

**FILINGS & DOCUMENTS FOR  
COMPREHENSIVE CASE OVERVIEW**

**WILLIAMS**

**VS.**

**HSBC, GOLDMAN SACHS, OCWEN,  
FREMONT, LITTON LOAN,  
STERN & EISENBERG,  
STATE OF NEW JERSEY**

**U.S. Court of Appeals  
Case No. 19-1032**

**Over 1140 Evidence Items  
Over 95 Subpoenas  
Over 150 Witnesses**

**Updated March 11, 2019**

# **INSIDE POCKET**

## **1-PAGE CASE OVERVIEW**

*Veronica Ann Williams*

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Prepared September 4, 2016, Updates March 10, 2019

**Case Overview with Damages Quantified**

Veronica Williams vs. Litton Loan Servicing, Goldman Sachs, HSBC, Ocwen, et. al.  
U.S. Court of Appeals **Case No. 19:1032** of U.S. Federal Court Case No. 2:16-cv-05301-ES-JAD

**The defendants, with cumulatively over \$4.23 Trillion in financial assets (p. 1451 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>), performed and condoned recurring, systemic fraudulent actions that wiped out personal and business financial resources built by the Plaintiff over 55 years. Her firm was built with the investment of hundreds of years of manpower; a lifetime of work that is not likely to be replaced during her retirement years.**

My case is currently (March 2019) under review by the U.S. Court of Appeals, Third Circuit. I have yet to be granted my day in court (first Court filing early 2009).

When I was first impacted by improprieties in the NJ Courts in 2010, I began briefing Federal agencies. Just this year (2016), three (3) of my defendants were fined and penalized for the same fraudulent actions they imposed on me:

- **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.fifix.org/Appeal-NJ.pdf>
- **Ocwen had 17,000 mortgages frozen after failing to comply with settlement** <http://tinyurl.com/juf27wk> . These frozen mortgages were for Chase; Litton Loan and Fremont mortgages may be next.

Essentially the defendants conducted predatory fraud that amounted to damages over \$270M:

- **Added about \$200K to the principal of my mortgage** ([Discovery](#) Page 2- Ex3:[PROOF](#) & [PROOF](#))
- **Reneged on a modification solicited by the defendant** ([Proof Hearing](#) Page 118 Was told it was an error and would be reversed if I sent an additional payment (Ex20:[PROOF](#))
- **Caused me to lose GSA Federal Supply Schedule with over \$270M in impending orders** (Summary below and attached, from [Proof Hearing](#) Page 17). A NJ judge ruled in my favor.
- **Imposed Stress That Nearly Took My Life** ([Proof Hearing](#) Page 7 – More from Witnesses)
- **Prevented me from Earning Sustainable Income for 10 years**

**DAMAGES**

HURT TO PLAINTIFF	DAMAGES INCURRED	DAMAGES SOUGHT
<b>COMPENSATORY</b>	DOLLARS IN MILLIONS	
• Loss of ACT Inc. contracts ( <a href="#">FEDERAL ONLY; Private Flagship Loss Not Included</a> )	\$279.2 M	TBD
• Loss of Employability in field of experience (\$1.8M [\$300K * 6 YRS 2009-2015] )	\$2.1 M	TBD
• Stress Induced Severe Prolonged Illness	\$500.0 M	TBD
<b>PUNITIVE</b>	SEVERE	TBD

For more detail please see attached spreadsheets and Page 17 of Motion for [Proof Hearing](#).

I trust this provides you an overview that allows you to drill down, without being overwhelmed. I am willing to answer any questions that you may have. Feel free to call me at your convenience on my home phone 202-486-4565 or send an email to [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com).

Veronica A. Williams

# OPENING PAGES

## OVERVIEW OF WILLIAMS vs. HSBC, GOLDMAN SACHS, LITTON LOAN et. al

I have been fighting mortgage fraud since 2005. Here are just a few things that the Defendants did:

- Litton Loan started the fraud by failing to record payments and possibly inflating my principal
- Fremont perpetuated and heightened the fraud with the setup and execution of a fraudulent and illegal mortgage
- Ocwen perpetuated the fraud by trying to collect and file false reports on the illegal mortgage
- Goldman Sachs supported deceitful delay tactics by Litton Loan.
- Stern & Eisenberg supported the fraud by filing fraudulent legal documents and engaging in other subversive tactics to get foreclosure awarded by NJ Court
- HSBC funded and enabled the entire web of fraud by underwriting mortgage and paying defense of all Defendants

While there are many firms and individuals involved in this intricate web of fraud, I only focus on 6 as Defendants. There have been 4 legal cases; 3 remain:

<p><b><u><a href="#">NJ-CASE-F-000839-13</a></u></b>                  HSBC Bank USA, National Association as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C v. Veronica Williams, et. als.</p>	<p>DENIED DUE PROCESS AWARDED 2014</p>
<p><b><u><a href="#">NJ-CASE-L-004753-13</a></u></b> (Case L-004753-13) <span style="float: right;">Veronica Williams. Plaintiff v.</span>                  Veronica Williams, Plaintiff v.                  Litton Loan Servicing, HSBC Bank USA, NA, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen, Stern &amp; Eisenberg, PC, Powers Kirn LLC, Defendants</p>	<p>DENIED DUE PROCESS</p>
<p><b>US Court of Appeals Case 19-1032</b>  <b><u><a href="#">US District Court of NJ Case 2:16-cv-05301</a></u></b> (RECAP) <span style="float: right;">VERONICA A. WILLIAMS, Appellant,</span>                  Veronica Williams, Plaintiff v.                  LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS;                  FREMONT HOME LOAN TRUST 2006-C MORTGAGE- BACKED CERTIFICATES                  , SERIES 2006-C; OCWEN; STERN &amp; EISENBERG, PC, Ocwen Financial Corp.</p>	<p>UNDER REVIEW BY US COURT OF APPEALS</p>

To help understand, I have selected 217 out of over 8,000 pages filed, to explain this intricate chain of fraudulent acts. A very abbreviated timeline is presented on the next page. A more extensive timeline may be viewed at <http://www.FinFix.org/Fraud-Timeline.html>. A more event packed, multidimensional timeline will be presented at trial.

*Veronica A. Williams*

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## SHORT TIMELINE OF FRAUD – [Click for Details](#) [EVIDENCE INDEX](#)

<a href="#">2006</a>	<ul style="list-style-type: none"> <li>• Litton Loan took \$\$ from VW and did not record payments</li> </ul>
2006	<ul style="list-style-type: none"> <li>• VW sought new mortgage servicer – fixed only, 6%</li> </ul>
2007	<ul style="list-style-type: none"> <li>• Narrowed to Chase &amp; Fremont</li> </ul>
<a href="#">2007</a>	<ul style="list-style-type: none"> <li>• VW chose Fremont – was recommended &amp; to diversify</li> </ul>
2007	<ul style="list-style-type: none"> <li>• Verified agreement at closing after problem with first page</li> </ul>
<a href="#">2007</a>	<ul style="list-style-type: none"> <li>• Fremont – CA confirmed again</li> </ul>
2007	<ul style="list-style-type: none"> <li>• First bill was wrong – did not fit my principal &amp; interest</li> </ul>
<a href="#">11/2007</a>	<ul style="list-style-type: none"> <li>• Fremont CA sent correct agreement <i>without signatures</i></li> </ul>
2008	<ul style="list-style-type: none"> <li>• Mortgage sold back to Litton Loan</li> </ul>
<a href="#">2009</a>	<ul style="list-style-type: none"> <li>• Litton Loan promised to fix error with GS cover if VW paid \$\$ – over &amp; over and <a href="#">in</a></li> </ul>
10/2009	<ul style="list-style-type: none"> <li>• VW <a href="#">Paid \$\$</a> (twice) &amp; retired debt (<a href="#">proof of delivery</a>) believing mortgage correction was underway</li> </ul>
<a href="#">12/2009</a>	<ul style="list-style-type: none"> <li>• Litton Loan foreclosed</li> </ul>
2010	<ul style="list-style-type: none"> <li>• Litton Loan requested more \$\$\$ to reverse – VW sent 3 more payments</li> </ul>
2010	<ul style="list-style-type: none"> <li>• Litton Loan took money and did nothing</li> </ul>
<a href="#">2010</a>	<ul style="list-style-type: none"> <li>• VW lost private “entrenched” business, Federal contracts, financing, health,</li> </ul>
<a href="#">2010</a>	<ul style="list-style-type: none"> <li>• VW filed complaint – added Goldman as defendant</li> </ul>
2010 – 2014	<ul style="list-style-type: none"> <li>• NJ Court hold multiple hearings <i>without</i> VW and remove most Defendants</li> </ul>
8/2011	<ul style="list-style-type: none"> <li>• Goldman Sachs Served by Williams</li> </ul>
9/2011	<ul style="list-style-type: none"> <li>• Goldman Sachs dumped Litton Loan</li> </ul>
<a href="#">2011</a>	<ul style="list-style-type: none"> <li>• Litton Loan &amp; Goldman Sachs failed to show up at Sept 2011 hearing</li> </ul>
<a href="#">2013</a>	<ul style="list-style-type: none"> <li>• VW retains Denbeaux &amp; Denbeaux</li> </ul>
2013	<ul style="list-style-type: none"> <li>• HSBC brought in <i>and PAID</i> Duane Morris for ALL defendants</li> </ul>
9/2014	<ul style="list-style-type: none"> <li>• Klein foreclosed (unknown to VW) <a href="#">SummaryJudgement 2/6/14</a> ♦ <i>KLEIN DID NOT SIGN ORDER</i></li> </ul>
<a href="#">2014</a>	<ul style="list-style-type: none"> <li>• Seiden, Duane Morris, deposed VW (10/2/14 on document, took place earlier)</li> </ul>
<a href="#">2014</a>	<ul style="list-style-type: none"> <li>• VW presented Smoking Gun to Denbeaux</li> </ul>
<a href="#">2014</a>	<ul style="list-style-type: none"> <li>• Duane Morris &amp; Denbeaux gave VW fake legal letter that Nov. 2014 hearing moved</li> </ul>
2014	<ul style="list-style-type: none"> <li>• Denbeaux withdrew: <a href="#">Deutch 10/23/14 email</a> &amp; <a href="#">Fake-Filing 10/23/14</a> &amp; <a href="#">Withdraw Filed 12-8-14</a> &amp; <b>VW Per Se</b></li> </ul>
<a href="#">10/27/2014</a>	<ul style="list-style-type: none"> <li>• Innes signed foreclosure final judgement (unknown to VW)</li> </ul>
2014	<ul style="list-style-type: none"> <li>• Defendants failed to show up at Nov. 2014 hearing</li> </ul>
<a href="#">2015</a>	<ul style="list-style-type: none"> <li>• VW barred from Mitterhoff hearing <a href="#">VW-appeal-2/17/16</a> #985 <b>YET</b> <a href="#">Mitterhoff dismisses action 5/6/2016</a></li> </ul>
<a href="#">2015</a>	<ul style="list-style-type: none"> <li>• Seiden notified VW <i>after</i> March 2016 hearing was held</li> </ul>
<a href="#">2016</a>	<ul style="list-style-type: none"> <li>• VW filed Motion with NJ Superior Court and denied due process .... <i>again</i></li> </ul>
<a href="#">2016</a>	<ul style="list-style-type: none"> <li>• VW escalated through NJ Courts – denied due process</li> </ul>
<a href="#">8/15/2016</a>	<ul style="list-style-type: none"> <li>• VW filed with USDCNJ <a href="#">Appealed Salas Decision 12/18/19</a> <a href="#">Filing CoreDoc</a></li> </ul>
3/12/19	<ul style="list-style-type: none"> <li>• Duane Morris &amp; Defendants repeatedly ignored discussion requests</li> </ul>
<a href="#">3/22/19</a>	<ul style="list-style-type: none"> <li>• VW stops trying to engage Defendants in discussion – focuses on Trial</li> </ul>
	<p><b>ORIGINAL</b> <a href="#">TRIAL PLAN WITH OPENING ARGUMENT</a> ♦ <b>COPY</b> <a href="#">THIS DOC</a> ♦ <a href="#">INTERROGATORY EVIDENCE</a></p>

**FOR JUDGES & LAWYERS WRITING OPINIONS**

**CASE IS BEST UNDERSTOOD WHEN FILES ARE READ IN THE FOLLOWING ORDER**

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<b>BEFORE TAB</b>	<b>Article Highlights Select Case Facts</b> Article – Financial Crimes <a href="#">OL</a> <a href="#">PC</a>	3
<b>A</b>	<b>Professional Profile of Appellant</b> VW profile <a href="#">OL</a> <a href="#">PC-1</a> <a href="#">PC-2*</a>	1
<b>B</b>	<b>Williams’ Rebuttal Filed with U.S. District Court of NJ</b> USDC Filing #99 <a href="#">OL</a> <a href="#">USDC</a> <a href="#">PC</a>	120
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<b>D</b>	<b>Complaint Amended (with paragraph numbers)</b> Complaint - AMENDED <a href="#">OL</a> <a href="#">PC-word</a> <a href="#">PC-pdf</a>	21
<b>E</b>	<b>Case Recap Filed with U.S. Court of Appeals</b> USCA Filing Recap <a href="#">OL</a> <a href="#">PC</a>	6
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[CLICK HERE Spreadsheet Backup](#)

**For additional information about the:**

- Appellant visit [www.VeronicaWilliams.com](http://www.VeronicaWilliams.com)
- Case visit [www.FinFix.org](http://www.FinFix.org)

**TAB A**  
**ARTICLE**



# TITLE

## How Bank and Legal Fraud Drove an Entrepreneur to Financial & Physical Devastation

HSBC, Goldman Sachs, Litton Loan, Fremont and others continue to push a fraudulent mortgage that quadrupled the principal and nearly doubled the interest rate of the mortgage that I had signed. After an investment of more than \$1.3M in my home over 36 years, these firms destroyed my credit. As a result they decimated my primary lifetime investment – my business. They are still trying to steal my home. They have drained my retirement in the process. Worse, they continue to perpetrate fraudulent and illegal acts that threatened my life.

Forty years of hard work was beginning to culminate into my life dream. My firm had amassed the intellectual property and other assets to help others. Longevity was ensured by multiple streams of recurring revenue including multi-year, multi-million dollar contracts. I owned lifetime memberships to help me remain healthy and happy. I had moved my firm's headquarters to the Nation's Capital to build upon the Federal Supply Schedules that we had been awarded, and I devoted my personal time to caring for my father. His wife was admirably devoted but they each needed help. I had engaged staff in DC and retained a slim staff in NJ. My personal and business life was running smoothly as I carried two offices and two homes. Suddenly, the most notorious mortgage processing company bought the mortgage on my home.

At the time it was well known and widely published that Litton Loan and Countywide Mortgage were the worst firms for administering mortgages. My time was quite limited. I quickly established evidence that Litton Loan received my payments but failed to record them. I was faced with a critical decision. Would I spend considerable time and money fighting Litton Loan against fraud that they defended with a well-funded vengeance, or did I just move my mortgage out of their control? The second option would cost me about 8 months of income, primarily because my payments would become mostly interest rather than mostly principal. I could pay off the mortgage completely in 2 – 3 years; the extra expense

would be fully tax deductible. The decision was a no-brainer. So I decided to move my mortgage to another company.



Then my nightmare exploded. I had narrowed my choice to two firms. One was a major bank that had demonstrated their proclivity for transactional errors in their favor. The other was a firm, the offshoot of a fellow Rotarian's business, and the mortgage branch manager was referred by a trusted friend and colleague. Little did we know that Fremont was under investigation by the Federal Deposit Insurance Corporation (FDIC) for apparently committing financial fraud. When the branch manager failed to send my copy of the fully executed agreement, I contacted Fremont's California headquarters. I also received an invoice with a payment amount that was at least twice the amount that our agreement supported. Fremont's headquarters representative faxed me a copy of the contract to which we had agreed but it did not have figures or signatures! I immediately stopped paying and reiterated that I would only accept the rate, terms and

conditions to which we agreed. My Fremont headquarters contacts excitedly promised to send me the properly executed agreement.

Shortly thereafter, to my surprise and chagrin, Fremont was out of business and the notorious Litton Loan owned my mortgage again! I explained the Fremont problem and made it clear that I had not received a fully executed mortgage agreement. Based on the payment amount, there was a major discrepancy between what Fremont and I agreed to and their calculation. Representatives at Litton Loan told me they were now owned by Goldman Sachs and all errors would be corrected. They promised, repeatedly, to fix everything with a modification. Litton Loan even sent me a written commitment. But Litton Loan lied, again. Within weeks after Litton Loan sent me their written confirmation, and they received and accepted my modification payments, Litton Loan foreclosed (2009).

I hired a lawyer to delay the foreclosure so that I could appear in court and explain what I hoped were only administrative errors by analysts and processors at Litton Loan and Fremont. I drove hours but was unable to make it to Court in time. The Judge foreclosed despite my pleas through the lawyer. After I spoke with Litton Loan employees about errors in the mortgage, I was told that Litton Loan withdrew the foreclosure. So I began to work with Litton Loan representatives to structure a modification that was fair and accurate. To no avail.



It was on. These firms had committed crimes that were punishable by Federal prison time and I was *not* going to roll over and take it. I filed suit in NJ Superior Court. I hoped that once Litton Loan and Goldman Sachs legal executives knew that I was on to them, they would resolve the problem. I still had time to reverse the damages that were beginning to pile up. Little did I know the extent and magnitude of the fraud that these firms had perpetrated. I would also learn that the stress of having to fight multiple law firms would take a toll on my health.

I tried to work with Litton Loan again and quickly learned that Litton Loan, despite now owned by Goldman Sachs, was lying again. While preparing my legal complaint, I visited New Jersey's Essex County Hall of Records. I found that a Fremont mortgage on my property had not been filed, as required, with the State of New Jersey. Despite many requests to the State of New Jersey and the Defendants' attorneys, starting in 2009, the foreclosure complaint and the fraudulent mortgage was withheld from me until 2017! That's right, it would be another seven years before I was able to get my hands on the fraudulent mortgage that someone eventually placed in the County records.

**NJ withheld the fake mortgage  
*beyond the statute of limitations.***

The NJ Superior Court scheduled a hearing shortly before I was scheduled to have major surgery. I was there and ready (Sept. 2010). Neither Litton Loan nor Goldman Sachs showed up. Since my recovery time was greater than the Court waiting period, I withdrew my complaint and decided to re-file it after I recovered. The same Judge would hear my case.

My recovery took longer than expected so I retained a law firm to represent me. They filed a new legal complaint in NJ Court. I was then attacked by the full force and vengeance of HSBC, Goldman Sachs, Litton Loan, Stern & Eisenberg and subsequently Ocwen! The Defendant tried to silence me hiring over 20 lawyers who were supported by over 15 NJ Judges and Officials. HSBC paid a top 50 U.S. law firm to defend all firms involved and tried to force me to give in. I would learn that I was facing a whirlwind of heightened financial fraud and legal fraud. Upon further investigation, I learned that the scope of the financial and legal fraud was much more far reaching and an order of magnitude greater than what these firms had done to me. Billions of dollars was at stake, and an inconceivable number of homeowners had lost their properties, and more were facing the loss of their properties. Most, if not all, of them

probably had no idea of what had been done. I knew what these banks and their allies had done. I would not back down. I stood firm. Through stress-induced, life threatening illness I pressed on.

**Litton Loan lied.**

**Fremont lied.**

**Their attorneys lied.**

**While HSBC, Goldman Sachs, the State of NJ, Ocwen and others supported them!**

More lies, legal deceit and new fraudulent acts ensued in rapid succession. The Defendants' attorney and my attorney failed to schedule my mediation (July 2014). These attorneys told me they rescheduled my Nov. 2014 Court hearing (Sept 2014). Behind my back, the Defendants were awarded a foreclosure. My attorneys resigned. The Defendants failed to show up at the Court hearing (Nov. 2014). Less than two months later, I was barred from a Court hearing on my case that I was litigating per se!

- Asking the NJ Superior Court, NJ Appellate Court and NJ Supreme Court for their support

I am still awaiting my constitutional right to seek resolution with the oversight of Federal or State Courts or, if necessary, present my case in front of a jury of my peers.

Veronica A. Williams  
[www.VeronicaWilliams.com](http://www.VeronicaWilliams.com)

### **AFTER 14 YEARS, I STILL AWAIT JUSTICE THROUGH US COURTS**

After repeatedly being denied due process by the State of New Jersey, I filed a complaint with the U.S. District Court of New Jersey. I did not clearly present the legal reasons why my case should be heard. So I have asked the U.S. District Court and the NJ Judiciary to support removing my case to Federal Court by:

- Filing an appeal with the US District Court of New Jersey

**TAB B**  
**WILLIAMS' PROFESSIONAL PROFILE**

# VERONICA A. WILLIAMS

Highlights of Financial & Advisory Expertise



Veronica A. Williams  
Kellogg MBA, [a M7 MBA Program](#)  
PgMP®, PMP®, ITIL®



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Products [www.Discover-IT.com](http://www.Discover-IT.com)

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**Sweet Spot  
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FINANCE

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Veronica's  
Sweet Spot

INFORMATION  
TECHNOLOGY

**Veronica A. Williams** is a recognized authority on business and technology. Her education and experience in finance, economics and operations spans decades:

- Elevated in 1971 – 77 as employee at U.S. Department of Agriculture's Economics Research Service
- Formalized in 1973 as Economics major at Brandeis University
- Received MBA (Finance & Econ.) Degree in 1979 from Northwestern University's Kellogg Grad. School of Mgmt.
- Achieved Expertise at enterprise corporations 1979 – 1995 by delivering financial and operational custom solutions to money center banks, accounting firms and other major firms.
- Expertise Validated:
  - 1995 Industry Analyst and Author
  - 2009 vetted and appointed as FINRA Arbitrator
  - 2014 MBA International Competition Judge
  - 2017 named Marquis Lifetime Achievement awardee elevated to a FINRA Arbitrator Chairperson

Ms. Williams is a graduate of Brandeis University with a B.A. degree in economics; she received an MBA in finance and economics from the J.L. Kellogg Graduate School of Management at Northwestern University. She has studied in the US and Europe. With global awareness, Ms. Williams has consulted, served as an Advisor, and led major initiatives.

For additional information visit [www.VeronicaWilliams.com](http://www.VeronicaWilliams.com).

**TAB C**  
**US DISTRICT COURT OF NJ FILING #99**

THIS DOCUMENT MAY BE DOWNLOADED AT

[http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Plauntiff-Response-to-Defendants-Objection-to-Count-2nd\\_4-2-18.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plauntiff-Response-to-Defendants-Objection-to-Count-2nd_4-2-18.pdf)

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

<p>VERONICA A. WILLIAMS,</p> <p style="text-align: center;">Plaintiff, Pro Se</p> <p style="text-align: center;">v.</p> <p>LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS; FREMONT HOME LOAN TRUST 2006-C MORTGAGE- BACKED CERTIFICATES, SERIES 2006-C; OCWEN; STERN &amp; EISENBERG, PC, Ocwen Financial Corporation</p> <p style="text-align: center;">Defendants</p>	<p style="text-align: center;">Civ. No. 2:16-cv-05301-ES-JAD</p> <p style="text-align: center;"><b>OPPOSITION FILED BY DUANE MORRIS AND STERN &amp; EISENBERG OUTWEIGHED BY FACTS AND COURT RULES AND LAW</b></p> <p><b>FOR PROBLEMS WITH:</b> NJ Case Docket No. F – 000839-13 NJ Case Docket No. ESSX L – 004753-13 NJ Case Docket No. ESSX L – 000081-11</p>
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**OPPOSITION FILED BY DUANE MORRIS AND STERN & EISENBERG OUTWEIGHED  
BY FACTS AND COURT RULES AND LAW**

**Each Point Is Refuted**

**Mr. Seiden, the real lead attorney for all defendants, told me he intends to win with the law. I, the Plaintiff, intend to win with the truth.**

Psalm 15: 2-5 [New King James Version \(NKJV\)](#)

<sup>2</sup>He who walks uprightly,

And works righteousness,

And speaks the truth in his heart;

<sup>3</sup>He *who* does not backbite with his tongue,

Nor does evil to his neighbor,

Nor does he take up a reproach against his friend;

<sup>4</sup>In whose eyes a vile person is despised,

But he honors those who fear the LORD;

He *who* swears to his own hurt and does not change;

<sup>5</sup>He *who* does not put out his money at usury,

Nor does he take a bribe against the innocent.

**He who does these *things* shall never be moved.**

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<b><a href="#">Table 5</a> – <i>Ashcroft v. IQBal compared to this case</i></b>	<b>37</b>
<b><a href="#">Table 6</a> – <i>Bell Atlantic Corp. v. Twombly compared to this case</i></b>	<b>38</b>
<b><a href="#">Table 7</a> – Plaintiff's Efforts to Explain Case</b>	<b>39</b>
<small>Backup Info</small>	<small>82 – 124</small>

Truly this is a complicated case that spans more than 13 years, involves many more entities than the defendants, covers complex financial and operational issues, and more. Since opposing counsel described my complaint and supporting documents as “largely incomprehensible”, I, the Plaintiff, have used well-proven communication tools in this document to help the opposing counsel and others to understand my case. Tools include hyperlinks, subheadings, bookmarks, sentences with logical flow, words that are widely used, bulleted lists, embedded charts and tables<sup>1</sup>, visually communicative pictures, and more. I also use popular concepts including citations from the Bible, upon which our legal system is based. Most importantly, this document references many documents from the 4,000 plus pages in the case filings.

This response is the most comprehensive yet abridged account of this case with links to many of the documents filed. This document can be read at [www.FinFix.org/Williams-v-BigBanks.pdf](http://www.FinFix.org/Williams-v-BigBanks.pdf).

<sup>1</sup> Charts include displays of information like timelines; tables display data in rows and columns. \_\_\_\_\_



I was in my forties when this reign of fraud began. Now I am 62 years old. The past 13 years have been quite arduous. The Defendants caused a stress induced condition that has left me medially disabled for the last 6 years. The U.S. Social Security Administration has, consequently, forced me to retire. Since the Defendants wiped out 95% of my retirement, I no longer have enough money to survive. I, nonetheless, shall persevere in seeking justice.

This response is an important step towards my pursuit of justice. The reader may request any documents they cannot access by sending an email with the reference and page number to [BankFraud@FinFix.org](mailto:BankFraud@FinFix.org). For a copy of this document with hyperlinks, send an email to [BankFraud@vawilliams.com](mailto:BankFraud@vawilliams.com) and you will receive a response with the link to download it.

***“Under the penalties of perjury, I, the Plaintiff, declare that I examined the facts stated in this response, including any attachments and hyperlinked documents, and to the best of my knowledge and belief, they are true, correct, and complete.”***

The defendants committed financial, operational, legal and administrative fraud<sup>2</sup> and related actions that violated several Federal and State laws (see Attachment III of this document). The scope presented in the first three complaints was based on advice from attorneys. The new count was added based on legal research by me, the Plaintiff. The research was conducted in response to the defendants’ actions, 8 years of court filings<sup>3</sup> and their refusal to consider a fair resolution. Documents in the case files also support possible pre-meditation.

I, the Plaintiff, was surely just one of many property owners caught in the net of fraud that was cast. Improper actions are certainly why the Federal Deposit Insurance Corporation (FDIC) issued Fremont Investment and Loan a cease and desist order<sup>4</sup>. Reportedly, Litton Loan acquired Fremont<sup>5</sup>. The public revelation of Litton Loan’s illegal actions is surely why Goldman Sachs dumped Litton Loan and why HSBC has reportedly moved a substantial amount of their U.S. operations and illegally gained assets offshore.

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<sup>2</sup> Highlights on page 3,647 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. See Attachment II – a timeline of selected instances of fraud. Fraud is 1 dimension. Case documents include timelines that list the other 5 dimensions from the Master Timeline.

<sup>3</sup> Federal filings are listed in Attachment III; many filings with the State of New Jersey are in the case file.

<sup>4</sup> Order issued March 7, 2017 may be viewed at page 138 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & <https://www.fdic.gov/bank/individual/enforcement/2007-03-00.pdf> & <https://www.fdic.gov/news/news/press/2007/pr07022.html>

<sup>5</sup> According to Bloomberg business, Litton Loan acquired Fremont as of June 2, 2008. <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=1993591>

## CLASSIC, DEPRAVED STRATEGY PROVIDES COVER FOR DEFENDANTS

The extent of what they did was not known, so public revelation could open the door to exposing more. This is also allegedly why HSBC and Goldman Sachs readily paid settlements of \$470M<sup>6</sup> and \$5.1B<sup>7</sup>, respectively, to the United States Department of Justice.<sup>8</sup> The settlements were reached in 2016. At least two firms involved in fraud in this case originated loans; Fremont Investment & Loan and Litton Loan. Fremont received the FDIC a cease and desist order on March 8, 2007<sup>9</sup>. The Federal Reserve issued an enforcement action<sup>10</sup> against Goldman Sachs Group Inc. and announced that Litton Loan had ceased conducting residential loan servicing on Sept. 1, 2011. They need at about 3 more years before the Federal statutes of limitations protect them from prosecution for acts documented in this case. The statute of limitations for fraud in New Jersey is 6 years; the statute of limitations for fraud and other offenses related to this case is up to 10 years<sup>11</sup>. Most importantly, the aforementioned Federal Reserve action ordered “Goldman Sachs to retain an independent consultant to review foreclosure proceedings initiated by Litton that were pending at any time in 2009 or 2010. The review is intended to provide remediation to borrowers who suffered financial injury as a result of wrongful foreclosures or other deficiencies identified in a review of the foreclosure process<sup>12\*</sup>”.

**This case clearly demonstrates that Goldman Sachs did not successfully comply with the order by the Board of Governors of the Federal Reserve.** The intent appears to be to hide all of the evidence in this case until the legal actions *blow over*. This is surely why HSBC is paying for all of the defendants’ legal fees<sup>13</sup>.

Avoiding prosecution and other costs associated with public revelation are just a few of the reasons that the defendants are spending so much time and money trying to protect against their bad actions and crimes. Their intent is to repress solid evidence in this case that has been shared with

<sup>6</sup> HSBC settlement with DOJ <https://www.justice.gov/opa/pr/justice-department-reaches-470-million-joint-state-federal-settlement-hsbc-address-mortgage>

<sup>7</sup> Goldman Sachs settlement with DOJ <https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed>

<sup>8</sup> Referenced on pp. 147 & 3330 & 3332 & 3343 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>9</sup> See case file pp. 179-180, 338, 360, 1747 and more <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>10</sup> Federal Reserve Board Press Release & Order 9/1/11 See case file p. 1084 <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & [http://finfix.org/proof/DD/FedReserve\\_AgainstGoldmanPR\\_9-1-11.pdf](http://finfix.org/proof/DD/FedReserve_AgainstGoldmanPR_9-1-11.pdf)

<sup>11</sup> Federal Statutes of Limitations for just a few of the illegal actions performed in this case include:

Statute of Limitations is 6 years for Securities Fraud **18 U.S. Code § 3301 - Securities fraud offenses**

CITE <http://uscode.house.gov/view.xhtml?path=/prelim@title18/part2/chapter213&edition=prelim>

Statute of Limitations is 10 years for Financial offenses **18 U.S. Code § 3293 - Financial institution offenses**

CITE <http://uscode.house.gov/view.xhtml?path=/prelim@title18/part2/chapter213&edition=prelim>

Statute of Limitations is 10 years for Fraud of bank entries **18 U.S. Code § 1005 – Fraud ... bank entries & reports**

CITE <https://www.fdic.gov/regulations/laws/rules/8000-1200.html>

CITE [US Code House of Representatives Title 18 Code 1005](http://www.fdic.gov/regulations/laws/rules/8000-1200.html)

Statute of Limitations is 10 years for Fraud dealing with FDIC **18 U.S. Code § 1007 – Fraud dealing with the FDIC**

CITE <https://www.fdic.gov/regulations/laws/rules/8000-1200.html>

CITE [US Code House of Representatives Title 18 Code 1007](http://www.fdic.gov/regulations/laws/rules/8000-1200.html)

<sup>12</sup> Federal Reserve Board Press Release & Order 9/1/2011 op. cit.

<sup>13</sup> HSBC pays legal fees for all defendants pp. 1737 & 684 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

Federal Authorities<sup>14</sup> and deflected by their agreements<sup>15</sup> with the United States Department of Justice (DOJ). For example, I, the Plaintiff, [sent a letter to the Federal Reserve](#). The [response from the Federal Reserve](#) indicated that the defendants had given incorrect information to the Federal Reserve. Additional evidence will be provided at trial. A year later, the Federal Reserve took action against Goldman Sachs “[to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP](#).”<sup>16</sup> “. Denying me my right to a jury trial also allows them to avoid yet another precedent that could stop such ill gained revenue in the future. This is why the defendants’ vast<sup>17</sup> legal and financial resources have supported their illegal actions against me, the Plaintiff, since 2005.

The content and timing of filings by Stern & Eisenberg (now represented by Mr. Barenbaum) & Duane Morris (Mr. Seiden represents other defendants), their participation in the Feb. 2018 hearing and lack thereof, and more, suggests that these firms are still working together as they did during the previous 3 years of this case This document, therefore, responds to USDNJ filings # [87](#) and # [88](#) by all defendants while highlighting a few of the key points and evidence of this case.

DEFENDANT FILINGS	DOC NO.	DOC NO.	DOC NO.	PLAINTIFF’S RESPONSE	DOC NO.	DOC NO.
<a href="#">Seiden</a> asserts Rooker-Feldman	<a href="#">#15</a>	<a href="#">#52</a>	<a href="#"># 87</a>	Plaintiff	<a href="#">#33</a> <a href="#">#34</a> <a href="#">#81</a>	THIS DOC
<a href="#">Barenbaum</a> asserts Rooker-Feldman		<a href="#">#29</a>		Plaintiff	<a href="#">#33</a> <a href="#">#34</a>	
Barenbaum agrees with Seiden			<a href="#"># 88</a>			
Seiden tries to change Goldman Sachs as defendant		SINCE 2014		Plaintiff defines Goldman Sachs since 2009, over and over	SINCE 2010	
Seiden Opposes Amended Complaint – <a href="#">Rule 15(a)(2)</a> <sup>18</sup> & Procedurally Defective	<a href="#"># 82</a>		<a href="#"># 87</a>	Plaintiff	<a href="#">#34</a> <a href="#">#85</a>	THIS DOC
Barenbaum agrees	<a href="#"># 83</a>		<a href="#"># 88</a>			
<b>TABLE 1</b>						

The delaying and redundant filings by the defendants since I filed this action are detailed in Attachment III.

<sup>14</sup> After corresponding with many Federal Agencies including Treasury, SEC, CFPB Plaintiff was told to contact DOJ & sent letters in [April 2015](#) & [May 2015](#); An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)

<sup>15</sup> See pp. 403 & 470 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>16</sup> Board of Governors of the Federal Reserve Press Release, September 1, 2011. [VIEW](#) Also see p. 119 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>17</sup> \$4 Trillion dollars in assets plus entrenched global relationships. See pp. 14, 149, 1446, 1451, 3345, 3640 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>18</sup> See Attachment I for Federal Rules of Civil Procedure, Edition 2018 that are referenced by defendants.

Motions filed by the defendants are a tactic forcing me to reveal my legal strategy. Rather than read the documents that I have filed, the defendants' motions are largely redundant and designed to reveal new viewpoints that were not included in previous responses to the defendants' motions (see Attachment II Timeline<sup>19</sup> of this document). In addition to forcing the revelation of strategy, the content and timing of the motions create more delays, excessive work, increased costs and undue stress to the Plaintiff. These unscrupulous strategies and tactics can be put to rest more effectively in the business environment. In the legal environment, however, these strategies serve to increase attorney billings, provide cover to defendants and wear down the opposing party. The defendants expose the use of classic, sadistic practices that wield extreme power. For example, the defendants' strategy has clearly been to spend as much time and money as necessary to wear me down and avoid appearing before a Judge with me. In 13 years, I have only had the opportunity to attend 2 hearings for which they showed up. Each hearing was so limited in scope that I was not able to present my case. In the United States of America no one is above the law. The Defendants' success in circumventing our law and legal systems is a travesty of justice. I pray that this matter be allowed to proceed to trial and that **the Defendants will have the courage and integrity to proceed without appeals or any further delays**. I shall continue to prepare with hope and expectation.

I recognize techniques that I learned early on and refined in the early 80's through a leading corporate training program and accompanying experience. We learned how to create actionable intelligence through questioning and other techniques to help close deals. The right questions or strategically timed statements will produce identifiable patterns in the responses. For example, the defendants have repeated Rooker-Feldman, statute of limitations and Rule 15 as reasons to stop this legal action. The timing and manner in which this was done created competitive intelligence for the defendants. Although I do not have their resources, I have done my best to protect and combat against their anticipated next steps. My experience and skills allow me to understand benefits gained by applying techniques that serve to extend this legal process.

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<sup>19</sup> Ibid. 1. This is an added dimension to the 5-dimensional timeline used by the Plaintiff to present tabular timelines throughout the case filings.

These defendants appear to have been restructuring; that is, unloading other stolen properties and related assets from their balance sheets, and more. When my case is presented in open court the revelations will help prevent this type of subversive fraud in the future. The legal cover from delaying this case has given the defendants 13 years to evade and further profit from their fraud.

ASSETS	CIK <sup>20</sup>	EIN <sup>21</sup>	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>BILLIONS OF U.S. DOLLARS</b>													
HSBC <sup>22</sup>	NA	NA	2354.3	2527.5	2364.5	2454.7	2555.6	2692.5	2671.3	2634.14	2409.66	2374.99	2521.77
Goldman Sachs <sup>23</sup>	<a href="#">0000886982</a>	<a href="#">13-4019460</a>	NA	NA	848.94	911.33	923.23	938.56	911.51	85584	861.4	860.17	916.78
<b>Table 2</b>	<b>See Attachment IV for graphical display of this data.</b>												

The cover for HSBC<sup>24</sup>, Goldman Sachs and their allies has been in place at least 13 years. That has been more than sufficient time to move assets captured to all corners of the globe. These banks avoided their financial responsibilities while others appear to have tried to do the right thing. For example, Bank of America acquired Countryside, Litton Loan's nemesis. Countrywide and Litton Loan once vied for the position of the most reviled mortgage company in the United States. Bank of America invested considerable resources to *correct* errors in mortgages serviced by Countrywide. Employees were reassigned and contract employees were hired to perform this cleanup over years. Goldman Sachs, on the other hand, emboldened Litton Loan, as its parent, and allowed them to run [roughshod](#) over homeowners. When the uproar and legal complaints reached a critical level, Goldman Sachs tried to wash their hands by selling Litton Loan to Ocwen. [Goldman Sachs bought Litton Loan in 2007](#). It was [sold to Ocwen in 2011](#). Goldman Sachs does not have clean hands in this case and probably not other improprieties by Litton Loan. While owned by Goldman Sachs, Litton Loan botched its fiduciary<sup>25</sup> responsibility to the Plaintiff. Fremont Investment and Loan also failed in its fiduciary responsibility but was put out of business by the FDIC<sup>26</sup> before the Plaintiff could resolve the problem they caused.

<sup>20</sup> Central Index Key (CIK) is a unique identifier assigned by the U.S. Securities Exchange Commission. [VIEW](#)

<sup>21</sup> Employee Identification Number (EIN) is a unique identifier assigned by the Internal Revenue Service. [VIEW](#)

<sup>22</sup> Figures from Statista <https://www.statista.com/statistics/224808/total-assets-of-the-hsbc/> for HSBC Holdings plc

<sup>23</sup> Figures from Statista <https://www.statista.com/statistics/250638/total-assets-of-goldman-sachs/>

<sup>24</sup> HSBC had reportedly dumped mortgages p. 1515 <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>, however, this not reason to believe it is accurate & complete.

<sup>25</sup> "Fiduciary Duties for Mortgage Brokers and LOs", published by [CE Forward](#), Inc., DBA National Association of Mortgage Fiduciaries <http://mortgagefiduciaries.com/fiduciary-duties-for-mortgage-brokers-and-los/> \_\_\_\_\_

<sup>26</sup> *Ibid.* footnote #9

There are Judges, Lawyers, State employees and others who appear to have been complicit or at least unwitting participants, in financial fraud in New Jersey. I have identified some of them in the case files<sup>27</sup>. Worse, fraud in my state appears to be both pervasive and systemic. I believe that fraud may be a significant contributor to New Jersey's rank as number 1 or 2 in foreclosures in our nation. Hearing my case in open court is a small yet important first step towards eradicating financial fraud in New Jersey.

The Defendants have prolonged this case in the New Jersey Courts through deceit, withholding court dates from the Plaintiff, and more. Since this case has been removed to the United States District Court of New Jersey (USDCNJ), delays have included 20 filings (see [Attachment III](#) filings chart) for a case that was originally filed in 2010. The Defendants' received the reordered attachments to the complaint in 2014. In response to the Defendants' request, the documents were reordered and given to the Defendants with the Nov. 2014 filing with the New Jersey Courts. At that time, according to Mr. Seiden, HSBC was paying Duane Morris for Mr. Seiden to represent *all* defendants including Stern & Eisenberg. Despite their change of counsel, the Defendants' were responsible for their attorneys being well versed on this case for 6 years prior to the August 2016 filing with the USDCNJ. All 20 filings with the USDCNJ listed in Attachment III provided extensions to cover the Defendants and to further exacerbate costs to the Plaintiff. Again, some of these filings are even redundant.

### **EACH DEFENDANT'S GUILT EVIDENCED IN FILINGS**

Most seasoned financial professionals need only review my amortization spreadsheet, commitment letter from Litton Loan and proof of payments to understand the fraud by the Defendants' and the financial devastation it exacted on my business (my greatest revenue-generating asset), and the annihilation of all of my assets and health. The Federal Reserve response, HSBC response, financial analyses, and checks received by Litton Loan, remove all doubt for senior accountants and financial analysts. Yet, my case filings offer so much more that ferments the Defendants' guilt. All successful attempts by the Defendants' attorneys to avoid trial in light of the evidence presented, should dramatically increase damages to the Plaintiff.

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<sup>27</sup> See letter to Judges & Attorneys p. 68 <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

## RESPONSES TO POINTS MADE IN DEFENDANTS' OPPOSITION

FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

### I. INTRODUCTION

Presently at issue is Plaintiff's second Motion, pursuant to [Fed. R. Civ. P. 15\(a\)\(2\)](#)<sup>1</sup>, for leave of court to Amend the Complaint (the "Motion"). In her original Complaint, filed on August 25, 2016, Plaintiff purports to asserts claims against Ocwen Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs Mortgage Company ([incorrectly pled as Goldman Sachs](#)); Ocwen Loan Servicing LLC (incorrectly pled as Ocwen) and Ocwen Financial Corporation (hereinafter, "Defendants"). Defendants filed a Motion to Dismiss the Complaint on December 20, 2016 on [the basis that each count is barred by the \*Rooker-Feldman\* doctrine, are barred by the applicable statute of limitations, are precluded by \*Res Judicata\*, and/or are barred by the statute of limitations.](#)

[Concerned for the survival of her Complaint,](#) Plaintiff now seeks, without a sufficient basis, leave to add an additional sounding in "False Inducement to Inaction" (Proposed Count VII). However, leave to add this count [should be denied because: 1\) the proposed Amended Complaint does not comply with Rules 8, 9\(b\) and 10\(b\); and \(2\) fails to satisfy Rule 15\(a\)\(2\) as any amendment would be futile.](#)

**PLAINTIFF'S RESPONSE** There are 2 Federal Rules of Civil Procedure that define the need for, and the acceptance of, this amendment by the U.S District Court of New Jersey – [15\(c\)\(1\)\(B\)](#) and [15\(a\)\(2\)](#). Another rule that must be resolved first, Rule 16(b) is effectively satisfied. This amendment has no effect on procedures of this case for all parties have not yet provided information to set the scheduling order. Another, Rule [16\(c\)\(2\)](#) lists 16 matters to be considered in scheduling and for pretrial conferences. Since a schedule has not been set, [Rule 16\(b\)\(3\)\(A\)](#) does not affect this amendment.

The most pertinent rule for this case is the Relation Back of Amendments, specifically Rule [15\(c\)\(1\)\(B\)](#). “The amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading”. This amendment fits the actions of HSBC, Litton Loan/Goldman Sachs, Stern & Eisenberg, and the asset of Fremont as described in the case files. In their efforts to collect on a fraudulent mortgage, Ocwen bears responsibility under the *fruit of the poisonous tree*<sup>28</sup> principle. These actions are described throughout the case files and also in this response in multiple sections including [exceeds facial plausibility](#) and the [true and accurate summary](#) of this case.

Rule [15\(a\)\(2\)](#) requires that this amendment be added for several reasons including the Plaintiff’s:

1. attorney abandoning the case,
2. medical condition –caused by Defendants– has severely limited time available to work on this case, and
3. money and other resources have been depleted by the Defendants,
4. denial of due process which prevented this amendment before now.

This **amendment should be added** because it *relates back to the defendants’ actions filed with the complaint* and it *is required to achieve justice for all*.

I, the Plaintiff, am completely confident that my complaint has more than enough veracity to survive. This [50 page complaint](#)<sup>29</sup>, filed in August 2016, included over 3,000<sup>30</sup> pages of information that supports all counts. I also prepared a few charts that highlighted actions that supported the counts<sup>31</sup>.

The original counts and supporting documents undeniably show the guilt of each defendant. But I, the Plaintiff, want to do more than receive an award for *my* damages. The defendants created the [need and opportunity](#) for this amendment. The need is to apply the laws that fit most closely to the acts by the defendants described in my complaint. The opportunity is to make every violation of law crystal clear so that the defendants, other banks and financial service firms will think many times *before doing this to others*. Restoring what the Defendants have taken from me *and* putting an end to this type of financial fraud will be real justice. This amendment is needed because justice so requires Rule [15\(a\)\(2\)](#).

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<sup>28</sup> See page 1453 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>29</sup> USDCNJ Filing #1 <http://finfix.org/proof/USDCNJ/USDC-Doc01.pdf> or <http://www.fifix.org/Federal-Complaint-by-VW.pdf>

<sup>30</sup> Supporting documents filed are included in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>31</sup> These charts and other viewable delineation of counts may be viewed in USDCN Filing #1 pp. 35-38, 112-114, 501-509, 1802, 3328-3331 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.



## **PLAINTIFF HAS ALREADY JUSTIFIED JURISDICTION & REFUTED ROOKER-FELDMAN**

The Rooker-Feldman defense was refuted in [Plaintiffs filing #33](#) and in this response. The Defendants asserted Rooker-Feldman in filings [#15](#), [#29](#), [#52](#), [#87](#) and [#88](#). The Plaintiff refuted their attempt at this defense in filings [#33](#), [#34](#), [#81](#) and this document. (See [Table 1](#) on page 5). These filings present explicit explanations including case examples to show why the Rooker-Feldman and statute of limitations defenses are not valid in this case. Filing [#33](#) is based on: Denial of Due Process and Reasonableness. Nine examples were highlighted for denial of due process. Reasonableness explanations and examples were based upon burden, interests of forum, Plaintiff's interests, efficient resolution and furthering fundamentals.

### **EXCERPT FROM USDCNJ FILING #33 BY PLAINTIFF PP. 3-6**

Jurisdiction should remain with the U.S. District Court for several reasons. This response focuses on two reasons<sup>32</sup>:

- Due Process
- Reasonableness

You may view the remaining three pages of filing [#33](#) which explains with specificity why these reasons are valid.

### **EXCERPT FROM USDCNJ FILING #81 BY PLAINTIFF p. 2 – 8**

#### **JUSTIFICATION FOR USDCNJ JURISDICTION**

The justifications for this case being heard in the U.S. District Court of New Jersey are many, but this document focuses on:

- Rooker-Feldman Doctrine and Time Barred Are Not Justified
- Plaintiff Has Been Denied Due Process
- Need Federal Dominion – Defendants Locations in CA, TX, GA, FL, NY & India
- Federal Torts Statutes Protect Against Defendants' Bad Actions
- Further Delays & Wash., DC Location Pose Undue Burden to Plaintiff

You may view the remaining 5 pages of filing [#81](#) that explain in detail why these reasons are valid.

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<sup>32</sup> Challenging Personal Jurisdiction: A Guide to the Procedure and Standards for Dismissing Lawsuits for Lack of Personal Jurisdiction, by Bryan J. Hung and Brian Myers, TTL, December 2014, Vol. 16, No. 3

**ROOKER-FELDMAN DOCTRINE & TIME BARRED ARE NOT JUSTIFIED**

The defendants contend that my case must be moved to the U.S. Supreme Court due to the Rooker-Feldman Doctrine and they believe it is time barred. Neither the Rooker-Feldman Doctrine nor the Fair Debt Collection Practices Act's (FDCPA) one-year statute of limitations applies to this case.

According to the Rooker-Feldman doctrine, "a U.S. district court has no authority to review final judgments of a state court in judicial proceedings"<sup>33</sup> The State of New Jersey never gave the Plaintiff the opportunity to present her case. The case was decided without the Plaintiff's knowledge, presence or input. The State of New Jersey did not *wrongly consider the issues before it; the State never considered the issues because it blocked hearing the issues.*

**MORE ABOUT WHY STATUTE OF LIMITATIONS DOES NOT APPLY**

Statute of Limitations defense is refuted in Plaintiff's filing [#33](#) and in this response (see [Table 1](#), p. 5) After 5 years of lies and deception by several defendants, I the Plaintiff, filed legal action in 2010. This was well within the state of limitations for fraud (6 years). It was within 3 years of the fraudulent mortgage being illegally executed, making it within the state of limitations for FDPCA and all counts.

Filing [#81](#) also explains why this case is within the statutes of limitations. Further, the original complaint was filed within the one year statute of limitations for FDCPA; additional evidence was not revealed by the State of New Jersey until after this complaint was filed. According to Judge Jorge Luis Alonso, of the United States District Court for the Northern District of Illinois Eastern Division, the clock for the statute of limitations did not begin until after the complaint was filed, nullifying this defense for FDCPA. On March 27, 2017, United States District Court Judge Jorge L. Alonso denied a request to dismiss a Fair Debt Collection Practices Act (FDCPA) case as outside the one-year statute of limitations. The judge held that the "Discovery Rule" applies and that the statute doesn't begin to run until the plaintiff "discovers" the alleged violation, rather than from the date of occurrence of the activity that gives rise to the cause of action<sup>34</sup>. By their actions, the defendants refused to acknowledge my contention. Revelation of the foreclosure files in 2017 removes all doubt for non-financial professionals. These files allow the defendants to "discover" the violation.

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<sup>33</sup> *The Rooker-Feldman Doctrine and the Automatic Stay*, Feb. 2002, American Bankruptcy Institute, <https://www.abi.org/abi-journal/the-rooker-feldman-doctrine-and-the-automatic-stay>

<sup>34</sup> "Court Rules FDCPA Statute of Limitations Begins When Violation is Discovered", by Tim Bauer, President, InsideArm, April 6, 2017, The iA Institute publication [insideARM.com](http://insideARM.com). The Order may be downloaded at [CaseInfo](#) or [InsideArm](#).

## **DEFENDANTS SPEND 5 YEARS TRYING TO *RECAST MY DEFENDANTS***

The defendants' attorneys continuing attempt to assert that Plaintiff has "incorrectly pled as Goldman Sachs" seems to be erroneous or malevolent. Is it intended to provoke? This claim is a repetitive pattern despite keen repudiations, thus suggests malevolence by provocation. Duane Morris attorneys are too competent, thorough and expert to allow such a shallow error. The Plaintiff has defined Goldman Sachs numerous times since the initial filing in 2010. Filings # [33](#), # [51](#) and # [80](#) by the Plaintiff with the U.S. District Court of New Jersey define Goldman Sachs and also refer to many of the previous documents that clearly define Goldman Sachs. The Federal Reserve acknowledged Goldman Sachs' ownership and responsibility for Litton Loan in their letter to the Plaintiff<sup>35</sup>. The Plaintiff continues to levy these charges against Goldman Sachs (i.e. CIK 0000886982 & EIN 13-4019460 and NYSE Ticker GS) and all defendants<sup>36</sup>.

## **THIS AMENDMENT AND POTENTIALLY OTHERS *BELONG TO THIS CASE***

I, the Plaintiff, direct the Defendants to Rule 15 in the Federal Rules of Civil Procedure, Edition 2018, in its entirety. In addition to [15\(1\)\(2\)](#), [15\(c\)\(1\)\(B\)](#) supports this amendment to the complaint. The Defendants' actions presented throughout the case filings, and highlighted in [Attachment II](#), clearly shows that this claim "[arose out of the conduct, transaction, or occurrence set out—or attempted to be set out – in the original pleading](#)". Additionally, information presented in the case may be allowed during trial because "[the court should freely permit an amendment when doing so will aid in presenting the merits and the objecting party fails to satisfy the court that the evidence would prejudice that party's action or defense on the merits](#)"<sup>37</sup>.

## **ASSERTION OF RULES 8, 9(b) AND 10(b) NOT VALID**

RESPONSE TO 8, 9(B) AND 10(B). After the defendants pointed out deficiencies in filings #[15](#) & #[29](#) & #[52](#), I, the Plaintiff, fixed those deficiencies in filings #[33](#) & #[81](#). The amended complaint and other supporting documents are on file with the USDCNJ as of March 1, 2018.

### **Rule 8 – supports granting leave to amend**

The following short and plain statement –based on the claim filed– meets the requirements of Rule 8:

The defendants have violated several laws in the execution, administration and collection of a fraudulent mortgage. Their actions have caused the Plaintiff loss of revenue-generating assets, savings, retirement and worse, severe unrelenting health problems.

<sup>35</sup> Federal Reserve letter in response to Plaintiff's inquiry. [http://finfix.org/proof/DD/FedReserve\\_VWvsLitton1.pdf](http://finfix.org/proof/DD/FedReserve_VWvsLitton1.pdf)

<sup>36</sup> See USDCNJ #[51](#), especially p. 5 and p. 18 [http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing\\_SHARED.pdf](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf)

<sup>37</sup> Rule 15 in the Federal Rules of Civil Procedure, Edition 2018, [15\(b\)\(1\)](#)

Losses continue to mount exponentially so demand for relief sought will be reassessed within one month of trial.

Since the State of New Jersey has denied the Plaintiff due process, legal firms have abandoned her, and fair regulation requires dominion of the Federal level, this case has been removed to the U.S. District Court of New Jersey.

This statement is an abridged version of the information presented in the complaint and case files.

"Federal Rules of Civil Procedure 8(a)(2) requires only a short and plain statement of the claim showing that the pleader is entitled to relief, in order to give the defendant fair notice of what the claim is and the grounds upon which it rests." [\*Twombly\*, 550 U.S. at 555](#) (quotations and citation omitted).

"When there are well-pleaded allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement of relief." [\*Ashcroft v. Iqbal\*, 129 S.Ct. 1937, 1950 \(2009\)](#).<sup>38</sup> Each complaint included extensive corroborating information. Subsequent filings provided additional information that further bolsters proof of the Defendants' guilt.

#### **Rule 9 (b) – supports granting leave to amend**

The filed documents comply with Rule 9(b) in several places including pp. 3351, 3653 and 3660 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>; forgery and other elements of fraud (i.e. forged and manipulated) are also explained in filings # [41](#) , [#27](#) and in this document.

#### **Rule 10 (b) – supports granting leave to amend**

Trying to structurally comply with rule 10 (b) is certainly one of the reasons that firms get away with complex, interrelated fraud. In my case this requires hundreds of pages and it prohibits explaining the complexities of the defendants' actions with clarity in fewer pages. Consequently, the complaint filed in August 2016 includes the charges and extensive information supporting the charges. I have created a new description of the fraud in the revised complaint that links to examples throughout the case filings.

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<sup>38</sup> From an article by Paul Ferrer, Senior Attorney, [National Legal Research Group](#), in The Lawletter Vol 38 No 7, [posted in The Lawletter Blog by Gale Burns](#) that references [\*Twombly\*, 550 U.S. at 555](#) and [\*Ashcroft v. Iqbal\*, 129 S.Ct. 1937, 1950 \(2009\)](#) .

## **PLAINTIFF LITIGATING UNDER DURESS**

The Court should be aware that I, the Plaintiff, prepared the complaint filed in August 2016 under duress. I was still undergoing physical therapy and in great pain. The pain escalated physically and financially and led to major surgery in July 2017. I have still not been released by my surgeon. I am proceeding despite 2 emergency hospitalizations since July. Earlier during this litigation, I worked with multiple attorneys and retained the law firm of Denbeaux and Denbeaux after multiple surgeries and an extended hospitalization a year later. These are not all of the surgeries and hospitalizations that I have endured since the Defendants began their reign of fraud. My doctors helped me realize that mine is a stress induced medical condition.

## **EXCEEDS FACIAL PLAUSIBILITY REQUIREMENT**

My claim exceeds the facial plausibility requirement. "A claim has "facial plausibility" when the plaintiff pleads "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." <sup>39</sup> Information in the case filings undeniably proves that each defendant is liable for misconduct defined in the pleadings. My complaint including its supporting documents and the amendment should not be dismissed. "Because the plaintiff is entitled to the benefit of the doubt, "it is not the province of the court to dismiss the complaint on the basis of the court's choice among plausible alternatives"; rather, "the choice between or among plausible interpretations of the evidence will be a task for the factfinder," assuming that the plaintiff "can adduce sufficient evidence to support its factual allegations."<sup>40</sup>

I, the Plaintiff, have done my job. "Under the reasoning of the Second Circuit, the plaintiff's job is to provide sufficient facts to create a plausible scenario for holding the defendant liable for the conduct alleged, not necessarily the most plausible scenario"<sup>41</sup>.

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<sup>39</sup> From an article by Paul Ferrer, Senior Attorney, [National Legal Research Group](#), in The Lawletter Vol 38 No 7, [posted in The Lawletter Blog by Gale Burns](#) that referenced [Ashcroft v. Iqbal](#), 556 U.S. 662, 678 (2009) (quoting [Bell Atl. Corp. v. Twombly](#), 550 U.S. 544, 570 (2007)) .

<sup>40</sup> From an article by Paul Ferrer, Senior Attorney, [National Legal Research Group](#), in The Lawletter Vol 38 No 7, [posted in The Lawletter Blog by Gale Burns](#)

<sup>41</sup> Ibid.

Facial plausibility has been more than met by many facts presented in documents filed with the complaint. These include but are not limited to:

1. Litton Loan illegally increased mortgage principal	<a href="#">CLICK HERE</a>
2. Amortization of Mortgages	<a href="#">CLICK HERE</a>
3. Fraudulent Mortgage ( <a href="#">Attempt to Correct Mortgage</a> )	<a href="#">CLICK HERE</a>
4. Defendant's Attempt to Correct	<a href="#">CLICK HERE</a>
5. Letter to Confirm Their Error Fix (actually to delay)	<a href="#">CLICK HERE</a>
6. Payments Delivered Before Deadline Confirmed by Litton	<a href="#">CLICK HERE</a>
7. Proof of Plaintiff's payments	<a href="#">CLICK HERE</a>
8. Litton's Promise Supported with <i>many</i> Financial Analyses	<a href="#">CLICK HERE</a>
9. Fraudulent Mortgage Signed by Sanctioned Attorney and Notary without Plaintiff's presence	<a href="#">CLICK HERE</a>
10. Federal Reserve response suggests given false information	<a href="#">CLICK HERE</a>
11. Process that Enabled the Fraud	<a href="#">CLICK HERE</a>
12. Further corroboration will be provided from financial institutions with subpoena and former employees of Fremont and Litton Loan	<a href="#">CLICK HERE</a>
<b>Table 3.</b> <a href="#">CLICK TO VIEW OR DOWNLOAD</a>	

Every single Defendant abdicated *clean hands* in their handling of the fraudulent mortgage. HSBC, Goldman Sachs, Fremont Investment & Loan ([out of business](#)) and Litton Loan each had a role in the creation of the fraudulent mortgage. HSBC, Goldman Sachs, Litton Loan, Ocwen and Stern & Eisenberg had an active role in the collection and theft of property using the fraudulent mortgage. Actions of every defendant not only constitute intertwined, pervasive and massive fraud, their actions also constitute every count in the amended complaint as well as other Federal laws cited in this document<sup>42</sup>. Evidentiary documents and other information in the case files point to additional sources of evidence<sup>43</sup>.

<sup>42</sup> See Federal laws cited in footnote ([click to go to bookmarked](#))

<sup>43</sup> See <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> and all USDCNJ filings since 2016.

FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

## II. STANDARD

Leave to amend is liberally given. Fed. R. Civ. P. 15(a)(2). This liberal standard is not, however, boundless. A district court may deny leave to amend on the grounds that amendment would cause undue delay or prejudice, or that amendment would be futile. See *Foman v. Davis*, 371 U.S. 178 (1962); *Oran v. Stafford*, 226 F.3d 275 (3d Cir. 2000). An amendment is futile when “the complaint, as amended, would fail to state a claim upon which relief could be granted.” *In re NAHC, Inc. Sec. Litig.*, 306 F.3d 1314, 1332 (3d Cir. 2002).

**PLAINTIFF'S RESPONSE** This claim provides unprecedented reasons to grant relief. Some of our strongest legal minds understand this. HSBC and Goldman Sachs paid \$470M and \$5B in settlement fees in hopes to stem paying more relief. They have surely paid off others who have backed down. But I will not cave. I intend to see this through. The evidence already filed is more than sufficient to prove my case. Witness testimony and responses to subpoenas will put the nails in the coffin.

Justification for leave to amend is provided in pages [1](#) – [12](#) of this document. I will take this opportunity to add more information to the improper representation reasons.

I, the Plaintiff, have received poor and incomplete representation in this matter over the years. My most recent attorney, Josh Denbeaux was recommended by a close and respected colleague. The reach of Denbeaux' influence is greatly extended by his father and the any Seton Hall Law School students and graduates who have worked at his firm. Josh Denbeaux' father, Mark P. Denbeaux, is a highly respected and influential professor at Seton Hall Law School. Mark P. Denbeaux is also on the [masthead of Denbeaux and Denbeaux stationery](#). Mark Denbeaux' position strongly elevated the expected quality and pervasiveness of resources that I believed were available to me.

The law firm of Denbeaux and Denbeaux withdrew as my counsel in October 2014<sup>44</sup>, just a few weeks after the foreclosure that I did not learn about until about 2 years later. This in itself is one reason to remove my case to the U.S. District Court of New Jersey as well as for this amendment.

Relief can be granted on this claim as stated on page [13](#) and in the revised complaint (enclosed).

My attempts at open and forthright communications with the defendants and their counsel have proven futile<sup>45</sup>. Some of these attempts re documents in the case files. Other examples remain in my files. I, the Plaintiff, decided not to seek “the opposing party’s written consent”<sup>46</sup> but rather to seek “the [court’s leave](#)<sup>47</sup>”.

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<sup>44</sup> Denbeaux & Denbeaux withdrew [VIEW](#)

<sup>45</sup> See Filing [#27](#) and several places in case files.

<sup>46</sup> Federal Rules of Civil Procedure 15(a)(2). See [Attachment I](#).

<sup>47</sup> Ibid.



FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

## II. STANDARD cont'd.

With the filing of this second Motion for Leave to Amend her Complaint, it appears that Plaintiff is conceding that her first Motion for Leave to Amend the Complaint [Docket Entry 78] was deficient, however it has not been withdrawn or decided to date and remains pending.

