IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK
WHITE PLAINS, DIVISION
----------X
IN THE MATTER OF
CHAPTER 7
JUANITA STRASSFIELD CASE NO: 11-24269(RDD)
DEBTOR
----------X
JUANITA STRASSFIELD
MOVANT
V.
WELLS FARGO BANK, NA RESPONDENT
OPPOSITION TO RESPONSE
----------X

DEBTOR'S OBJECTION & OPPOSITION TO WELLS FARGO BANK'S MOTION FOR RELIEF FROM AUTOMATIC STAY

Now here comes the Debtor through counsel of record by way of Objection to the Motion to Vacate the Automatic Stay of Wells Fargo Bank, NA and hereby says as follows:

STATEMENT OF FACTS

The Debtor is first compelled to address and correct one of many misstatements of opposing counsel, in that the Debtor is not in a position to know with any degree of certainty the identity of the owner and holder of the Debtor's note, **instead the Debtor called Wells Fargo's inconsistencies and fraudulent documents to the attention of the Court and the US Trustees and the Chapter 7 Trustee** in good faith that the integrity of the judicial process will be protected by those in a position to do so. The Debtor leaves it to the purported creditor to prove its standing. In her Objection the Debtor states that Freddie Mac *claims* to own her loan (Objection to MFRS ECF Doc. 13 Para. 7) and by way of relief asked the Court to direct the production of the original note. If Freddie Mac truly owns the debtors loan, at best, Wells Fargo might be a servicer. **To date, despite all the statements and untruths told to this court by Wells Fargo and its attorneys,** there is no servicing agreement offered to support their latest contentions and nothing is attached to the "response" filed late yesterday to evidence Freddie Mac actually owns anything, **only a curious single page "Assignment of Mortgage" with recording cover page which the Debtor maintains to be a fraudulent document.**

Said Assignment of Mortgage is signed and notarized in the state of Minnesota on March 12, 2007, two days prior to the date the Debtor's mortgage loan originated (ie., March 14, 2007) as indicated in the first paragraph of the document and as per the Note and Mortgage provided by Wells Fargo Bank, NA and its attorneys in support of the instant Motion.

Furthermore, opposing counsel attests to the copy of the note provided in the original Motion for Relief From Stay bearing but one specific indorsement from AMC to Wells Fargo which contradicts his new assertion that the note is owned by Freddie Mac as an investor. The Debtor avers that opposing counsel has not personally examined the original note and made the affirmation without conducting any due diligence. **To be perfectly clear, the Debtor avers that opposing counsel's affirmation (see ECF Doc. 25) to the Court is false. "Oh what a tangled web we weave, when first we practice to deceive!" Sir Walter Scott**, ***Marmion, Canto vi. Stanza 17***

2. The fact remains that if Freddie Mac owns the Debtors note, as opposing counsel now insists, and if the indorsement which appears on a separate paper from the note as attached to the Motion for Relief From Stay is authentic, then it follows that the note must have been further negotiated from Wells Fargo to Freddie Mac and both a further endorsement on the note and a correlating purchase agreement would exist.

3. The fact also remains that under Freddie Mac guidelines as pointed out in paragraph 8 and Exhibit B of the Debtor's Objection (ECF Doc. No. 13) notes owned by Freddie Mac are *required* to be indorsed in blank. Opposing counsel apparently either made his affirmation overlooking the obvious or he didn't bother to question his client's troublesome documents. The Debtor further avers that there is a fee involved charged to the requesting party whenever a request is made for the transfer of original loan documents from a document custodian, perhaps the fee involved was more than the truth was worth.

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4. In tangling a seemingly unending web of deceit opposing counsel attests in his Affirmation in Opposition at paragraph 5 (see ECF Doc. No. 25) as to the truth and accuracy of the copy of the note and the copy of an indorsement presented in the original Motion for Relief from Stay. It stands to reason that under FRBP Rule 9011 the only way for opposing counsel to make such a claim to this court is to have personally examined the original note and any indorsements thereon. It is a violation of 9011(b) (3) to make false representations to the court when there is no evidentiary support for the allegations. The Debtor avers that opposing counsel did not personally inspect the note as even the most basic form of due diligence requires especially in light of the issue being raised by the Debtor. The Debtor further avers that opposing counsel, if he is in possession of the original Note, never so much as picked up a phone to invite the Debtor's inspection of the documents despite the Debtor's clear demand in prior papers.

