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# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY <http://www.njd.uscourts.gov/>

Civ. No. 2:16-cv-05301-ES-JAD

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

# MOTION FOR DEFAULT JUDGMENT

**PLAINTIFF’S MOTION FOR DEFAULT JUDGMENT AGAINST DEFENDANTS: Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Stern & Eisenberg, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C**

Plaintiff respectfully moves the Court to enter default judgment against all defendants – Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Stern & Eisenberg, and Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C – pursuant to Fed. R. Civ. P. 55(b)(2) and Local Rule LAMR (c)(4) <http://www.njd.uscourts.gov/sites/njd/files/completelocalRules.pdf>

Litton Loan first defrauded the Plaintiff in 2006. After Litton Loan, Goldman Sachs, HSNC and Fremont Home Loan failed to respond to Plaintiff’s exhaustive efforts to resolve the problems, she took legal action.

The Plaintiff commenced legal action in 2010 (NJ Docket No. ESSEX-L-000081-11) ; Goldman Sachs was served August 1, 2011, before they unloaded Litton Loan. The Plaintiff’s complaint alleged, *inter alia*, that the defendants have violated the Fair Debt collection Practices Act, the Consumer Fraud Act, Breach of Contract while intentionally inflicting emotional distress, acting with deliberate indifference and defaming the Plaintiff in the process. The Plaintiff served the complaint and summons on each defendant’s registered agent as detailed in the chart on the next page:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Defendant** | **State** | **State** | **SERVED** | **RESPONSE DUE**  **# Business Days** |
|  |  |  |  |  |
| HSBC | NY |  | **11/7/16 12:04 pm -James** | 12/2/16 |
| Goldman Sachs | NYC |  | **11/11/16 4:12 pm –Franne Mehu** | 12/9/16 |
| Stern & Eisenberg | NJ |  | **11/4/16 11:07 am - James** | 12/6/16 |
| Ocwen | FL |  | **11/3/16 3:50 pm – Jean** | 12/5/16 |
| Litton Loan | FL |  | **11/3/16 3:50 pm – Jean** | 12/5/16 |
| Fremont | FL |  | **11/3/16 3:50 pm - Jean** | 12/5/16 |
| Ocwen |  | TX | **Nov 15, 2016, 3:21 pm CST** | 12/14/16 |
| Litton Loan |  | TX | **Nov 15, 2016, 3:21 pm CST** | 12/14/16 |
| Fremont |  | TX | **Nov 15, 2016, 3:21 pm CST** | 12/14/16 |
|  |  |  |  |  |

Affidavits have been filed with the court.

The defendants have failed to respond to the complaint by Dec. 15, 2016.

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# ARGUMENT

1. **STANDARD OF REVIEW**

On a motion for default judgment under Rule 55(b)(2) of the Federal Rules of Civil Procedure, the Court accepts as true the facts alleged in the complaint: “[B]y defaulting, the [defendants are] deemed to have ‘admit[ted] the plaintiff’s well-pleaded allegations of fact’ for purposes of liability.” *Coton v. Televised Visual X-Ography, Inc.*, 740 F. Supp. 2d 1299, 1307 (M.D. Fla. 2010) (quoting *Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987)); *Tyco Fire& Sec., LLC v. Alcocer*, 218 Fed. App’x 860, 863 (11th Cir. 2007); *Shandong Airlines Co. v. CAPT, LLC*, 650 F. Supp. 2d 1202, 1206 (M.D. Fla. 2009) (citing *Buchanan*). If the admitted facts establish the defaulting defendant’s liability, the plaintiff is entitled to relief against that defendant. *See Shandong Airlines*, 650 F. Supp. 2d at 1206; *United States v. Henley*, Civ. No. 8:10-2208-T-24-TGW, 2011 WL 1103894, at \*2 (M.D. Fla. Mar. 25, 2011) (citing *Tyco Fire*). Pursuant to Fed. R. Civ. P. 54(c), the relief awarded “must not differ in kind from, or exceed in amount, what is demanded in the [complaint].”[[1]](#footnote-1)

