

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

VERONICA A. WILLIAMS,

Plaintiff,
v.

LITTON LOAN SERVICING, et al.,

Defendants.

Civil Action Number:

2:16-cv-05301-ES-JAD

**DEFENDANT STERN & EISENBERG, P.C.'S MOTION FOR PLAINTIFF TO
LODGE AND SERVE EXHIBITS TO COMPLAINT**

Defendant Stern & Eisenberg, P.C. files this Motion for Plaintiff to Lodge and Serve Exhibits to Complaint and in support thereof avers, as follows:

1. Plaintiff Veronica A. Williams commenced this action on August 25, 2016 against the law firm of Stern & Eisenberg, P.C. ("**S&E**"), as well as Litton Loan Servicing, HSBC Bank USA, N.A., Goldman Sachs, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, and Ocwen.

2. The gravamen of Plaintiff's six-count Complaint is that Defendants engaged in wrongful conduct in connection with the judgment in foreclosure awarded to Defendant HSBC Bank USA, N.A., Goldman Sachs, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C in the matter of *HSBC Bank USA, N.A., Goldman Sachs, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C v. Veronica Williams*, NJ Super. Essex Cty., Chancery Div., No. F-000839-13. See Final Judgment in the matter of *HSBC Bank USA, N.A., Goldman Sachs, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C v.*

Veronica Williams, NJ Super. Essex Cty., Chancery Div., No. F-000839-13, attached hereto and incorporated as Exhibit “1”.

3. S&E was served with a Summons and Complaint on November 4, 2016. Although the Complaint references ten (10) exhibits, identified as Exhibits “A” through “J” (the “*Exhibits*”), no exhibits were appended to the Complaint and/or included in the service package.¹

4. The filing of the above action is recorded in the United States District Court Case Management, Electronic Case Management system (“*Pacer*”). *See* Pacer Docket, attached hereto and incorporated as Exhibit “2”.

5. Pacer indicates that the Complaint was filed on August 25, 2016, and assigned as Document #1. *Id.* That Pacer entry contains an express notation that the Complaint was filed “w/voluminous exhibits, see Court file”. *Id.*

6. Although the subsequent September 20, 2016 Pacer Docket #2 entry suggests that the “Exhibit to 1 Complaint” was filed, that entry is inaccurate. Document #2 is Plaintiff’s corrective filing of only the signed Complaint, which was originally filed absent her signature. *See* Document #2, attached hereto and incorporated as Exhibit “3”.

7. Absent the Exhibits to the Complaint, S&E is prejudiced and cannot reasonably respond to the Complaint. Indeed, exhibits are considered part of the pleading itself. F.R.C.P. 10(c).

¹ Counsel for the remaining defendants confirmed that neither he nor his clients were served with the Exhibits to the Complaint.

8. S&E has been in contact with the Chambers of The Honorable Esther Salas, as well as the Supervisor-in-Court- Activities, Eric Underwood, in its continuing efforts to obtain copies of the Exhibits, but S&E has been told that the Exhibits are not available.

9. S&E has requested, and has been granted, extensions of time to respond to the Complaint on the grounds that it is prejudiced and cannot reasonably do so absent the Exhibits. *See* Pacer Docket entry #'s 9, 11, 13, 14.

10. Plaintiff has been served with copies of S&E's requests for extensions of time to respond to the Complaint based on the absence of the Exhibits, but she has not responsibly lodged copies of the Exhibits with the Clerk of Court, or served S&E with copies of the Exhibits.

WHEREFORE, Defendant Stern & Eisenberg, P.C. requests that this Honorable Court enter an order in the form proposed.

STERN & EISENBERG, PC

/s/Evan Barenbaum

Evan Barenbaum, Esquire
1581 MAIN STREET, SUITE 200
WARRINGTON, PA 18976
Telephone: (267) 620-2130
Facsimile: (215) 572-5025
ebarenbaum@sterneisenberg.com

EXHIBIT “1”

STEVEN K. EISENBERG, ESQUIRE 009221995
JACQUELINE F. MCNALLY, ESQUIRE 02042005
DAVID M. LAMBROPOULOS, ESQUIRE 040322006
MICHELLE H. BADOLATO, ESQUIRE 002682001
OLIVER AYON, ESQUIRE 047532011
MICHAEL J. REILLY, ESQUIRE 042522012
MICHAEL I. GOUDA, ESQUIRE 001052012
LUCAS M. ANDERSON, ESQUIRE 014342011
JOHN M. KOLESNIK, ESQUIRE 012412010
JUSTIN M. STRAUSSER, ESQUIRE - 090692014
STERN & EISENBERG, PC
1040 N. KINGS HIGHWAY, SUITE 407
CHERRY HILL, NEW JERSEY 08034
TELEPHONE: (609) 397-9200
FACSIMILE: (856) 667-1456
ATTORNEYS FOR PLAINTIFF

HSBC Bank USA, National Association, as Trustee for
Fremont Home Loan Trust 2006-C, Mortgage-Backed
Certificates, Series 2006-C

Plaintiff

v.

Veronica Williams, et al.

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
ESSEX COUNTY

DOCKET NO. F-000839-13

CIVIL ACTION

FINAL JUDGMENT

THIS MATTER having been opened to the Court by Stern & Eisenberg, PC, attorneys for the Plaintiff, and it appearing that the Summons and Complaint with any amendments thereto were duly issued and served upon the Defendant(s) herein, and each of them if necessary, and that the defaults of said Defendant(s) has/have been duly entered by the Clerk of the Court, except for Defendant(s), Veronica Williams, who filed a contesting Answer, which was stricken by Court Order dated February 6, 2014 and default was entered against Defendant(s), Mr. Williams, Unknown Spouse of Veronica Williams & Woodbridge Internal Med. Assoc., as a result of said request and that none of said Defendant(s) is an infant or an incompetent person;

AND IT FURTHER APPEARING from the Certification filed by the Plaintiff herein that there is presently due and owing to the Plaintiff, as and for principal, interest, taxes and other expenses on the Note and Mortgage mentioned in the Complaint filed herein, the sum of \$485,083.94 as of August 7, 2014;

IT IS, on this 27th day of October, 2014, ORDERED and ADJUDGED that the Plaintiff is entitled to have the sum of \$485,083.94, together with lawful interest from August 7, 2014 and thereafter, with costs of suit to be taxed according to law, including a counsel fee in the sum of \$ 5,000.84 computed pursuant to R.R. 4:42-9(a) raised and paid out of the mortgaged premises described in the Complaint;

AND IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff is entitled to have the aforesaid mortgage debt, together with interest and cost as aforesaid raised and paid out of the mortgaged premises described in the Complaint;

AND IT IS FURTHER ORDERED and ADJUDGED that the Plaintiff its assignee or purchaser at Sheriff's Sale, duly recover against the said Defendant(s) the possession of the premises mentioned and described in the said Complaint with the appurtenances and that a Writ of Possession issue thereon;

AND IT IS FURTHER ORDERED and ADJUDGED that the mortgaged premises be sold to raise and satisfy the several sums of money due to the Plaintiff herein the sum of \$485,083.94 from August 7, 2014 and thereafter, with the costs to be taxed, with lawful interest thereon;

AND IT IS FURTHER ORDERED and ADJUDGED that so much of said mortgaged premises as will be sufficient to satisfy said mortgage debt, interest and costs, be sold and that an Execution for that purpose duly issue out of this Court, directed to the Sheriff of the County of

Essex commanding him to make sale according to law of the mortgaged premises described in the Complaint, and out of the monies arising from such sale that he pay to the Plaintiff herein its said debt with interest thereon as aforesaid, and costs with interest thereon as aforesaid; and in case more money shall be realized by the said sale than shall be sufficient to answer such several payments, that such surplus be brought into this Court to abide the further Order of this Court, and that the Sheriff make his report of sale without delay as required by the Rules of this Court;

AND IT IS FURTHER ORDERED and ADJUDGED that the Defendant(s), and each of them, stand absolutely debarred and foreclosed of and from any and all equity of redemption of, in and to so much of the said mortgaged premises as shall be sold, as aforesaid, under this Judgment.

This Judgment shall not affect the rights of any person protected by The New Jersey Tenant Anti-Eviction Act (N.J.S.A. 2A:18-61-1 et seq.), the right of redemption given the United States under 28 U.S.C. 2410, the limited priority rights for the aggregate customary condominium assessment for the six (6) month period prior to the recording of any association lien as allowed by N.J.S.A. 38:23C-4.