**PLAINTIFF'S RESPONSE:** Nothing could be further from the truth. My, the Plaintiff's, case was sound when I first filed it in 2010. The delays by the defendants have allowed my case to grow stronger and stronger as more evidence was collected. Most of this information has been available to the Defendants' attorneys since I became aware of their assignment to my case in 2013. When the defendants' lead attorney, Mr. Seiden, asked me to recorder my evidence chronologically, I did so and submitted it to the New Jersey Courts in Nov. 2014. In 2016, the Plaintiff began researching Federal laws that were violated. The research continued after the defendants' Dec. 2016 Motion to Dismiss. The research results were narrowed down, qualified and prioritized the Federal laws violated after the defendants' filed a Motion to Dismiss USDCN [Filing #15](#) on Dec. 20, 2016. Since then, the defendants have filed 18 more documents in an effort to further deny me (the Plaintiff), my day in court (see Attachment III of this document). I learned many years ago that the best defense is a good offense. I also learned to "threaten the threatener .... put on the dauntless spirit of resolution.....Show boldness and aspiring confidence"<sup>48</sup>. The next step had to be a strong offensive move that charged the defendants with at least one of their crimes<sup>49</sup> that all of my attorneys had overlooked. So I, the Plaintiff, decided to finish and file the amended complaint after reviewing the defendant's letter [dated Feb. 9, 2018](#).

<sup>48</sup> The Plaintiff learned this lesson from many sources over her life; this excerpt comes from King John by William Shakespeare, published 1623

<sup>49</sup> Other crimes documented in this case violate federal laws listed in *Ibid* 9 on page 4.

**DEFENDANTS CREATED NEED AND OPPORTUNITY<sup>50</sup>**

It is the actions of the defendants and their counsel that created the need and opportunity to add this count. By failing to notify me, the Plaintiff, of Court dates as required by the State of New Jersey<sup>51</sup>, causing my latest attorneys to quit<sup>52</sup>, exacerbating the fraud with further, unnecessary delays and false filings<sup>53</sup>, I, the Plaintiff, have been forced to represent myself and make up the shortcomings of my legal teams.

I, the Plaintiff, have identified several additional Federal laws that the defendants violated<sup>54</sup>. I do not have enough resources to write the counts for these violations at this time. To help discourage the defendants and others from violating these laws in the future, additional counts should be memorialized by being added to my case. I do not have time to do this alone.

Due to the health and financial toll that this 13-year legal battle has taken, I prefer to move forward to trial as soon as possible.

**FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)**

**III. ARGUMENT****A. The Proposed Amended Complaint Does Not Comply With Rule 8.**

**Rule 8(a)(2)** requires a pleader to include in his or her complaint “a short and plain statement of the claim showing that the pleader is entitled to relief[.]” **The proposed Amended Complaint lumps all Defendants together, making bare assertions that all three defendants committed actionable wrongdoing, but including no facts to substantiate such a claim.** This manner of pleading does not comply with Rule 8.

**Nowhere in the Amended Complaint does it state which defendant did what, when, where, or how to Plaintiff causing the alleged damages. Each and every Count of the Amended Complaint is a generic splattering of allegations lumping all defendants together.**

<sup>50</sup> It is the Defendants who created the situation and the justification for this amendment of the complaint. There are several examples in case filings including p. 1908 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> .

<sup>51</sup> Note this pointed out in NJ Court filing pp. 1879, 1891, 1894, 1895 NJ requires person filing motion to notify all parties <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>52</sup> Note Denbeaux withdrawal letter

<sup>53</sup> Note filings from Foreclosure File & Lambropolous insult in case filings pp. 1541 – 1544 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> Goldman Sachs -> Litton Loan -> HSBC path to fraud 1534 – 1544

<sup>54</sup> See reference about CITED op. cit.

This Court has consistently rejected similar shotgun approaches. *See Boyd v. New Jersey Dep't of Corrections*, No. 12-6612 (DRD), 2013 U.S. Dist. LEXIS 37645, \*16 (D.N.J. March 18, 2013) (complaint is deficient where plaintiffs allege “each of their claims against all eleven Defendants, but failed to set forth specific facts indicating each Defendant’s liability for each claim”); *Lugo-Vazquez v. Grondlosky*, No. 08-986 (JBS), 2010 U.S. Dist. LEXIS 54401, \*4-7 (D.N.J. June 2, 2010) (dismissing “largely incomprehensible” complaint where, “[a]mong other problems, it does not allege which defendant, if any, engaged in which complaint”); *Allen v. New Jersey*, No. 09-4502 (MLC), 2009 U.S. Dist. LEXIS 104931, \*7 (D.N.J. Nov. 10, 2009) (“while Plaintiff names five separate individual defendants, he fails to identify both the specific prohibited conduct in which each Defendant allegedly engaged as well as how Plaintiff was harmed by same”); *Francis v. Joint Force Headquarters Nat’l Guard*, No. 05-4882 (JBS), 2008 U.S. Dist. LEXIS 80469, \*14 (D.N.J. Oct. 7, 2008) (“[i]n light of the total absence of factual allegations from the Amended Complaint from which the Defendants might divine what each Defendant allegedly did to Plaintiff and how Plaintiff was harmed by such conduct . . . Defendants cannot reasonably prepare a response to the allegations in the Amended Complaint” (citation and quotations omitted)). “Without such specificity Defendants will not know the basis of Plaintiffs’ claims against them and remain unable to respond to those claims.” *Boyd*, 2013 U.S. Dist. LEXIS 37645 at \*20. Certainly such conclusory “unadorned, the-defendant-unlawfully-harmed-me accusation[s]” are inadequate under Rule 8(a)(2). *Iqbal*, 556 U.S. at 678; *Twombly*, 550 U.S. at 555 (“a plaintiff’s obligation to provide the ‘grounds’ of his ‘entitle[ment] to relief’ requires more than labels and conclusions”). Leave to amend should be denied because the proposed Amended Complaint does not comply with Rule 8.

**PLAINTIFF'S RESPONSE** The case files are packed with facts that support and were part of the claim submitted. The common grain among all defendants is the *fraudulent mortgage*<sup>55</sup>. **The mortgage should have started with a principal balance of about \$35,000 plus any advance not \$261,000, with a fixed rate of 7% not an adjustable rate of 10.5%, and would have been paid off no later than 2011**<sup>56</sup>. Litton Loan initiated the fraud. HSBC and Goldman Sachs facilitated Fremont in perpetuating Litton's fraud. Litton Loan and Fremont Investment and Loan emboldened the fraudulent administration of the fraudulent mortgage. Goldman Sachs sold the fraudulent mortgage to Ocwen when they dumped Litton Loan. Ocwen, as did Goldman Sachs, HSBC and Litton, ignored my contention and evidence that the mortgage was fraudulent<sup>57</sup>. Each defendant provided deflections and lies in their apparent false contention that they would correct each other's errors. Some evaded responsibility by moving or disappearing<sup>58</sup>. Stern & Eisenberg supported the fraud by conducting a fraudulent foreclosure. This is proven by documents submitted<sup>59</sup> in support of the complaint filed with the Court. This fraud and their supporting actions will be further corroborated by witnesses and documents to be subpoenaed. This is explained repeatedly in the case filings. [Attachment V](#) highlights some of the examples of why the mortgage is wrong.

There are several places throughout the supporting documents that accompany the complaint that "state which defendant did what, when, where, or how to Plaintiff causing the alleged damages". This is explained on [pg. 8](#) of this document in response to the Defendant's assertion of Rule 8. A narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). The "what, when, where and how" of the Defendants' illegal actions are also explained on [pg. 24](#) and in [Attachment VII](#) of this document. This information was provided to Federal Authorities a few years before HSBC and Goldman Sachs paid \$479M and \$5B, respectively, for the same charges that I levied in this case<sup>60</sup>.

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<sup>55</sup> Evidence of the fraudulent mortgage is provided in several case documents including USDCNJ Filings #38, (foreclosure files), [40](#) (foreclosure files), [41](#) (interest rates), [57](#) (LIBOR, etc), & [58](#) (foreclosure files). USDCNJ and NJ filings include amortization [Exhibit 3](#), mortgage records [Exhibit 2](#).

<sup>56</sup> This is supported by research and analysis by the Plaintiff, a recognized professional in finance and operations. Although the Plaintiff's education in finance began in the early 1960's, a profile with economic related jobs starting in 1971 was filed. . [http://www.finfix.org/proof/ADDL18/VWilliams\\_Financial-Economics-Operations-Expertise.pdf](http://www.finfix.org/proof/ADDL18/VWilliams_Financial-Economics-Operations-Expertise.pdf)

<sup>57</sup> Several places in case documents including p. 183 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>58</sup> See p. 3624 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>59</sup> In addition to the USDCNJ Filings listed in footnote #13, USDCNJ Filing #1 with Mortgage History can also be viewed in Discovery Document [Exhibit 3](#) also in pp.18, 123, 137, 176-177 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>60</sup> See pp. 40, 403, 470 and 330 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

I, the Plaintiff, have tried for many years to explain the fraud but Defendants have refused to listen. Their efforts have been focused on trying to shut down my case and wear me down. Just a few of the fraudulent and illegal actions that are documented throughout the case filings include financial inaccuracies, deflective refinance and hijacking my digital signature.

**FINANCIAL INACCURACIES.** The defendants refuse to acknowledge that it is not possible to own a property for 26 years without a foreclosure unless one pays the mortgage. Despite receiving an accurate recast amortization backup up by mortgage notes, the defendants still require proof of payment<sup>61</sup> back to 1983. Many financial professionals consider my accounting journals<sup>62</sup> sufficient because it shows a consistent pattern of long-term payments. The Defendants want more. My financial institutions cannot provide statements before 2001 without a subpoena. They are all ready to provide proof of mortgage payments back to 1983 as soon as I can provide them with subpoenas.

**DEFLECTIVE REFI.** Fremont changed the type of mortgage and interest rate from adjustable to fixed and from 10.5 to 7.24, respectively, as promised. Fremont DID NOT, however, correct the principal. It is still about \$261,000 higher than it should be. Rather than correct the principal, Fremont suddenly closed to comply with the cease and desist order issued by the FDIC<sup>63</sup>.

**HIJACKED DIGITAL SIGNATURE.** I, the Plaintiff, do not use digital signatures to sign contracts particularly, if they are multi-year, have strict terms and conditions, or have a value greater than \$5,000. My digital signature was hijacked by one or more defendants involved in the execution, filing and collection of their fraudulent mortgage and used to forge documents.

[Attachment V](#) highlights some of the examples of why the mortgage is wrong.

The Defendants describe this complaint as “[largely incomprehensible](#)”. Indeed, what the Defendants did is not understood by many. That is one of the reasons that they have gotten away with it for so long. Goldman Sachs and Litton Loan first received my complaint in 2010. All Defendants received the complaint in 2013. It is only now, 8 years later as we hopefully approach trial that they allege not to understand. The attorneys and some of the defendants may not understand but there are employees of Goldman Sachs and HSBC with financial expertise who understand quite

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<sup>61</sup> Transaction reports from Plaintiff's accounting system detail most mortgage payments since 2003; see <http://finfix.org/proof/ADDL18/Mortgage-History-Ledger-ALL.xlsx>

<sup>62</sup> Ibid.

<sup>63</sup> See footnote #9.

well<sup>64</sup>. This case is understood by those with solid finance and operations expertise. Moreover, the Plaintiff has a 35 plus year track record<sup>65</sup> of explaining financial and operational complexities to audiences of varied education and experience. The Plaintiff is prepared to deliver clear, easy to understand explanations using charts<sup>66</sup> and pictures<sup>67</sup> and audio visual presentations<sup>68</sup> to allow the jury to understand the many tactics and illegal actions that underline the defendants' fraud.

**12 YEARS OF PREPARATION POSITIONED FOR DISCOVERY & TRIAL.** I have categorized and ranked all documents and relevant exhibits, charts and tables that were filed with the Court. Filings currently include over 4,000 pages of information; over 8 indices of unique information have been created ([click to view](#) Attachment VI of this document). The categorized rank denotes the type of illegal action and its impact. Each document and piece of information is hyperlinked to the source document located on my PC and/or online. This makes it easy and efficient for me, or anyone helping me, to add or integrate the information that will be gained from witness testimony and subpoenas. This will embolden my ability to deliver a wide-ranging, poignant and easily understood presentation to the jury. I know how to, *and will*, explain the complexities of this web of illegal actions to all jury members including those who do not have financial or operational knowledge.

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<sup>64</sup> In 2014, Plaintiff suggested attorneys let their clients explain p. 684 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>65</sup> These are a few of the documents that confirm the Plaintiff's ability to explain the complexities of this case: Resume [LINK http://www.veronicawilliams.com/downloads/VWilliams\\_Financial-Economics-Operations-Expertise.pdf](http://www.veronicawilliams.com/downloads/VWilliams_Financial-Economics-Operations-Expertise.pdf)  
Books, Articles & Other Publications [LINK http://www.veronicawilliams.com/publications.html](http://www.veronicawilliams.com/publications.html)  
Keynotes & other Speeches [LINK http://www.veronicawilliams.com/lecturer.html](http://www.veronicawilliams.com/lecturer.html)

Marquis Lifetime Achievement Award [LINK http://www.veronicawilliams.com/downloads/Williams\\_Press-Release-MARQUIS\\_LAA-2017.pdf](http://www.veronicawilliams.com/downloads/Williams_Press-Release-MARQUIS_LAA-2017.pdf)

<sup>66</sup> One of the charts can be viewed at [Attachment IV](#).

<sup>67</sup> One of the pictures was produced from the fraud dimension of the master timeline. See [Attachment II](#).

<sup>68</sup> One of the explanatory presentations may be viewed at <https://www.youtube.com/watch?v=EoMSm-e3dhg&t=2s>

FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

### III. ARGUMENT

#### B. The Proposed Amended Complaint Does Not Comply with Rule 9(b).

**Rule 9(b)** requires that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.” Thus, the “plaintiff alleging fraud [must] state the circumstances of the alleged fraud with sufficient particularity to place the defendant on notice of the ‘precise misconduct with which it is charged.’” *Frederico v. Home Depot*, 507 F.3d 188, 200 (3d Cir. 2007) (quoting *Lum v. Bank of Am.*, 361 F.3d 217, 223-24 (3d Cir. 2004)). Plaintiff is seeking to add Count VII which is based on the allegations that defendants committed some sort of fraud. Therefore, Plaintiff must meet this requirement by pleading “the date, time and place of the alleged fraud or otherwise inject[ing] precision or some measure of substantiation into a fraud allegation.” *Id.* Plaintiff failed to plead the fraud claim with the necessary specificity.

In addition, fraud claims may not “rely upon blanket references to acts or omissions by all of the defendants, for each defendant named in the complaint is entitled to be apprised of the circumstances surrounding the fraudulent conduct with which he individually stands charged.”

*ABF Capital Mgmt. v. Askin Capital Mgmt., L.P.*, 957 F. Supp. 1308, 1318 (S.D.N.Y. 1997).

Plaintiffs fail to meet this standard. As stated above, Plaintiff’s Amended Complaint fails to separate out each defendants’ actions or inactions throughout the entire pleading. As such, the Motion should be denied.

**PLAINTIFF’S RESPONSE:** The claim and the supporting documents that accompanied it, provide extensive and detailed examples of each defendants’ actions and inactions. The circumstances *with specific particularity* are included with the complete claim submitted. When [Mr. Barenbaum](#) called me, the Plaintiff, in 2016 to tell me members of his staff were at the U.S. District Court of New Jersey in Newark and could not find the documents, I gave him the name and phone number of the Court employee who offered to give his staff all documents that completed the complaint *while they were there*. I, the Plaintiff, explained the fraud to [Mr. Seiden](#), Defendants’

attorney, when he deposed me face-to-face in October 2014<sup>69</sup>. I also gave him written details. This contention that I did not state with a “particularity the circumstances constituting fraud “ lets me know that Mr. Seiden may have been telling me the truth when he said he had not read the documents that I filed with the NJ Courts and again with the U.S. District Court of New Jersey. This is even after I put them in chronological order in response to his request<sup>70</sup>.

The Defendants have had my complaints with extensive supporting evidence since 2010 and *only now*, insist that the attachments be integrated into the text of the section that contains the counts. The format of the complaint that was filed conforms to the Defendants’ request and is much easier to navigate than a physical document that would be more than 3,000 pages. Allowing the Defendants’ demand that the complaint be reordered rather than review what has been filed, would pose an overwhelming and undue burden on the Plaintiff.

The actions of fraud by the defendants are explained throughout the supporting documents filed with the complaint and again in Attachment I of the revised complaint<sup>71</sup>. A pictorial timeline of selected fraudulent actions is provided in [Attachment II](#). Explanations are also provided in 4 summaries in [Attachment VII](#) that have helped others to understand the defendants’ fraud. The last three are either part of the case files or referenced in documents or pages in the case files. I prepared the [first summary](#) for this response. It is an amalgamation of the other 3 summaries, information from the case files and from my deposition.

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<sup>69</sup> The deposition that I received from my former attorney [CLICK TO DOWNLOAD](#) is quite different from the deposition that I received from the defendants’ attorney in response to direction by the Magistrate Judge [CLICK TO DOWNLOAD](#).

<sup>70</sup> See p. 3635 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>71</sup> A revised complaint is enclosed. A new summary with information from the case files has been added to the last amended complaint.



FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

**III. ARGUMENT cont'd.**

**C. The Proposed New Count of the Amended Complaint Fails to Comply with Rule 10(b).**

Plaintiff's Amended Complaint contains no numbered paragraphs in violation of Rule 10(b), which requires that a "party must state its claims or defenses in numbered paragraphs..."

On this basis alone, the Motion for Leave to Amend should be denied.

**PLAINTIFF'S RESPONSE** The Plaintiff gave the Defendants the complaint and all filings in digital format to make navigation and referencing easier. This is the first time in years that the Defendants have objected to the format of the claim. Numbers have been added to paragraphs in the [revised complaint](#). The revised complaint is enclosed with this document.

Since the defendants have forced me to continue my pursuit of justice Per Se, after exhausting my financial resources, and pushed my health to the limit, I ask the Court to accept this **sixth revision** of my complaint.

FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

### III. ARGUMENT cont'd.

**D. The Motion Should be Denied as Plaintiffs Fail to Satisfy Rule 15(a)(2) for Leave to File an Amended Complaint as Any Amendment Would be Futile.**

**Rule 15(a)(2)** governs the Motion. However, a review of the Rule does not end the inquiry. The U.S. Supreme Court has held that leave to amend should not be granted if there is “an **undue delay**<sup>72</sup>, bad faith or dilatory<sup>73</sup> motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.” *Foman v. Davis*, 371 U.S. 178, 182 (U.S. 1962). Furthermore, in *Dole v. Arco Chemical Co.*, 921 F.2d 484, 487 (3d Cir. 1990) the Third Circuit held that: “The policy favoring liberal amendment of pleadings is not, however, unbounded.”

“A proposed amendment is futile if it ‘would fail to state a claim upon which relief could be granted.’” *Garcia v. City of Paterson*, 2012 U.S. Dist. LEXIS 132515 (D.N.J. Sept. 17, 2012) (citing *Shane v. Fauver*, 213 F.3d 113, 115 (3d Cir. 2000)). In determining futility, “the Court employs the [Rule 12\(b\)\(6\)](#) motion to dismiss standard.” *Monroe v. City of Hoboken*, 2012 U.S. Dist. LEXIS 50096 (D.N.J. Apr. 10, 2012) (denying leave to amend on grounds of futility because proposed amendment did not state a claim to relief that is plausible on its face).

Any amendment to the claims asserted against Defendants would be futile. Plaintiff alleges that she is seeking to add a count based upon “wrongful or fraudulent inducement by Defendants against Plaintiff to convince Plaintiff to maintain the status quo.” As discussed in Defendants’ Motion to Dismiss, all of Plaintiff’s claims are either barred the *Rooker-Feldman* doctrine, barred by the applicable statute of limitations, are precluded by *Res Judicata*, and barred by the statute of limitations. This amendment does not change that analysis and would therefore

<sup>72</sup> It is the Defendants who have delayed and created the situation and the justification for this amendment of the complaint. There are several examples in case filings including p. 1908 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>73</sup> The defendants have [exhibited procrastination](#) throughout the past 13 years than the Plaintiff.

be futile.

Plaintiff will not belabor the points made in the pending Motion to Dismiss, [but to summarize](#): On June 12, 2013, Williams filed a complaint in the Superior Court of New Jersey against all of the same defendants in this action. After discovery, Defendants filed for summary judgment on all four claims. Ultimately, after all but one Defendant was granted Summary Judgment, [Plaintiff failed to prosecute her action and the case was dismissed](#). Plaintiff attempted an appeal with the Appellate Division and to have the matter heard by the Supreme Court of New Jersey, but both efforts failed. This case was then initiated, [but due to Plaintiff's health was administratively dismissed and subsequently re-opened at Plaintiff's request](#). Plaintiff now seeks to add a count premised upon a generalized assertion that unspecified defendants caused Plaintiff to not take action. Any claim that it has been Defendants who have somehow induced Plaintiff to any sort of inaction is grossly inconsistent with the procedural history of this litigation. As is plainly evident by the docket, Plaintiff has been very active. Therefore, in addition to the fact that the new count is precluded for all of the reasons in the pending Motion to Dismiss, [it is also inconsistent with the truth](#). As such, Plaintiff's amendment would be futile and the Motion should be denied.

## PLAINTIFF'S RESPONSE

This motion is not solely governed by Rule [15\(a\)\(2\)](#) but also by Rule [16\(c\)\(2\)](#) and Rule [15\(c\)\(1\)\(B\)](#). The explanation has been provided in my response to I. Introduction ([click to read](#)).

The full scope of Rule 15 demands that this and other amendments be allowed. This is a relation back amendment [15\(c\)\(1\)\(B\)](#) and, as such, has greater bearing on the need to freely give leave to achieve justice 15(a)(2). Remember, I, the Plaintiff, am not an attorney. I was denied due process and, had poor and inconsistent representation who failed to include the most applicable counts in both complaints that they authored. Moreover, since the Plaintiff has been prohibited from retaining counsel and slowed down due to health problems caused by the defendants, justice can only be achieved by adding this and other counts. Those who authored the Federal Rules of Civil Procedure brilliantly included these rules to help protect against abuse of power by parties in situations like this case.

The Defendants also cite [Foman v. Davis and quote delays as a motive by the movant](#). The Defendants are hardly in the position to argue delays. The defendants have violated several laws repeatedly, by their actions to delay since 2006. (some examples highlighted in Attachment II). In addition to mistruths and deflections<sup>74</sup>, other delays by the Defendants are just another example of denying due process. The State of New Jersey, possibly encouraged by the Defendants, also bears responsibility for delays and denial of due process<sup>75</sup>. These are not the only ways in which the Defendants caused delays. The health problems caused by the Defendants further intensified the Plaintiff's difficulty in achieving due process. My doctors will testify about the unimaginable number of major surgeries and hospitalizations that I have endured since the defendants' reign of fraud began. My doctors<sup>76</sup> helped me to realize that the defendants were the cause, and the exacerbation, of my illnesses. The Defendants also quote "[repeated failure to cure deficiencies](#)". I, the Plaintiff, have [responded to all notifications of deficiencies](#) and am not aware of any further deficiencies.

The claim was written by me, the Plaintiff, as directed by all of my attorneys and modified as requested by Defendants' attorney. This is the [first time](#) in 4 years that Defendants' attorney has raised the statement of claim as an issue. Could this be due to Defendants' attorney's focus on [other strategies](#)? This assertion by the Defendants is yet more reason that poor representation and denial of due process demands that this and other counts must be allowed to achieve justice. Also, the claim is a statement upon which relief could be granted. (see [short & plain statement](#), [Attachment II](#) & [Attachment VII](#)). Relief can and should be granted. I, the Plaintiff, have identified and planned relief to partially compensate for damages to me and also to help others from suffering a similar fate.

The citations and references given by the Defendants' do not support the facts in this case. For example, Table 4 shows why *Monroe v. City of Hoboken* *does not* support the denial of my amendment. The responses in this document show, in many places, that Rule [12\(b\)\(6\)](#) *does not apply* because I *have not failed* "to state a claim upon which relief can be granted<sup>77</sup>". The Defendants' actions perpetrated a perpetual fraud by forging documents, providing incorrect information, making false promises and more as evidenced and explained throughout the case file and stressed in Table 3.

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<sup>74</sup> The [first](#), [second](#) and [fourth](#) examples of deflection in this document are just a few in the case filings.

<sup>75</sup> See "NJ Continues to Deny Due Process" in pp. 3649 – 3651 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & USDCNJ Filing [#39](#), and "Reasons to Add NJ as a Defendant" USDCNJ Filing [#43](#).

<sup>76</sup> Doctor's orders/prescriptions are included in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>77</sup> Federal Rules of Civil Procedure Rule 12(b)(6);

This is a complex case with [many moving parts](#). I provided several clear and plain explanations in the supporting documents. In this document, I have also used case files to recast the [common grain among all defendants](#); give an updated [accurate and complete summary](#) and [explain why the complexities require hundreds of pages for clarity](#). (see [Attachment II for pictorial explanation](#))

The Defendants present an incomplete quote from filing #78<sup>78</sup>. The full quote is:  
This Count is brought pursuant to the widely-recognized doctrine that a right of action to recover losses can be maintained, based upon wrongful or fraudulent inducement by a defendant of a plaintiff to maintain a status quo, in reliance on the Defendant, and not to change such position, resulting ultimately in a loss.

The Defendants state that the amendment to these claims “[would be futile](#)” by again resorting to an attempt to assert the Rooker-Feldman doctrine. The Plaintiff has repeatedly [refuted this doctrine](#) with sound arguments and case examples in this document and in other case filings (see [Table 1](#), p. 5). The Defendants also resort again to trying to assert a Statute of Limitations defense. This defense has been absolutely refuted by [USDC Judge Alonso](#), [NJ & Federal statutes](#), [an explicit repudiation in this document](#) and in U.S. District Court of New Jersey filings [#33](#) and [#81](#).

Referenced documents were *not* left out of earlier documents because [I, the Plaintiff, did not want to belabor the details](#). I, the Plaintiff, do not have the time or money to pay people to copy and insert the documents that have been filed with the U.S. District Court of New Jersey. Further, adding documents that have already been filed would make this response over 3,000 pages.

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<sup>78</sup> USDCNJ Filing #78 entitled “[False Inducement to Inaction](#)” was to add a count that described the essence of how the Defendants convinced the Plaintiff to allow them to correct errors rather than take legal action.

I, the Plaintiff, present a summary that is quite a different take and more comprehensive than the [summary provided by the Defendants](#):

The defendants' reign of fraud began in 2005, 8 years before HSBC retained Duane Morris and Mr. Seiden was assigned to my case. Other law firms preceded Duane Morris. This is a true, accurate and complete summary of my case:

Litton Loan kicked off this reign of fraud (2005) when it began falsely increasing the principal balance of my mortgage by failing to record payments received. Litton Loan (2005 – 2007 & 2008 – 2011) and Fremont Investment and Loan, based on the documents submitted, appeared to have collaborated to increase my mortgage balance by over **\$261,000**; [forged](#) my signature and manipulated pages to create *and file* a fraudulent mortgage. In response to a **sanction** from the Federal Reserve, Goldman Sachs stopped Litton Loan from originating mortgages. The Federal Deposit Insurance Corporation **put Fremont out of business**. Both companies repeatedly **promised** to correct the "error" until I was fed up and **filed legal action** (2011 and again in 2013) with the NJ Courts. When the NJ Courts foreclosed at a hearing that I could not attend (I abruptly ended a trip and was driving from Florida), I took tried to encourage the defendants to admit the problem and cancel the foreclosure. This started 7 years of me being **denied due process by the NJ Courts**.

I was repeatedly denied due process by the State of New Jersey. Virtually all hearings were held without notifying me, my presence or my input. **U.S. certified mail was lost<sup>79</sup>** (filing #39) by the State of New Jersey Capital Post Office. A Judge **denied me from attending a hearing** when I was representing myself!

My legal representation was subpar. The defendants' attorneys and my attorneys *appear to have* conspired to complete the theft of my home. Their failure to schedule mediation, and presenting me with a fake legal document, are just two examples of questionable behavior. A third is that neither my attorneys nor the defendants' attorneys (when I was Per Se) notified me of hearings and court decisions. As I was denied due process by the NJ Courts, Goldman Sachs **sold the fraudulent mortgage to Ocwen** (2011 – Now). Ocwen has **continued collection efforts** despite my complaints. So I

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<sup>79</sup> See pp.72 – 89 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

**filed to remove my legal action to the U.S. District Court of New Jersey** in August 2016. Now, 13 years later, I am fighting for my day in Court heard by a jury of my peers.

This response references over 4,000 pages of evidence and legal response that have been filed with the U.S. District Court of New Jersey and others. Also referenced is a narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). I now **battle life threatening, stress induced illnesses**; have exhausted my savings and retirement; and now am struggling to survive on public assistance.

A new, expanded summary is provided in [Attachment VII](#). Older summaries, including those provided in the case filings are also in Attachment [VII](#).

The Defendants state the “Plaintiff failed to prosecute her action and the case was dismissed”. I, the Plaintiff, tried to prosecute but was heinously and aggressively denied due process<sup>80</sup>. Examples are given in this document and throughout the case files. These include several actions by the State of New Jersey<sup>81</sup>. The Defendants contributed mightily to the Plaintiff’s inability to prosecute; the **defendants should *not be rewarded for failing to show up & other bad acts***<sup>82</sup>.

The Defendants are [hardly one](#) to describe factual statements that I have put forth as “[inconsistent with the truth](#)”. Is this another desperate move to avoid disclosing actions that warrant sanction? The Plaintiff can prove more than what has been presented in the case filings. I have chosen to only present evidence necessary to tell my story. I, the Plaintiff, have not presented any lies (i.e. inconsistent with the truth). From hereon I shall no longer soft peddle with words like falsehoods, wrongdoings or inconsistent with the truth. I shall use *lies* to describe blatant lies.

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<sup>80</sup> Corroborated examples are given throughout the case files and in this document on pp. 1, 24, 26, 85 & 94.

<sup>81</sup> Unfair actions by the State of New Jersey are listed in the case files and also in USDCNJ filings [#42](#), [#43](#) & [# 45](#). Due to Federal procedures, The State of New Jersey must be dealt with separately from this case.

<sup>82</sup> For just a few of the Defendants’ bad acts see pp. 19, 39 & 149 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

In the complaint, I only named 7 of the *at least* 13 organizations and individuals involved in defrauding me. Those not named in this legal action include:

- NJ Courts<sup>83</sup>
- NJ Capital Post Office<sup>84</sup>
- Daniel Roy, NJ attorney<sup>85</sup>
- Mortgage Investigator<sup>86</sup>
- NJ Notary<sup>87</sup>
- Monica Hardaway, TX Notary<sup>88</sup>

A formal investigation will surely reveal more people who were involved. More information is included in the case filings. These entities, individuals and others may be added to the Witness and Subpoena list. Additional witnesses may be provided later. :

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<sup>83</sup> NJ Courts includes current and former employees involved with any of my cases. Problems identified in each of the case filings associated with this action. Case filings may be viewed at [Case L-000081-11](#), [Case F-000839-13](#) and at <http://finfix.org/proof/FCLOSE/> and [Case L-004753-13](#). Plaintiff was not notified of most hearings as required by NJ Courts see p. 97 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. Judges and attorneys involved were given notice see p. 68 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

<sup>84</sup> Certified mail lost by State of NJ Capital Post Office and never found. See pp. 72 – 89 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>, and USDCNJ filing #39

<sup>85</sup> Attorney [signed fraudulent agreement](#). See pp. 6 & 22 [http://finfix.org/proof/FCLOSE/Motion-Mortgage-ExB\\_12-11-13.pdf](http://finfix.org/proof/FCLOSE/Motion-Mortgage-ExB_12-11-13.pdf). Roy reprimanded by NJ Supreme Court. [http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document\\_id=1059667](http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667)

<sup>86</sup> Listed in [Witness List](#). [http://www.finfix.org/proof/ADDL/Witnesses\\_Nov-2016.pdf](http://www.finfix.org/proof/ADDL/Witnesses_Nov-2016.pdf). An updated, categorized list of witnesses to be subpoenaed was given to defendants in February 2018; other witnesses are not on this list.

<sup>87</sup> Ibid. Witness List.

<sup>88</sup> Monica Hardaway, [Texas notary signed](#) and Plaintiff was not present; **CONTENDS PLAINTIFF WAS AVOIDING SERVICE – NOT TRUE!!** p. 69 [http://finfix.org/proof/FCLOSE/Obj-Motion\\_7-9-13.pdf](http://finfix.org/proof/FCLOSE/Obj-Motion_7-9-13.pdf)



FROM DEFENDANTS' USDCNJ FILING # [87](#) JOINED BY DEFENDANT IN FILING # [88](#)

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**PLAINTIFF’S RESPONSE**

**Without having the time, mobility and access to all cases in the Defendants [Table of Authorities \(click to view\)](#); I have read most and am unable to determine if the cases are fully and accurately relevant to this case. I cannot determine their veracity. I have found that cases for which I was able to get a copy and read:**

- **Make a point that is not pertinent to this case, or**
- **Are not analogous to the facts & occurrences in this case.**

<b>RELEVANT DIFFERENCES BETWEEN:</b>	
<b>Monroe v. City of Hoboken</b>	<b>Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.</b>
Monroe has an attorney	<ul style="list-style-type: none"> <li>◆ Williams’ attorneys abandoned the Plaintiff</li> <li>◆ Limited by lack of legal expertise</li> </ul>
Information was available	<ul style="list-style-type: none"> <li>◆ Williams’ case is much more complex;</li> <li>◆ Illness prevented her from doing all of the work in a timely manner;</li> <li>◆ State of New Jersey made critical information unavailable</li> </ul>
Defendants played different roles	<ul style="list-style-type: none"> <li>◆ All defendants operated on the same fraudulent mortgage</li> <li>◆ Each defendant failed to correct errors in the mortgage</li> </ul>
Attorney had the summonses with Officer Lepre’s name and badge number	<ul style="list-style-type: none"> <li>◆ Williams did not have applicable torts laws readily available – needed much research</li> </ul>
SOURCES: <a href="https://scholar.google.com/scholar_case?case=9005818982870940012&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar">https://scholar.google.com/scholar_case?case=9005818982870940012&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar</a> <a href="http://www.state.nj.us/grc/decisions/pdf/2010-284.pdf">http://www.state.nj.us/grc/decisions/pdf/2010-284.pdf</a>	
<b>Table 4.</b>	

<b>RELEVANT DIFFERENCES BETWEEN:</b>	
<b>Ashcroft v. IQBal</b>	<b>Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.</b>
<ul style="list-style-type: none"> <li>◆ Did not have factual content<sup>89</sup></li> <li>◆ Fails to plead sufficient facts to state a claim for purposeful and unlawful discrimination<sup>90</sup></li> </ul>	<ul style="list-style-type: none"> <li>◆ Plaintiff's 3,000+ page complaint has extensive factual content throughout. Specific actions of Defendants are detailed with dates, dollar amounts and quantifiable information that are available or have been found. Just a few are provided in <a href="#">Table 3</a>.</li> </ul>
<ul style="list-style-type: none"> <li>◆ Did not have factual content that would <i>enable the court to come to the reasonable conclusion that the defendant actually is liable</i> for the alleged misconduct<sup>91</sup></li> </ul>	<ul style="list-style-type: none"> <li>◆ Plaintiff's 3,000+ page complaint and subsequent filings includes facts that support the <i>indisputable conclusion</i> that each Defendant is liable. These <i>hard facts</i><sup>92</sup> include but are not limited to: Amortizations with mortgage agreements; DOJ settlements; letters to and from Defendants; incorrectly amended mortgage by Fremont; Litton Loan reneged on commitment, and more.</li> </ul>
<ul style="list-style-type: none"> <li>◆ Justices Souter &amp; Breyer dissented<sup>93</sup></li> <li style="padding-left: 20px;">Souter: non-conclusory allegations should be accepted as true</li> <li style="padding-left: 20px;">Breyer: minimally intrusive discovery would have been more fitting</li> </ul>	<ul style="list-style-type: none"> <li>◆ Expertise<sup>94</sup> underlying documents and recordings submitted by the Plaintiff should be accepted as true</li> <li>◆ Plaintiff's amortizations include mortgage documents that together confirm that fraudulent mortgage being ~ \$261,000 higher than it should be. If the Defendants do not accept this, Discovery will provide additional proof.</li> </ul>
<ul style="list-style-type: none"> <li>◆ Accepting allegations as true is "inapplicable to threadbare recitals" of a cause of actions supported by "mere conclusory statements"</li> </ul>	<ul style="list-style-type: none"> <li>◆ Plaintiff's recitals are hardly threadbare as defined above, throughout this document and case filings</li> <li>◆ Statements are based on facts presented or from conclusions from highly expert and respected professionals</li> <li>◆ Sources of facts and conclusions are indeed "entitled to the assumption of truth"<sup>95</sup></li> </ul>
<p>SOURCES: <a href="https://www.supremecourt.gov/opinions/08pdf/07-1015.pdf">https://www.supremecourt.gov/opinions/08pdf/07-1015.pdf</a>  <a href="https://www.casebriefs.com/blog/law/civil-procedure/civil-procedure-keyed-to-yeazell/discovery/ashcroft-v-iqbal-2/">https://www.casebriefs.com/blog/law/civil-procedure/civil-procedure-keyed-to-yeazell/discovery/ashcroft-v-iqbal-2/</a></p>	
<b>Table 5.</b>	

p. 39 of Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 Souter Dissenting in Ashcroft v. IQBal while citing Bell Atlantic Corp. v. Twombly, 550 U.S. 544 [click to view](#)

<sup>89</sup> Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>90</sup> Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 [click to view](#)

<sup>91</sup> Ibid footnote #89. Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>92</sup> Each of these facts has been documented in this document and in the case filings.

<sup>93</sup> Ibid footnote #89. Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>94</sup> Financial and operations expertise [click to view](#); expertise from additional sources available upon request.

<sup>95</sup> Ibid footnote #90. Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 [click to view](#)

<b>RELEVANT DIFFERENCES BETWEEN:</b>	
<b>Bell Atlantic Corp. v. Twombly</b>	<b>Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.</b>
This is an anti-trust case alleging violation of section 1 of the Sherman Act	◆ This is not an antitrust case. Plaintiff's case is about <i>money – financial fraud and other financial-related violations</i> . Antitrust action revealed must be litigated by the Federal government, not the Plaintiff.
“Parallel business conduct allegations, taken alone, do not state a claim...; plaintiffs must allege additional facts” <sup>96</sup> ”	◆ Plaintiff does not argue parallel conduct rather defines <i>subsequent</i> business conduct. ◆ This case does not rise to the level of an antitrust claim against one of the Fortune 100. Nonetheless, some of Plaintiff's <i>hard facts</i> are listed in the previous table for Ashcroft v. IQBal.
“Factual allegations must be enough to raise a right to relief above the speculative level on the assumption that all of the complaint's allegations are true” <sup>97</sup> ”	◆ Plaintiff's 3,000+ page complaint and subsequent filings prove a right to relief that is far beyond speculation. ◆ Plaintiff's 40+ year track record of service should earn her belief that her allegations are true.
“Here, the Court is not requiring heightened fact pleading of specifics, but only enough facts to state a claim to relief that is plausible on its face.” <sup>98</sup>	◆ The Plaintiff has absolutely moved her claim “across the line from conceivable to plausible” <sup>99</sup> ; <i>the Plaintiff's complaint must not be dismissed</i>
SOURCES: <a href="https://scholar.google.com/scholar_case?case=913703117340005992&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar">https://scholar.google.com/scholar_case?case=913703117340005992&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar</a> <a href="https://supreme.justia.com/cases/federal/us/550/05-1126/index.pdf">https://supreme.justia.com/cases/federal/us/550/05-1126/index.pdf</a> <a href="https://supreme.justia.com/cases/federal/us/550/544/">https://supreme.justia.com/cases/federal/us/550/544/</a> ◆ <a href="http://www.uscourts.gov/sites/default/files/motioniqbal_1.pdf">http://www.uscourts.gov/sites/default/files/motioniqbal_1.pdf</a>	
<b>Table 6.</b>	

I, the Plaintiff, know the industry and issues that surround this case well. I was recruited by AT&T in 1981 to join the Corporate planning team that developed the plan for, and executed, the breakup of AT&T. We orchestrated the business case and created the financials that constituted the Capitalization Plan submitted to the Federal Communications Commission (FCC). Our focus was executing the order of [Judge Harold Greene](#) while understanding that cases like Twombly might emerge. I worked for AT&T in Corporate Business Operations, Corporate Finance and in line positions overseeing success of the new AT&T with major financial institutions in New York City. I left AT&T to become a recognized analyst in the telecommunications-computing industry. Twombly was litigated and heard during the height of this phase of my career. Given the scope and antitrust focus of this case, it is not an appropriate reference for my case against the Defendants.

<sup>96</sup> Bell Atlantic Corp. v. Twombly, CERTIORARI TO THE U.S. COURT OF APPEALS FOR THE 2<sup>nd</sup> CIRCUIT No. 05-1126 (2007) [click to view](#)

<sup>97</sup> Ibid.

<sup>98</sup> Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007) [click to view](#) [click-for-PC](#)

<sup>99</sup> Ibid.

## DEFENDANTS ARE GUILTY & DEPRAVED ♦ PLAINTIFF ENTITLED TO JURY TRIAL

My case presented at trial will show:

- Financial & Operations Fraud
- Legal & Administrative Fraud
- [Premeditation](#)
- and more

All of the statements in this document are corroborated in the 4,000+ pages filed with the U.S. District Court of New Jersey. Facts presented herein will be further corroborated by witness testimony and subpoenaed information. The documents that I have filed prove financial, operational, legal and administrative fraud by the defendants, by some of the attorneys working on their behalf, and others that have not been named in this action. Their guilt will be further validated by information from subpoenas and witness testimony.

Since 2005, 5 years before filing legal action, I, the Plaintiff, had incalculable conversations with many Fremont and Litton Loan employees; prepared countless detailed financial statements and explanations and analyses for Litton Loan; executed external financial transactions. I even refinanced to avoid Litton Loan's fraud. I did everything that I could think of to avoid having to take this action. Since I filed the first complaint in 2010, I have:

	<b>Plaintiff tried to explain:</b>
<b>2009 – 2010</b>	<b>To her first groups of attorneys</b>
<b>2010</b>	<b>In claim filed in 2010</b>
<b>2011</b>	<b>At Court hearing in Sept. 2011</b>
<b>2013</b>	<b>In documents given to next group of attorneys</b>
<b>Oct. 2014</b>	<b>In reordered documents re-ordered for Seiden and filed in court</b>
<b>April 2014</b>	<b>To Federal Agencies</b>
<b>July 2014</b>	<b>In mediation <i>that was never scheduled</i></b>
<b>March &amp; April 2015</b>	<b><a href="#">To Each Member of HSBC, GS &amp; Ocwen Board of Directors</a> &amp; To Senior Partners at Stern &amp; Eisenberg</b>
<b>Many Times</b>	<b>Notified John Soroko, Duane Morris CEO</b>
<b>Jan. 2015</b>	<b>At hearing barred from by Judge Mitterhoff</b>
<b>Feb. 2016</b>	<b>At a later hearing, but Mitterhoff restricted counts &amp; defendants</b>
<b>Aug. 2016</b>	<b>In claim filed August 2016</b>
<b>Oct. 2016</b>	<b>By sending copies of 3,000 page filing to each Defendant when Seiden disappeared</b>
<b>2016 – 2018</b>	<b>In filings with the U.S. District Court of NJ</b>
<b>Table 7.</b>	<b>A 6 Dimension, 13 Year Timeline Will Be Presented at Trial</b>

In short, I, the Plaintiff, have been extremely diligent in trying to make this case understood and trying to respond to Defendants.

Mr. Seiden who had requested that I re-order over 3,000 pages, now I believe did so, to deflect against my learning about the foreclosure; sent a forged legal document to shut down this case; likely scheduled and attended hearings without notifying me as required by NJ Court rules; and more. The case files substantiate what I have presented. The Defendants have thus far, failed to meet with me and the NJ Court appointed mediator; or, with me and the Federal Magistrate Judge. The Defendants did not ask for a rewrite of the claim until now, 8 years after they received the first copy of my complaint.

The [document received from defendant's attorney](#), states "Defendants are not seeking damages from any party at this time". This snide threat has encouraged me to push forward even more. After all, the defendants have wiped out my revenue-generating assets, savings and my retirement. There is nothing more to take. Since the defendants' actions are so heinous and depraved, I shall fight on until my story is told and help others to avoid what happened to this Plaintiff.

It has taken every ounce of energy and determination that I could draw upon to fight the financial, legal and personal attacks by these defendants. It is only thanks to the grace of God that I have been able to run this race. Thirteen years of this battle is beyond depraved indifference. It is one of the worst inflictions of ongoing pain that anyone can wreak.

As was stated in USDCN filing No. [86](#), I, the Plaintiff, am prepared to connect all information in this case to fraud by the defendants. All counts will be substantiated. My presentation has been structured and simplified so that the financial and operational complexities can be understood by a jury. I look forward to my day in court.

The defendants' defiance of our legal system is a display of venal arrogance. Goldman Sachs and Litton Loan did not show up at the September 2011 hearing at the NJ Superior Court. More examples are presented in this document and in the case files. They continue to defy the Court. On February 9, 2018 Judge Dickson directed the defendants to give me two depositions. After prodding and notifying the Court (USDCNJ filing [#87](#)), I received the final deposition March 26, 2018. **At least one was not accurate or complete.** The defendants refused to give me some information because they contend "the discovery sought is not relevant to any party's claim or defense"<sup>100</sup>. At

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<sup>100</sup> Responses to Plaintiff's interrogatories from Stern & Eisenberg. [VIEW FROM PC](#)

trial I will show how wrong they are. Their defiance will prove to be another effort to hide the extent of the defendants' guilt.

The defendants have hired multiple law firms to deny this Plaintiff her constitutional right to a jury trial. It is time to schedule our trial and begin discovery.

When the defendants began their 13-year reign of fraud, I, the Plaintiff, was healthy and my company was a vibrant, revenue generating machine. Now, I am fighting through surgeries and hospitalizations caused by the stress of this legal battle; have had to lay off all staff and contractors; lost major multi-year contracts; and now the U.S. Social Security Administration has forced me to retire without sufficient money to live. The defendants wiped out decades of retirement that I built.

Defendants' Actions Deplete Plaintiff's Assets and Exhaust Statutes. My assets have been depleted so I am no longer able to pay for legal representation. There are many people who were involved in these illegal acts. Many have moved or changed jobs, others have retired, and some have passed away. The statute of limitations have expired for some people or entities who were not named as defendants.

Actions of more than one of the attorneys who have worked on behalf of the defendants appear to warrant sanction, possibly disbarment. Some of these actions are evidenced in case documents; others should be revealed through honest and forthright witness testimony. Further corroboration should be provided by accurate responses to depositions. These actions could be one of the reasons for the continuing delays. This case needs to be heard in open court so that the defendants' atrocities can come to light in a legal setting.

We need to proceed to discovery to avoid further threats or cover-up. Full discovery, and likely an open trial are needed to bring the full extent of financial and legal fraud beyond my case to light. Accepting my case is considered a career ending and bankrupting case by NJ lawyers. The cost of litigation is greater than the value of the property or other asset that was stolen. This is why after a 9-year extensive effort tapping extensive networks and every NJ bar association to find an attorney to represent me, I have found no one who would take this case for less than the value of my property.

**The Defendants continue their effort to reshape Plaintiff's words. Conspiracy<sup>101</sup> of the mortgage process *is not argued by the Plaintiff*. Conspiracy requires parallel streams of actions; Plaintiff presents subsequent streams of actions in the mortgage process. There are actions by Defendants that facilitated every Defendant's bad actions by deflecting attention from prior bad behavior to establish position to fraudulently conduct the mortgage process but Plaintiff leaves that litigation up to the Federal government.**

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<sup>101</sup> Cases cited by Defendants: p. 39 of Ashcroft v. Iqbal, Supreme Court of the United States, No. 07-1015, October Term, 2008 Souter Dissenting in Ashcroft v. Iqbal while citing Bell Atlantic Corp. v. Twombly, 550 U.S. 544 [click to view](#)

I, the Plaintiff, am kind by nature and was taught to embellish that trait by my parents. My parents also developed in me the faith, wisdom and courage to go toe-to-toe with *anyone*. I learned to only fear God. I have worked unbelievably hard to show courtesy and civility to the defendants. Yet, they continue to fight as if they are innocent and honest in this matter. My story will be told and will reveal the real truth.

**“Don’t mistake politeness for lack of strength.”**

**Sonia Sotomayor, Associate Justice of the Supreme Court of the United States**

I, the Plaintiff, complied with the Defendants’ request to resume without objection and *at my peril*. In USDCNJ Filing # [65](#) the court’s order acknowledged that I gave notice that my doctors’ specified up to a 1 year recovery period and I would notify the Court when I was physically safe to return. My pre-prepared filings allowed me to send updates during my recovery. Despite this, the Defendants complained in USDCNJ Filing #[70](#) that I should return. They erroneously assumed, without consulting my doctors or I, that it was safe for me to resume working on this case. With a tremendous desire to have my case heard, I acquiesced. I told one of my doctors I wanted to proceed and he who gave me strict instructions if I decided to do so. *I did so at my own peril. I was hospitalized 7 days after the hearing.* Now I find myself preparing yet another response without my surgeon’s approval. I am not scheduled to see my surgeon again until late May. Another doctor has intensified my treatment to help me make it through litigation. Since the Defendants’ caused my condition, I request that the Court consider my intense attempt to balance health versus the time and stress to prepare this response. I was unable to read most of the cases cited by the Defendants.

This case is long overdue to be tried in front of a jury. The hearing in New Jersey Superior Court held in September 2011 may have been the final step before trial *IF THE DEFENDANTS HAD SHOWN UP!* I pray that the Court allows this case to proceed to a jury trial with Godspeed.

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams

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May 3, 2018



**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 8. General Rules of Pleading**

(a) **Claim for Relief.** A pleading that states a claim for relief must contain:

- (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;
- (2) a short and plain statement of the claim showing that the pleader is entitled to relief; and
- (3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

See the Federal Rules of Civil Procedure, 2018 Edition for Rule 8 items (b), (c), (d) and (e)

**Rule 9. Pleading Special Matters**

(a) **Capacity or Authority to Sue; Legal Existence.**

- (1) *In General.* Except when required to show that the court has jurisdiction, a pleading need not allege:
  - (A) a party's capacity to sue or be sued;
  - (B) a party's authority to sue or be sued in a representative capacity; or
  - (C) the legal existence of an organized association of persons that is made a party.
- (2) *Raising Those Issues.* To raise any of those issues, a party must do so by a specific denial, which must state any supporting facts that are peculiarly within the party's knowledge.

(b) **Fraud or Mistake; Conditions of Mind.** In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally.

(c) **Conditions Precedent.** In pleading conditions precedent, it suffices to allege generally that all conditions precedent have occurred or been performed. But when denying that a condition precedent has occurred or been performed, a party must do so with particularity.

See the Federal Rules of Civil Procedure, 2018 Edition for Rule 9 items (d), (e), (f), (g) and (h)

**Rule 10. Form of Pleadings**

(a) **Caption; Names of Parties.** Every pleading must have a caption with the court's name, a title, a file number, and a Rule 7(a) designation. The title of the complaint must name all the parties; the title of other pleadings, after naming the first party on each side, may refer generally to other parties.

(b) **Paragraphs; Separate Statements.** A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence –and each defense other than a denial–must be stated in a separate count or defense.

(c) **Adoption by Reference; Exhibits.** A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is part of the pleading for all purposes.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 12. Defense and Objections: When and How Presented; Motion for Judgment on the Pleadings; Consolidating Motions; Waiving Defenses; Pretrial Hearing**

**(a) Time to Serve a Responsive Pleading.**

(1) *In General.* Unless another time is specified by this rule or a federal Statute, the time for serving a responsive pleading is as follows:

(A) A defendant must serve an answer:

- (i) within 21 days after being served with the summons and complaint; or
- (ii) if it has timely waived service under Rule 4(d), within 60 days after the request or a waiver was sent, or within 90 days after it was sent to the defendant outside any judicial district of the United States.

(B) A party must serve an answer to a counterclaim or crossclaim Within 21 days after being served with the pleading that states the counterclaim or crossclaim.

(C) A party must serve a reply to an answer within 21 days after being served with an order to reply, unless the order specifies a different time.

(2) *United States and Its Agencies, Officers, or Employees Sued in an Official Capacity.* The United States, a United States agency, or a United States officer or employee sued only in an official capacity must serve an answer to a complaint, counterclaim, or crossclaim within 60 days after service on the United States attorney.

(3) *United States Officers or Employees Sued in an Individual Capacity.* A United States officer or employee sued in an individual capacity for an act or omission occurring in connection with duties performed on the United States' behalf must serve an answer to a complaint, counterclaim, or crossclaim within 60 days after service on the officer or employee or service on the United States attorney, whichever is later.

(4) *Effect of a Motion.* Unless the court sets a different time, serving a motion under this rule alters these periods as follows:

- (A) if the court denies the motion or postpones its disposition until trial, the responsive pleading must be served within 14 days after notice of the court's action; or
- (B) if the court grants a motion for a more definite statement, the responsive pleading must be served within 14 days after the more definite statement is served.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 12. Defense and Objections: cont'd.**

- (b) **How to Present Defense.** Every defense to a claim for relief in any pleading must be asserted in the responsive pleading if one is required. But a party may assert the following defenses by motion:
- (1) lack of subject-matter jurisdiction;
  - (2) lack of personal jurisdiction;
  - (3) improper venue;
  - (4) insufficient process;
  - (5) insufficient service of process;
  - (6) **failure to state a claim upon which relief can be granted**; and
  - (7) failure to join a party under Rule 19.
- A motion asserting any of these defenses must be made before pleading if a responsive pleading is allowed. If a pleading sets out a claim for relief that does not require a responsive pleading, an opposing party may assert at trial any defense to that claim. No defense or objection is waived by joining it with one or more other defenses or objections in a responsive pleading or in motion.
- (c) **Motion for Judgment on the Pleadings.** After the pleadings are closed—but early enough not to delay trial—a party may move for judgment on the pleadings.
- (d) **Result of Presenting Matters Outside the Pleadings.** If, on a motion Under Rule 12(b)(6) or 12(c), matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that is pertinent to the motion.
- (e) **Motion for a More Definite Statement.** A party may move for a more Definite statement of a pleading to which a responsive pleading is allowed but which is so vague or ambiguous that the party cannot reasonably prepare a response. The motion must be made before filing a responsive pleading and must point out the defects complained of and the details desired. If the court orders a more definite statement and the order is not obeyed within 14 days after notice of the order or within the time the court sets, the court may trike the pleading or issue any other appropriate order.
- (f) **Motion to Strike.** The court may strike from a pleading an insufficient Defense or any redundant, immaterial, impertinent, or scandalous matter. The court may act:
- (1) on its own; or
  - (2) on motion made by a party either before responding to the pleading or, if a response is not allowed, within 21 days after being served
- (g) **Joining Motions.**
- (1) *Right to Join.* A motion under this rule may be joined with any other motion allowed by this rule.
  - (2) *Limitation on Further Motions.* Except a provide in Rule 12(h)(2) or (3), a party that makes a motion under this rule must not make another motion under this rule raising a defense or objection that was available to the party but omitted from its earlier motion.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 12. Defense and Objections: cont'd.**

**(h) Waiving and Preserving Certain Defenses.**

- (1) *When Some Are Waived.* A party waives any defense listed in Rule 12(b)(2)—(5) by:
    - (A) omitting it from a motion in the circumstances described in Rule 12(h)(2); or;
    - (B) failing for either:
      - (i) make it by motion under this rule;
      - (ii) include it in a responsive pleading or in an amendment allowed by rule 15(a)(1) as a matter of course.
  - (2) *When to Raise Others.* Failure to state a claim upon which relief can be granted, to join a person require by Rule 19(b), or to state a legal defense to a claim may be raised:
    - (A) in any pleading allowed or ordered under Rule 7(a);
    - (B) by a motion under Rule 12(c); or
    - (C) at trial.
  - (3) *Lack of Subject Matter Jurisdiction.* If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.
- (i) **Hearing Before Trial.** If a party so moves, any defense listed in Rule 12(b)(1)—(7)—whether made in a pleading or by motion—and a motion under Rule 12(c) must be heard and decided before trial unless the court orders a deferral until trial

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 15. Amended and Supplemental Pleadings**

**(a) Amendments Before Trial.**

- (1) *Amending as a Matter of Course.* A party may amend its pleading once a matter of course within:
  - (A) 21 days after serving it, or
  - (B) if the pleading is one to which a responsive pleading is required, 21 days after service of a responsive pleading or 21 days after service of a motion under Rule 12(b), (e), or (f), whichever is earlier.
- (2) *Other Amendments.* In all other cases, a party may amend its pleading only with the opposing party’s written consent or the court’s leave. **The court should freely give leave when justice so requires.**
- (3) *Time to Respond.* Unless the court orders otherwise, any required response to an amended pleading must be made within the time remaining to respond to the original pleading or within 14 days after service of the amended pleading, whichever is later.

**(b) Amendments During and After Trial.**

- (1) *Based on an Objection at Trial.* If, at trial, a party objects that evidence is not within the issues raised in the pleadings, the court may permit the pleadings to be amended. **The court should freely permit an amendment when doing so will aid in presenting the merits and the objecting party fails to satisfy the court that the evidence would prejudice that party’s action or defense on the merits.** The court may grant a continuance to enable the objecting party to meet the evidence.
- (2) *For Issues Tried by Consent.* When an issue not raised by the pleadings is tried by the parties’ express or implied consent, it must be treated in all respects as if raised in the pleadings. A party may move—at any time, even after judgment—to amend the pleadings to conform them to the evidence and to raise an unpleaded issue. But failure to amend does not affect the result of the trial of that issue.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 15. Amended and Supplemental Pleadings cont’d.**

**(c) Relation Back of Amendments.**

(1) *When an Amendment Relates Back.* An amendment to a pleading relates back to the date of the original pleading when:

(A) the law that provides the applicable statute of limitations allows relation back;

(B) the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading; or

(C) the amendment changes the part or the naming of the party Against whom a claim is asserted, if Rule 15(c)(1)(B) is satisfied and if, within the period provided by Rule 4(m) for serving the summons and complaint, the part to be brought in by amendment:

(i) received such notice of the action that it will not be Prejudiced in defending on the merits; and

(ii) knew or should have known that the action would have been brought against it, but for a mistake concerning the proper party’s identity.

(2) *Notice to the United States.* When the United States or a United States officer or agency is added as a defendant by amendment, the, notice requirements of Rule 15(c)(1)(C )(i) and (ii) are satisfied if, during the stated period, process as delivered or mailed to the United States attorney or the United States attorney’s designee, to The Attorney General of the United States, or to the officer or agency.

**(d) Supplemental Pleadings.** On motion and reasonable notice, the court May, on just terms, permit a party to serve a supplemental pleading Setting out any transaction, occurrence, or event that happened after the Date of the pleading to be supplemented. The court may permit Supplementation even though the original pleading is defective in stating a claim or defense. The court may order that the opposing party plead to the supplemental pleading within a specified time.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 16. Pretrial Conferences; Scheduling; Management**

- (a) **Purposes of a Pretrial Conference.** In any action, the court may order the attorneys and any unrepresented parties to appear for one or more pretrial conferences for such purposes as:
- (1) expediting disposition of the action;
  - (2) establishing early and continuing control so that the case will not be protracted because of lack of management;
  - (3) discouraging wasteful pretrial activities;
  - (4) improving the quality of the trial through more thorough preparation; and
  - (5) facilitating settlement.
- (b) **Scheduling.**
- (1) *Scheduling Order.* Except in categories of actions exempted by local rule, the district judge—or a magistrate judge when authorized by local rule—must issue a scheduling order:
    - (A) report under Rule 26(f); or
    - (B) after consulting with the parties’ attorneys and any unrepresented parties at a scheduling conference.
  - (2) *Time to Issue.* The judge must issue the scheduling order as soon as practicable, but unless the judge finds good cause for delay, the judge must issue it within the earlier of 90 days after any defendant has been served with the complaint or 60 days after any defendant has appeared.
  - (3) *Contents of the Order.* An amendment to a pleading relates back to the date of the original pleading when:
    - (A) Required Contents. The scheduling order must limit the time to join other parties, amend the pleadings, complete discovery, and file motions.
    - (B) Permitted Contents. The Scheduling order may:
      - (i) modify the timing of disclosures under Rules 26(a) and 26(e)(1);
      - (ii) modify the extent of discovery;
      - (iii) provide for disclosure, discovery, or preservation of electronically stored information;
      - (iv) include any agreements the parties reach for asserting claims or privilege or of protection as trial-preparation material after information is produced, including agreements reached under Federal Rule of Evidence 502;
      - (v) direct that before moving for an order relating to discovery, the movant must request a conference with the court;
      - (vi) set dates for pretrial conferences and for trial; and
      - (vii) include other appropriate matters.
  - (4) *Modifying a Schedule.* A schedule may be modified only for good Cause and with the judge’s consent.

**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

**Rule 16. Pretrial Conferences; Scheduling; Management cont’d.**

**(c) Attendance and Matters for Consideration at a Pretrial Conference.**

- (1) *Attendance* A represented party must authorize at least one of its attorneys to make stipulations and admissions about all matters that can reasonably be anticipated for discussion at a pretrial conference. If appropriate, the court may require that a part or its representative be present or reasonably available by other means to consider possible settlement.
- (2) *Matters for Consideration*. At any pretrial conference, the court may consider and take appropriate action on the following matters:
  - (A) **formulating and simplifying the issues, and eliminating Frivolous claims or defenses;**
  - (B) **amending the pleadings if necessary or desirable;**
  - (C) obtaining admissions and stipulations about facts and documents to avoid unnecessary proof, and ruling in advance on the admissibility of evidence;
  - (D) **avoiding unnecessary proof and cumulative evidence,** and limiting the use of testimony under Federal Rule of Evidence 702;
  - (E) determining the appropriateness and timing of summary adjudication under Rule 56;
  - (F) controlling and scheduling discovery, including orders affecting disclosures and discovery under Rule 26 and Rules 29 through 37;
  - (G) identifying witnesses and documents, scheduling the filing and exchange of any pretrial briefs, and setting dates for further conferences and for trial;
  - (H) referring matters to a magistrate judge or a master;
  - (I) settling the case and using special procedures to assist in Resolving the dispute when authorized by statute or local rule;
  - (J) determining the form and content of the pretrial order;
  - (K) disposing of pending motions;
  - (L) **adopting special procedures for managing potentially difficult or protracted actions that may involve complex issues, multiple parties, difficult legal questions, or unusual proof problems;**
  - (M) ordering a separate trial under Rule 42(b) of a claim, counterclaim, crossclaim, third-party claim, or particular issue;
  - (N) ordering the presentation of evidence early in the trial on a manageable issue that might on the evidence, be the basis for a judgment as a matter of law under Rule 50(a) or a judgment on a partial findings under Rule 52(c);
  - (O) establishing a reasonable limit on the time allowed to present evidence; and
  - (P) facilitating in other ways the just, speedy, and inexpensive disposition of the action.



**ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**  
**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # [87](#)

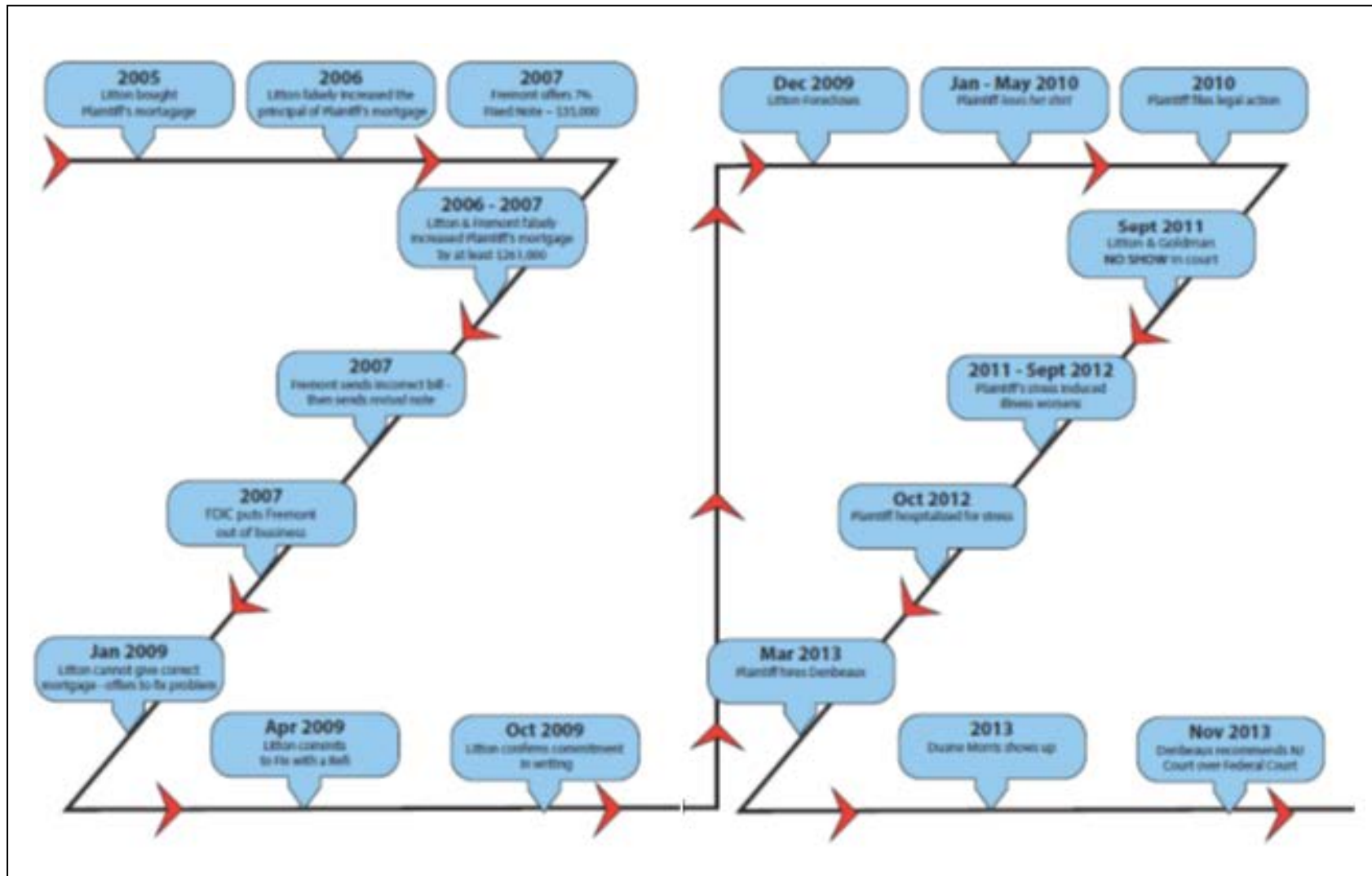
**Rule 16. Pretrial Conferences; Scheduling; Management cont’d.**

- (d) **Pretrial Orders.** After any conference under this rule, the court should issue an order reciting the action taken. This order controls the course of the action unless the court modifies it.
- (e) **Final Pretrial Conference and Orders.** The court may hold a final pretrial conference to formulate a trial plan, including a plan to facilitate the admission of evidence. The conference must be held as close to the start of trial as is reasonable, and must be attended by at least one attorney who will conduct the trial for each part and by any unrepresented party. The court may modify the order issued after a final pretrial conference only to prevent manifest injustice.
- (f) **Sanctions.**
  - (1) *In General.* On motion or on its own, the court may issue any just Orders, including those authorized by Rule 37(b)(2)(A)(ii)-(vii), a party or its attorney:
    - (A) fails to appear at a scheduling or other pretrial conference;
    - (B) is substantially unprepared to participate—or does not participate in good faith—in the conference; or
    - to be set out – in the original pleading; or
    - (C) fails to obey a scheduling or other pretrial order.
  - (2) *Imposing Fees and Costs.* Instead of or in addition to any other sanction, the court must order the party, its attorney, or both to pay the reasonable expenses—including attorney’s fees—incurred because of any noncompliance with this rule, unless the noncompliance was substantially justified or other circumstances make an award o expenses unjust.

### ATTACHMENT II – FRAUD 2005 – 2018 5 Dimension Timeline in Case Filings – This is An Added Dimension

Download this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.pdf>

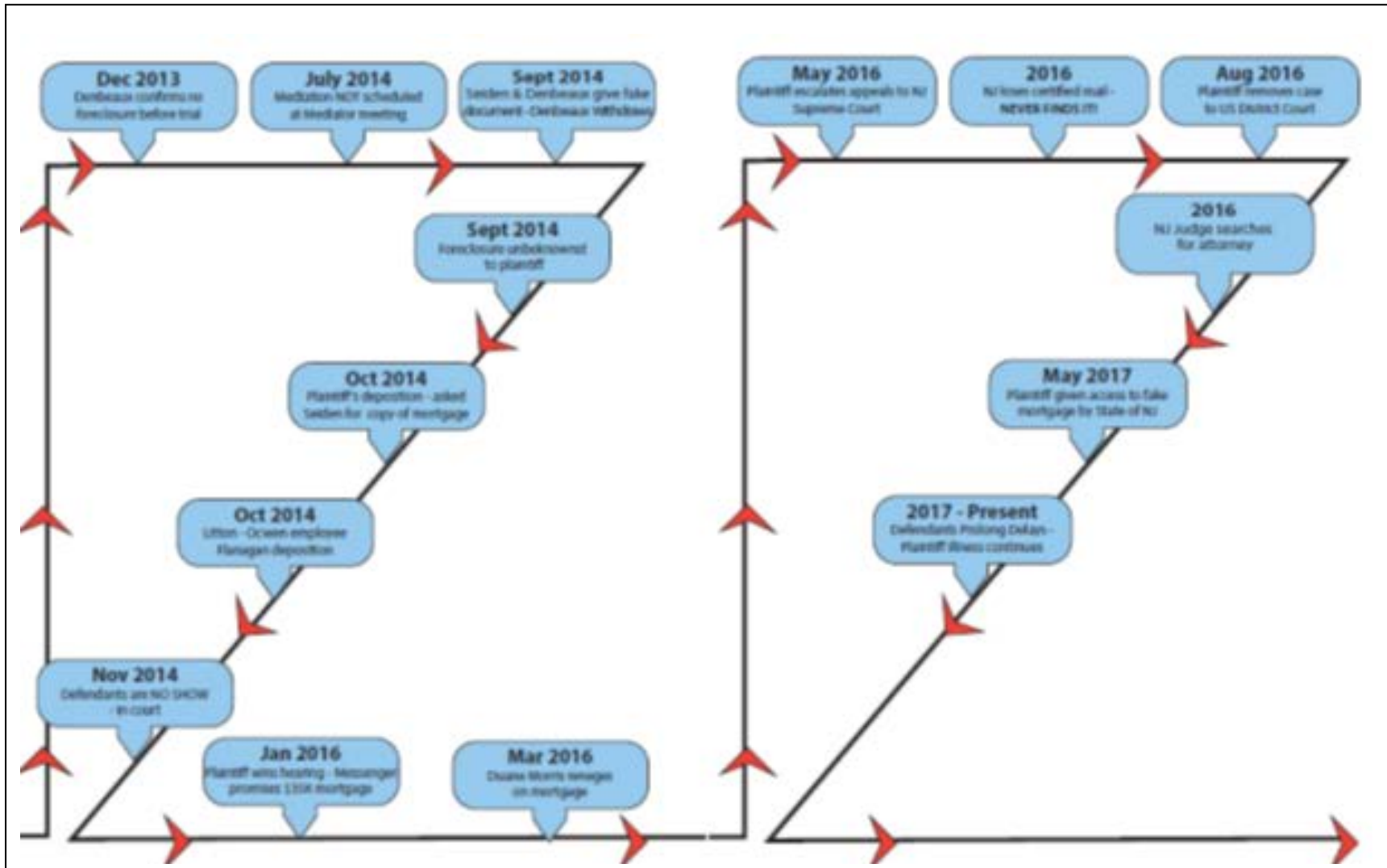
View this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.html>



### ATTACHMENT II – FRAUD 2005 – 2018 cont'd. 5 Dimension Timeline in Case Filings – This is An Added Dimension

Download this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.pdf>

View this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.html>



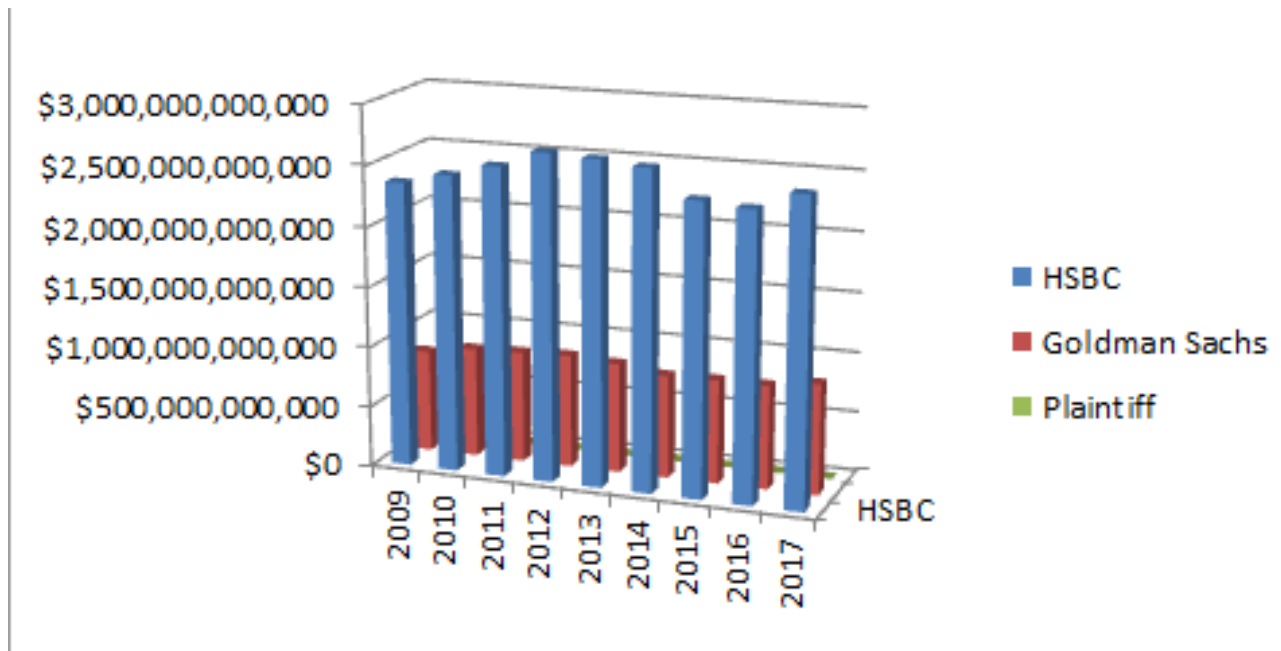
**ATTACHMENT III – Table 5 – SELECTED USDCNJ FILINGS**

DATE	USDCNJ FILING NO.	COMPLAINT FILED AUGUST 24, 2016 SELECTED SUBSEQUENT FILINGS
8/25/2016	<a href="#">1</a>	COMPLAINT (w/voluminous exhibits, see Court file) against FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBA BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION, STERN & EISENBERG, PC, LLC ( Filing and Admin fee \$ 400 receipt number NEW030619) with JURY DEMAND filed by VERONICA A. WILLIAMS.(seb) (Entered: 08/30/2016)
8/25/2016		SUPPORTING DOCUMENTS TILED WITH COMPLAINT
12/2/2016	<a href="#">8</a>	APPLICATION/PETITION for Extension of Time to Answer, Move, or Otherwise Reply for by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION. (SEIDEN, STUART) (Entered: 12/02/2016)
12/7/2016	<a href="#">9</a>	Second MOTION for Extension of Time to File Answer to Complaint by STERN & EISENBERG, PC, LLC.(BARENBAUM, EVAN) (Entered: 12/07/2016)
12/14/2016	<a href="#">12</a>	Third MOTION for Extension of Time to File Answer re Complaint, by STERN & EISENBERG, PC, LLC. (Attachments: # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/14/2016)
12/15/2016	<a href="#">13</a>	Letter from Evan Barenbaum requesting Extension of Time. (Attachments: # Text of Proposed Order, # Certificate of Service) (BARENBAUM, EVAN) (Entered: 12/15/2016)
12/20/2016	<a href="#">15</a>	MOTION to Dismiss Complaint by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION. Responses due by 1/3/2017 (Attachments: # Brief, # Certification of Stuart Seiden, # Text of Proposed Order, # Certificate of Service) (SEIDEN, STUART) (Entered: 12/20/2016)
12/20/2016	<a href="#">16</a>	MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC, LLC. (Attachments: # Exhibit 1, # Exhibit 2, # Exhibit 3, # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/20/2016)
1/3/2017	<a href="#">20</a>	BRIEF in Opposition filed by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION re Plaintiff's MOTION for Default Judgment as to 10 (Attachments: # Certificate of Service)(SEIDEN, STUART) (Entered: 01/03/2017)
1/6/2017	<a href="#">21</a>	BRIEF in Opposition filed by STERN & EISENBERG, PC, LLC re Plaintiff's MOTION for Default Judgment as to Stern & Eisenberg, P.C. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
1/6/2017	<a href="#">22</a>	MOTION to Withdraw Judgment, and MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC, LLC. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
1/11/2017	<a href="#">26</a>	Plaintiff's RESPONSE to briefings in opposition representing all defendants: etc. (sr, ) (Entered: 01/11/2017)
1/23/2017	<a href="#">29</a>	MOTION to Dismiss for Lack of Jurisdiction by STERN & EISENBERG, PC, LLC. Responses due by 2/6/2017 (Attachments: # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/23/2017)
1/30/2017	<a href="#">30</a>	APPLICATION/MOTION requesting to reschedule 29 Motion to Dismiss on or after 3/30/17 by VERONICA A. WILLIAMS. (sr, ) (Entered: 01/31/2017)
1/31/2017	<a href="#">31</a>	RESPONSE in Opposition filed by STERN & EISENBERG, PC, LLC re 29 MOTION to Dismiss for Lack of Jurisdiction (Attachments: # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/31/2017)
2/6/2017	<a href="#">33</a>	RESPONSE to Motion filed by VERONICA A. WILLIAMS re 29 MOTION to Dismiss for Lack of Jurisdiction (sr, ) (Entered: 02/08/2017)

DATE	USDCNJ FILING NO.	COMPLAINT FILED AUGUST 24, 2016 SELECTED SUBSEQUENT FILINGS
4/11/2017	<a href="#">37</a>	RESPONSE to Request for Case Update (from Federal Agency) submitted by Veronica Williams.(sr, ) (Entered: 04/12/2017)
4/17/2017	<a href="#">38</a>	Letter from Veronica Williams RE: NJ additional case files: etc. (sr, ) (Entered: 04/ 19/201 7)
4/18/2017	<a href="#">39</a>	Letter from Veronica Williams RE: NJ denial of due process; etc. (sr, ) (Entered:04/19/20 17)
4/19/2017	<a href="#">40</a>	Letter from Veronica Williams re: foreclosure file.(sr. ) (Entered: 04/20/2017)
4/24/2017	<a href="#">41</a>	Letter from Veronica Williams RE:foreclosure based on fraudulent mortgage. (sr. ) (Entered: 04/2512017)
5/18/2017	<a href="#">49</a>	<b>BRIEF in Opposition filed by HSBC BANK USA, N.A. re 44 MOTION for interlocutory injunction (Attachments:# Certification of Counsel, # £ Certificate of Service)(SEIDEN, STUART)</b> (Entered: 05/18/2017)
6/2/2017	<a href="#">52</a>	<b>Letter from Duane Morris [RESPONSE TO PLAINTIFF'S IMPROPER AMENDED COMPLAINT]</b>
10/16/2017	<a href="#">67</a>	Ocwen Cease & Desist Request
12/14/2017	<a href="#">70</a>	<b>Letter from Duane Morris</b>
12/21/2017	<a href="#">71</a>	Court Order letter [ <b>READ THIS - SALAS REOPENS ORDER</b> ]
12/27/2017	<a href="#">72</a>	Letter Order Pursuant to Rule 16
2/2/2018	<a href="#">77</a>	PLAINTIFF: Motion to Dismiss Not Justified
2/6/2018	<a href="#">NA</a>	<b>Seiden's letter</b> <small>C:\CricafFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_LittonLoan\COURT_Federal-Court-Prep\Case_2-16-cv-05301_Seiden-letter-Feb9-hearing-2-6-18.pdf</small>
2/13/2018	<a href="#">79</a>	<b>S&amp;E Asks for Time to Respond</b>
	<a href="#">82</a>	<b>Memorandum of Law in Opposition to New Count by Seiden</b>
	<a href="#">83</a>	<b>Stern &amp; Eisenberg's Opposition to New Count by Barenbaum</b>
2/28/2018	<a href="#">84</a>	Plaintiff's Effort to Contain Fraud Associated Costs
	-	COPY OF RESPONSE TO TWO BRIEFINGS IN OPPOSITION REPRESENTING ALL DEFENDANTS * FIRST FILED Jan. 17, 2017
	-	COPY OF RESPONSE TO STERN & EISENBERG'S MOTION TO DISMISS * FIRST FILED Feb. 6, 2017
	-	COPY OF Letter to the Court Clerk * FIRST FILED Feb. 8, 2017
3/15/2018	<a href="#">86</a>	Defendants Ignore Judge Dickson Directive
3/19/18	<a href="#">87</a>	<b>Defendant Seiden's Opposition to Plaintiff's Leave to Amend Complaint</b>
3/20/18	<a href="#">88</a>	<b>Defendant Barenbaum's Opposition to Plaintiff's Leave to Amend Complaint</b>

**ATTACHMENT IV – Table 2 – BAR CHART FORMAT**

**LEAD DEFENDANTS’ ASSET SIZE – DATA FROM TABLE 2**



**The Plaintiff’s assets *are not even* a rounding error compared to the Defendants’ assets. The defendants’ actions wiped out the Plaintiff’s assets and shut down her earning ability. Yet, they fail to acknowledge the very actions for which they paid billions in settlements to the U.S. Department of Justice.**

## ATTACHMENT V

**Table 6 – SELECTED EXAMPLES OF FRAUD FROM CASE FILES**

<b>SELECTED DOCUMENTS FROM COURT FORECLOSURE CASE FILE</b>	
Evidence of the fraudulent mortgage is provided in several case documents including USDCNJ Filings # <a href="#">38</a> , <a href="#">40</a> , <a href="#">41</a> , <a href="#">57</a> & <a href="#">58</a> . For an index of documents in the Court's Foreclosure File with hyperlinks to each document click view	<a href="#">VIEW</a>
Steven Keith, S&E <a href="mailto:JEFIS@SternEisenberg.com">JEFIS@SternEisenberg.com</a> named in this document	<a href="#">VIEW</a>
KEVIN FLANAGAN CONFIRMS ACCURACY OF FRAUDULENT DATA (Ocwen and former Litton Loan employee) p. 2	<a href="#">VIEW</a>
PLAINTIFF DOE NOT HAVE A SPOUSE AND is not a patient of Woodbridge Medical p. 2	<a href="#">VIEW</a>
PLAINTIFF NEVER RECEIVED MAIL & HAD NO SPOUSE p. 1-9	<a href="#">VIEW</a>
PLAINTIFF NEVER RECEIVED INFO & HAD NO SPOUSE	<a href="#">VIEW</a>
HOW WAS ERROR MADE? THIS WAS NOT ON FILE IN 2010!!! p. 1	<a href="#">VIEW</a>
WAS NEVER RECEIVED OR SERVED !!	<a href="#">VIEW</a>
PLAINTIFF WAS NEVER NOTIFIED OF COURT ORDERED MEDIATION	<a href="#">VIEW</a>
NEVER RECEIVED PLEADING SO PLAINTIFF COULD NOT RESPOND IN 30 DAYS -- MORTGAGE GRANTED TO FGC COMMERCIAL MORTGAGE FINANCE CBA FREMONT MORTGAGE	<a href="#">VIEW</a>
PLAINTIFF'S COUNSEL CONFIRMED CASE MANAGEMENT CONFERENCE BUT HAD WITHDRAWN AND NEVER NOTIFIED PLAINTIFF!!! Who is Len M. Garza, S&E ? FAX 856-667-1456	<a href="#">VIEW</a>
PLAINTIFF WAS NEVER NOTIFIED THAT SUMMARY JUDGMENT HAD BEEN ADJOURNED UNTIL AFTER FEB. 6, 2014 p. 1	<a href="#">VIEW</a>
PLAINTIFF NEVER RECEIVED LETTER FROM FORMER LAWYER p. 1	<a href="#">VIEW</a>
PLAINTIFF NEVER NOTIFIED	<a href="#">VIEW</a>
KEVIN FLANAGAN CERTIFIED THAT THE AMOUNT DUE IS CORRECT!!! SAID HE "THOROUGHLY REVIEWED" <i>in deposition explained why this was not likely</i>	<a href="#">VIEW</a>
THIS IS NOT A TRUE COPY OF THE DOCUMENT THAT I SIGNED p. 1-7	<a href="#">VIEW</a>
THE INTEREST RATE WAS CHANGED BUT <i>NOT THE PRINCIPAL AMOUNT!!!</i> PLAINTIFF DID NOT SIGN THIS; HER DIGITAL SIGNATURE WAS USED WITHOUT HER PERMISSION!!! p. 2	<a href="#">VIEW</a>
NEVER RECEIVED BY PLAINTIFF	<a href="#">VIEW</a>
SAMANTHA RADTKE OF OCWEN CERTIFIED FRAUDULENT MORTGAGE p. 1	<a href="#">VIEW</a>
MICHAEL KOCH SIGNED & VERONICA WILLIAMS SIGNATURE ALONE – FRAUDULENT p. 5	<a href="#">VIEW</a>
P. 3 RADTKE CERTIFIES MORTGAGE AGAIN – GO THROUGH THIS IN DETAIL , SAYS "IT IS CLEAR THAT I EXECUTED ON MARCH 27, 2007	<a href="#">VIEW</a>
BONNIE L. BONSER OF S&E , LEGAL ASSISTANT MENTIONED pp. 1-2	<a href="#">VIEW</a>
MENTIONS HOSPITAL CENTER GOT JUDGMENT FROM VERONICA WILLIAMS AT AN ADDRESS	<a href="#">VIEW</a>

<b>SELECTED DOCUMENTS FROM COURT FORECLOSURE CASE FILE</b>	
<p><b>IN ORANGE, NJ – WRONG !! P. 8 SHOWS LEGAL ACTION AGAINST VERONICA WILLIAMS AT AN ADDRESS IN FORDS, NJ – WRONG!! &amp; P. 12 CRYSTAL JOY LEWIS-PIERRE , CONTRACT MANAGEMENT COORDINATOR CERTIFIES THIS FRAUDULENT MORTGAGE P. 14 SIGNED BY STACEY WEISBLATT, S&amp;E ATTORNEY p. 7</b></p> <p>Motion-Complaint-Mtg-Forecl_12-11-13.pdf p. 7 Motion-Intent-to-Foreclose_12-11-13.pdf</p>	<a href="#">VIEW</a>
<p><b>p. 16 &amp; 22 (SOMEONE NOTED “NO NOTARY”) DANIEL ROY SIGNED – FRAUDULENT MORTGAGE – SIGNED DISCONNECTED PAGE</b></p>	<a href="#">VIEW</a>
<p><b>P. 4 REFERENCES RADTKE’S CONFIRMATION OF FRAUDULENT MORTGAGE; READ AGAIN</b></p>	<a href="#">VIEW</a>
<p><b>P. 69 CONTEND THAT PLAINTIFF IS AVOIDING SERVICE – NOT TRUE!! P. 65 MONICA HARDAWAY, TX NOTARY IN 2009 ASSIGNED LITTON LOAN MORTGAGE TO FREMONT – CHECK ESSEX COUNTY BOOK NO &amp; COMPARE WITH CORRECTION</b></p>	<a href="#">VIEW</a>
<p><b>INFORMATION FILED WITH COURT IS INCORRECT</b></p> <p>p. 14 Judgments Proof-Amt-Due.pdf Request&amp;Certification-of-Default.pdf <b>Len M. Garza, S&amp;E signed</b></p>	<a href="#">VIEW</a> <a href="#">VIEW</a>
<p><b>CONTINUE TO DEFINE PLAINTIFF AS HAVING SPOUSE AND AS A PATIENT OF Woodbridge Medical – BOTH WRONG p. 1-2</b></p>	<a href="#">VIEW</a>
<p><b>PLAINTIFF NEVER KNEW ABOUT THIS <i>Writ of Execution</i></b></p>	<a href="#">VIEW</a>



**ATTACHMENT VI****MASTER LIST OF CASE DOCUMENTS – INDICES****From Master File with 14 Indices****Classifications****All USDC Filings-details****Docs NOT Filed****All USDCNJ Filings-Categorized & Ranked****Discovery Summary 2014 w-links****Proof Hearing 2015 w-links****Added to USDCNJ Nov 2016****Added to USDCNJ-NJ Foreclosure****Court List of Filings-12-20-16****Added at Feb. 9, 2018 Hearing****Added after Feb. 9, 2018****MASTER-INDEX-COURT-FILINGS****Summary from Dec. 22 Filings****XALL Documents by Case Category****NJ Supreme Court Response-Attac****GS Bet on Crash – Article Copied****BLANK-DOC-LISTING-1****BLANK-DOC-LISTING-2**

**THE PURPOSE FOR DISPLAYING THE FOLLOWING INDICES *IS NOT FOR EACH ITEM TO BE READ*; THE PURPOSE IS TO SHOW *THE MAGNITUDE AND HIGH LEVEL OF ORGANIZATION* OF THE MORE THAN 4,000 PAGES OF DOCUMENTS IN THIS CASE. THE PLAINTIFF IS PREPARED TO DELIVE THIS CASE TO A JURY IN AN EASY TO UNDERSTAND AND COHERENT MANNER.**

**MASTER LIST OF CASE DOCUMENTS**  
**From Master File with 14 Indices -- Classifications**

**CLASSIFICATIONS**  
 Case, Evidence Categories and Counts

CLASSIFICATIONS OF RECORDS		User10	User 11	User12	COUNTS		
	#	Case Category	LOCATION OF Address	#	Evidence Category		
<b>User10</b>	<b>Case Category</b>	1 Fraud - financial & operations		1	1. Critical	COUNT ONE (ALL DEFENDANTS) Violation of the Fair Debt Collection Practices Act	
	Fraud - financial & operations	2 Fraud - legal & administrative		2	2. Relevant Info	COUNT TWO (ALL DEFENDANTS) Violation of the New Jersey Consumer Fraud Act	
	Fraud - legal & administrative	3 Corroborating Actions		3	3. Written Questions OK	COUNT THREE (ALL DEFENDANTS) Breach of Contract	
	Corroborating Actions	4 Pre-Meditated		4	4. Can Waive testimony	COUNT FOUR (ALL DEFENDANTS) Intentional Infliction of Emotional Distress	
	Pre-Meditated	5 Depraved Indifference		5	5. Gen. Supporting Info	COUNT FIVE (ALL DEFENDANTS) Deliberate Indifference	
	Depraved Indifference	6 Damages				COUNT SIX (BANK & FINANCIAL) Defamation of Character	
	Other	7 Other				COUNT SEVEN (ALL DEFENDANTS) (Breach of Contract)	
<b>User 11</b>	<b>Location of Address</b>	<b>SELECT HIGHLIGHTS</b>					COUNT EIGHT (ALL DEFENDANTS) (Common Law Fraud)
		T Find doc with 2005 mortgage retirement					COUNT NINE (ALL DEFENDANTS) (Consumer Fraud)
<b>User12</b>	<b>Evidence Category</b>	T 2 Fedex confirmations of pmts received by Litton					COUNT TEN (ALL DEFENDANTS) (Negligent Misrepresentation)
	1. Critical	T Payment journals (in excel)					COUNT ELEVEN (ALL DEFENDANTS) (Bad Faith)
	2. Relevant Info	V <a href="#">Errors &amp; Mistakes</a>					COUNT TWELVE (ALL DEFENDANTS) (Tortious Interference with Contract)
	3. Written Questions OK	Fraudulent Mortgage					OTHER DEFENDANTS SUPPORT ONE OR MORE OF THESE COUNTS
	4. Can Waive testimony	Since 2009 -- 4 surgeries plus 4 hospitalizations (H,H,K,H) (StBr, HolyName)					HSBC
		926 Total Witnesses					Ocwen
		34 Witnesses					Fremont
		91 Subpeonas					Stern & Eisenberg
		V 9+ Witnesses to mortgage fraud by Fremont (ACT! group)					<b>ALL DEFENDANTS AS LISTED</b>
		V 7+ Witnesses to mortgage fraud by Litton (ACT! group)					LITTON LOAN SERVICING,
		V 18+ Witnesses to legal mortgage fraud by State of NJ (ACT! group)					HSBC BANK USA, N.A.
		T Federal Reserve letter					GOLDMAN SACHS
		T FDIC cease and desist letter					FREMONT HOME LOAN TRUST
		LIBOR rate, financial infeasibility					OCWEN (Ocwen Financial Corporation)
		Subpeonas: TDB, NorthML, etc.					LITTON LOAN SERVICING,

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- All USDC Filings-details p. 1 of 6

PLANTER DOCUMENTS										US DISTRICT COURT OF NC									
DOCUMENT	BOOK TAB	EVIDENCE CATEGORY	CASE CATEGORY	FOLDER (in PC)	FILE NAME & LOCATION LINK	NO. PAGES PLANTER	NO. PAGES DEPOSITED	DATE SENT	DOCF PLANTER FILED	DOC #	DOCF USDC RECEIVED	DOCF USDC FILED	NO. PAGES USDC	COST COPIES	DATE FILED	DOC # USDC	DOCF USDC RECEIVED	DOCF USDC FILED	CASE DOCUMENT TEXT C:\DocShare\USDC\USDC\CaseDocuments Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\Plant List of Filings From Court_LB_0517.xlsx
		1	1	C:\DocShare\USDC\USDC\CaseDocuments\Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\PlantListofFilings\	COURT_Complaint-Federal-Court			8/23/2016						\$0.00					
		1	1	C:\DocShare\USDC\USDC\CaseDocuments\Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\PlantListofFilings\	Default-Consent-to-Jury.pdf									\$0.00					
Complaint Filed August 2016		1	1	C:\DocShare\USDC\USDC\CaseDocuments\Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\PlantListofFilings\	Default-Consent-to-Jury.pdf	50		8/15/2016	1	1	1	37	\$3.70	8/25/2016	1	1	1	1	COMPLAINT (amended exhibits, see Court File Agg Prop) PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. They are hereby held liable under the USDC rules for the Jury Verdict Liability VERONICA A. WILLIAMS case (Revised 08/2016)
Complaint Filed August 2016		1	1	C:\DocShare\USDC\USDC\CaseDocuments\Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\PlantListofFilings\	1_US_Case-2-16-cv-05301-ES-JAD_Aug_2016.pdf	1,654						1,654							
														\$0.00	8/20/2016				
		1	1			57			2	2	2	57	\$5.70	8/20/2016	2	2	2	2	Notice to Complain by VERONICA A. WILLIAMS. Case file document submitted by email (original in court file, see case # 16-05301-ES)
		5	7			2			3	3	3	2	\$0.20	1/9/2016	1	1	1	1	AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. Notice to the Office of the Clerk, Case # 16-05301-ES. Defendant and Plaintiff are hereby notified that the case is being held in abeyance (Revised 1/2016)
		5	7			2			4	4	4	2	\$0.20	1/18/2016	1	1	1	1	NOTICE of Appearance by STERNA & BERENBERG, PC, LLC (AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC)
		5	7			2			5	5	5	2	\$0.20	1/18/2016	1	1	1	1	Corporate Disclosure Statement by STERNA & BERENBERG, PC, LLC (AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC)
		5	7			1			6	6	6	1	\$0.10	11/14/2016	1	1	1	1	Client's Testimony (The attached Client Affidavit for the Statute of Frauds is being filed in the case file for 16-05301-ES in accordance with the USDC rules for 16-05301-ES)
Added to Motion for Default Judgment		1	1	C:\DocShare\USDC\USDC\CaseDocuments\Witnesses\Agg_ProposedCase_LittonLoan\USDC_FederalCourt\PlantListofFilings\	1_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf	1,603						1,603							
		5	7			3			7	7	7	3	\$0.30	1/20/2016	1	1	1	1	NOTICE of Appearance by STERNA & BERENBERG, PC, LLC (AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC)
		5	7			4			8	8	8	4	\$0.40	1/20/2016	1	1	1	1	AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. Notice to the Office of the Clerk, Case # 16-05301-ES. Defendant and Plaintiff are hereby notified that the case is being held in abeyance (Revised 1/2016)
		5	7			3			9	9	9	3	\$0.30	1/27/2016	1	1	1	1	Client's Testimony (The attached Client Affidavit for the Statute of Frauds is being filed in the case file for 16-05301-ES in accordance with the USDC rules for 16-05301-ES)
		5	7			5		12/10/17					\$0.00						
		5	7			5		12/14/2017					\$0.00						
		5	7			5		12/15/2017					\$0.00						
		5	7			1			10	10	10	1	\$0.10	1/27/2016	1	1	1	1	CERTIFICATE OF SERVICE by STERNA & BERENBERG, PC, LLC (AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC)
		5	7			1			11	11	11	1	\$0.10	1/28/2016	1	1	1	1	AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. Notice to the Office of the Clerk, Case # 16-05301-ES. Defendant and Plaintiff are hereby notified that the case is being held in abeyance (Revised 1/2016)
		5	7			2			12	12	12	2	\$0.20	12/14/2016	1	1	1	1	THE NOTICE of Appearance of the Plaintiff's Counsel, by STERNA & BERENBERG, PC, LLC (AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC)
		5	7			2			13	13	13	2	\$0.20	12/15/2016	1	1	1	1	Letter from the Defendant regarding Extension of Time (Amendment) of Plaintiff's Testimony (The attached Client Affidavit for the Statute of Frauds is being filed in the case file for 16-05301-ES in accordance with the USDC rules for 16-05301-ES)
													\$0.00	12/15/2016					Default Affidavit as to 17th Section for Statute of Frauds (Plaintiff's Counsel, Motion for 17th Section Judge Trial Verdict, Motion for Judgment on the Papers, Motion for Summary Judgment, Motion for Judgment on the Papers, and Motion for Summary Judgment. This motion is an uncontested motion and does not require any oral testimony or evidence. The motion is being filed in the case file for 16-05301-ES in accordance with the USDC rules for 16-05301-ES)
		5	7			1			14	14	14	1	\$0.10	12/16/2016	1	1	1	1	AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. Notice to the Office of the Clerk, Case # 16-05301-ES. Defendant and Plaintiff are hereby notified that the case is being held in abeyance (Revised 12/2016)
													\$0.00	12/19/2016					AMERICAN SECURITIES PRUDENT HOME LOAN TRUST 2006-2 MORTGAGE BACKED CERTIFICATE SERIES 2006-C, GOLDMAN SACHS HOME BANK USA, N.A., LITTON LOAN SERVICES, CROWN, CROWN FINANCIAL CORPORATION, STERNA & BERENBERG, PC, LLC. Notice to the Office of the Clerk, Case # 16-05301-ES. Defendant and Plaintiff are hereby notified that the case is being held in abeyance (Revised 12/2016)



MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- All USDC Filings--details p. 3 of 6

PLAINTIFF DOCUMENTS										US DISTRICT COURT OF NC									
DOCUMENT	BOOK TAB	BUSINESS CATEGORY	CASE CATEGORY	FOLDER OR NC	FILE NAME & LOCATION LINK	NO. PAGES PLAINTEXT	NO. PAGES PDF/HTML	DATE SENT	DOCF PLAINTEXT FILED	DOC #	DOCF USDC NUMBER	DOCF USDC FILE	NO. PAGES USDC	COST COPIES	DATE FILED	DOC # USDC	DOC USDC NUMBER	DOC USDC FILE	CASE DOCKET TEXT
					COURT_DEF_SAE_MOTION_12-24-16		74	12/24/2016						\$0.00					
														\$0.00	12/27/2016				Default Certificate as to DISCOVERY for Default Judgment as to Motion set for 1/17/2017 before Judge Parker. Unless otherwise directed by the Court, this motion will be treated as the papers and no appearance and no appearance are not required. This is an automatically generated message from the Court's Office and does not constitute any process or subsequent orders from the Court. (e) (Plaintiff 1/20/2017)
			5	7			4		19	19	19	19	4	\$0.40	12/28/2016	28	28	28	Letter from Vanessa Williams re DISCOVERY for Default Judgment. (e) (Plaintiff 1/20/2017)
			5	7		COURT_DEF_DuaneMorris_OPPOSITI	5	1/17/2017		20	20	20	3	\$0.30	1/3/2017	20	20	20	RESPONSE by Plaintiff PRINCECT HOME LOAN TRUST 20060480704868 BACKED BY CERTIFICATE, SERVICES 2006-2007 (Case No. 16-177) TO COURT'S ORDER FOR DISCOVERY. (Plaintiff 1/20/2017)
			1	1		ON-TO-MOTION-TO-DEFAULT_1-17-17	11		23	23	23	23	11	\$1.10	1/5/2017	23	23	23	NOTICE regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			5	6			3		21	21	21	21	3	\$0.30	1/9/2017	21	21	21	NOTICE regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			5	7			30		22	22	22	22	30	\$3.00	1/9/2017	22	22	22	NOTICE regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
														\$0.00	1/10/2017				Default Certificate as to DISCOVERY received from Plaintiff's attorney. Unless set for DISCOVERY before Judge Parker. Unless otherwise directed by the Court, this motion will be treated as the papers and no appearance and no appearance are not required. This is an automatically generated message from the Court's Office and does not constitute any process or subsequent orders from the Court. (e) (Plaintiff 1/20/2017)
									24	24	24	24		\$0.00	1/10/2017	24	24	24	TRIP REPORT. The Court has received Defendant's letter and motion to withdraw January 9, 2017 (DOC No. 25). Defendant has on the 10th of January and same has been filed. (Plaintiff 1/20/2017)
			5	7					25	25	25	25		\$0.00	1/11/2017	25	25	25	TRIP REPORT. The Court has received Plaintiff's letter and motion to withdraw January 9, 2017 (DOC No. 25). Plaintiff's letter and motion to withdraw is not required. This is an automatically generated message from the Court's Office and does not constitute any process or subsequent orders from the Court. (e) (Plaintiff 1/20/2017)
			7	6			9		26	26	26	26	9	\$0.90	1/11/2017	26	26	26	Plaintiff's RESPONSE regarding application regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			2	1		Case 2:16-cv-05301-ES-JAD Document 27-1 Filed 01/11/17	5	1/17/2017	27	27	27	27	6	\$0.60	1/20/2017	27	27	27	NOTICE regarding withdrawal of DISCOVERY for Default Judgment. (Plaintiff 1/20/2017)
							2		28	28	28	28	2	\$0.20	1/23/2017	28	28	28	NOTICE regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			5	7			11		29	29	29	29	11	\$1.10	1/23/2017	29	29	29	NOTICE regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			5	2		COURT_DEF_SAE_NOTICE_OF-	40	1/17/2017						\$0.00					NOTICE OF WITHDRAWAL_1-17-17 AKA
			5	2		COURT_DEF_SAE_MOTION-TO-	13	1/23/2017						\$0.00					DIGMISS_1-23-17
			5	2		COURT_DEF_SAE_MOTION-TO-	1	1/23/2017						\$0.00					DIGMISS_Sae-letter_1-23-17
			5	7					30	30	30	30	4	\$0.40	1/20/2017	30	30	30	Default Certificate as to DISCOVERY. (Plaintiff 1/20/2017)
			5	7			2		31	31	31	31	2	\$0.20	1/21/2017	31	31	31	RESPONSE by Plaintiff PRINCECT HOME LOAN TRUST 20060480704868 BACKED BY CERTIFICATE, SERVICES 2006-2007 (Case No. 16-177) TO COURT'S ORDER FOR DISCOVERY. (Plaintiff 1/20/2017)
			5	2		Case 2:16-cv-05301-ES-JAD Document 30-1 Filed 01/26/17	13	2/6/2017	33	33	33	33	13	\$1.30	2/6/2017	33	33	33	RESPONSE by Plaintiff PRINCECT HOME LOAN TRUST 20060480704868 BACKED BY CERTIFICATE, SERVICES 2006-2007 (Case No. 16-177) TO COURT'S ORDER FOR DISCOVERY. (Plaintiff 1/20/2017)
			2	2		Case 2:16-cv-05301-ES-JAD Document 31-1 Filed 01/26/17		2/6/2017	34	34	34	34		\$0.00					TRIP REPORT. The Court has received Plaintiff's application regarding withdrawal of DISCOVERY. (Plaintiff 1/20/2017)
			5	7			2		34	34	34	34	2	\$0.20	2/14/2017	34	34	34	Letter from Vanessa Williams re DISCOVERY. (Plaintiff 1/20/2017)
			5	2		Case 2:16-cv-05301-ES-JAD Document 32-1 Filed 02/03/17	4	2/6/2017					4	\$0.40					Default Certificate as to DISCOVERY. (Plaintiff 1/20/2017)



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PLAINTIF DOCUMENTS										US DISTRICT COURT OF MD									
DOCUMENT	BOOK TAB	EVIDENCE CATEGORY	CASE CATEGORY	FOLDER (in PC)	FILE NAME & LOCATION LINK	NO. PAGES PLAINIFF	NO. PAGES DEFENDANT	DATE SENT	DOCF #/FILED	DOC #	DOCF USDC (NUMBER)	DOCF USDC FILE	NO. PAGES USDC	COST COPIES	DATE FILED	DOC # USDC	DOCF USDC (NUMBER)	DOCF USDC FILE	CASE DOCKET TEXT
DUPLICATE??		2	2		Case 2:16-cv-05301-ES Document 54-1 Filed 05/02/17	54		5/2/2017	54	51	51	54	\$5.40	5/2/2017	51	51	51	RESPONSE to Deposition in Discovery requested by Plaintiff Williams on 5/2/2017 (Revised 5/2/2017) (Case File on PC with 2 different copies)	
DUPLICATE??		2	2		Case 2:16-cv-05301-ES Document 54-1 Filed 05/02/17	54		5/2/2017											
		5	7		Case 2:16-cv-05301-ES Document 6-30-17	6		5/30/2017				6	\$0.00						DEFINITION OF APPEAL FROM PLAINTIFF
		5	7		Case 2:16-cv-05301-ES Document 6-30-17	7		5/10/2017				7	\$0.70						UPDATED DEFINITION OF APPEAL FROM PLAINTIFF
		5	2			1		5/3/2017	53	53	54	1		5/2/2017	53	54	54	Letter from Deane Stern (RESPONSE TO PLAINTIFF'S PROPOSED APPEAL COMPLAINT)	
		5	2			7		5/3/2017	54	54	54	7		5/2/2017	54	54	54	AFFIDAVIT OF AVERAGE TO AN ATTORNEY GENERAL FOR STATE OF MD	
		5	2			2		5/1/2017	55	55	56	4		5/5/2017	55	55	55	UPDATED DEFINITION OF APPEAL	
		5	2			5		5/8/2017	56	56	56	5		5/8/2017	56	56	56	REQUEST FOR DELAY FOR PLAINTIFF'S SURGERY	
		1	1			5		5/1/2017	57	57	57	5		5/1/2017	57	57	57	JUST TRUST IN ESTATE OF IN	
		5	2			5		5/13/2017	58	58	58	5		5/13/2017	58	58	58	PLAINTIFF ASKS EVIDENCE OF APPOINTMENT PRUITS	
		5	7						59	59	59	59	\$0.00	5/19/2017	59	59	59	PLAINTIFF STATE OF AL FORBIDDING CASE FILED	
		5	7										\$0.00	5/23/2017	60	60	60	PLAINTIFF REQUESTS FEDERAL ORDER FOR PROTECTIVE ORDER FOR PLAINTIFF'S SURGERY	
		5	7										\$0.00	5/23/2017	61	61	61	PLAINTIFF REQUESTS FEDERAL ORDER FOR PROTECTIVE ORDER FOR PLAINTIFF'S SURGERY	
		5	6					5/29/2017					\$0.00	7/5/2017	62	62	62	PLAINTIFF REQUESTS FEDERAL ORDER FOR PROTECTIVE ORDER FOR PLAINTIFF'S SURGERY	
		5	7					7/5/2017					\$0.00	7/5/2017	63	63	63	Response to Defendant's Motion on Judge Order - LEGAL FEES	
		5	6					5/23/2017					\$0.00	7/8/2017	64	64	64	Letter from Plaintiff to Court re: Surgery	
		5	7										\$0.00	7/10/2017	65	65	65	Letter Order	
		5	7					7/11/2017					\$0.00	8/22/2017	66	66	66	Final Case Terminated (in )	
		5	7					10/9/2017					\$0.00	10/19/2017	67	67	67	Plaintiff's Update re: Surgery	
		5	7					10/13/2017					\$0.00	10/19/2017	68	68	68	Order Case & Court Report	
		5	6					10/20/2017					\$0.00	10/21/2017	69	69	69	Case Dismissed re: Trial	
		5	6					12/1/2017					\$0.00	12/12/2017	70	70	70	Motion for Reopening of Deposition	
		5	6					12/13/2017					\$0.00	12/14/2017	71	71	71	Plaintiff's Motion for Protective Order for Plaintiff's Surgery	
		2	6					12/14/2017					\$0.00	12/21/2017	72	72	72	Letter from Deane Stern	
		2	6					12/21/2017					\$0.00	12/21/2017	73	73	73	Court Order re: (READ THIS - AWARD RESPONSE ORDER)	
		5	7					12/29/2017					\$0.00	1/2/2018	74	74	74	Letter Order Pursuant to Rule 19	
		5	7					1/3/2018					\$0.00	1/9/2018	75	75	75	Judge Judicial Preference	
		5	2					1/13/2018					\$0.00	1/16/2018	76	76	76	Plaintiff Letter to Discovery Plan & Plan of Imaging	
		5	7					1/16/2018					\$0.00	1/16/2018	77	77	77	Plaintiff's Motion for Protective Order	
		5	7					1/20/2018					\$0.00	1/20/2018	78	78	78	Plaintiff's Motion for Protective Order	
		5	7					1/29/2018					\$0.00	1/29/2018	79	79	79	Plaintiff's Motion for Protective Order	
		5	2					1/30/2018					\$0.00	2/2/2018	80	80	80	Plaintiff's Motion for Discovery Plan	
		1	1					2/6/2018					\$0.00	2/6/2018	81	81	81	Plaintiff's letter	
		5	7					2/13/2018					\$0.00	2/13/2018	82	82	82	Plaintiff's Motion for Protective Order	
		1	1					3/1/2018					\$0.00	3/1/2018	83	83	83	Plaintiff's Motion for Protective Order	
		1	1					3/1/2018					\$0.00	3/1/2018	84	84	84	UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS	

**MASTER LIST OF CASE DOCUMENTS**

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PLAINTIF DOCUMENTS									US DISTRICT COURT OF NJ										
DOCUMENT	BOOK TAB	EVIDENCE CATEGORY	CASE CATEGORY	FOLDER OR IC	FILE NAME & LOCATION LINK	NO. PAGES PLAINTIF	NO. PAGES DEFENDANT	DATE SENT	DOCF PLAIINTIF FILED	DOC #	DOCF USDC SCANNED	DOCF USDC FILE	NO. PAGES USDC	COST COPIES	DATE FILED	DOCF # USDC	DOCF USDC SCANNED	DOCF USDC FILE	CASE DOCKET TEXT
														90.00					Introduction of Law in Opposition to New Court by Salter
																			Item 3 Plaintiff's Opposition to New Court by Salter
								2/26/2018							2/26/2018				Plaintiff's Effort to Contain Fraud Associated Costs
								3/1/2018											MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT
								3/1/2018											Re: Plaintiff's Opposition to [REDACTED] MOTION for Leave to File. Motion set for 4/10/2018
																			<b>AMENDED COMPLAINT AND JURY DEMAND</b>
								Jan 17, 2017											COPY OF RESPONSE TO TWO AMENDS IN OPPOSITION REPRESENTING ALL DEFENDANTS FIRST FILED Jan 17, 2017
								Feb 8, 2017											COPY OF RESPONSE TO EPSON'S BUSINESS MOTION TO DISMISS - FIRST FILED Feb 8, 2017
								Feb 8, 2017											COPY OF Letter to the Court Clerk - FIRST FILED Feb 8, 2017
								Feb 14, 2018											COPY OF UPDATE TO PLAINTIFFS RESPONSE TO MOTION TO DISMISS - FIRST FILED Feb 14, 2018
								3/15/2018							3/15/2018				Defendants Oppose Judge Order Denial
																			Defendant Salter's Opposition to Plaintiff's Letter to Amend Complaint
																			Defendant Salter's Opposition to Plaintiff's Letter to Amend Complaint
																			Plaintiff Request for More Time
																			Defendant Letters for Plaintiff from Lord Elgar
																			Defendant Letters for Plaintiff from John Salter
																			Defendant Letters for Plaintiff (all 4) in re: (b)(7)
														90.00					
														90.00					Item 4 (b)(7)
														90.00	1/20/2018				USDC Fee Report
						3,946	251	4					5,891	\$68.70					

FROM THIS IMPORTANT TO SHOW KEY DOCUMENT





**MASTER LIST OF CASE DOCUMENTS**

**From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.1 of 4**

**NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016**

**Page 1 of 4**

Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Blinder Tab	Blinder No.
<a href="#">Federal-Complaint-by-VW.pdf</a>	<a href="#">1</a>	[icon]	[icon]				
1_US_Case-3-16-cv-05301-ES-JAD_Aug_2016.pdf		[icon]					
	<a href="#">2</a>						
	<a href="#">3</a>						
	<a href="#">4</a>						
	<a href="#">5</a>						
	<a href="#">6</a>						
1_US_Case-3-16-cv-05301-ES-JAD_Nov_2016.pdf		[icon]					
	<a href="#">7</a>						
	<a href="#">8</a>						
	<a href="#">9</a>						
	<a href="#">10</a>						
	<a href="#">11</a>						
	<a href="#">12</a>						
	<a href="#">13</a>						
	<a href="#">14</a>						
COURT_List-of-filings-FOR-TRIAL.pdf 33		[icon]					
Case_3-16-cv-05301_MotionDefaultJudgment.pdf		[icon]					
Deco-Submission-Cover-letter_12-20-16.doc		[icon]					
1_US_Case-3-16-cv-05301-ES-JAD_Aug_2016.pdf		[icon]					
<a href="#">Case_3-16-cv-05301_MotionDefaultJudgment_COPY</a>		[icon]					
<a href="#">Deco-Submission-Cover-letter_12-20-16</a>		[icon]					
	<a href="#">15</a>						
	<a href="#">16</a>						
	<a href="#">17</a>						

**MASTER LIST OF CASE DOCUMENTS**

**From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.2 of 4**

**NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016**

**Page 2 of 4**

Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC REF	DOC ONLINE	DOC ON FC	Evidence Category	Case Category	Binder Tab	Index No.
<a href="#">Case_3-16-cv-05301_MotionDefaultJudgment.pdf</a>	18	---					
	19						
	20						
	23						
	21						
	22						
	24						
	25						
	26						
<a href="#">Case_3-16-cv-05301_MotionDefaultJudgment_SUPPLEMENT_COPY</a>		---					
	27						
	28						
	29						
	30						
	31						
	32						
<a href="#">Case_3-16-cv-05301_Response-to-S&amp;E-Motion-to-Dismiss</a>		---					
<a href="#">Case_3-16-cv-05301_Response-to-Motion-to-Dismiss-Status</a>		---					
	34						
<a href="#">Case_3-16-cv-05301_NJ-Appellate-Court-Denies-Appeal_3-6-17</a>		---					
C:\CriticalFiles\CURRENT_Post2000\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Court-Prep\Case_3-16-cv-05301_Activity In Case 2_16-cv-05301-ES-JAD WILLIAMS v. LITTON LOAN SERVICING et al Notice_3-10-17.pdf	35	---					
<a href="#">http://info.nj.com/44000/Case_3-16-cv-05301_Response-to-Defendants-3-9-17-Response.pdf</a>		--					
<a href="#">Case_3-16-cv-05301_Response-to-Defendants-3-9-17-Response-FILED-COPY</a>		--					
C:\CriticalFiles\CURRENT_Post2000\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Court-Prep\Case_3-16-cv-05301_Activity In Case 2_16-cv-05301-ES-JAD WILLIAMS v. LITTON LOAN SERVICING et al Notice_3-10-17.pdf	35	---					
	36						
<a href="#">Case_3-16-cv-05301_Case-Summary-for-fed&amp;appex-4-11-17</a>		---					

**MASTER LIST OF CASE DOCUMENTS**

**From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.3 of 4**

**NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016**

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Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Index Tab	Index No.
	37						
<a href="#">Case 2-16-cv-05301_Summary-for-fed&amp;ence-4-11-17.pdf</a>							
<a href="#">Case 2-16-cv-05301_NJ-Release-Care-Files-4-19-17</a>							
	38						
<a href="#">Case 2-16-cv-05301_NJ-continues-to-demolish-process-4-17-17</a>							
	39						
	40						
<a href="#">Case 2-16-cv-05301_NJ-Foreclosure-Case-Files-Fraudulent-4-19-17</a>							
	41						
<a href="#">Case 2-16-cv-05301_NJ-Foreclosure-Mortgage-Fraudulent-4-24-17</a>							
<a href="#">Case 2-16-cv-05301_More-Errors-In-Defendants-Legal-Docs-4-20-17</a>							
<a href="#">Case 2-16-cv-05301_NJ-New-Defendant-5-2-17</a>	gov/USD						
	42						
	43						
<a href="#">Case 2-16-cv-05301_NJ-As-Defendant-5-8-17</a>							
	44						
<a href="#">Federal-Complaint-Amended_Case_2-16-cv-05301.pdf</a>							
	45						
	46						
	47						
	48						
	49						
<a href="#">Case 2-16-cv-05301_Notification-of-Motion-Filed_5-11-17</a>	50						
<a href="#">Case 2-16-cv-05301_Notification-of-Motion_Filed_5-18-17.pdf</a>	50						
	51						
	52						
	53						
	54						
	55						
	56						
	57						
	58						



MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Discovery Summary 2014 w-links p. 1 of 7

As of 3/28/2018

Discovery Document- 2014

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C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\Discovery-Documents\_ALL\_11-18-14.docx
C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\Discovery-Documents\_ALL\_FOR-SS.docx

SUMMARY

SERIAL ERRORS, FRAUD, or BOTH?

This document explains how a series of actions by the defendants caused the financial ruin and near death of Veronica Williams. Links to documents, video and audio files corroborate the explanation. Additional information can be provided to those with a need to know.

The following outline provides a chronological summary of how:

- A series of deceptive & fraudulent actions led to decimation of my income and health
I have tried for 7 years to reverse the negative impact as the defendants dragged me through the mud and avoided taking responsibility for their actions
Refusal to account for \$200,000 discrepancy in principal balance
Am now trying to get my day in court, before a jury of my peers

More than 40 years of time, money and effort went into preparing my firm -- ACT Inc. -- for the impending orders on our US GSA contract. The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After listing my home 3 tpimes between 2005 and 2007 (PROOF) without an offer over \$175,000, I decided to stay. My second option was to lower my cost of capital and operations costs by restructuring debt, a common practice. Several firms offered to refinance my mortgage, I chose Litton Loan.

CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS

2006 approached mortgage firms to refinance. Narrowed my choice to Chase & Litton (had just bought my loan)

- Chase offered 3% for both mortgages
Had Several Conversations with Litton Loan
o Told them of my concern: I refinanced in 2006 due to Litton Loan's bad reputation and recording payments late (PROOF: & Ex1-Proof-2005 & Ex2-Refinance)
o Litton Loan added about \$112,325 & Fremont added about \$95,675 to my principal (Ex3-PROOF)
o I refinanced with Fremont Loan to escape Litton Loan (for mortgage history see Ex2-PROOF)
o I ended up back with Litton Loan, so why accept a modification and stay with Litton??
Litton made compelling offer & said Goldman Sachs' ownership gave them new integrity
o Litton told me they were now owned by Goldman Sachs and I did not have to worry
o Litton assured me they would give me a modification if HAMP did not come through Ex4 PROOF
o Even after "errors (returning my check, too many iterations of spreadsheet, countless phone-calls) I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex5 PROOF)
o I was further assured that the modification would be approved by HAMP or Litton Loan and the attached document was sent in error
Litton reduced my mortgage principal but not enough (Ex3-PROOF)
In addition to the amount Litton Loan had added to my principal, Fremont added about \$95,675 to my principal (Ex3-PROOF)
My intention was to accept the unjustified additions to principal, focus on the FEMA job and closing task orders against my firm's GSA contract, and use the modification to lower my costs of financing.
Despite excessive addition to principal I decided to proceed, to focus time on ACT Inc. customers; heightened acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex6: PROOF) Stepped up marketing and sales in 2005 (DeD working Group, IRA meetings, Proposals show DHS, DC, HUD - Ex7: WITNESS)
Sept. 2009 - Received job offer from FEMA to gain immediate "past performance"; contingent upon security clearance approval (Ex8: PROOF)

DOC REF
DOC ON ME
DOC ON PC
Evidence Category
Case Category
Master tab - R No
BYTES MB.

Table with columns for document references and counts. Includes rows with 'PROOF' and 'PROOF' labels and numerical values in the rightmost columns.