The counts in the complaint and the defendants’ primary actions supporting the counts, are supported with documents submitted and highlighted in the table below:

|  |  |
| --- | --- |
| **COUNTS IN COMPLAINT** | **FRAUDULENT & DECEPTIVE ACTIONS** |
| **COUNT I: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**  ***(ALL DEFENDANTS)*** | In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT II : VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)**  ***(All Defendants)*** | In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT III : BREACH OF CONTRACT**  ***(All Defendants)*** | In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT IV : INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  ***(All Defendants)*** | Perpetual, Predatory Litigation  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT V : DELIBERATE INDIFFERENCE**  ***(All Defendants)*** | Perpetual, Predatory Litigation  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT VI : DEFAMATION OF CHARACTER *(Stern & Eisenberg)*** | Documents Filed with State of New Jersey are false and degrading to the Plaintiff |

Judge Mitterhorf, NJ Superior Court, ruled for the Plaintiff on February 19, 2016, however, most defendants had been removed for the case and only 1 count was considered. C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\COURT-Case-Files-l-004753-13\ Order-by-Judge-Mitterhoff\_2-19-16.pdf

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# STATUTORY AND REGULATORY PROVISIONS

Each law that was violated is listed below along with the component or interpretation of that law that applies to the defendants’ actions. Information supporting these violations is included in the documents submitted with this case.

|  |  |
| --- | --- |
| **COUNTS IN COMPLAINT** | **FRAUDULENT & DECEPTIVE ACTIONS** |
| **COUNT I: VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**  [Fair Debt Collection Practices Act §§1692-1692p.](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text)  ***(ALL DEFENDANTS)*** | [§806](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#806).  Harassment or abuse [§807](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#807).  False or misleading representations [§808](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#808).  Unfair practices [§809](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#809).  Validation of debts [§810](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#810).  Multiple debts [§811](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#811).  Legal actions by debt collectors [§812](https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-debt-collection-practices-act-text#812).  Furnishing certain deceptive forms  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT II : VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)**  [Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.](http://www.judiciary.state.nj.us/civil/charges/4.43.pdf)  [Treble Damages](http://www.njconsumeraffairs.gov/Statutes/Consumer-Fraud-Act.pdf)  ***(All Defendants)*** | Affirmative Act  Acts of Omission  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT III : BREACH OF CONTRACT** [41 U.S.C. 6503 - BREACH OR VIOLATION OF REQUIRED CONTRACT TERMS](https://www.gpo.gov/fdsys/granule/USCODE-2015-title41/USCODE-2015-title41-subtitleII-chap65-sec6503)[Breach of Contract 41 U.S. Code § 6503](http://www.mondaq.com/unitedstates/x/208916/Contract+of+Employment/Breach+of+Contract+Claim+Does+Not+Give+Rise+to+Federal+Jurisdiction) ***(All Defendants)*** | Violated terms of modification agreement  Violated terms of mortgage agreement  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT IV : INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**  [**Columbia Law Review**](http://www.jstor.org/stable/1122238?seq=1#page_scan_tab_contents)  [**Cornell Law**](https://www.law.cornell.edu/wex/intentional_infliction_of_emotional_distress)  ***(All Defendants)*** | 10 year, contentious effort by defendants to avoid recognizing problems with the mortgage and their actions  Perpetual, Predatory Litigation  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT V : DELIBERATE INDIFFERENCE** [Deliberate Indifference (42 § USC 1983)](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0ahUKEwj23ay0tPzQAhVD8IMKHQ2KDrsQFgggMAE&url=http%3A%2F%2Fwww.chapmanlawgroup.com%2Fmedicalmalpractice_1983civilrights%2F&usg=AFQjCNF1ACUZfXXLg8Y5joZxtvgkIJk7Nw&sig2=LI7qK-2xOXfyKz940VVCWQ) [**Failure to Train Employees**](http://heinonline.org/HOL/LandingPage?handle=hein.journals/utol22&div=12&id=&page=)  ***(All Defendants)*** | 10 year, contentious effort by defendants to avoid recognizing problems with the mortgage and their actions  Perpetual, Predatory Litigation  In and Out Fraud (illegally increased Principal Balance)  Bait & Switch Deception and Fraud  Failure to File Required Documents with State of NJ  Fremont Violation of Cease & Desist Order from DOJ  Fremont Fraudulent Documents |
| **COUNT VI : DEFAMATION OF CHARACTER** Defamation [28 U.S. Code § 4101](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwiKy5O3tfzQAhVJ2IMKHbSlAQEQFggaMAA&url=https%3A%2F%2Fwww.law.cornell.edu%2Fuscode%2Ftext%2F28%2F4101&usg=AFQjCNFlxpkLIbQDV3Wb0FrE-rh8Ki2qJQ&sig2=CnF6wtEwUNnpBFGC7CU1Jg&bvm=bv.142059868,d.amc) [**US Defamation Law**](http://www.liquisearch.com/united_states_defamation_law)  Most states recognize that some categories of false statements are considered to be defamatory *per se*, such that people making a defamation claim for these statements do not need to prove that the statement was defamatory.  ***(Stern & Eisenberg)*** | Attorney defamed Plaintiff in writing in the process of securing a foreclosure without knowledge of Plaintiff  Documents Filed with State of New Jersey are false and degrading to the Plaintiff |
| **C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\COURT\_Judge-Mitterhorf-Appeal-of- Decisions \ COURT\_Complaint-Comparison.doc** | <https://dockets.justia.com/browse/state-new_jersey/noscat-1/nos-190> |