PAUL INNES, P.J.Ch

Respectfully Recommended
R. 1:34-6 OFFICE OF FORECLOSURE

EXHIBIT “2”

**U.S. District Court
District of New Jersey [LIVE] (Newark)
CIVIL DOCKET FOR CASE #: 2:16-cv-05301-ES-JAD**

WILLIAMS v. LITTON LOAN SERVICING et al
Assigned to: Judge Esther Salas
Referred to: Magistrate Judge Joseph A. Dickson
Cause: 15:1692 Fair Debt Collection Act

Date Filed: 08/25/2016
Jury Demand: Plaintiff
Nature of Suit: 480 Consumer Credit
Jurisdiction: Federal Question

Plaintiff

VERONICA A. WILLIAMS

represented by **VERONICA A. WILLIAMS**
P.O. BOX 978
SOUTH ORANGE, NJ 07079-0978
202-486-4565
PRO SE

V.

Defendant

LITTON LOAN SERVICING

represented by **STUART I. SEIDEN**
DUANE MORRIS LLP
30 South 17 Street
PHILADELPHIA, PA 19103
215-979-1141
Email: siseiden@duanemorris.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

HSBC BANK USA, N.A.

represented by **STUART I. SEIDEN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

GOLDMAN SACHS

represented by **STUART I. SEIDEN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

**FREMONT HOME LOAN TRUST
2006-C MORTGAGE-BACKED
CERTIFICATES, SERIES 2006-C**

represented by **STUART I. SEIDEN**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**OCWEN**

represented by **STUART I. SEIDEN**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**STERN & EISENBERG, PC, LLC**

represented by **EVAN B. BARENBAUM**
 Stern & Eisenberg, PC
 The Pavilion
 261 Old York Road
 Suite 410
 Jenkintown, PA 19046
 267-620-2130
 Fax: 215-572-5025
 Email:
 ebarenbaum@sterneisenberg.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**OCWEN FINANCIAL
CORPORATION**

represented by **STUART I. SEIDEN**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
08/25/2016	<u>1</u>	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)
08/30/2016		CLERK'S QUALITY CONTROL MESSAGE - The <u>1</u> COMPLAINT submitted by Veronica A. Williams on 8/25/2016 did not contain a signature. PLEASE SUBMIT THE SIGNATURE PAGE SIGNED to the Court for summons to be issued. This submission will remain on the docket unless otherwise ordered by the court. (seb) (Entered: 08/30/2016)
09/20/2016	<u>2</u>	Exhibit to <u>1</u> Complaint, by VERONICA A. WILLIAMS. (Clerk's Note: document submitted by plaintiff w/signature as per Court's QC message of 8/30/16) (sr,) (Entered: 09/22/2016)
10/03/2016	<u>3</u>	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, OCWEN,

		OCWEN FINANCIAL CORPORATION, STERN & EISENBERG, PC, LLC Attached is the official court Summons, please fill out Defendant and Plaintiffs attorney information and serve. Issued By *SHEREE RAIMO* (mailed to plaintiff) (sr,) (Entered: 10/03/2016)
11/08/2016	4	NOTICE of Appearance by EVAN B. BARENBAUM on behalf of STERN & EISENBERG, PC, LLC (BARENBAUM, EVAN) (Entered: 11/08/2016)
11/08/2016	5	Corporate Disclosure Statement by STERN & EISENBERG, PC, LLC. (BARENBAUM, EVAN) (Entered: 11/08/2016)
11/10/2016	6	Application and Proposed Order for Clerk's Order to extend time to answer as to Complaint.. (BARENBAUM, EVAN) (Entered: 11/10/2016)
11/14/2016		Clerk`s Text Order - The document 6 Application for Clerk's Order to Ext Answer/Proposed Order submitted by STERN & EISENBERG, PC, LLC has been GRANTED. The answer due date has been set for 12/9/16. (sr,) (Entered: 11/14/2016)
12/02/2016	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, OCWEN, OCWEN FINANCIAL CORPORATION (SEIDEN, STUART) (Entered: 12/02/2016)
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, OCWEN, OCWEN FINANCIAL CORPORATION. (SEIDEN, STUART) (Entered: 12/02/2016)
12/05/2016		Clerk`s Text Order - The document 8 Clerk's Application for Extension of Time filed by OCWEN, FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, HSBC BANK USA, N.A., GOLDMAN SACHS, LITTON LOAN SERVICING, OCWEN FINANCIAL CORPORATION submitted by OCWEN, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN FINANCIAL CORPORATION, GOLDMAN SACHS, FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C has been GRANTED. The answer due date has been set for 12/20/16. (sr,) (Entered: 12/05/2016)
12/07/2016	9	Second MOTION for Extension of Time to File Answer to <i>Complaint</i> by STERN & EISENBERG, PC, LLC. (BARENBAUM, EVAN) (Entered: 12/07/2016)
12/07/2016	10	CERTIFICATE OF SERVICE by STERN & EISENBERG, PC, LLC to <i>Application for Second Extension of Time to Answer Complaint</i> (BARENBAUM, EVAN) (Entered: 12/07/2016)
12/08/2016	11	ORDER granting Stern & Eisenberg's extension of time to respond to the Complaint until 12/23/16. Signed by Judge Esther Salas on 12/7/16. (sr,) (Entered: 12/08/2016)

12/08/2016		Answer Due Deadline Update - RE: 11 Order as to deft, STERN & EISENBERG, PC, LLC. The answer due date has been set for 12/23/16. (sr,) (Entered: 12/08/2016)
12/14/2016	12	Third MOTION for Extension of Time to File Answer re 1 Complaint, by STERN & EISENBERG, PC, LLC. (Attachments: # 1 Text of Proposed Order, # 2 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/14/2016)
12/15/2016	13	Letter from Evan Barenbaum requesting Extension of Time. (Attachments: # 1 Text of Proposed Order, # 2 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/15/2016)
12/15/2016		Set/Reset Deadlines as to 12 Third MOTION for Extension of Time to File Answer re 1 Complaint, . Motion set for 1/17/2017 before Judge Esther Salas. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (sr,) (Entered: 12/15/2016)
12/16/2016	14	ORDER granting 12 Motion for Extension of Time to Answer. Defendant Stern & Eisenberg, PC shall respond to the Complaint by 1/22/17. Signed by Judge Esther Salas on 12/16/16. (sr,) (Entered: 12/19/2016)
12/19/2016		Answer Due Deadline Update - RE: 14 Order on Motion for Extension of Time to Answer as to deft, STERN & EISENBERG, PC, LLC. The answer due date has been set for 1/22/17. (sr,) (Entered: 12/19/2016)

PACER Service Center			
Transaction Receipt			
12/20/2016 12:04:28			
PACER Login:	ss0231:2639456:0	Client Code:	
Description:	Docket Report	Search Criteria:	2:16-cv-05301-ES-JAD Start date: 1/1/1970 End date: 12/20/2016
Billable Pages:	3	Cost:	0.30

EXHIBIT “3”

From the desk of Veronica Williams

September 4, 2016

Clerk, US District Court
Martin Luther King Jr. Federal Building
& U.S. Courthouse
50 Walnut Street
Newark, NJ 07101
973-645-3730

Subject: CASE NO. 2:16-cv-05301-ES-JAD

RE: Signed Documents
Notice Sent to NJ Court & Attorneys

In response to your request, attached, I have reprinted and signed the documents that were submitted without my signature on Aug. 25th. I have also attached a list of documents submitted in my initial filing

Finally, I have included a copy of a Notice to stop foreclosure proceedings sent to NJ Courts and Attorneys.

Thank you,



Veronica Williams

Attachment & Enclosure

2016 SEP 20 P 3:11
U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
RECEIVED

U.S. District Court

District of New Jersey [LIVE]

U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
RECEIVED

2016 SEP 20 P 3:11

Notice of Electronic Filing

The following transaction was entered on 8/30/2016 at 4:52 PM EDT and filed on 8/25/2016

Case Name: WILLIAMS v. LITTON LOAN SERVICING et al

Case Number: 2:16-cv-05301-ES-JAD

Filer: VERONICA A. WILLIAMS

Document Number: 1

Docket Text:

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)

2:16-cv-05301-ES-JAD Notice has been electronically mailed to:

2:16-cv-05301-ES-JAD Notice will not be electronically mailed to::

VERONICA A. WILLIAMS
P.O. BOX 978
SOUTH ORANGE, NJ 07079-0978

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP deccfStamp_ID=1046708974 [Date=8/30/2016] [FileNumber=9541542-0] [645c35141934b96cea2af4c691d78849e98727c025d2cc5dfc0f71069e51d012d381ce2ee34328492b61317a359faeb651bb824097841ae6ee6fedc4fdbe295b]]

2:16-cv-05301-ES-JAD WILLIAMS v. LITTON LOAN SERVICING et al

U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 8/30/2016 at 5:00 PM EDT and filed on 8/30/2016