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	DOC REF	DOC NAME	DOC ON FC	Relative Category	Case Category	Master File - FC No	BEST IND.
<a href="http://www.FinFix.org">www.FinFix.org</a>							
<a href="http://www.FinFix.org">www.FinFix.org</a>							
		FinFix, P.O. Box 978, South Orange, NJ 07075-0978					
<b>FinFix.org STRIVING TO BRING ECONOMIC PARITY TO FINANCIAL SERVICES</b>							
<b>LAUNCHED DEBT RESTRUCTURE PLAN * I PROCEEDED WITH PLAN</b>							
<ul style="list-style-type: none"> <li>Jan-Dec 2009 Utton Loan's representatives asked for extensive information and detailed analysis, reassuring me along the way that my modification would be forthcoming. Some of the documents submitted include, but are not limited to:           <ul style="list-style-type: none"> <li>o 2/25/09 to Julius Connor Ex1: <a href="#">PROOF</a></li> <li>o 3/28/09 to Brenda Moreno Ex10: <a href="#">PROOF</a></li> <li>o 8/2/09 to Loss Mitigation Dept. Ex11: <a href="#">PROOF</a> o 9/28/09 to Loss Mitigation Dept. Ex12: <a href="#">PROOF</a> o 12/28/09 to Bessie Cahew Ex13: <a href="#">PROOF</a></li> <li>o Jan-Nov Submitted several other requested analyses (COPIES AVAILABLE UPON REQUEST)</li> </ul> </li> <li>o I paid off uncollateralized debt (Ex14: <a href="#">PROOF</a>)</li> </ul> <p>I purchased money order and sent it with returned checks to Utton (Ex15:<a href="#">PROOF</a>, Ex16:<a href="#">PROOF</a>, Ex17:<a href="#">PROOF</a>)</p> <ul style="list-style-type: none"> <li>o Continued with my "living mobile" trial/prep for FEMA job (Ex7: <a href="#">WITNESS</a>)</li> <li>o Cultivating business relationships and improved remote operations for ACT Inc. (Ex7: <a href="#">WITNESS</a>)</li> <li>o Completed E-Qip &amp; responses for Federal Security Clearance on 12/12/2009 (Ex18:<a href="#">PROOF</a> &amp; Ex7: <a href="#">WITNESS</a>)</li> </ul>							
<b>WHEN I WAS STUNNED WITH NOTICE OF FORECLOSURE JUST BEFORE HEARING</b>							
<ul style="list-style-type: none"> <li>o Began drive from Ft. Lauderdale, FL to South Orange, NJ -- alone (Ex7: <a href="#">WITNESSES</a>)</li> <li>o Arrived in NJ about 4am the morning of the foreclosure hearing (Dec. 23, 2009)</li> <li>o Too Exhausted to attend; Foreclosure was granted for Docket F- 28279-09 (Ex19: <a href="#">PROOF</a>)</li> <li>o Was told it was an error and would be reversed if I sent an additional payment (Ex20:<a href="#">PROOF</a>)</li> <li>o I completed all payments required for my modification (Ex15: <a href="#">PROOF</a>)</li> </ul>							
<b>FORECLOSURE GRANTED AND MY SUFFERING BEGAN</b>							
<ul style="list-style-type: none"> <li>o Dec. 2009 Utton Loan reneged on modification by foreclosing (Ex19:<a href="#">PROOF</a>)</li> <li>o Dec. 2009 Utton said they could stop foreclosure if I documented what we discussed (Ex13: <a href="#">PROOF</a>)</li> </ul>							
<ul style="list-style-type: none"> <li>o Jan. 2010 Utton Loan's staff was unaware of the legal response by their attorney. With apology for Utton's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex21: <a href="#">PROOF</a> &amp; Ex22: Pmt-2010 &amp; Ex15:<a href="#">PROOF</a>)</li> </ul>							
<ul style="list-style-type: none"> <li>o Mar 2010 Lost Clearance (Ex23:<a href="#">PROOF</a> &amp; Ex7: <a href="#">WITNESS</a>)</li> <li>o 3/16/10 Lost GSA contract (Ex24:<a href="#">PROOF</a> &amp; Ex7: <a href="#">WITNESSES</a>)</li> <li>o 5/12/10 Lost FEMA job (Ex23:<a href="#">PROOF</a> &amp; Ex7: <a href="#">WITNESSES</a>)</li> <li>o By 2010 Lost strong credit ratings (D&amp;B, Trans Union, Equifax, Experian)</li> </ul>							

**MASTER LIST OF CASE DOCUMENTS**

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- 2010→ Health declined (Ex25:PROOF & Ex7: WITNESSES)
- 2010→ My company -AC T Inc. - now in jeopardy (Ex7: WITNESSES)
- 2010→ Ability to find jobs decimated (Ex26: PROOF & Ex7: WITNESSES)

**VW FOUGHT BACK**

- DATE Tried to get Utton Loan, Goldman Sachs & HSBC to review my account & create a win-win solution (Ex27: PROOF & Ex28: PROOF Ex29: PROOF Ex30: PROOF Ex7: WITNESSES)
- 2010 - 2011 Utton Loan and Goldman Sachs refused to discuss the matter (Ex31: PROOF & Ex7: WITNESSES)
- DATE Appealed to NJ Banking Commission, SEC, Federal Reserve & others (Ex32: PROOF Ex33: PROOF & Ex7: WITNESSES)
- Aug 2011 Filed legal complaint against Utton Loan & Goldman Sachs (Ex34:PROOF)
- DATE Served Utton Loan & Goldman Sachs (Ex35: PROOF & Ex7: WITNESSES)
- Sept. 1, 2011 Goldman Sachs sold Utton Loan to Cowen (Ex36: [PROOF](#) & Ex37: [IN THE NEWS](#) or COPY TO COURT ONLY & Ex38: SEC or SECprt & Ex7: WITNESSES)
- Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Foreclosure Review (Ex36: [PROOF](#))
- 2011 Utton Loan's attorney never responded to questions (Ex35: PROOF)

DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Number Sub-File No	DATES NO.
<a href="#">Ex25</a>			6	1		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex26</a>			6	5		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex27</a>			1	5		
<a href="#">Ex28</a>			5			
<a href="#">Ex29</a>			2	1		
<a href="#">Ex30</a>			1	1		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex31</a>			2	1		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex32</a>			2	2		
<a href="#">Ex33</a>			5	3		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex34</a>			1	2		
<a href="#">Ex35</a>			5	2		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex36</a>			1	1		
<a href="#">Ex37</a>			1	1		
<a href="#">Ex38-1</a>			1	1		
<a href="#">Ex38-2</a>			1	1		
<a href="#">Ex7</a>			1	1		
<a href="#">Ex35</a>			1	1		
<a href="#">Ex35</a>			5	2		



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[www.FinFix.org](http://www.FinFix.org)  
[www.FinFix.org](http://www.FinFix.org)

FinFix, P.O. Box 978, South Orange, NJ 07075-0978

**FinFix.org STRIVING TO BRING ECONOMIC PARITY TO FINANCIAL SERVICES**

- Sept. 16, 2011 Neither Litton Loan nor Goldman Sachs (as us) showed up at court hearing – VW granted motion (Ex35: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 2011 Litton Loan-Goldman Sachs's attorney used court error to disqualify hearing so I withdrew and refiled (Ex35: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (Ex35: [PROOF](#))

**OCWEN-HSBC-GOLDMAN SACHS SHOWED NO INTENTION OF DISCUSSING VIABLE SOLUTION**

**- PLAINTIFF'S HEALTH WORSENEED**

- Fall 2011 Ocwen started collection, ignored letters and refused to discuss any alternatives (Ex38: [PROOF](#) & Ex39: [PROOF](#) & [PROOF](#) & Ex7: [WITNESSES](#))
- 2011-2012 My health declined more (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- March 2012 Foreclosure Dismissed with intention of collecting money rather than resolving errors (Ex40: [PROOF](#))
- 2011 – 2013 Goldman Sachs and HSBC ignored VW, backing Ocwen as they bullied me with collection (Ex35: [PROOF](#) & Ex38: [PROOF](#) & Ex7: [WITNESSES](#))
- Sept. 2012 Hospitalized for stress (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Oct. 2012 Hospitalized for stress ( Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Began praying and meditating throughout the day, every day
- Jan. 2013 Hospitalized for stress (Ex25: [PROOF](#) & Ex7: [WITNESSES](#))
- Feb. 2013 Gathered strength to prepare meals and drive (Ex7: [WITNESSES](#))

**VW CONTINUED TO FIGHT BACK**

- March 2013 Resumed physical therapy after 4 months of life threatening health condition (Ex7: [WITNESSES](#))
- Spring 2013 VW searched for attorney with courage & knowledge to represent me (Ex7: [WITNESSES](#))
- April 2013 Tried to secure HAMP again, directly via HUD this time (Ex41: [PROOF](#))
- March 2013 → HAMP 1st – Lisa Ferri (Ex42: [PROOF](#)), 2nd Michael Martin (EX43: [PROOF](#)-audio only & [PROOF](#)), 3rd JasonBurak said my case is "out of scope" (emails removed by NewsDept 10/14).
- 2011 – NOW Property continued to decline, FEMA denied repairs, insurance repair check sent to Litton (Ex44: BEFORE - AFTER)
- April 24, 2013 VW retained Denbeaux & Denbeaux (Ex45: [PROOF](#) & Ex7: [WITNESSES](#)) Foreclosure Litigation
- June 2013 Filed new complaint against all defendants (Ex46: [PROOF](#))
- Next 12 weeks Lots of legal filings, hearings; HSBC started foreclosure proceedings again (Ex47: [PROOF](#))
- Feb. 2014 HSBC attorney says drop suit, pay up, move or else. Plaintiff said NO and dug in.

<a href="#">Ex35</a>	5	2				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex35</a>	5	2				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex35</a>	5	2				
<a href="#">Ex38</a>	1	1				
<a href="#">Ex39</a>	2	3				
<a href="#">Ex38</a>	2	3				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex25</a>						
<a href="#">Ex7</a>	1	1				
<a href="#">Ex25</a>	6	1				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex25</a>	6	1				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex25</a>	6	1				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex35</a>	5	2				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex41</a>	5	2				
<a href="#">Ex42</a>	5	2				
<a href="#">Ex43</a>	5	2				
<a href="#">Ex43</a>	5	2				
<a href="#">Ex44</a>	5	3				
<a href="#">Ex45</a>	5	6				
<a href="#">Ex7</a>	1	1				
<a href="#">Ex46</a>	1	2				
<a href="#">Ex47</a>	2	6				



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**EXHIBITS FROM DISCOVERY FILING pp. 5 - 750 (page numbers from online document @ [https://eflc.org/jsp/DOC/Discovery\\_Documents\\_Alt\\_11-18-04.pdf](https://eflc.org/jsp/DOC/Discovery_Documents_Alt_11-18-04.pdf))**

- Confirmation of mortgage payment sent to Litton Loan on 4/1/05
- History of Mortgages on 541 Scotland Road, South Orange, NJ property
- Essex County Bill to Foreclosure 4/13/07 (while Plaintiff was still making payments)
- Mortgage Discharged 7/30/09 & 3/23/12:  
No B 9063419 Discharged 3/23/12 LISPENSIS FILED 7/29/09 Bill to Foreclosure 5/29/09  
No B 7071053 Discharged 7/30/09 LISPENSIS FILED 5/31/07 Bill to Foreclosure 5/18/07
- City Federal \$100,00 note on 8/25/83 cancelled 3/26/87 (changed from adjustable to fixed rate)
- City Federal \$88,000 note on 12/24/85
- City Federal \$40,000 note on 5/13/86 Discharged on 8/22/05
- Mortgage History prepared by Plaintiff
- Amortization Schedule prepared by Plaintiff
- City Federal initial disclosure statement from Plaintiff
- Amortization Schedule prepared by Plaintiff
- Aames Loan documents from Plaintiff
- Amortization Schedule prepared by Plaintiff
- Litton Loan modification from Plaintiff
- Litton Loan Commitment Letter dated 9/25/09
- Federal Statement of Capabilities from Plaintiff's company
- Witness List from Plaintiff
- Offer Letter from FEMA (to get security clearance)
- Modification Letter Requested by Litton Loan from Plaintiff 2/25/09
- Modification Package Requested by Litton Loan from Plaintiff 3/29/09
- Modification Letter Requested by Litton Loan from Plaintiff 8/2/09
- Modification Letter Requested by Litton Loan from Plaintiff 9/28/09
- Modification Letter Requested by Litton Loan from Plaintiff 12/28/09
- Plaintiff retired massive debt in 2009 to comply with modification requirement from Litton
- Checks Plaintiff Sent to Litton Loan for Modification
- Payments to Litton Loan from Plaintiff
- Letter 10/21/09 Requested by Bessie Cahee Litton Loan with Payment Info from Plaintiff
- Letter Requested by Federal Emergency Management Agency for clearance from Plaintiff
- Letter from Defendants' First Attorney Confirming Judgement on Fraudulent Mortgage
- Letter 1/10/10 Requested by Bessie Cahee Litton Loan with Payment Info from Plaintiff
- Letter 1/10/10 Requested by Bessie Cahee Litton Loan with Payment Info from Plaintiff
- Confirmation from FEDEX of mortgage payment sent to Litton Loan on 2/9/10
- FEMA letter: Plaintiff failed security clearance and lost job 5/12/2010
- Plaintiff's firm lost GSA Federal Supply Schedule on 3/16/10
- Plaintiff Health Decline Will Be Confirmed by Doctors
- Plaintiff's Ability to Get Jobs Declimated

DOC ID	DOC ON FILE	DOC ON FC	FBI/State Category	Case Category	Master File - FC No	DATES W/O.
Ex 1	<a href="#">Link</a>		1	1		20-21
Ex 2	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
Ex 3	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
	<a href="#">Link</a>		1	1		20-21
Ex 4	<a href="#">Link</a>		1	1		20-21
Ex 5	<a href="#">Link</a>		1	1		20-21
Ex 6	<a href="#">Link</a>		1	6		20-21
Ex 7	<a href="#">Link</a>		6	5		20-21
Ex 8	<a href="#">Link</a>		6	1		20-21
Ex 9	<a href="#">Link</a>		5	1		20-21
Ex 10	<a href="#">Link</a>		1	1		20-21
Ex 11	<a href="#">Link</a>		1	1		20-21
Ex 12	<a href="#">Link</a>		1	1		20-21
Ex 13	<a href="#">Link</a>		1	1		20-21
Ex 14	<a href="#">Link</a>		1	1		20-21
Ex 15	<a href="#">Link</a>		1	1		20-21
Ex 16	<a href="#">Link</a>		1	1		20-21
Ex 17	<a href="#">Link</a>		1	1		20-21
Ex 18	<a href="#">Link</a>		1	6		20-21
Ex 19	<a href="#">Link</a>		1	2		20-21
Ex 20	<a href="#">Link</a>		1	1		20-21
Ex 21	<a href="#">Link</a>		1	1		20-21
Ex 22	<a href="#">Link</a>		1	1		20-21
Ex 23	<a href="#">Link</a>		1	6		20-21
Ex 24	<a href="#">Link</a>		1	6		20-21
Ex 25	<a href="#">Link</a>		6	1		20-21
Ex 26	<a href="#">Link</a>		6	5		20-21

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- Good Faith letter from Plaintiff to Ocwen & Litton Loan
- Plaintiff Requested Info from Ocwen on 1/23/13 & 11/12/12 (NEVER RECEIVED RESPONSE)
- Plaintiff Letter to HSBC President on 6/10/10
- HSBC Response dated 6/25/10 (sent 8/3/11) to Plaintiff's letter
- NO EXHIBIT HERE
- Letter from Federal Reserve Bank dated 9/3/10 (assumes incorrect information)
- Additional Information Sent to SEC 8/7/11
- Complaint Filed by Plaintiff - NJ Docket No. L-000081-11
- Proof of Service & Legal Documents for Case L-000081-11 (DEFENDANTS DID NOT SHOW UP IN COURT)
- Federal Reserve Announces Action Against Goldman Sachs for residential mortgage misconduct & negligence
- Goldman Sachs To Sell Litton Loan to Ocwen announced 6/6/11
- Attempts to Workout Solution with Ocwen
  
- Ocwen's CEO Ignores Plaintiff's Request to Review Account - Notified NJ Regulators (NO ACTION)
  
- Effort to Reverse Fraudulent Foreclosure 3/8/12
- Effort to Correct Mortgage and Document Inconsistencies
- Standard, Inadequate Response to Plaintiff's Package in Ex. 41
- Voicemail from Michael Martin of Greenpath
  
- Decline of Plaintiff's Property While Being Defrauded by Defendants
- Plaintiff Retained Denbeaux & Denbeaux 4/24/13
- Denbeaux Files Complaint for Plaintiff
- Plaintiff's Legal Costs Soar
- Defendants' Actions Impose IRS Fines due to late filing
- NO EXHIBIT HERE
- Plaintiff Accepts Denbeaux Withdrawal 10/24/14 (Defendants threaten sanctions & attorney fees)
  
- Plaintiff Notifies Denbeaux That She Has Not Decided How to Proceed 10/31/14
- Plaintiff Seeks Help To Combat Mortgage Fraud
- Defendants' Attorney & Plaintiff's Former Send Misleading Document that Trial Was Adjourned (JUDGE SAID IT WAS JUST A PIECE OF PAPER)
- NONE OF THE REMAINING EXHIBITS HAVE ANY DOCUMENTS

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Ex 27	<a href="#">Ex 27</a>		1	5		p. 285 - 286
Ex 28	<a href="#">Ex 28</a>		5			p. 288 - 289
Ex 29	<a href="#">Ex 29</a>		2	1		p. 292 - 325
Ex 30	<a href="#">Ex 30</a>		1	1		p. 327 - 329
Ex 31	<a href="#">Ex 31</a>					p. 311
Ex 32	<a href="#">Ex 32</a>		2	2		p. 312 - 313
Ex 33	<a href="#">Ex 33</a>		5	3		p. 315 - 318
Ex 34	<a href="#">Ex 34</a>		1	2		p. 318 - 390
Ex 35	<a href="#">Ex 35</a>		5	2		p. 392 - 399
Ex 36	<a href="#">Ex 36</a>		1	1		p. 401
Ex 37	<a href="#">Ex 37</a>		1	1		p. 428 - 429
Ex 38	<a href="#">Ex 38</a>		1	1		p. 428
Ex 38	<a href="#">Ex 38-1</a>		1	1		
Ex 38	<a href="#">Ex 38-2</a>		1	1		
Ex 39	<a href="#">Ex 39-1</a>		2	3		p. 428
Ex 39	<a href="#">Ex 39-2</a>		2	3		
Ex 40	<a href="#">Ex 40</a>		1	2		p. 410 - 413
Ex 41	<a href="#">Ex 41</a>		5	2		p. 415 - 433
Ex 42	<a href="#">Ex 42</a>		5	2		p. 417
Ex 43	<a href="#">Ex 43-1</a>		5	2		p. 438
Ex 43	<a href="#">Ex 43-2</a>		5	2		
Ex 44	<a href="#">Ex 44</a>		5	3		p. 441
Ex 45	<a href="#">Ex 45</a>		5	6		p. 442 - 447
Ex 46	<a href="#">Ex 46</a>		1	2		p. 448 - 449
Ex 47	<a href="#">Ex 47</a>		5	6		p. 450 - 456
Ex 48	<a href="#">Ex 48</a>		5	2		p. 458
Ex 49	<a href="#">Ex 49</a>		1	2		p. 459
Ex 50	<a href="#">Ex 50-1</a>		1	2		p. 492-496
Ex 50	<a href="#">Ex 50-2</a>		1	2		
Ex 51	<a href="#">Ex 51</a>		1	2		p. 498
Ex 52	<a href="#">Ex 52</a>		5	6		p. 500
Ex 53	<a href="#">Ex 53</a>		1	2		p. 502 - 528
Ex 54	<a href="#">p. 504 - 710</a>					p. 504 - 710

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1/1/18 CHANGED TO COURT List-of-Filings-for-TRIAL.xls FROM List-of-Filings-for-Trial.xls

MOTION FOR PROOF HEARING

The Plaintiff would like a jury to determine compensatory and punitive damages. No amount of money can compensate for the near death incidents and trauma that the defendants put me through. The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

Table with 3 columns: HURT TO PLAINTIFF, DAMAGES INCURRED, DAMAGES SOUGHT. Includes categories like COMPENSATORY and PUNITIVE with specific values and 'TBD' entries.

Much of the proof is provided in the Discovery document filed with the court. Several witnesses will attest to injuries and proof documents are included. Recent validation from the Federal government is attached to this document.

LOSS OF ACT INC. CONTRACTS

I invested 40 years, and in recent years, hundreds of thousands of dollars, to position ACT Inc. for lucrative, multi-year Federal task orders. ACT Inc. had been awarded Federal Supply Schedules, was positioned with multiple Federal agencies, and the Plaintiff was offered a FEMA job that would have given her a security clearance and the US Dept. Homeland Security past performance necessary to close task orders against ACT Inc.'s Federal Supply Schedule.

LOSS OF EMPLOYABILITY

As a financial, operations and information technology professional, the Plaintiff's ability to secure jobs depends on clean credit and no legal actions. While her record

STRESS INDUCED SEVERE PROLONGED ILLNESS

Defendants began deceptive actions in 2002. Their deception intensified in 2008. Despite convincing the Plaintiff that new ownership by Goldman Sachs had cleaned up their act, the deception of all defendants grew immensely. The Plaintiff did not realize the impact that the defendants' actions had on her health until her doctors began asking more probing questions.

WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?

- The deception and fraud is clearly documented
Dramatic decline in property value known to FEMA, HUD, HAMP, Owen and other defendants
Hurricane Irene, Sandy, and poor maintenance warrant repairs that will exceed \$120,000
Defendants fought with 6 law firms (see 47-PROOF), plus investigators, insurance firms and other since 2010

BECAUSE....

- Plaintiff's case exposes "in and out" mortgage fraud
28.9% of US homeowners have been foreclosed upon (There have been over 25 million foreclosures in the US since 2000)
New Jersey is #2 in foreclosures among US states
HSBC is #2 bank in the world with assets of \$2.723 trillion
Goldman Sachs is #2B bank in the world with assets of \$1.505 trillion
\$263.7 million is what Owen paid Goldman Sachs for the Litton portfolio (app 300K loans ~ \$879 per loan?)
Value of mortgage portfolios involving HSBC likely to exceed \$100 billion Forbes; HSBC sold only \$3.2 billion in 2013 Bloomberg & NYTimes & HousingWire
HSBC left the US after underwriting billions in mortgages and facilitating foreclosures
There are foreclosures pending that will allow HSBC to take even more money out of the US

Vertical table with columns: DOC REF, DOC ORIGIN, DOC ON FC, Release Category, Date Category, Release Tab, Release No. Contains a single entry '11' in the DOC REF column.



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Proof Hearing Document - 2015

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1/1/18 CHANGED TO c:\p\trial\file\CURRENT\_Files\2015\Veronica Williams\Legal\_Prepaid\Case\_Litigation\COURT\_Federal\Court\Prep\COURT\_List-of-Filings-FOR-TRIAL.xls FROM List-of-Filings-for-Trial.xls

DOC ID  
DOC NAME  
DOC ID PC  
Enhance Category  
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	Motion Cover Sheet	2
	Motion of Proof Hearing with links to Exhibits	3
	Summary of What Happened	4
	Table of Contents	5 - 7
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#### EXHIBIT A DEFENDANTS' POWER

	WORLD RANK	ASSETS
		US DOLLARS
Goldman Sachs	28	\$1,505,000,000,000
HSBC	3-Feb	\$2,723,000,000,000
Ocwen	NA	\$7,873,770
Fremont	NA	NA
J.P. Morgan Chase	9-Jun	\$2,463,000,000,000

[There have been over 25 million foreclosures in the US since 2000. That is 28.9% of all homeowners!](#)

Nearly 6 million Americans have been forced from their homes. Many were the victims of mortgage fraud. I too am one of these victims. I bought my home over 31 years ago. Now, I find myself fighting the firms that deceived me.

After 6 long years of deception, crafty legal maneuvers, and character assassination, I have won a default judgment and am seeking a proof hearing to determine damages.

This fight is about much, much more than saving my home. I have lost contracts, jobs and was hospitalized multiple times due to stress. I am "all in" to win my battle against HSBC, Goldman Sachs, Ocwen and those who have taken my income and health.

To learn more, please visit [www.FinFix.org](http://www.FinFix.org) or send an email to [BankFraud@FinFix.org](mailto:BankFraud@FinFix.org).

#### EXHIBIT A - 1

##### "IN SEARCH OF REPRESENTATION" MESSAGE SENT TO ATTORNEYS

I am in search of a NJ attorney who is honest, courageous and has won fraud cases against financial firms.

On Monday, November 17, 2014, The Superior Court of New Jersey Essex County Widnaga Law Division granted me a default judgment against Goldman Sachs, HSBC Bank USA, Ocwen, Fremont Home Loan Trust (Docket ESSX L-004753-13). The Discovery summary, with updates, is attached ([1\\_goldmansachs-story\\_xi-attorney-search.doc](#)). You may click on the hyperlinks to see the proof as you read. Or, you can download the summary with all documents attached - 503 pages--by clicking on this link: [http://finfix.org/proof/DD/Discovery-Documents\\_All\\_11-13-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_All_11-13-14.pdf). Additional information can be found at [www.FinFix.org](http://www.FinFix.org).

We need to schedule a proof hearing, file a motion to dismiss the foreclosure (Docket F-00839-13), file a motion to discharge mortgage, defeat an appeal (if necessary), and anything else the attorney advises me to do.

[I can be reached by phone at 202-486-4565 or \[VWilliams@OfficeThatWorks.com\]\(mailto:VWilliams@OfficeThatWorks.com\). Please contact me at any time, as soon as possible. I look forward to speaking with whomever can help.](#)

Thank you,  
Veronica Williams

[www.VeronicaWilliams.com](http://www.VeronicaWilliams.com)

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EXHIBIT B

PUTTING IT INTO PERSPECTIVE: Info Not Included in Discovery Document (SEE EXHIBIT C -- DISCOVERY SUBMISSION FOR DOCKET NO. ESSEX-L-004753-13)

RELEVANT ACTIONS PRIOR TO DEFENDANTS DECEIVING PLAINTIFF

Many actions transpired that created the environment for deceit and that embodies practices that results in conduct that is unfair to customers. The restructuring of long-established financial institutions; alliances with firms that do not employ best practices; and fast moving changes in ownership and a quick paced flow of funds combine to facilitate actions that do not properly record transactions and deceive customers. The opponent strategy was to acquire mortgages of homeowners with high equity and do everything possible to take their homes. At least 2 defendants admitted their roles publicly; this document interprets those admissions by finding pertinent data and connecting the dots. The environment and just a few of these actions are highlighted below:

Larry Litton Jr., Litton Loan's President, ran ads in major financial publications to boost the company's perceived value while internal operations were likely damaging customers' credit and adding unjust amounts to the loan principal. Litton Loan had systematic and systemic flaws in the firm's operations that damaged customers' financial positions and boosted Litton Loan's portfolio value. Larry Litton's ads were, therefore, a red herring that diverted attention away from the reason for trial modification offers, and focused on creating a positive public image and a perceived value for investors.

Goldman Sachs acquired a huge liability with the purchase of Litton Loan. Before transferring the Litton Loan portfolio to Ocwen, Goldman Sachs agreed to "remediate" the problem. Goldman Sachs' deal with the SEC was barely a slap on the wrist. Selling the Litton Loan portfolio to Ocwen diluted the impact of the problems temporarily while dispersing and transferring responsibility for deceiving customers to Ocwen. Creating a \$100 million fund is not enough. Every single mortgage that was once part of the Litton Loan portfolio should be discharged and written off. In other words, customers should no longer be held responsible for making any payments, now and forever more. Mortgages that were underwritten or serviced by HSBC may also need to be discharged. The defendants surely did to others what they did to me. The damage has been inflicted for years, across multiple mortgage servicing firms. The current owner of the mortgages owns the cost. The legal profession would call these damages incurred from "the fruit of the poisonous tree".

- 7-10-1850 Marine Midland began (Ex B-1: Wikipedia)
3-3-1865 The Hongkong and Shanghai Banking Corporation (HSBC) was established in Hong Kong, China (Ex-B-2: Cited) HSBC Bank USA, HSBC Bank USA, N.A. CIK#: 0001582152 (Ex-B-3: first SEC filing date 7-23-13)
12-2-1938 Ocwen Federal Bank established ( Ex-B-4: FDIC Certificate #: 30028) (Ex-B-3: first SEC filing date 7-23-13)
1967 Midland Bank purchases a one-third share in the parent of London merchant bank Samuel Montagu & Co. Limited (now HSBC Republic Bank (UK) Limited (Ex-B-5: HSBC reference)
1985 Enhance Financial Services established (Ex-B-6: CIK# 0000881889 & About)
1987 HSBC extended 51% share to full ownership of Marine Midland Bank (Ex-B-7: Cited)
Feb. 1988 Ocwen established (Ex-B-8: About, CIK# 0000873860)
1988 Litton Loan established (Ex-B-9: Profile)
2-8-1995 ENHANCE FINANCIAL SERVICES GROUP INC (Ex-B-10: CIK#: 0000881889 Ex-B-6: first SEC filing date)
1997/2007 When did Enhanced Financial Services buy Litton Loan (Ex-B-11: SEC Filing) (Ex-B-11: SEC Filing) (Ex-B-12: Money Trail)
6-4-1996 OCWEN FINANCIAL CORP Ex-B-8: CIK#: 0000873860 Ex-B-13: Initial SEC filing
1996 C-Bass was formed and "edded" Litton Loan to its holdings. (Standard & Pools evaluation)
In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1996. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007.

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- 2-16-1999 HSBC acquired (Ex-B-14: SEC listing) Marine Midland Bank (Ex-B-14: CIK# 0000062346) HSBC USA INC Ex-B-15: CIK# 0000062348 & 6-2-1996 SEC filing
- 2-17-1999 Enhanced Financial Services first SEC filing (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition)
- 7-27-1999 Republic National Bank Initial SEC filing (Ex-B-17: CIK# 0000315053) <http://www.sec.gov/about/forms/form13f.pdf>
- 12-31-1999 HSBC acquired Republic National Bank (Ex-B-18: CIK#0000083246) effective Jan. 3, 2000
- 11-1-2000 C-Bass sells Litton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (Ex-B-20: SEC filing) Litton has complied with Section 3.27 of the Pooling and Servicing Agreement by and between Residential Asset Funding Corporation, as Depositor, Credit-Based Asset Servicing and Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Litton Loan Servicing LP, as Servicer, dated November 1, 2000.
- 11-14-2000 Radlan acquires Enhanced Financial Services (Ex-B-21: PressRelease)
- 1-12-2001 SEC shows Litton Loan a subsidiary of Enhance Financial & affiliate of C-Bass (Ex-B-11: SEC filing)
- 2-26-2002 C-BASS CAPITAL LLC (Ex-B-22: CIK# 0001038155 formerly: HEMLOCK CAPITAL LLC first SEC filing)
- 12-27-2000 Goldman Sachs advised Radlan on acquisition of Enhanced Financial Services (Ex-B-23: SEC filing)
- 1-22-2001 HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CIK# 0000315053 last SEC filing)
- 12-21-2004 New Jersey Department of Banking and Insurance: NJ's Predatory Lending Law Protecting Consumers Ex-B-25: <http://www.state.nj.us/dobi/pressreleases/pr041221.htm>
- 2-16-2005 Deloitte & Touche Report on Litton Loan filed with SEC Ex-B-26: filed with SEC
- 8-25-2006 FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CIK: 0001373810 Initial SEC filing by FREMONT MORTGAGE SECURITIES CORP (Filed by) Ex-B-27: CIK: 0001099390
- 3-8-2007 The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan (Ex-B-28: Article)
- 12-11-2007 C-Bass sells Litton Loan to Goldman Sachs (Ex-B-29: Article)
- 11-21-2007 SEC Launches Probe of MGIC, Radlan (Ex-B-30: Article)
- Financiers, Wall street Journal & other publications not fooled (Ex-B-31: Article OR Article)
- 12-2007 Goldman Sachs to Cash In Big Time with Acquisition of Litton Loan (Ex-B-32: Article or Article)
- 2007 One reason that Goldman Sachs may have bought Litton Loan: C-Bass was among more than 100 mortgage lenders and investors forced to halt operations or find buyers in 2007 amid the worst housing slump in 16 years. Its majority owners were MGIC Investment Corp. and Radlan, the nation's No. 1 and No. 3- ranked mortgage insurers. - See more at: (Ex-B-32: Article or Article)
- 9-21-2008 HSBC dumps over \$40 billion in loans (Ex-B-33: Article & Article & Article)
- 7-15- New Jersey Attorney General Announces Mortgage Fraud Lawsuits (Ex-B-34: Article)
- 9-30-2009 HSBC moves headquarters to avoid fines (Ex-B-35: Article & Article & Article & Article & Article)

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- 1-27-2010 Litton Loan not favorably viewed by industry (Ex-8-36: Article & Article & Article & Article)
- 4-16-2010 SEC is charging Goldman Sachs with fraud over its structuring of CDOs, saying "the bank created and sold a mortgage investment that was secretly devised to fail." - See more at: Ex-8-37: Article [http://www.fdic.gov/bank/individual/abstract/goldman\\_sachs\\_loan\\_servicing\\_mortgage\\_investment\\_cdo.html](http://www.fdic.gov/bank/individual/abstract/goldman_sachs_loan_servicing_mortgage_investment_cdo.html)
- 6-23-2010 Larry Litton Jr., Litton Loan, claims 100,000 trial modifications, almost 1/3 of portfolio, in letter to Financial Times Ex-8-38: Article How many
- 7-9-2010 Legal Complaint alleges HSBC underwriting facilitates mortgage fraud (Ex-8-39: Legal Complaint)
- 11-9-2010 Goldman Sachs suspended evictions & foreclosures in some states (Ex-8-40: article)
- 11-12-2010 C-Base (Credit-Based Asset Servicing and Securitization LLC) files bankruptcy (sold Litton Loan in 2007) (Ex-8-41: Article)
- 3-6&13-11 Financial Firms' Errors Recognized by Many (Ex-8-42: Article & Article)
- 6-6-2011 Goldman Sachs sells Litton Loan to Owen (Ex-8-43: Article)
- 9-1-2011 Goldman Sachs Agreement with Federal Reserve intended to provide remediation to borrowers who suffered financial injury WAS INSUFFICIENT. The Federal Reserve Board announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP. Ex-8-44: Article
- 9-6-2011 Goldman Sachs playing both sides of BoFA \$8.5B settlement (Ex-8-45: Article)
- 11-10-2011 HSBC continues to dump billions in loans (Ex-8-33: Article & Article & Article)
- 8-2-2011 HSBC lays off 30,000 U.S. employees; the number will rise as time goes on (Ex-8-46: Article & Article & Article)
- 6-7-2012 Damages by HSBC recognized by people worldwide (Ex-8-47: Article & Article)
- 5-17-2013 HSBC lays off another 14,000 employees (Ex-8-46: Article & Article & Article)
- 7-23-2013 HSBC Bank USA, N.A. Ex-8-40: CNR: 0001582152 (Ex-8-48: Form 13F first SEC filing date 7-23-13) + (Affiliated with ?? HSBC established in Hong Kong, China in 1865 (Ex-8-2: Cited )
- 2-1-2014 Plaintiff's Response to Character Assassination by Defendant's attorney (Ex-8-49)
- 10-21-14 HSBC Board Member chastises protestors (Ex-8-50: Article & Article)
- 10-30-2014 Owen sets aside \$100M for possible foreclosure settlements (Ex-8-51: Article)
- 9-1-20014 HSBC Culpability Recognized Worldwide (Ex-8-51: Article & Article)
- 12-13-14 Recount of 'in and out' fraud (Ex-8-52: Article) A CHRONOLOGY, COST & CONSEQUENCE OF "ERRORS" REFERENCE EXHIBIT FROM DISCOVERY DOCUMENT
- 11/14/14 The Discovery document submitted to the Superior Court of New Jersey and to the defendants' attorney, clearly documents "errors or fraud" by the defendants. This includes a financial amortization backed by official documents of the mortgages services and offered by the defendants. At least \$208,000 of the mortgage principal balance has not been accounted for. Defendants still have not provided complete transactional reports for the mortgages in question. (Ex-C: Download )
- 2/4/15 The SBA has denied, multiple times, loans for which the Plaintiff was entitled. The SBA cites the Defendants' actions as the reason why Plaintiff's loan was denied. (Ex-D: Letter & Letter )
- 2/5/15 Witnesses will provide further collaboration. Witnesses were presented to the NJ Court and the defendants' attorney in the physical Discovery document submitted. These witnesses will present indisputable evidence of wrongdoing by defendants and the consequential damages to the Plaintiff. Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the day of testimony. (Ex-E: Download )

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Ex-8-38			5	3		
Ex-8-39			5	3		
Ex-8-40			1	1		
Ex-8-41			1	1		
Ex-8-42			1	1		
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Ex-8-45			2	2		
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Ex-8-63			5	5		
Ex-8-64			5	5		
Ex-8-65			1	1		
Ex-8-66			5	3		
Ex-8-67			5	3		
Ex-C			1	1		
Ex-D-1	Ex-D-1		2	6	C/C/Re/C/Gr/Ar/H	
Ex-D-2	Ex-D-2		2	6	C/C/Re/C/Gr/Ar/H	
Ex-E			1	1		



MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Added to USDCNJ Nov 2016 p. 1 of 3

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Documents Added to USDCNJ in Nov. 2016

Page 1 of 3

Documents Submitted to US District Court of NJ in Nov. 2016	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Brief Tab	Index No.
1_ALL-SUMMONS-SERVED-AFFIDAVITS.pdf			PC	5	7		
1_COMCAST-IDENTIFY-THEFT-ONLY_All_Redacted.pdf			PC	5	6		
1_SUMMARY_for-Robert-Rich.pdf			PC	5	6		
1_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf			PC				
ACT_Capabilities_Statements.pdf			PC	5	7		
ACT_Inc.-D&B-PPOE-Report.pdf			PC	5	7		
ACT-Certificate-of-Incorp.pdf			PC	5	7		
ACT-Inc.-Capabilities-Statement-GSA-v15-DC-NJ.pdf			PC	5	7		
ACT-Inc.-IT-Labor-Categories&Rates.pdf			PC	5	7		
ACT-Inc.-Master_Price_List_Comml_2-21-15.pdf			PC	5	6		
ACT-Inc.-MOBIS-Labor-Categories&Rates.pdf			PC	5	6		
ACT-MOBIS-BestPractices-D&B.pdf			PC	5	7		
ACT-Volume_1-Technical_Attachments.pdf			PC	5	6		
ACT-Volume_2-Price.pdf			PC	5	6		
Appeal-Hearing_23215-845_dictation_844_by_0015_sn.dct-1.wav			PC	5	5		
Appeal-NJ-redacted.pdf			PC	2	2		
Appeal-NJ-redacted.pdf			PC	2	2		
Appeal-NJ-redacted-PUBLIC.pdf			PC	2	2		
Appeal-NIS-share.pdf			PC	2	2		
ARDEC Solution Overview.doc			PC	5	7		
ARDEC-SolutionOverview.pdf			PC	5	7		
Article-PovertyPimps.pdf			PC	5	6		
CADTRAIN-Invoice-3770.pdf			PC	5	6		
Capital_One_Highlights-for-SBA.pdf			PC	5	3		D
CapOne_SETTLED_2877.pdf			PC	5	3		D
CapOne_SETTLED_4857.pdf			PC	5	3		
Case ID_4011821314_Williams Veronica_NOR.pdf			PC	5	3		
Case_2-16-cv-05301_MotionDefaultJudgment.docx			PC	2	2		
Case_2-16-cv-05301_MotionDefaultJudgment.pdf			PC	2	2		
Case-ID-4011821314_WilliamsV_NOR.pdf			PC	2	2		
CaseNo-2-16-cv-05301_Defendants-Served.doc			PC	2	2		
CENSUS_us_state_totals_2012.xls			PC	5	6		
COURT_List-of-Filings-FOR-TRIAL.docx			PC	5	2		
COURT_List-of-Filings-FOR-TRIAL.pdf			PC	5	2		
COURT_Motion-to-Dismiss-Foreclosure_Docket No. ESSEX-F - 000839-13_Aug-2016_SHA			PC	2	2		
COURT_MotionToReinstate_ESSEX-L-00475-13.pdf			PC	2	2		
COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf			PC	1	2		
Dec-Submission-Cover-letter_12-20-16.doc			PC	5	2		
Dec-Submission-Cover-letter_12-20-16.pdf			PC	5	2		
Dec-Submission-Cover-letter_12-22-16.doc			PC	5	2		
Dec-Submission-Cover-letter_12-22-16.pdf			PC	5	2		
Dec-Submission-Cover-letter_12-23-16.doc			PC	5	2		
Dec-Submission-Cover-letter_12-26-16.doc			PC	5	2		
Dec-Submission-Cover-letter_12-26-16_w-backup.doc			PC	5	2		
Denbeaux-Threatened_10-31-14_Redacted.pdf			PC	1	2		

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Added to USDCNJ Nov 2016 p. 2 of 3

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Documents Added to USDCNJ in Nov. 2016

Page 2 of 3

Documents Submitted to US District Court of NJ in Nov. 2016	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Blind or Tinted	Retain No.
DHS - USCG - McIntyre.pdf			<a href="#">PC</a>	5	6		
DHS-VOS-with-ACT-12-11-06.pdf			<a href="#">PC</a>	2	6		
DiscoverI-Presentation-Agenda.pdf			<a href="#">PC</a>	5	6		
DiscoverIT Presentation Agenda.doc			<a href="#">PC</a>	5	6		
DiscoverIT Presentation Agenda.pdf			<a href="#">PC</a>	5	6		
DiscoverIT Training for Picatinny-COACH-1-30-05.pdf			<a href="#">PC</a>	5	6		
Eligibility-Guidelines-for-Gaining-Security-Clearance_Military.pdf			<a href="#">PC</a>	1	6		
Extension-to-File_Waive-Fees_IRS-NJ_ACT_2014-2015_5-5-16.pdf			<a href="#">PC</a>	2	6		
FEMA_ClearanceDenialInfo.pdf			<a href="#">PC</a>	1	1		
FEMA_Federal-Emergency-Management-Agency-FOIA-2015-FEFO-00066-Response.pdf			<a href="#">PC</a>	2	2		
Financial-Injury.xlsx			<a href="#">PC</a>	1	1		
FoodStampLetter_11-18-16-INCREASED.pdf			<a href="#">PC</a>	5	6		
Fremont-Home-Loan-2006_0001056404-07-001672.pdf			<a href="#">PC</a>	2	1		
Fremont-Home-Loan-2006_0001056404-07-001672.txt			<a href="#">PC</a>	2	1		
Fremont-Home-Loan-Trust_in-Edgar.pdf			<a href="#">PC</a>	2	4		
Fremont-Home-Loan-Trust_in-Edgar.xlsx			<a href="#">PC</a>	2	4		
From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf			<a href="#">PC</a>	1	1		
Funding-Guarantee.docx			<a href="#">PC</a>	1	6		
Funding-Guarantee.pdf			<a href="#">PC</a>	1	6		
GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-ENCLOSURE-DIVIDER_10-30			<a href="#">PC</a>	2	6		
GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-			<a href="#">PC</a>	2	6		
GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pd			<a href="#">PC</a>	2	6		
GSA-FOIA-denied.pdf			<a href="#">PC</a>	5	7		
GSA-FOIA-denied-ltr.pdf			<a href="#">PC</a>	5	7		
GSA-Proposal-by-SIN-IT.pdf			<a href="#">PC</a>	5	6		
GSA-Proposal-by-SIN-IT.pdf			<a href="#">PC</a>	5	6		
GSA-Proposal-by-SIN-MOBS.pdf			<a href="#">PC</a>	5	6		
HAMP_Request_8-4-14.pdf			<a href="#">PC</a>	5	6		
How Does Debt Affect Military Security Clearances.pdf			<a href="#">PC</a>	2	6		
How-Does-Debt-Affect-Military-Security-Clearances.pdf			<a href="#">PC</a>	2	6		
HSBC-Acquires-US-Banks.pdf			<a href="#">PC</a>	2	4		
HSBC-Acquires-US-Banks.rtf			<a href="#">PC</a>	2	4		
HSBC-Interrogatories_12-6-13.pdf			<a href="#">PC</a>	2	7		
Insurance-Cancelled_11-1-14.pdf			<a href="#">PC</a>	2	6		
IRS-NJ_ACT_2006-2007-2008_12-12-11.pdf			<a href="#">PC</a>	5	6		
IT_ACT-Inc20060407-GSALettersOfSupply.pdf			<a href="#">PC</a>	5	6		
IT-Price-List-for-Proposals_6-29-05.xls			<a href="#">PC</a>	2	6		
IT-Price-List-for-Proposals_6-29-05_for-FedCourt.xls			<a href="#">PC</a>	2	6		
IT-Price-List-for-Proposals_6-29-05-ALL-SHEETS.pdf			<a href="#">PC</a>	2	6		
IT-Schedule.pdf			<a href="#">PC</a>	2	6		
Medical-Impact.doc			<a href="#">PC</a>	2	6		
Medical-Impact.pdf			<a href="#">PC</a>	2	6		
Medical-Impact2.doc			<a href="#">PC</a>	2	6		
MobilityEmpowersSenate.pdf			<a href="#">PC</a>	5	7		

**MASTER LIST OF CASE DOCUMENTS**

**From Master File with 14 Indices -- Added to USDCNJ Nov 2016 p. 3 of 3**

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Documents Added to USDCNJ in Nov. 2016

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Documents Submitted to US District Court of NJ in Nov. 2016	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Header Tab	Index No.
MOBS-Price-List-for-Proposals.pdf			<a href="#">PC</a>	2	6		
MOBS-Price-List-for-Proposals.xls			<a href="#">PC</a>	2	6		
MOBS-Schedule.pdf			<a href="#">PC</a>	2	6		
MotionToDismissForeclosure_ESSEX-F-000839-13.pdf			<a href="#">PC</a>	2	2		
MotionToReinstate_ESSEX-L-00475-13.pdf			<a href="#">PC</a>	2	2		
Navy-disposition-letter.pdf			<a href="#">PC</a>	2	6		
Navy-VW-submitted.pdf			<a href="#">PC</a>	2	6		
NJ-Medicaid-Recovery-Notice.pdf			<a href="#">PC</a>	5	6		
Oowen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf			<a href="#">PC</a>	5	6		
Pics-Damages_7-8-15.pdf			<a href="#">PC</a>	5	6		
Position-Opened-for-Civilians.pdf			<a href="#">PC</a>	5	6		
Proposal-Part II v4.doc			<a href="#">PC</a>	5	6		
Proposal-Part II v4_SHARE.pdf			<a href="#">PC</a>	5	6		
Proposal-Part II v4_SHARE_NOT-REDACTED.pdf			<a href="#">PC</a>	5	6		
Proposal-Part II v4_SHARE_Redacted.pdf			<a href="#">PC</a>	5	6		
Proposal-Part-II-submitted.pdf			<a href="#">PC</a>	5	6		
Proposal-Part-I-submitted.pdf			<a href="#">PC</a>	5	6		
SBA_8-10-13-DENIES_LoanApp-1000219393.pdf			<a href="#">PC</a>	2	6		
Security_Clearance_faq.pdf			<a href="#">PC</a>	2	6		
SF-86-Security-Clearance-Questionnaire.pdf			<a href="#">PC</a>	2	6		
South-Orange-Health-Officer.pdf			<a href="#">PC</a>	5	7		
TSG-NAS2-DRS18-Prod-2015-03-1338081-12673472_99755458_v3.pdf			<a href="#">PC</a>	5	6		
TSG-NAS2-DRS19-Prod-2015-07-1338081-13291232_99755458-DENIED.pdf			<a href="#">PC</a>	5	6		
UNH-Complaint_4-27-16_Redacted.pdf			<a href="#">PC</a>	5	6		
UpdateDiscoverITTrainingforPicatinny-1-30-06.pdf			<a href="#">PC</a>	5	6		
VW List of Speaking Engagements.pdf			<a href="#">PC</a>	5	7		
VW_CV.pdf			<a href="#">PC</a>	5	7		
VW_CV_full_2016.doc			<a href="#">PC</a>	5	7		
VW_FINRA-Good-Standing-Letter_Veronica-Williams.pdf			<a href="#">PC</a>	2	3		
VW_Request_Settlement_& Vacate_Judgment_toCapOne-SENT.pdf			<a href="#">PC</a>	5	3		
VW_toHSBC_HSBC_Response.pdf			<a href="#">PC</a>	1	1		
VW_toHSBC_Redacted.pdf			<a href="#">PC</a>	1	1		
VWilliams_CV_CEO_Newark-Alliance_FU2-SUBMITTED.pdf			<a href="#">PC</a>	5	6		
VWilliams_CV_CEO_Newark-Alliance-SUBMITTED.pdf			<a href="#">PC</a>	5	6		
VWilliams_Publications.pdf			<a href="#">PC</a>	5	7		
VWilliams_SpeakingEngagements.pdf			<a href="#">PC</a>	5	7		
VWilliams_SpeakingEngagements_OLD.pdf			<a href="#">PC</a>	5	7		
VWilliams-FedMaster-2014-Navy-Small-Business.pdf			<a href="#">PC</a>	5	6		
VWilliams-FedMaster-2014-Navy-Small-Business_3-2015.pdf			<a href="#">PC</a>	5	6		
Witnesses_Nov-2016.pdf			<a href="#">PC</a>	1	1		
Women Who Mean Business.pdf			<a href="#">PC</a>	5	7		

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**From Master File with 14 Indices -- Added to USDCNJ-NJ Foreclosure p. 1 of 2**

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NJ Foreclosure File Documents Added to USDCNJ File

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Documents Submitted to US District Court of NJ in Nov. 2016	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Index Tab	Index No.
1_Case-Files_Index_6-13-17.pdf		<a href="#">[Link]</a>					
Answer-DUP_8-9-13.pdf		<a href="#">[Link]</a>		1	2		
Answer_8-9-13.pdf		<a href="#">[Link]</a>		1	2		
Appeal-of-Foreclosure-Stamped-1.pdf		<a href="#">[Link]</a>		2	2		
Appeal-of-Foreclosure-Stamped-2.pdf		<a href="#">[Link]</a>		2	2		
Assignment-Mtg_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Case-Mgmt-Order.pdf		<a href="#">[Link]</a>		1	2		
Case-Summary_6-9-17.pdf		<a href="#">[Link]</a>		1	2		
Certification-of-Diligent-Inquiry&Accuracy.pdf		<a href="#">[Link]</a>		1	2		
Certification-of-Fair-Foreclosure-Notice_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Certification-of-Mailing-Mediation-Docs_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Certification-of-Non-Military_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Certification-Proof-of-Mailing_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Certification-to-Allow-Costs-in-Judgment_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Certifications-FixErrors.pdf		<a href="#">[Link]</a>		1	2		
Certifications-of-Certified-Mail.pdf		<a href="#">[Link]</a>		1	2		
CertificationsFictitious-Spouse.pdf		<a href="#">[Link]</a>		1	2		
CMPost-D&D-CORP_10-2-13.pdf		<a href="#">[Link]</a>		1	2		
CMPost-D&D_10-3-13.pdf		<a href="#">[Link]</a>		1	2		
CMPost-D&D_8-24-13.pdf		<a href="#">[Link]</a>		1	2		
CMPost-S&E-Proceed_8-24-13.pdf		<a href="#">[Link]</a>		1	2		
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CMPost-S&E_8-24-13.pdf		<a href="#">[Link]</a>		1	2		
CMPost_8-13-13.pdf		<a href="#">[Link]</a>		1	2		
Complaint_1-9-2013.pdf		<a href="#">[Link]</a>		1	2		
Confirm-Case-Mgmt-Conf.pdf		<a href="#">[Link]</a>		1	2		
Confirm-Plaintiffs-Motion-for-Summary-Judgment.pdf		<a href="#">[Link]</a>		1	2		
Corresp-General-Cost Sheet_10-27-14.pdf		<a href="#">[Link]</a>		1	2		
Corresp-General-Reply-Letter_10-17-14.pdf		<a href="#">[Link]</a>		1	2		
CORRESP-GENERAL_9-14-16.pdf		<a href="#">[Link]</a>		1	2		
ERRORS&MISTRUTHS.docx		<a href="#">[Link]</a>		1	2		
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ERRORS&MISTRUTHS_5-9-17.pdf		<a href="#">[Link]</a>		1	2		
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Judgment-Entered_10-27-14.pdf		<a href="#">[Link]</a>		1	2		
Judgments Proof-Amt-Due.pdf		<a href="#">[Link]</a>		1	2		
Judgments-Certification-Mail_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Judgments-final.pdf		<a href="#">[Link]</a>		1	2		
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Judgments-Proof-of-Mailing_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Judgments_9-17-14-copy.pdf		<a href="#">[Link]</a>		1	2		
Judgments_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
Judgments_Adj-Rate-Note_9-17-14.pdf		<a href="#">[Link]</a>		1	2		
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**MASTER LIST OF CASE DOCUMENTS**

**From Master File with 14 Indices -- Added to USDCNJ-NJ Foreclosure p. 2 of 2**

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NJ Foreclosure File Documents Added to USDCNJ File

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Documents Submitted to US District Court of NJ in Nov. 2016	DOC REF	DOC ONLINE	DOC ON PC	Evidence Category	Case Category	Brief Tab	Bates No.
Letter-from_S&E_1-29-14.pdf		<a href="#">[Link]</a>		1	2		
Motion to Reverse Judgment & Dismiss_9-7-16.pdf		<a href="#">[Link]</a>		1	2		
Motion to Reverse Judgment & Dismiss_9-7-16_copy.pdf		<a href="#">[Link]</a>		1	2		
Motion-Affidavit_12-11-13.pdf		<a href="#">[Link]</a>		1	2		
Motion-Answer_12-11-13.pdf		<a href="#">[Link]</a>		1	2		
Motion-ARN-ExA_12-11-13.pdf		<a href="#">[Link]</a>		1	2		
Motion-Brief-in-Support.pdf		<a href="#">[Link]</a>		1	2		
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Motion-Certification_12-11-13.pdf		<a href="#">[Link]</a>		1	2		
Motion-Certs_6-6-13-COPY.pdf		<a href="#">[Link]</a>		1	2		
Motion-Certs_6-6-13.pdf		<a href="#">[Link]</a>		1	2		
Motion-Complaint-Mtg-Forecl_12-11-13-2.pdf		<a href="#">[Link]</a>		1	2		
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Notice-of-Motion_12-11-13.pdf		<a href="#">[Link]</a>		1	2		
NTC-FORECLOSURE-DKT-ASGN.pdf		<a href="#">[Link]</a>		1	2		
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Obj-Motion_7-9-13.pdf		<a href="#">[Link]</a>		1	2		
Objection-to-Amount-Due_10-2-14.pdf		<a href="#">[Link]</a>		1	2		
One-Day-Extension.pdf		<a href="#">[Link]</a>		1	2		
Order-Court_2-6-14.pdf		<a href="#">[Link]</a>		1	2		
Orders-Signed_2-6-14.pdf		<a href="#">[Link]</a>		1	2		
Orders-Signed_8-8-13.pdf		<a href="#">[Link]</a>		1	2		
Proof-of-Amt-Due-by-Kevin-Flanagan_10-1-14.pdf		<a href="#">[Link]</a>		1	2		
Request&Certification-of-Default.pdf		<a href="#">[Link]</a>		1	2		
REQUEST-FOR-DEFAULT.pdf		<a href="#">[Link]</a>		1	2		
Return-Service.pdf		<a href="#">[Link]</a>		1	2		
Stlps-Sett-Dism1.pdf		<a href="#">[Link]</a>		1	2		
WRIT-OF-EXECUTION-MISSING-INFO_10-27-14.pdf		<a href="#">[Link]</a>		1	2		
WRIT-OF-EXECUTION_10-27-14.pdf		<a href="#">[Link]</a>		1	2		
X-Code-Doc_6-23-13.pdf		<a href="#">[Link]</a>		1	2		
X-Code-Doc_6-6-13.pdf		<a href="#">[Link]</a>		1	2		
X-Code-Doc_7-15-13.pdf		<a href="#">[Link]</a>		1	2		
<b>PROVE THIS</b>							
<b>IMPORTANT TO SHOW</b>							
<b>KEY DOCUMENT</b>							

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Court List of Filings-12-20-16 p. 1 of 8 (indice 9)

As of 5/28/2018

US Federal Court Filing 12/20/16

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1/10/18 ADDED & CHANGED TO c:\p\trial\file\current

DUPLICATE TABLE WITH PAGE				
Doc. No.	No. Pgs	Documents	Date	Download
<b>MOTIONS &amp; APPEALS TO NJ COURTS</b>				
55		Appeal of Court Orders LALINE I. NO. EDGGA-L-00475-13 & MOTIONS TO WAIVE FEES	4/19/2018	<a href="http://www.ftrfx.org/Appeal-NJ.pdf">http://www.ftrfx.org/Appeal-NJ.pdf</a> C:\trial\file\current\AppealNJ\AppealNJ.pdf 30 pgs. 4/19/18 & Appeal NJ updated.pdf
33		Appointing of Receiver Judgment Docket No. F - 000839-13	5/17/2018	<a href="http://www.ftrfx.org/Appeal-NJ.pdf">http://www.ftrfx.org/Appeal-NJ.pdf</a> C:\trial\file\current\AppealNJ\AppealNJ.pdf 33 pgs. 5/17/18 & Appeal NJ updated.pdf
50		Appeal to NJ Supreme Court LALINE I. NO. EDGGA-L-00475-13 & Plaintiff No. FRRFXJF -	7/2/2018	<a href="http://www.ftrfx.org/Appeal-NIS.pdf">http://www.ftrfx.org/Appeal-NIS.pdf</a> C:\trial\file\current\AppealNIS\AppealNIS.pdf 50 pgs. 7/2/18 & Appeal NIS share.pdf
29		Motion to Reinstate Essex-L-00475-13	8/28/2018	<a href="http://www.ftrfx.org/MotionToReinstate_ESSEX-L-00475-13.pdf">http://www.ftrfx.org/MotionToReinstate_ESSEX-L-00475-13.pdf</a> C:\trial\file\current\MotionToReinstate_ESSEX-L-00475-13.pdf 8/28/18
9		Motion to Dismiss Foreclosure	8/18/2018	<a href="http://www.ftrfx.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf">http://www.ftrfx.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf</a> C:\trial\file\current\MotionToDismissForeclosure\MotionToDismissForeclosure_Docket No. ESSEX-F - 000839-13, Aug-2018, SHARED
<b>OTHER SUPPORTING DOCUMENTS</b>				
		GSA MOBIS Agreement		<a href="http://ftrfx.org/proof/ADDL/MOBIS-Schedule.pdf">http://ftrfx.org/proof/ADDL/MOBIS-Schedule.pdf</a> C:\CriticalFile\CURRENT_Post2010\ACT Master Documents - NEW\Contract\GSA Contracts\ MOBIS Schedule.pdf & <a href="http://ftrfx.org/proof/ADDL/MOBIS-Price-List-for-Proposals.pdf">http://ftrfx.org/proof/ADDL/MOBIS-Price-List-for-Proposals.pdf</a> C:\CriticalFile\CURRENT_Post2010\ACT Master Documents - NEW\Contract - Price List\ MOBIS-Price-List-for-Proposals.xls
		GSA IT Agreement		<a href="http://ftrfx.org/proof/ADDL/IT-Schedule.pdf">http://ftrfx.org/proof/ADDL/IT-Schedule.pdf</a> C:\CriticalFile\CURRENT_Post2010\ACT Master Documents - NEW\Contract\GSA Contracts\ IT-4-Schedule.pdf
		GSA IT Agreement addendums		<a href="http://ftrfx.org/proof/ADDL/IT_ACT-inc20060407-GSALetterOfSupply.pdf">http://ftrfx.org/proof/ADDL/IT_ACT-inc20060407-GSALetterOfSupply.pdf</a> C:\CriticalFile\CURRENT_Post2010\ACT Master Documents - NEW\Contract - Price List\GSA ALL FILES In IT_ACT Inc20060407-GSALetterOfSupply.pdf & <a href="http://ftrfx.org/proof/ADDL/IT-Price-List-for-Proposals-6-29-05-ALL-SHEETS.pdf">http://ftrfx.org/proof/ADDL/IT-Price-List-for-Proposals-6-29-05-ALL-SHEETS.pdf</a> C:\CriticalFile\CURRENT_Post2010\ACT Master Documents - NEW\Contract - Price List\IT Price List for proposals 6-29-05.xls
		GSA denies copy of IT Schedule		<a href="http://ftrfx.org/proof/ADDL/GSA-FOIA-denied.pdf">http://ftrfx.org/proof/ADDL/GSA-FOIA-denied.pdf</a> & <a href="http://ftrfx.org/proof/ADDL/GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf">http://ftrfx.org/proof/ADDL/GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf</a> & IT_GSAit20.pdf & GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf

DOC REF	DOC ONLINE	DOC ON PC	Database Category	Case Category	Master Tab	Index No.
			5	2		28
			5	2		21
			5	2		50
			5	2		29
			5	2		9
			1	6		1
			1	6		1
			1	6		1
			1	6		189
			1	6		60
			1	6		4
			1	6		2

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Added at Feb. 9, 2018 Hearing

As of 3/28/2018

Documents Added for Feb. 9, 2018 Hearing

Page 1 of 1

Documents Submitted to US District Court of NJ on 1/16/18	DOC REF	DOC ONLINE	DOC ON PC	Reference Category	Case Category	Shedder Tab	Reflex No.
COURT_List-of-Filings-FOR-TRIAL-CURRENT.xlsx			PC	TBD	TBD		
CURRENT COURT_List-of-Filings-FOR-TRIAL.xlsx			PC	TBD	TBD		
Dune-Capital.docx		OL	PC	4	2		
Equifax_2017-USDCNJ.pdf		OL	PC	2	6		
Experian_2017-USDCNJ.pdf		OL	PC	2	6		
TransUnion_2017-USDCNJ.pdf		OL	PC	2	6		
Financial-Injury-MASTER_2017.xlsx		OL	PC	1	6		
Financial-Injury_Size_Standards_Table_2017.xlsx		OL	PC				
Financial-Injury_Size_Standards_Table_2017.pdf		OL	PC				
Fremont-In-Edger.docx		OL	PC	1	6		
Innovis_2017-USDCNJ.pdf		OL	PC	2	6		
Mortgage-Creation-Finfix_v3-slides_DRAFT.pptx		OL	PC	1	1		
Mortgage-History-Ledger-ALL.xlsx		OL	PC	1	1		
Plaintiff Updates Financials		OL	PC	5	7		
COURT_Complaint-Comparison_81-11 & 4753-13		OL	PC	5	7		
Plaintiff Appealed Judge Mitterhoff Decision		OL	PC	5	2		
Plaintiff Appealed Foreclosure		OL	PC	5	2		
Plaintiff Notified of NJ Hearing AFTER It Was Held		OL	PC	5	7		
NJ Supreme Court Denied Plaintiff Due Process		OL	PC	5	2		
COURT_US-AG_HELP_UPD_5-26-15		OL	PC	5	2		
Appeal of Court Orders to NJ Superior Court		OL	PC	5	2		
VW_Marquis-Lifetime-Achievement-Award.pdf		OL	PC	5	6		
VWilliams_Financial-Economics-Operations-Expertise.doc		OL	PC	5	7		
VWilliams_Financial-Economics-Operations-Expertise.pdf		OL	PC	5	7	<a href="#">m/downloads/v</a>	
Williams_Press-Release-MARQUIS_LAA-2017.pdf		OL	PC	5	7		
VW Employment History 1969 – 2017		OL	PC	5	7		
VW online video		OL	PC	5	5		
Witnesses-Board-Defendants.xlsx		OL	PC	1	1		
Witnesses-Rule-26-Comply_1-12-18.xlsx		OL	PC	1	1		
The Perils of Health Care under Medicaid		OL	PC	4	7		
Medicaid Is An American Right		OL	PC	4	7		
Case Highlights – US District Court of New Jersey Case No. 16-cv-00001		OL	PC	4	7		
DHS Vendor Outreach notes added (Court Use of Filings 12/20/16)		OL	PC	6	2		
GSA Settlement		OL	PC	1	1		
ADD COUNT: False Inducement to Action		OL	PC	1	1		
VW Sought Mediation			PC	5	7		
PROVE THIS							
IMPORTANT TO SHOW							
KEY DOCUMENT							





## ATTACHMENT VII

### CASE SUMMARIES

**Plaintiff will prepare a consolidated summary during discovery**

TITLE OF SUMMARY	NO. PAGES	PAGES
<b>CURRENT SUMMARY UPDATED FOR DEFENDANTS</b>	<b>6</b>	<b>100 – 108</b>
<b>ATTORNEY SUMMARY As of 8/29/16</b>	<b>1</b>	<b>109</b>
<b>CASE HIGHLIGHTS</b>	<b>2</b>	<b>110 –111</b>
<b>OVERVIEW OF V. WILLIAMS vs HSBC, GOLDMAN SACHS, OCWEN, LITTON LOAN, FREMONT et. al.<sup>102</sup> (prior to August 2016)</b>	<b>8</b>	<b>112 – 119</b>

This case involves a lot of moving parts and people, and encompasses a global footprint. The research, analysis and documents written have taken a very long time. I, the Plaintiff, have spent at least 5X more time on these case documents than I spent on my first two books combined.

Since I did not have enough time or resources to write a current, comprehensive summary, I have included summaries on the following pages that have been prepared over the 13 years of this case.

The highly categorized, ranked, automated set of indices that I have prepared and updated over the years of this case will facilitate the integration of information collected from witness testimony and subpoenas. Overview of indices is on the first page of [Attachment VI](#).

Once the remaining information has been collected, it will be integrated with existing data to contribute to the foundation of a new, consolidated, comprehensive summary.

<sup>102</sup> See pp.72 – 89 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

## **CURRENT SUMMARY UPDATED FOR DEFENDANTS – UNEDITED**

**This explanation was prepared in response to Defendants’ Motions in USDCNJ filings #87 & #88. It is extracted from the case files. This response is accompanied by yet another complaint revised by adding numbered paragraphs.**

### **INTRO FOR NEW COMPLAINT**

The Defendants’ fraud has been perpetuated by *at least* 13 entities over a 13 year period. To better explain the complexities of their actions, I have written this excerpt from the case files.

### **WITNESSES’ IDENTIFIES PROTECTED**

I have been careful not to identify the names of witnesses in this write-up for good reason. Some of my desired witnesses are afraid to testify. So far, 2 witnesses who have been threatened, are still willing to testify, and are not on my subpoena list. They are on my list of witnesses who are willing to testify without a subpoena.

### **SUMMARY OF FRAUD BY DEFENDANTS**

Litton Loan (“Litton”) kicked off this reign of fraud (2005) when it began falsely increasing the principal balance of my mortgage by failing to record payments received. Rather than become enthralled in Litton’s deception, I decided to refi to get it out of their hands.<sup>103</sup> I had offers from Chase and Fremont Investment and Loan. I chose Fremont. The former Fremont employee who initiated the fraudulent mortgage was referred by a long-time colleague and friend. My requirement in a mortgage company was to provide a firm, fixed rate mortgage at a rate that was competitive with what Chase offered (~ 6%). That requirement was reaffirmed with Fremont and other contenders clearly and repeatedly. Only Chase and Fremont offered loans that met my requirements. I chose Fremont because Chase made costly loan errors in the past and the Fremont employee was a referral from a colleague. I had several communications with this person for about 3 months before meeting to execute the mortgage. I met the Fremont employee in their New Jersey office, greatly extending my bi-weekly drive between NJ and DC.

