FILED 99

DEC 19 2025 JNK NP

CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA
SAN JOSE OFFICE

- 1 -

Your Name: Sam Sohn
Address: 261 Sondra way Campbell, CA 95008
Phone Number: 408 819 1569
Fax Number:
E-mail Address: SamSohn772@gmail.com
Pro Se Plaintiff

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

C

Sam Sohn

Plaintiff,

vs.

patelco Credit union

Defendant.

C 25 10848 VKD

Case Number [leave blank]

COMPLAINT

DEMAND FOR JURY TRIAL

Yes [x] No [ ]

PARTIES

1. Plaintiff. [*Write your name, address, and phone number. Add a page for additional plaintiffs.*]

Name: Sam Sohn

Address: 261 Sondra way Campbell CA 95008

Telephone: 408 819 1569

2. Defendants. [*Write each defendant's full name, address, and phone number.*]

Defendant 1:

Name: Patelco Credit union

Address: 5050 Hopyard Rd. Pleasanton CA 94588

Telephone: 800-358-8228

Defendant 2:

Name: __________

Address: __________

Telephone: __________

Defendant 3:

Name: __________

Address: __________

Telephone: __________

JURISDICTION

[*Usually only two types of cases can be filed in federal court, cases involving "federal questions" and cases involving "diversity of citizenship." Check at least one box.*]

3. My case belongs in federal court

[X] under federal question jurisdiction because it is involves a federal law or right.

[*Which federal law or right is involved?*] Banks and Banking

[ ] under diversity jurisdiction because none of the plaintiffs live in the same state as any of the defendants and the amount of damages is more than $75,000.

VENUE

[The counties in this District are: Alameda, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Monterey, Napa, San Benito, Santa Clara, Santa Cruz, San Francisco, San Mateo, or Sonoma. If one of the venue options below applies to your case, this District Court is the correct place to file your lawsuit. Check the box for each venue option that applies.]

4. Venue is appropriate in this Court because:

- [X] a substantial part of the events I am suing about happened in this district.
- [X] a substantial part of the property I am suing about is located in this district.
- [ ] I am suing the U.S. government, federal agency, or federal official in his or her official capacity and I live in this district.
- [X] at least one defendant is located in this District and any other defendants are located in California.

INTRADISTRICT ASSIGNMENT

[This District has three divisions: (1) San Francisco/Oakland (2) San Jose; and (3) Eureka. First write in the county in which the events you are suing about happened, and then match it to the correct division. The San Francisco/Oakland division covers Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Sonoma counties. The San Jose division covers Monterey, San Benito, Santa Clara, Santa Cruz counties. The Eureka division covers Del Norte, Humboldt, Lake, Mendocino counties, only if all parties consent to a magistrate judge.]

5. Because this lawsuit arose in Santa Clara County, it should be assigned to the San Jose Division of this Court.

STATEMENT OF FACTS

[Write a short and simple description of the facts of your case. Include basic details such as where the events happened, when things happened and who was involved. Put each fact into a separate, numbered paragraph, starting with paragraph number 6. Use more pages as needed.]

attached in next pages

STATEMENT OF FACTS

7 pages

Violation of law , Financial institution Reform, Recovery, and enforcement Act (FIRREA)

Defendant, the financial institution ,Patelco Credit Union, was the Plaintiff's former home mortgage lender located at 5050 Hopyard Rd Pleasanton, CA 94588. Plaintiff paid off to the Defendant the mortgage around April 2019.

Defendant continued until around 2019 the following malicious conspiracy and banking fraud and concealment on the purpose to steal the Plaintiff's home equity . Therefore, the Defendant rejected accepting the following stated federal funds (grant) that Keep Your Home California (KYHC) was trying to financially assist for the payment of Plaintiff's home mortgage as proved the facts in the below. The current Address of Keep Your Home California is CalHFA / Keep Your Home California 500 Capitol Mall MS 975 Sacramento CA 95814.

Keep Your Home California(KYHC) was administered by the CalHFA Mortgage Assistance Corporation (CalHFA MAC) which was a non profit public benefit Corporation established to manage and disburse federal funds to help California homeowners avoid foreclosure. This entity separated from the main California Housing Finance Agency (CalHFA). The program was closed after the Federal funds was fully paid the federal funds around 2020.