Case Name: WILLIAMS v. LITTON LOAN SERVICING et al

Case Number: 2:16-cv-05301-ES-JAD

Filer:

Document Number: No document attached

Docket Text:

CLERK'S QUALITY CONTROL MESSAGE - The [1] COMPLAINT submitted by Veronica A. Williams on 8/25/2016 did not contain a signature. PLEASE SUBMIT THE SIGNATURE PAGE SIGNED to the Court for summons to be issued. This submission will remain on the docket unless otherwise ordered by the court. (seb)

2:16-cv-05301-ES-JAD Notice has been electronically mailed to:

2:16-cv-05301-ES-JAD Notice will not be electronically mailed to::

VERONICA A. WILLIAMS
P.O. BOX 978
SOUTH ORANGE, NJ 07079-0978

**Download this document at
<http://www.finfix.org/COURT List-of-Filings.docx>**

Documents Submitted to Federal Agencies and NJ Courts

Doc. No.	No. Pgs	Documents	Download
		Case L – 004753-13 & F – 000839-13 Docs	
1	50	Remove to Federal Court	www.FinFix.org/Federal-Complaint-by-VW.pdf
2	47	Motion to Dismiss F – 000839-13	http://www.finfix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf
3	50	Appeal NJ Supreme Court	www.FinFix.org/Appeal-NJS.pdf
4	9	Submission to DOJ May 29, 2015	http://www.finfix.org/COURT_US-AG_HELP_UPD_5-26-15.pdf
5	2	Request to DOJ April 8, 2015	http://www.finfix.org/COURT_US-AG_HELP_4-5-15_Redacted.pdf
		Case F – 000839-13 Docs	
6	33	Appeal F – 000839-13	http://www.finfix.org/Appeal-NJF.pdf
		Case L – 004753-13 Docs	
7	8	Motion to Reinstate	www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf
8	59	Appeal L – 004753-13	www.FinFix.org/Appeal-NJ.pdf
9	118	Enclosures to Appeal	www.FinFix.org/Appeal-Encl-NJ.pdf
10	105	Motion to Amend Complaint	http://www.finfix.org/COURT_Motion-to-Amend-Complaint_Feb-2016.pdf
11	93	Case Files	www.FinFix.org/CaseFiles-NJ.pdf
12	750	Discovery (included in #4)	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
13	205	Motion for Proof Hearing	http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
14	15	NJ Complaint ESSEX-L-004753-13	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
		Case L-000081-11 Docs	
15	73	NJ Complaint ESSEX L-000081-11	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
	1,493	TOTAL	
PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.			

PLEASE NOTE THAT THE HYPERLINKS FOR ITEMS #12 & 13 HAVE BEEN REVERSED.

16	<u>15</u>	Complaint ESSEX-L-004753-13	<u>June 7, 2013</u>	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
15	<u>73</u>	Complaint ESSEX L-000081-11 (included in #10)	<u>July 28, 2011</u>	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf

Download this document at
<http://www.finfix.org/COURT List-of-Filings.docx>

Documents Submitted to Federal Agencies and NJ Courts

Doc. No.	No. Pgs	Documents	Download
		Case L – 004753-13 & F – 000839-13 Docs	
1	50	Remove to Federal Court	www.FinFix.org/Federal-Complaint-by-VW.pdf
2	47	Motion to Dismiss F – 000839-13	http://www.finfix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf
3	50	Appeal NJ Supreme Court	www.FinFix.org/Appeal-NJS.pdf
4	9	Submission to DOJ May 29, 2015	http://www.finfix.org/COURT_US-AG_HELP_UPD_5-26-15.pdf
5	2	Request to DOJ April 8, 2015	http://www.finfix.org/COURT_US-AG_HELP_4-5-15_Redacted.pdf
		Case F – 000839-13 Docs	
6	33	Appeal F – 000839-13	http://www.finfix.org/Appeal-NJF.pdf
		Case L – 004753-13 Docs	
7	8	Motion to Reinstate	www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf
8	59	Appeal L – 004753-13	www.FinFix.org/Appeal-NJ.pdf
9	118	Enclosures to Appeal	www.FinFix.org/Appeal-Encl-NJ.pdf
10	105	Motion to Amend Complaint	http://www.finfix.org/COURT_Motion-to-Amend-Complaint_Feb-2016.pdf
11	93	Case Files	www.FinFix.org/CaseFiles-NJ.pdf
12	750	Discovery (included in #4)	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
13	205	Motion for Proof Hearing	http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
14	15	NJ Complaint ESSEX-L-004753-13	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
		Case L-000081-11 Docs	
15	73	NJ Complaint ESSEX L-000081-11	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
	1,493	TOTAL	
PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.			

PLEASE NOTE THAT THE HYPERLINKS FOR ITEMS #12 & 13 HAVE BEEN REVERSED.


16	<u>15</u>	Complaint ESSEX-L-004753-13	<u>June 7, 2013</u>	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
15	<u>73</u>	Complaint ESSEX L-000081-11 (included in #10)	<u>July 28, 2011</u>	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
 Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

September 3, 2016

Download this letter at
www.FinFix.org/Notice_NJ-Courts-Stop-Foreclosure.pdf

NJ Courts	Attorneys
Supreme Court of New Jersey Clerk Appellate Division Clerk's Office P.O. Box 970 Trenton, NJ 08625 Certified Mail No. 7014 2120 0004 0860 5769	Mr. John J. Soroko Chairman Duane Morris LLP 30 S. 17 th St. , Floor 5 Philadelphia, PA 19103-4196 Certified Mail No. 7014 2120 0004 0860 5790
Superior Court of New Jersey Clerk Essex County Veterans Courthouse Civil Central Processing Unit – Room 131 50 West Market Street Newark, NJ 07102 Certified Mail No. 7014 2120 0004 0860 5776	Mr. David M. Lambropoulos Stern & Eisenberg, PC 1040 N. Kings Highway, Suite 407 Cherry Hill, NJ 08034-1925 Certified Mail No. 7014 2120 0004 0860 5806
Office of The Attorney General RJ Hughes Justice Complex 25 Market Street, Box 080 Trenton, NJ 08625-0080 Certified Mail No. 7014 2120 0004 0860 5783	

SUBJECT: NJ Cases Removed to Federal Court – Stop Foreclosure Proceedings Immediately
 NJ CASES: DOCKET No. ESSEX-L-004753-13 and Docket No. ESSEX-F – 000839-13
 US DEPT OF JUSTICE INVESTIGATION NO.: 3017165

To The NJ Courts and Attorneys for HSBC, Goldman Sachs, et. al.

The civil and foreclosure cases have been removed to the United States Federal Court. **All further actions, including the foreclosure and acquisition of my home, should be stopped immediately.**

Sincerely,

Veronica Williams

Veronica Williams
 Plaintiff & Owner of 541 Scotland Road since 1983

attachment

cc: Office of the Attorney General of the United States, Investigation No. 3017165
 Federal Mortgage Working Group
 Judge Stephanie Ann Mitterhorf via facsimile
 Judge Randal Chioccia via facsimile
 Former Judge Harriett Farber Klein via email
 Stuart Seiden, Duane Morris, Associate via email

ATTACHMENT I

United States Federal Court – Third District Takes Case

To Download This Notice www.FinFix.org/Federal-Notice-Williams-vs-BigBanks_Case-Filed.pdf

CM/ECF LIVE - U.S. District Court for the District of New Jersey

Page 1 of 1

Complaints and Other Initiating Documents (Do not use in 33-1,33-2606)

2:16-cv-05301-ES-JAD WILLIAMS v. LITTON LOAN SERVICING et al

U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 8/30/2016 at 4:52 PM EDT and filed on 8/25/2016

Case Name: WILLIAMS v. LITTON LOAN SERVICING et al

Case Number: 2:16-cv-05301-ES-JAD

Filer: VERONICA A. WILLIAMS

Document Number: 1

Docket Text:

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)

2:16-cv-05301-ES-JAD Notice has been electronically mailed to:

2:16-cv-05301-ES-JAD Notice will not be electronically mailed to::

VERONICA A. WILLIAMS
P.O. BOX 978
SOUTH ORANGE, NJ 07079-0978

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP deccfStamp_ID=1046708974 [Date=8/30/2016] [FileNumber=9541542-0] [645c35141934b96cea2af4c691d78849e98727e025d2cc5dfc0f71069e51d012d381ce2ee34328492b61317a359faeb651bb824097841ae6ee6fedc4fdbe295b]]

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

August 15, 2016

Download this submission at
<http://www.fifix.org/Federal-Complaint-by-VW.pdf>

Clerk, US District Court
Martin Luther King Jr. Federal Building
& U.S. Courthouse
50 Walnut Street
Newark, NJ 07101
973-645-3730

Subject: Request to Remove 2 NJ Cases to Federal Court:
DOCKET No. ESSEX-L-004753-13 & Docket No. ESSEX-F – 000839-13

To The United States Federal Court,

I am appealing both cases listed above and requesting a jury trial as soon as possible. My complaint to the Federal Court is enclosed. Given the sequence of events with this case in the NJ Court System, the Federal Court should consider more than just granting my constitutional right to a trial. Improperities by the NJ Superior Court appear to be widespread, warranting an investigation. For a consolidated, updated complaint see Enclosure 1.

