

**IN THE UNITED STATES DISTRICT COURT**

**FOR WESTERN DISTRICT OF TEXAS**

**UNITED STATES COURTHOUSE**

**501 WEST FIFTH STREET AUSTIN, TEXAS 78701**

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**DAVID MCCRAE, qui tam** }

**CONSUMER FINANCIAL PROTECTION BUREAU** }

**v.** }

**PHH MORTGAGE CORPORATION (dba BURNET** }

**MORTGAGE SERVICES;** }

**CENTURY 21 MORTGAGE; COLDWELL BANKER** }

**MORTGAGE; DOMAIN DISTINCTIVE PROPERTY** }

**FINANCE; ERA MORTGAGE; INSTAMORTGAGE.COM** }

**MORTGAGE SERVICE CENTER;** }

**MORTGAGEQUESTIONS.COM; MORTGAGESAVE.COM** }

**PHH MORTGAGE SERVICES)** }

**And BARRETT BURKE DAFFIN** }

**FRAPPIER TURNER AND ENGEL, LLP,** }

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**CIVIL ACTION NO.**

**1:14-733-LY-ML**

**§§§**

**JURY TRIAL DEMANDED**

**§§§**

27.08.12

## **PLAINTIFF'S FINAL WRITTEN OFFER OF SETTLEMENT**

In consideration of compliance with these conditions, the plaintiffs offer complete settlement of these issues, including all current or future class actions under current investigation or litigation by others concerning the subject property at 350 Cee Run, Bertram, Texas, 78605.

Condition I - receipt of \$1 cash, in compensation for all tangible damages related to defense of consumer fraud action brought by defendants on subject property;

Condition II - The 62' Yacht "LORRAINE," shipshape, with 1 set new North OEM equivalent sails and rigging, new -0- time engine, drive and prop, reconditioned existing prop, with new radio/navigation package, bottom inspection and appearance allowance, new batteries, new fuel/H2O tanks, title subject to acceptance inspection by owner and shakedown cruise of seven days duration, including additional \$1,000,000 USD allowance to cover initial operating and maintenance expense, receipt at current location at Vining Ship Brokers in New Zealand, in compensation for all intangible damages related to defense of consumer fraud action brought by defendants on subject property;

Condition III - PHH will pay Philip Linza. PHH will donate \$5,000,000, cash or check, to Operation Homefront, San Antonio, Texas, for unrestricted use in their various activities. Contact [paula.pettibone@operationhomefront.net](mailto:paula.pettibone@operationhomefront.net) to confirm details;

Condition IV - BDFTE will donate \$500,000, cash or check, to Operation Homefront, San Antonio, Texas, for unrestricted use in their various activities. Contact [paula.pettibone@operationhomefront.net](mailto:paula.pettibone@operationhomefront.net) to confirm details;

Condition V - BDFTE will immediately cease use of their patented document processing system, withdraw from all foreclosures in process, cease all current and future representation for any party in foreclosure or bankruptcy procedures, and pursue honest work in future.

Condition V - All parties will waive all legal expense charged to others in this matter, and learn from experience.

This offer will remain valid for acceptance by all until 00:00 CDT, 1 November, 2014. This offer will be invalid after 1 November, 2014.

Immediate compliance will serve as evidence of acceptance.

For Truth, Justice, and America,

Date: 30 September 2014

Signature: /s/ David McCrae, Pro se

350 Cee Run/Bertram, Texas 78605

512.557.0283

[Xstek99@gmail.com](mailto:Xstek99@gmail.com)

**SERVICE**

I have served this WRITTEN OFFER OF SETTLEMENT

To

McGlenchey Stafford, PLLC

[nanderson@mcglenchey.com](mailto:nanderson@mcglenchey.com)

[sdsmith@mcGlenchey.com](mailto:sdsmith@mcGlenchey.com)

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Barrett, Daffin, Frappier, Turner and Engel

[ladonnab@bdfgroup.com](mailto:ladonnab@bdfgroup.com)

[couryj@bdfgroup.com](mailto:couryj@bdfgroup.com)

By e-mail

Sworn to on 10/1/2014

by /s/David McCrae, Pro se

350 Cee Run / Bertram Texas 78605

[Xstek99@gmail.com](mailto:Xstek99@gmail.com)

512.667.0283