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# THE FACTS ALLEGED IN THE COMPLAINT ESTABLISH EACH DEFENDANT’S LIABILITY

Just this year, the 3 major defendants were fined and penalized for the same fraudulent actions:

* **HSBC and Goldman Sachs settled with DOJ, $470M and $5.1B respectively, for the same things they did to me** Appeal Page 22 & 26 <http://www.finfix.org/Appeal-NJ.pdf>
* **Ocwen had 17,000 mortgages frozen after National Mortgage Settlement compliance failure** <http://tinyurl.com/juf27wk>

**FACTS IN COMPLAINT**

In their quest to shut down this case, the defendants have extended the litigation while avoiding every opportunity to reach a resolution, driving the Plaintiff from prosperity to welfare. This case is a prime example of how mortgage and other financial fraud has decimated so many American citizens, as well as damaged our economy. There are many facts presented in the extensive compilation of documents submitted with this complaint. My case documentation and proof is quite extensive. Essentially the defendants conducted predatory fraud that amounted to damages over $270M:

* **Defrauded me by adding about $200K to the principal of my mortgage**  ([Discovery](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf) Page 2 Ex3:[**PROOF**](http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx) & [PROOF](http://finfix.org/proof/DD/Mortgage-History-wFinancials.pdf)); **HSBC** [Discovery](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf) Ex29: [**PROOF**](http://finfix.org/proof/DD/VW_toHSBC_Redacted.pdf) Ex30: [**PROO**F](http://finfix.org/proof/DD/VW_toHSBC_HSBC_Response.pdf) & **Litton Loan** [Discovery](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf) Page 2[**PROOF**](http://finfix.org/proof/DD/LittonToDelayForeclosure_9-25-09.pdf)
* **Reneged on a modification offered** ([Proof Hearing](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf) Page 118 **Was told it was an error and would be reversed if I sent an additional payment** (Ex20:[**PROOF**](http://finfix.org/proof/DD/LITTON~1%20(2).PDF)) )
* **Caused me to lost GSA Federal Supply Schedules with over $270M in impending orders** (Summary below and attached, from [Proof Hearing](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf) Page 17 )
* **Imposed Stress That Nearly Took My Life** ([Proof Hearing](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf) Page 7 – More from Witnesses)
* **Prevented me from Earning Sustainable Income for more than 10 years**

**DEFENDANTS’ LIABILITY**

HSBC and Goldman Sachs entered into agreements with the U.S. DOJ and paid $470M and $5B, respectively for executing fraudulent actions.