NJ COURTS DELIVER UNFAIR, PROTRACTED LEGAL ACTION

The NJ Courts have failed me over and over, proving that I will not receive a fair shot at justice. The defendants' attorneys were excused from not showing up for my first hearing in 2010 (no fault of the Judge). In the next civil case, the defendant's attorneys were allowed to schedule and hold multiple hearings without notifying me as required. In the foreclosure case the Plaintiff's attorney was allowed to schedule and hold a hearing without notifying me or my attorney. I was never notified by the NJ Court that a judgment was granted on my foreclosure. It didn't stop with the Court. The NJ Capital Post Office did not deliver my appeal to the NJ Supreme Court that was delivered via US certified mail.

The defendants employed illegal tactics to defraud me including "bait and switch", "in and out", and outright untruths. The New Jersey Courts supported their actions as multiple judges held hearings and dismissed defendants without my knowledge and, denied me access to my own hearing after my lawyer had officially withdrawn! Worse, the foreclosure hearing was allowed to proceed and a foreclosure was granted *while my protracted civil action was still underway*.

Just three days ago I learned that the Court scheduled and held a hearing without my knowledge and dismissed my case! (see Attachment I). My Civil Case Appeal was dated April 19, 2016. My Foreclosure Appeal was filed May 17, 2016 (see attachment II). My Appeal for both was filed with the NJ Supreme Court on July 2, 2016. (see Enclosure 2: **Letter to Judges & Attorneys**)

The Court deceptively dismissed my case due to a "lack of prosecution" as alleged in the court documents. The NJ Court continues its 7 year routine of scheduling and holding hearings without notifying me. I had to call the appeals court at least five times before they responded with a phone call telling me my appeal had been denied. I was assured that I would receive a written notice sent to my PO Box. That never happened. Yet, I did provide notice. My appeal to the NJ Supreme Court was received and signed for by all relevant parties. (See Enclosure 3: See USPS - NJ Investigation and Enclosure 4: USPS Certified Mail Proof).



HSBC Bank USA, Nat. Assoc., et al. v. Foreclosure Fraud Loan #2006-C,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165

Page 2 of 12

It should be noted that strangers have resumed casing and taking pictures of my home. This suggests that NJ Courts have resumed their process of taking my property based on a foreclosure that was granted under false information. This is despite my appeal filed with the NJ Supreme Court.

STARTED BRIEFING FEDERAL AGENCIES IN 2010 OR 2011

Overviews are provided in the 3 appeals that I filed with the NJ Courts. Details are available in the documents that I submitted to the Federal Mortgage Fraud Working Group, the U.S. Securities and Exchange Commission (SEC), the U.S. Consumer Financial Protection Board (CFPB), the U.S. Department of Justice (DOJ) and other Federal Agencies and Authorities. I can provide contacts at each Agency. After 5 years, DOJ opened an investigation (#3017165). Critical documents to which I have been made privy, or that I filed, are listed in Attachment III.

After years of review, two of my defendants, HSBC and Goldman Sachs, reached settlements of \$470 and \$5B respectively, with DOJ. Their Federal settlements that include the same charges that I levied in this case.

Finally, after a 10-year battle, I trust that I can look forward to my civil right of a trial before a jury of my peers. I can be reached by phone at 202-486-4565 or via email at StopFraud@vawilliams.com.

Thank you,



Veronica Williams

Plaintiff & Owner of 541 Scotland Road since 1983

Attachment and Enclosures

cc without enclosures (parties have already received enclosures):

David M. Lambropoulos, Stern & Eisenberg, PC via US certified mail & via email
Supreme Court of New Jersey, Appellate Division Clerk's Office, via US Mail
Superior Court of New Jersey, Essex County Veterans Courthouse, Room 131 via US Mail
Stuart Seiden, Duane Morris LLP via US certified mail & via email
Brett L. Messinger, Partner, Duane Morris via email
Office of the Attorney General of the United States, Investigation No. 3017165
Federal Mortgage Working Group

HSBC Bank USA, National Association, et al. v. HomeBridge Financial Group, Inc.,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F - 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165

Page 3 of 12

ATTACHMENT I
Case Dismissed Without Plaintiff's Knowledge

Recvd 8-11-16

ESSEX COUNTY - CIVIC DIVISION
SUPERIOR COURT OF NJ
415 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TELEPHONE - (973) 276-9300, DEBCHI ORUBANJO TEAM 002
COURT HOURS: 8:30 AM - 4:30 PM DATE JUNE 14, 2016

DOCKET NO. ESX L-004753-13
NAME: WILLIAMS VS LITTON LOAN SERVICING

IT IS HEREBY ORDERED THAT UNDER RULES 1:13 OR 1:28, THE ABOVE MATTER HAS BEEN
DISMISSED WITHOUT PREJUDICE FOR LACK OF PROSECUTION. THIS ORDER CLOSES FILE. JUDGMENTS
PREVIOUSLY ENTERED IN THIS CASE ARE NOT AFFECTED BY THIS ORDER.

A POSNAL NOTICE OF MOTION IS NOW REQUIRED TO REOPEN THIS CASE TO ACTURE TRIAL BEGINS

NON STEPHANIE A. WIEYERHOFF
JUDGE

VERONICA WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE NJ 07079

PAK

HSBC Bank USA, Natl. Assoc., as Trustee for Fremont Home Loan Trust 2006 C,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165
Page 5 of 12

ATTACHMENT III Defendant's Offer – Unreasonable & Non-Negotiable

From: Veronica Williams - Managing Director
To: "Seiden, Stuart I."; "Messinger, Brett L."
Cc: soroko@duanemorris.com; StopFraud@vawilliams.com
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)
Date: Tuesday, March 01, 2016 11:21:49 AM
Importance: High

Gentlemen, we are light years apart. Your proposed mortgage is 12.5 times more than the correct balance on my mortgage, at least \$150,000 more than the property is worth (see pp. 662 – 637 of http://www.fifix.org/proof/VWDS/UPDATE_5-29-15.pdf). and far more than I am willing or able to pay.

Due to the health condition imposed by your clients, I now barely survive on SSI and public assistance. After property taxes, I can only afford to pay \$25.00 a month. It would be a show of good faith if your clients offered a mortgage that I can afford or, better yet, discharge my mortgage before our next court date.

The overage on the principal is surely due to improper practices that caused the US Dept. of Justice to shut down Fremont Investment and Loan. Improper administration of this mortgage is also detailed in the documents that I filed with the NJ Superior Court. Please keep in mind that if we do reach an agreement for a mortgage *that was never filed with the State of NJ*, as required by law, it does not obviate your client's responsibility to pay damages for my losses, pain and suffering.

Brett, may I remind you of our conversation after the Feb. 19th hearing. When I purchased this property 33 years ago it was a good investment; I would not buy it today. Everything expended since 2006 is blood money, spent to decimate my income, health and assets. Out of honor I am willing to pay the \$38,000 balance that I owed when I filed suit. I will not rest, however, until I am adequately compensated for the losses, pain and suffering your clients put me through since 2006.

Hopefully we can at least have a discharged mortgage before March 4th. I shall await your response.

I WILL KEEP YOUR OFFER CONFIDENTIAL AMONG STU, BRETT & JOHN SOROKO – CONFIDENTIAL SETTLEMENT OFFER. NOT TO BE USED FOR ANY OTHER PURPOSE

Thank you,

Veronica

Veronica Williams
Fraud Victim, Homeowner since 1983
www.VeronicaWilliams.com
Direct 202-486-4565 | Home 973-715-8580 | Fax 888-492-5864
Email StopFraud@vawilliams.com

From: Seiden, Stuart I. [mailto:SISeiden@duanemorris.com]
Sent: Monday, February 29, 2016 4:19 PM
To: StopFraud@vawilliams.com; vawilliams@ACT-IT.com
Cc: Messinger, Brett L.
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)



**HSBC Bank (Domestic) Assoc., et al. vs. Veronica Williams et. al.
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

**U.S. Dept. of Justice Investigation No. 3017165
Page 6 of 12**

**ATTACHMENT III cont'd.
Defendant's Offer – Unreasonable & Non-Negotiable**

WITHOUT PREJUDICE – CONFIDENTIAL SETTLEMENT OFFER. NOT TO BE USED FOR ANY OTHER PURPOSE

Ms. Williams,

Please see the below loan modification proposal and let me know if there are any questions.