After signing the first page I immediately noticed that it was for an adjustable rate note at the 7% interest rate. I stopped immediately; confronting the Fremont employee and told this person I would continue to DC and refinance with Chase. This person apologized profusely. I refused to proceed unless this person called Fremont headquarters in California to reconfirm my deal. I waited a considerable amount of time and this person went to have the conversation and returned after a

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<sup>103</sup> REF: This is one of the items that was included in the case filings; many are referenced in this document.

while with the mortgage we had agreed upon<sup>104</sup>. When I asked for the page that I had signed, this person said they had already destroyed it. I signed the remaining pages and agreed to sign the [financials] page after this confirmed the approximately \$35K principal balance to be transferred and the amount to be advanced. This person thought Fremont could advance a larger amount.

I called Fremont in California a few days later, from DC, to confirm that the mortgage agreed upon had indeed been received. This was within the timeframe that the law allowed me to cancel the mortgage. Another Fremont employee, also on my subpoena list, confirmed that the correct loan agreement had been received. This person also told me that I would not receive the advance for several weeks and that the first bill would be sent soon after that.

When I received the first bill, I was irate. The payment amount did not match the principal or the interest rate. I called Fremont in California to let them know the problem and that I wanted to cancel the mortgage. The Fremont CA contact apologized profusely. This person told me it was not possible to cancel because funds had been transferred. They did offer to adjust and correct the rate with a refinance. After an extremely apology and explanation of how their error would be fixed, I learned that their solution would only cost me 1 month's interest. I agreed with one stipulation. I gave them a deadline to get it done and fax me the note. Little did I know then that Fremont was under investigation by the [Federal Deposit Insurance Corporation](#) (FDIC)!

As I dealt with the passing of my father (Jan. 2007); my property being listed with a new realtor (~2007); moving forward in the acquisitions process with multiple Federal agencies; and executing the mortgage (March 2007), I never imagined that this regulated financial services firm was facing a cease and desist order. I was assured that the mortgage had been corrected and filed. I had received a copy of the revised mortgage (without payoff and advance) and would receive the advance and payoff, then a copy of the filed document.

The next thing I knew, Litton Loan, the company that I escaped from with the refinance, contacted me to tell me that Fremont was out of business and they owned my mortgage again!

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<sup>104</sup> First attempt to correct mortgage by Fremont included in USDCNJ Filing #41 <http://finfix.org/proof/USDCNJ/USDC-Doc41.pdf>.

## LITTON LOAN BACK IN THE DRIVER'S SEAT

I explained to the new Litton Loan employees what happened with Fremont and with Litton Loan before that. They understood that I had names and copies of communications including the *corrected* mortgage. I told them that I would not pay until my mortgage had been properly corrected. Payment of the mortgage would have confirmed that I agreed with it. After some checking, Litton Loan had a different person contact me. I was told they would not change the principal amount but they would restructure the mortgage to fit the cash flow requirement for my budget. This let me know that they had inflated the principal balance because making the effort to correct it would prove their crime. I was now very close to receiving a Federal task order and Federal contract job offer that would allow my firm to receive strategic and lucrative task orders. This was a major step towards completing my retirement plan. One Federal senior contracting officer had told me that a small task order for my firm was \$5M. My firm had qualified for task orders in excess of \$20M<sup>105</sup>. So eating the \$300,000 loss from fraud by Litton Loan and Fremont was an unfortunate no brainer. Litton Loan committed that they would restructure my mortgage. I knew that I would be able to pay it off in less than 2 years.

After several weeks, Litton Loan representatives told me that they would get me a HAMP<sup>106</sup> refinance of my mortgage but it would take a little longer. When I expressed concern about the longer time and my ability to qualify, I was assured that Litton Loan would refi the mortgage themselves if HAMP was not approved<sup>107</sup>. At this point, I needed the refi to pass the Federal security clearance required to finalize the contract job offer that I was going to receive from the U.S. Department of Homeland Security. It was too late to refi with another firm. Besides, Litton Loan representatives assured me that now they were owned *and backed* by Goldman Sachs<sup>108</sup>. They assured me that their bad reputation was behind them because Goldman Sachs *ensured they would deliver*<sup>109</sup>. I confirmed that Litton Loan was fully held by Goldman Sachs. Accepting their overstated refi mortgage was the best course of action that would not interfere with what I needed to do to secure my firm's task orders that I had worked decades to obtain.

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<sup>105</sup> See commitment letter from financier submitted to Federal government on page 9 of [http://www.fifix.org/proof/ADDL/Proposal-Part%20II%20v4\\_SHARE.pdf](http://www.fifix.org/proof/ADDL/Proposal-Part%20II%20v4_SHARE.pdf)

<sup>106</sup> HAMP is the Home Affordable Mortgage Program initiated in 2009 and delivered by the U.S. Federal government. <https://www.makinghomeaffordable.gov/pages/default.aspx>

<sup>107</sup> In response to Litton Loan's assurances that they would offer a modification if the Plaintiff was not accepted by HAMP, Plaintiff submitted several responses including [Ex9](#) and [Ex10](#) and [Ex11](#) and [Ex12](#) and [Ex13](#) and ZZ (from the Discovery first filed I 2014).

<sup>108</sup> See p. 18 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

<sup>109</sup> Ibid.

I proceeded, doing everything that Litton Loan required<sup>110</sup>. Despite many verbal and even a written assurance<sup>111</sup>, Litton Loan took my money, foreclosed, and then illegally cashed my checks all while they contended the refi papers were being processed. I then began to lose everything<sup>112</sup>

As the underwriter of my troubled mortgage, I tried to enlist the help of HSBC. I made several phone calls to HSBC employees followed by a letter on June 10, 2010 to [Brendan McDonagh, HSBC CEO, asking that they intervene](#). I had many conversations, explaining the responsibility of the underwriter and questioning the directives given to mortgage originators. I had just visited the State of New Jersey Hall of Records for Essex County and knew that the mortgage had not been filed. I knew that HSBC had a responsibility to uphold errors with mortgages they had underwritten and were likely carrying on their balance sheet. This was more important since Fremont had been put out of business by the Federal Deposit Insurance Corporation (FDIC). I had appealed to HSBC's business motives in my letter to McDonagh rather than threaten them by pointing out their responsibility. [McDonagh left HSBC in 2010](#). The following year, [HSBC laid off 30,000 employees](#). The U.S. Senate named McDonagh in a [report on HSBC's compliance failures](#) in 2012. Clearly, problems with HSBC's operations ran deep. After many calls and over a year after receiving my letter, [HSBC declined](#) to intervene on August 3, 2011. This is particularly devious now that HSBC is paying the legal fees for all Defendants.

Not too long after that response, I began receiving collection notices and calls from Ocwen. After Litton Loan and Goldman Sachs failed to show up at our court hearing at New Jersey Superior Court, I learned that Goldman Sachs had sold Litton Loan to Ocwen. Now I was faced with having to restart the process of fixing errors in my mortgage with Ocwen. This was weeks after HSNC declined to intervene. I made many calls to Ocwen in an effort to identify who had the authority to rectify my problem. I sent facsimiles and emails to Ocwen's Executive Office. Finally, on September 24, 2012 I received a confirmation email from [Erby, Ocwen CEO](#) but no one has responded. Ocwen was added as a defendant in the complaint filed in 2013. Their *collection efforts continue*<sup>113</sup> to stop me from obtaining credit necessary to effectively run my business. Experian affirmatively confirmed<sup>114</sup> in January 2018 that Ocwen *will not* be removed from my credit report.

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<sup>110</sup> Ibid footnote #103 REF.

<sup>111</sup> Ibid footnote #103 REF.

<sup>112</sup> Ibid footnote #103 REF.

<sup>113</sup> A few calls were listed in the 2014 Discovery document filed with the State of New Jersey, [voicemails from Ocwen](#).

<sup>114</sup> Letter will be provided upon request from authorized party. [Click if you have been approved](#).

**CHAIN OF FRAUD IN 1<sup>st</sup> 5 YEARS: LITTON TO FREMONT TO LITTON TO OCWEN**

Litton Loan (2005 – 2007 & 2008 – 2011) and Fremont Investment and Loan, based on the documents submitted, *appeared to have collaborated* to increase my mortgage balance by over **\$261,000**. At the very least, they were each guilty of falsely inflating the principal balance of my mortgage. Fremont [forged](#) my signature and manipulated pages to create a fraudulent mortgage *and file it years later*. I do not know how much of the \$300K+ went to Fremont and how much went to Litton Loan. That may be revealed in the cross examination of witnesses or in the analysis of records received from subpoenas.

In response to a **sanction** from the Federal Reserve, Goldman Sachs stopped Litton Loan from originating mortgages in 2011. The Federal Deposit Insurance Corporation **put Fremont out of business in 2007**. Both companies repeatedly **promised** to correct the “error” until I was fed up. So I **filed a legal action** (in 2010 and again in 2013) with the NJ Courts. When the NJ Courts foreclosed in 2009 at a hearing that I could not attend (I abruptly ended a trip and was driving from Florida), I tried to encourage the defendants to admit the problem and cancel the foreclosure. I expected the first foreclosure would be delayed and rescheduled when I could attend. That did not happen. Soon afterwards I visited the Essex County Hall of Records in Newark, NJ and learned that the mortgage had not been filed as required. So I prepared to take legal action. This started 7 years of me being **denied due process by the NJ Courts**.

The Defendants ignored me and continued increasingly aggressive collection actions for a mortgage that I have since learned in 2017 was forged and fraudulent. This had been explained to all of my lawyers, to Mr. Seiden (at the time, the lawyer for all defendants), and has been explained throughout the case file. My recent count applies laws that fit what the Defendants’ did. Each group of lawyers that I hired should have applied the laws that underlie my recent count as well as appropriate laws cited in footnote #11<sup>115</sup>. My case reveals a pattern of property grand theft that is vastly different than the foreclosure legal defense that most attorneys seem to be boxed into. I reiterate that I am prepared to present my case and should be allowed to proceed to trial as soon as possible.

A narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). It will be delivered with the names of the Defendants at trial.

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<sup>115</sup> See Federal Laws – **18 U.S. Code §** – listed under Footnote 11 titled Federal Statutes of Limitations.

**IN SHORT: DELIBERATE, SYSTEMIC FRAUD**

Litton Loan and Fremont Investment and Loan each added unwarranted amounts – over \$200K – to the principal balance of my mortgage and then went out of business. The US DOJ gave Fremont a cease and desist order shortly after I moved my mortgage to them to get it out of the hands of Litton Loan. Goldman Sachs bought Litton Loan and they bought my mortgage from Fremont. Litton Loan assured me that they were reputable now that Goldman Sachs owned them. So rather than refinance with Chase, I agreed to refinance with Litton Loan to get a better rate and access equity easily. Choosing Litton also allowed me to proceed quickly without endangering the impending revenue for my firm. Litton Loan agreed several times to give me a modification. To my surprise and chagrin, days before my Federal security clearance was to be approved, Litton Loan foreclosed just in time for financial firms to be eligible for impending TARP funding and preferred treatment. In defiance of NJ laws, Litton cashed my mortgage payments *after* they foreclosed. I subsequently lost a Federal job, task orders, my firm's Federal Supply Schedules, committed financing and more. After trying to work out a resolution with Litton Loan and Goldman Sachs for over 3 years, I filed a complaint with the NJ Superior Court in 2010. This summary refers to Fremont Investment and Loan (Fremont) that is now out of business. The defendant, Fremont Home Loan Trust Mortgage Backed Certificates, continues to lay claim to fraudulent mortgage to which it is not entitled.

I was repeatedly denied due process by the State of New Jersey. Virtually all hearings were held without notifying me, my presence or my input. **U.S. certified mail was lost<sup>116</sup>** (filing #39) by the State of New Jersey Capital Post Office. The reasons for denying my appeals revealed administrative incompetence, or at the very least, a failure to disseminate information. Also, a Judge **denied me from attending a hearing** when I was representing myself!

My legal representation was subpar. The defendants' attorneys and my attorneys *appear to have* conspired to complete the theft of my home. Their failure to schedule mediation, and presenting me with a fake legal document, are just two examples of questionable behavior. A third is that neither my attorneys nor the defendants' attorneys (when I was Per Se) notified me of hearings and court decisions. As I was denied due process by the NJ Courts, Goldman Sachs **sold the fraudulent mortgage to Ocwen** (2011 – Now). Ocwen has **continued collection efforts** despite my

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<sup>116</sup> See USDCNJ Filing #37 or [OL](#) & pp.3640 – 3647 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

complaints. So I **filed to remove my legal action to the U.S. District Court of New Jersey** in August 2016. Now, 13 years later, I am still fighting for my day in Court to have my case heard by a jury of my peers.

### **DECEPTIVE DEFENSE TACTICS**

Since 2010, the defendants' attorneys have failed to show up at hearings, repeatedly failed to notify me of hearings they scheduled, blocked me from mediation and much more. When their lawyers were successful in being excused after not showing up for my hearing in 2010, I began notifying Federal agencies. The US Dept. of Justice opened an investigation into my case in May 2015. At least 3 law firms have been hired by the defendants to stop me. I have been denied due process by the NJ Courts, including appealing to the NJ Supreme Court with no response. Finally, on August 25, 2016 I filed to remove my case to the Federal District Court. My case files contain indisputable evidence; over 3,500 pages were submitted to the Federal Court. This represents only 2% of my documentation.

I did not know that Stern & Eisenberg had been retained to foreclose until just before retaining Denbeaux & Denbeaux. Rather than verifying that their client was entitled to foreclose, Stern & Eisenberg engaged in deceitful and fraudulent tactics to obtain the illegal foreclosure. Details are provided through the files of this case. Case files include files from NJ cases [F-000839-13](#)<sup>117</sup> and [L-004753-13](#)<sup>118</sup>. I never received most of the correspondence alleged to have been sent to me in the Foreclosure case filings in [Attachment V](#). I thought the corrected mortgage agreement was in Litton Loan's files and knew that it had not been filed with Essex County New Jersey as of 2010. I expected Denbeaux and Denbeaux to resolve everything so I focused on my health after retaining this law firm.

### **DAMAGES ARE CATASTROPHIC**

The defendants' actions have prevented me from getting a job, from closing sustainable contracts, and proceeding with the contracts that I worked over 30 years to attain. The defendant's actions caused severe illness that almost took my life (attested to by doctors and medical reports). In short, the defendants' actions imposed severe damages for which I am seeking tens of millions of dollars.

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<sup>117</sup> Case files may be viewed at <http://finfix.org/proof/NJ-CASE-F-000839-13>.

<sup>118</sup> Case files may be viewed at <http://finfix.org/proof/NJ-CASE-L-004753-13>



The documents that have been filed with the NJ Courts and the US Dept. of Justice are included in my list of court documents. This document can be downloaded at [http://www.fifix.org/COURT\\_List-of-Filings.docx](http://www.fifix.org/COURT_List-of-Filings.docx). It includes links to download all documents that I have filed, or to which I been made privy. Highlights about my case can be found at [www.FinFix.org](http://www.FinFix.org). I will show how this case fits [RICO](#) laws. Since the defendants have stripped me of my assets and driven me to welfare, I have conducted virtually of this action per se. In short, damages to my finances and health are catastrophic.

## **REQUEST THAT THE COURT ACCEPTS MY COMPLAINT**

Since the defendants have forced me to continue my pursuit of justice Per Se, after exhausting my financial resources, and pushed my health to the limit, I ask the Court to accept this **sixth filing** of my complaint since 2010. The 3<sup>rd</sup> complaint filed since 2016.

This explanation has been added and the paragraphs have been numbered. The original documents attached to the complaint submitted in August 2016 are also still included All filings and submissions filed since August 2016 are also included. This complete, revised complaint including all files are included on the enclosed, royal blue thumb drive labeled "U.S. Div. No. 2:16-cv-05301-ES-JAD, Documents filed May 4, 2018".

This response references over 4,000 pages of evidence and legal response that have been filed with the U.S. District Court of New Jersey and others. Also referenced is a narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). I now **battle life threatening, stress induced illnesses**; have exhausted my savings and retirement; and now am struggling to survive on public assistance.

**GETTING READY FOR TRIAL**

I have found former employees of the Federal government, the State of New Jersey, Litton Loan, Fremont and others who were involved in or aware of the fraud and problems with the Defendants. Some are willing to testify, others require subpoenas.

I have found a few of the Litton Loan employees who worked on my account the first time Litton purchased my mortgage (2005) and a few who worked on my account the second time Litton acquired my mortgage (2008 – 2009). Some are included in my subpoena list. The others will be contacted if necessary. Many of my notes and documents that include their names have not been filed with the Courts.

I have tracked down and connected with several former Fremont employees and have spoken with at least one. Only 3 of those directly involved are on the subpoena list. The spouse of one of the Fremont employee's was in the referral chain. Both are on my subpoena list. The person who made the referral is willing to testify without a subpoena. If necessary, I can subpoena more former Fremont employees.

**I implore the Court to accept my revised complaint, deny the Defendants' Motions to Dismiss, and allow me to proceed to trial.**

View updates to this summary at <http://www.fifix.org/Case-Highlights.html>  
hyperlinks to supporting documents will be added

**ATTORNEY SUMMARY As of 8/29/16 [TO VIEW](#)**

I am a financial and business professional who has filed legal complaints against HSBC, Goldman Sachs, Ocwen, Litton Loan, Fremont et. al. for mortgage fraud and a few other counts. **THE UNITED STATES FEDERAL COURT HAS JUST ACCEPTED MY CASE** (U.S. District Court, District of New Jersey, Case No. 2:16-cv-05301-ES-JAD). This is a summary of how the defendants have used deceptive tactics in trying to steal my home as well as evading legal action.

**DELIBERATE, SYSTEMIC FRAUD**

Litton Loan and Fremont Home Loan each added unwarranted amounts – over \$200K – to the principal balance of my mortgage and then went out of business. The US DOJ gave Fremont Home Loan a cease and desist order shortly after I moved my mortgage to them to get it out of the hands of Litton Loan. Goldman Sachs bought Litton Loan and they bought my mortgage from Fremont Home Loan. Litton Loan assured me that they were reputable now that Goldman Sachs owned them. So rather than refinance with Chase, I agreed to refinance with Litton Loan to get a better rate and access equity. Litton Loan agreed several times to give me a modification. To my surprise and chagrin, days before my Federal security clearance was to be approved, Litton Loan foreclosed just in time to be eligible for impending TARP funding. In defiance of NJ laws, they cashed my mortgage payments after they foreclosed. I subsequently lost a Federal job, task orders, my firm's Federal Supply Schedules, committed financing and more. After trying to work out a resolution with Litton Loan and Goldman Sachs for over 3 years, I filed a complaint with the NJ Superior Court in 2010.

**DECEPTIVE DEFENSE TACTICS**

Since 2010, the defendants' attorneys have failed to show up at hearing, repeatedly failed to notify me of hearings they scheduled, blocked me from mediation and much more. When their lawyers were successful in being excused after not showing up for my hearing in 2010, I began notifying Federal agencies. The US Dept. of Justice opened an investigation into my case in May 2015. At least 3 law firms have been hired by the defendants to stop me. I have been denied due process by the NJ Courts, including appealing to the NJ Supreme Court with no response. Finally, on August 25, 2016 I filed to remove my case to the Federal District Court. My case files contain indisputable evidence; 1500 pages were submitted to the Federal Court. This represents only 2% of my documentation.

**DAMAGES ARE CATASTROPHIC**

The defendants' actions have prevented me from getting a job, from closing sustainable contracts, and proceeding with the contracts that I worked over 20 years to attain. The defendant's actions caused severe illness that almost took my life (attested to by doctors and medical reports). In short, the defendants' actions imposed severe damages for which I am seeking tens of millions of dollars.

The documents that have been filed with the NJ Courts and the US Dept. of Justice are included in my list of court documents. This document can be downloaded at [http://www.fifix.org/COURT\\_List-of-Filings.docx](http://www.fifix.org/COURT_List-of-Filings.docx). It includes links to download all documents that I have filed, or to which I been made privy. Highlights about my case can be found at [www.FinFix.org](http://www.FinFix.org). I will show how this case fits [RICO](#) laws in court, or privately with future counsel. Since the defendants have stripped me of my assets and driven me to welfare, I have conducted virtually of this action per se.

I welcome all legal, financial and other help. I can be reached by phone at 202-486-4565 or via email at [VW@FinFix.org](mailto:VW@FinFix.org).

Thank you,

Veronica

Other Pertinent Info :

How Mortgages Are Created <https://youtu.be/EoMSm-e3dhg>

Let's Be Real - Faith in the Midst of the Storm <https://www.youtube.com/watch?v=ebvuyaRbofw&feature=youtu.be>

## CASE HIGHLIGHTS

US DISTRICT COURT OF NEW JERSEY CASE NO. Case 2-16-cv-05301

The filing of a fraudulent mortgage and the awarding of a deceptive, illegal foreclosure of my home of 34-years was facilitated by the defendants and their cohorts in a systematic and systemic process.

The Plaintiff has identified former employees of the defendants and others who were involved in, or ware of, components of this fraud. In addition to these and other witnesses, several documents have been presented to Federal and State authorities that corroborate the defendants' fraud. The defendants have dragged this action out for 12 years by breaking commitments, failing to show up for Court hearings, filing false legal documents, withholding documents and more.

Rather than attempt a responsible and fair resolution, the defendants have evaded mediation and engaged in hyper-aggressive legal tactics to evade responsibility for their actions.

Highlights of this case have been prepared for the Federal Mediator. Over 4,000 pages have been filed in [US Case 2:16 cv-05301](#) . Some of the key findings of this case include:

*The Defendants' actions were laden with fraud. From failing to record mortgage payments, to processing a fraudulent mortgage, to failing to file the corrected mortgage, to reneging on a subsequent modification to correct the fraudulent mortgage, the Defendants' have committed serial fraud since 2005.*

### THE MORTGAGE WAS FRAUDULENT.

- My financial records and financial analysis presented to the NJ Court in 2014 prove that the mortgage was fraudulent. As you know, I studied finance and economics at leading universities in the US and Europe. I hold a Kellogg MBA in Finance and Economics followed by 35 years of career success. I have served as a FINRA Arbitrator since 2009 and currently serve as a FINA Arbitrator Chair. My analysis is sound and shows that about \$208K was arbitrarily added to the mortgage principal.
- The mortgage with Fremont was only taken to escape fraud by Litton Loan, a known predator that purchased my mortgage.
- The Fremont advance was at least \$80,000 short.
- Witnesses include former Fremont employees involved in the process and who tried to fix the problem. Also, a colleague who recommended the Fremont mortgage representative and the Fremont mortgage representative's wife have been identified as witnesses.
- The mortgage was signed in 2006 and not filed with the Essex County Hall of Records until after the spring of 2010. I have a copy of my property records from the Essex County Hall of Records that I personally reviewed and copied in 2010.
- The mortgage is not financially nor operationally consistent with the rates, terms and conditions presented (LIBOR, ADR, First Position, etc.)
- The attorney<sup>119</sup> who signed the fraudulent mortgage was charged with theft by deception<sup>120</sup> and was disciplined by a State of New Jersey licensing authority<sup>121</sup> after taking a victim's home in Jersey City. . ["The New Jersey Office of Attorney Ethics found Danny guilty of the following misconduct"](#)<sup>122</sup>. He used the address of 2 title companies, one run by his wife and the other run by his stepson, respectively. According to NJ State records, the title companies may not have been authorized to operate on the date that he signed the fraudulent mortgage.

<sup>119</sup> Decision by the SUPREME COURT OF NEW JERSEY, Disciplinary Review Board Docket No. DRB 14-273, District Docket No. XIV-2013-0359E, [http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document\\_id=1059667](http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667)

<sup>120</sup> Jersey City Journal, by [Ron Zeitlinger](#) Jan. 15, 2008

[http://www.nj.com/hudson/index.ssf/2008/01/not\\_again\\_disbarred\\_lawyer\\_acc.html](http://www.nj.com/hudson/index.ssf/2008/01/not_again_disbarred_lawyer_acc.html)

<sup>121</sup> Avvo Lawyer Directory <https://www.avvo.com/attorneys/07040-nj-daniel-roy-1571828.html#resume>

Temporary Suspension issued in NJ, 2016 ♦ updated on Oct 17, 2016

Temporary suspension means an attorney lost his or her license to practice during a disciplinary investigation. The suspension typically expires when the investigation is resolved.

Reprimanded issued in NJ, 2015 ♦ updated on Oct 17, 2016

This means the attorney did something wrong, but the Bar did not suspend the lawyer. Typically in this case the lawyer's poor behavior is exposed to the public in hopes that he or she will not repeat the behavior.

<sup>122</sup> The Committee to Expose Dishonest and Incompetent Judges, Attorneys and Public Officials , [Click to Download](#)

**REPEATEDLY OFFERED TO FIX THE PROBLEM, REPEATEDLY FAILED TO DO SO**

- Fremont promised to file the modification that corrected the fraudulent mortgage.
- Litton Loan. Confirmed modification, accepted payments, reneged, foreclosed, then cashed payment checks. I did not see a foreclosure complaint until April 2017.

**PROOF OF ADDITIONAL FRAUD**

I have other evidence & witnesses that prove fraud in the defendants' effort to steal my property.

- Attorneys falsely presented change of court date to stop litigation.
- Attorneys and State of NJ withheld foreclosure documents and proceedings
- Foreclosure awarded without my knowledge despite being contested by my former attorney
- My former attorney withdrew after recommitting to my case and before the foreclosure
- My former attorney did not formally withdraw with the Court until 3 months after the foreclosure
- Judge forced a law firm, that had withdrawn and signed the false court document, to represent me over my objections. I was representing myself (acting Pro Se).
- Judge barred me from hearing when I was acting Pro Se
- The foreclosure case file is filled with inappropriate and likely illegal documents.
- A stream of consciousness demonstrated through the defendants' actions support intent or, at the very least, gross negligence.
- I have identified and located several former employees of Litton Loan, Fremont, Goldman Sachs and HSBC and Ocwen who worked on my mortgage or were aware of fraud and deception with my mortgage.

There is more incriminating evidence in the 4,000+ pages filed with the U.S. District Court.

**PRECEDENTS (see p. 3331, [US Case 2:16 cv-05301](#))**

- \$21M Award: [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 the Plaintiff
- \$11.5M Award: [Sealy Davis v. Ocwen Federal Bank, et al.](#) 212<sup>th</sup> District Court, Galveston, Texas. (2005). \$11.5 million verdict. Unfair debt collection of a mortgage loan in servicing loan. [Click for PRNewswire release & Mortgage Damage Awards](#)
- Ocwen \$2.1B Federal & State settlement <http://www.bizjournals.com/southflorida/news/2013/12/19/regulators-slap-mortgage-giant-ocwen.html>
- HSBC \$479M Federal settlement
- Goldman Sachs \$5B Federal settlement

**DAMAGES**

- During 12+ years of this action, I lost contracts and Federal revenue exceeding hundreds of millions; well documented. Commercial revenue has not yet been projected.
- Health was impacted including multiple hospitalizations; will be corroborated by multiple doctors and health professionals
- Pain and suffering due to inhuman and excessive financial and legal attacks

**TO VIEW THIS 2014 EXPLANATION VISIT <http://www.fifix.org/Case-Highlights.html>**

THIS DOCUMENT MAY BE DOWNLOADED AT

<http://finfix.org/US-Case-No-2-16-cv-05301-SUMMARY.doc>

## OVERVIEW OF

**V. WILLIAMS**

**VS**

**HSBC, GOLDMAN SACHS, OCWEN, LITTON LOAN, FREMONT et. al.**

**The defendants, with cumulatively over \$4.23 Trillion in financial assets (p. 1451 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>), performed and condoned recurring, systemic fraudulent actions that wiped out personal and business financial resources built over 55 years by the Plaintiff. This was built with the investment of hundreds of years of manpower; a lifetime of work that is not likely to be replaced during her retirement years.**

Veronica Williams filed two legal complaints against these 7 defendants for their roles in mortgage fraud resulting in over \$270M in financial damages as well as causing a life threatening health condition. Williams agreed to drop 1 defendant. The remaining defendants are **Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C, and Stern & Eisenberg.**

### INTRODUCTION

This cycle of fraud began in 2005. After her attempts to resolve deceptive actions were ignored, Williams filed a legal complaint in 2010. Despite being denied due process, Williams persevered, doing most of the legal work herself. Her case was removed from the State of New Jersey Courts and accepted by the U.S. Federal Court in August 2016.

### LITTON LOAN PROVED TO BE A PREDATOR; SERIAL FRAUDULENT BEHAVIOIR

Litton Loan first bought Williams' mortgage about 2005. Immediately she found major errors in the calculation and administration of my mortgage that Litton Loan would not fix. Williams quickly learned that Litton Loan was ranked as one of the top 3 worst mortgage servicers in the United States. Since Litton Loan refused to fix their errors (that amounted to tens of thousands in unauthorized charges), she refinanced it out of their hands. It was not worth my time to make Litton Loan correct their errors. Williams had opportunities to close task orders on her company's Federal Supply Schedules ([FSS](#)) that were infinitely greater in value than the cost of errors by Litton Loan. Since [Fremont promised a fixed rate of 7% or well below 10% with a 30-year amortization](#), she could cover a larger monthly payment. Williams, therefore, refinanced with Fremont.

### A LONG TERM BUSINESS GOAL IMMINENT

Two years later Williams' firm was positioned to receive task orders from the Department of Homeland Security ([DHS](#)) . Her firm had been selected on two occasions to be showcased in a series of private meetings with management and contracting officers of each DHS sub-agency, as well as representatives from the firms holding major contracts with DHS. Her staff had submitted highly competitive proposals and were "on the radar" to be selected for future task orders. Williams would soon be offered a position with [FEMA](#) that would provide me with the DHS experience and clearance that her firm needed to be selected. Around the same time, Litton Loan bought her mortgage again. This time, from [Fremont](#). Upon expressing her concern and intent to refinance elsewhere with one of Litton's representatives, Williams was told that Goldman Sachs owned them now and all previous problems had been resolved. They were safe.

Williams was told that she could consolidate her debt with a modification through Litton Loan and they would accommodate her at a lower cost than another mortgage company. Goldman Sach's acquisition of Litton Loan appeared to open a welcome opportunity. Williams could consolidate her debt with a modification, lower her rate, and improve her cash flow so that she would be able to lower her cost of carrying the FEMA job and upcoming task orders. To her chagrin, Litton Loan defrauded Williams. She lost everything she had worked so long and so hard to achieve. One of her first jobs was with a Federal contractor in the early 70's. After 40 years of hard work, the company Williams founded was a Federal contractor, ready to close task orders she had

A PATTERN OF DECEIT BY DEFENDANTS	
Nov. 2008	VW Explores Feasibility of Modification in Nov. 2008
Feb. 2009	Formal request in writing Feb. 2009
March 2009	Litton said wait and I will be approved
May 2009	Litton offer written modification, from them not from Federal program as indicated
June 2009	Litton tells me modification will be forthcoming so I paid non-secured debt to position myself for improved credit rating
July 2009	Litton serves me with foreclosure papers
Aug. 2009	Litton returns checks via US Mail while telling me that modification is underway
Sept 2009	Litton promises to delay while they work on approving modification
Sept. 2009	I sell another property at a loss to reduce debt for pending job
Fall 2009	Litton accepts checks sent a second time; issues a new modification with a higher monthly payment
Aug 09 – March 10	Litton accepts all payments, sent via FEDEX
Dec. 2009	Litton proceeds with court action to secure foreclosure
Jan 2010 – March 2010	Litton continues to accept payments that fulfill modification terms but does not remove foreclosure
April 2010	Litton issues new modification with yet another increase in the monthly payment
2012	Ocwen threatens foreclosure – refuses to review transaction history

dreamed of as a child. Now Williams was facing economic collapse. The stress caused a dramatic decline in her health. She came close to death on at least three occasions. Since then she has not achieved sufficient, sustainable, steady income. Williams depends on SNAP, HEAP and other Federal and State subsidies to survive.

### MOVED MORTGAGE TO FREMONT – SHUT DOWN BY DOJ

Williams refinanced her mortgage with Fremont Investment and Loan (“Fremont”) to get it out of the hands of Litton Loan. Shortly thereafter, the [Federal Deposit Insurance Corporation \(FDIC\) put Fremont Investment and Loan out of business](#) and the loan ended up *back* in the hands of Litton Loan. Litton promised a modification to convince Williams not to move the mortgage to Chase. Litton told her they would process the modification immediately if the payments were received before Nov. 2009. Williams agreed to Litton's modification. Her payments were received by Litton before the deadline. Litton lied; accepted the payments, foreclosed, *then* cashed the payment checks (against the law in NJ). Williams was forced to file a legal complaint with the New Jersey Superior Court in early 2010.

Fremont originated a mortgage for Williams that was underwritten by HSBC. Unbeknownst to Williams at the time, Fremont had been ordered by US DOJ to cease issuing mortgages. After Fremont failed to give Williams all of the funds due her from the mortgage, they went out of business and she was unable to get her money. Her mortgage was sold to Litton Loan. Williams had refinanced with Fremont to get her mortgage out of the hands of Litton Loan due to their widespread reputation for mortgage fraud. As Williams prepared to refinance her mortgage which now had a principal balance that was about \$200,000 larger than it should have been, Litton Loan representatives convinced her not to refinance with Chase because they were now owned by Goldman Sachs and could be trusted. Williams consented, received a signed modification agreement and paid about \$10,000 to complete the modification. Williams was in the final stages of being approved for a Federal Security Clearance, necessary to accept an offer and start a new

contract position with the Department of Homeland Security. To her surprise and chagrin, Litton Loan foreclosed on her mortgage, cashing her 3 checks both before *and after* the foreclosure. Accepting payments after receiving a foreclosure is illegal in the state of New Jersey.

**CREDIT RESTRAINTS MANDATED MODIFICATION.** Despite strong [FICO](#) and [PAYDEX](#) scores, Williams could not find a bank or other financial institution that would offer her a loan at competitive rates, terms and conditions. This resulted in a cost of capital that reduced her margins to non-sustainable levels. Although the [US General Services Administration](#) and Williams' financial backers allowed her firm to demonstrate the financial capacity to carry task orders of \$50M and higher, she could not do so at a respectable return. The financial side of commercial and Federal contract review wanted Williams to put some skin in the game. She had been told many times that her home was the only asset that would demonstrate a real commitment. Once Williams had the written commitment from DHS for income and written commitment from Litton Loan for a mortgage modification, she went for it. Williams took a well mitigated risk and accepted the modification offer from Litton Loan.

Once Litton Loan had confirmed Williams' modification multiple times over a 10 month period (verbally and in writing), and convinced her the processing of her modification was imminent, she liquidated a major capital asset and paid off non-collateralized debt. This positioned Williams to cover her working capital requirements out of future cash flow from the FEMA job and other ongoing operations of ACT Inc. In one fell swoop, however, Litton Loan decimated everything Williams had worked for since 1971. **Simply put, they lied and committed mortgage fraud.**

## **MULTIPLE FIRMS, GROWING FRAUDULENT BALANCE**

**In and Out Mortgage Fraud: 4 changes in 4 years** (see [mortgage timeline](#)). The mortgage administration firms – Litton Loan, Fremont Investment & Loan [SEC filings [6/18/08](#) & [11/17/06](#)] and Ocwen – used the same tactics to steal equity and homes as gas retailers and distributors used in the 1980's to evade taxes. The gas companies did not pay taxes and went out of business. The Internal Revenue Service could not collect from a non-existent company. Mortgage servicing firms are illegally increasing the principal balance of homeowner's mortgages, selling the mortgages to another company, then, they go out of business. The homeowner can pursue the current mortgage administrator but cannot pursue the firm that initiated the fraud and went out of business.

Litton Loan purchased Williams' mortgage and she refinanced with Fremont Investment and Loan to get it out of Litton's hands. Litton Loan was recognized as one of the top 2 worst mortgage companies at the time. Shortly after Williams moved her mortgage to Fremont, the FDIC put Fremont out of business (see [cease and desist order](#)). Williams' mortgage ended up back with Litton Loan. Litton Loan scammed Williams to keep the note with them, so she took legal action. After serving Goldman Sachs (owner of Litton Loan) with a legal complaint, just a few weeks later Goldman Sachs sold Litton Loan to Ocwen. *That was 4 changes of administrators in 4 years.* Ocwen has sold off many mortgages and 17,000 of their mortgages were frozen (see [article](#)). Williams' mortgage may likely remain with Ocwen until this case is won and it is dismissed. The overwhelming legal attention from homeowners as well as Federal and State governments is probably the only reason that Litton Loan and Ocwen are still in business, barely. Many of their assets, however, appear to have been sold off since this Petitioner began her legal effort. Despite liquidating and moving assets, the defendants collectively have more than enough to pay the Petitioner's damages.

The mortgage fraud and foreclosure blocked Williams from paying off her 1983 mortgage in 2010. Worse, it began a series of cascading damages that caused Williams' firm to lose hundreds of millions in Federal task orders alone, and drove her to become dependent on public assistance.

In addition to *In and Out Fraud*, the defendants employed *Bait and Switch* and other subversive tactics. [see p.1 [Federal Complaint](#), p. 9 [US Case 2:16 cv-05301](#)] Also, promised not to foreclose (see Oct. 2009 letter). For example, Litton Loan presented several reasons for Williams to remain with them including the backing of their parent at the time, Goldman Sachs (see p. 2 [Integrity of](#)



[Goldman](#)). Litton Loan required additional money to process the modification; however, they provided [additional written confirmation](#) and assured the Petitioner that the modification would be quickly processed. Williams was assured the modification would be completed before the clearance investigation would be completed.

### **LITTON LOAN BAIT AND SWITCH**

Since Litton told Williams that the modification should be completed in 45 days (April 11<sup>th</sup>), she began calling Litton representatives designated to work on her account after 30 days. Williams was told that Litton was still waiting for the Presidential Program to be released and she should not worry. As time went by, Williams expressed her concern over continuing payments that were almost triple what she would pay under the Presidential Program. On April 9, 2009, Nick Valdecaras of Litton Loan advised Williams that she should suspend payments until the modification was completed. One representative told Williams that if the Presidential Program was not released by June, Litton would offer a comparable modification program. She was assured that she would receive a lower interest rate and payment, allowing her to resume payments that fit into her revised budget. To her chagrin, Ms. Williams learned on August 1, 2009 that Litton's modification included rates and terms that were not very different than her existing mortgage. To make matters worse, she was served on July 27, 2009, placing her in jeopardy of losing her home.

In 2010, Williams filed a legal complaint per se against Litton Loan and Goldman Sachs. The defendants' attorneys did not show up in court and soon afterwards, according to the Judge, used an alleged error by the NJ Court to threaten having the complaint dismissed. Williams withdrew the complaint with the intention of refileing but was hospitalized for stress related condition. Williams eventually found an attorney to represent her and they decided to file a new complaint. After exhausting Williams' funds, the attorneys told her they delayed the mediation and trial so all parties could work out a settlement. Williams' attorney then withdrew from the case. Williams found out the weekend before her trial that it had not been rescheduled. She showed up, represented herself and was granted a default judgment. She then prepared a Motion for Proof Hearing. A few months later (Feb. 2015), a new judge was assigned who vacated the judgment awarded to Williams and eventually dismissed the case. Williams does not know why she was denied due process by never being granted mediation or a trial. In April 2015 the U.S. Department of Justice opened Investigation No. 3017165 into Williams' case.

## CASCADING, EXPLOSIVE DAMAGES

Immediately after Litton Loan reneged on modification and foreclosed (Dec. 2009) and cashed Williams' modification checks, the damages began:

- Dec. 2009 Litton Loan reneged on modification by foreclosing (Ex19:[PROOF](#))
- Dec. 2009 Litton said they could stop foreclosure if Williams documented discussion (Ex13: [PROOF](#) )
- Jan. 2010 Litton Loan's staff was unaware of the legal response by their attorney. With apology for Litton's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex21: [PROOF](#) & Ex22: [Pmt-2010](#) & Ex15:[PROOF](#))
- Mar 2010 Lost Clearance (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- 3/16/10 Lost GSA contract (Ex24:[PROOF](#) & Ex7: [WITNESSES](#))
- 5/12/10 Lost FEMA job (Ex23:[PROOF](#) & Ex7: [WITNESSES](#))
- By 2010 Lost strong credit ratings (D&B, Trans Union, Equifax, Experian)
- 2010→ Health declined (Ex25:[PROOF](#) & Ex7: [WITNESSES](#))
- 2010→ My company –AC T Inc. – now in jeopardy (Ex7: [WITNESSES](#))
- 2010→ Ability to find jobs decimated (Ex26: [PROOF](#) & Ex7: [WITNESSES](#))

See pg. 1561 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

Williams presented the defendants with a re-construction of amortizations of mortgage on her property, supported with mortgage documents that prove that Litton Loan and Fremont Investment and Loan fraudulently added 547% to the principal, increasing it by \$208,000. Williams purchased this property in 1983 for about \$88,000.

The stress imposed by the defendants' action during the years of fraud, and again during this protracted litigation effort, has had life threatening impacts on Williams' health. Due to the uncertainty of the Affordable Care Act and our country's health system and [HIPPA](#) protected information presented during her deposition; Williams is guarding her health information. Health details will be presented in court by witnesses.

Defendants used scam, fraud, foreclosure and defamation (see p. 8 [Response to Motion](#)) to block Williams' opportunities for jobs with the Federal government, public and private firms, as well as contracts for her firm. Williams founded her business in 1986. It has been her primary source of income since 1993. A firm can seldom be awarded contracts, or receive affordable financing, when a principal has bad credit. A foreclosure usually closes the door to credit.

As a result of the defendants' actions, at least \$270M in task orders on GSA Schedules that were lost. (p.13 PDF & p. 17 DOC [Proof Hearing Motion](#)). The GSA Schedules were hard earned, requiring many, many years of hard work and financial sacrifices (see p. 2 [Cost of GSA Schedule](#)). That is why less than 1% of all US businesses hold GSA Schedules (see p. 12 [Case Docs](#) ).

Damages exceed the loss of Federal task orders (see p. 13 PDF & p. 17 DOC [Proof Hearing Motion](#)). Government revenue is not the only loss. Williams generated income and revenue in the private sector since 1979. Damages also include health expense as well as pain and suffering. The cascading effects of the defendants' actions are detailed in the case documents (see p. 8 [Motion-Default](#)).

## DENIED DUE PROCESS IN NJ

In addition to her constitutional rights, five of the defendants have taken public actions that confirm why the New Jersey Courts should not have denied Williams a jury trial. On January 14, 2016, Goldman Sachs announced their proposal to pay \$5 Billion for “principal forgiveness for underwater homeowners and distressed borrowers; financing for construction, rehabilitation and preservation of affordable housing; and support for debt restructuring, foreclosure prevention”. On January 22, 2016, the attorney representing Goldman Sachs, HSBC and the other defendants filed a motion for a summary judgment on the foreclosure of Williams’s home of 32 years. Summary information is provided in the following pages.

From 2013 through 2016, the NJ Court held hearings without my knowledge. This continued the pattern on denying Williams due process for a complaint that was filed and designated a trial by jury (see **ESSEX-L-004753-13**, [http://www.finfix.org/proof/VWDS/VW\\_vs\\_GS-et-al\\_To\\_Court-CIS\\_and\\_Complaint.pdf](http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf)). The State of New Jersey “lost” the appeal that was sent to the NJ Supreme Court in August 2016. Currently, Williams had filed over 3,650 pages with the U.S. District Court and is awaiting a decision from the Court on the Defendant’s Motion to Dismiss. In addition to being denied due process, Williams’ case will shed critical insight into why NJ should not be #1 in foreclosures in the nation.

## TOP NOTCH EXPERTISE & CORROBORATION

Williams is highly qualified to identify, understand, assess and explain what the defendants have done. She serves as an Arbitrator Chair for the Financial Industry Regulatory Authority (FINRA); holds a MBA in Finance and Economics from Northwestern University’s Kellogg Graduate School of Management; also holds PgMP, PMP and ITIL credentials; and has 38 years post graduate experience with recognized expertise in finance, operations and information technology. She is also an Arbitrator Chair for the Financial Industry Regulatory Authority (FINRA). Public commendations may be found at <http://www.VeronicaWilliams.com> and on several sites connected to that site.

Williams’ witnesses include employees and vendors of the defendants, esteemed industry leaders, medical personnel, Federal, State and local leaders and citizens (see [list](#)). For their protection, contact information is not provided for the witnesses. Petitioner will only present witnesses essential to win her case, and those who are still available by the time we get to trial.

Many in the financial services and other industries recognize what these defendants have done (see p. 78 PDF & 82 DOC *and* pp. 23-107 PDF & pp. 27-111 DOC [Proof Hearing Motion](#)). The defendants’ financial impact has been catastrophic. The Defendants “effectively” acknowledge their actions in last year’s settlements with the U.S. Department of Justice (see [HSBC](#) & [Goldman Sachs](#)). Yet, their fines have been woefully insignificant (see DOJ Fines Not Even a Rounding Error p. 3,332 [Case Docs](#)).

## CONCLUSION

The case documentation and proof is quite extensive. A summary of the defendants’ roles is presented in the attachment. Essentially the defendants conducted predatory fraud that amounted to compensatory damages over \$270M:

- **Defrauded Williams by adding about \$200K to the principal of her mortgage** ([Discovery](#) Page 2 Ex3:[PROOF](#) & [PROOF](#))
- **Reneged on a modification offered** ([Proof Hearing](#) Page 118 **Williams told it was an error and would be reversed if she sent an additional payment** (Ex20:[PROOF](#) )
- **Caused her to lose GSA Federal Supply Schedules with over \$270M in impending orders** (Summary below and attached, from [Proof Hearing](#) Page 17 )

- **Imposed Stress That Nearly Took Her Life** ([Proof Hearing](#) Page 7 – More from Witnesses)
- **Prevented Williams from Earning Sustainable Income for more than 8 years**

Other compensatory damages are detailed in pp. 1,446 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. Punitive damages will be determined at trial.

My case grows stronger every day. Three of my defendants have been penalized by our Federal government. All three had been dismissed by NJ Courts without my knowledge. The US Postmaster General sent me proof that they delivered my appeal via certified mail but the State of NJ still has not explained why the NJ Supreme Court never received it. Hearings were held and my civil case was dismissed without my knowledge. A judgment was granted on my foreclosure without my knowledge. I have filed motions to reverse both.

**Evidence of more improper actions has been submitted to the Court and will be provided in witness testimony. FOR FULL SET OF OVER 3,600 PAGES OF LEGAL FILINGS DOWNLOAD** <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

## HIGHLIGHTS OF DEFENDANTS' ROLES

<b>FINANCIAL FRAUD</b>	<b>By</b>	<b>• In and Out Mortgage Fraud</b>
		<b>• Bait &amp; Switch Tactics</b>
		<b>• Predatory Underwriting</b>

**Veronica A. Williams**

**VS**

**HSBC, Goldman Sachs, Ocwen, Litton Loan, Fremont Loan, et. al.**

DEFENDANT	STILL IN BUSINESS?	HOW THEY STOLE ASSETS	BASIS FOR DAMAGES	DAMAGES
<b>HSBC</b>	<b>MOVED HQ TO UK</b>	<b>Underwrote mortgages for firms that defrauded US mortgage holders. Condoned their illegal activity. Selling off mortgage &amp; other assets.</b>	Letter to Pres P. 17 of <a href="#">Proof Hearing</a> 10% of Assets Article	<b>Will Be Provided at Trial</b>
<b>Goldman Sachs</b>	<b>Y</b>	<b>Gave credibility to Litton Loan who defrauded US mortgage holders. Sold Litton Loan to Ocwen AFTER I served them</b>	P. 17 of <a href="#">Proof Hearing</a> <a href="#">Sold to Ocwen Spreadsheet</a>	<b>Will Be Provided at Trial</b>
<b>Ocwen</b>	<b>MOVED MANY ASSETS OFFSHORE</b>	<b>Took TARP \$, bought up tainted, defrauded mortgages &amp; moved business to Belgium. Bought Litton Loan mortgages from Goldman Sachs.</b>	<a href="#">Selling \$89B mortgage rights 4/24/15</a> <a href="#">Selling \$45B mortgage rights 3/17/15</a>	<b>Will Be Provided at Trial</b>
<b>Fremont</b>	<b>N</b>	<b>Sold mortgages after US DOJ told them to stop. Recorded mortgages with inflated principal amounts, then sold them off.</b>	Spreadsheet Article	<b>Will Be Provided at Trial</b>
<b>Litton Loan</b>	<b>N</b>	<b>Confirmed mortgages modifications, took money, failed to record payments received, then foreclosed</b>	P. 17 of <a href="#">Proof Hearing</a> Oct 29 letter Checks Deposition	<b>Will Be Provided at Trial</b>

**SOURCES OF INFO**

[Discovery](#) and [Proof Hearing Motion](#) filed with the Superior Court of New Jersey, 1,136 page document submitted to DOJ with hyperlinked TOC [http://www.fifix.org/UPDATE\\_5-29-15.pdf](http://www.fifix.org/UPDATE_5-29-15.pdf)  
Download April 8, 2015 letter to US Attorney General requesting investigation [www.FinFix.org/USAG415.doc](http://www.FinFix.org/USAG415.doc).  
Forbes article about size of bank mortgage portfolios <http://onforb.es/1INddru>

**FOR THE DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS; FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C; OCWEN; STERN & EISENBERG, PC, Ocwen Financial Corporation

Defendants.

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

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 20<sup>th</sup> day of March 2018, a true and correct copy of this document will be given to counsel or sent to the parties via the method and as addressed below:

<p><b>Via Email</b>  Brett Messinger, Partner  <a href="mailto:BLMessinger@duanemorris.com">BLMessinger@duanemorris.com</a>  Stuart I. Seiden, Associate  <a href="mailto:siseiden@duanemorris.com">siseiden@duanemorris.com</a>  Attorneys for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C  Duane Morris LLP  30 South 17th Street  Philadelphia, PA 19103-4196  Phone (215) 979-1124  Fax (215) 827-5536</p>	<p><b>Via Email</b>  Evan Barenbaum, Esq  Attorney for Stern &amp; Eisenberg    Director of Litigation  Stern &amp; Eisenberg, PC  1581 Main Street, Suite 200  Warrington, PA 18976  Office 267-620-2130  Fax 215-572-5025</p>	
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Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

May 3, 2018

Phone (202) 486-4565

**TAB D**  
**US DISTRICT COURT OF NJ FILING #118-4**

TO DOWNLOAD DIGITAL COPY

[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

December 28, 2018

Clerk  
United States District Court of New Jersey  
Martin Luther King Jr. Federal Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102-3595

Subject: Appeal Order to Dismiss USDC NJ, 2:16-cv-05301-ES-JAD  
*Veronica A. Williams v. Litton Loan Servicing, et al.*

Dear Court,

My appeal is enclosed. While I did not receive the response that I had anticipated, I do thank the Court and Judge Salas for providing a clear and candid response to my complaint. This is the first time<sup>1</sup> since 2005 that I feel I am being treated with honesty and respect. I am truly grateful and glad to receive the fair treatment that I expect from our Justice system.

I shall give my perspective on some of the details in the Opinion and highlight other facts that I feel should be relevant. I pray that the law will allow the U.S. Courts to provide a forum to tell the full truth in this matter. I trust that the appeals process will give us all the clarity of substance and courage to do what is right and morally sound, within the confines of the law, of course.

I shall also cast some of the information presented in the Case Files in terms of the laws that support this case being heard in Federal Court.

My story has been told. All that remains is how this matter ends. Those interested in my plight have agreed to wait on resolutions reached after seeking Court intervention. It is my sincere desire that this injustice ends with a fair and constitutionally compliant solution facilitated by our Federal or State Courts.

I realize that Court rules may have prohibited the review of the interactive timeline prepared for and referenced in Filing [#99](#). A clearer version of USDCNJ Filing [#99](#)<sup>2</sup> may be viewed at <http://www.finfix.org/Williams-v-BigBanks.pdf>. This filing included a thumb drive with all documents including those that could not be printed. Since the interactive time line is a highly efficient, information packed tool, I have included a digital version on the thumb drive enclosed with this appeal. The same timeline can be viewed at <http://www.finfix.org/Fraud-Timeline.html>. It can also be viewed on the enclosed thumb drive by opening the "FinFix\_site" folder and typing or clicking on

<sup>1</sup> With the exception of hearings presided over by Judge Rothschild (2011), Judge Carey (2014) & U.S. Magistrate Judge Dickson (2018).

<sup>2</sup> Note that Plaintiff, in error, wrote DOJ issued cease & desist order. FDIC issued the cease & desist order (see p. 3 of Filing [#99](#)).



“Fraud-Timeline.html” after opening the thumb drive on a WINDOWS personal computer. One of the paths along this timeline explains how the fraudulent foreclosure was gained in a deceptive process that evaded legal and financial protocol:

DATE	ACTION from May 2014 – Jan 2015 see <a href="http://www.fifix.org/Fraud-Timeline.html">http://www.fifix.org/Fraud-Timeline.html</a>
July 2014	<a href="#">Mediation NOT Scheduled</a> per Court
Sept. 2014	<a href="#">Seiden &amp; Denbeaux Give Fake Document – Denbeaux Withdraws</a>
Sept. 2014	Foreclosure Awarded Unbeknownst To Plaintiff
Oct. 2014	<a href="#">Plaintiff's Deposition – asked Seiden For Copy Of Mortgage</a>
Nov. 2014	Defendants are NO SHOW in Court
Jan. 2015	Plaintiff Wins Hearing – Duane Morris Attorney(#37) Promises \$35K Mortgage
Mar. 2015	<a href="#">Duane Morris Reneges On Mortgage</a>

Information that I plan to present at our Discovery meeting includes:

- People With The Most to Lose From Case Information (provided on a need to know basis only)
- Sample Interrogatory – 94 interrogatories are ready for Discovery (1 interrogatory attached)
- Minimum Evidence & Plan to reduce massive financial fraud (Filing [#109](#) with names & detail)
- Highlights of Key Evidence Items (1,132 total items)

Since the Defendants’ attorney have participated in the fraud and are duty bound to “represent Defendants to the best of their ability. I am only willing to reveal case details with an appropriately assigned person. After being denied due process for 6 years by the NJ Courts, this Plaintiff has no confidence of undergoing a fair and open legal process in New Jersey. To achieve fairness and use our Federal jurisdiction to bring a full attack on the financial fraud in our State, I shall ask the NJ Courts to agree to the removal of this case to Federal Court (letter enclosed).

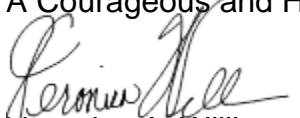
In the spirit of full disclosure, this document is being sent to the NJ Courts. Being denied due process allowed an illegal foreclosure to be awarded. Financial fraud is systemic in NJ. This Plaintiff’s story has been shared with a limited audience and promises a fair and equitable solution through our Court system. If the Courts cannot bring the Defendants to the table and facilitate a solution that is fair for this Plaintiff and helps protect U.S. homeowners from fraud, then I ask the Courts to allow a fair and open trial.

**To The Federal & State Courts of New Jersey:**

*How can our Legal and Law Enforcement Officials expect people to take risks to report crimes if we are not protected **or even heard** ? It is our civic and moral duty to hear those who are courageous enough to expose wrongdoings.*

**He who does not punish evil commands it to be done. ~ Leonardo da Vinci**

A Courageous and Hopeful Citizen & Plaintiff,

  
Veronica A. Williams

attachment – Appeal of Court’s Dismissal Order

THIS DOCUMENT MAY BE DOWNLOADED AT  
[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

**UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff, Pro Se

v.

LITTON LOAN SERVICING, HSBC BANK  
 USA, N.A.; GOLDMAN SACHS; FREMONT  
 HOME LOAN TRUST 2006-C MORTGAGE-  
 BACKED CERTIFICATES, SERIES 2006-C;  
 OCWEN; STERN & EISENBERG, PC  
 Ocwen Financial Corporation

Defendants

UNITED STATES FEDERAL COURT

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

**APPEAL OF DISMILLAL ORDER**

**FOR PROBLEMS WITH:**

NJ Case Docket No. F – 000839-13

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**APPEAL OF DISMISSAL ORDER**

**Case Filings Explained More & Evidence Submitted Cast In Federal Laws**

**Summary**

The fraudulent legal action began in 2009 but did not conclude until the State of New Jersey – against the desire of the Defendants – released the fraudulent mortgage in 2017. USDCNJ Complaint 2:16-sv-05301 was filed in August 2016 in full anticipation of being able to prove the foreclosure to the understanding and acceptance of the legal audience through mediation or, if necessary, at trial. The fraudulent document was likely not filed with New Jersey's Essex County Hall of Records until the spring of 2014. The **fraud was not consummated** until the Defendant's attorneys presented the fraudulent mortgage document to the NJ Court in September 2014 and received a foreclosure.

**Attorneys & Judges Owe Plaintiff an Explanation**

At a minimum, three Attorneys: Witness 25, Witness 35 and Witness 33 should explain why they submitted fraudulent legal documents to protect the Defendants. This Attorney (Witness 25) should explain why he signed a false document and other Stern & Eisenberg attorneys (Witnesses 33 – 36 & X) should explain why they condoned false documents filed with the NJ Courts.

Also NJ Judges (Witness 62, Witness 64, Witness 65, Witness 69 and Witness 70) should explain why they conducted legal hearings or made legal decisions without the knowledge or presence of Veronica Ann Williams.

### **Creating The Fraudulent Mortgage – Defendants Attempted The Impossible**

When I pointed out to Litton Loan that the agreement that I signed did not support their proposed monthly payment, they offered to fix it by doing a modification. My agreement supported an amortization with a monthly payment that was about half of the amount that I was paying, and that no mortgage had been filed as required by NJ State law, they agreed to fix the error by Fremont. I was certain that is why the first law firm hired to secure a foreclosure, agreed to reverse it. Little did I know that Litton Loan was preparing to hire a law firm that would commit additional fraud to secure an illegal foreclosure. When I began to challenge their attempt to coerce me into signing and agreeing to a different principal, defined rate, terms and conditions, the holder of Litton Loan's note, HSBC, hired a top 50 law firm to protect their illegal attempts and sow further fraud and deception. I learned about a year after the illegal foreclosure, around 2015, about a year after it was awarded. I immediately began preparing to file my complaint in U.S. District Court.

I never received a fully executed mortgage, modification or any type of financial agreement from Fremont or Litton Loan. A fully executed proper financial agreement must have a principal amount, defined rate, term and conditions. From these items, a monthly payment can be calculated. Fremont and Litton Loan attempted to pass off monthly payments that only supported double the principal balance, half the term or grossly inflated and improperly defined interest rates.

Trying to sell a loan based on the monthly payment alone is one of the oldest tricks of dastardly, conniving financial salespeople. Good, honest salespeople and financiers know better. I learned this at a very young age from my father. I watched him unpack complex amortization formulas in real time during financial negotiations. It was at that moment that I decided I would learn to do complex calculations in my head and think quickly and with the sharp wit of my father. From that point I paid rapt attention to my father and learned under his tutelage so I could become excellent like him. I went on to earn degrees and build a career that is grounded in finance.

My father negotiated a low purchase price, then financed with the U.S. Military Credit Union. I learned later that he saved thousands of dollars. He brilliantly avoided the trap that the sales team was trying to set, smoothly and left with a written commitment from the sellers with a defined

purchase price that was not tied to financing they offered. I observed the value of highly skilled, lightning fast intellect that day.

So 40 years later, Fremont and Litton Loan did not have a chance of getting me to agree to a monthly payment not based on the principal, defined interest rate, term and conditions that was had agreed to.

In USDCNJ<sup>3</sup> Filing #41 I explain why the mortgage included in the foreclosure complaint with the stated interest rate and term defies common sense. I also explain why it is preposterous to believe that I would sign such a document (see USDCNJ Filings #38, 39, 40 & 42). Please recall, that I was not able to see the mortgage document or even the foreclosure file until early 2017. I expect that access to the FDIC information supporting the cease and desist order against Fremont will confirm that such a mortgage was not legally issued nor was it condemned by Fremont. It will not be difficult to find other bankers who concur unless they fear retribution from Goldman Sachs or HSBC.

I was acting in good faith with Litton Loan and Fremont. I knew their failure to provide a proper loan agreement was a Federal offense that would lead to hard prison time. I let them know that I would not accept anything short of a legal, properly fully executed agreement. They committed to provide just that. I paid the agreed upon terms, etc. and only stopped when each firm failed to provide the fully executed proper physical contract that we had verbally agreed upon. The illegal foreclosure was rescinded. Another law firm (Witness #149) would not play the illegal game. So the Defendants hired Stern & Eisenberg. I have identified at least 9-16 attorneys – 10 % of their staff – who signed or lent their names to documents containing false information that were filed with the State of New Jersey Foreclosure Case. (NJ Case Docket No. F – 000839-13).

After Fremont's failed attempt to send me a fully executed copy of the correct contract that I agreed to and signed myself. I saved the document transmitted to me and noted the names of everyone involved in the mortgage creation and execution process. A copy of the agreement that they attempted to convince me to accept is in the case files. I have also located 7 people who were involved in the Fremont mortgage process. Most of these people live in California and a couple are in New York.

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<sup>3</sup> The United States District Court of New Jersey, Newark, NJ

### **Creating The Fraudulent Mortgage – Defendants Fear Prison**

The Federal government was conducting a thorough investigation of Fremont's finances and operations. Fremont employees were already afraid of losing their jobs. Some realized they were also vulnerable to prosecution and even prison. FDIC imposed a cease and desist order. The Fremont employees who created the fraud on my account, and those employees who covered it up, hold jobs today – most in the financial services industry. It appears that they may have learned their lessons. I know at least 2 of these Former Fremont employees are afraid of being exposed. If my case is forced to trial, I believe their identities should be concealed. More lives need not be destroyed. Although these Fremont employees and a few former Litton Loan employees (Witnesses # 11, 12, 14, 18, 31 & 38) laid the groundwork for the fraud perpetrated by HSBC, Goldman Sachs, Litton Loan and Ocwen in 2014, I believe in forgiveness. The Defendants who caused and supported the illegal acts that caused this Plaintiff so much harm, however, should pay damages.

### **Creating The Fraudulent Mortgage – Defendants Resorted to Improper Acts**

The mortgage in the Foreclosure file is not the document that I signed. An original copy of the document that I signed is in the USDCNJ Case file and was sent to me from Fremont Headquarters in California. I do not know how my name was forged on the document but I have included the former Fremont employees involved in the deception, others who were unwittingly drawn in, and others whose signatures were on the false document. (Witnesses 3, **19**, 20). A notary was not present when I signed my mortgage nor was the attorney present, whose signatures are on the document. The notary and the attorney are listed as witnesses (Witness 8 and 20). The attorney who signed was reprimanded<sup>4</sup> in 2015 by the State of New Jersey for doing something quite similar to another homeowner. He and his wife (Witness 21) have been known by my community for many years. His wife and stepson (Witness 22) run title companies<sup>5</sup>; could they have enable the late filing of the fraudulent mortgage?