The damages due to the Plaintiff as a result of the defendants’ actions are exorbitant. The defendants have persisted in their fraudulent effort since 2006. Their actions decimated the Plaintiff’s 30-year old firm and prevented her from working during the prime years of her career. The stress from the defendants’ actions nearly took the Plaintiff’s life on multiple occasions. Facts provided by financial and business professionals, doctors and other medical professionals, and many others are presented in the documents. Some facts will be reinforced by witness testimony.

Any financial professional with a modicum of financial education and a smidgeon of common sense knows that anyone who has lived in a property for 26 years without a foreclosure has been paying their mortgage. I submitted an amortization of all mortgages since I purchased my home in 1983, with supporting documentation, proving that the defendants inflated my principal balance by more than $200,000! This is just one of the preponderance of evidence that helped the Federal government convince two of the defendants, HSBC and Goldman Sachs, to pay at least $470M and $5B in fines, respectively. Yet, Judge Cocchia dismissed these defendants without proper procedure and without my knowledge!

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SOURCE: Plaintiff’s Appeal to NJ Supreme Court. <http://www.finfix.org/Appeal-NJS.pdf>

The defendants, particularly HSBC, Goldman Sachs, Ocwen, Litton Loan and Fremont, have been besieged with legal actions as a result of their actions. These actions and awards to others[[2]](#footnote-2) have not deterred them. In the case of David Brash v. PHH Mortgage Corp. (Case No. 4-09-cv-00146-(CDL)), a jury in the U.S. District Court of Georgia (11th District) awarded $21M to compensate the Plaintiff and to *send a message*. Clearly, that message did not resonate with these defendants. Although the $21M was awarded in 2011, five years after this Plaintiff was defrauded, the defendants have persisted in defaming and perpetuating this fraud for another 5 years – *and counting*. The avalanche of damages to the Plaintiff continues to mount.

Since the legal proceedings began in 2010, the defendants have failed to respond on time, show up at hearings and notify the Plaintiff of hearings as required by the NJ Courts. I request that the US District Court make this the last time the Plaintiff must endure the defendants’ wrath by affirming liability and grating this motion. [[3]](#footnote-3)

# THE FACTS ALLEGED IN THE COMPLAINT ESTABLISH THAT THE PLAINTIFF IS ENTITLED TO THE RELIEF REQUESTED

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* 1. **The Minimally Appropriate Monetary Remedy for the Defendants’ Violations of the Counts in the Complain, Is a Civil Penalty of $300,000,000**

The voluminous submission to the Court is rife with evidence that supports all counts in the complaint as well as supporting the damages sought.

The defendants’ actions, that have been public record for nearly a decade, shut down countless opportunities for the Plaintiff and her 30-year old firm. A few are documented in files submitted. Indisputable information from doctors will prove that Plaintiff nearly lost her life multiple times due to the stress imposed by the defendants**.**  The compensatory and punitive damages are crystal clear.

**PUTTING FINANCIALS INTO PERSPECTIVE**

Banks and other financial firms who collectively comprise the process of creating and administering mortgages are not deterred because their fines and legal awards have been of small consequence financially. For example, fines paid by HSBC and Goldman Sachs may seem steep based on the bank accounts of the typical US citizen, however, those amounts (less than 1%) are not even a rounding error for these firms.