Loan Modification Proposal:

- (1) An initial payment of \$2,957.03 due by April 1, 2016;
- (2) Modification of the balance of the loan, after the above initial payment, to \$476,174.46 at 3.6500% (fixed rate) with a maturity date of April 1, 2036;
- (3) First modification payment of \$2,957.03 (Principal and Interest=\$1,887.74, Escrow=\$1,069.29) due on May 1, 2016;
- (4) This loan will continue to be secured by a first lien mortgage on the subject property;
- (5) Please be advised that the escrow portion of the monthly payment is always subject to change. The loan currently has a forced placed hazard and/or flood policy. If you can provide a homeowner's policy the escrow payment would likely be reduced. Escrow figures may change after the modification is implemented and a full formal escrow update is received. However, normally there is no change from this proposal once the modification is implemented, but this disclosure is made as a simple warning that it is possible; and
- (6) The above proposal is contingent upon a fully executed loan modification agreement, a confidential settlement and release agreement, and any other documents required in connection therewith, as well as satisfactory evidence that title to the subject property is free and clear of any liens. This proposal is not to be construed as an offer but rather a communication to determine whether your client is interested in proceeding with either of the aforementioned terms. Accordingly, no agreement exists until such time as the parties fully execute the appropriate modification and settlement documents and the status of the title to the property is confirmed and until such time, my client reserve the right, in their sole discretion, to change or rescind these proposed modification terms.

Please review the foregoing and if you agree to this proposal, let me know, and I will have the settlement documents drafted for your signature. If the fully executed settlement documents and initial payment are not received on or before April 1, 2016, this proposal expires.

I will await your response. If you have any questions, please feel free to email or call.

Thank you.
-Stu



**HSBC Bank USA, Nat. Assn., et al. v. Veronica Williams et al.,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

U.S. Dept. of Justice Investigation No. 3017165
Page 7 of 12

**ATTACHMENT III cont'd.
Defendant's Offer – Unreasonable & Non-Negotiable**

From: Veronica Williams - Managing Director (<mailto:verawilliams@ACT-CT.com>)
Sent: Wednesday, February 24, 2016 6:23 PM
To: Seiden, Stuart L.; Messinger, Brett L.
Cc: 9734242437@rftco.com; StopFraud@vawilliams.com; Soroka, John J.
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)
Importance: High

Stu & Brett,

My response to your brief was filed today. It is attached or you may download it at http://www.hctx.org/proof/VWDS/COURT_Motion-to-Amend-Complaint_Response-to-Opposition_Feb-2016.pdf.

Brett, you thought you could provide a mortgage that I could afford as a first step good faith effort towards a settlement by last Friday afternoon or Monday. If your clients are serious about a settlement, and we can do so before a hearing or trial, I am willing to engage in discussions and will abandon my legal effort once we have a legally executed settlement. Otherwise, I shall continue to pursue a trial and an award for damages.

Sincerely,

Veronica

Veronica Williams
Fraud Victim, Homeowner since 1983
www.VeronicaWilliams.com
Direct 202-486-4565 | Fax 888-492-5864
Email StopFraud@vawilliams.com



**HSBC Bank USA, Nat. Assn., et al. v. Veronica Williams et al.
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

U.S. Dept. of Justice Investigation No. 3017165
Page 8 of 12

ATTACHMENT III

Told Defendant's Attorney I Would Negotiate or Appeal to State then Federal Court

From: [Veronica Williams - Managing Director](#)
To: "Seiden, Stuart J."; "Meyinger, Brett L."
Cc: www.stopfraud.com; stopfraud@vawilliams.com
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)
Date: Tuesday, March 01, 2016 1:48:10 PM
Importance: High

Thanks for sharing this opinion. I guess I may have to appeal this to Federal Court. Please let me know when I have to move so that I can pack up and find a place to stay. Please keep in mind that I have 33 years of belongings to move or sell.

Thank you,

Veronica Williams
P.O. Box 978
South Orange, NJ 07079-0978

From: [Veronica Williams vs. HSBC, Goldman Sachs et al](#)
To: "Seiden, Stuart J."
Cc: "Veronica Williams vs. HSBC, Goldman Sachs et al"
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)
Date: Thursday, March 17, 2016 1:44:27 PM
Attachments: [COURT Judge-Mitterhoff-Decision-No-Hearing-Plaintiff-Motion-Feb-17-2016.pdf](#)

I have attached Judge Mitterhoff's Order that I received Monday. The FedEx is on the way with the Order and copy of the Appeal filed. I am open to judicious settlement discussions rather than proceeding with a State or Federal Circuit jury trial. You have been quite professional and I think we can have reasonable discussions. I can be reached at 202-486-4565.

Sincerely,

Veronica

Veronica Williams
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www.VeronicaWilliams.com
Direct 202-486-4565 | Home 973-715-8580 | Fax 888-492-5864
Email StopFraud@vawilliams.com

**HSBC Bank USA, Natl. Assoc., as Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

**U.S. Dept. of Justice Investigation No. 3017165
Page 9 of 12**

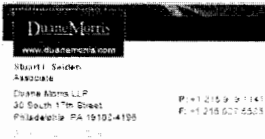
ATTACHMENT III

Told Defendant's Attorney of Hearing ♦ Williams Not Notified Judgment & Hearings

From: Seden, Stuart L. <SS@duanemorris.com> Sent: Wed 3/2/2016 5:11 PM
To: VWilliams@ACT-91.com; stopfraud@vwilliams.com
Cc: Messinger, Brett L.
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)

Ms. Williams,

There is no sheriff's sale currently scheduled.



THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED THAT PURPOSE. IF YOU ARE NOT OBLIGATED ON THE DEBT OR IF THE DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO ASSESS OR COLLECT THE DEBT FROM YOU PERSONALLY

You replied to this message on 3/2/2016 5:05 PM.

From: Seden, Stuart L. <SS@duanemorris.com> Sent: Wed 3/2/2016 4:05 PM
To: stopfraud@vwilliams.com
Cc: Messinger, Brett L.
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)

Ms. Williams,

I believe you may already be aware, but we were just advised that your motion scheduled for Friday will be on the papers and no appearance is required.



THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED THAT PURPOSE. IF YOU ARE NOT OBLIGATED ON THE DEBT OR IF THE DEBT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO ASSESS OR COLLECT THE DEBT FROM YOU PERSONALLY

**HSBC Bank (USA), National Assn, et al. v. Home Loan Servicing, Inc.,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

**U.S. Dept. of Justice Investigation No. 3017165
Page 10 of 12**

**ATTACHMENT III
Documents Submitted to Federal Agencies and NJ Courts**

Doc. No.	No. Pgs	Documents	Download
		Case L – 004753-13 & F – 000839-13 Docs	
1	50	Remove to Federal Court	www.FinFix.org/Federal-Complaint-by-VW.pdf
2	47	Motion to Dismiss F – 000839-13	www.FinFix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf
3	50	Appeal NJ Supreme Court	www.FinFix.org/Appeal-NJS.pdf
4	9	Submission to DOJ May 29, 2015	http://www.finfix.org/COURT_US-AG_HELP_UPD_5-26-15.pdf
5	2	Request to DOJ April 8, 2015	http://www.finfix.org/COURT_US-AG_HELP_4-5-15_Redacted.pdf
		Case F – 000839-13 Docs	
6	33	Appeal F – 000839-13	http://www.finfix.org/Appeal-NJF.pdf
		Case L – 004753-13 Docs	
7	8	Motion to Reinstate	www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf
8	59	Appeal L – 004753-13	www.FinFix.org/Appeal-NJ.pdf
9	118	Enclosures to Appeal	www.FinFix.org/Appeal-Encl-NJ.pdf
10	105	Motion to Amend Complaint	http://www.finfix.org/COURT_Motion-to-Amend-Complaint_Feb-2016.pdf
11	93	Case Files	www.FinFix.org/CaseFiles-NJ.pdf
12	750	Discovery	http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
13	205	Motion for Proof Hearing	http://www.finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
14	15	NJ Complaint ESSEX-L-004753-13	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
		Case L-000081-11 Docs	
15	73	NJ Complaint ESSEX L-000081-11	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
	1,493	TOTAL	
PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.			