5. In a case with a near identical fact pattern currently pending in Federal Court in Boston before the Honorable Federal Judge Louis Tauro; **Erichsen v. Wells Fargo Home Mortgage, et al Case No. 10-11123-JLT,** the Judge of the Federal District Court directed counsel for the Plaintiff debtor to go to Minnesota where the Freddie Mac Notes are stored in vaults and personally inspect the original Note for additional indorsements and to report back as to whether the note maintained by the custodian is identical to the note bearing only one specific indorsement to Wells Fargo as was presented to the Court. Counsel for Wells Fargo adamantly in open court insisted the copy provided to the court was an exact copy of the original.

[**Incidentally, a few days after the directive of Hon. Judge Tauro, counsel for Wells Fargo in the Erichsen case revealed to the Plaintiff's counsel, that there are further indorsements and the original document taken from the vault is not identical to the copy of the note produced by Wells Fargo in the Court proceeding. There seems no end to the untruths Wells Fargo and its attorneys are willing to tell a Federal Court]**

Judge Tauro directed that if the original Note bears further endorsements, the parties will reconvene for a hearing on sanctions. The Debtor in the instant case requests this court so

direct the parties in the same manner as did Judge Tauro.

6. To address the absurd logic of Wells Fargo and its attorneys, the Debtor maintains her position that the assignment of mortgage presented to this court is a fraudulent document. It is as insulting as it is a further violation of FRBP Rule 9011 for opposing counsel to continue to advocate for the veracity of the document because the signature date is the same as the notary date ignoring the substance of the document the blatant inconsistency in the document itself and purpose for which it was presented to this Court. *"This theory calls to mind the venerable maxim "nemo dat quod non habet," i.e., one cannot give what one does not have*. See Mitchell v. Hawley, 83 U.S. 544, 550 (1872); Chase v. Sanborn, 5 F. Cas. 521, 523 (Clifford, Circuit Justice, C.C.D.N.H. 1874) (No. 2,628). The Debtor's Note and Mortgage did not originate until March 14, 2007 two days after the assignment was executed. The assignment effectively transferred nothing on March 12, 2007. **Still, this bogus assignment of mortgage is presented to this court calling into question the integrity of the entire bankruptcy system upon which this debtor, the Chapter 7 Trustee and all other creditors are relying.** The Debtor avers that the overt act of filing false documents with the Court is deserving of sanctions, **it is well known that Wells Fargo entered into a settlement agreement with 49 State Attorneys General to end the practice of false notarizations, bogus documents and robo-signing. Yet in the case at bar, Wells Fargo and its attorneys continue with business as usual.**

7. Insofar as Wells Fargo admits its deception of holding itself out as the owner and holder and now has the audacity to request the Court overlook its fraud and allow it to amend and to the extent the Court is inclined to permit such amendment, the Debtor reserves her right to object to any proper motion to amend.

8. Under the immediate circumstances, however, **the Debtor requests the Court DENY the pending motion with all of the fraud it presents and award sanctions to the Debtor.** This is not a case where Wells Fargo presented an alternate theory of recovery or was ambiguous from the start, instead it affirmatively held itself out to be something it is

not and when it got caught by an astute Debtor and her legal team, **Wells Fargo and its attorneys attempted to withdraw the Motion for Relief from Stay without following the clear requirement of FRBP Rile 7041** (ie., either obtain consent of the Debtor or by filing a motion to obtain an order) and caused the debtor further harm as she caused to react by filing a Motion to Strike. **Wells Fargo and its lawyers presented a fabricated story in its Motion for Relief from Stay and manufactured documents to support the untruth and submitted all of it under oath hoping -or perhaps assuming - that this Court, the debtor and all interested parties would be none the wiser.** The Debtor surmises that the only purpose for even filing a Motion for Relief from Stay in an otherwise plain vanilla chapter 7 case where such a motion does not free the creditor from the constraints of the automatic stay any sooner than if the case closed though its natural course of otherwise uncontested proceedings, would be to generate legal fees which are then passed on to the investor,(ie., possibly Freddie Mac) as per Freddie Mac guidelines, and simultaneously tacking on legal fees to the Debtor's mortgage balance.