I was stunned when the Defendants' attorney showed me the fraudulent mortgage during my deposition. I said the signature looked like mine but I did not recognize the document. I asked for a copy so that I could ask the former Fremont employee how this happened. He has been referred by a long-time friend so I know I could find him. I didn't know if the forgery and switch was done by the former Fremont employee in New Jersey or at their California headquarters. I wanted to find out who was responsible so that I could lodge my charge against the responsible party. So I tracked down the

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<sup>4</sup> See USDCNJ Filing #99 page 34, footnote 85. [Click to view.](#)

<sup>5</sup> See USDCNJ Filing #99 page p. 110 [Click to view.](#)

former Fremont employee to whom I was referred and spoke with him. After a conversation, reviewing my notes and reflecting back on that time, I realized the person to whom I was referred was responsible for *forging my signature and switching pages*, and the Fremont employees in California were responsible for covering it up. I have found most of them and they are listed as Witnesses (Witnesses 1, 2 and 3). People who were unwittingly brought into this process are Witnesses 4, 5 & 6.

Such fraud may underlie the reason that the FDIC issued Fremont a Cease and desist order. This is addressed and presented in the USDCNJ Case files. Despite my FOIA requests, the FDIC has not provided any information beyond their press release.

The former Fremont employees from their California Headquarters told me that the mortgage document had been given to the affiliate and funds transferred but she could fix it by having another copy signed so that she could submit it as a modification. Since it was only a few months the extra interest expense was minimal so I agreed. I sent her the newly signed mortgage document. She never sent back the corrected document so I stopped paying to firmly communicate that I did not agree to the principal, defined interest rate, terms and conditions that supported the monthly payment amount. I also wanted to push her to send me the correct information as soon as possible. The next thing I knew, Fremont was out of business!

The Defendants' attorney who was not deposing me promised to get me a copy of the fraudulent mortgage and the attorney from the law firm who attended the deposition assured me that I would get a copy. (Witnesses 34 & 35). I never got the copy. Instead, the Defendants' attorney and another attorney from my former law firm, sent me another fraudulent legal document (copy in the USDCNJ Case files) that had a January 2015 hearing date and was stamped by the NJ Court. It looked official to me. I was assured that the foreclosure was on hold until after January; a couple of months later my attorney withdrew from my case. I proceeded per se. I learned when I attended the Nov. 2014 hearing that it had not been postponed and the Judge presiding over the hearing told me that the document signed by both attorneys was "just a piece of paper". As I persevered, I learned in 2016 that a foreclosure had been granted in Sept. 2014, a week or so before my attorneys withdrew. As I worked through the stress, my body wore down, ultimately resulting in yet another major surgery since this matter began (will be addressed by Witnesses 125, 126 & 127). The case files include a picture of me performing a difficult exercise in November 2014<sup>6</sup>, before I found out that the foreclosure had been granted without my knowledge. I expected to have been able to explain all of

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<sup>6</sup> Evidence Item 1,142. For an updated, digital list contact [StopFraud@FinFix.org](mailto:StopFraud@FinFix.org). \_\_\_\_\_

this at a Federal mediation or at the Discovery hearing. I was denied the opportunity to explain to the NJ mediator. I hope that I am not denied the opportunity to appear before the Federal Mediator.

### **Avoiding Successful Litigation – Defendants Flex Power and Money**

Former Federal Officials who were apparently given false information about one or more of the Defendants (documents are included in the case files, have been located and are on the witness list. None are in New Jersey. The documents that evidence their opinion are in the case files.

Former Federal Officials, who were members of the Mortgage Task Group, who worked for the SEC, DOJ, CFPB and Treasury and were familiar with details of my case, are on the witness list. (Witnesses 83, 84, 87, 88, 89, 90, 91, 92, 93, 96, 98 & 99). This includes former officials who were assigned to the DOJ investigation that was opened on my 2014 submission. The DOJ letter (Evidence Item 1026<sup>7</sup>) acknowledging this investigation is in the case files. With the exception of 1 person, all of these former Federal Officials are employed by law firms that have one or more of the Defendant as clients. None of these people live or work or practice in New Jersey.

Clearly, the State of New Jersey does not have the jurisdictional power or influence to compel cooperation from these and other witnesses who can further corroborate much of the evidence presented in my case.

One former Litton Loan employee (Witness 7), currently works for Ocwen, confirmed in a deposition that Litton Loan routinely committed mortgage fraud. This person's deposition is in the case files. At least 5 additional former Litton Loan employees who were involved in their fraudulent processes are on the Witness List (Witnesses 11, 12, 14, 31 & 39). None list or work in New Jersey.

At least 5 other people from multiple firms hired by one or more of the Defendants, who were part of improper processes or threatened my witnesses are on the witness list. None are in New Jersey.

### **Securing The Illegal Foreclosure ♦ Legal Fraud**

The illegal foreclosure that Stern & Eisenberg, under the protection of Duane Morris, was secured by presenting and filing false documents to support the fraud. Using these documents, lying to Veronica Williams, the defendant in the foreclosure, telling her that the foreclosure would not be heard until after January 2015 and engaging Williams in intensive work to keep her from learning about the

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<sup>7</sup> An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)

hearing, the Defendants' attorneys secured the illegal foreclosure. It was awarded by Judge Klein in September 2014 and signed by Judge Innes on Nov? 2014. Both actions took place without Williams' knowledge and behind her back. Williams would not learn of the foreclosure until almost 2 years later.

My investigation revealed that there should be a place or person in "south Jersey" where an illegal or poorly litigated legal action can be awarded. The award of an illegal, "uncontested" foreclosure signed by a Judge in south Jersey (Witness 65) who did not hear the case, presented in a faraway county in north Jersey begs to question the validity and integrity of this foreclosure. A viable and honest explanation without interference from colleagues may probably only be obtained through the U.S. District Court of New Jersey or another Federal Court.

Actions by the Defendants and their lawyers and others prior to September 2014 demonstrate what lawyers refer to a consciousness of guilt and premeditation. Many such actions have been presented in the case files. For this appeal, I shall focus on the dastardly acts that support all counts in the initial complaint and amended complaint.

To do so, the Defendants' employees and lawyers resorted to outright lies and fraud that is punishable by hard prison time.

### **Subterfuge Elevated & Rampant from May 2014 thru Jan 2015**

My former attorney did not allow me to review the NJ complaint before it was submitted. Not only was Ocwen omitted; Fremont was misspelled. As my counsel I accepted his explanation that these errors would not matter because I would prevail regardless.

I prepared and submitted a master amortization document to the NJ Court (Nov. 2014), the Federal government (2015) and to the Defendants attorney (2014). This document included a master, interlocked amortization schedule starting August 1983 when I purchased my home; it also included copies of all mortgage on file with Essex County at the time. Based on this information, the principal balance before Fremont was about \$35,000; after the Fremont correct mortgage the principal balance should not have exceeded \$80,000. Ocwen had a principal balance was overstated in 2011 by at least \$211,000. (Evidence Items 324 & 1064) Most importantly, the mortgage was not valid for it, was never fully executed. The Fremont mortgage in the foreclosure complaint did not have the correct, agreed upon principal, defined rate, terms and conditions.



## **Securing The Illegal Foreclosure ♦ NJ Courts Hold Hearings Without Plaintiff's Knowledge or Participation**

The person who worked for Judge Mitterhoff and told me about the hearing that was scheduled in January 2016, also told me that she threatened to fire him if he continued talking to me. He is now a lawyer and also on my witness list (Witness 74). I would learn much later that Judge Mitterhoff held another hearing without my knowledge and rules against me. So I began appealing the decisions through the NJ Appellate and Supreme Courts. Not only were my appeals denied, I was stonewalled throughout the process. When I learned that several Judges held hearings without my knowledge and ruled against me, I knew I did not stand a chance of being heard in NJ Courts. So I prepared the complaint that I filed in the U.S. District Court of New Jersey.

## **Plaintiff Fights Back – Does Civic Duty by Notifying Federal Authorities of Multistate Financial Fraud**

I am sure that I am not the only person who submitted information to the U.S. Department of Justice and other Federal Agencies. I contacted senior officials with whom I had commonality. My extensive evidence supported illegal actions for which HSBC and Goldman Sachs paid ~\$470M and ~\$5B in fines, respectively<sup>8</sup>. The information that I provided, however, was quite compelling and extensive. Fines were levied and paid just months after the DOJ investigation into my case was opened. This information is well documented in the USDCNJ Case files. It would be a travesty if I will not be allowed to be heard in either Federal or State Court.

## **Plaintiff Fights Back – Repeatedly Denied Due Process**

In an effort to reveal the fraudulent and tortious actions by the Defendants, I filed two complaints (NJ Case Docket No. ESSX L – 000081-11 & NJ Case Docket No. ESSX L – 004753-13). I was barred from or not notified of hearings by several NJ Judges. One Judge made me wonder if there was false information that induced their actions.

To her credit, Judge Mitterhoff showed real concern when she came back into the courtroom after Attorney Messinger had left. She noticed that Attorney Mitterhoff and I had a lengthy discussion after the hearing. She wanted to know if we had worked out a solution. I told her we had, now I would find out Monday if Attorney Messinger would deliver on his promise. He did not. Worse, I received a Photon type email from Attorney Seiden which *demanded 8.4 times more* than Messinger and I had agreed to. Photon emails disappear when the reader attempts to save or print it. If I had known, I

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<sup>8</sup> See USDCNJ Filing # 99 page 17, Evidence Item 444 and more.

would have taken a screen shot of the message. The first attorney's (Witness 37) promise and second attorney's (Witness 35) follow-up was a classic good cop – bad cop scam. This was the beginning of my expedited degradation of trust in the NJ Courts and Legal system. I would later learn that Mitterhoff conducted a subsequent hearing without my knowledge or attendance. I believed my only recourse was to appeal in the Appellate Court, then to the NJ Supreme Court.

My instincts tell me that Judge Mitterhoff was given false information that, coupled with Court rules that unintentionally undermine per se litigants, prevented her from ensuring that I received fair treatment. I cannot confirm that instincts without damaging Judge Mitterhoff unless she is subpoenaed in Federal Court. The same *may* be true for Cocchia & Cresitello and Klein. I cannot conceive of an explanation for Judge Innes but his response to Federal subpoena may reveal something that I could not imagine.

After several instances of legal improprieties or apparent fraud, I was stonewalled by the NJ Appellate Courts and by the NJ Governor's Office in 2014. The State of New Jersey Judicial and Executive Branches repeatedly denied me due process. The current administration was not brought into office until 2018, long after I filed my case in U.S. District Court. I shall attempt to have my case re-opened and heard by The State of New Jersey Courts.

NJ's newly elected Governor and appointed Attorney General are in the Executive Branch which is separate from the Judicial branch where my due process was repeatedly denied, I have not confidence that there has been sufficient turnover in the Legislative Branch to make sure that I am given fair and impartial proceedings. Unfortunately, I also do not believe that sufficient Legislative Branch members remain with the courage to do what's right. The reputation of unfairness amongst some NJ legal and law enforcement is long entrenched and a widely unspoken open "secret".

Of course, there are many good and honest people in law and legal. I know many of them. Several are my relatives whom I greatly admire. But the honest legal and law enforcement professionals must have the courage to put as much at risk as I have, to allow that truth to be told. Allowing my case to proceed in the USDC may help give them the courage that is needed.

**Stress Induced Medical Problems Caused by Defendants Intensify**

Witnesses 125, 126 and 127 will explain how stress imposed by the Defendants, caused the extreme health problems that I have been subject to. If necessary, I will reveal a HIPPA<sup>9</sup> protected document that Witness Z told me rules out all possible reasons for my health problems except stress.

During my deposition by Attorney Seiden, a question was presented about a date which was the first day that I was hospitalized for stress, a few years after Litton Loan's fraudulent stack began. This date is one of several comments made during my deposition that do not appear in the transcript. I received unspoken confirmations that the Court Reporter recognized meanings behind things that I said that are not included in the transcript and whose deeper meaning appear to have not been understood by the two much younger men in the room during deposition. The Court Reporter who performed the transcription during my deposition is also on my Witness list (Witness 73). The two attorneys' who were present during the deposition are also on my Witness list (Witness 34 & 35).

**Plaintiff Recognizes Legal Deceit and Stonewalling**

With all due respect to the Defendants' attorneys, I know when someone is stonewalling and trying to bait me. I have more than enough experience leading and facilitating executive meetings, legal training and arbitration experience, throughout my 62 years to recognize and thwart deception and stonewalling. See my profile in the Case file (Evidence Items 992, 994 & 995) that provide extensive validation of my background. Videotapes, audio commendations, written referrals are referenced. Confirmation is also provided by letters from colleagues provided in the Case files. I am also prepared to present numerous other witnesses who will corroborate my character and expertise. My background combined with my quest for truth, support me in the compilation, assembly and preparation of this appeal. I can present extensive written, audio, video and witness testimony to corroborate this.

My case also exposes and explains ongoing fraud made possible by past deceptive and fraud actions by the Defendants and their attorneys. Evidence and witnesses have been are included in the case files. My next filing, enclosed, is in response to a Defendant's question and includes another evidence item.

I have analyzed this matter extensively and conducted thorough investigations to compile evidence that corroborates my charges against the Defendants. Other witnesses will attest to:

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<sup>9</sup> Health Insurance Portability and Accountability Act of 1996

- A propensity of the Defendants for breaking laws to perpetuate this fraud
- Defendants use of “excessive persuasion” to obtain information to which they are not entitled
- And more

14 years fighting this injustice has honed a new set of legal and investigative expertise. The Plaintiff's financial and operations expertise has been sharpened further. Highlights of a cross section that has been uncovered and presented to the Court may be found in Case Files and summaries downloaded at:

<http://www.fifix.org/Case-Summary.html>,

<http://www.fifix.org/Fraud-Timeline.html> ,

<http://www.fifix.org/Williams-v-BigBanks.pdf> ,

Case Filing #99 [Court Filing](#) [Clear-Document](#)

or you may peruse [www.FinFix.org](http://www.FinFix.org).

### **Plaintiff Wants To Be Heard**

As a business owner and arbitrator, I believe in reaching a win-win resolution over trial. Always (see <http://www.makeitwin-win.com>). All parties, however, must come to the table in good faith. The Defendants have failed to do so. The State of New Jersey as supported the Defendants, hopefully by only a few employees, in their avoidance of legal recourse available to this Plaintiff. Given past acts, I am more than willing to mediation but, given past acts, only with an appropriate officer of the Court present or facilitating. The mediation that I expected from the State of New Jersey, and to which I was entitled, was never held. Yes, this Plaintiff was duped by attorneys on both sides. They proceeded with deceptive acts in an effort to steal the property in which I have invested over \$1M over 36 years. Their success shut down my ability to earn a living and consumed my retirement. So I, of course, fought back.

**Federal Statutes That Support USDCNJ Jurisdiction.** Upon reading the Opinion, I realize that I did not tie the reasons that this case should be heard in the U.S. District Court of New Jersey back to the law. I could not find a law that justified removal of a case to Federal Court from State Court due to denial of due process by the State Courts. I did find laws that supported the removal of my case to Federal Court. So I will attempt to extract filed information that is relevant to these laws.

## Diversity Jurisdiction

Diversity jurisdiction is codified at [28 U.S.C. § 1332](#)

The Defendants' headquarters are all located in states *other than* New Jersey. Virtually all witnesses are in states other than New Jersey; many are far away in California, Texas and Florida.

HSBC headquarters in NY	Litton Loan headquarters in TX & FL
Goldman Sachs headquarters in NY	Ocwen headquarters in FL
Fremont headquarters was in CA, it's assets are managed in MD	Stern & Eisenberg headquarters in PA

Fair and proper litigation of this case is beyond the jurisdiction of New Jersey. This case, therefore, should be tried in Federal Court to comply with Diversity Jurisdiction.

### SUPPORTING CASE LAW:

*Maine v. Thiboutot* in 1980, the Supreme Court ruled that Section 1983 actions were not limited to civil rights laws, but also extended to **violations of all federal laws**, such as alleged discrimination in state implementation of federal programs like Medicare and Medicaid.

(SOURCE: <https://www.fjc.gov/history/courts/jurisdiction-federal-question>)

*Held:*

1. Title 42 U.S.C. 1983 - which provides that anyone who, under color of state statute, regulation, or custom deprives another of any rights, privileges, or immunities **"secured by the Constitution and laws" shall be liable to the injured party - encompasses claims based on purely statutory violations of federal law**, such as respondents' state-court claim that petitioners had deprived them of welfare benefits to which they were entitled under the federal Social Security Act. Given that Congress attached no modifiers to the phrase "and laws," the plain language of the statute embraces respondents' claim, and even were the language ambiguous this Court's earlier decisions, including cases involving Social Security Act claims, explicitly or implicitly suggest that the 1983 remedy broadly encompasses violations of federal statutory as well as constitutional law. Cf., e. g., *Rosado v. Wyman*, [397 U.S. 397](#); *Edelman v. Jordan*, [415 U.S. 651](#); *Monell v. New York City Dept. of Social Services*, [436 U.S. 658](#). Pp. 4-8. (SOURCE: <https://caselaw.findlaw.com/us-supreme-court/448/1.html> )

### Federal Question Jurisdiction

Federal question jurisdiction is codified at [28 U.S.C. § 1331](#)

This case not only demands a contested federal issue (see Amendment Filed 3/1/18), it is a substantial one. This Plaintiff fervently believes that rampant financial fraud is a major reason for New Jersey ranking #1 and #2 in foreclosures in the United States. This is well evidenced throughout the case files, USDCNJ Filing #99 and in several Evidence Items).

### SUPPORTING CASE LAW:

*Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

Article titled "Issues in Subprime Litigation: Removal Despite Lack of Federal Claims By: Travis P. Nelson" asserted **"Any civil action brought in state court may be removed by the defendant to the federal district court in the district where such action is pending, if the district court would have original jurisdiction over the matter."**<sup>6</sup> In support of this statement Nelson cited 28 U.S.C. § 1441(a); *Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

## SELECT FILINGS IN U.S. DISTRICT COURT OF NEW JERSEY CASE NO. 2:16-vs-05301

USDCNJ FILING NO.	RELEVANT INFO CATEGORY	TITLE	DOWNLOAD LINK
26	1-2 Strategy	RESPONSE TO TWO BRIEFINGS IN OPPOSITION REPRESENTING ALL DEFENDANTS	<a href="#">CLICK HERE</a>
27	1-2 Strategy	SUPPLEMENT TO MOTION FOR DEFAULT JUDGMENT	<a href="#">CLICK HERE</a>
33	Per Se Effort	RESPONSE TO STERN & EISENBERG'S MOTION TO DISMISS	<a href="#">CLICK HERE</a>
37	Per Se Effort	RESPONSE TO REQUEST FOR CASE UPDATE From Federal Agency	<a href="#">CLICK HERE</a>
38	Deny Due Process	NEW JERSEY RELEASES NEW CASE FILES:	<a href="#">CLICK HERE</a>
39	Deny Due Process	NEW JERSEY CONTINUES TO DENY DUE PROCESS	<a href="#">CLICK HERE</a>
40	Legal Fraud	FORECLOSURE CASE FILE LADEN WITH FRAUDULENT AND ERRONEOUS INFORMATION	<a href="#">CLICK HERE</a>
41	Legal Fraud	FORECLOSURE:COMPLAINT, MORTGAGE & CERTIFIED FILES ARE FRAUDULENT	<a href="#">CLICK HERE</a>
42	Deny Due Process	STATE OF NEW JERSEY MAY BE ADDED AS DEFENDANT	<a href="#">CLICK HERE</a>
45	<b>Per Se Effort</b>	AMENDED COMPLAINT AND JURY DEMAND	<a href="#">CLICK HERE</a>
56	Deny Due Process	PLAINTIFF NOTIFIES NJ SUPREME COURT OF FRAUD	<a href="#">CLICK HERE</a>
57	Legal Fraud	ADDITIONAL EVIDENCE OF FRAUDULENT MORTGAGE	<a href="#">CLICK HERE</a>
58	Legal Fraud	STATE OF NEW JERSEY FORECLOSURE CASE FILES	<a href="#">CLICK HERE</a>
68	<b>Per Se Effort</b>	SEEK MEDIATION OR TRIAL IN COMING MONTHS	<a href="#">CLICK HERE</a>
77	<b>Per Se Effort</b>	MOTION TO DISMISS IS NOT JUSTIFIED	<a href="#">CLICK HERE</a>
78	<b>Per Se Effort</b>	MOTION TO ADD COUNT: FALSE INDUCEMENT TO INACTION	<a href="#">CLICK HERE</a>
81	<b>Per Se Effort</b>	UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS	<a href="#">CLICK HERE</a>
84	<b>Per Se Effort</b>	PLAINTIFF'S EFFORT TO CONTAIN FRAUD ASSOCIATED COSTS	<a href="#">CLICK HERE</a>
85	<b>Per Se Effort</b>	MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT ♦ PLAINTIFF REQUESTS COURT'S LEAVE TO ADD NEW COUNT	<a href="#">CLICK HERE</a>
3/1/2018	<b>Per Se Effort</b>	AMENDED COMPLAINT AND JURY DEMAND	CLICK HERE
90	Per Se Support	Character Letter from A. Engel	<a href="#">CLICK HERE</a>
91	Per Se Support	Character Letter from J. Sulak	<a href="#">CLICK HERE</a>
94	Per Se Support	Character Letter from Elizabeth Hull	<a href="#">CLICK HERE</a>
97	Per Se Support	Character Letter from J. Mitrano	<a href="#">CLICK HERE</a>
98	Per Se Support	Character Letter from M. Pappas	<a href="#">CLICK HERE</a>
99	<b>Per Se Effort</b>	OPPOSITION FILED BY DUANE MORRIS AND STERN & EISENBERG OUTWEIGHED BY FACTS AND COURT RULES AND LAW	<a href="#">CLICK HERE</a>
101	Per Se Support	Character Letter from D. Doyle	<a href="#">CLICK HERE</a>
107	<b>Per Se Effort</b>	PLAINTIFF PROPOSAL TO DEFENDANTS TO DELAY SALE OF HER HOME UNTIL AFTER TRIAL	<a href="#">CLICK HERE</a>
109	<b>Per Se Effort</b>	PLAINTIFF READY TO PROCEED: BURDEN OF EVICTION ON DEMAND; HEALTH UPDATE; PREVIEW OF TRIAL PLAN Filing <a href="#">#109 Original</a>	<a href="#">CLICK HERE</a>
110	<b>Per Se Effort</b>	TRIAL SEQUENCE & INDEX	<a href="#">CLICK HERE</a>
115	<b>Per Se Effort</b>	Plaintiff Provides New Dates to Help Avoid Scheduling Conflicts	<a href="#">CLICK HERE</a>

<b>PRIMARY WITNESSES EXPECTED TO TESTIFY</b>					
<b>Names Have Been Withheld To Avoid Witness Tampering – Legend at Bottom</b>					
<b>First Name</b>	<b>Last Name</b>	<b>Company</b>	<b>User 9</b>	<b>User 8</b>	<b>User 10</b>
Fred	Conroy	Fremont Investment & Loan	001	A	Fremont Fraud
Edward	McIntyre	Fremont Investment & Loan	002	A	Fremont Fraud
John	Conroy	Fremont Investment & Loan	003	A	Fremont Fraud
Paul	Conroy		004	A	
Paul	Conroy		005	A	
Leanne	Conroy	US Family Health Plan	006	A	Fremont Fraud
Kevin	Thompson	Ocwen Financial Corporation	007	A	Fremont-GS-Litton-Ocwen
Marlene	McIntyre		008	A	Fremont Fraud
Marla	Grumbine	Federal Deposit Insurance Corporation	009	A	Fremont Fraud
Michael	McIntyre	Banks - Veronica Williams	010	A	GS-Litton-Fremont fraud
Larry	Conroy	Litton Loan Servicing LP	011	A	Litton Fraud
Ray	Conroy	Litton Loan Servicing LP	012	A	Litton Fraud
Barbara	McIntyre	Telecom - Veronica Williams	013	A	Litton Fraud
Neil	Conroy	Litton Loan Servicing LP	014	A	
Michelle	Conroy	Evangelical Christian Credit Union	015	A	Fremont Fraud
Patrick	Conroy	Fremont	016	A	Fraud
Michael	Conroy	HomeXpress Mortgage Corp.	017	A	Fremont Fraud
Larry	Conroy	Selene Finance L.P.	018	A	Litton Fraud
Steve	Conroy	US Bank	019	A	Fremont Fraud
David	Conroy	Attorney Daniel Roy	020	B	Fremont Fraud & Legal
Christoph	Conroy	Royal Title Service Inc.	021	B	Fremont Fraud & Legal
Michael	Conroy	Royal Title Service Inc.	022	B	Fremont Fraud & Legal
Barbara	Conroy	Stern & Eisenberg, PC	023	B	Legal Fraud
Lee	Conroy	Stern & Eisenberg, PC	024	B	Legal Fraud
David	Conroy	Stern & Eisenberg, PC	025	B	Legal Fraud
Stacy	Conroy	Stern & Eisenberg, PC	026	B	Legal Fraud
John	Conroy	Retired	027	B	Fed official knowledge of
David	Conroy	Goldman Sachs & Company	028	C	Board-DI
Mary	Conroy	Goldman Sachs & Company	029	C	GS - Litton fraud
Henry	Conroy	Paulson Institute	030	C	Paulson Goldman to Treas
Chris	Conroy	Litton Loan Servicing LP	031	C	Litton Fraud
Carol	Conroy	c/o Stern & Eisenberg	032	D	Legal Fraud
Adam	Conroy	Denbeaux & Denbeaux	033	D	Legal Fraud
Ed	Conroy	Denbeaux & Denbeaux	034	D	
Quinn	Conroy	Duane Morris LLP	035	D	
John	Conroy	Duane Morris LLP	036	D	Legal Fraud
John	Conroy	Duane Morris LLP	037	D	Legal Fraud
Kevin	Conroy	Litton Loan Servicing LP	038	E	Litton Fraud
David	Conroy	former Litton Loan employee	039	E	Litton Fraud
Greg	Conroy	Opus Capital Markets Consultants	040	F	GS-Litton-Ocwen fraud

<b>PRIMARY WITNESSES EXPECTED TO TESTIFY</b>					
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<b>First Name</b>	<b>Last Name</b>	<b>Company</b>	<b>User 9</b>	<b>User 8</b>	<b>User 10</b>
		Opus Capital Markets Consultants	041	F	GS-Litton-Ocwen fraud
		American Modern Home Insurance Company	042	F	Litton Fraud
		American Modern Home Insurance Company	043	F	Litton Fraud
		Federal Reserve Bank	044	F	
		HSBC North American Holdings Inc.	045	G	Fremon-Litton- Ocwen
		HSBC North American Holdings Inc.	046	G	Fremon-Litton- Ocwen
		Sclar Adler LLP	047	H	GS - Litton fraud
		Enhance Financial Services Group, Inc.	048	H	GS - Litton fraud
		HSBC North American Holdings Inc.	049	H	Fremon-Litton- Ocwen
		Dune Capital Management LP (DCM)	050	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	051	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	052	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	053	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	054	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	055	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	056	I	GS - Litton fraud
		Dune Capital Management LP (DCM)	057	I	GS - Litton fraud
		Shellpoint Partners LLC	058	I	
		Ocwen Financial Corporation	059	J	GS fraud
		Schepisi & McLaughlin	060	K	Legal Fraud
		Schepisi & McLaughlin	061	K	Legal Fraud
		State of New Jersey Legislature	062	K	Legal Fraud
		State of New Jersey Legislature	063	K	Legal Fraud
		State of New Jersey Legislature	064	K	Legal Fraud
		State of New Jersey Legislature	065	K	Leal Fraud
		State of New Jersey Legislature	066	K	Legal Fraud
		State of New Jersey Legislature	067	K	Legal Fraud
		State of New Jersey Legislature	068	K	Legal Fraud
		State of New Jersey Legislature	069	K	Leal Fraud
		State of New Jersey Legislature	070	K	Legal Fraud
		State of New Jersey Legislature	071	K	Legal Fraud
		State of New Jersey Legislature	072	K	Legal Fraud
		TERRI CASALEGGIO	073	K	
		Wood, Smith, Henning & Berman LLP	074	K	Legal Fraud
		State of New Jersey Department of Treasury	075	L	Mail Fraud
		United States Postal Service	076	L	Mail Fraud
		United States Postal Service	077	L	Mail Fraud
		State of New Jersey Department of Treasury	078	L	Mail Fraud
		State of New Jersey Department of Treasury	079	L	Mail Fraud
		United States Senator Elizabeth Warren	080	M	Fraud
		Covington & Burling LLP	081	M	Multiple



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<b>First Name</b>	<b>Last Name</b>	<b>Company</b>	<b>User 9</b>	<b>User 8</b>	<b>User 10</b>
		Covington & Burling LLP	082	M	Fed Official VW Case
		Debevoise	083	M	Fed Official VW Case
		Debevoise	084	M	Fed Official VW Case
		United States Consumer Financial Protection Bureau	085	M	Fraud
		United States Department of the Treasury	086	M	Fed Official VW Case
		United States Department of the Treasury	087	M	Multiple
		United States Department of the Treasury	088	M	Fed Official VW Case
		United States Securities and Exchange Commission	089	M	Fed Official VW Case
		United States Department of Justice	090	M	Fed Official VW Case
		United States Securities and Exchange Commission	091	M	Fed Official VW Case
		United States Securities and Exchange Commission	092	M	Fed Official VW Case
		United States Securities and Exchange Commission	093	M	Fed Official VW Case
		United States Securities and Exchange Commission	094	M	Fraud
		United States Securities and Exchange Commission	095	M	Fed Official VW Case
		United States Securities and Exchange Commission	096	M	Fraud
		United States Senator Tom Coburn	097	M	Fraud
		United States Consumer Financial Protection Bureau	098	M	Fed Official VW Case
		United States Department of Justice	099	M	Fed Official VW Case
		Funded Justice	100	N	
		Funded Justice	101	N	
		Minneapolis Federal Reserve	102	O	Paulson Goldman to Treasury
		Perella Weinberg Partners	103	O	Paulson Goldman to Treasury
		Upfront Ventures	104	O	Paulson Goldman to Treasury
		Radian Group Inc.	105	O	GS - Litton fraud
		Black Rock	106	O	Paulson Goldman to Treasury
		Cushman & Wakefield, Inc	107	O	Paulson Goldman to Treasury
		BDT & Company	108	O	Paulson Goldman to Treasury
		Ocwen Financial Corporation	109	P	Fremont-GS-Litton-Ocwen fraud
		Ocwen Financial Corporation	110	P	Fremont-GS-Litton-Ocwen fraud
		Veronica Williams' in Essex County NJ	111	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	112	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	113	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	114	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	115	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	116	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	117	Q	Legal Fraud
		Veronica Williams' in Essex County NJ	118	Q	Legal Fraud
		Harvard University	119	R	GS Fraud
		Initiative for a Competitive Inner City (ICIC)	120	R	GS fraud

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<b>First Name</b>	<b>Last Name</b>	<b>Company</b>	<b>User 9</b>	<b>User 8</b>	<b>User 10</b>
		Capital One Financial Corporation	121	S	Damages
		Nudelman, Klemm and Golub	122	S	Damages - Fraud
		Nudelman, Klemm and Golub	123	S	Damages - Fraud
		Nudelman, Klemm and Golub	124	S	Damages - Fraud
		Shulman Wellness Center LLC	125	U	Multiple
		St. Barnabas Medical Center	126	U	Damages
		Summit Medical Group	127	U	Damages
		Experian	128	V	Damages - Credit
		Trans Union LLC	129	V	Damages - Credit
		Dun & Bradstreet Corp.	130	V	Damages - Credit
		Equifax Credit Information Services	131	V	Damages - Credit
		Economic Damage Advisory Services, LLC	132	V	Damages
		Emerging Technology Consortium	133	V	Damages
		EndPoint Consulting Group, LLC	134	V	Multiple
		GAP SOLUTIONS	135	V	Multiple
		GSA - U.S. General Services Administration	136	V	Multiple
		Invizion, Inc.	137	V	Damages
		Noel & Company, PC	138	V	Fraud
		State of NJDepartment of Banking and Insurance	139	V	Fraud
		The Lone Ranger, LLC	140	V	Multiple
		The McClatchy Company	141	V	Fraud
		The Ravens Group Inc.	142	V	Damages
		United States Department of Homeland Security	143	V	Multiple
		United States Department of Transportation	144	V	Multiple
		Independent contractor	145	V	Fraud
		United States Dept of Housing & Urban Development	146	V	Damages
		World Information Technology Solutions, LLC	147	V	Damages
		World Information Technology Solutions, LLC	148	V	Damages
		Powers Kirn LLC	149	V	
		INNOVIS	150	V	Damages - Credit
		INNOVIS	151	V	Damages - Credit
		ACT Inc.	152	V	Multiple
		Business Sense	153	V	Multiple

<b>INDEX TO WITNESSES TO TESTIFY</b>	
<b>Categories &amp; Numbers Assigned to Witnesses</b>	
<b>CATEGORY</b>	<b>DESCRIPTION</b>
A	Fremont Fraud Process
B	Other Mortgage Fraud Process
C	Litton Fraud
D	Foreclosure Fraud Process
E	Litton Fraud Process
F	Other Mortgage Servicing Process
G	Underwriting Process
H	Mortgage Capital Sourcing
I	Mortgage Capital Leverage
J	Mortgage Collection Fraud
K	NJ Legal Fraud
L	Mail Fraud – Legal Evading
M	Fed Notify
N	Legal Interference
O	Goldman Sachs Positioning
P	Ocwen Extended Wrongful Collection
Q	Legal Scam – other Veronica Williams'
R	Deceptive Information Gathering
S	Prior Bad Acts
T	
U	Physician & Healthcare Providers
V	VW Support

## Over 1,140 Evidentiary Items Digital Copies Files & Available Upon Request

of 12/24/2018	USDCNU Filings	Page 1
MASTER LIST NO.	DOCUMENT	
1	Complaint Filed August 2016	
	Complaint Filed August 2016	
2	Exhibit to 1 Complaint, by VERONICA A. WILLIAMS. (Clerk's Note: document submitted by plaintiff with signature as per Court's QC message of 8/30/16) (sr.) (Entered: 09/12/2016)	
3	SUMMONS ISSUED as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OWEN, OWEN FINANCIAL CORPORATION, STERN & EISENBERG, PC, LLC Attached is the official court Summons, please fill out Defendant and Plaintiff's agency information and serve. Issued By "SHER ELL RAIMO" (mailed to plaintiff) (sr.) (Entered: 11/02/2016)	
4	NOTICE of Appearance by EVAN B. BARENBAUM on behalf of STERN & EISENBERG, PC, LLC (BARENBAUM, EVAN) (Entered: 10/02/2016)	
6	Corporate Disclosure Statement by STERN & EISENBERG, PC, LLC. (BARENBAUM, EVAN)(Entered: 11/10/2016)	
8	Application and Proposed Order for Clerk's Order to extend time to answer as to Complaint. (BARENBAUM, EVAN) (Entered: 11/10/2016)	
7	NOTICE of Appearance by STUART I. SEIDEN on behalf of FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OWEN, OWEN FINANCIAL CORPORATION (SEIDEN, STUART) (Entered: 12/02/2016)	
8	APPLICATION/PETITION for Extension of Time to Answer, Move, or Otherwise Reply for by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OWEN, OWEN FINANCIAL CORPORATION. (SEIDEN, STUART) (Entered: 12/02/2016)	
8	Second MOTION for Extension of Time to File Answer to Complaint by STERN & EISENBERG, PC, LLC (BARENBAUM, EVAN) (Entered: 12/02/2016)	
10	CERTIFICATE OF SERVICE by STERN & EISENBERG, PC, LLC to Application for Second Extension of Time to Answer Complaint (BARENBAUM, EVAN) (Entered: 12/02/2016)	
11	ORDER granting Stern & Eisenberg's extension of time to respond to the Complaint until 12/03/16. Signed by Judge Esther Siles on 12/17/16. (sr.) (Entered: 12/02/2016)	
12	Third MOTION for Extension of Time to File Answer to Complaint, by STERN & EISENBERG, PC, LLC. (Attachments: (Text of Proposed Order),( Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/14/2016)	
13	Letter from Evan Barenbaum requesting Extension of Time. (Attachments: (Text of Proposed Order, ( Certificate of Service) (BARENBAUM, EVAN) (Entered: 12/15/2016)	
14	ORDER granting (2) Motion for Extension of Time to Answer. Defendant Stern & Eisenberg, PC shall respond to the Complaint by 11/21/17. Signed by Judge Esther Siles on 12/16/16. (sr.) (Entered: 12/16/2016)	
16	MOTION to Dismiss Complaint by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OWEN, OWEN FINANCIAL CORPORATION. Responses due by 1/2/2017 (Attachments: ( Brief, ( Certification of Stuart Seiden, (Text of Proposed Order, ( Certificate of Service) (SEIDEN, STUART) (Entered: 12/22/2016)	
18	MOTION for Plainiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC, LLC. (Attachments: ( Exhibit J, ( Exhibit 2, ( Exhibit 3, ( 1. Text of Proposed Order, (2 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/22/2016)	
17	ACKNOWLEDGMENT OF SERVICE submitted by VERONICA A. WILLIAMS. (sr.) (Entered: 12/27/2016)	
18	Motion for Default Judgment	
18	Letter from Veronica Williams re (MOTION for Default Judgment. (sr.) (Entered: 12/29/2016)	
20	BRIEF in Opposition filed by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OWEN, OWEN FINANCIAL CORPORATION re (1) MOTION for Default Judgment as to (Attachments: ( Certificate of Service)(SEIDEN, STUART) (Entered: 01/02/2017)	
23	MOTION requesting to reschedule 1/17/17 hearing by VERONICA A. WILLIAMS. (Attachments: ( proposed order)(sr.) (Entered: 01/11/2017)	

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MASTER LIST NO.	DOCUMENT
21	BRIEF in Opposition filed by STERN & EISENBERG, PC, LLC re: 18 MOTION for Default Judgment as to Stern & Eisenberg, P.C. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
22	MOTION to Withdraw J.S. MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC,LLC. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
24	TEXT ORDER: The Court has received Defendants letter and motion to withdraw dated January 6, 2017. (ECF No. 22). Defendants motion for Plaintiff to Lodge and Serve Exhibits to Complaint (ECF No. 18) is deemed withdrawn. So Ordered by Magistrate Judge Joseph A. Dickson on 1/10/17. (jrn.) (Entered: 01/10/2017)
26	TEXT ORDER: The Court has received Plaintiff's letter dated January 5, 2017. (ECF No. 23). There are no hearings or appearances currently scheduled for any of the pending motions filed. Therefore, the parties are not scheduled to appear on January 17, 2017. So Ordered by Magistrate Judge Joseph A. Dickson on 1/11/17. (jrn.) (Entered: 01/11/2017)
28	Plaintiff's RESPONSE to briefings in opposition representing all defendants: etc. (jr.) (Entered: 01/11/2017)
27	NOTICE/SUPPLEMENT to 18 MOTION for Default Judgment submitted by VERONICA A. WILLIAMS (jr.) (Entered: 01/22/2017)
28	NOTICE/CONSENT & REGISTRATION FORM to receive documents electronically by VERONICA A WILLIAMS (jr.) (Entered: 01/23/2017)
29	MOTION to Dismiss for Lack of Jurisdiction by STERN & EISENBERG, PC, LLC. Responses due by 3/6/2017 (Attachments: # Text of Proposed Order, #1 Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/23/2017)
30	APPLICATION/MOTION requesting to reschedule 29 motion to Dismiss on or after 3/6/17 by VERONICA A. WILLIAMS. (jr.) (Entered: 01/31/2017)
31	RESPONSE in Opposition filed by STERN & EISENBERG, PC, LLC re: 29 MOTION to Dismiss for Lack of Jurisdiction (Attachments: # Text of Proposed Order, # J Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/31/2017)
33	RESPONSE to Motion filed by VERONICA A. WILLIAMS re: 29 MOTION to Dismiss for Lack of Jurisdiction (jr.) (Entered: 02/06/2017)
32	TEXT ORDER: The Court is in receipt of Plaintiff's application requesting adjournment of a February 21, 2017 hearing. (See D.E. No. 30). Unless otherwise directed by the Court, Defendant Stern & Eisenberg, P.C.'s motion to dismiss (D.E. No. 29) will be decided on the papers and no appearances are required. Plaintiff's application is therefore moot. So Ordered by Judge Esther Salas on 2/17/2017. (ps.) (Entered: 02/07/2017)
34	Letter from Veronica Williams re: 33 Response to Mot ion. (jr.) (Entered: 02/15/2017)
36	PLAINTIFF'S NOTIFICATION of response from NJ Superior Court Appellate Division submitted by VERONICA A. WILLIAMS (jr.) (Entered: 02/16/2017)
38	RESPONSE to Defendant's expected response submitted by Veronica Williams. (jr.) (Entered: 04/05/2017)
37	RESPONSE to Request for Case Update (from Federal Agency) submitted by Veronica Williams. (jr.) (Entered: 04/12/2017)
38	Letter from Veronica Williams RE: NJ additional case files: etc. (jr.) (Entered: 04/19/2017)
39	Letter from Veronica Williams RE: NJ denial of due process; etc. (jr.) (Entered: 04/19/2017)
40	Letter from Veronica Williams re: foreclosure file. (jr.) (Entered: 04/20/2017)
41	Letter from Veronica Williams RE: foreclosure based on fraudulent mortgage. (jr.) (Entered: 04/20/2017)
42	Letter from Veronica Williams intending to add the State Of New Jersey to the Complaint. (jr.) (Entered: 05/05/2017)

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MASTER LIST NO.	DOCUMENT
43	Letter from Veronica Williams re: add filon of State of NJ as a Defendant. (jr, ) (Entered: 05/06/2017)
44	MOTION for Interlocutory Injunction by VERONICA A. WILLIAMS. (jr, ) (Entered: 05/12/2017)
45	AMENDED COMPLAINT against STATE OF NEW JERSEY, filed by VERONICA A. WILLIAMS (jr, ) (Entered: 05/12/2017)
46	Request for Summons to be issued by VERONICA A. WILLIAMS as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE E-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, COWEN, COWEN FINANCIAL CORPORATION, STATE OF NEW JERSEY. (jr, ) (Entered: 05/12/2017)
47	SUMMONS ISSUED (AMENDED COMPLAINT) as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, COWEN, COWEN FINANCIAL CORPORATION, STATE OF NEW JERSEY, STERN & BISENBERG, PC, LLC Attached is the official court summons, please fill out Defendant and Plaintiff's attorney information and serve. Issued by "SHEREE RAMO" (jr, ) Amended to Plaintiff (Entered: 05/12/2017)
48	TEXT ORDER: The Court is in receipt of Plaintiff's motion for an interlocutory injunction seeking a stay of state court proceedings. (See D.E. No.44). Defendants are ordered to submit an opposition to Plaintiff's motion by 5/18/2017, and Plaintiff may submit a reply by 5/23/2017. So Ordered by Judge Esther Siles on 5/18/2017. (ja, ) (Entered: 05/18/2017)
49	BRIEF in Opposition filed by HSBC BANK USA, N.A. re:44 MOTION for interlocutory injunction (Attachments: # Certification of Counsel, #4 Certificate of Service)(SEIDEN, STUART) (Entered: 05/18/2017)
50	Notification of documents filed submitted by VERONICA A. WILLIAMS (jr, ) (Entered: 05/19/2017) <b>COURT SAYS IT WAS FILED TOO LATE</b>
51	RESPONSE to objection to interlocutory injunction submitted by Veronica Williams.(jr, ) (Entered: 05/23/2017) <b>SAME FILE ON PC WITH 2 DIFFERENT NAMES</b>
52	Letter from Duane Moris. <b>[RESPONSE TO PLAINTIFFS IMPROPER AMENDED COMPLAINT]</b>
53	<b>[AFFIDAVIT OF SERVICE TO NJ ATTORNEY GENERAL FOR STATE OF NJ]</b>
54	<b>[UPDATED CERTIFICATION OF AFFIDAVITS]</b>
55	<b>[REQUEST FOR DELAY FOR PLAINTIFFS SURGERY]</b>
56	<b>[LOST TRUST IN STATE OF NJ]</b>
57	<b>[PLAINTIFF: ADD EVIDENCE OF MORTGAGE FRAUD]</b>
58	<b>[PLAINTIFF: STATE OF NJ FORECLOSURE CASE FILES]</b>
59	Not For Publication * C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_LitonLoan\COURT_Federal Court\Prep\USDC-Data-Filed\USDC-Data-PACER-not-for-publication.pdf <b>PLAINTIFF'S MOTIONS DENIED</b>
60	<b>[GOLDMAN SACHS NEEDS REPRESENTATION]</b>
61	<b>[PLAINTIFF: MUST REFRAIN UNTIL AFTER SURGERY]</b>
62	Plaintiff Requests Federal Mediator-June 29, 2017 LETTER
63	Response to Defendants/Notice on Judges Order -LEGAL FILING
64	Letter from Plaintiff to Court re: Surgery
65	Letter Order
66	Plaintiff's Update on Surgery
67	Cowen Cease & Desist Request
68	Seek Mediation or Trial
69	Motion for Interlocutory Injunction
70	Letter from Duane Moris
71	Court Order letter <b>[READ THIS - SALAS REOPENS ORDER]</b>
72	Letter Order Pursuant to Rule 16

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MASTER LIST NO.	DOCUMENT
73	Plaintiff Letter Re/Discovery Plan & Feb. 9 Hearing
74	Plaintiff Receives Medical Release
76	TEXT ORDER ON FEBRU 9, 2018 (changed to 11:30 - FOR BOOKS text to document #2) TEXT ORDER: The parties are advised that the TIME of the R18 conference scheduled for 2/9/18 has been moved to 11:30 am. See Order by Magistrate Judge Joseph A. Dickson on 1/18/18. (jw)
78	Plaintiff Preparing Consolidated Discovery Plan
77	PLAINTIFF: Motion to Dismiss Not Justified
78	PLAINTIFF: Add Count: False Inducement to Action
78	S&E: Ask for Time to Respond
80	RESPONSE TO DEFENDANTS' "INITIAL DISCLOSURES" DOCUMENT - SUBMITTED FEB. 6, 2018
81	UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS
82	Memorandum of Law in Opposition to New Count by Seiden
83	Stem & Eisenberg's Opposition to New Count by Barenbaum
84	Plaintiff's Effort to Contain Fraud Associated Costs
86	MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT
88	Defendants Ignore Judge Dickson Directive
87	Defendant Seiden's Opposition to Plaintiff's Leave to Amend Complaint
88	Defendant Barenbaum's Opposition to Plaintiff's Leave to Amend Complaint
88	Plaintiff Request for More Time
89	Character Letters for Plaintiff from Anat Engel
89	Character Letters for Plaintiff from John Sulak
89	Plaintiff Requests Extension
89	error: Filing from Another Case
89	Character Letters for Plaintiff from Elizabeth Hull
89	LETTER ORDER granting (90) Plaintiff's Application for an extension of time to file a brief in further support of her motion to amend by 5/4/18. Signed by Magistrate Judge Joseph A. Dickson on 4/5/18. (jw)
89	LETTER APPLICATION requesting an extension of time to respond to (89) memorandum & (90)brief by VERONICA A. WILLIAMS
89	Character Letters for Plaintiff from John Mirano
89	Letter from Marsha Pappas RE: Veronica Williams. (jw)
89	Plaintiff's Response to Defendant's Latest Oppositions. (Attachments: # (1) Cover Letter, # (2) Envelope)(jw)
89-1	Cover Letter
89-2	Envelope
100	Plaintiff's letter requesting that the Court order Mr. Seiden to send her files re: Two Depositions; etc. (jw)
101	Letter from David Doyle Re: Veronica Williams.(jw)
102	Letter from Veronica Williams re: Meeting Duane Morris in court only. (jw)
103	Plaintiff Updates Subpoena List
104	Letter to Court - copy of Response to IR5
106	Letter to Judge Salas & Court - medical tests - ready after 8/1/18
108	Judge Salas Stays Case until 8/31/18
107	Plaintiff Proposes Defendants Suspend Sale of Her Home
188	

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MASTER  
LIST NO.

## DESCRIPTION OF EVIDENCE ITEM

- More than 10 years of time, money and effort went into preparing my first - ACT Inc. - for the impending orders on our 2008 contract. The new orders required that I assimilate my operations. To achieve this, I decided to utilize loans. After taking my home's equity between 2008 and 2007 (PROOF) without an offer over \$175,000, I decided to stop. My second option was to trade my cash of capital and operations cash by restructuring debt, a common practice. Several firms offered to refinance my mortgage, I chose Utron Loan.
- CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS**
- + Chase offered 9% for both mortgages
  - + Had several conversations with Utron loan
    - o Told them of my concern I refinanced in 2008 due to Utron Loan's bad reputation and recording payments late (PROOF & Ex1 Post-2010 & Ex1 Reference)
    - o Mortgage filed with the Essex County Hall of Records
    - o Utron loan added about \$11,875 & Preempt added about \$95,875 to my principal (Ex1 PROOF)
    - o Refinanced with Preempt loan to escape Utron loan (for mortgage history see Ex1 PROOF)
    - o Utron assured me they would give me a modification if HAMP did not come through (Ex1 PROOF)
    - o First after "letting" entering my check, no verification of condition, credit score etc.) I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex1 PROOF)
    - o Utron reduced my mortgage principal but not enough (Ex1 PROOF)
    - o In addition to the amount Utron loan had added to my principal, Preempt added about \$95,875 to my principal (Ex1 PROOF)
  - + Despite excessive attention to principal I decided to proceed, to focus time on ACT Inc. customers, brought acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex1 PROOF) Stopped up marketing and sales in 2008 (Ex1 working Group, RA meetings, Proposals show DHS, DC, HUD - Ex1 WITNESS)
- (Witness List)
- + Sept. 2009 - Received job offer from FEMA to gain immediate "past performance", contingent upon security clearance approval (Ex1 PROOF)
    - o 2/25/09 - to Tulsa Center Ex1 PROOF
    - o 8/28/09 - to Nevada Moore Ex1 PROOF
    - o 8/2/09 - to Loss Mitigation Dept. Ex1 PROOF - 9/28/09 - to Loss Mitigation Dept. Ex1 PROOF - 11/28/09 - to Nevada Center Ex1 PROOF
- (Lifton Worked Files)
- (Profit & Loss Statements for Lifton Loan)
- + I paid off uncollateralized debt (Ex1 PROOF)
- (purchase money order and sent it with returned checks to Utron (Ex1 PROOF, Ex1 PROOF, Ex1 PROOF)
- (Proof of Mortgage Payments)
- (Proof of Mortgage Payments)
- + Continued with my "living mobile" trial prep for FEMA job (Ex1 WITNESS)
  - + Cultivating business relationships and improved remote operations for ACT Inc. (Ex1 WITNESS)
  - + Completed F-Comp & responses for Federal Security Clearance on 12/12/2009 (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + Began drive from FL Lauderdale, FL to South Orange, NJ - alone (Ex1 WITNESS)
  - + Too exhausted to attend, Foreclosure was granted for Docket F- 20279-09 (Ex1 PROOF)
  - + Was told it was an error and would be reversed if I sent an additional payment (Ex1 PROOF)
  - + I completed all payments required for my modification (Ex1 PROOF)
  - + Dec. 2009 Utron loan reneged on modification by foreclosing (Ex1 PROOF)
  - + Dec. 2009 Utron said they could stop foreclosure if I documented what we discussed (Ex1 PROOF)
  - + Jan. 2010 Utron loan's staff was unaware of the legal response by their attorney. With apology for Utron's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex1 PROOF & Ex1 Post-2010 & Ex1 PROOF)
- (Proof of Mortgage Payments)
- (Modification Checks)
- + Mar 2010 Lost Clearance (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + 8/16/10 Lost OIA contract (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + 9/11/10 Lost FEMA job (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + 2010 - Health declined (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + 2010 - My company - ACT Inc. - now in jeopardy (Ex1 WITNESS)
  - + 2010 - Ability to find jobs decreased (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- VW FOUGHT BACK**
- + DATE Tried to get Utron loan, Goldstein facts & HRC to review my account & create a win-win solution (Ex1 PROOF & Ex1 PROOF Ex1 PROOF Ex1 PROOF Ex1 PROOF Ex1 WITNESS)
  - (ENTER RESPONSE)
  - (ENTER RESPONSE)
  - (ENTER RESPONSE)
- (Witness List)
- + 2010 - 2011 Utron loan and Goldstein facts refused to discuss the matter (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + DATE Appeared to RI Banking Commission, SEC, Federal Reserve & others (Ex1 PROOF Ex1 PROOF & Ex1 WITNESS)
  - (ENTER RESPONSE)
- (Witness List)
- + Aug 2011 Filed legal complaint against Utron loan & Goldstein facts (Ex1 PROOF)
  - + DATE Served Utron loan & Goldstein facts (Ex1 PROOF & Ex1 WITNESS)
- (Witness List)
- + Sept. 1, 2011 Goldstein facts sold Utron Loan to Choren (Ex1 PROOF & Ex1 P. IN THE NEWS) (COPY TO COURT ONLY & Ex1 SEC or SEC1 & Ex1 WITNESS)
  - (CLICK TO VIEW)
  - (CLICK TO VIEW)
  - (CLICK TO VIEW)
- (Witness List)
- + Sept. 1, 2011 Federal Reserve orders Goldstein facts to conduct Foreclosure Review (Ex1 PROOF)
  - + 2011 Utron loan's attorney never responded to questions (Ex1 PROOF)



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PAGE NO.	DESCRIPTION OF EVIDENCE ITEM
265	+ Sept. 18, 2011 Newline Litton Loan serv Goldman Sachs (as serv) showed up at court hearing - VW granted motion (ExB: PROOF & ExC: WITNESS)
266	(WITNESS LIST)
267	+ Sept. 2011 Litton Loan-Goldman Sachs's attorney used court error to disqualify hearing to withdraw and refiled (ExB: PROOF & ExC: WITNESS)
268	(CLICK TO VIEW)
269	+ Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (ExB: PROOF
270	PROOF & ExC: PROOF & ExC: WITNESS)
271	(CLICK TO VIEW)
272	(CLICK TO VIEW)
273	(CLICK TO VIEW)
274	+ 2011-2012 My health declined more (ExB:PROOF & ExC: WITNESS)
275	(WITNESS LIST)
276	+ March 2012 Foreclosure Document with intention of collecting money rather than resolving errors (ExB: PROOF)
277	+ 2012 - 2014 Goldman Sachs and HFC ignored VW, backing Cozen as they bullied me with collection (ExB: PROOF & ExC: PROOF & ExC: WITNESS)
278	(CLICK TO VIEW)
279	(WITNESS LIST)
280	+ Sept. 2012 Hospitalized for stress (ExB:PROOF & ExC: WITNESS)
281	
282	+ Oct. 2012 Hospitalized for stress ( ExB:PROOF & ExC: WITNESS)
283	(WITNESS LIST)
284	+ Began praying and meditating throughout the day, every day
285	+ Jan. 2013 hospitalized for stress (ExB:PROOF & ExC: WITNESS)
286	(WITNESS LIST)
287	+ Feb. 2013 Gathered strength to prepare meals and drive (ExC: WITNESS)
288	+ March 2013 Resumed physical therapy after 4 months of life threatening health condition (ExC: WITNESS)
289	WITNESS)
290	+ Spring 2014 VW searched for attorney with courage & knowledge to represent me (ExC: WITNESS)
291	+ April 2014 Tried to secure HAMP again, directly via HUD this time (ExB: PROOF)
292	+ March 2014+ HAMP 1st - via Fern(ExB: PROOF), 2nd Michael Martin (ExB: PROOF-audio only & PROOF), 3rd Jacobus said my case is "out of scope" (emails removed by
293	Novabest 02/16)
294	(CLICK TO VIEW)
295	(CLICK TO VIEW)
296	+ 2012 - NOW Property continued to decline, FIRM denied repairs, Insurance again check sent to Litton (ExB: BEFORE -AFTER)
297	+ April 24, 2014 VW retained Debusse & Debusse (ExB: PROOF & ExC: WITNESS) Foreclosure litigation
298	
299	+ June 2014 Filed new complaint against all defendants (ExB: PROOF)
300	+ Next 12 weeks Lots of legal filings, hearings, HFC started foreclosure proceedings again (ExB: PROOF)
301	+ Aug. 2014 Tried again to get HAMP offer (ExB: PROOF)
302	+ Sept. 2014 DD waived fees due to stress imposed health problems (ExB: PROOF)
303	+ Sept. 2014 VW called Mediator to find out what happened in July hearing. Told of discussions that I consider a "professional reminder of Goldman Sachs' & Duane Morris' power"
304	(ExC: witness)
305	+ Oct. 2, 2014 VW completed 4 hour deposition with redundant questions (cancelled physical therapy). Defendants' attorney showed mortgage documents that were questionable
306	(ExB: PROOF & ExC: WITNESS)
307	(WITNESS LIST)
308	+ Oct. 21, 2014 Defendants' attorney promises to sue Debusse if they lose (ExB: PROOF & PROOF)
309	(CLICK TO VIEW)
310	+ Oct. 27, 2014 Debusse withdrew (ExB: PROOF & ExC: WITNESS)
311	(CLICK TO VIEW)
312	+ Oct. 28, 2014 Attorneys for Plaintiff and Defendants "confirm" total date moved to Jan. 15, 2015 (ExB: PROOF)
313	+ Oct. 27, 2014 VW launches fundraising campaign (ExB: PROOF & ExC: WITNESS)
314	(WITNESS LIST)
315	+ Oct. 28, 2014 VW begins search for new attorney
316	+ Nov. 1, 2014 VW responds to Defendants' letter via letter (ExB: PROOF & PROOF & ExC: WITNESS)
317	(CLICK TO VIEW)
318	(WITNESS LIST)
319	<a href="#">a. Present all legal actions associated with this matter (ExC: PROOF)</a>
320	<a href="#">b. VW asks requested by position and ExB: PROOF</a>
321	(CLICK TO VIEW)
322	+ Confirmation of mortgage payment sent to Litton Loan on 4/1/05
323	+ History of Mortgages on 541 Scotland Road, South Orange, NJ property
324	+ Essex County Bill to Foreclosure 4/13/07 (while Plaintiff was still making payments)
325	+ Mortgage Discharged 7/30/08 & 3/23/12:
326	+ City Federal \$100,00 note on 8/25/03 cancelled 3/26/07 (changed from adjustable to fixed rate)
327	+ City Federal \$80,000 note on 12/24/06
328	+ City Federal \$80,000 note on 5/11/06 Discharged on 8/22/08
329	+ Mortgage History prepared by Plaintiff
330	+ Amortization Schedule prepared by Plaintiff
331	+ City Federal initial disclosure statement from Plaintiff
332	+ Amortization Schedule prepared by Plaintiff
333	+ Axman Loan documents from Plaintiff
334	+ Amortization Schedule prepared by Plaintiff
335	+ Litton Loan modification from Plaintiff
336	+ Litton Loan Commitment Letter dated 8/25/08
337	+ Federal Statement of Capabilities from Plaintiff's company

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MASTER LIST NO.	DESCRIPTION OF EVIDENCE ITEM
882	+ Witness List from Plaintiff
883	+ Offer Letter from FEMA (to get security clearance)
884	+ Modification Letter Requested by Litton Loan from Plaintiff 2/25/09
885	+ Modification Package Requested by Litton Loan from Plaintiff 3/23/09
886	+ Modification Letter Requested by Litton Loan from Plaintiff 8/2/09
887	+ Modification Letter Requested by Litton Loan from Plaintiff 9/28/09
888	+ Modification Letter Requested by Litton Loan from Plaintiff 12/28/09
889	+ Plaintiff retired massive debt in 2009 to comply with modification requirement from Litton
890	+ Checks Plaintiff Sent to Litton Loan for Modification
891	+ Payments to Litton Loan from Plaintiff
892	+ Letter 10/21/09 Requested by Bessie Cahoe Litton Loan with Payment Info from Plaintiff
893	+ Letter Requested by Federal Emergency Management Agency for clearance from Plaintiff
894	+ Letter from Defendants' First Attorney Confirming Judgement on Fraudulent Mortgage
895	+ Letter 1/10/10 Requested by Bessie Cahoe Litton Loan with Payment Info from Plaintiff
896	+ Letter 1/10/10 Requested by Bessie Cahoe Litton Loan with Payment Info from Plaintiff
897	+ Confirmation from FEDEX of mortgage payment sent to Litton Loan on 2/9/10
898	+ FEMA letter: Plaintiff failed security clearance and lost job 5/12/2010
899	+ Plaintiff's firm lost GSA Federal Supply Schedule on 3/16/10
900	+ Plaintiff Health Decline Will Be Confirmed by Doctors
901	+ Plaintiff's Ability to Get Jobs Declined
902	+ Good Faith letter from Plaintiff to Owen & Litton Loan
903	+ Plaintiff Requested Info from Owen on 1/23/11 & 11/12/12 (NEVER RECEIVED RESPONSE)
904	+ Plaintiff Letter to HSBC President on 6/10/10
905	+ HSBC Response dated 6/25/10 (sent 8/3/11) to Plaintiff's letter
906	+ NO EXHIBIT HERE
907	+ Letter from Federal Reserve Bank dated 9/3/10 (assumes incorrect information)
908	+ Additional Information Sent to SEC 8/7/11
909	+ Complaint Filed by Plaintiff - NJ Docket No. L-000083-11
910	+ Proof of Service & Legal Documents for Case L-000083-11. (DEFENDANTS DID NOT SHOW UP IN COURT)
911	+ Federal Reserve Announces Action Against Goldman Sachs for residential mortgage misconduct & negligence
912	+ Goldman Sachs To Sell Litton Loan to Owen announced 6/6/11
913	+ Attempts to Workout Solution with Owen
914	
915	
916	+ Owen's CEO ignores Plaintiff's Request to Review Account - Notified NJ Regulators (NO ACTION)
917	
918	+ Effort to Reverse Fraudulent Foreclosure 3/1/12
919	+ Effort to Correct Mortgage and Document Inconsistencies
920	+ Standard, Inadequate Response to Plaintiff's Package in Ex. 41
921	+ Voicemail from Michael Martin of Greenpath
922	(CLICK TO VIEW)
923	+ Decline of Plaintiff's Property While Being Defrauded by Defendants
924	+ Plaintiff Retained Denbeaux & Denbeaux 4/24/13
925	+ Denbeaux Files Complaint for Plaintiff
926	+ Plaintiff's Legal Costs Soar
927	+ Defendants' Actions Impose IRS Fines due to late filing
928	+ NO EXHIBIT HERE
929	+ Plaintiff Accepts Denbeaux Withdrawal 10/24/14 (Defendants threaten sanctions & attorney fees)
930	(CLICK TO VIEW)
931	+ Plaintiff Notifies Denbeaux That She Has Not Decided How to Proceed 10/31/14
932	+ Plaintiff Seeks Help To Combat Mortgage Fraud
933	+ Defendants' Attorney & Plaintiff's Former Send Misleading Document that Trial Was Adjourned (JUDGE SAID IT WAS JUST A PIECE OF PAPER)
934	+ NONE OF THE REMAINING EXHIBITS HAVE ANY DOCUMENTS
935	<a href="C:\CriticalFiles\CURRENT_Fox2010\Veronica Williams\Legal_Prepared_Case_Litton.com\1_GoldmanSachs_Story_v6.doc">C:\CriticalFiles\CURRENT_Fox2010\Veronica Williams\Legal_Prepared_Case_Litton.com\1_GoldmanSachs_Story_v6.doc</a>
936	<a href="http://www.7news.com/story/32476069-Document-41-11-18-18.pdf">http://www.7news.com/story/32476069-Document-41-11-18-18.pdf</a>

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MASTER LIST NO.