16	<u>15</u>	Complaint ESSEX-L-004753-13	June 7, 2013	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
15	<u>73</u>	Complaint ESSEX L-000081-11	July 28, 2011	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf

HSBC Bank USA, Natl. Assoc., as Trustee for Premier Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165
Page 11 of 12

From: [Veronica Williams - Managing Director](#)
To: "Seiden, Stuart J."; "Mesinger, Brett J."
Cc: www@stopfraud.com; stopfraud@vawilliams.com
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse
(Same Location at 2/19 Hearing)
Date: Tuesday, March 01, 2016 1:48:10 PM
Importance: High

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Thank you,

Veronica Williams
P.O. Box 978
South Orange, NJ 07079-0978

From: [Veronica Williams vs. HSBC, Goldman Sachs et al](#)
To: "Seiden, Stuart J."
Cc: [Veronica Williams vs. HSBC, Goldman Sachs et al](#)
Subject: RE: HAMP Offer * Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse
(Same Location at 2/19 Hearing)
Date: Thursday, March 17, 2016 1:44:27 PM
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I have attached Judge Mitterhoff's Order that I received Monday. The FedEx is on the way with the Order and copy of the Appeal filed. I am open to judicious settlement discussions rather than proceeding with a State or Federal Circuit jury trial. You have been quite professional and I think we can have reasonable discussions. I can be reached at 202-486-4565.

Sincerely,

Veronica

Veronica Williams
Fraud Victim, Homeowner since 1983
www.VeronicaWilliams.com
Direct 202-486-4565 | Home 973-715-8580 | Fax 888-492-5864
Email StopFraud@vawilliams.com



ENCLOSURES

- 1. Complaint**
- 2. Letter to Judges & Attorneys**
- 3. USPS – NJ Investigation – 2nd Request**
- 4. USPS – NJ Investigation – USPS Proof**
- 5. New Jersey Superior Court Rule That Attorney Notify Opposing Party**

ENCLOSURE 1

COMPLAINT

Consolidated & Updated from NJ Complaints Filed

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079-0978
Phone 202-486-465 / Fax 888-492-5864
Email StopFraud@vawilliams.com
(Residence: 541 Scotland Road, S. Orange, NJ)
Plaintiff & Per Se Counsel

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

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:

JURISDICTION AND VENUE

1. 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 has not received a response to her appeal to the New Jersey Supreme Court.
2. 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

3. 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 is 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.

4. 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.

5. 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.



6. Defendant Goldman Sachs acquired ownership of Defendant Litton Loan Servicing in or about December 2007.

7. In 2008, the defendant Litton Loan bought Mrs. William's loan from Fremont Mortgage (herein after "Fremont"), the previous loan holder.

8. Defendant Ocwen acquired Litton Loan Servicing from Goldman Sachs on or about September 2011.

9. Defendant Stem & Eisenberg PC, LLC is the law firm that now represents 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

10. 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.

11. ACT Inc. is a management-consulting, technology-services and advisory firm based in South Orange, N.J., servicing private and public clients since 1986.

12. 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.

13. In November 2008, Ms. Williams told the defendant she was going to refinance with a reputable firm. 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 form her.

14. Shortly thereafter, on or around February 2009, Ms. Williams sent a formal, written modification request that included documents requested by the defendant.

15. In February and March 2009, Ms. Williams wrote Litton regarding a modification. See COURT_Complaint-ESSEX L-000081-11 Exhibit A and B.

16. 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.

17. 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.

18. 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.

19. 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 several years building a reputation by conducting work for the government and private companies.

20. 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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. On or about September 11, 2009, Plaintiff satisfied her obligation to pay Litton the third monthly arrear payment pursuant to the Loan Workout Plan.

27. On or about September 25, 2009, Litton informed Plaintiff that it would delay foreclosure until November 4, 2009. See COURT Discovery-Document Exhibit 5

28. 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.

29. On or about October 28, 2009 Plaintiff timely resubmitted all three Loan Workout Plan payments in full to Litton Loan. **OR** 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.

30. Although Litton inexplicably failed to recognize the same arrears payments provided earlier, Litton recognized the October 28 payments in amounts totaling \$9,216.61.

31. Ms. Williams informed Homeland Security that she would be granted a modification by the latest February, based upon the defendant’s representations to her.

32. At least two of the payments were cashed after the defendant’s foreclosure summary judgment was granted against Ms. Williams.

33. 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.

34. 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.

35. 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.

36. In February, the defendant cashed her last “Trial Period Payment,” but never gave her a modification as promised.



37. 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.

38. 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.

39. 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.

40. Litton's failure to recognize Plaintiff's monthly arrears payments when originally submitted by Plaintiff was a breach of the Loan Workout Plan.

41. Litton's breach was part of business model that required a percentage of its loans in collection to default.

42. 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.

43. 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.

44. Litton's misconduct caused the destruction of Plaintiff's business.

45. In January 2013 a new foreclosure complaint was again wrongfully filed under docket 0839-13.

FEMA Background Check Disruption

46. In or about 2009, the Federal Emergency Management Agency (FEMA) offered



Plaintiff a position as an independent contractor.

47. The only condition for FEMA's employment of Plaintiff was the acquisition of a favorable suitability determination based on a security background investigation.

48. On or about September 20, 2009, Plaintiff initiated the security background investigation required for FEMA's employment.

49. 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.

50. On or about December 12, 2009, 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.

51. 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.

52. On or about May 12, 2010, FEMA deemed Plaintiff unsuitable for employment.

COUNT I

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

(ALL DEFENDANTS)

53. Plaintiff incorporates by reference all prior facts and allegations in this Complaint as if set forth here at length again.

54. Defendants have provided Plaintiff with inconsistent written documentation indicating who the owner(s) and servicer(s) of the mortgage loan are.



55. 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.

56. 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.

57. Defendants acted in concert to violate the FDCPA.

58. 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)

59. Plaintiffs incorporate by reference all prior facts and allegations in this Complaint here as if set forth at length again.

60. 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.

61. The defendants' decision to continue prosecuting the foreclosure action in violation of the contract between the parties, constituted an unconscionable commercial practice.



62. Defendants' continued harassment of the plaintiff, after executing a permanent modification constitutes acts of unconscionable commercial practice.

63. 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.

64. 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.

65. 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.

66. As a result of the defendants' acts of unconscionable commercial practices, plaintiffs have suffered damages and injury.

COUNT III

BREACH OF CONTRACT

(All Defendants)

67. Plaintiffs incorporate by reference all prior facts and allegations in this Complaint here as if set forth at length again.

68. 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.

69. 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



70. 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.

71. 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.

72. Despite Plaintiffs compliance with the contract, Defendant wrongly continued to prosecute a foreclosure complaint and litigated the matter to final judgment.

73. 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.

74. 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.

75. As a result of the Defendants actions, the contract was breached and Plaintiff was harmed.

76. Plaintiff has suffered damages.

COUNT IV

INTENTIONAL INELICTION OF EMOTIONAL DISTRESS

(All Defendants)

77. Plaintiff incorporates by reference all prior facts and allegations in this Complaint here as if set forth at length herein.

78. The defendants' actions were intentional, and were designed to cause plaintiff distress.



79. 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.

80. The aim of these actions was to harass plaintiff and to cause disruption to her business and personal life.

81. 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.

82. These acts were pursued even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

83. 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)

84. Plaintiff incorporates by reference all prior facts and allegations in this Complaint here as if set forth at length herein



85. The defendants' actions were intentional, and were designed to cause plaintiff distress.

86. 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.

87. The aim of these actions was to harass plaintiff and to cause disruption to her business and personal life.

88. 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.

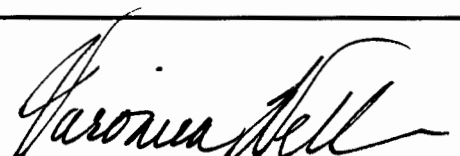
89. Defendants pursued deceptive legal tactics in an effort to suppress Plaintiff's case. This includes scheduling and participating in hearings without notifying the Plaintiff. It also includes proceeding with the dismissal of defendants, dismissal of a legal effort, gaining judgements based on erroneous information.

90. These acts were pursued even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

91. As a result of the relentless barrage of harassment by defendants jointly, plaintiff has suffered health problems and has incurred injury.

WHEREFORE, 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



COUNT VI

DEFAMATION OF CHARACTER

(Stern & Eisenberg)

92. The defendants pursued a foreclosure even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

93. 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.

