentioned to Mr. Ochoa that various individuals representing JPMC, including JPMC phone reps, JPMC banking branch managers, and even a representative from JPMC's executive offices, had told me that all the missing Washington Mutual original paper loan documents, including the original paper Stehrenberger Promissory Note linked to the loan in dispute, had been “shredded,” and that JPMC did not actually have the original paper documents for any of the Washington Mutual loans. I asked him if this was true?
8. Mr. Ochoa indicated to me that he believed this to be true, that the original paper Washington Mutual Bank loan documents had been “shredded” or were otherwise missing.
9. I expressed my concerned to Mr. Ochoa that JPMC had destroyed potentially valuable evidence related to my request for a forgery and fraud investigation related to the original paper loan documents linked to the Stehrenberger Promissory Note, since I had been asking for inspection of the original paper loan documents since about October 14, 2010 and by then it



1 was March 2, 2011 and JPMC had never produced any original paper documents for
2 inspection.
3

4 10. I asked Mr. Ochoa directly, whether JPMC had indeed destroyed evidence related to my loan
5 and "shredded" the Washington Mutual original loan documents, including the original loan
6 documents related to this loan, the original paper Stehrenberger Promissory Note?
7

8 11. Mr. Ochoa denied that JPMC had "shredded" any of the Washington Mutual original paper loan
9 documents and original paper promissory notes, and emphasized to me that:
10 **"It was not Chase [JPMC], but "Washington Mutual, that had "shredded" all the original**
11 **documents related to this loan, the original paper Stehrenberger Promissory Note."**
12

13 12. I asked Mr. Ochoa if he would confirm what he had just said an email to me – that JPMC had
14 not destroyed evidence, and that JPMC had not "shredded" all the Washington Mutual original
15 paper promissory notes itself? And that JPMC had never actually gotten the original paper loan
16 docs related to the Washington Mutual loans because Washington Mutual had "shredded" the
17 original paper documents and original paper promissory notes "long before they ever got to
18 Chase [JPMC]"? Mr. Ochoa said that he would send me an email confirming that statement.
19

20 13. I understood the purpose of Mr. Ochoa's call to me to be to negotiate a settlement with me
21 because he requested my financial information and indicated that a reduced settlement amount
22 of [redacted]% of the principal amount was readily available "within two or three days,"
23 once I sent him my financial information, and that he would email me the financial information
24 forms to fill out.
25

26 14. I indicated that I might not be able to have the [redacted]% of principal (we referenced it
27 as approximately \$ [redacted], with actual math to be worked out) immediately, but that I
28 would consider it and see if I could arrange for it, and that in the meantime I awaited Mr.
29 Ochoa's email.
30

31 15. It is my intention that if JPMC were to actually produce the authentic, original paper loan
32 documents for inspection, including the loan's "Streamlined Business Line of Credit Application
33 and Agreement" and the original paper Stehrenberger Promissory Note, instead of merely
34 copies, and if those documents were found to be authentic instead of the forgeries that appear
35 to be in the JPMC files, that this dispute would be readily resolved.
36

37 16. I was current on my payments up until the point where the forgery and falsified income was
38 found on a surprise copy of the loan documents that came from JPMC's records relatively
39 recently in November 2010, after I had been making regular and reliable payments since 2007.
40

41 17. While money is tighter than usual these days, it is my intention to continue making payments as
42 best I can to the proper party entitled to receive them, once that proper party is clearly identified
43 by proper evidence. The track record of how this dispute has been conducted by JPMC has
44 caused me to have serious doubts that JPMC is the proper party entitled to receive my
45 payments.
46