400

### MOTION FOR PROOF HEARING

The Plaintiff would like a jury to determine compensatory and punitive damages.

No amount of money can compensate for the near death incidents and trauma that the defendants put me through.

401

The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

HURT TO PLAINTIFF	DAMAGES INCURRED	DAMAGES SOUGHT
<b>COMPENSATORY</b>		
DOLLARS IN MILLIONS		
<ul style="list-style-type: none"> <li>Loss of ACT Inc. contracts</li> </ul>	\$279.2 M	TBD
<ul style="list-style-type: none"> <li>Loss of Employability in field of experience (\$1.8M [<del>\$300k</del> * 6 YRS- 2009-2015])</li> </ul>	\$2.1M	TBD
<ul style="list-style-type: none"> <li>Stress Induced Severe Prolonged Illness</li> </ul>	\$500.0 M	TBD
<b>PUNITIVE</b>	SEVERE	TBD

402

**LOSS OF ACT INC. CONTRACTS**

[C:\CriticalFiles\CURRENT\\_Post2010\Veronica Williams\Legal\\_Prepaid\Case\\_LittonLoan\1\\_Denbeaux\GoldmanSachs-deposition-responses\Discovery-Documents\\_ALL\\_11-18-14-wo-TOC.pdf](#)

403

**LOSS OF EMPLOYABILITY**

405

**WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?**

[Defendants fought with 6 law firms \(Ex47: PROOF\), plus investigators, insurance firms and other since 2010](#)

406

BECAUSE..... (CLICK FOR STATISTICS)

407

### SUMMARY OF WHAT HAPPENED

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	Motion Cover Sheet	2
	Motion of Proof Hearing with links to Exhibits	3
	Summary of What Happened	4
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Exhibits & Attachments

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<a href="#">Exhibit B – 41 – C-Bass (Credit-Based Asset Servicing and Securitization, LLC) files bankruptcy</a>	87
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469	Exhibit D – SBA Reconsideration of Loans Denied: 52 PAGES	
470	IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934	111
471	SANDY #4086 Business Loan Application: SBA Reference Number: # 1000219393	
472	Exhibit E – Witnesses: Testimony from doctors and other healthcare professionals about hospitalizations, therapy, treatments and medications endured by Plaintiff for stress related illness induced and exacerbated by defendants. 23 PAGES	112
473	Exhibit X	
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476

### EXHIBIT A DEFENDANTS' POWER

	WORLD RANK	ASSETS
		US DOLLARS
Goldman Sachs	28	\$1,505,000,000,000
HSBC	3-Feb	\$2,723,000,000,000
Ocwen	NA	\$7,873,770
Fremont	NA	NA
JP MorganChase	9-Jun	\$2,463,000,000,000

[There have been over 25 million foreclosures in the US since 2000. That is 28.9% of all homeowners!](#)

477

### EXHIBIT A – 1

**“IN SEARCH OF REPRESENTATION” MESSAGE SENT TO ATTORNEYS**

I am in search of a NJ attorney who is honest, courageous and has won fraud cases against financial firms.

On Monday, November 17, 2014, The Superior Court of New Jersey Essex County Vicinage Law Division granted me a default judgment against Goldman Sachs, HSBC Bank USA, Ocwen, Fremont Home Loan Trust (**Docket ESSX L – 004753-13**). The Discovery summary, with updates, is attached (1\_GoldmanSachs-Story\_v5-attorney-search.docx ). You may click on the hyperlinks to see the proof as you read. Or, you can download the summary with all documents attached – 503 pages—by clicking on this link [http://finfix.org/proof/DD/Discovery-Documents\\_ALL\\_11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf). Additional information can be found at [www.FinFix.org](http://www.FinFix.org).

We need to schedule a proof hearing, file a motion to dismiss the foreclosure (**Docket F-00839-13**), file a motion to discharge mortgage, defeat an appeal (if necessary), and anything else the attorney advises me to do.

478

### EXHIBIT B

**PUTTING IT INTO PERSPECTIVE: Info Not Included in Discovery Document  
(SEE EXHIBIT C – DISCOVERY SUBMISSION FOR DOCKET NO. ESSEX-L-004753-13)**

479

- 7-10-1850 Marine Midland began (Ex B-1: Wikipedia)

480

- 3-3-1865 The Hongkong and Shanghai Banking Corporation (HSBC) was established in Hong Kong, China (Ex-B-2: Cited)

481

HSBC Bank USA, N.A. CIK#: 0001582152

482

(Ex-B-3: first SEC filing date 7-23-13)

483

- 12-2-1938 Ocwen Federal Bank established ( Ex-B-4: FDIC Certificate #: 30028)

484

- 1967 Midland Bank purchases a one-third share in the parent of London merchant bank Samuel Montagu & Co. Limited (now HSBC Republic Bank (UK) Limited (Ex-B-5: HSBC reference)

485

- 1985 Enhance Financial Services established (Ex-B-6: CIK# 0000881889 & About)

486

(CLICK TO VIEW)



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LIST NO.

- 487 • 1987 HSBC extended 51% share to full ownership of Marine Midland Bank (Ex-B-7: Cited)
- 488 • Feb. 1988 Ocwen established (Ex-B-8: About, CIK# 0000873860)
- 489 (CLICK TO VIEW)
- 490 • 1988 Litton Loan established (Ex-B-9: Profile)
- 491 • 2-8-1995 ENHANCE FINANCIAL SERVICES GROUP INC (Ex-B-10: CIK#: 0000881889 Ex-B-6: first SEC filing date)
- 492 (CLICK TO VIEW)
- 493 • 1997/2007 When did Enhanced Financial Services buy Litton Loan (Ex-B-11: SEC Filing) (Ex-B-11: SEC Filing) (Ex-B-12: Money Trail)
- 494 (CLICK TO VIEW)
- 495 (CLICK TO VIEW)
- 496 • 6-4-1996 OCWEN FINANCIAL CORP Ex-B-8: CIK#: 0000873860 Ex-B-13: initial SEC Filing
- 497 (CLICK TO VIEW)
- 498 • 1996 C-Bass was formed and "added" Litton Loan to its holdings. (Standard & Poors evaluation)  
In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1998. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007.
- 499 • 2-16-1999 HSBC acquired (Ex-B-14: SEC listing) Marine Midland Bank (Ex-B-14: CIK# 0000062346) HSBC USA INC Ex-B-15: CIK#: 0000062348 & 6-2-1996 SEC Filing
- 500 (CLICK TO VIEW)
- 501 (CLICK TO VIEW)
- 502 (CLICK TO VIEW)
- 503 (CLICK TO VIEW)
- 504 • 2-17-1999 Enhanced Financial Services first SEC filing (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition)
- 505 (CLICK TO VIEW)
- 506 • 7-27-1999 Republic National Bank initial SEC filing (Ex-B-17: CIK# 0000315053) <http://www.sec.gov/about/forms/form13f.pdf>
- 507 • 12-31-1999 HSBC acquired Republic National Bank (Ex-B-18: CIK#0000083246) effective Jan. 3, 2000
- 508 (CLICK TO VIEW)
- 509 • 11-1-2000 C-Bass sells Litton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (Ex-B-20: SEC filing) Litton has complied with Section 3.27 of the Pooling and Servicing Agreement by and between Residential Asset Funding Corporation, as Depositor, Credit-Based Asset Servicing and Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Litton Loan Servicing LP, as Servicer, dated November 1, 2000.
- 510 (CLICK TO VIEW)
- 511 • 11-14-2000 Radian acquires Enhanced Financial Services (Ex-B-21: PressRelease)
- 512 • 1-12-2001 SEC shows Litton Loan a subsidiary of Enhance Financial & affiliate of C-Bass (Ex-B-11: SEC Filing)
- 513 • 2-26-2002 C-BASS CAPITAL LLC (Ex-B-22: CIK#: 0001038155 formerly: HEMLOCK CAPITAL LLC first SEC filing)
- 514 • 12-27-2000 Goldman Sachs advised Radian on acquisition of Enhanced Financial Services (Ex-B-23: SEC filing)
- 515 • 1-22-2001 HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CIK#: 0000315053 last SEC filing)

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- 516 • 12-21-2004 New Jersey Department of Banking and Insurance: NJ's Predatory Lending Law Protecting Consumers Ex-B-25:  
<http://www.state.nj.us/dobi/pressreleases/pr041221.htm>
- 517 • 2-16-2005 Deloitte & Touche Report on Litton Loan filed with SEC Ex-B-26: filed with SEC
- 518 • 8-25-2006 FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CIK: 0001373810 Initial SEC filing by FREMONT  
MORTGAGE SECURITIES CORP (Filed by) Ex-B-27: CIK: 0001099390
- 519 (CLICK TO VIEW)
- 520 (CLICK TO VIEW)
- 521 • 3-8-2007 The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan (Ex-B-
- 522 • 12-11-2007 C-Bass sells Litton Loan to Goldman Sachs (Ex-B-29: Article)
- 523 • 11-21-2007 SEC Launches Probe of MGIC, Radian (Ex-B-30: Article)
- 524 • Financiers, Wall street Journal & other publications not fooled (Ex-B-31: Article OR Article)
- 525 (CLICK TO VIEW)
- 526 • 12-2007 Goldman Sachs to Cash In Big Time with Acquisition of Litton Loan (Ex-B-32: Article or Article )
- 527 (CLICK TO VIEW)
- 528 • 2007 One reason that Goldman Sachs may have bought Litton Loan:  
C-Bass was among more than 100 mortgage lenders and investors forced to halt operations or find buyers in 2007 amid the worst  
housing slump in 18 years. Its majority owners were MGIC Investment Corp. and Radian, the nation's No. 1 and No. 3- ranked  
mortgage insurers. - See more at: (Ex-B-32: Article or Article )
- 529 • 9-21-2008 HSBC dumps over \$40 billion in loans (Ex-B-33: Article & Article & Article)
- 530 (CLICK TO VIEW)
- 531 (CLICK TO VIEW)
- 532 (CLICK TO VIEW)
- 533 • 7-15- New Jersey Attorney General Announces Mortgage Fraud Lawsuits (Ex-B-34: Article)
- 534 • 9-30-2009 HSBC moves headquarters to avoid fines (Ex-B-35: Article & Article & Article & Article & Article )
- 535 (CLICK TO VIEW)
- 536 (CLICK TO VIEW)
- 537 (CLICK TO VIEW)
- 538 (CLICK TO VIEW)
- 539 • 1-27-2010 Litton Loan not favorably viewed by industry (Ex-B-36: Article & Article & Article & Article)
- 540 (CLICK TO VIEW)
- 541 (CLICK TO VIEW)
- 542 (CLICK TO VIEW)
- 543 • 4-16-2010 SEC is charging Goldman Sachs with fraud over its structuring of CDOs, saying "the bank created and sold a  
mortgage investment that was secretly devised to fail." - See more at: Ex-B-37: Article
- 544 • 6-22-2010 Larry Litton Jr., Litton Loan, claims 100,000 trial modifications, almost 1/3 of portfolio, in letter to Financial
- 545 • 7-9-2010 Legal Complaint alleges HSBC underwriting facilitates mortgage fraud (Ex-B-39: Legal Complaint)
- 546 • 11-9-2010 Goldman Sachs suspended evictions & foreclosures in some states (Ex-B-40: article)
- 547 • 11-12-2010 C-Bass (Credit-Based Asset Servicing and Securitization LLC) files bankruptcy (sold Litton Loan in 2007) (Ex-B-41: /

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- 548 • 3-6&13-11 Financial Firms' Errors Recognized by Many (Ex-B-42: Article & Article)
- 549 (CLICK TO VIEW)
- 550 • 6-6-2011 Goldman Sachs sells Litton Loan to Ocwen (Ex-B-43: Article)
- 9-1-2011 Goldman Sachs Agreement with Federal Reserve intended to provide remediation to borrowers who suffered financial injury WAS INSUFFICIENT. The Federal Reserve Board announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP. Ex-B-44: Article
- 551 • 9-6-2011 Goldman Sachs playing both sides of BofA \$8.5B settlement (Ex-B-45: Article)
- 552 • 11-10-2011 HSBC continues to dump billions in loans (Ex-B-33: Article & Article & Article)
- 553 (CLICK TO VIEW)
- 554 (CLICK TO VIEW)
- 555 • 8-2-2011 HSBC lays off 30,000 U.S. employees; the number will rise as time goes on (Ex-B-46: Article & Article & Article)
- 556 (CLICK TO VIEW)
- 557 (CLICK TO VIEW)
- 558 • 6-7-2012 Damages by HSBC recognized by people worldwide (Ex-B-47: Article & Article)
- 559 (CLICK TO VIEW)
- 560 • 5-17-2013 HSBC lays off another 14,000 employees (Ex-B-46: Article & Article & Article)
- 561 (CLICK TO VIEW)
- 562 (CLICK TO VIEW)
- 563 • 7-23-2013 HSBC Bank USA, N.A. Ex-B-40: CIK#: 0001582152 (Ex-B-48: Form 13F first SEC filing date 7-23-13) + (Affiliated with ?? HSBC established in Hong Kong, China in 1865 (Ex-B-2: Cited )
- 564 (CLICK TO VIEW)
- 565 (CLICK TO VIEW)
- 566 • 2-1-2014 Plaintiff's Response to Character Assassination by Defendant's attorney (Ex-B-49)
- 567 • 10-21-14 HSBC Board Member chastises protestors (Ex-B-50: Article & Article)
- 568 (CLICK TO VIEW)
- 569 • 10-30-2014 Ocwen sets aside \$100M for possible foreclosure settlements (Ex-B-51: Article)
- 570 • 9-1-20014 HSBC Culpability Recognized Worldwide (Ex-B-51: Article & Article)
- 571 (CLICK TO VIEW)
- 572 • 12-13-14 Recount of 'in and out' fraud (Ex-B-52: Article) A CHRONOLOGY, COST & CONSEQUENCE OF "ERRORS" REFERENCE EXHIBIT FROM DISCOVERY DOCUMENT
- 573 • 11/14/14 The Discovery document submitted to the Superior Court of New Jersey and to the defendants' attorney, clearly documents "errors or fraud" by the defendants. This includes a financial amortization backed by official documents of the mortgages services and offered by the defendants. At least \$208,000 of the mortgage principal balance has not been accounted for. Defendants still have not provided complete transactional reports for the mortgages in questions. (Ex-C: Download )
- 574

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- 2/4/15 The SBA has denied, multiple times, loans for which the Plaintiff was entitled. The SBA cites the Defendants' actions as the reason why Plaintiff's loan was denied. (Ex-D: Letter & Letter )

576

(CLICK TO VIEW)

577

- 2/5/15 Witnesses will provide further collaboration. Witnesses were presented to the NJ Court and the defendants' attorney in the physical Discovery document submitted. These witnesses will present indisputable evidence of wrongdoing by defendants and the consequential damages to the Plaintiff. Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the

578

[C:\CriticalFiles\CURRENT\\_Post2010\Veronica Williams\Legal\\_Prepaid\Case\\_LittonLoan\1\\_GoldmanSachs-Story\\_v8-MotionProof-Hearing\\_2](C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_GoldmanSachs-Story_v8-MotionProof-Hearing_2)

579

[http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing\\_SHARED.pdf](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf)

C:\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Leg

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Documents Submitted to US District Court of NJ in Nov. 2016

600	1_ALL-SUMMONS-SERVED-AFFIDAVITS.pdf
601	1_COMCAST-IDENTIFY-THEFT-ONLY_ALL_Redacted.pdf
602	1_SUMMARY_for-Robert-Rich.pdf
603	1_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf
604	ACT_Capabilities_Statements.pdf
605	ACT_Inc.-D&B-PPOE-Report.pdf
606	ACT-Certificate-of-Incorp.pdf
607	ACT-Inc.-Capabilities-Statement-GSA-v13-DC-NJ.pdf
608	ACT-Inc.-IT-Labor-Categories&Rates.pdf
609	ACT-Inc.-Master_Price_List_Comm1_2-21-15.pdf
610	ACT-Inc.-MOBIS-Labor-Categories&Rates.pdf
611	ACT-MOBIS-BestPractices-D&B.pdf
612	ACT-Volume_1-Technical_Attachments.pdf
613	ACT-Volume_2-Price.pdf
614	Appeal-Hearing_23215-843_dictation_844_by_0015_sn.dct-1.wav
615	Appeal-NJF-redacted.pdf
616	Appeal-NJ-redacted.pdf
617	Appeal-NJ-redacted-PUBLIC.pdf
618	Appeal-NJS-share.pdf
619	ARDEC Solution Overview.doc
620	ARDEC-SolutionOverview.pdf
621	Article-PovertyPimps.pdf
622	CADTRAIN-Invoice-3770.pdf
623	Capital_One_Highlights-for-SBA.pdf
624	CapOne_SETTLED_2877.pdf
625	CapOne_SETTLED_4857.pdf
626	Case ID_ 4011821314 _ Williams Veronica_ NOR.pdf
627	Case_2-16-cv-05301_MotionDefaultJudgment.docx
628	Case_2-16-cv-05301_MotionDefaultJudgment.pdf
629	Case-ID-4011821314_WilliamsV_NOR.pdf
630	CaseNo-2-16-cv-05301_Defendants-Served.doc
631	CENSUS_us_state_totals_2012.xls
632	COURT_List-of-Filings-FOR-TRIAL.docx
633	COURT_List-of-Filings-FOR-TRIAL.pdf
634	COURT_Motion-to-Dismiss-Foreclosure_Docket No. ESSEX-F - 000839-13_
635	COURT_MotionToReinstate_ESSEX-L-00475-13.pdf
636	COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf
637	Dec-Submission-Cover-letter_12-20-16.doc
638	Dec-Submission-Cover-letter_12-20-16.pdf
639	Dec-Submission-Cover-letter_12-22-16.doc
640	Dec-Submission-Cover-letter_12-22-16.pdf
641	Dec-Submission-Cover-letter_12-23-16.doc
642	Dec-Submission-Cover-letter_12-26-16.doc
643	Dec-Submission-Cover-letter_12-26-16_w-backup.doc

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MASTER LIST NO.	Documents Submitted to US District Court of NJ in Nov. 2016
644	Denbeaux-Threatened_10-31-14_Redacted.pdf
645	DHS - USCG - McIntyre.pdf
646	DHS-VOS-with-ACT-12-11-06.pdf
647	DiscoverI-Presentation-Agenda.pdf
648	DiscoverIT Presentation Agenda.doc
649	DiscoverIT Presentation Agenda.pdf
650	DiscoverITTrainingforPicatinny-COACH-1-30-03.pdf
651	Eligibility-Guidelines-for-Gaining-Security-Clearance _ Military.pdf
652	Extension-to-File_Waive-Fees_IRS-NJ_ACT_2014-2013_3-3-16.pdf
653	FEMA_ClearanceDenialInfo.pdf
654	FEMA_Federal-Emergency-Management-Agency-FOIA-2013-FEFO-00066-R
655	Financial-Injury.xlsx
656	FoodStampLetter_11-18-16-INCREASED.pdf
657	Fremont-Home-Loan-2006_0001036404-07-001672.pdf
658	Fremont-Home-Loan-2006_0001036404-07-001672.txt
659	Fremont-Home-Loan-Trust_in-Edgar.pdf
670	Fremont-Home-Loan-Trust_in-Edgar.xlsx
671	From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf
672	Funding-Guarantee.docx
673	Funding-Guarantee.pdf
674	GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-ENCLOSURE-
675	GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT
676	GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-092220
677	GSA-FOIA-denied.pdf
678	GSA-FOIA-denied-ltr.pdf
679	GSA-Proposal-by-SIN-IT.pdf
680	GSA-Proposal-by-SIN-IT.pdf
681	GSA-Proposal-by-SIN-MOBIS.pdf
682	HAMP_Request_8-4-14.pdf
683	How Does Debt Affect Military Security Clearances.pdf
684	How-Does-Debt-Affect-Military-Security-Clearances.pdf
685	HSBC-Acquires-US-Banks.pdf
686	HSBC-Acquires-US-Banks.rtf
687	HSBC-Interrogatories_12-6-13.pdf
688	Insurance-Cancelled_11-1-14.pdf
689	IRS-NJ_ACT_2006-2007-2008_12-12-11.pdf
690	IT_ACT-inc20060407-GSALettersOfSupply.pdf
691	IT-Price-List-for-Proposals_6-29-03.xls
692	IT-Price-List-for-Proposals_6-29-03_for-FedCourt.xls
693	IT-Price-List-for-Proposals_6-29-03-ALL-SHEETS.pdf
694	IT-Schedule.pdf
695	Medical-Impact.doc
696	Medical-Impact.pdf
697	Medical-Impact2.doc

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MASTER LIST NO.	Documents Submitted to US District Court of NJ in Nov. 2016
698	MobilityEmpowersSenate.pdf
699	MOBIS-Price-List-for-Proposals.pdf
680A	MOBIS-Price-List-for-Proposals.xls
681A	MOBIS-Schedule.pdf
682A	MotionToDismissForeclosure_ESSEX-F-000839-13.pdf
683A	MotionToReinstate_ESSEX-L-00475-13.pdf
684A	Navy-disposition-letter.pdf
685A	Navy-VW-submitted.pdf
686A	NU-Medicaid-Recovery-Notice.pdf
687A	Ocwen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf
688A	Pics-Damages_7-8-15.pdf
689A	Position-Opened-for-Civilians.pdf
690A	Proposal-Part II v4.doc
691A	Proposal-Part II v4_SHARE.pdf
692A	Proposal-Part II v4_SHARE_NOT-REDACTED.pdf
693A	Proposal-Part II v4_SHARE_Redacted.pdf
694A	Proposal-Part-II-submitted.pdf
695A	Proposal-Part-I-submitted.pdf
696A	SBA_8-10-13-DENIES_LoanApp-1000219393.pdf
697A	Security_Clearance_faq.pdf
698A	SF-86-Security-Clearance-Questionnaire.pdf
699A	South-Orange-Health-Officer.pdf
700	TSG-NAS2-DR518-Prod-2015-03-1338081-12673472_99755438_v3.pdf
701	TSG-NAS2-DR519-Prod-2015-07-1338081-13291232_99755438-DENIED.pdf
702	UNH-Complaint_4-27-16_Redacted.pdf
703	UpdateDiscoverITTrainingforPicatinny-1-30-06.pdf
704	VW List of Speaking Engagements.pdf
705	VW_CV.pdf
706	VW_CV_full_2016.doc
707	VW_FINRA-Good-Standing-Letter_Veronica-Williams.pdf
708	VW_Request_Settlement_& Vacate_Judgment_toCapOne-SENT.pdf
709	VW_toHSBC_HSBC_Response.pdf
710	VW_toHSBC_Redacted.pdf
711	VWilliams_CV_CEO_Newark-Alliance_FU2-SUBMITTED.pdf
712	VWilliams_CV_CEO_Newark-Alliance-SUBMITTED.pdf
713	VWilliams_Publications.pdf
714	VWilliams_SpeakingEngagements.pdf
715	VWilliams_SpeakingEngagements_OLD.pdf
716	VWilliams-FedMaster-2014-Navy-Small-Business.pdf
718	VWilliams-FedMaster-2014-Navy-Small-Business_3-2015.pdf
719	Witnesses_Nov-2016.pdf
720	Women Who Mean Business.pdf

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730	1_Case-Files_Index_6-13-17.pdf
731	Answer-DUP_8-9-13.pdf
732	Answer_8-9-13.pdf
733	Appeal-of-Foreclosure-Stamped-1.pdf
734	Appeal-of-Foreclosure-Stamped-2.pdf
735	Assignment-Mtg_9-17-14.pdf
736	Case-Mgmt-Order.pdf
737	Case-Summary_6-9-17.pdf
738	Certification-of-Diligent-Inquiry&Accuracy.pdf
739	Certification-of-Fair-Foreclosure-Notice_9-17-14.pdf
740	Certification-of-Mailing-Mediation-Docs_9-17-14.pdf
741	Certification-of-Non-Military_9-17-14.pdf
742	Certification-Proof-of-Mailing_9-17-14.pdf
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745	Certifications-of-Certified-Mail.pdf
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750	CMPost-S&E-Proceed_8-24-13.pdf
751	CMPost-S&E_10-3-13.pdf
752	CMPost-S&E_8-24-13.pdf
753	CMPost_8-13-13.pdf
754	Compsint_1-9-2013.pdf
755	Confirm-Case-Mgmt-Conf.pdf
767	Confirm-Plaintiffs-Motion-for-Summary-Judgment.pdf
768	Corresp-General-Cost Sheet_10-27-14.pdf
769	Corresp-General-Reply-Letter_10-17-14.pdf
770	CORRESP-GENERAL_9-14-16.pdf
771	ERRORS&MISTRUTHS.docx
772	ERRORS&MISTRUTHS.pdf
773	ERRORS&MISTRUTHS_3-9-17.pdf
774	Final-Judgment_9-17-14-copy.pdf
775	Final-Judgment_9-17-14.pdf
776	Judgment-Entered_10-27-14.pdf
777	Judgments Proof-Amt-Due.pdf
778	Judgments-Certification-Mail_9-17-14.pdf
779	Judgments-final.pdf
780	Judgments-Order-Judgment.pdf
781	Judgments-Proof-of-Mailing_9-17-14.pdf
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784	Judgments_Adj-Rate-Note_9-17-14.pdf



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785	Judgments_Proof of Mailing_9-17-14.pdf
786	Letter-from_S&E_1-29-14.pdf
787	Motion to Reverse Judgment & Dismiss_9-7-16.pdf
788	Motion to Reverse Judgment & Dismiss_9-7-16_copy.pdf
789	Motion-Affidavit_12-11-13.pdf
790	Motion-Answer_12-11-13.pdf
791	Motion-ARN-ExA_12-11-13.pdf
792	Motion-Brief-in-Support.pdf
793	Motion-Brief_12-11-13.pdf
794	Motion-Certification_12-11-13.pdf
795	Motion-Certs_6-6-13-COPY.pdf
796	Motion-Certs_6-6-13.pdf
797	Motion-Complaint-Mtg-Forecl_12-11-13-2.pdf
798	Motion-Complaint-Mtg-Forecl_12-11-13.pdf
799	Motion-Intent-to-Foreclose_12-11-13-2.pdf
800	Motion-Intent-to-Foreclose_12-11-13.pdf
801	Motion-Mortgage-ExB_12-11-13.pdf
802	Motion-Order-Grant-Judgment_12-11-13.pdf
803	Motion-Order.pdf
804	Motion-to-Reverse-Judgment&Dismiss_9-7-16.pdf
805	Motion-to-Reverse-Judgment&Dismiss_9-7-16_copy.pdf
806	Motion-to-Vacate-Default.pdf
807	Motion_1-7-14.pdf
808	Motion_12-11-13.pdf
809	Notice-of-Motion_12-11-13.pdf
810	NTC-FORECLOSURE-DKT-ASGN.pdf
811	Obj-Amt-Due_9-23-14.pdf
812	Obj-Motion_7-9-13.pdf
813	Objection-to-Amount-Due_10-2-14.pdf
814	One-Day-Extension.pdf
815	Order-Court_2-6-14.pdf
816	Orders-Signed_2-6-14.pdf
817	Orders-Signed_8-8-13.pdf
818	Proof-of-Amt-Due-by-Kevin-Flanagan_10-1-14.pdf
819	Request&Certification-of-Default.pdf
820	REQUEST-FOR-DEFAULT.pdf
821	Return-Service.pdf
822	Stips-Sett-Disml.pdf
823	WRIT-OF-EXECUTION-MISSING-INFO_10-27-14.pdf
824	WRIT-OF-EXECUTION_10-27-14.pdf
825	X-Code-Doc_6-23-13.pdf
826	X-Code-Doc_6-6-13.pdf
827	X-Code-Doc_7-13-13.pdf

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<b>MOTIONS &amp; APPEALS TO NJ COURTS</b>				
850	55	Appeal of Court Orders DOCKET NO. ESSEX-L-00475-13 MOTION FOR LEAVE TO APPEAL & MOTIONS TO WAIVE FEES	4/19/2016	<a href="http://www.fifix.org/Appeal-NJ.pdf">http://www.fifix.org/Appeal-NJ.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Judge-MotionofAppealof-OrdersAppeal-NJ.pdf 55 pgs. 4/19/16 AND C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Appeal-to-NJ-Supreme-CourtAppeal-NJ.pdf 55 pgs. 4/19/16 &amp; Appeal-NJ-redacted.pdf</small>
851	33	Appeal of Foreclosure Judgment Docket No. F - 000839-13	5/17/2016	<a href="http://www.fifix.org/Appeal-NJF.pdf">http://www.fifix.org/Appeal-NJF.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Appeal-to-NJ-Supreme-CourtAppeal-NJF.pdf 33 pgs. 5/17/16 &amp; Appeal-NJF-redacted.pdf</small>
852	50	Appeal to NJ Supreme Court DOCKET NO. ESSEX-L-00475-13 & Docket No. ESSEX-F -	7/2/2016	<a href="http://www.fifix.org/Appeal-NJS.pdf">http://www.fifix.org/Appeal-NJS.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Appeal-to-NJ-Supreme-CourtAppeal-NJS.pdf 50 pgs. 7/2/16 &amp; Appeal-NJS-share.pdf</small>
853	29	Motion to Reinstate Essex-L-00475-13	8/28/2016	<a href="http://www.fifix.org/MotionToReinstate_ESSEX-L-00475-13.pdf">http://www.fifix.org/MotionToReinstate_ESSEX-L-00475-13.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Judge-MotionofReinstate-Docket-COURT_MotionToReinstate_ESSEX-L-00475-13.pdf 8 pgs. 8/18/16</small>
854	9	Motion to Dismiss Foreclosure	8/19/2016	<a href="http://www.fifix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf">http://www.fifix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica-WilliamsLegal_ProposalCase_UltraLow\COURT_Foreclosure-MotiontoDismiss-COURT_Motion-to-Dissmis-Foreclosure_Docket No. ESSEX-F - 000839-13_Aug-2016_CourtOnly.pdf 14 pgs. 8/19/16 &amp; COURT_Motion-to-Dissmis-Foreclosure_Docket No. ESSEX-F - 000839-13_Aug-2016_SHARED</small>
<b>OTHER SUPPORTING DOCUMENTS</b>				
855		GSA MOBIS Agreement		<a href="http://fifix.org/proof/ADDL/MOBIS-Schedule.pdf">http://fifix.org/proof/ADDL/MOBIS-Schedule.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Contracts\GSA Contracts\ MOBIS Schedule.pdf
856				<a href="http://fifix.org/proof/ADDL/MOBIS-Price-List-for-Proposals.pdf">http://fifix.org/proof/ADDL/MOBIS-Price-List-for-Proposals.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Literature - Price Lists\MOBIS-Price-List-for-Proposals.xls
857		GSA IT Agreement		<a href="http://fifix.org/proof/ADDL/IT-Schedule.pdf">http://fifix.org/proof/ADDL/IT-Schedule.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Contracts\GSA Contracts\ IT-Schedule.pdf
858				<a href="http://fifix.org/proof/ADDL/IT_ACT-inc20060407-GSALettersOfSupply.pdf">http://fifix.org/proof/ADDL/IT_ACT-inc20060407-GSALettersOfSupply.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Literature - Price Lists\IT\ ALL FILES In IT_ACT Inc20060407-GSALettersOfSupply.pdf
859		GSA IT Agreement addendums		<a href="http://fifix.org/proof/ADDL/IT-Price-List-for-Proposals_6-29-05-ALL-SHEETS.pdf">http://fifix.org/proof/ADDL/IT-Price-List-for-Proposals_6-29-05-ALL-SHEETS.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Literature - Price Lists\IT Price List for proposals 6-29-05.xls
860				<a href="http://fifix.org/proof/ADDL/GSA-FOIA-denied.pdf">http://fifix.org/proof/ADDL/GSA-FOIA-denied.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Literature - Price Lists\IT Price List for proposals 6-29-05.xls
861		GSA denies copy of IT Schedule		<a href="http://fifix.org/proof/ADDL/GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf">http://fifix.org/proof/ADDL/GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf</a> C:\CriticalFiles\CURRENT_Post2010\ACT Master Documents - NEW\Literature - Price Lists\IT Price List for proposals 6-29-05.xls IT_GSAof30.pdf & GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09222016-FOIA-NO.pdf

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864		ACT GSA Price List with Positions (i.e. Labor Categories)		<a href="http://finfix.org/proof/ADDL/ACT-inc.-MOBIS-Labor-Categories&amp;Rates.pdf">http://finfix.org/proof/ADDL/ACT-inc.-MOBIS-Labor-Categories&amp;Rates.pdf</a>  C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature - Price Lists ACT Inc.- Master_Price_List_Coment-GSA_2-21-13.doc & ACT Inc. -IT Labor Categories & Rates.doc & ACT Inc. - MOBIS Labor Categories & Rates.doc
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866		ACT GSA Services by SIN		<a href="http://finfix.org/proof/ADDL/GSA-Proposal-by-SIN-IT.pdf">http://finfix.org/proof/ADDL/GSA-Proposal-by-SIN-IT.pdf</a>  C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature & Reports\ACT Inc. - Past (Performance) GSA Proposal by SIN - MOBIS.doc & GSA Proposal by SIN - IT.doc
867				<a href="http://finfix.org/proof/ADDL/ACT Capabilities Statements.pdf">http://finfix.org/proof/ADDL/ACT Capabilities Statements.pdf</a>
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870		GSA MOBIS Appendix		<a href="http://finfix.org/proof/ADDL/ACT-MOBIS-BestPractices-D&amp;B.pdf">http://finfix.org/proof/ADDL/ACT-MOBIS-BestPractices-D&amp;B.pdf</a>  C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature & Reports\ACT - MOBIS - Best Practices- D&B.doc
871		ACT D&B PPOE Report		<a href="http://finfix.org/proof/ADDL/">http://finfix.org/proof/ADDL/</a>  C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature & Reports\ACT Inc. - D&B PPOE Report.pdf
872				<b>ACT Response</b> <a href="http://finfix.org/proof/ADDL/ACT-Volume_1-Technical_Attachments.pdf">http://finfix.org/proof/ADDL/ACT-Volume_1-Technical_Attachments.pdf</a>
873		DHS Proposal		<a href="http://finfix.org/proof/ADDL/ACT-Volume_2-Price.pdf">http://finfix.org/proof/ADDL/ACT-Volume_2-Price.pdf</a>  C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature & Reports\ACT Inc. - DHS - ACT-Volume_1-Technical_Attachments.pdf & ACT-Volume_2-Price.pdf
874				WON by <a href="https://iq.govwin.com/corp/library/detail.cfm?itemID=13532">https://iq.govwin.com/corp/library/detail.cfm?itemID=13532</a>
875		DHS Private Meetings		<a href="http://finfix.org/proof/ADDL/DHS-VOS-with-ACT-12-11-06.pdf">http://finfix.org/proof/ADDL/DHS-VOS-with-ACT-12-11-06.pdf</a>
876		Absolute Computer Technologies, Inc. dba ACT Inc. was selected to participate in		<a href="http://finfix.org/proof/ADDL/DHS-USCG-McIntyre.pdf">http://finfix.org/proof/ADDL/DHS-USCG-McIntyre.pdf</a>
877		<b>VOS 12-11-06</b>		C:\CriticalFiles\CURRENT_Post2010ACT Master Documents - NEWLiterature & Reports\ACT Inc. - DHS - VOS - McIntyre.pdf
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884	ACT Order from US Army – Picatinny Arsenal	<a href="http://finfix.org/proof/ADDL/CADTRAIN-Invoice-3770.pdf">http://finfix.org/proof/ADDL/CADTRAIN-Invoice-3770.pdf</a>
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886	Financial Backing Letter for HUD	<a href="http://finfix.org/proof/ADDL/Proposal-Part-II-submitted.pdf">http://finfix.org/proof/ADDL/Proposal-Part-II-submitted.pdf</a>
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888		<a href="http://finfix.org/proof/ADDL/Funding-Guarantee.pdf">http://finfix.org/proof/ADDL/Funding-Guarantee.pdf</a>
889	HUD Proposal	Funding-Guarantee.doc
890	Federal Clearance Requirements	<a href="http://finfix.org/proof/ADDL/Proposal-Part-I-submitted.pdf">http://finfix.org/proof/ADDL/Proposal-Part-I-submitted.pdf</a>
891	C:\CriticalFiles\MyFiles\Leads for Business\DDO - Security Clearance Info	<a href="http://finfix.org/proof/ADDL/Proposal-Part-II-submitted.pdf">http://finfix.org/proof/ADDL/Proposal-Part-II-submitted.pdf</a> C:\CriticalFiles\MyFiles\Leads for Business\HUD Neighborhood Learning Ctrs\Proposal Documents\Proposal documents submitted\ Proposal-Part I - submitted.pdf & Proposal-Part II - submitted.pdf
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893		<a href="http://www.military.com/veteran-jobs/security-clearance-job/security-clearance-eligibility.html">http://www.military.com/veteran-jobs/security-clearance-job/security-clearance-eligibility.html</a> OR <a href="http://finfix.org/proof/ADDL/Eligibility-Guidelines-for-Gaining-Security-Clearance_Military.pdf">http://finfix.org/proof/ADDL/Eligibility-Guidelines-for-Gaining-Security-Clearance_Military.pdf</a> &
894	Federal Clearance Denial	<a href="https://www.thebalance.com/af-06-security-clearance-questions-409641">https://www.thebalance.com/af-06-security-clearance-questions-409641</a> OR <a href="http://finfix.org/proof/ADDL/SF-86-Security-Clearance-Questionnaire.pdf">http://finfix.org/proof/ADDL/SF-86-Security-Clearance-Questionnaire.pdf</a> &
895	C:\CriticalFiles\CRISST\Projects\Veronica Williams Legal Project\Case 12m\Case 12m\Debtors\Gold Title 5 U.S.C. § 552 (b)(5), FOIA Exemption 5: 892 (b)(3) Exemption & 892 (b)(3) Intra-agency or Intra-agency communications Exemption part of the	<a href="https://www.clearancejobs.com/security_clearance_faq.pdf">https://www.clearancejobs.com/security_clearance_faq.pdf</a> OR <a href="http://finfix.org/proof/ADDL/Security_Clearance_Info.pdf">http://finfix.org/proof/ADDL/Security_Clearance_Info.pdf</a>
896		<a href="http://finfix.org/proof/ADDL/FEMA_Federal-Emergency-Management-Agency-FOIA-2015-FEFO-00066-Response.pdf">http://finfix.org/proof/ADDL/FEMA_Federal-Emergency-Management-Agency-FOIA-2015-FEFO-00066-Response.pdf</a>
897		FOIA letter
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902				<a href="http://www.veronicawilliams.com/downloads/VWilliams_SpeakingEngagements.pdf">http://www.veronicawilliams.com/downloads/VWilliams_SpeakingEngagements.pdf</a>
903			Williams' FINRA Good Standing Certificate	<a href="http://finfix.org/proof/ADDL/">http://finfix.org/proof/ADDL/</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams.pdf
904			Column about Capitol Hill	<a href="http://finfix.org/proof/ADDL/MobilityEmpowersSenate.pdf">http://finfix.org/proof/ADDL/MobilityEmpowersSenate.pdf</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams.pdf
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906			Women Who Mean Business Reprint	<a href="http://www.veronicawilliams.com/downloads/VWilliams_WomenWhoMeanBusiness.pdf">http://www.veronicawilliams.com/downloads/VWilliams_WomenWhoMeanBusiness.pdf</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams.pdf
907			GSA document with % of US businesses with GSA Schedule <b>There are approximately 20,000</b>	<a href="http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf">http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf</a> P. 7 only, REDACT MOST OF PAGE
908			<b>SOURCE: F&amp;S HOLDERS by Winvale ; US BUSINESSES by Quora ...</b>	GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.docx &
909			Winvale 1012 14th Street NW, 5th Floor Washington, DC 20005 Email: info@winvale.com Phone: (202) 296-5000 Fax: (202) 296-5000 www.winvale.com	<a href="http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf">http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf</a> GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf
910			<a href="http://www.census.gov/data/tables/2014/ipeds/ipeds.html">Quora: Casey McKinnon, Head of</a>	
911			<a href="http://www.census.gov/data/tables/2014/ipeds/ipeds.html">C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams'Legal_PrepaidCase_UltraLoan</a>	
912			<a href="http://www.census.gov/data/tables/2014/ipeds/ipeds.html">http://www.census.gov/data/tables/2014/ipeds/ipeds.html</a>	
913			Fremont filings in Edgar	<a href="http://finfix.org/proof/ADDL/Fremont-Home-Loan-Trust_in-Edgar.pdf">http://finfix.org/proof/ADDL/Fremont-Home-Loan-Trust_in-Edgar.pdf</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams'Legal_PrepaidCase_UltraLoan\COURT_Appeal-to-Federal-CourtFiles-Submitted-Thumb-Drive_how_Fremont-Home-Loan-Trust_In-Edgar.xlsx
914			<a href="https://www.sec.gov/cgi-bin/browse-edgar?company=fremont+home+loan">https://www.sec.gov/cgi-bin/browse-edgar?company=fremont+home+loan</a>	
915				<a href="http://finfix.org/proof/ADDL/Fremont-Home-Loan-2006_0001035404-07-001672.pdf">http://finfix.org/proof/ADDL/Fremont-Home-Loan-2006_0001035404-07-001672.pdf</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams'Legal_PrepaidCase_UltraLoan\COURT_Appeal-to-Federal-CourtFiles-Submitted-Thumb-Drive_how_Fremont-Home-Loan-Trust_In-Edgar.xlsx
916			Denbeaux & Denbeaux Withdrawal	<a href="http://finfix.org/proof/ADDL/COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf">http://finfix.org/proof/ADDL/COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf</a> C:\CriticalFiles\CURRENT_Post2010\FINRA\WV_FINRA-Good-Standing-Letter_Veronica-Williams'Legal_PrepaidCase_UltraLoan\COURT - Denbeaux Withdraws_Notice_12-9-14.pdf

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917		Medical Impact		<a href="http://finfix.org/proof/ADDL/Medical-Impact.pdf">http://finfix.org/proof/ADDL/Medical-Impact.pdf</a>
		Medical Review :LY- Uncle Irving	MOVE TO	<p><b>TO BE PROVIDED AT TRIAL</b></p> <p><a href="http://finfix.org/proof/ADDL/">http://finfix.org/proof/ADDL/</a></p> <p><a href="http://finfix.org/proof/ADDL/DrLevy_MR_10-7-14.pdf">http://finfix.org/proof/ADDL/DrLevy_MR_10-7-14.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Health\DrLevy_MR_10-7-14.pdf</small></p>
		Medical Review :SB- Uncle Irving	MOVE TO	<p><b>TO BE PROVIDED AT TRIAL</b></p> <p><a href="http://finfix.org/proof/ADDL/">http://finfix.org/proof/ADDL/</a></p> <p><a href="http://finfix.org/proof/ADDL/vWilliams_Visits-3.pdf">http://finfix.org/proof/ADDL/vWilliams_Visits-3.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Health\Williams_Visits-3.pdf &amp;</small></p> <p><a href="http://finfix.org/proof/ADDL/vWilliams_110916_14083734.pdf">http://finfix.org/proof/ADDL/vWilliams_110916_14083734.pdf</a>  <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Health\St. Barnabas 2012-13\vwilliams_110916_14083734.pdf</small></p>
918		Duane Morris Questions for VW Deposition		<a href="http://finfix.org/proof/ADDL/HSBC-Interrogatories_12-6-13.pdf">http://finfix.org/proof/ADDL/HSBC-Interrogatories_12-6-13.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Denbeaux-Interrogatories_12-6-13.pdf</small>
919		Denbeaux Threatened		<a href="http://finfix.org/proof/ADDL/Denbeaux-Threatened_10-31-14_Redacted.pdf">http://finfix.org/proof/ADDL/Denbeaux-Threatened_10-31-14_Redacted.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Denbeaux-Threatened_10-31-14_Redacted.pdf</small>
920				<a href="http://finfix.org/proof/ADDL/VW_toHSBC_Redacted.pdf">http://finfix.org/proof/ADDL/VW_toHSBC_Redacted.pdf</a>
921		HSBC Response to VW's Letter		<a href="http://finfix.org/proof/ADDL/VW_toHSBC_HSBC_Response.pdf">http://finfix.org/proof/ADDL/VW_toHSBC_HSBC_Response.pdf</a>
922		Denbeaux extends discovery, then leaves		<a href="http://finfix.org/proof/ADDL/From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf">http://finfix.org/proof/ADDL/From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf &amp; .rtf</small>
		Get deposition documents & tape		<b>TO BE SHOWN AT TRIAL</b>
923		Oowen withdraws insurance		<a href="http://finfix.org/proof/ADDL/Insurance-Cancelled_11-1-14.pdf">http://finfix.org/proof/ADDL/Insurance-Cancelled_11-1-14.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Insurance-Cancelled_11-1-14.pdf</small>
924		Quote on New Jersey & NJLCA article summary		<a href="http://finfix.org/proof/ADDL/Article-PovertyPimps.pdf">http://finfix.org/proof/ADDL/Article-PovertyPimps.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Article-PovertyPimps.pdf &amp;</small>
925				<a href="http://finfix.org/proof/ADDL/1_SUMMARY_for-Robert-Rich.pdf">http://finfix.org/proof/ADDL/1_SUMMARY_for-Robert-Rich.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\1_SUMMARY_for-Robert-Rich.pdf</small>
926		NECI background info		<a href="http://finfix.org/proof/ADDL/Pics-Damages_7-8-15.pdf">http://finfix.org/proof/ADDL/Pics-Damages_7-8-15.pdf</a> <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Article-PovertyPimps.pdf &amp; SEVERAL OTHER FILES &amp; RRICH_Update-Ricasat_3-29-16.mag &amp; Pics-Damages_7-8-15.pdf</small>
927				<a href="http://finfix.org/proof/ADDL/Case-ID-4011821314_WilliamsV_NOR.pdf">http://finfix.org/proof/ADDL/Case-ID-4011821314_WilliamsV_NOR.pdf</a> &
928		Northwestern Mutual Life		<p><a href="http://finfix.org/proof/ADDL/Case%20ID_%204011821314%20-%20Williams%20Veronica%20NQB.pdf">http://finfix.org/proof/ADDL/Case%20ID_%204011821314%20-%20Williams%20Veronica%20NQB.pdf</a></p> <p><small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_Libor\Levitt_Denbeaux\Kobrin\le deposition response\Retrieving-Missing-Funds-from-1994-2007_Schiffke_Case-ID-4011821314_7-15-16_NM.mag</small></p>

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929		US Dept. of the NAVY C:\CriticalFiles\CURRENT_Post2010\Leads_for_Business\US-Navy-PM-VAI	<a href="http://tinfix.org/proof/ADDL/">http://tinfix.org/proof/ADDL/</a> <a href="http://tinfix.org/proof/ADDL/TSG-NAS2-DRS18-Prod-2015-03-1338081-12673472_99755458_v3.pdf">http://tinfix.org/proof/ADDL/TSG-NAS2-DRS18-Prod-2015-03-1338081-12673472_99755458_v3.pdf</a> C:\CriticalFiles\CURRENT_Post2010\QBSJobs_2015\NAVY\TSG-NAS2-DRS18-Prod-2015-03-1338081-12673472_99755458_v3.msg & <a href="http://tinfix.org/proof/ADDL/TSG-NAS2-DRS19-Prod-2015-07-1338081-13291232_99755458-DENIED.pdf">http://tinfix.org/proof/ADDL/TSG-NAS2-DRS19-Prod-2015-07-1338081-13291232_99755458-DENIED.pdf</a> TSG-NAS2-DRS19-Prod-2015-07-1338081-13291232_99755458-DENIED.msg
930			
931		US Dept. of the NAVY—1 <sup>st</sup> submission	<a href="http://tinfix.org/proof/ADDL/VWilliams-FedMaster-2014-Navy-Small-Business.pdf">http://tinfix.org/proof/ADDL/VWilliams-FedMaster-2014-Navy-Small-Business.pdf</a> C:\CriticalFiles\CURRENT_Post2010\QBSJobs_2014\NAVY\Williams-FedMaster-2014-Navy-Small-Business.doc
932			<a href="http://tinfix.org/proof/ADDL/VWilliams-FedMaster-2014-Navy-Small-Business_3-2015.pdf">http://tinfix.org/proof/ADDL/VWilliams-FedMaster-2014-Navy-Small-Business_3-2015.pdf</a>
933		US Dept. of the NAVY—2 <sup>nd</sup> submission	& <a href="http://tinfix.org/proof/ADDL/Navy-VW-submitted.pdf">http://tinfix.org/proof/ADDL/Navy-VW-submitted.pdf</a> tinfix.com\proof\ADDL\Navy-VW-submitted.pdf &
934			<a href="http://tinfix.org/proof/ADDL/Navy-disposition-letter.pdf">http://tinfix.org/proof/ADDL/Navy-disposition-letter.pdf</a> tinfix.com\proof\ADDL\Navy-disposition-letter.pdf
935			<a href="http://tinfix.org/proof/ADDL/VW_Request_Settlement_&amp;_Vacate_Judgment_toCapOne-SENT.pdf">http://tinfix.org/proof/ADDL/VW_Request_Settlement_&amp;_Vacate_Judgment_toCapOne-SENT.pdf</a> tinfix.com\proof\ADDL\VW_Request_Settlement_&_Vacate_Judgment_toCapOne-SENT.pdf &
936		Capital One	<a href="http://tinfix.org/proof/ADDL/CapOne_SETTLED_2877.pdf">http://tinfix.org/proof/ADDL/CapOne_SETTLED_2877.pdf</a> CapOne_SETTLED_2877.pdf &
937			<a href="http://tinfix.org/proof/ADDL/CapOne_SETTLED_4837.pdf">http://tinfix.org/proof/ADDL/CapOne_SETTLED_4837.pdf</a> CapOne_SETTLED_4837.pdf &
938			<a href="http://tinfix.org/proof/ADDL/Capital_One_Highlights-for-SBA.pdf">http://tinfix.org/proof/ADDL/Capital_One_Highlights-for-SBA.pdf</a>
939		SBA Denies Loan due to credit history	<a href="http://tinfix.org/proof/ADDL/SBA_8-10-13-DENIES_LoanApp-1000219393.pdf">http://tinfix.org/proof/ADDL/SBA_8-10-13-DENIES_LoanApp-1000219393.pdf</a> tinfix.com\proof\ADDL\SBA_8-10-13-DENIES_LoanApp-1000219393.pdf
940			<a href="http://tinfix.org/proof/ADDL/VWilliams_CV_CEO_Newark-Alliance-SUBMITTED.pdf">http://tinfix.org/proof/ADDL/VWilliams_CV_CEO_Newark-Alliance-SUBMITTED.pdf</a> C:\CriticalFiles\CURRENT_Post2010\QBSJobs_2015\Newark-Alliance\Williams_CV_CEO_Newark-Alliance-SUBMITTED.doc &
941		Newark CEO job	<a href="http://tinfix.org/proof/ADDL/VWilliams_CV_CEO_Newark-Alliance_FU2-SUBMITTED.pdf">http://tinfix.org/proof/ADDL/VWilliams_CV_CEO_Newark-Alliance_FU2-SUBMITTED.pdf</a> Williams_CV_CEO_Newark-Alliance_FU2-SUBMITTED.doc <a href="http://tinfix.org/proof/ADDL/">http://tinfix.org/proof/ADDL/</a>
942		United Health Care	<a href="http://tinfix.org/proof/ADDL/UNH-Complaint_4-27-16_Redacted.pdf">http://tinfix.org/proof/ADDL/UNH-Complaint_4-27-16_Redacted.pdf</a>
943		Neighborhood Deterioration Letter with empty houses – VW stuck	<a href="http://tinfix.org/proof/ADDL/HAMP_Request_8-4-14.pdf">http://tinfix.org/proof/ADDL/HAMP_Request_8-4-14.pdf</a> tinfix.com\proof\ADDL\HAMP_Request_8-4-14.pdf
944		041 - Virtualy intractable NOV. 2010 – Inspection and Direction by Health Officer	<a href="http://tinfix.org/proof/ADDL/South-Orange-Health-Officer.pdf">http://tinfix.org/proof/ADDL/South-Orange-Health-Officer.pdf</a> tinfix.com\proof\ADDL\South-Orange-Health-Officer.pdf

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945		NJ Wants Reimbursement for Medicaid (Welfare)		<a href="http://rinfix.org/proof/ADDL/NJ-Medicaid-Recovery-Notice.pdf">http://rinfix.org/proof/ADDL/NJ-Medicaid-Recovery-Notice.pdf</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
946		NJ Unemployment Hearing – Misled & Disrespected (Audio Recording)		<a href="http://rinfix.org/proof/ADDL/Appeal-Hearing_33215-845_dictation_844_by_0017_an.dct-1.wav">http://rinfix.org/proof/ADDL/Appeal-Hearing_33215-845_dictation_844_by_0017_an.dct-1.wav</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
947				<a href="http://rinfix.org/proof/ADDL/IRS-NJ_ACT_2006-2007-2008_12-12-11.pdf">http://rinfix.org/proof/ADDL/IRS-NJ_ACT_2006-2007-2008_12-12-11.pdf</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
948		IRS & NJ Division of Taxation Tax Filing Delays		<a href="http://rinfix.org/proof/ADDL/Extension-to-File_Waive-Fees_IRS-NJ_ACT_2014-2015_5-5-16.pdf">http://rinfix.org/proof/ADDL/Extension-to-File_Waive-Fees_IRS-NJ_ACT_2014-2015_5-5-16.pdf</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
<b>SUPPORTING DOCUMENTATION FOR:</b>				
949		HSBC (Hong Kong Shanghai Banking Corporation) Buys Right to Milk American People		<a href="http://rinfix.org/proof/ADDL/HSBC-Acquires-US-Banks.pdf">http://rinfix.org/proof/ADDL/HSBC-Acquires-US-Banks.pdf</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
950		<b>OWEN FORECLOSURES FROZEN</b>	Apr-16	<a href="http://rinfix.org/proof/ADDL/Ocwen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf">http://rinfix.org/proof/ADDL/Ocwen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf</a> Ocwen Foreclosures Frozen
951		<small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>		<a href="http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure">PRINT http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure</a>
952		<small>typical of Deloitte DOJ_Ocwen-foreclosures-</small>		<a href="http://www.housingwire.com/articles/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure">ONLINE http://www.housingwire.com/articles/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure</a>
953		<b>Goldman Sachs Settlement</b>	START HERE	Net Worth – US Median \$81,456 <a href="https://dqydj.com/net-worth-in-the-united-states-zooming-in-on-the-top-centiles/">https://dqydj.com/net-worth-in-the-united-states-zooming-in-on-the-top-centiles/</a>  Median Family Net Worth: new \$117,900 <a href="http://www.forbes.com/sites/nextavenue/2013/03/01/next-avenue-money-scorecard-how-do-you-rate/#59475637d42f">http://www.forbes.com/sites/nextavenue/2013/03/01/next-avenue-money-scorecard-how-do-you-rate/#59475637d42f</a> Goldman Sachs US\$ 861 billion (2015)[1] <a href="https://en.wikipedia.org/wiki/Goldman_Sachs">https://en.wikipedia.org/wiki/Goldman_Sachs</a> HSBC US\$2.67 trillion <a href="https://en.wikipedia.org/wiki/HSBC">https://en.wikipedia.org/wiki/HSBC</a>
954		<ul style="list-style-type: none"> <li>\$5B paid by Goldman Sachs is:                             <ul style="list-style-type: none"> <li>o 2472.03 like average person's time for stealing thousands from user</li> <li>o 0.0176% of Goldman Sachs asset</li> <li>o Cost of doing business , not a deterrent</li> </ul> </li> </ul>		
955				
956				
957				
958				
959		<b>HSBC Settlement</b> <ul style="list-style-type: none"> <li>\$470M paid by HSBC is:                             <ul style="list-style-type: none"> <li>o 314.34 like average person's time for stealing thousands from user</li> <li>o 0.5807% of HSBC assets</li> <li>o Cost of doing business , not a deterrent</li> </ul> </li> </ul>		
960			<a href="http://rinfix.org/proof/ADDL/Financial-Injury.xlsx">http://rinfix.org/proof/ADDL/Financial-Injury.xlsx</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>	
961			<a href="http://rinfix.org/proof/ADDL/CENSUS us state totals 2012.xls">http://rinfix.org/proof/ADDL/CENSUS us state totals 2012.xls</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>	
962		Updated Witness List – Includes Federal contacts		<a href="http://rinfix.org/proof/ADDL/Witnesses_Nov-2016.pdf">http://rinfix.org/proof/ADDL/Witnesses_Nov-2016.pdf</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
963				<small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>
964				<a href="http://rinfix.org/proof/ADDL/Witnesses_Nov-2016.docx">http://rinfix.org/proof/ADDL/Witnesses_Nov-2016.docx</a> <small>C:\CriticalFiles\CURR\ProofFiles\Welfare\Legal\ProofFiles\Used\cur\010117_ProtectCaseInNJ-Medicaid-Recovery-Notice.pdf</small>



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### Documents Added for Feb. 9, 2018 Hearing

MASTER LIST NO. Documents Submitted to US District Court of NJ on 1/16/18

970	COURT_List-of-Filings-FOR-TRIAL-CURRENT.xlsx
971	CURRENT COURT_List-of-Filings-FoR-TRIAL.xlsx
972	Dune-Capital.docx
973	Equifax_2017-USDCNJ.pdf
974	Experian_2017-USDCNJ.pdf
975	TransUnion_2017-USDCNJ.pdf
976	Financial-Injury-MASTER_2017.xlsx
977	Financial-Injury Size Standards Table 2017.xlsx
978	Financial-Injury Size Standards Table 2017.pdf
979	Fremont-in-Edgar.docx
980	Innovis_2017-USDCNJ.pdf
981	Mortgage-Creation-FinFix_v3-slides_DRAFT.pptx
982	Mortgage-History-Ledger-ALL.xlsx
983	Plaintiff Updates Financials
984	COURT_Complaint-Comparison 81-11 & 4753-13
985	Plaintiff Appealed Judge Miterhoff Decision
986	Plaintiff Appealed Foreclosure
987	Plaintiff Notified of NJ Hearing AFTER it Was Held
988	NJ Supreme Court Denied Plaintiff Due Process
989	COURT_US-AG_HELP_UPD_3-26-15
990	Appeal of Court Orders to NJ Superior Court
991	
992	VW_Marquis-Lifetime-Achievement-Award.pdf
993	VWilliams_Financial-Economics-Operations-Expertise.doc
994	VWilliams_Financial-Economics-Operations-Expertise.pdf
994B	VWilliams_Financial-Economics-Operations-Expertise_v2.pdf
995	Williams_Press-Release-MARQUIS_LAA-2017.pdf
996	VW_Employment_History_1969 - 2017
997	VW online video
998	Witnesses-Board-Defendants.xlsx
999	Witnesses-Rule-26-Comply_1-12-18.xlsx
1000	The Perils of Health Care under Medicaid
1001	Medicaid Is An American Right
1002	Case Highlights - us district court of new jersey case no. 2-16-cv-05301
1003	DHS Vendor Outreach notes added (Court List of Filings 12/20/16)
1004	GSA Settlement
1005	ADD COUNT: False Inducement to Action
1006	VW Sought Mediation

USDCNJ Filing #38

USDCNJ Filing #102

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### Documents Not Filed

MASTER LIST NO.	Documents Not Submitted to US District Court of NJ, N Courts or Federal Govt.
1010	Case 2-16-cv-05301 Glimpse-of-Proof-of-Fraud.docx <a href="#">TC</a>
1011	1_11-Williams-Motion-for-Summary-Judgment-filed_recvd_1-24-
1012	1_Attorney-Federal_Summary_HSBC-LittonGoldman-updated_4-9-
1013	SEC+Fed-Former-Contacts.rtf
1014	1_Attorney-Update-\$21M-Jury-Award.rtf
1015	AppealTribunalDecision_response_8-11-11.pdf
1016	ProofOfService_2011.pdf
1017	341_Mortgages_EssexCtyHallOfRecords-PUBLISH.pdf
1018	ACT_FED_Losses_3-23-13.xlsx
1019	ACT-Valuation-DUNS-926459942-Industry-Report-March-2018.pdf
1020	COURT_LIST-OF-CASES.rtf
1021	COURT_List-of-Case-Documents-Case L-00457-13&F-00839-13.do
1022	Court_Status_from-Khawan_9-14-14.pdf
1023	COURT_US-AG_HELP_2-26-13.pdf
1024	COURT_US-AG_HELP_4-3-13.pdf
1025	Letter to US AG 5/29/2015 <a href="#">NY</a>
1026	COURT_US-AG_HELP_AssignedNo3017163.pdf
1027	DC_Transition_Litton_Timeline_3-13-13.pdf
1028	DC_Transition_Litton_Timeline.xls
1029	VW_toLittonNeedPolicy2011.pdf
1030	Regulators.docx <a href="#">/fi</a>
1031	Payment Received 4-4-05.html
1032	OfferLetter_TCS.pdf
1033	Daniel Roy Unethical Collaborations
1034	Correspondence with Owen
1035	Deposition-Discovery-SE-Responses-to-Plaintiff-Rule-26-Interroga
1036	Seiden document not filed recvd 2-9-13
1037	Proposed Discovery Plan by Plaintiff v1 <a href="#">30</a>
1038	Proposed Discovery Plan by Plaintiff

## Over 1,140 Evidentiary Items Digital Copies Files & Available Upon Request

### Documents Added for Feb. 9, 2018 Hearing

MASTER LIST NO.	Documents Submitted to US District Court of NJ after 2/9/18
1050	COURT_List-of-Filings-FOR-TRIAL-CURRENT.xlsx as of 2-9-18
1051	CURRENT COURT_List-of-Filings-FoR-TRIAL.xlsx CURRENT
1052	Case_2-16-cv-05301_Seiden-letter-Feb9-hearing-2-6-18
1053	Goldman Sachs 10K 2016
1054	Ocwen 10K 2017
1055	Case_2-16-cv-05301_Plaintiff-Filing_3-2-18.pdf
1056	VW Deposition by Seiden 10-2-2014
1057	KFlanagan Deposition by Denbeaux 2014
1058	COURT_DEF_S&E_Rule26-Disclosures_12-2017
1060	Timeline
1061	Experian Refuses to Remove Ocwen
1062	Chase Denies Credit
1063	Plaintiff's Company Denied Credit by BofA-TransUnion
1064	Fremont Revised Mortgage
1065	Court appointed Mediator Schedules Mediation
1066	Judge Mitterhoff dismisses action
1067	Plaintiff Escalates to NJ Supreme Court
1068	Receipts for Appeal Sent to NJ Supreme Court
1069	USPS Mail Lost - Never Found by NJ or USPS
1070	Complaint filed with USDCNJ August 2016 (w/o attachments)
1071	Pain & Suffering After Foreclosure
1072	US Senate Said Money-Laundering by HSBC's McDonagh
1073	US Senate Said Money-Laundering by HSBC's McDonagh
1074	Litton Promised NOT to Foreclosure
1075	Litton to Delay Foreclosure - second copy
1076	IRS-Appeal-to-Ogden-memo_July-2018
1077	IRS-Appeal-to-Ogden-letter_July-2018
1078	IRS Appeal - 6-15-18
1079	IRS Appeal - 3-13-18
1080	IRS Appeal - 10-16-17
1081	Identity Theft - Comcast
1082	Identity Theft - IRS (several docs)
1083	SSA Appeal
1084	SSA Appeal FU 6-22-18
1085	EssexCty-Appeal-SNAP-Medicaid_6-2018
1086	LifeLock Received Info 8-20-17
1087	Foreclosure Dismissed to Credit Agencies 3-23-12
1100	VW Request to Veritext
1101	Response from Veritext
1102	Motion for Proof Hearing NJ Case COURT-Case-Files-L-004753-13
	<b>OLD DOCUMENTS</b>
1103	US-Case-No-2-16-cv-05301-SUMMARY.doc B4 2018
1104	US-Case-No-2-16-cv-05301-SUMMARY.pdf B4 2018
1105	US-Case-No-2-16-cv-05301-PREMEDITATION.doc

## Over 1,140 Evidentiary Items Digital Copies Files & Available Upon Request

### Documents Added for Feb. 9, 2018 Hearing



MASTER LIST NO. Documents Submitted to US District Court of NJ after 2/9/18

1106	US-Case-No-2-16-cv-05301-PREMEDITATION.pdf
1107	1_MASTER_FED-TO-DO_12-18-16.rtf
1108	Dr. Rajiyah No Exercise No Stress
1109	Letter to NJ Court Asking for Certified Mail w/FedEx
1110	Plaintiff Depicts Infliction by Defendants' Acts
1111	Welfare Denied due to Foreclosure
1112	Essex Cty Home Improvement Prog App
1113	Damages from NJ Welfare due to Foreclosure
1114	Damages from NJ Welfare due to Foreclosure-PROOF
1115	Decline of the Middle Class_FT-2018
1116	Decline of the Middle Class_NYTimes
1117	Decline of the Middle Class_Pew-Research
1118	GSA Acquisition Manual_1999
1119	Welfare Denied due to Foreclosure - AGAIN
1120	Welfare Denied due to Foreclosure - AGAIN-VW
1121	VW to NJ Superior Court - Re-Send Letter
1122	Damages-MortgageOfferQuickenLoans
1123	VW Federal Resume 2012
1124	Federal Agencies Block Opportunities Due to Foreclosure
1125	VW Chronological & Detailed Resume
1126	NJ Loses Identity Sensitive Mail
1127	Plaintiff Has Trespassers & ColdCallers
1128	Defendants Question Sheriff Sale
1129	Fund Justice Campaign Created 3-27-18
1130	Fund Justice Campaign Cancelled 10-10-18
1131	Flipper of Adjacent Property Refuses to FIX DAMAGE
1132	NJ Loses Identity Sensitive Mail - NJ-response#1
	NJ Loses Identity Sensitive Mail - NJ-response#2
	NJ Unemployment Problems after fraud
	Plaintiff Works to Regain Health b4 knows about 8/14 foreclose
	Doctor Patient Needs Consideration 11-11-18
	ForeclosureDismissed_3-8-2012.
	ForeclosureDismissed_7-19-2013
	NJ Welfare Exacerbates Identity Theft-email 11-26-18
	Plaintiff on Front Page Chicago Sun Times Business
	New Witnesses & Damages From Fake Foreclosure Filings

## MORE DAMAGES NOT INCLUDED IN CASE FILES

### One Example, PLAINTIFF LACKS FUNDS AND TIME TO PROTECT AGAINST TRADEMARK INFRINGERS & OTHER COMPETITORS

A space or capitalization of letters does not differentiate these marks from our mark, the original DiscoverIT. These marks are obliterating the distinction, brand and value that I have been building since 1998. These marks are destroying a lifetime of effort, just when my firm is finally positioned to give birth to the revamped products and services that I envisioned decades ago. This will allow me to help others to grow. It is also a critical component of my retirement plan.  
~ V. Williams, Brand Creator

<b><u>COPYCAT DiscoverIT<sup>®</sup> MARKS</u></b>				
MARK	SERIAL NUMBER ( <a href="#">click for Justia</a> )	DATE FILED	DATE TRADEMARKED ( <a href="#">click for USPTO</a> )	OWNER
DISCOVER IT	<a href="#">85598955</a>	2012	<a href="#">2013</a>	<a href="#">DISCOVER FINANCIAL SERVICES</a>
Discover It	<a href="#">85503892</a>	2011	<a href="#">2012</a>	<a href="#">KJB Security Products, Inc.</a> <a href="https://www.kjbsecurity.com/">https://www.kjbsecurity.com/</a>
	<a href="#">85454506</a>	2011	<a href="#">2013</a>	<a href="#">Integrated Management Information, Inc.</a>
DISCOVER IT	<a href="#">86241878</a>	2014	<a href="#">2016</a>	<a href="#">IT COSMETICS, LLC</a> Subsidiary of L'Oréal S.A.
DISCOVER IT. LOVE IT. BELIEVE IT.	<a href="#">86055993</a>	2013	<a href="#">2014</a>	<a href="#">IT COSMETICS, LLC</a> Subsidiary of L'Oréal S.A.
DISCOVER IT	<a href="#">86171118</a>	2014	<a href="#">2015</a>	Discover Financial Services Inc. (listed as <a href="#">JOAT Company, The ??</a> )
DISCOVER It Forward	<a href="#">86088334</a>	2013	<a href="#">2014</a>	<a href="#">Lesinski, David</a>
Discover it. Together.	<a href="#">85907769</a>	2013	<a href="#">2014</a>	<a href="#">Lamb Creek Family Adventures Inc.</a>
DISCOVER IT. LIVE IT. SHARE IT.	<a href="#">86579306</a>	2015	<a href="#">2016</a>	<a href="#">Nikken International, Inc.</a>
discoverit	<a href="#">86815401</a>	2015	<a href="#">2016</a>	<a href="#">Bruneau Antiques Inc.</a>
	<a href="#">86750029</a>	2015	<a href="#">2016</a>	<a href="#">Fraser, Diane</a>
GAYGULL.COM <b>DISCOVER IT.</b> EMBRACE IT. GAYGULL IT!				