LEGAL ARGUMENT: LACK OF REQUIRED DOCUMENTATION AND FRAUD ON THE COURT

9. The Debtor avers that the "Assignment of Mortgage" presented by Wells Fargo Bank, NA and its attorneys to be a fraudulent document intended to bolster the claim of Wells Fargo Bank, NA as the real party in interest. **The court may take judicial notice that the assignment is executed prior to the date of Mortgage and Note it purports to assign and is thusly a nullity at best.** To the extent Wells Fargo Bank, NA and its attorneys argue that an assignment is not necessary, it leaves one to guess why it is submitted to this Court under penalty of perjury and why it is recorded on the land records. **It is a felony in the state of New York to offer a false document for recording on the land records.** (See: New York State Penal Law Article 175 "Offenses Involving False Written Statements" Sec. 175.35 "Offering a False Instrument For Filing In The First Degree.")

"If the document is not what it purports to be, it may constitute a crime in this state. In any event, the Debtor avers that the Motion must be denied in light of the purported false document presented to this Court."

Wells Fargo does not represent itself to the court to be a servicer acting on behalf of a secured creditor and instead is holding itself out to be the real party in interest. That Wells Fargo sloppily attempts to portray itself as the real party in interest when in fact it is at best a servicer and has failed to provide verification of its status and relationship, if any, to this case.

10. A federal Court cannot have jurisdiction unless a party has constitutional standing. The creditor fails to provide any credible evidence as to if and when a negotiation of the Note to Wells Fargo or its principle actually occurred.

11. Wells Fargo Bank, NA, if actually a servicer, has failed to provide any evidence that it currently holds Debtor's note or any evidence of its own authority. Wells Fargo Bank, NA is therefore, not a creditor nor a real party in interest and has no standing to file the instant motion.

WELLS FARGO BANK, NA LACKS STANDING AS PER APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE AND BANKRUPTCY PROCEDURE

12. In the bankruptcy courts, procedure is governed by the Federal Rules of Bankruptcy and Civil Procedure. Procedure has an undeniable impact on the issue of "who" can assert a claim as a holder, because pleading *and* standing issues which arise in the context of our federal court system. According **F.R.Civ. Pro. 17, *"[a]n action must be prosecuted in the name of the real party in interest."* (emphasis added)**

13. A Motion for Relief From Stay, is a contested matter, governed by F. R. Bankr. P. 9014(a), which makes F.R. Bankr. Pro. 7017 applicable to such motions. F.R. Bankr. P. 7017 is, of course, a restatement of F. R. Civ. P. 17.

14. The Debtor avers that the *real party in interest* in a federal action to enforce a note, whether in bankruptcy court or federal district court, is the *owner and holder* a status

acquired through negotiation, of a note. Because the actual name of the actual note owner and holder is not only not stated but is actually misrepresented to this Court, Wells Fargo's very claim asserted via motion is defective.

15. In the case of **Deutsche Bank Nat'l Trust Co. v. Steele,** 2008 WL 111227 (S.D. Ohio) January 8, 2008, the Honorable Judge Abel found that Deutsche Bank had filed evidence in support of its motion for default judgment indicating that MERS was the mortgage holder. There was not sufficient evidence to support the claim that Deutsche Bank was the owner and holder of the note as of that date. In following In re Foreclosure Cases, 2007 WL 456586, the Court held that summary judgment would be denied "until such time as Deutsche Bank [the movant] was able to offer evidence showing, by a preponderance of evidence, that it owned the note and mortgage when the complaint was filed." 2008 WL 111227 at 2. Deutsche Bank was given twenty-one days to comply. Id.

16. In a decision on March 10, 2009, the Honorable Philip H. Brandt, US Bankruptcy Judge for the Western District of Washington cited the matter of In Re Jacobson , 19 CBN 522 (Bankr. W.D. Wash. 2009) and denied a motion filed by a servicing agent for lack of standing because it was not brought in the name of the party who had the right to enforce a deed of trust and did not establish that the movant was authorized to act on behalf of the party who had such right.