- 1 18. After the March 2, 2011 call, I awaited Mr. Ochoa's email to me confirming what he had said on
2 the phone about JPMC never having had physical possession of any of the Washington Mutual
3 Bank original paper loan documents and original paper promissory notes due to Washington
4 Mutual having "shredded" the documents "long before they ever got to Chase," but some time
5 passed and Mr. Ochoa did not send the email or the financial information forms.
6
- 7 19. Later, upon my second request, he sent me an email that I felt did not address the depth of the
8 statements that he had made to me on March 2, 2011, and did not address my concerns
9 regarding who had physical possession of the original paper loan documents.
10
- 11 20. In this first email to me sent on March 14, 2011, Mr. Ochoa's email signature identifies him as:
12 Frank L. Ochoa Vice President Portfolio Management Center AZ1-1004 | PO BOX 29550
13 Phoenix AZ 85038 | <mailto:frank.l.ochoa@chase.com>frank.l.ochoa@chase.com |
14 (602.221.7774) | 7 1.866.914.7909 |
15
- 16 21. On April 1, 2011, I emailed Mr. Ochoa asking for confirmation of what he had told me, including
17 the following: "In our call March 2, 2011, you'd mentioned that Washington Mutual had
18 "shredded" the original signed loan/line of credit origination documents long before they ever
19 got to Chase [...] [JPMC] Just wanted to make sure you're confirming the fact that it was NOT
20 Chase [JPMC], but instead Washington Mutual, that had "shredded" and destroyed all the
21 original Application ["Streamlined Business Credit Application and Agreement"] and
22 [Stehrenberger] Promissory Note and origination document evidence for the accounts related to
23 # [redacted]. If that's not correct, please let me know? Thanks! [...]"
24
- 25 22. I did not receive a response from Mr. Ochoa, but nor did he refute the statements attributed to
26 him. My email program tracker indicates that on April 1, 2011, someone accessing Mr. Ochoa's
27 email account had received and viewed my email, but I received no response from him.
28
- 29 23. On April 6, I again emailed Mr. Ochoa, asking for confirmation of what he had told me and
30 forwarding the earlier April 1, 2011 email again including the following: "In our call March 2,
31 2011, you'd mentioned that Washington Mutual had "shredded" the original signed loan/line of
32 credit origination documents long before they ever got to Chase [...] [JPMC] Just wanted to
33 make sure you're confirming the fact that it was NOT Chase [JPMC], but instead Washington
34 Mutual, that had "shredded" and destroyed all the original Application ["Streamlined Business
35 Credit Application and Agreement"] and [Stehrenberger] Promissory Note and origination
36 document evidence for the accounts related to # [redacted]. If that's not correct, please let me
37 know? Thanks! [...]"
38
- 39 24. Again, I received no email from Mr. Ochoa, but nor did he refute the statements attributed to
40 him. My email program tracker indicates that on April 6, 2011, someone accessing Mr. Ochoa's
41 email had received and viewed my email, but I received no response back from him.
42
- 43 25. On June 5, 2011, at approximately 1:20pm Pacific Standard Time, a phone call was made to
44 Mr. Ochoa's phone line and his voicemail answered, identifying it as Mr. Ochoa's line. From this
45 I infer that at least as of that June 5, 2011, nearly a month after my emails were sent to him
46 awaiting response, that Mr. Ochoa was or is still employed by JPMC, and that his lack of

1 response to refute the statements attributed to him in my email is not due to his having left
2 employment at JPMC.
3

4 26. I received a letter by mail dated August 8, 2011 from Ms. Marsha Isom, identifying herself as
5 "Executive Specialist" for JP Morgan Chase & Co. and stating:
6

7 "In response to your complaint, I contacted our Portfolio Management Center and was informed
8 the telephone conversation between you and Mr. Ochoa on March 2, 2011 was not recorded;
9 therefore, we are unable to accommodate your request for a copy [...] The documentation
10 should be sent directly to our Portfolio Management Center, at the following address:
11

12 Mr. Frank L. Ochoa
13 Vice President – Managed Assets Manager
14 JP Morgan Chase Bank
15 Portfolio Management Center
16 P.O. Box 29550
17 Phoenix, AZ 85038" [...]