Since 2002, several other companies realized their infringement and withdrew or had their marks cancelled. For more information visit <http://www.discover-it.com/trademark-history.html>

## A PERSPECTIVE ON THE PROPERTY LOSS

As The Owner of a 35-year Old Business, Losses Realized From Decimation of Income and Asset Value,  
and Other Factors is Order of Magnitude Greater Than Property Alone

**PURCHASE PRICE \$88,000 ♦ PURCHASE + FINANCING \$301,696 ♦ UPKEEP \$175,000 ♦ UPGRADES \$300,000 ♦ TAXES \$157,500 =TCO \$934,196**  
**Current Value of Investment in the Property ~ \$1,300,000**

As of 12/24/2018

FINANCIAL LIFETIME POSITION OF ASSET ACQUISITION AND THEFT

Page 1 of

		PREPARATION											5 Year Investment in Property						
		1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988
<b>FOUNDATION</b>	<b>CAREER PATH</b> Financial - Economic Professional Publications Speaking & Awards									Post MBA									
<b>BASELINE</b>	<b>MARKET VALUE</b> Purchase CPI applied Assessed Value													\$88,000					
<b>INVESTMENT</b>	<b>VW INVESTMENT</b> Purchase Price Maintenance Upgrades Mortgage Payments													\$88,000					
<b>FINANCING</b>	<b>MORTGAGE COSTS TO HOMEOWNER</b> Principal Interest Fremont Advance Payoff Balance													\$0	\$0	\$0	\$0	\$0	\$0
<b>ROI LOSS + DAMAGES</b>	<b>VW EQUITY</b> 541 Scotland Other													-\$87,900					
<b>ROI LOSS + DAMAGES</b>	<b>HSBC-GOLDMAN FRAUD DAMAGES</b>													\$0	\$0	\$0	\$0	\$0	\$0
<b>ROI LOSS + DAMAGES</b>	<b>VW TOTAL DAMAGES DUE</b>													-\$87,900					







## 1<sup>st</sup> Interrogatory of 94

### Remaining 93 Interrogatories Provided Upon Request of Court

Congratulations on rising to become a Judge and Thank You for your service to the NJ Superior Court. Please give an overview of your background. When were you born? Where did you grow up? What Universities did you attend? When did you move to NJ? How long have you lived in NJ? How and when did you become a Judge? Did you pursue it or were you pursued? Where have you served as a lawyer and where have you served as a Judge? Approximately over how many cases have you presided?

**Your Decision.** Did you have an opportunity to read or learn about this case before it was presented to you in Court? How did you learn about it? About how much time did you spend reviewing the case info before each hearing/trial? Did you review any information from Veronica Williams (the Plaintiff in cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#) & Defendant in NJ Foreclosure Case [NJ-CASE-F-000839-13](#))? Did Veronica Williams appear at any of the hearings in which she was a defendant or plaintiff? Did you question Veronica Williams' absence? If so, how many times? Were you given any reason for Veronica Williams' absence? Why did you make a decision without hearing from Veronica Williams? Did you or the State of New Jersey benefit in any way from your decision? If so, how did you or the State of New Jersey benefit? If not, why not?

The [lawyer, Daniel Roy](#), who signed the fraudulent mortgage was sanctioned on Feb. 8, 2015 by the [Disciplinary Review Board of the Supreme Court of New Jersey](#) after pleading guilty to: violating RPC 1.1 (a) (gross neglect), RPC 1.3 (lack of diligence), and RPC 1.7(a)(2) (conflict of interest). The other homeowner's property was stolen with this lawyer's help. The lawyer's wife owns a title company, [Royal Title Service, Inc.](#), that has operated in Essex County since 1984. The lawyer's wife's son owns a title company, [Opal Title Service, LLC](#), that has operated in Essex County since 2012. At the time of Veronica Williams' (Plaintiff cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#)) investigation, both title firms operated out of the law office of this sanctioned lawyer,

. Could either of them have assisted this lawyer – their husband and stepfather – in retroactively for filing the fraudulent mortgage? The fraudulent mortgage was somehow added to the property records at NJ Essex County Hall of Records *after the spring of 2010*. This was at least 15 months after the Foreclosure (NJ-CASE-F-000839-13) was filed. Knowing this, would you have issued your ruling? Would you have reversed your ruling? Would you have dismissed the case and the foreclosure?

**COMPLETE INTERROGATORY DOCUMENT IS ENCLOSED WITH APPEAL**

## USDCNJ FILING PREPARED IN RESPONSE TO DEFENDANTS' QUESTION

### UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS,

Plaintiff, Pro Se

v.

LITTON LOAN SERVICING, HSBC BANK  
USA, N.A.; GOLDMAN SACHS; FREMONT  
HOME LOAN TRUST 2006-C MORTGAGE-  
BACKED CERTIFICATES, SERIES 2006-C;  
OCWEN; STERN & EISENBERG, PC  
Ocwen Financial Corporation, The State of New  
Jersey

Defendants

UNITED STATES FEDERAL COURT

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

#### DOCUMENT QUESTIONED BY DEFENDANTS' ATTORNEY

**FOR PROBLEMS WITH:**

NJ Case Docket No. F – 000839-13

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

#### DOCUMENT QUESTIONED BY DEFENDANTS' ATTORNEY

#### Proof of Continuing Depraved Indifference

The New Jersey Courts' latest Ruling made *without giving me notice* is attached. I am the Plaintiff in USDCNJ Case 2:16 05301 & Defendant in NJ Case F-000839-13. I was not given notice before the hearing or after the hearing. Such subversive acts that defy in the face of NJ Court rules (as presented in USDCNJ Case files - see <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>) are par for the course for the defendants DCNJ Case 2:16-cv-05301 and their attorneys.

One of the Defendant's attorneys questioned my certainty of information in USDCNJ Filing No. 109 by this Plaintiff. In addition to the attached document that was questioned, the Plaintiff will present extensive evidence at trial that corroborates this document. I shall update the outline provided in USDCNJ Filings No. [109](#) & No. [110](#) to incorporate this and other documents at trial.

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 29, 2018

**Attachment I**

SWC F 000839-13 12/07/2017 Pg 1 of 4 Trans ID: CHC2017858234  
Recorded in the Office of the Superior Court Clerk Pg 1 of 4 Writ #17041033

ADD C

FOR  
[http](http://)

008:

475:

NJ C

[0530](http://)

STEVEN K. EISENBERG, ESQUIRE (009221995)  
 JACQUELINE F. McNALLY, ESQUIRE (020402005)  
 DAVID M. LAMBROPOULOS, ESQUIRE (040322006)  
 SALVATORE CAROLLO, ESQUIRE (007012001)  
 MICHAEL J. REILLY, ESQUIRE (042522012)  
 LUCAS M. ANDERSON, ESQUIRE (014342011)  
 JUSTIN M. STRAUSSER, ESQUIRE (090692014)  
 CHRISTOPHER M. CAMPOREALE, ESQUIRE (072082013)  
 STEFANIE MALONE-ZEITZ, ESQUIRE (107872014)  
 STEVEN P. KELLY, ESQUIRE (010032010)  
 JESSICA N. MANIS, ESQUIRE (114562014)  
 FRANK J. KEENAN, ESQUIRE (022041994)  
 CHRISTOPHER A. SALIBA, ESQUIRE (161512016)  
 BRANDON P. ACCARDI, ESQUIRE (138802014)  
 ANTHONY P. SCALL, ESQUIRE (034182007)  
 CHRISTOPHER M. McMONAGLE, ESQUIRE (124402015)  
 STERN & EISENBERG, PC  
 1040 N. KINGS HIGHWAY, SUITE 407  
 CHERRY HILL, NJ 08034  
 TELEPHONE: (609) 397-9200  
 FACSIMILE: (856) 667-1456  
 (COUNSEL FOR PLAINTIFF)  
 117.790000

<p>HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>Veronica Williams</p> <p style="text-align: center;">Defendant(s).</p>	<p>SUPERIOR COURT OF NEW JERSEY ESSEX COUNTY CHANCERY DIVISION</p> <p>DOCKET NO.: F-000839-13</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;"><b>ALIAS WRIT OF EXECUTION</b></p>
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THE STATE OF NEW JERSEY

TO THE SHERIFF OF THE COUNTY OF ESSEX

GREETING:

WHEREAS, on the following date, 10/27/14 by a certain Judgment in our Superior Court of New Jersey, in a certain cause therein pending wherein the Plaintiff is HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series

**Attachment I cont'd.**

SWC F 000839-13 12/07/2017 Pg 2 of 4 Trans ID: CHC-2017858234  
Recorded in the Office of the Superior Court Clerk Pg 2 of 4 Writ #17041033

2006-C, and the following named parties is/are the Defendant(s): Veronica Williams, Mr. Williams, Unknown Spouse of Veronica Williams & Woodbridge Med Assoc., it was Ordered and Adjudged that certain mortgaged premises, with the appurtenances, in the Complaint (and any amendments to Complaint) in the said cause particularly set forth and described, that is to say:

The mortgaged premises are described as set forth upon the RIDER ANNEXED HERETO AND MADE A PART HEREOF.

TOGETHER, with all and singular the rights, liberties, privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property claim and demand of the said Defendant(s) of, in, to and out of the same, be sold to pay and satisfy unto the Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C, in the sum of \$485,083.94 being the principal, interest and lawful advances, if any, secured by a certain mortgage dated March 27, 2006 and given by Veronica Williams, together with lawful interest, from August 7, 2014, and lawful statutory interest thereafter on the total sum due Plaintiff, until the same be paid and satisfied, and also costs of the aforesaid Plaintiff, with interest thereon.

And for that purpose, a Writ of Execution should issue directed to the Sheriff of the County of Essex commanding him to make sale as aforesaid; and that the surplus money arising from such sale, if any there be, should be brought into our said Court, subject to the further Order of the said Court, as by the said Judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and may more fully appear.

AND WHEREAS, the costs of the said Plaintiff have been duly taxed at the following sum:  
\$ 5,940.84.

THEREFORE, you are hereby commanded, that you cause a sale to be made of the premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, the said

**Attachment I cont'd.**

SWC F 000839-13 12/07/2017 Pg 3 of 4 Trans ID: CHC2017858234  
Recorded in the Office of the Superior Court Clerk Pg 3 of 4 Writ #17041033

sum of \$451,354.46 and the same you do pay to the said Plaintiff, together with lawful interest thereon as aforesaid, and the sum aforesaid of costs with interest thereon, and that you have the surplus money, if any there be, before our said Superior Court of New Jersey, aforesaid, at Trenton, within thirty (30) days after sale. If no sale, Writ is returnable within twenty-four (24) months, pursuant to R.4:59-1(a), to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ.

WITNESS, The Honorable Paul Innes, P.J.Ch., Judge of the Superior Court at Trenton  
aforesaid, this 7<sup>th</sup> day of December, 2017.



Michelle Smith

Clerk

Stern & Eisenberg, PC  
Attorneys for Plaintiff

By: /s/LUCAS M. ANDERSON, ESQUIRE (014342011)  
LUCAS M. ANDERSON, ESQUIRE (014342011)



**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE TO GOLDMAN SACHS & OCWEN**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

<p><b>Via Facsimile</b> Lloyd C. Blankfein Chairman and CEO [REDACTED]</p> <p>Goldman, Sachs &amp; Co. 200 West Street New York, NY 10282 Phone 212-902-3474 Fax (212) 902-3000 <small><a href="http://www.goldmansachs.com/locations/offices/ny-blankfein.html">http://www.goldmansachs.com/locations/offices/ny-blankfein.html</a></small></p>	<p><b>Via Facsimile</b> Gregory K. Palm Executive Vice President, General Counsel and Secretary of the Corporation [REDACTED]</p> <p>Goldman, Sachs &amp; Co. 200 West Street New York, NY 10282 Phone 212-902-0300 Fax (212) 902-3000 <small><a href="https://www.bloomberg.com/profile/people/4122769-pegory-k-palm">https://www.bloomberg.com/profile/people/4122769-pegory-k-palm</a></small></p>	<p><b>Via eMail</b> Mr. Ronald M. Faris President &amp; CEO Ocwen Financial Corporation 1661 Worthington Road Suite 100 West Palm Beach, FL 33409</p> <p>Email <a href="mailto:Ronald.Faris@ocwen.com">Ronald.Faris@ocwen.com</a></p>
--	---	---

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)  
(202) 486-4565

December 28, 2018

**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE TO HSNB & THE STATE OF NEW JERSEY JUDICIARY**

I, Veronica Williams, certify that on this 26<sup>th</sup> day of October 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

<p><b>Via eMail</b> Ms. Elizabeth Arlow or current Regulatory Operations Officer HSBC 2929 Walden Avenue Depew, NY 14043  Phone 855-334-1650 Email investor.relations.usa@us.hsbc.com</p>	<p><b>Via eMail</b> State of New Jersey <b>Glenn A. Grant, J.A.D.</b> Acting Administrative Director of the New Jersey Courts Administrative Office of the Courts Richard J. Hughes Justice Complex P.O. Box 037 Trenton, NJ 08625-0037  Email</p>
---	--

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)  
(202) 486-4565

December 28, 2018

**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

<p><b>Via Email</b> Clerk of NJ Supreme Court Clerk of Supreme Court HeatherJoy Baker R.J. Hughes Justice Complex Supreme Court Clerk's Office P.O. Box 970 Trenton, NJ 08625-0970 <a href="tel:609-815-2955">609-815-2955</a></p>	<p><b>Via Email</b> NJ Appellate Division Clerk Joseph H. Orlando Superior Court, Appellate Division Appellate Division Clerk's Office P.O. Box 006 Trenton, New Jersey, 08625  Phone: <a href="tel:609-815-2950">609-815-2950</a></p>	<p><b>Via eMail</b> Clerk of Superior Court Michelle M. Smith R.J. Hughes Justice Complex Superior Court Clerk's Office P.O. Box 971 Trenton, NJ 08625-0971 Phone: <a href="tel:609-421-6100">609-421-6100</a> Fax: 609-292-6564 Email: <a href="mailto:Scco.Mailbox@njcourts.gov">Scco.Mailbox@njcourts.gov</a></p>
--	--	--

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 28, 2018



**UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

<p><b>Via Email</b> Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 <a href="mailto:siseiden@duanemorris.com">siseiden@duanemorris.com</a></p>	<p><b>Via Email</b> Evan Barenbaum, Esq Attorney for Stern &amp; Eisenberg</p> <p>Director of Litigation Stern &amp; Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 <a href="mailto:ebarenbaum@sterneisenberg.com">ebarenbaum@sterneisenberg.com</a></p>	<p><b>Via EMail</b> Attorney General for the State of NJ</p> <p>Mr. Gurbir S. Grewal Attorney General Office of The Attorney General The State of New Jersey Richard J. Hughes Justice Complex (HJC) 25 Market Street 8th Floor, West Wing Trenton, NJ 08625-0080 <small>OAGPress@njoag.gov</small></p>
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Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

December 28, 2018

(202) 486-4565

**TAB E**  
**AMENDED COMPLAINT**

Veronica A. Williams  
 P.O. Box 978  
 South Orange, NJ 07079-0978  
 Phone 202-486-465 / Fax 888-492-5864  
 Email [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)  
 (Residence: 541 Scotland Road, S. Orange, NJ)  
*Plaintiff & Per Se Counsel*

THIS DOCUMENT MAY BE DOWNLOADED AT  
[http://finfix.org/Federal-Complaint-Amended-2018\\_Case\\_2-16-cv-05301.pdf](http://finfix.org/Federal-Complaint-Amended-2018_Case_2-16-cv-05301.pdf)

**UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF NEW JERSEY**

VERONICA A. WILLIAMS,

Plaintiff, Pro Se

v.

LITTON LOAN SERVICING, HSBC BANK  
 USA, N.A.; GOLDMAN SACHS; FREMONT  
 HOME LOAN TRUST 2006-C MORTGAGE-  
 BACKED CERTIFICATES, SERIES 2006-C;  
 OCWEN; STERN & EISENBERG, PC  
 Ocwen Financial Corporation,

Defendants

UNITED STATES FEDERAL COURT

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

AMENDED COMPLAINT

AND JURY DEMAND

I, Veronica Williams, of full age, residing at 541 Scotland Road, South Orange, NJ 07079-3009, by way of complaint herein says:

**JURISTICIION AND VENUE**

Plaintiff has tried since 2009 to resolve this matter in the New Jersey Courts. She has been denied mediation, a jury trial and more by the New Jersey Superior Court and had not received a response to her appeal to the New Jersey Supreme Court until recently.

Venue is appropriately laid in the Federal Court Essex Vicinage because the Plaintiff resides in the County of Essex in the State of New Jersey.

## PARTIES

Veronica Williams is the Plaintiff in this matter. She owns a firm that once held Federal GSA Schedules. However, as stated in more depth below, she is now unemployed due to the defendant's actions. She has owned and lived in her home at 541 Scotland Road, South Orange, New Jersey since August 1983. She refinanced this property on or about March 31, 2006 to remove it from Litton Loan who had bought her mortgage for the first time.

Defendant Litton Loan Servicing Litton Loan Servicing L.P. ("Litton") collects principal and interest payments on prime and subprime residential mortgages and was doing business in such capacity in the State of New Jersey. It is unknown as to where its main office is, but as stated on the defendant's website, it appears to be located within Houston and San Antonio, Texas, four different addresses. The modification department being located at 4828 Loop Central Drive, Houston, Texas 77081. On or about March 31, 2006, Litton Loan Servicing (Litton) purchased the Plaintiff's mortgage for the subject property at 541 Scotland Road, South Orange, New Jersey. Due to Litton's reputation for mishandling mortgages, the Plaintiff immediately moved her mortgage to Fremont Loan. In 2008, Litton acquired the Plaintiff's loan again, this time from Fremont.

Defendant HSBC Bank USA, N.A. is the Trustee for Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-28279-09, to have refinanced the Plaintiff's mortgage on or about September 1, 2006.

Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-839-13, to have acquired the loan via assignment on or about September 1, 2006.

Defendant Goldman Sachs acquired ownership of Defendant Litton Loan Servicing in or about December 2007.

In 2008, the defendant Litton Loan bought Mrs. William's loan from Fremont Mortgage (herein after "Fremont"), the previous loan holder.

Defendant Ocwen acquired Litton Loan Servicing from Goldman Sachs on or about September 2011.

Defendant Stem & Eisenberg PC, LLC was the law firm that represented HSBC Bank USA, N.A. as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C in its second effort to wrongfully foreclose on Plaintiff's home and wrongfully collect a debt.

**ALLEGATIONS COMMON TO ALL  
COUNTS**

***The Loan Workout Plan Breach***

Plaintiff Veronica Williams is the president of Absolute Computer Technologies (ACT) Inc. and holds a BA in Economics from Brandeis University and an MBA in Finance and Economics from Northwestern University.

ACT Inc. is a management-consulting, technology-services and advisory firm based in South Orange, N.J., servicing private and public clients since 1986.

Plaintiff's clients have included American Express, the United States Army, Motorola, IBM, the New York Board of Trade, and The United States General Services Administration, the State of New Jersey and many other firms.

In November 2008, Ms. Williams told the defendant she was going to refinance with a reputable firm. Fremont had mishandled her refinancing. The defendant assured Ms. Williams that they could be trusted now because Goldman Sachs owned them and that a modification

would be forthcoming upon receiving certain documents from her.

Shortly thereafter, on or around February 2009, Ms. Williams sent a formal, written modification request that included documents requested by the defendant.

In February and March 2009, Ms. Williams wrote Litton regarding a modification. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit A and B.

In March 2009, the defendant advised Ms. Williams to stop making payments for at least three months because, according to Litton, she had to be in arrears in order to qualify for a modification. The defendant also told her that if she was denied a federal modification, they would grant her a modification.

On or around July 1, 2009, the defendant sent Ms. Williams a loan workout plan that did not accurately reflect the terms she discussed with them, which was an interest rate of two or three percent amortized over a thirty year term with no additional points or fees. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit C.

Instead, the loan workout plan indicated three monthly “Trial Period Payments” of \$3,054.83 (July 1, 2009, August 1, 2009 and September 1, 2009) with the interest rate the same as her current interest rate, seven percent. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit C.

Ms. Williams signed and returned the loan workout plan because she was seeking a job with Homeland Security and a renewal of her GSA contract with the government that was predicated on her successfully passing a security clearance. In order to pass the security clearance, Ms. Williams needed to have a good credit record. However, to even get to this point, Ms. Williams had to invest many years (intermittently between 1971 – 2009) building a reputation by conducting work for the government and private companies.

Ms. Williams signed and returned the loan relying on the defendant’s word that they would

grant her a modification upon receiving the last payment. See COURT [Discovery-Document Exhibit 5](#)

On or about June 25, 2009, Plaintiff sent Litton her timely payments due on or before July 1 and August 1, respectively, pursuant to the Loan Workout Plan.

In July 2009, the defendant served her with foreclosure papers, but in September 2009 promised to delay the foreclosure as long as she honored the July 2009 loan workout plan. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit D.

In August 2009, the defendant returned her checks, which had been sent to comply with the workout plan, rather than recognizing than payments made with the checks.

In September 2009, Ms. Williams received a written, contingent employment offer from Homeland Security. The offer was contingent upon her passing the screening for and receiving a security clearance.

Ms. Williams then followed up with the defendant who again informed her that the modification would be forthcoming and that they would reverse the foreclosure once they received the last payment for the loan workout plan. As a result, Ms. Williams agreed to resend the payments.

On or about September 11, 2009, Plaintiff satisfied her obligation to pay Litton the third monthly arrears payment pursuant to the Loan Workout Plan.

On or about September 25, 2009, Litton informed Plaintiff that it would delay foreclosure until November 4, 2009. See COURT [Discovery-Document Exhibit 5](#)

Litton modified and reinstated the Loan Workout Plan offered to Defendant by lowering the amounts due for the three monthly payments and by setting three new due dates beginning November 1, 2009. OR On or around November 1, 2009, instead of granting a modification as promised, the defendant issued Ms. Williams a revised loan workout plan, but with a lower “Trial

Period Payment” of \$2,316.53. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit E.

On or about October 28, 2009 Plaintiff timely resubmitted all three Loan Workout Plan payments in full to Litton Loan. Ms. Williams signed and returned the revised loan workout plan including the previously rejected loan payments, which the defendant accepted. The checks were paid according to the schedule stipulated in the modification agreement from the defendant. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit F.

Although Litton inexplicably failed to recognize the same arrears payments provided earlier, Litton recognized the October 28 payments in amounts totaling \$9,216.61.

Ms. Williams informed Homeland Security that she would be granted a modification by the latest February, based upon the defendant’s representations to her.

At least two of the payments were cashed after the defendant’s foreclosure summary judgment was granted against Ms. Williams.

Regardless of the defendant cashing Mrs. William’s checks and telling her that she would be granted a modification at the end of the last “Trial Period Payment,” the defendant proceeded to secure a foreclosure against her in December 2009.

On or around January 17, 2010, Ms. Williams wrote a letter to the defendant reiterating the urgency of a modification. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit G.

Although her Federal GSA contract was scheduled to cancel in March, it was up for a renewal predicated on her generating task orders, which was predicated on her securing the position with U.S. Department of Homeland Security; and thus, qualifying for task orders for which she had lobbied. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit H.

In February, the defendant cashed her last “Trial Period Payment,” but never gave her a modification as promised.



Instead they sent her another revised loan workout plan dated March 16, 2010 with higher “Trial Period Payments” of \$3,333.55. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit I.

Ms. Williams did not sign the modification agreement and stopped making monthly payments for the following reasons: 1) on numerous occasions, the defendant misled her to believe they would grant her a modification; 2) Ms. Williams could no longer keep tenants due to the house being in foreclosure; and 3) she knew that she was going to lose her job offer from Homeland Security because she told them the foreclosure would be removed by February, as indicated by the defendant, and it was not removed.

As anticipated, in May 2010, Homeland Security withdrew their offer to Ms. Williams and she lost her GSA contract because she did not pass the security clearance. See COURT [Complaint-ESSEX L-000081-11](#) Exhibit J.

Litton's failure to recognize Plaintiff's monthly arrear payments when originally submitted by Plaintiff was a breach of the Loan Workout Plan.

Litton's breach was part of business model that required a percentage of its loans in collection to default.

By breaching the contract with Plaintiff, Litton and the true owner of the loan stood to collect money from insurance proceeds that made the breach more profitable than honoring the loan as performing.

In the resultant foreclosure litigation, Defendant dismissed the action after Plaintiff objected to the fraudulent conduct of Litton that caused her the injury she suffered.

Litton's misconduct caused the destruction of Plaintiff's business.

In January 2013 a new foreclosure complaint was again wrongfully filed under docket 0839-13.

***FEMA Background Check Disruption***

In or about 2009, the Federal Emergency Management Agency (FEMA) offered Plaintiff a position as an independent contractor.

The only condition for FEMA's employment of Plaintiff was the acquisition of a favorable suitability determination based on a security background investigation.

On or about September 20, 2009, Plaintiff initiated the security background investigation required for FEMA's employment.

On or about November 17, 2009, FEMA responded to Plaintiff's security background investigation by issuing a pending unsuitable decision. The only indication FEMA provided to Plaintiff for her pending unsuitable decision was past due balances on mortgage debt. FEMA provided Plaintiff thirty calendar days in which to appeal her pending unsuitable decision.

On or about December 12, 2009, the Plaintiff issued FEMA a timely and thorough response to appeal her pending unsuitable decision. All outstanding past due balances on loans were documented to be settled or in current payment, except for the Litton balance, due to Litton's protracted and deceptive modification process.

Plaintiff explained in her timely and thorough response to FEMA that she had proactively sought to mitigate and rectify her account with Litton but Litton failed to recognize her timely payments.

On or about May 12, 2010, FEMA deemed Plaintiff unsuitable for employment.

In April 2017, the Plaintiff saw the Foreclosure case file that heretofore, had not been made available to her. In addition to the NJ Courts conducting hearings and granting a foreclosure without the presence of the Plaintiff or her attorney, the foreclosure was based upon a complaint that contained a fraudulent mortgage.

The State of New Jersey (NJ) has denied the Plaintiff's due process for more than 6 years. NJ has facilitated the defendants' illegal foreclosure against the Plaintiff and supported

the defendants in evading the Plaintiff's legal action that included a jury trial that was never held. Details are provided throughout the U.S. District Court of NJ Case No. 2:16-cv-05301-ES-JAD case file including a summary on pp 3683 – 3684. This summary may be downloaded at [http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_NJ-As-Defendant-5-8-17.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-As-Defendant-5-8-17.pdf) . Additional documents are on the enclosed thumb drive. The amended complaint and all supporting documents filed by the Plaintiff may be accessed online at <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

### **COUNT I**

#### **VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

##### **(ALL DEFENDANTS)**

Plaintiff incorporates by reference all prior facts and allegations in this Complaint as if set forth here at length again.

Defendants have provided Plaintiff with inconsistent written documentation indicating who the owner(s) and servicer(s) of the mortgage loan are.

Defendant Litton Loan Services, its successors, and agents, attempted to collect a disputed debt in violation of the Fair Debt Collection Practices Act by:

- a. Using foul and abusive language
- b. Contacting Plaintiff repeatedly in a harassing manner after the debt was disputed by Plaintiff.
- c. Refusal to validate the debt upon demand
- d. Harassing plaintiffs by calling at inconvenient hours, repeatedly, with the intention of causing plaintiff distress.

The foregoing list is a partial list of known violations and is provided in the pleadings to provide notice of the claim for violation of the Fair Debt Collection Practices Act. Further

violations are likely to be discovered during litigation.

Defendants acted in concert to violate the FDCPA.

As a result of the actions of defendants which violate FDCPA, plaintiffs have suffered embarrassment, loss of sleep, depression, other physical symptoms of stress, fees paid to attorneys, loss of income, and other financial and physical harm.

## **COUNT II**

### **VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)**

#### **(All Defendants)**

Plaintiffs incorporate by reference all prior facts and allegations in this Complaint here as if set forth at length again.

The defendants' decision to solicit, offer and enter into a modification agreement for which it had no intention to honor constitutes an unconscionable commercial practice.

The defendants' decision to continue prosecuting the foreclosure action in violation of the contract between the parties, constituted an unconscionable commercial practice.

Defendants' continued harassment of the plaintiff, after executing a permanent modification constitutes acts of unconscionable commercial practice.

Defendants' public listing of the plaintiff's home for foreclosure sale, even after its rights to do so were extinguished, constitutes an unconscionable commercial practice.

The foregoing listing of the defendants' combined acts of unconscionable commercial practice are not exhaustive, and are designed to put defendants on notice that their various actions to foreclose on the plaintiffs' home following the modification agreement were all acts of unconscionable commercial practice.

On information and belief, defendants paid other actors, individuals or businesses, to assist them in their unconscionable commercial practices. Those other entities and persons are

identified in the pleadings as John Does I-X.

As a result of the defendants' acts of unconscionable commercial practices, plaintiffs have suffered damages and injury.

### **COUNT III**

#### **BREACH OF CONTRACT**

*(All Defendants except The State of New Jersey)*

Plaintiffs incorporate by reference all prior facts and allegations in this Complaint here as if set forth at length again.

There exists a contract between plaintiffs and Litton Loan Servicing. The contract was entered into by Litton in its individual capacity and on behalf of the other defendants to this action.

The contract extinguished the plaintiff s default on the mortgage note that HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C sued to enforce under docket F-28279-09 and again under docket F-839-13

Plaintiffs made payments and performed in accordance with their obligations under the contract. Litton Loan Services thereafter refused to continue accepting monthly payments made by Plaintiff.

On information and belief, Litton Loan Services was instructed to stop accepting modification payments by the true owner of the loan. Litton Loan Services has claimed that the owner of the loan at the relevant time was HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C.

Despite Plaintiffs compliance with the contract. Defendant wrongly continued to prosecute a foreclosure complaint and litigated the matter to final judgment.

Litton Loan Services and HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust

2006-C, Mortgage-Backed Certificates, Series 2006-C later entered into a consent order vacating final judgment, a writ of execution, and dismissing the foreclosure action in its entirety. This act was an admission of Defendants wrongdoing.

Defendants Litton Loan Services and its successors in interest, HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C, were aware of the existence of a modification loan and intentional breach by Defendant.

As a result of the Defendants actions, the contract was breached and Plaintiff was harmed.

Plaintiff has suffered damages.

#### **COUNT IV**

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

*(All Defendants)*

Plaintiff incorporates by reference all prior facts and allegations in this Complaint here as if set forth at length herein.

The defendants' actions were intentional, and were designed to cause plaintiff distress.

The aim of these actions was to force plaintiff out of her home in breach of an agreement to not continue pursuing any such action.

The aim of these actions was to harass plaintiff and to cause disruption to her business and personal life.

In order to compel Plaintiff to leave her home, defendants jointly engaged in a series of actions which were designed to make the plaintiff unhappy, cause her distress and force her to give up in an inappropriate war of attrition.

These acts were pursued even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

As a result of the relentless barrage of harassment by defendants jointly, plaintiff has suffered health problems and has incurred injury.

**WHEREFORE**, plaintiff demands:

- a. Compensatory Damages
- b. Punitive Damages
- c. Statutory Damages
- d. Restitution
- e. Attorney's fees and costs
- f. All other relief which this Court determines to be just and fair

**COUNT V**

**DELIBERATE INDIFFERENCE**

*(All Defendants)*

Plaintiff incorporates by reference all prior facts and allegations in this Complaint here as if set forth at length herein

The defendants' actions were intentional, and were designed to cause plaintiff distress.

The aim of these actions was to force plaintiff out of her home in breach of an agreement to not continue pursuing any such action.

The aim of these actions was to harass plaintiff and to cause disruption to her business and personal life.

In order to compel Plaintiff to leave her home, defendants jointly engaged in a series of actions which were designed to make the plaintiff unhappy, cause her distress and force her to give up in an inappropriate war of attrition.

Defendants pursued deceptive legal tactics in an effort to suppress Plaintiff's case. This

includes scheduling and participating in hearings without notifying the Plaintiff. It also includes proceeding with the dismissal of defendants, dismissal of a legal effort, gaining judgements based on erroneous information.

These acts were pursued even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

### **COUNT VI**

#### **DEFAMATION OF CHARACTER**

*(Stern & Eisenberg)*

The defendants pursued a foreclosure even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

Documents submitted to the Superior Court of New Jersey including erroneous, disparaging remarks about the Plaintiff's character. This is despite several relationships and accomplishments that demonstrate otherwise. See COURT [Proof Hearing Submission Exhibit B-49](#) p. 112-115.

### **COUNT VII**

#### **FALSE INDUCEMENT TO INACTION**

*(All Defendants)*

This Count is brought pursuant to the widely-recognized doctrine that a right of action to recover losses can be maintained, based upon wrongful or fraudulent inducement by a defendant of a plaintiff to maintain a status quo, in reliance on the Defendant, and not to change such position, resulting ultimately in a loss. That is exactly what happened here.

Such conduct violates a number of applicable tort law principles, as well as a massive wave of court decisions across the United States recognizing the existence of liability for falsely inducing investors and others not to act, to their detriment, among which principles are the following:

1. Restatement of Torts (Second), sec 525: "One who fraudulently makes a



misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or *to refrain from action* in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation."

2. Restatement of Torts (Second), sec 551(1): "One who fails to disclose to another a fact that he knows may justifiably induce the other to act *or refrain from acting* in a business transaction is subject to the same liability to the other as though he had represented the nonexistence of the matter that he has failed to disclose...."

3. Restatement of Torts (Second), sec 531: "One who makes a fraudulent misrepresentation is subject to liability to the persons or class of persons whom he intends or has reason to expect to act or *to refrain from action* in reliance upon the misrepresentation, for pecuniary loss suffered by them through their justifiable reliance in the type of transaction in which he intends or has reason to expect their conduct to be influenced."

The Defendants owed Plaintiff accurate, honest services in good faith. Defendants were obligated to provide Plaintiff with full disclosure and accurate records of her mortgage, financial answers and supporting information used to administer her mortgage, based on their role of providing financial services in compliance with Federal and State laws and regulations. Even at common law, any mortgage representative or other licensed professional has always been held to have fiduciary obligations, and to occupy a relationship of trust and confidence with his or her client or customer. Members of any profession are held to have fiduciary duties and are held to a higher minimum standard of conduct. Defendants breached all of these duties to Plaintiff. Furthermore, the Defendants took on a heightened duty by engaging in such activities by means of oral reassurances which from time to time Defendants and their agents communicated to Plaintiff, which induced or contributed to inducing Plaintiff to stay the course and not act. When a party takes on the duty to speak, they must do so accurately and fully. Defendants and its representatives actively took on this duty, but failed to disclose the truth to Claimant.

The Defendants clearly induced Plaintiff to maintain the status quo, and to delay or defer acting to protect themselves and otherwise avoid another refinance of the mortgage; to convince Plaintiff to continue payments on a fraudulent mortgage; and Defendants never informed Plaintiff of their true motivations for delaying the correction of fraudulent mortgage, continuing not to recast the mortgage, and of the damages posed to Plaintiff. Plaintiff was captured by the Defendants' actions.

As a proximate consequence of such breaches of duty and false inducements to inaction which were carried out by the Defendants, Claimant was caused damages. There are several examples throughout the case filings including but not limited to:

The defendants made commitments that caused the Plaintiff to avoid taking a mortgage with other companies. Then the defendants broke their commitments.

The defendants told the Plaintiff they would correct errors in the mortgage causing the Plaintiff to delay moving the mortgage. The corrections were never made.

The defendants told the Plaintiff they would fix problems causing the Plaintiff to tell the Federal Clearance authorities that a correction was coming but they foreclosed instead, causing the Plaintiff to lose her Federal clearance, contracts, financing and more.

The defendants told the Plaintiff they would not foreclose until the New Jersey Case Docket No. ESSX L – 004753-13 was resolved. They provided a fraudulent legal document and foreclosed without the Plaintiff's knowledge.

Each defendant provided verbal and/or written commitments that caused the Plaintiff to delay moving her mortgage and to delay legal action.

As a result of the defendants' actions, plaintiff has endured catastrophic personal and business financial losses, suffered severe health problems and has incurred massive injury.

**WHEREFORE**, on all counts plaintiff demands:

- g. Compensatory Damages
- h. Punitive Damages
- i. Statutory Damages
- j. Restitution
- k. Attorney's fees and costs
- l. All other relief which this Court determines to be just and fair

**DEMAND FOR TRIAL BY JURY**

Defendant herein demands a trial by jury and will not be satisfied with a jury of less than six.

Veronica A. Williams  
Plaintiff and Per Se Counsel

Dated: March 1, 2018

\_\_\_\_\_  
By: Veronica A. Williams

# Exhibit A

## DOCUMENTS SUBMITTED TO FEDERAL AGENCIES AND TO THE NEW JERSEY COURTS

***RATHER THAN PRINT OVER 4,000 PAGES THAT HAVE ALREADY BEEN SUBMITTED TO THE UNITED STATES DISTRICT COURT OF NEW JERSEY AND OTHER AGENCIES, THE COMPLETE FILE MAY BE DOWNLOADED AT <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.  
HYPERLINKS ARE PROVIDED FOR DOCUMENTS BELOW***

No. Pgs	Documents	Download
<b>Case L – 004753-13 &amp; F – 000839-13 Docs</b>		
<b>28+</b>	Remove to Federal Court	<a href="http://www.FinFix.org/Federal-Complaint-by-VW.pdf">www.FinFix.org/Federal-Complaint-by-VW.pdf</a>
<b>47</b>	Motion to Dismiss F – 000839-13	<a href="http://www.FinFix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf">www.FinFix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf</a>
<b>50</b>	Appeal NJ Supreme Court	<a href="http://www.FinFix.org/Appeal-NJS.pdf">www.FinFix.org/Appeal-NJS.pdf</a>
<b>Case F – 000839-13 Docs</b>		
<b>33</b>	Appeal F – 000839-13	<a href="http://www.fifix.org/Appeal-NJF.pdf">http://www.fifix.org/Appeal-NJF.pdf</a>
<b>Case L – 004753-13 Docs</b>		
<b>8</b>	Motion to Reinstate	<a href="http://www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf">www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf</a>
<b>59</b>	Appeal L – 004753-13	<a href="http://www.FinFix.org/Appeal-NJ.pdf">www.FinFix.org/Appeal-NJ.pdf</a>
<b>118</b>	Enclosures to Appeal	<a href="http://www.FinFix.org/Appeal-Encl-NJ.pdf">www.FinFix.org/Appeal-Encl-NJ.pdf</a>
<b>93</b>	Case Files	<a href="http://www.FinFix.org/CaseFiles-NJ.pdf">www.FinFix.org/CaseFiles-NJ.pdf</a>
<b>750</b>	Discovery	<a href="http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf">http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf</a>
<b>205</b>	Motion for Proof Hearing	<a href="http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf">http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf</a>
<b>15</b>	NJ Complaint ESSEX-L-004753-13	<a href="http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf">http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf</a>
<b>Case L-000081-11 Docs</b>		
<b>73</b>	NJ Complaint ESSEX L-000081-11	<a href="http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf">http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf</a>
<b>1,308</b>	<b>TOTAL</b>	
<b>PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.</b>		

Complaint ESSEX-L-004753-13	<a href="http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf">June 7, 2013</a>	<a href="#">15</a>	<a href="http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf">http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf</a>
Complaint ESSEX L-000081-11	<a href="http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf">July 28, 2011</a>	<a href="#">73</a>	<a href="http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf">http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf</a>

## **EXHIBIT B**

This filing includes documents submitted for this case including thumb drives submitted in many months including:

**August 2016**

**November 2016**

**May 2017**

**February 2018**

The Plaintiff can resubmit these documents if desired by the Court.

## EXHIBIT C

This defines the Plaintiff's choice of defendants, *again*. In addition to The [Hongkong and Shanghai Banking Corporation](#) (HSBC), who is reportedly paying legal expenses for all, the defendants include:

COMPANY KNOWN AS	NAME IN SOME SEC FILINGS or LEGAL NAME	TICKER SYMBOL	SEC CIK <sup>1</sup> Central Index Key	WEB SITE	FEDERAL EIN
Goldman Sachs	Goldman Sachs Group Inc.	NYSE: GS	<a href="#">0000886982</a>	<a href="http://www.goldmansachs.com">http://www.goldmansachs.com</a>	<a href="#">13-4019460</a>
Ocwen Loan	Ocwen Financial Corp	NYSE: OCN	<a href="#">0000873860</a>	<a href="http://www.ocwen.com/">http://www.ocwen.com/</a>	<a href="#">65-0039856</a>
Litton Loan	Residential Asset Funding ..	PRIVATE	<a href="#">0001132646</a>		
Fremont Investment & Loan	FREMONT HOME LOAN TRUST 2006-C CIK#: <a href="#">0001373810</a>		<a href="#">0001373810</a>	Managed by Wells Fargo Former address: 175 NORTH RIVERVIEW DRIVE ANAHEIM CA 92808 714-283-6500	<a href="#">54-2197930</a> <a href="#">54-2197931</a> <a href="#">54-2197932</a>
Stern & Eisenberg	Stern & Eisenberg, P.C.	PRIVATE	NA	<a href="http://sterneisenberg.com/">http://sterneisenberg.com/</a>	PA Entity No. <a href="#">4025879</a>
<a href="#">HSBC</a>	For longer list of HSBC entities view <a href="http://finfix.org/proof/ADDL/Dec-Submission-Cover-letter_12-26-16.doc">http://finfix.org/proof/ADDL/Dec-Submission-Cover-letter_12-26-16.doc</a>				
<a href="#">HSBC Bank USA NA</a>					<a href="#">20-1177241</a>
HSBC Bank USA NA	formerly: <a href="#">MARINE MIDLAND BANK/NY</a>		<a href="#">0000316905</a>		<a href="#">16-1057879</a>
HSBC Bank USA NA	formerly: <a href="#">REPUBLIC NATIONAL BANK OF NEW YORK</a>		<a href="#">0000315053</a>		<a href="#">13-2774727</a>
<a href="#">HSBC USA INC</a>	formerly HSBC Americas Inc. Formerly Marine Midland Banks Inc.		<a href="#">0000062348</a>		<a href="#">22-1093160</a>

**SOURCE:** [http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Objection-to-Injunction-on-5-23-17.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Objection-to-Injunction-on-5-23-17.pdf)

**USDOC#51** <http://finfix.org/proof/USDCNJ/USDC-Doc51.pdf>

<sup>1</sup> United States Securities and Exchange Commission Central Index Keys for registered Defendants

**BLUE TAB  
US COURT OF APPEALS FILING: RECAP**

THIS DOCUMENT MAY BE DOWNLOADED AT  
[http://finfix.org/USAppealsCt/Case\\_19-1032\\_Recap\\_1-22-19.docx](http://finfix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.docx)

**UNITED STATES COURT OF APPEALS  
THIRD DISTRICT**

<p>VERONICA A. WILLIAMS,</p> <p style="text-align: center;">Appellant, Pro Se</p> <p style="text-align: center;">v.</p> <p>LITTON MORTGAGE SERVICING LP  (PARENT OF LITTON LOAN SERVICING LP); HSBC BANK USA, N.A.; GOLDMAN SACHS GROUP; FREMONT HOME LOAN TRUST 2006-C MORTGAGE- BACKED CERTIFICATES, SERIES 2006-C; OCWEN FINANCIAL CORPORATION; STERN &amp; EISENBERG, PC; THE STATE OF NEW JERSEY</p> <p style="text-align: center;">Defendants</p>	<p style="text-align: center;">UNITED STATES COURT OF APPEALS</p> <p style="text-align: center;">Civ. No. 19-1032</p> <p style="text-align: center;"><b>RECAP OF CASE</b> <b>(THIS IS NOT A BRIEFING DOCUMENT)</b></p> <p><b>REFERRED BY:</b> U.S. District Court of NJ Case 2:16-cv-05301-ES-</p> <p><b>FOR PROBLEMS WITH:</b> NJ Case Docket No. F – 000839-13 NJ Case Docket No. ESSX L – 004753-13 NJ Case Docket No. ESSX L – 000081-11</p>
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**RECAP OF CASE**

**Systemic Financial & Legal Fraud Over 14 Years**

In order to present my case to the Court in a written document that provides a comprehensive and salient explanation within the time allowed, this Plaintiff shall assemble select documents filed with the U.S. District Court of New Jersey. The digital version is a much more efficient means of reading this document with improved comprehension. Links to digital copies of this document are provided in Adobe PDF and Microsoft WORD, named [Case\\_19-1032\\_Recap\\_1-22-19.pdf](#) and [Case\\_19-1032\\_Recap\\_1-22-19.docx](#), respectively. A link is provided at the top of this page. Here are two lists of the files that underlie this document:

APPEAL FILING NO. 118-4	Explains why this case should be heard in the Federal Courts. It also highlights how some of the evidence and witness testimony with reveal what happened, during a trial.
FILING NO. 99	Rebuts the defendants' filings while providing a high level, integrated explanation of the elements of this case.
FILINGS NO. 38, 41 & 57	References the foreclosure file that was made unavailable by the State of New Jersey for 8 years. This Plaintiff was denied knowledge of, or access, by the Defendants to most hearing for the 3 legal cases in which I was named. This included holding all foreclosure hearings without my knowledge.
AMENDED COMPLAINT	Includes torts claims that former attorney left out.



HIGH IMPACT DOCUMENTS FILED – USDCNJ Case 2:16 05301						
DESCRIPTION	FILING NO.	DATE	SUBMITTED	NO. PAGES	FILED	NO. PAGES
Appeal	<a href="#">118-4</a>	12/28/18	12/28/18	80	1/4/19	66
Refute Defendants with Comprehensive Review	<a href="#">99</a>	5/4/18	<a href="#">5/4/18</a>	121	5/4/18	119
Plaintiff Ready – Trial Preview	<a href="#">109</a>		<a href="#">9/26/18</a>	8	<a href="#">9/26/18</a>	9
Amended Complaint Filed	NA	3/1/18	<a href="#">3/1/18</a>	20	NA	NA
Mortgage Agreement Fraudulent	<a href="#">41</a>	4/24/17	<a href="#">4/24/17</a>	22	4/24/17	23
Additional Evidence of Fake Mortgage	<a href="#">57</a>	<a href="#">6/12/17</a>	<a href="#">6/12/17</a>	8	6/12/17	9
Foreclosure Case Files	<a href="#">38</a>	4/13/17	<a href="#">4/13/17</a>	87	4/17/17	87
Initial Complaint	<a href="#">1</a>	<a href="#">8/25/16</a>	<a href="#">8/25/16</a>	1,684	8/25/16	37
Click on blue hyperlinks to view documents. Appellant confirms that links are to duplicates of original documents.						

A case summary is provided in an article format, Attachment I, which makes it easy to gain a quick overview of this case.

### PRE-MEDITATION

A series of acts that took place between 1988 and 2011<sup>1</sup> show pre-meditation by two of the defendants and others. The underlying power that supported the premeditation dates back to the 1800s. The invocation of power is also presented in the original complaint filed. This Plaintiff can provide a verbal explanation but cannot provide a written explanation with sufficient clarity and details to meet the requirements of a Court of other public forums, within a reasonable amount of time. Financial professionals with sufficient investment banking expertise may understand how these acts combine to form pre-meditation that facilitated the excessive and heinous fraud and grand theft by these Defendants. A proper investigation and thorough analysis may likely show similar acts performed by other financial institutions and their allies (both witting and unwitting). Together, these acts appear to contribute to what I call *The Great Land Grab* that is one component responsible for the shrinking middle class over the past 40 years, 1971 to 2011<sup>2</sup>.

I look forward to presenting my case to a panel of Federal Appellate Judges. This has, indeed, been a long and arduous journey. Justice for this Plaintiff is the start of justice for tens of millions of U.S. property owners.

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

January 11, 2019

<sup>1</sup> U.S. District Court NJ Case 2:16-05301, Initial Complaint filed August 2016, See page 326; or [Click Here](#) see p. 364

<sup>2</sup> ["The American middle class is stable in size but losing ground financially..."](#) Pew Research Center, Sept. 6, 2018

## ATTACHMENT I

**TITLE—TBD****How Bank and Legal Fraud Drove an Entrepreneur to Financial & Physical Devastation**

HSBC, Goldman Sachs, Litton Loan, Fremont and others continue to push a fraudulent mortgage that quadrupled the principal and nearly doubled the interest rate of the mortgage that I had signed. After an investment of more than \$1.3M over 36 years, these firms decimated my primary lifetime investment – my business; are paying to steal my second lifetime investment – my home; drained my retirement in the process; while perpetrating fraudulent and illegal acts that threatened my life.

Forty years of hard work was beginning to culminate into my life dream. My firm had amassed the intellectual property and other assets to help others. Longevity was ensured by multiple streams of recurring revenue including multi-year, multi-million dollar contracts. I owned lifetime memberships to help me remain healthy and happy. I had moved my firm's headquarters to the Nation's Capital to build upon the Federal Supply Schedules that we had been awarded, and I devoted my personal time to caring for my father. His wife was admirably devoted but they each needed help. I had engaged staff in DC and retained a slim staff in NJ. My personal and business life was running smoothly as I carried two offices and two homes. Suddenly, the most notorious mortgage processing company bought the mortgage on my home.

At the time it was well known and widely published that Litton Loan and Countywide Mortgage were the worst firms for administering mortgages. My time was quite limited. I quickly established evidence that Litton Loan received my payments but failed to record them. I was faced with a critical decision. Would I spend considerable time and money fighting Litton Loan against fraud that they defended with a well-funded vengeance, or did I just move my mortgage out of their control? The second option would cost me about 8 months of

income, primarily because my payments would become mostly interest rather than mostly principal. I could pay off the mortgage completely in 2 – 3 years; the extra expense would be fully tax deductible. The decision was a no-brainer. So I decided to move my mortgage to another company.



Then my nightmare exploded. I had narrowed my choice to two firms. One was a major bank that had demonstrated their proclivity for transactional errors in their favor. The other was a firm, the offshoot of a fellow Rotarian's business, and the mortgage branch manager was referred by a trusted friend and colleague. Little did we know that Fremont was under investigation by the Federal Deposit Insurance Corporation (FDIC) for apparently committing financial fraud. When the branch manager failed to send my copy of the fully executed

agreement, I contacted Fremont's California headquarters. I also received an invoice with a payment amount that was at least twice the amount that our agreement supported. Fremont's headquarters representative faxed me a copy of the contract to which we had agreed but it did not have figures or signatures! I immediately stopped paying and reiterated that I would only accept the rate, terms and conditions to which we agreed. My Fremont headquarters contacts excitedly promised to send me the properly executed agreement.

Shortly thereafter, to my surprise and chagrin, Fremont was out of business and the notorious Litton Loan owned my mortgage again! I explained the Fremont problem and made it clear that I had not received a fully executed mortgage agreement. Based on the payment amount, there was a major discrepancy between what Fremont and I agreed to and their calculation. Representatives at Litton Loan told me they were now owned by Goldman Sachs and all errors would be corrected. They promised, repeatedly, to fix everything with a modification. Litton Loan even sent me a written commitment. But Litton Loan lied, again. Within weeks after Litton Loan sent me their written confirmation, and they received and accepted my modification payments, Litton Loan foreclosed (2009).

I hired a lawyer to delay the foreclosure so that I could appear in court and explain what I hoped were only administrative errors by analysts and processors at Litton Loan and Fremont. I drove hours but was unable to make it to Court in time. The Judge foreclosed despite my pleas through the lawyer. After I spoke with Litton Loan employees about errors in the mortgage, I was told that Litton Loan withdrew the foreclosure. So I began to work with Litton Loan representatives to structure a modification that was fair and accurate. To no avail.



It was on. These firms had committed crimes that were punishable by Federal prison time and I was *not* going to roll over

and take it. I filed suit in NJ Superior Court. I hoped that once Litton Loan and Goldman Sachs legal executives knew that I was on to them, they would resolve the problem. I still had time to reverse the damages that were beginning to pile up. Little did I know the extent and magnitude of the fraud that these firms had perpetrated. I would also learn that the stress of having to fight multiple law firms would take a toll on my health.

I tried to work with Litton Loan again and quickly learned that Litton Loan, despite now owned by Goldman Sachs, was lying again. While preparing my legal complaint, I visited New Jersey's Essex County Hall of Records. I found that a Fremont mortgage on my property had not been filed, as required, with the State of New Jersey. Despite many requests to the State of New Jersey and the Defendants' attorneys, starting in 2009, the foreclosure complaint and the fraudulent mortgage was withheld from me until 2017! That's right, it would be another seven years before I was able to get my hands on the fraudulent mortgage that someone eventually placed in the County records.

**NJ withheld the fake mortgage  
*beyond the statute of limitations.***

The NJ Superior Court scheduled a hearing shortly before I was scheduled to have major surgery. I was there and ready (Sept. 2010). Neither Litton Loan nor Goldman Sachs showed up. Since my recovery time was greater than the Court waiting period, I withdrew my complaint and decided to re-file it after I recovered. The same Judge would hear my case.

My recovery took longer than expected so I retained a law firm to represent me. They filed a new legal complaint in NJ Court. I was then attacked by the full force and vengeance of HSBC, Goldman Sachs, Litton Loan, Stern & Eisenberg and subsequently Ocwen! HSBC paid a top 50 U.S. law firm to defend all firms

involved and tried to force me to give in. I would learn that I was facing a whirlwind of heightened financial fraud and legal fraud. Upon further investigation, I learned that the scope of the financial and legal fraud was much more far reaching and an order of magnitude greater than what these firms had done to me. Billions of dollars was at stake, and an inconceivable number of homeowners had lost their properties, and more were facing the loss of their properties. Most, if not all, of them probably had no idea of what had been done. I knew what these banks and their allies had done. I would not back down. I stood firm. Through stress-induced, life threatening illness I pressed on.

**Litton Loan lied.**

**Fremont lied.**

**Their attorneys lied.**

**While HSBC, Goldman Sachs,  
the State of NJ, Ocwen and  
others supported them!**

More lies, legal deceit and new fraudulent acts ensued in rapid succession. The Defendants' attorney and my attorney failed to schedule my mediation (July 2014). These attorneys told me they rescheduled my Nov. 2014 Court hearing (Sept 2014). Behind my back, the Defendants were awarded a foreclosure. My attorneys resigned. The Defendants failed to show up at the Court hearing (Nov. 2014). Less than two months later, I was barred from a Court hearing on my case that I was litigating per se!

## **AFTER 14 YEARS, I STILL AWAIT JUSTICE THROUGH US COURTS**

After repeatedly being denied due process by the State of New Jersey, I filed a complaint with the U.S. District Court of New Jersey. I did not clearly present the legal reasons why my case should be heard. So I have asked the U.S. District Court and the NJ Judiciary to support removing my case to Federal Court by:

- Filing an appeal with the US District Court of New Jersey
- Asking the NJ Superior Court, NJ Appellate Court and NJ Supreme Court for their support

I am still awaiting my constitutional right to seek resolution with the oversight of Federal or State Courts or, if necessary, present my case in front of a jury of my peers.

Veronica A. Williams  
[www.VeronicaWilliams.com](http://www.VeronicaWilliams.com)

**UNITED STATES COURT OF APPEALS  
THIRD DISTRICT**

<p>VERONICA A. WILLIAMS,</p> <p align="center">Appellant, Pro Se</p> <p align="center">v.</p> <p>LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS GROUP; FREMONT HOME LOAN TRUST 2006-C MORTGAGE- BACKED CERTIFICATES , SERIES 2006-C; OCWEN FINANCIAL CORPORATION; STERN &amp; EISENBERG, PC; THE STATE OF NEW JERSEY</p> <p align="center">Defendants</p>	<p align="center">UNITED STATES COURT OF APPEALS</p> <p align="center">Civ. No. 19-1032</p> <p align="center"><b>RECAP OF CASE</b></p> <p><b>REFERRED BY:</b> U.S. District Court of NJ Case 2:16-cv-05301-ES-</p> <p><b>FOR PROBLEMS WITH:</b> NJ Case Docket No. F – 000839-13 NJ Case Docket No. ESSX L – 004753-13 NJ Case Docket No. ESSX L – 000081-11</p>
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**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 11<sup>th</sup> day of January 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

<p><b>Via Email</b> Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 <a href="mailto:siseiden@duanemorris.com">siseiden@duanemorris.com</a></p>	<p><b>Via Email</b> Evan Barenbaum, Esq Attorney for Stern &amp; Eisenberg</p> <p>Director of Litigation Stern &amp; Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 <a href="mailto:ebarenbaum@sterneisenberg.com">ebarenbaum@sterneisenberg.com</a></p>	<p><b>Via U.S. Mail</b> Attorney General for the State of NJ</p> <p>Mr. Gurbir S. Grewal Attorney General Office of The Attorney General The State of New Jersey Richard J. Hughes Justice Complex (HJC) 25 Market Street 8th Floor, West Wing Trenton, NJ 08625-0080</p>
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Respectfully submitted,

Veronica A. Williams  
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/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

January 11, 2019

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