

Case Study: Army National Guard Warrant Officer Charles Pickett

Chief Warrant Officer 3 Charles L. Pickett is a helicopter pilot in the Army National Guard who lives in Anthem, Arizona, with his two daughters. From 2009 to 2011, while he was on active duty, Bank of America attempted to foreclose on his home on three separate occasions in violation of the Servicemembers Civil Relief Act (SCRA). Attempting to prevent the foreclosure in the midst of his deployment to Iraq, Warrant Officer Pickett hired an attorney, Colonel John Odom. Although they were ultimately successful in halting the foreclosures, Bank of America's actions resulted in damage to Warrant Officer Pickett's credit, a cancellation of his credit line with USAA, and unnecessary stress while he was serving his country on the battlefield.

Timeline

August 6, 2003: Mr. Pickett purchased a home with a mortgage from Countrywide Mortgage Loans (Bank of America acquired Countrywide in July 2008).

November 2003–October 2008: Mr. Pickett joined the Arizona National Guard as a Warrant Officer and helicopter pilot.

March 2009: Warrant Officer Pickett joined the Army National Guard.

May 5, 2009: Warrant Officer Pickett received orders to deploy to Iraq under Operation Iraqi Freedom. Although not required, Warrant Officer Pickett notified Bank of America that he had been ordered to active duty in Iraq. He served there until January 14, 2010, when he returned home with spinal injuries incurred while piloting his helicopter during operations.

July 2009: Bank of America offered Warrant Officer Pickett an unsolicited modification to his mortgage with lower monthly payments. He began making reduced payments in accordance with the modification agreement.

September 2009: Warrant Officer Pickett's daughter called him in Iraq to tell him that a notice had been posted on their front door stating that a foreclosure sale had been scheduled for December 7, 2009. When Warrant Officer Pickett called Bank of America, he was told that the modified payments he had been making for three months were insufficient under the terms of his original loan.

October 2009: Bank of America reported Warrant Officer Pickett as delinquent to at least one credit bureau. As a result, USAA canceled Warrant Officer Pickett's credit card.

November 2009: Warrant Officer Pickett retained Colonel John Odom, an attorney with Jones, Odom, Davis & Politz. Colonel Odom sent letters by certified mail to Bank of America and its foreclosure attorneys advising them that he was representing Warrant Officer Pickett and that his mortgage was protected under the SCRA. Bank of America never responded.

December 2, 2009: With the foreclosure sale scheduled for December 7, Colonel Odom sent a second letter requesting that Bank of America contact him immediately, and he included a written authorization from Warrant Officer Pickett for Colonel Odom to act on his behalf. Bank of America never responded.

December 3, 2009: Colonel Odom sent a third letter requesting that Bank of America's SCRA Department immediately halt the foreclosure sale. An employee from Bank of America's Home Loan Servicing Center informed Colonel Odom that his department could not stop the foreclosure. Colonel Odom then spoke with a second employee, then a third, and then left a voicemail with the bank's SCRA manager.

December 4, 2009: Colonel Odom spoke with an official in Bank of America's SCRA Department who stated that the foreclosure had been canceled and that he would provide written confirmation of the cancellation to Colonel Odom. Bank of America never provided the confirmation.

December 7 and 11, 2009: Colonel Odom faxed letters to Bank of America's SCRA Department seeking confirmation that the foreclosure had been canceled. Bank of America did not respond.

January 2010: Warrant Officer Pickett decided to list his home for sale.

April 6, 2010: Several months later, on April 6, Warrant Officer Pickett called Colonel Odom to tell him that his real estate agent discovered a second foreclosure sale on his home while performing a title search. This foreclosure sale was scheduled for the next day, April 7. Colonel Odom immediately called Bank of America, who was unable to verify the foreclosure sale. According to a realtor Colonel Odom spoke with, tax records indicated that a foreclosure sale had indeed been set for April 7, 2010. The foreclosure sale did not go forward.

June 1, 2010: Two months later, on June 1, Warrant Officer Pickett sent an e-mail to Colonel Odom stating that his realtor had discovered a third foreclosure sale scheduled for two days later, on June 3, 2010. Colonel Odom immediately called Bank of America, who claimed that Warrant Officer Pickett's account was not being reviewed for foreclosure. Colonel Odom spoke with Bank of America's foreclosure attorneys, who informed him that Bank of America had indeed scheduled the foreclosure sale for June 3, 2010, and that the loan had been in foreclosure since September 1, 2009. The foreclosure sale did not go forward.

June 7, 2011: In response to a suit filed against Bank of America on behalf of Warrant Officer Pickett for violations of the SCRA, Bank of America settled the case for an undisclosed amount.