17. **In the case at bar, the claimant, Wells Fargo Bank, NA, establishes only that it is neither the holder nor the owner of the note. Wells Fargo wrongly asserts that it has a beneficial interest in the specifically endorsed Note affixed to the Motion.** Without going out on a limb, the debtor predicts that Wells Fargo will produce a Note possibly indorsed in blank offering no viable explanation for the "convenient" new endorsement appearing on the note except that the former was an "older" copy. This explanation does not hold water in that the attestation of Mr. Higgins affirmed that the copy affixed to the instant Motion was a true and correct copy of the transactional documents. **Insofar as Wells Fargo Bank, NA is a loan servicer, it cannot enforce the note in its own right in that according to the information in the attached documents and the information**

available through Freddie Mac, the loan is owned by Freddie Mac with which Wells Fargo has not established its relationship.

WELLS FARGO BANK, NA LACKS CONSTITUTIONAL STANDING TO SEEK RELIEF IN A FEDERAL COURT

18. The United States Constitution Article III §2 specifically limits the jurisdiction of the federal courts to "Cases or Contreversies." Justice Powell delivered the Opinion of the Supreme Court in the case of Warth v. Seldin addressing the question of standing in a federal court as follows:

"In essence, the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of the particular issues. This query involves both constitutional limitations on federal court jurisdiction and prudential limitations on its exercise. In its constitutional dimension, standing imports judiciability: whether the plaintiff has made out a "case or controversy" between himself and the defendant within the meaning of Art.III. This is the threshold question in every federal case, determining the power of the court to entertain the suit. As an aspect of judiciability, the standing question is whether the plaintiff has "alleged such a personal stake in the outcome of the controversy" as to warrant *his* invocation of federal –court jurisdiction and to justify exercise of the court's remedial powers on his behalf. Baker v. Carr 369 U.S.186,204, 82 S.Ct. 691, 703, 7 L.Ed.2d 663(1962). The Art. III judicial power exists only to redress or otherwise to protect against injury to the complaining party…A Federal court's jurisdiction therefore can be invoked only when the plaintiff himself has suffered "some threat or actual injury resulting from the putatively illegal action…" Linda R.S. v. Richard D., 410 U.S. 614, 617, 93 S.Ct. 1146,1148, 35 L.Ed.2d 536 (1973)." Warth v. Seldin 422U.S.490, 498 (1975)

"Apart from this minimum constitutional mandate, this Court has recognized other limits on the class of persons who may invoke the courts' decisional and remedial powers. … even when the plaintiff has alleged injury sufficient to meet the "case or controversy" requirement, this Court has held that the **plaintiff generally must assert his own legal rights and interests and cannot rest his claim to relief on the legal rights or interests**

of third parties. E.g., Tilestion v. Ullman, 318 U.S. 44, 63 S.Ct. 493, 87 L.Ed. 603 (1943)." Warth v. Seldin 422U.S.490, 499 (1975) (**emphasis added**)

19. The Debtor in the instant case reiterates that a party seeking relief in any Federal Court "bears the burden of demonstrating standing and must plead its components with specificity." *Coyne v American Tobacco Company, 183 F.3d 488, 494 (6th Cir. 1999)*. Again, the minimum constitutional requirements for standing are: proof of injury in fact, causation, and redressability. *Valley Forge Christian College v Americans United for Separation of Church & State, Inc., 454 U.S. 464, 473 (1982)*. Furthermore, in order to satisfy the requirements of Article III of the United States Constitution, any claimant asserting rights in a Federal Court must show he has personally suffered some actual injury as a result of the conduct of the adverse party. *Coyne, 183 F.3d at 494; Valley Forge, 454 U.S. at 472*.

20. Wells Fargo may only be a servicer and while a servicer may be able to bring a claim on behalf of its principle, it must disclose the identity of its principle to the court and set forth a valid claim of its principle. (see generally In re Unioil 962 F 2d 988)

21. As set forth hereinabove, the Movant can make no assertions as to its own interest in the outcome of the instant claim it is making, nor does Movant make any mention of any perceived injury to itself. Instead, Movant presumably seeks to redress an alleged wrong to what is presumed to be a third party or parties, (ie, the holder and owner of the Debtor's Note and Mortgage) and thus the Movant in the case at bar lacks standing in a federal court. Movant cannot bring this claim without properly either identifying direct injury or threat of injury to itself or by joining a real party in interest. The Movant has not shown that it has any stake in the ownership of the Note and Mortgage as either a holder or owner. Any attempt to indicate itself as an owner of the loan has been by way of fraudulent and misleading documents.