KYHC had 10 different mortgage assistance grant programs established under the U.S. treasury's Hardest Hit Fund to provide Federal fund to assist homeowners experiencing financial Hardship. KYHC directly proceeded with Defendant in whole procedure of service for the providing the grant of mortgage assistance . The assistance was provided as a grant that did not have to be paid back .

KYHC tried to pay the Plaintiff monthly mortgage payment in the unemployment mortgage assistance program since 2013 until around 2018 That was the grant to the unemployed person without any contingency. PCU accepted portion of this grant until around March 2014 and continued to reject to accept this funds since April 2014 until around 2019.

By the present Plaintiff's discovery, There was the remaining Balance of this grant in the amount of about $1500 after paid the mortgage payment of March 2014. Defendant has not proved accounting until today, how Defendant used the balance.

Keep Your Home California tried until around 2018 to financially assist the plaintiff up to $100000 , by the principal reduction assistance program , to reduce the outstanding principal balance of the Plaintiff's mortgage loan. Plaintiff was unable to receive this financial assistance (grant) because the Defendant rejected to accept it.

Defendant said around May 2014 that the Defendant would file application requesting grant for Plaintiff's mortgage payment up to $54000 in the mortgage reinstatement program in KYHC.

I currently find that Defendant filed this application requesting the mortgage reinstate because of the Defendant's conspiracy and schemes trying to secure the more strong fraudulent excuse regarding Defendant's rejection to accept the grant from KYHC that is related to the above stated Defendant's banking fraud and conspiracy.

Based on the mortgage statement that the Defendant submitted, Viki Harrison in KYHC mentioned to Plaintiff around December 2014 that KYHC approved to award the grant of mortgage reinstatement on the subjective condition that Defendant would not charge monthly mortgage payment more than $1625. KYHC confirmed to Plaintiff that they did not require any other condition.

Plaintiff was qualified to receive the grant up to $54000 at that time because of the following facts. However, Keep Your Home California was unable to award the grant in the mortgage reinstatement program because of the following stated Defendant's banking fraud conspiracy and concealment.

The monthly mortgage payment of principal, interest, property tax, insurance that the Defendant could charge by the law was about $1450 in 2014 and 2015 as proved in the below.

Principal mortgage balance - $179 220
Principal payment - $510.44

Interest payment · $449
interest · 3%
Property Tax , insurance · $491.20

Total – $1450.64

On the purpose to disqualify Plaintiff in the mortgage reinstatement program in Keep Your Home California(KYHC), Defendant continued to overcharge every month from around April 2014 until December 30, 2015. The total overcharged amount during this period was $17291.52. Defendant continued ,until December 29,2015, the fraudulent argument that this total overcharged amount was delinquency and deficiency and Defendant did not overcharge anything.

Defendant noticed that the total amount due on the foreclosure sale dated January 14, 2016 was $207, 743 .89. If deduct the principal balance in the amount of $179 220.79 from 207,743.89 , it was proved by the proof of record that the total amount of delinquency was $28 520.10 until January 14, 2016.

Defendant added the overcharged amount $ 17291.52 on the top of the above real delinquency amount $28 520.10 and continued until December 29, 2015 speaking fraud that the total amount of $45814.62 was delinquency. Defendant threatened the Plaintiff until December 28, 2015 that they would enforce the foreclosure sale at January 14,2016 if the Plaintiff did not pay to them this total amount $45814.62.

Plaintiff paid to the Defendant the total amount of $4 5814.62 at December 28, 2015 because of the Defendant's threatening of foreclosure sale.

Defendant continued the silent ignoring and insulting and racial discrimination, disability discrimination, financial abusing against elder and disability against the Plaintiff in whole procedure.

On the purpose to conceal all the above stated Defendant's continued fraud and conspiracy, Defendant conducted in their letter dated December 30, 2015 speaking fraud that the overcharged amount was occurred by the error.

Defendant stole on December 30, 2015 about $2040 (late fees) and $1381.40 (foreclosure fees) from overcharged $17 281.02. Defendant did not have right to steal this money because all these fees was resulted by the Defendant's conspiracy and banking fraud.