|  |  |  |
| --- | --- | --- |
| **Financial statistic** | **HSBC** | **Goldman Sachs** |
|  | **MILLIONS OF DOLLARS** | |
| **Assets (2015)** | **$67,000,000** | **$861,000** |
| **Fine by DOJ (1st Qtr. 2016)** | **$470** | **$5,000** |
| **Fine as % of Assets** | **0.0176%** | **0.5807%** |
| **SOURCE: Case submission** C:\CriticalFiles\CURRENT\_Post2010\VeronicaWilliams\Legal\_Prepaid\Case\_LittonLoan\ Financial-Injury.xlsx WORKSHEET DOJ-Fines-Impact | | |

The Plaintiff’s firm has employed head of households and contractors over its 30-year history. This firm had earned two Federal Supply Schedules (aka GSA contracts) that allowed Federal Agencies, Authorities and States to order their products and services without further evaluation. The firm had achieved the position to receive task orders from leading Federal Agencies. The impending revenue would have made the 15-year investment worthwhile.

|  |  |  |  |
| --- | --- | --- | --- |
| Case 2:16-cv-05301-ES-JAD Filed 12/20/16 Page 8 of 11 | **GSA SCHEDULES AWARDED TO PLAINTIFF’S FIRM** | |  |
|  | **GSA SCHEDULE**  **IT** | **GSA SCHEDULE**  **MOBIS** | **TOTAL**  **REVENUE**  **PER YEAR PER CONTRACTOR** |
| **Federal Spending** | $14,148,750,018 | $3,998,377,838 |  |
| **No. GSA Contractors** | 6,206 (2014) | 3,284 (2014) |  |
| **Spending per Contractor** | $2,279,850.15 | $1,217,532.84 | $3,497,382.99 |
| **SOURCE: Case documents** C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\COURT\_Federal-Court-Prep\ Financial-Injury.xlsx | | | |

Under the bottoms up method of calculating the loss of earnings by the Plaintiff’s firm, the maximum penalty would be in excess of $270,000,000, which is the minimum loss of earnings by the Plaintiff’s firm over 10 years. While the Court could impose an additional penalty of $220,000,000 for punitive damages, based on the amount of earnings lost by the Plaintiff’s firm and other damages to the Plaintiff, the Plaintiff does not request that the Court do so. Rather, the Plaintiff respectfully asks the Court to award a civil penalty of $50,000,000, which is substantially less than the maximum amount the Court would award based on the amount in violation (Financial Injury submitted <http://finfix.org/proof/ADDL/Financial-Injury.xlsx>), as indicated in the documents submitted with the Plaintiff’s complaint. *See* [Fed. R. Civ. P. 54(c)](https://www.law.cornell.edu/rules/frcp/rule_54); [Compl., Request for Relief (F).](https://www.justice.gov/sites/default/files/tax/legacy/2006/03/22/DAdams_Complaint.pdf)

To adequately punish illegal activity and to provide a disincentive for others to engage in similar conduct, a civil penalty must be sufficiently large that potential violators will regard it as “‘a deterrence to violation’” rather than “‘an acceptable cost of violation.’” *United States v. Reader’s Digest Ass’n*, 662 F.2d 955, 966-67 (3d Cir. 1981) (quoting *United States v. ITT Continental Baking Corp.*, 420 U.S. 223, 231-32 (1975)); *see also United States v. St. Michael’s Credit Union*, 880 F.2d 579, 588 (1st Cir. 1989) (“To have any real deterrent effect, the potential fine must be large enough to have some real economic impact on potential violators.”) (internal quotation marks omitted).

One of the defendants’ attorneys told me no one would ever be awarded the amount that I lost due to his clients. Either he did not know about Brash vs. PHH Mortgage or awards against the defendants, or he thought the Plaintiff was not aware of these legal awards.