22. **It is well anticipated that Wells Fargo will respond to this objection by asserting that the assignment, regardless of validity, is unnecessary.**

23. The debtor further objects to the falsified document Wells Fargo purports to be an assignment submitted to this court in support of its attempt at a Motion for Relief from Stay is void under 11 U.S.C. §362. In fact, the so-called assignment has done little except to create a cloud on the public record of this court proceeding by creating a discrepancy as to the chain of assignments and transfers of the note and mortgage.

24. As one Court described the bank's burden to show standing: "If the claimant is the original lender, the claimant can meet its burden by introducing evidence as to the original loan. If the claimant acquired the note and mortgage from the original lender or from another party who acquired it from the original lender, the claimant can meet its burden through evidence that traces the loan from the original lender to the claimant. A claimant who is the servicer must, in addition to establishing the rights of the holder, identify itself as an authorized agent for the holder." Maisel, 378 B.R. at 22 (quoting In re Parrish, 326 B.R. 708, 720 (Bankr. N.D. Ohio 2005)).

25. Here, Wells Fargo (possibly as Servicer) has not demonstrated its standing to file a claim. The documents presented shows that Wells Fargo may be as Servicer is not the holder of the note and Mortgage. Accordingly, the Debtor's Objection should be sustained and relief granted.

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WHEREFORE, the debtors pray of the Court as follows:

A. That Creditor's Motion for Relief from Stay be denied; B. That WELLS FARGO BANK, NA be precluded from filing any amended, modified or substitute claim or further motions seeking relief from stay in this case; C. That the Debtor have and recover against WELLS FARGO BANK, NA a sum to be determined by the Court in the form of actual damages;

D. That the Debtor have and recover against WELLS FARGO BANK, NA a sum to be determined by the Court in the form of statutory damages;

E. That the Debtor have and recover against WELLS FARGO BANK, NA a sum to be determined by the Court for punitive damages;

F. That the Debtor have and recover against WELLS FARGO BANK, NA a sum to be determined by the Court all legal fees and expenses incurred by her attorney(s); and

G. That the debtor have such other and further relief as the Court may deem just and proper.

H. That the Debtor have and recover against WELLS FARGO BANK, NA a sum to be determined by the Court all legal fees and expenses incurred by her attorney(s); and

I. That the debtor have such other and further relief as the Court may deem just and proper.

CONDITIONAL MOTION REQUESTING THE RECOVERY OF LEGAL FEES AND EXPENSES UNDER 28 USC 1927

In the event the Motion for Relief From Stay is withdrawn by Wells Fargo Bank, NA at any time prior to the conclusion of the final hearing on the merits or in the event this Court denies the Motion of Wells Fargo based on one or more of the **Affirmative Defenses** pleaded herein or in the further event that the Court denies the claim upon a finding of one or more of the following facts:

1. This Court finds that the factual contentions in the creditor's motion for relief from stay were not based on a reasonable review of the transfer, transactional or account records of the debtor's loan as maintained by the Master Servicer, the Primary Servicer, the Subservicer, the Default Servicer, the Claimant, or any third-party vendor; or

This Court determines that the Motion to Vacate the Automatic Stay was filed for some

improper purpose such as to harass the debtor, generate fees (legal, servicing or otherwise) or to cause unnecessary delay or needlessly increase the cost of this Chapter 7 bankruptcy case

Then and in the event any one or more of such findings are made by this Court then the debtor respectfully move this Court pursuant to the provisions of Section 1927 of Title 28 of the United States Code for the recovery of their legal fees and expenses in a sum equal to twice the presumed fee or the hourly billing rate of the attorney for the debtor ($500.00), whichever amount is greater, and for the recovery of the debtors' expenses such as lost time from work, travel costs, telephone calls, postage, paying for bank records, securing and paying for money order or checking tracing and confirmation services, expenses incurred for the electronic tracing of payments and the like, from Wells Fargo Bank, NA, its successors in interest, and/or the attorneys for the Movant.