Defendant returned to Plaintiff about $7400 around February 2016. Defendant rejected to have any further specific discussion until today regarding the remailing balance about $7000 of the above money and continued to reject accepting the funds from Keep Your home California. In this situation , Defendant filed foreclosure in 2016 and 2017.

From the collected $45814.62 Defendant took the delinquency. Defendant did not have right to obtain this money because this delinquency was resulted because Defendant rejected to accept the federal funds (grant).

Defendant claimed that the valid monthly mortgage payment was over $2800 until around the end of 2014 and $1840 until December 2015 and $1480 from January 2016.

Defendant massed up and fabricated all accounting because of their conspiracy of rejecting to accept the federal funds(grant). Defendant always blocked to discuss accounting by their weapon of threatening of foreclosure sale. Therefore, discovery of accounting has been impossible until today

Many workers in KYHC continued ,until around 2019, trying to award Plaintiff above grant in the 3 different program. However, they were unable to award to Plaintiff the above grant since around April 2014 because Defendant continued rejecting to accept it .

On the purpose to prevent that other workers in KYHC award to Plaintiff the federal funds(grant), Defendant fraudulently induced the worker, Ms. McCarthy in KYHC and entered with her to the following continued conspiracy or influenced until today.

Ms. McCarthy exclusively possessed and concealed the plaintiff's entire case file and closed excess of my case file from all other workers since 2015 until around 2019. Because of influence of this conspiracy, KYHC continued concealing the my case file from me until today.

Defendant and Ms. McCarthy was extremely enjoying regarding Plaintiff's suffering of foreclosure that Defendant filed 3 times since September 2015 until 2017. Defendant and Ms. McCarthy was knowing that I am the disability and they could not exclude me from the awarding me the funds in KYHC by the law section 504.

On the purpose to conceal from the public regarding the Defendant's conspiracy and scheme , Defendant and Ms. McCarthy continued in the public ,until around 2019 , their fraudulent scheme that they fabricated the subject from overcharged mortgage payment to the loan modification. Therefore, they cooperated in the advertising the fraud that the defendant was unable to modify loan because Plaintiff did not cooperate to the loan modification.

Defendant continued making any kind of wrongful excuse and any kind wrongful threatening to enforce the foreclosure sale against the Plaintiff's home. They threatened Plaintiff that they would enforce the foreclosure sale if the Plaintiff did not pay the duplicative late fees in 2016. Therefore, the Plaintiff paid to Defendant the duplicative late fee in 2016. Because of the above situation, Plaintiff hired the bankruptcy attorney.

In December 2025, the Plaintiff first found that the Defendant raised the interest rate without poof any validity.

The name of the parties who originated or continued the above banking fraud and conspiracy and concealment were Ms. Lauds Woodal, Mr. Richard Frank, Dana Graves, and Ms. Liz Stewart in Patelco Credit Unio . Even though Mr. Dana Graves mainly enforced the foreclosure, He took the disadvantage of misusing Ms. Liz Stwewrt and Mr. Richard Frank as responding party on the purpose to conceal the evidence of his violation of the law and to protect him from liability.

Dated December 12, 2025

Sam Sohn, Plaintiff

CLAIM

4 pages

Violation of law, the financial institution,
Reform, Recovery, and enforcement Act(FIRREA)

All the following Defendant's violation can be applied against Defendant in this case at this tir:e because it was originated or related to the Defendant's continuing of violation of law , the financial institutions , reform, Recovery, and enforcement act (FIRREA).

31 U.S.C. 3801-3813 (PFCRA)

Conspiracy, clause (3729 (a)(1))c)

Civil V1 of the civil right Act of 1964

Fair Housing Act (FHA) U.S.C. Code

Title 42, chapter 45, 3604

12 U.S.C. 1735f - 14

12 U.S.C. 5531and 5536

12 U.S.C. 1639 (C)

15 U.S.C. 1601 et Seq

15 U.S.C. 1602

31 U.S.C. 3729 et seq

42 U.S.C. 3604

Section 504

10 years statute limitation of the law of fraud of bank and financial institutions can start from the last act of continuing scheme or from the date of discovery of the fraud. Because the Defendant continued too much fabrication of accounting, concealment and schemes in over 10 years, major discovery could start in December 2025. Plaintiff claim the 10 years statute limitation this case can be started to be running from December 2025.