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# Each Defendant’s Conduct Warrants a Permanent Injunction Against Future Violations of All Counts in the Complaint

The Plaintiff’s complaint sought to permanently enjoin all defendants from engaging in further violations of the Act “similar to those found by the Court.” This Court should now impose such an injunction and prohibit the defendants from engaging in future violations of the Fair Debt Collection Practices Act §§ 1692-1692p; N.J.S.A. 56:8-1 et seq; 41 U.S. Code § 6503; 112 USC § 1601, 1602 & 1603; [42 § USC 1983](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0ahUKEwj23ay0tPzQAhVD8IMKHQ2KDrsQFgggMAE&url=http%3A%2F%2Fwww.chapmanlawgroup.com%2Fmedicalmalpractice_1983civilrights%2F&usg=AFQjCNF1ACUZfXXLg8Y5joZxtvgkIJk7Nw&sig2=LI7qK-2xOXfyKz940VVCWQ); or [28 U.S. Code § 4101](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwiKy5O3tfzQAhVJ2IMKHbSlAQEQFggaMAA&url=https%3A%2F%2Fwww.law.cornell.edu%2Fuscode%2Ftext%2F28%2F4101&usg=AFQjCNFlxpkLIbQDV3Wb0FrE-rh8Ki2qJQ&sig2=CnF6wtEwUNnpBFGC7CU1Jg&bvm=bv.142059868,d.amc).

Plaintiff explicitly requests the Court to grant a permanent injunction upon a showing that a defendant has violated the Act. 2 U.S.C. 437g(a)(6)(B). An injunction should generally issue if the defendant is otherwise likely to continue to violate the law. The rulings for the FEC are equally applicable to this case against the defendants. *See* [*FEC v. Furgatch*, 869 F.2d 1256, 1262-64](http://www.fec.gov/law/litigation_CCA_FEC_D.shtml) (9th Cir. 1989) (discussing criteria relevant to issuance of permanent injunction and remanding to district court for determination of whether criteria were met); [*FECv. Odzer*, Civ. No. 05-3101, 2006 WL 898049](http://www.fec.gov/law/litigation/novacek_fec_reply_sj2.pdf), at \*5 (E.D.N.Y. Apr. 3, 2006) (applying *Furgatch* in context of defaulting defendant and granting permanent injunction against further violations of §§ 441a and 441f); *see also* [*United States v. Kahn*, 164 Fed. App’x 855, 858-59](https://casetext.com/case/rci-tm-corp-v-rr-venture-grp) (11th Cir. 2006) (affirming grant of permanent injunction to government against defaulting defendants where district court found, *inter alia*, that “absent the permanent injunction, Defendants would continue to violate” same statutes).

Each defendant’s conduct demonstrates a substantial likelihood that its illegal activities would be repeated in the future. Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Stern & Eisenberg, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C’s lawbreaking was not a mere error or lapse in judgment: It was an extensive and ongoing scheme that spanned over ten calendar years, and involved multiple financial firms. Despite the duration and breadth of these violations, the defendants have never acknowledged *any* wrongdoing. To the contrary, the defendants’ refusal even to appear before this Court manifests a complete absence of a commitment not to violate the same legal provisions in the future. *See Odzer*, 2006 WL 898049, at \*5 (“[Defendant’s] failure to participate [before the FEC] and in this litigation are further indications that an injunction is necessary to ensure that [he] will not continue to violate the Act . . . .”).[[4]](#footnote-4) The absence of such a commitment means that only an injunction, backed by the Court’s contempt power, can reassure the public and the Plaintiff that any repetition of the defendants’ unlawful activity in connection with the administration of future financial agreements and relationships would be subject to the strictest possible sanctions.