A district court has the inherent power to assess attorney's fees against a party who has "acted in bad faith, vexatiously, wantonly, or for oppressive reasons." *Alyeska Pipeline Service Co. v. Wilderness Society*, 421 U.S. 240, 258-59 (1975) (internal quotations omitted). In this regard, if a court finds "that fraud has been practiced upon it, or that the very temple of justice has been defiled," it may assess attorney's fees against the responsible party. *Universal Oil Products Co. v. Root Refining Co.*, 328 U.S. 575, 580 (1946). In such instances, the imposition of sanctions "transcends a court's equitable power concerning relations between the parties and reaches a court's inherent power to police itself, thus serving the dual purpose of 'vindicat[ing] judicial authority without resort to the more drastic sanctions available for contempt of court and mak[ing] the prevailing party whole for expenses caused by his opponent's obstinacy.'" *Chambers v. Nasco*, 501 U.S. 32, 46 (1991) (quoting *Universal Oil*, 328 U.S. at 580).

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WHEREFORE, the debtor having responded by way of Objection to Motion for Relief from Stay filed herein for the purpose of reserving her right to hearing before the court respectfully pray of the court as follows**:** A. That the debtor(s) be granted a **preliminary hearing** on all issues raised by the pleadings in this case; B. That if applicable the claimant be ordered pursuant to **Rule 7034** of the Federal Rules of Bankruptcy Procedure to **produce all current appraisal reports on the subject property, valuations, delinquency contact reports, mortgage inspection reports, property inspection reports, and all documents** prepared in connection with this loan before any court hearing;

C. That the court require the claimant pursuant to **Rule 7034** of the Federal Rules of Bankruptcy Procedure to **produce a complete life of loan history of all receipts of payments since the filing of this case (from the Trustee and the Debtors) and a detailed summary of the application and disbursement of all such payments**;

D. That if applicable the Movant be ordered to provide the debtor with **the name, address and telephone number of the current holder and owner of the mortgage and promissory note as provided for by Section 1641(f)(2) of Title 15 of the United States Code**;

E. That if applicable the claimant provide the debtor(s) with a list of each entity having any interest in the mortgage note that is the subject of this motion including, but not limited to, any broker, table-funder, correspondent lender, originator, lender, warehouse lender, trustee, investor, trustee under a pooling and servicing agreement, servicer, sub-servicer, master-servicer, or similar party, and to identify each such party by full name, address, and a telephone number;

F. That if applicable the Movant be required to provide the debtor(s) for each party listed pursuant to Section E herein the consideration each entity received or disbursed for any interest it obtained or relinquished in the loan as well as the party it paid consideration to or received it from;

G. That this response be treated as a written **Request for Production of the Documents** described herein, including the production of the lists and records as identified herein, said request being made pursuant to Rule 7034 of the Federal Rules of Civil Procedure and Rule 34 of the Federal Rules of Civil Procedure, and that **the court enter an order requiring such documents to be produced a least ten (10) days prior to any final hearing on this motion**;

H. That this response be treated as a **Motion pursuant to Rule 9006(c)(1)** of the Federal Rules of Civil Procedure for this court in its discretion without notice and a hearing to reduce the time period to respond to the request for production of documents as provided for herein to a period of no less than ten (10) days prior to the designated hearing date and that the claimant be ordered to fax legible copies of said documents to the attorney for the debtor(s) or to transmit the same by an expedited or express mail service;

I. That the court require the Movant to establish all facts in its Motion by way of live sworn deposition testimony by qualified and competent agents and employees of the Movant and to that extent the debtor(s) object to the use of any affidavits at this hearing and will only consent to the testimony of witnesses with actual and personal knowledge of the facts so that they can authenticate that any matter is what it is claimed to be;

J. That if applicable the motion be dismissed if the Movant fails to produce all of the requested documents at least five (5) days before the hearing date as requested herein and that sanctions be awarded against the claimant in the event thereof;

K. That if applicable this motion be dismissed pursuant to Rules 7017, 7019, and 7020 of the Federal Rules of Bankruptcy Procedure for failure to prosecute the same in the name of the real party in interest, to join necessary and mandatory parties, or to include the Trustee under the Deed of Trust, or the Trustee under the Pooling and Servicing Agreement, as a necessary party;

L. That if applicable this motion be dismissed for failure of the claimant to comply with the mandatory claim transfer and assignment Rules as provided by **Rule 3001(e) FRPB**