Defendant, continued bank fraud and schemes and conspiracy that they continued rejection to accept the federal mortgage assistance funds until around 2019, manipulating the mortgage statement and overcharging mortgage, misleading, Defendant, Patelco Credit Union conducted the continuing bank fraud and schemes and Conspiracy that they continued rejection to accept the federal mortgage assistance funds until around 2018 or until fraudulent inducing, and stealing the Plaintiff's money on the goal of disqualify the Plaintiff from federal financial assistance program and on the goal of stealing the Plaintiff's home equity or ownership.

Defendant conducted the continuing violation of the law of misrepresentation of the Federal program and federal funds and deception about the federal program on the goal of stealing the Plaintiff's home equity and ownership until around 2018 or 2019.

Defendant resulted that Plaintiff suffer of the infinitive loss of time, loss of effort, loss of federal funds (grant), poverty of financial hardship, medical damages, severe stress, social damages, and breaking of the Plaintiff's family relationship caused by the financial damages that the Defendant resulted against the Plaintiff.

English is Plaintiff's second language and Plaintiff has language limitation. Plaintiff suffered of the serious stress and loss of time and energy that the native English speakers can not suppose , to defense Plaintiff from the Defendant's threatening.

Defendant was convincing and was knowing that the Plaintiff was suffering of all the above stated damages caused by the Defendant's continuing banking fraud and conspiracy and concealment. Defendant was knowing that Plaintiff was eligible to receive funds of grants from KYHC because Plaintiff is disability . Defendant violated the law, Section 504.

Defendant was extremely enjoying regarding the Plaintiff's suffering of the Defendant's threatening of foreclosure. Plaintiff was suffering of the Defendant's continued the racial discriminations insulting housing discrimination, disability discrimination, elder financial abuse, disability financial abuse that Defendant continued against the Plaintiff in the whole procedure of the Defendant's threatening of foreclosure sale against the Plaintiff's home until around 2018 or 2019.

Because the defendant's repeating to file the foreclosure damaged the Plaintiff's credit, Plaintiff was unable to finance in the regular bank loan for long time for the business and home . It made Plaintiff borrow the private hard money loan that resulted lots of financial damages.

Plaintiff suffered because many realtors and home buyers harassed the Plaintiff for many years because they tried to take disadvantages of the Defendant's repeating to file foreclosure.

Because of the financial damages and emotional damages resulted by the Defendant's conspiracy and banking fraud, the Plaintiff's family relationship was broken to the incurable conditions.

If Defendant did not reject to accept the financial assist of Federal funds , Plaintiff could pay off to the defendant all the balance of the mortgage. Because of the Defendant's conspiracy rejecting to accept this funds (grant) , the Plaintiff's current mortgage balance increased to over half million dollars.

Defendant is responsible to pay off the plaintiff's current mortgage balance and to reimburse to the Plaintiff all the money that Defendant collected from Plaintiff from December 2015 until the loan was paid off in 2019. Defendant responsible to monetary compensate to Plaintiff regarding all the Plaintiff's financial and mental and emotional damages.

Dated: December 12, 2025

Sam Sohn, Plaintiff

DEMAND FOR RELIEF

[State what you want the Court to do. Depending on your claims, you may ask the Court to award you money or order the defendant to do something or stop doing something. If you are asking for money, you can say how much you are asking for and why you should get that amount, or describe the different kinds of harm caused by the defendant.]

Plaintiff respectfully request that court will order the following court order. Defendant is responsible to compensate monetary to the Plaintiff's financial and emotional and mental damages resulted by the Defendant's banking fraud and conspiracy conducted because of the Defendant's malicious attempting to steal the Plaintiff's equity of home and ownership. Defendant conducted the violation of the Federal law of deceiving and manipulating and misrepresenting the federal financial program. The court order that Defendant will pay to Plaintiff $5000 000.

DEMAND FOR JURY TRIAL

[Check this box if you want your case to be decided by a jury, instead of a judge, if allowed.]

[x] Plaintiff demands a jury trial on all issues.

Respectfully submitted,

Date: December 12, 2025 Sign Name: ______________________

Print Name: Sam Sohn