18 Upon receipt and review of the requested information, Mr. Ochoa will then make a
19 determination as to whether or not your current terms may be modified, or if a settlement is
20 possible. However, if no further response is received from you, our efforts to collect on this debt
21 will continue."
22

23 27. This August 8, 2011 letter indicates to me that Mr. Ochoa is still employed by JP Morgan Chase
24 Bank, N.A. and that his lack of response and to deny the statements attributed to him in my
25 April 1, 2011 and April 6, 2011 emails regarding his assertion that Washington Mutual having
26 "shredded" the original paper loan documents and original paper promissory notes "long before
27 they ever got to Chase" was not due to Mr. Ochoa having left employment at Chase.
28

29 28. This August 8, 2011 letter from Chase also indicates to me that JP Morgan Chase Bank, N.A.
30 and JP Morgan Chase & Co., its corporate parent, together through their corporate offices, are
31 attempting to collect on a debt they allege is in default against me, at the same time that the law
32 firm Routh, Crabtree and Olsen, P.S. is separately attempting to collect on a debt that that it
33 alleges is in default against me through collection litigation in this case.
34

35 I declare under penalty of perjury under the laws of the State of Washington that the foregoing is
36 true and correct.
37

38 Signed this 5th day of March, 2012.
39

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42 Michiko Stehrenberger
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The Honorable John Erlick

**SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

JP MORGAN CHASE BANK, N.A.) No. 11-2-06768-8 SEA
)
Plaintiff,) DECLARATION OF
v.) MICHIKO STEHRENBERGER
)
) **REGARDING PHONE CALL RECEIVED**
MICHIKO STEHRENBERGER,) **ON JANUARY 5, 2011 FROM**
an individual,) **MS. SANTOS ZUNIGA-GUILLEN,**
Defendant.) **REPRESENTATIVE AT**
) **JP MORGAN & COMPANY**
) **EXECUTIVE OFFICES**

**DECLARATION OF MICHIKO STEHRENBERGER
REGARDING PHONE CALL RECEIVED ON JANUARY 5, 2011
FROM MS. SANTOS ZUNIGA-GUILLEN, REPRESENTATIVE AT
JP MORGAN & COMPANY EXECUTIVE OFFICES**

I, Michiko N. Stehrenberger, am a resident of the state of Idaho. I am over 18 years of age and competent to testify under penalty of perjury to the foregoing, and will do so if called as a witness in a United States court of law.

Having been duly sworn under oath, I declare and certify under penalty of perjury the truthfulness

1 of the matters described herein and that I have personal and direct knowledge of such matters:

- 2
- 3 1. On January 5, 2011, I received a phone call from a person who identified herself as Santos
- 4 Zuniga-Guillen and indicated that she represented the Executive Offices of JP Morgan &
- 5 Company.
- 6
- 7 2. I understand that JP Morgan & Company is the parent company or some other such affiliate
- 8 of JP Morgan Chase Bank, N.A..
- 9
- 10 3. Prior to this contact from Ms. Zuniga-Guillen, beginning sometime in November or
- 11 December of 2011, I had disputed in writing the authenticity of some loan origination
- 12 documents that had recently been produced from JPMC's records related to a Washington
- 13 Mutual Bank promissory note that appeared to contain a forged signature and falsified
- 14 income of much more than I earned, a questioned document that I had not signed or
- 15 falsified, and had not been aware of the existence prior to this.
- 16
- 17 4. JPMC had first produced these loan origination documents as a fuzzy email attachment from
- 18 its representative Ms. Shelley Walker, on or about November 5, 2011, which appears to be
- 19 the same fuzzy copy of the document that Plaintiff attached along with its Complaint as the
- 20 "Streamlined Business Credit Application and Agreement ,"Exhibit 1, pages 8-10.
- 21
- 22 5. Shortly after I discovered the forgery and falsified income on documents with my name on it,
- 23 I alerted JPMC representatives. At this point in November 2010, I had been paying on the
- 24 loan / line of credit for over three years. If I had been the person to commit forgery and fraud,
- 25 would I have paid it regularly?
- 26
- 27 6. JPMC's representatives put me in touch with JPMC's Assistant Vice President of Business
- 28 Loan Fraud, Mr. Robert James, to file my forgery and fraud claim, and I asked that we put a
- 29 protective freeze on my account until we could resolve the issue, so that JPMC would not
- 30 report negatively against my credit report or start charging me late fees while we determined
- 31 the next steps to resolve what appeared to be fraud in the very inception of the loan / line of
- 32 credit obligations against me.