# CONCLUSION

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For the foregoing reasons, the Commission moves the Court to enter final judgment against HNJ: (1) assessing a civil compensatory penalty of $50,000,000,000; a civil punitive penalty of $150,000,000 and (2) permanently enjoining all defendants from engaging in future violations of : Fair Debt Collection Practices Act §§ 1692-1692p; N.J.S.A. 56:8-1 et seq; 41 U.S. Code § 6503; 112 USC § 1601, 1602 & 1603; [42 § USC 1983](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=2&cad=rja&uact=8&ved=0ahUKEwj23ay0tPzQAhVD8IMKHQ2KDrsQFgggMAE&url=http%3A%2F%2Fwww.chapmanlawgroup.com%2Fmedicalmalpractice_1983civilrights%2F&usg=AFQjCNF1ACUZfXXLg8Y5joZxtvgkIJk7Nw&sig2=LI7qK-2xOXfyKz940VVCWQ); or [28 U.S. Code § 4101](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwiKy5O3tfzQAhVJ2IMKHbSlAQEQFggaMAA&url=https%3A%2F%2Fwww.law.cornell.edu%2Fuscode%2Ftext%2F28%2F4101&usg=AFQjCNFlxpkLIbQDV3Wb0FrE-rh8Ki2qJQ&sig2=CnF6wtEwUNnpBFGC7CU1Jg&bvm=bv.142059868,d.amc)**.**. A proposed judgment is attached to this motion.

Respectfully submitted,

Veronica A. Williams

Per Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams Veronica A. Williams

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December 20, 2016 (202) 486-4565

# UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY <http://www.njd.uscourts.gov/>

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Civ. No. 2:16-cv-05301-ES-JAD

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

# MOTION FOR DEFAULT JUDGMENT

# DEFAULT JUDGMENT

The defendants, Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Stern & Eisenberg, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C,having failed to plead or otherwise defend in this action, and default having heretofore been entered; upon application of plaintiff and upon affidavit that defendant is indebted to plaintiff in the principal sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ plus interest thereon; that defendant had been defaulted for failure to appear pursuant to Rule 55(a) of the Federal Rules of Civil Procedure; and that the claim is for a sum certain or for a sum which can by computation be made certain; it is hereby

ORDERED, ADJUDGED, and DECREED that plaintiff, Veronica A. Williams, recover of the defendants,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, plus costs and interest according to law from the date of this judgment until the entire amount is paid.

This judgment is entered by the Clerk at the request of the plaintiff and upon affidavit that said amount is due, in accordance with Rule 55(b)(1) of the Federal Rules of Civil Procedure.

WILLIAM T. WALSH, CLERK

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Clerk

1. This is the first footnote. [↑](#footnote-ref-1)
2. **Example 1** Wright v. Litton Loan Servicing LP, 2006 U.S. Dist. LEXIS 15691 (E.D. Pa., April 4, 2006) ($25,000 in loan servicing case brought under RESPA);Boone v. Bownes, Civ. Action No. 02-143-MJR (S.D. Ill., Aug. 26, 2005) ($50,000 in emotional distress damages). <http://homelawlawyers.com/list-of-damage-awards-in-mortgagecreditor-cases-nationwide/>

   **Example 2**  Sealy Davis v. Ocwen Federal Bank, et al. 212th District Court, Galveston, Texas. (2005). $11.5 million verdict.  Unfair debt collection of a mortgage loan in servicing loan. <http://www.prnewswire.com/news-releases/florida-bank-hit-with-115-million-verdict-galveston-jury-says-ocwen-federal-bank-forced-woman-into-bankruptcy-55733732.html> SOURCE: <http://homelawlawyers.com/list-of-damage-awards-in-mortgagecreditor-cases-nationwide/> [↑](#footnote-ref-2)
3. Although the defendants’ default renders further corroboration of liability unnecessary, in 2016 Defendants HSBC and Goldman Sachs signed agreements with the U.S. DOJ stating “ alleged unlawful conduct” and “alleged unlawful conduct”, respectively. See [US Civil Action 16-0199](https://www.justice.gov/opa/file/822931/download) and [US Settlement Agreement](https://www.justice.gov/opa/file/839891/download) & Appeal-L–004753-13- P. 26. Additionally, Defendant Ocwen has had over 17,000 mortgages frozen. [↑](#footnote-ref-3)
4. Although public sources indicate that Litton Loan(Goldman Sachs has sold Litton Loan to Ocwen) and Fremont Home Loan are not currently operating, Ocwen, HSBC and Goldman Sachs remain active. [↑](#footnote-ref-4)