- 1
- 2 7. However, JPMC's Assistant Vice President of Business Loan Fraud, Mr. Robert James
- 3 immediately denied my forgery and fraud claim within just hours of my filing it.
- 4
- 5 8. I thought that JPMC's Robert James' response was very strange. Mr. James emailed me
- 6 statements indicating that my having faithfully made on-time payments on the loan for three
- 7 years could be used against me in court. Mr. James would not even allow me to confirm with
- 8 him which signatures of mine that he had compared, in order to make sure he was even
- 9 comparing the correct exemplar signatures. Mr. James told me that he did not have to
- 10 "disclose internal banking procedure" to me when I asked him to show me which of my own
- 11 signatures he had compared in forming his opinion that no forgery had occurred.
- 12
- 13 9. From my research, it appears to me that Mr. Robert James was not actually a Certified
- 14 Fraud Examiner in the state of Arizona, where he was working at the time.
- 15
- 16 10. Mr. James would not allow me to have access to inspect the original questioned document
- 17 along with either law enforcement or an independent, neutral, third-party forensic forgery
- 18 expert to at least establish for the record that I was not the person who had forged and
- 19 falsified that document (something I was told is called a "suspect exclusion" analysis).
- 20
- 21 11. Around this time, I filed a police report with the Seattle Police Department regarding forged
- 22 and falsified document. Since it is against the law to file a false police report, I hoped to
- 23 establish that I was not just bluffing to get out of paying my bills, but rather that I sincerely
- 24 believed forgery and fraud to have been committed at the inception of the loan / line of credit
- 25 transaction that impacts the enforceability of the obligation if the borrower was not the one
- 26 who committed the forgery and fraud.
- 27
- 28 12. The lengthy track record documenting my respectfully questioning the authenticity of the
- 29 "Streamlined Business Credit Application and Agreement," as it impacts the origination of the
- 30 loan / line of credit related to the Stehrenberger Promissory Note, have been presented
- 31 either by telephone or in writing to the following JPMC representatives as are named below,
- 32 along with their titles and verification contacts when available in their email identifiers:

1
2 Prior to January 5, 2011 when Ms. Santos Zuniga-Guillen telephoned me:

3
4 (a) Ms. Shelley Walker – loan deferral division - P: 1-888-579-7143, Fax: 1-866-342-
5 1427 - 1111 Fannin 15th Fl, Houston, TX 77002, Mailcode: TX2-F208

6
7 (b) Mr. Thomas Shultz – Managed Assets, Ohio division, by telephone

8
9 (c) Mr. David Hlavinka – records retrieval division

10
11 (d) Mr. Robert W. James – Assistant Vice President, Business Loan Fraud,
12 Managed Assets Division, Portfolio Management Center 201 N. Central Ave, AZ1-
13 1004, Phoenix, AZ 85004 Irobert.w.james@chase.com I(602.221.7770 I 7
14 1.866.244.2565 I SID O060384
15

16 After Ms. Santos Zuniga-Guillen telephoned me on January 5, 2011:

17
18 (e) Mr. Rodney LaMunyon – Assistant Vice President - Chase Business Banking,
19 Portfolio Management Center - 201 N. Central Ave. Floor 17, Phoenix, Arizona
20 85004-1000, Mailcode: AZ1-1024, (602.221.7770, 7 866.292.8474,
21 rodney.a.lamunyon@chase.com
22

23 (f) Mr. Frank L. Ochoa - Vice President Portfolio Management Center AZ1-1004 IPO
24 BOX 29550 Phoenix AZ 85038 I frank.l.ochoa@chase.com I(602.221.7774 I 7
25 1.866.914.7909 I
26

27 13. At some point during this process of trying to resolve getting access to inspect the original
28 documents by law enforcement or a forensic forgery expert, I reported an online complaint
29 with the Attorney General of Washington state, and that complaint was forwarded by the
30 Attorney General to the Office of the Comptroller of the Currency (“OCC”).
31

32 14. I believe at some point I may also reported an online complaint with the Office of the
33 Comptroller of the Currency directly around the same time because it appeared that JPMC
34 was a bank regulated by this agency, before I was notified that the Attorney General of
35 Washington state had forwarded the complaint to the OCC.
36

37 15. Around this time I reported an online complaint with the Federal Reserve, because I was
38 uncertain whether JPMC was regulated by the OCC in its incarnation as JP Morgan Chase

1 Bank, N.A., or as JP Morgan & Company, which appears to be regulated separately by the
2 Federal Reserve.

3
4 16. In light of all these efforts to try and resolve this together with JPMC, but instead hitting walls
5 when JPMC refused to cooperate, I understood that the purpose of Ms. Zuniga-Guillen
6 contacting me on January 5, 2011, therefore, was in direct response to the Attorney General
7 of Washington state, the OCC, or the Federal Reserve complaints that I had filed requesting
8 third-party help in resolving the dispute over documents I believe to have been forged and
9 fraudulent documents.

10
11 17. Ms. Zuniga-Guillen indicated to me that JPMC's "Legal Department" would be contacting me
12 shortly, and we discussed the nature of dispute on the phone. I thought Ms. Zuniga-Guillen
13 seemed very nice and it seemed to me that she wanted to help.

14
15 18. I told Ms. Zuniga-Guillen of my concerns about what I believed to be forgery and falsified
16 information on the loan origination documents and that I had filed a police report regarding
17 the questioned documents.

18
19 19. I told Ms. Zuniga-Guillen that JPMC had for nearly a month at that point not been willing to
20 produce the original paper loan documents, and that I felt it necessary to have the original
21 paper loan documents inspected by law enforcement or a forensic forgery investigator as a
22 neutral and objective third party to determine whether or not the documents had been forged
23 or falsified and how to best to resolve the matter from there.

24
25 20. Ms. Zuniga-Guillen then indicated that it was not possible for JMPC to produce any of the
26 original paper Washington Mutual Bank loan documents at all, because Washington Mutual
27 Bank had "shredded" the original paper-and-ink documents, and that JPMC had never had
28 possession of the paper-and-ink original loan documents in the first place.

29
30 21. I mentioned that I had been having difficulty with Mr. Robert James's unwillingness to
31 reconsider his forgery and fraud determination and offered to forward all my emails and
32 evidence to Ms. Santos Zuniga-Guillen to review.

1
2 22. Ms. Zuniga-Guillen provided me with her direct email address and mentioned that she would
3 be out of the office until January 10, 2011, but that she would look at whatever documents I
4 had to send her when she returned.

5
6 23. I sent Ms. Zuniga-Guillen an email on January 10, 2011 to memorialize our phone
7 conversation and to confirm what she had stated during our phone call:

8
9 “On January 5th you’d mentioned that your understanding is that Chase [JPMC]
10 doesn’t have the original paper-and-ink evidence, that since this line of credit / loan
11 was assumed from Washington Mutual, that Chase had likely shredded the original
12 paper-and-ink documents or possibly never even had possession of the paper-and-
13 ink original documents in the first place. This appears to match with what earlier
14 Chase representatives have told me about Washington Mutual Bank lines of credit /
15 loans [sic] documents having been shredded or destroyed long ago. I’m perplexed –
16 why would Chase or its predecessor destroy essential evidence in this manner?”
17 [clarifications added in brackets]

18
19 (See *Exhibit 1, Affidavit regarding Ms. Santos Zuniga-Guillen*, page 3, ¶ 2, which is
20 attached and incorporated herein by reference)

21
22
23 24. As of March 2, 2012, over a year later, I have received no response from Ms. Santos
24 Zuniga-Guillen to refute the contents of this January 10, 2011 email.

25
26 25. The January 10, 2011 email that I sent to Ms. Santos Zuniga-Guillen contains 31 pages of
27 written documentation through which I have attempted to resolve the dispute directly with
28 JPMC representatives without litigation, and in which I have disputed the authenticity of the
29 loan origination documents that indicate the “Streamlined Business Credit Application and
30 Agreement” that are in JPMC’s internal files.

31
32 26. The questioned “Streamlined Business Credit Application and Agreement” is “incorporated
33 by reference” into the Promissory Note that Plaintiff JPMC has filed with its Complaint on
34 February 15, 2011 as Plaintiff’s Exhibit 1, pages 1-7.

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I certify and declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed on this 5th day of March, 2012.



Michiko Stehrenberger
(206) 350-4010 / document.request@gmail.com