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



By: Veronica A. Williams

Dated: August 15, 2016



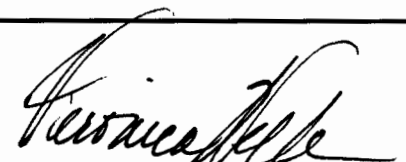
Exhibit A

DOCUMENTS SUBMITTED TO FEDERAL AGENCIES AND TO THE NEW JERSEY COURTS

***RATHER THAN PRINT OVER 1,300 PAGES THAT HAVE ALREADY
BEEN SUBMITTED TO THE UNITED STATES DEPARTMENT OF
JUSTICE AND OTHER AGENCIES, HYPERLINKS ARE PROVIDED SO
THAT EACH DOCUMENT MAY BE VIEWED OR DOWNLOADED***

No. Pgs	Documents	Download
Case L – 004753-13 & F – 000839-13 Docs		
28+	Remove to Federal Court	www.FinFix.org/Federal-Complaint-by-VW.pdf
47	Motion to Dismiss F – 000839-13	www.FinFix.org/MotionToDismissForeclosure_ESSEX-F-000839-13.pdf
50	Appeal NJ Supreme Court	www.FinFix.org/Appeal-NJS.pdf
Case F – 000839-13 Docs		
33	Appeal F – 000839-13	http://www.fifix.org/Appeal-NJF.pdf
Case L – 004753-13 Docs		
8	Motion to Reinstate	www.FinFix.org/MotionToReinstate_ESSEX-L-00475-13.pdf
59	Appeal L – 004753-13	www.FinFix.org/Appeal-NJ.pdf
118	Enclosures to Appeal	www.FinFix.org/Appeal-Encl-NJ.pdf
93	Case Files	www.FinFix.org/CaseFiles-NJ.pdf
750	Discovery	http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
205	Motion for Proof Hearing	http://www.fifix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
15	NJ Complaint ESSEX-L-004753-13	http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
Case L-000081-11 Docs		
73	NJ Complaint ESSEX L-000081-11	http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
1,308	TOTAL	
PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.		

Complaint ESSEX-L-004753-13	June 7, 2013	<u>15</u>	http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
Complaint ESSEX L-000081-11	July 28, 2011	<u>73</u>	http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf



ENCLOSURE 2

LETTER TO JUDGES & ATTORNEYS

Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
 Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

August 15, 2016

Download this letter at
[www.FinFix.org/Deceptive-Tactics to NJCourts&Attorneys.pdf](http://www.FinFix.org/Deceptive-Tactics%20to%20NJCourts&Attorneys.pdf)

NJ Court	Attorneys
Superior Court of New Jersey, Essex County Veterans Courthouse Civil Central Processing Unit – Room 131 50 West Market Street Newark, N 07102	
Judge Stephanie Ann Mitterhoff Superior Court of New Jersey Essex County Historic Courthouse, 1 st Floor 470 Dr. Martin Luther King Jr. Boulevard Newark, NJ 07102	Mr. Stuart I. Seiden Associate Duane Morris LLP 30 S. 17 th St. , Floor 5 Philadelphia, PA 19103
Judge Randal C. Chioccia State of New Jersey Superior Court, 11th Vicinage Passaic County Courthouse 77 Hamilton Street, 3rd Floor or 2 nd floor Paterson, NJ 07505	
Former Judge Harriett Farber Klein c/o Wilson, Elser, Moskowitz, Edelman and Dicker LLP 200 Campus Drive Florham Park, NJ 07932	Mr. David M. Lambropoulos Stern & Eisenberg, PC 1040 N. Kings Highway, Suite 407 Cherry Hill, NJ 08034
Supreme Court of New Jersey Appellate Division Clerk's Office P.O. Box 970 Trenton, New Jersey, 08625	

SUBJECT: Deceptive Legal Tactics – Pursuing Trial with Federal Court

NJ CASES: DOCKET No. ESSEX-L-004753-13 and Docket No. ESSEX-F – 000839-13

To The NJ Court and Attorneys for HSBC, Goldman Sachs, et. al.

I must now pursue this matter in Federal Court after being repeatedly rebuked by the NJ Courts.

You have never involved me in the scheduling of hearing dates. Worse, you have held hearings and rendered decisions without my knowledge or presence.

I have just learned that Case L-004753-13 has been dismissed (Attachment I) and you are proceeding with taking my home based on a foreclosure granted with false information.

By denying me access to hearings and more, you have not demonstrated *fairness to opposing party & counsel*. My case has incredible merit. Two defendants have recent Federal settlements that include the same charges that I levied in this case.

Since I have not received a response from my appeal to the NJ Supreme Court, I am moving this to the Federal Courts. Your actions add credence to my contention that the settlements between HSBC, Goldman Sachs and the U.S. Department of Justice were woefully insufficient.



**HSBC Bank (Domestic) Assoc., et al. vs. Veronica Williams et. al.
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

**U.S. Dept. of Justice Investigation No. 3017165
Page 2 of 4**

Again, here is my contact information:

Mailing Address:	Email	StopFraud@vawilliams.com
P.O. Box 978	Phone	202-486-4565
South Orange, NJ 07079-0978	Fax	888-492-5864

On a grand scale, HSBC, Goldman Sachs and all who support their fraud have created an exchange of assets that has resulted in major damage to the U.S. economy. This will become crystal clear at my trial for my case is just one small example of what has been perpetuated throughout our country for years. **As U.S. citizens, we should all seek to expose the truth, not suppress it.**

To the NJ Supreme Court and the Attorneys: As I have in the past (one example in Attachment II), I will contact you quickly after receiving pertinent information from the Federal Court.

Sincerely,

Veronica Williams
Plaintiff & Owner of 541 Scotland Road since 1983

attachments

cc:

- Supreme Court of New Jersey, Appellate Division Clerk's Office, via US Mail
- Judge Stephanie Ann Mitterhorf via facsimile to 973-424-2437
- Judge Randal Chioccia via facsimile to 973-247-8012
- Former Judge Harriett Farber Klein via email
- Brett L. Messinger, Partner, Duane Morris via email
- Office of the Attorney General of the United States, Investigation No. 3017165
- Federal Mortgage Working Group

HSBC Bank USA, Natl. Assn., as Trustee for Fremont Home Loan Trust 2006-C,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F - 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165
Page 3 of 4

ATTACHMENT I

Case Dismissed Without Plaintiff's Knowledge

Recvd 8-11-16

ESSEX COUNTY - CIVIL DIVISION
SUPERIOR COURT OF NJ
400 MARTIN LUTHER KING JR BLVD
NEWARK NJ 07102

TELEPHONE - (973) 776-9300, DEPT. OF BANKING & FINANCE
COURT HOURS: 8:30 AM - 4:30 PM

DOCKET NO. ESX L 004753 13
NAME: WILLIAMS VS CITICORP LOAN SERVICING

IT IS HEREBY ORDERED THAT UNDER RULES 1:11 OR 4:29, THE ABOVE MATTER HAS BEEN
DISMISSED WITHOUT PREJUDICE FOR LACK OF PROSECUTION. THIS ORDER CLOSES FILE. JUDGMENTS
PREVIOUSLY ENTERED IN THIS CASE ARE NOT AFFECTED BY THIS ORDER.

A FORMAL NOTICE OF MOTION IS NOT REQUIRED TO RESTART THIS CASE TO ACTIVE TRIAL STATUS.

FOR STEPHANIE A. RITTERHOFF
JUDGE

VERONICA WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE NJ 07079

HSBC Bank USA, Natl. Assoc., as Trustee for Premort Home Loan Trust 2006-C,
 Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
 Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
 Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165
 Page 4 of 4

ATTACHMENT II

Proof of Delivery of Appeals: DOCKET No. ESSEX-L-004753-13 & Docket No. ESSEX-F – 000839-13

APPEAL OF FORECLOSURE ♦ F – 000839-13 ♦ Mailing & Shipping Receipts

CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

TRENTON, NJ 08625

Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$8.20

Postmark: 05/17/2016

Sent to: Superior Court of NJ
 Street & Apt. No.: PO Box 006
 City, State, ZIP+4: Trenton, NJ 08625

PS Form 3800, August 2006 See Reverse for Instructions

UP AND UP INC
 71 S ORANGE AVE
 SOUTH ORANGE NJ 07071
 05/17/2016 15:52:50

CREDIT CARD
 MC SALE

Card # = XXXXXXXXXXXXX55
 SEQ # = 15
 Batch # = 1653
 INVOICE = 16
 Approval Code = 075055
 Entry Method = Swiped
 Mode = Online
 Tax Amount = \$0.00

SALE AMOUNT = 553.75

CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

CHERRY HILL, NJ 08034

Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$8.20

Postmark: 05/17/2016

Sent to: David M. Lambropoulos, Skind Eriksenberg
 Street & Apt. No.: 1040 N. Kings Hwy, Suite 407
 City, State, ZIP+4: Cherry Hill, NJ 08034

PS Form 3800, July 2014 See Reverse for Instructions

US Certified Mail Receipt 7014
0150 0000 0304 9408
Purchased 5/17/16
Sent to:
Superior Court of NJ
PO Box 006
Trenton, NJ 08625

CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

PHILADELPHIA, PA 19103

Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$8.20

Postmark: 05/17/2016

Sent to: Mr. Stuart Seiden, Duane Morris LLP
 Street & Apt. No.: 30 S. 17th St. Floor 5
 City, State, ZIP+4: Philadelphia, PA 19103

PS Form 3800, July 2014 See Reverse for Instructions

US Certified Mail Receipt 7014
0150 0000 0304 9408
Delivered & Signed 5/20/16

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the envelope or to the front if space permits. 		<ul style="list-style-type: none"> <input checked="" type="checkbox"/> A. Signature <input checked="" type="checkbox"/> B. Received by Primary Addressee <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No 	
Superior Court of NJ Appellate Division Clerk's Office - PO Box 006 Trenton, NJ 08625		Received by: [Signature] Date: 5/20/16	

7014 0150 0000 0304 9408
 Form 3811, July 2014 (Rev. 10/15/14)

ENCLOSURE 3

USPS – NJ INVESTIGATION

**Initial Email to USPS Postmaster General
& Gov. Christie
and Follow-up Email to Gov. Christie**

From: Veronica Williams vs. HSBC, Goldman Sachs et al
To: "constituent.relations@nj.gov"; "Chris.Christie@gov.state.nj.us"
Cc: "StopFraud@vawilliams.com"; "Regina.Egea@gov.state.nj.us"
Subject: FW: Certified Mail Not Delivered to Addressee, USPS Case No. HQ129554759
Date: Saturday, August 20, 2016 2:23:36 PM
Attachments: [US-Postmaster-Gov-Christie Mail-Not-Delivered.pdf](#)
[Certified-Receipt-Info.docx](#)
Importance: High

The ball is in the State of New Jersey's court.

PROOF THAT CERTIFIED MAIL WAS DELIVERED TO NJ CAPITAL POST OFFICE

The US Postmaster General's Consumer Affairs manager responded yesterday to my request (see message below and attached: [US-Postmaster-Gov-Christe_Mail-Not-Delivered.pdf](#)). He gave pertinent information and arranged for me to receive a copy of the signed return receipts. G. Jackson signed for the packaged addressed to the NJ Supreme Court that was delivered on July 7, 2016 at 7:02 am by certified mail. I am told that failure to deliver mail is a problem with our NJ Capital Post Office. The NJ Capital Post Office receives US mail and is responsible for delivering it to the addressee. It appears that the US Post Office did its job; and that the NJ Capital Post Office did not.

An updated copy of the proof of mail for my appeal sent on July 5, 2016 at 3:12 pm is attached. A copy of the return receipt with a signature, the label on the package, the purchase receipt and the proof of delivery for the appeal package delivered to the NJ Supreme Court is on page 1 of the attached document entitled [Certified-Receipt-Info.docx](#).

NEED PROMPT INVESTIGATIVE RESPONSE

With this information, I trust that you will respond as quickly as the Office of the US Postmaster General – in 3 days.

If I can be of further assistance please do not hesitate to contact me by phone at 973-715-8580 or email at StopFraud@vawilliams.com. I am more than willing to do my civic duty and help the Governor's Office resolve this problem.

I shall await your reply,



Veronica Williams
541 Scotland Road
South Orange, NJ 07079-3009
NJ Resident Since 1982; NJ Homeowner Since 1983

Phone 973-715-8580
Email StopFraud@vawilliams.com

From: Veronica Williams vs. HSBC, Goldman Sachs et al [mailto:stopfraud@vawilliams.com]
Sent: Tuesday, August 16, 2016 11:55 AM
To: 'StopFraud@vawilliams.com'
Subject: Certified Mail Not Delivered to Addressee, USPS Case No. HQ129554759
Importance: High

YOUR EMAILS AND FACSIMILE NUMBERS ARE HIDDEN TO KEEP THEM SECURE

US Postmaster
NJ Governor

Please explain why the package sent via the United States Postal Service Certified Number 70142120000408605912 was not delivered to the addressee?

Details are provided in the attached letter. You may view confirmation of delivery at <https://www.usps.com/nationalpremieraccounts/trackmailing.htm>.

Thank you,

Veronica Williams
USPS Customer | NJ Homeowner since 1983
www.VeronicaWilliams.com
Direct 202-486-4565 | Home 973-715-8580 | Fax 888-492-5864
Email StopFraud@vawilliams.com



Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
 Residence – NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

August 16, 2016

Ms. Megan J. Brennan
 Postmaster General and Chief Executive Officer
 United States Postal Service
 475 L'Enfant Plaza S.W.
 Washington, DC 20260-0010

Hon. Chris Christie
 Governor
 Office of the Governor,
 The State House
 State of New Jersey
 125 West State Street
 Trenton, NJ 08608-1101

SUBJECT: Certified Mail Not Delivered to Addressee, USPS Case No. HQ129554759

To The US Postmaster General and Gov. Christie,

I would like to know why the certified mail that I sent was not delivered to the addressee.

The Supreme Court of New Jersey told me that the package I sent them on July 5, 2016 via certified mail was delivered to the Superior Court. The addresses for these courts are different:

NEW JERSEY SUPREME COURT	NEW JERSEY SUPERIOR COURT
Supreme Court of New Jersey Appellate Division Clerk's Office P.O. Box 970 Trenton, New Jersey, 08625	Superior Court of New Jersey Essex Vicinage – Civil Central Processing Unit Room 131 Veterans Courthouse 50 West Market Street Newark, NJ 07102

Here are copied of my USPS certified receipts, proof of delivery and the label on the package:

USPS RECEIPT	LABEL ON PACKAGE	USPS PROOF OF DELIVERY
<p>USPS Certified No.: 70142120000408605912</p>	<p>FROM: <i>MAW</i> V. Williams P.O. Box 978 South Orange, New Jersey, 07079-0709</p> <p>TO: Clerk Supreme Court of New Jersey P. O. Box 970 Trenton, NJ 08625</p> <p>APPEAL OF Appellate Docket No. A2981-15 & (For Case NJ DOCKET NO. E808X.L - 04753-15) Case NJ DOCKET NO. ESSEX-F-000839-13</p>	<p>https://www.usps.com/national/premieraccounts/trackmailing.htm https://tools.usps.com/go/TrackConfirmAction_input</p>

For a larger view of these items see Attachment I.

Would you please tell me how this happened? How can I retrieve my package? This package was of good size for it contained 8 copies of a 50 page document.

MAW

**HSBC Bank USA, Nat. Assoc., et al. v. Fremont Home Loan Trust, et al.,
Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al.
Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13**

**WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13**

**U.S. Dept. of Justice Investigation No. 3017165
Page 2 of 3**

I can be reached by phone at 202-486-4565, by email at StopFraud@vawilliams.com or by facsimile at 888-492-5864. Please take time to investigate this matter and send me an explanation.

Thank you,

Veronica Williams 

Veronica Williams
Plaintiff in NJ Legal Action & Postal Customer

attachments

cc:


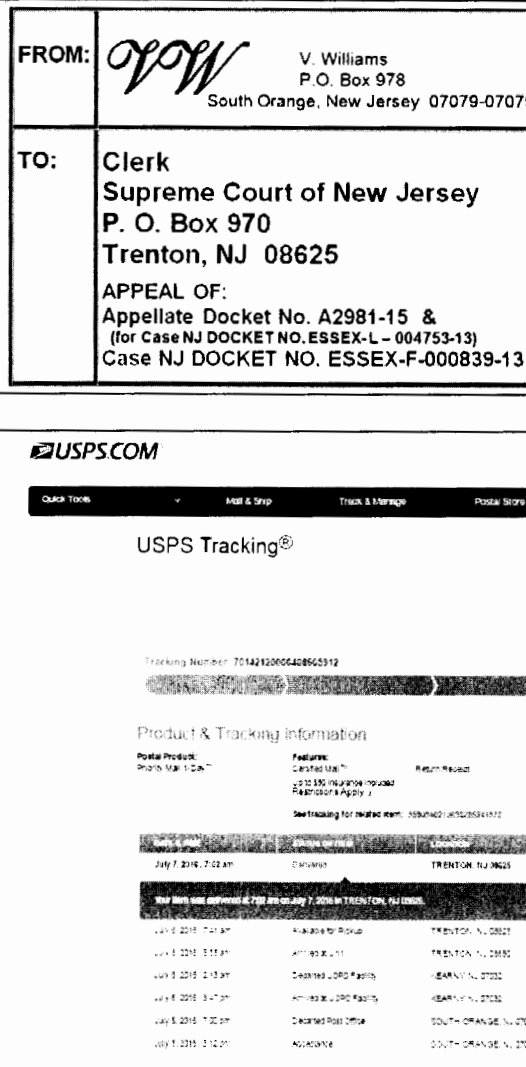
State of New Jersey Capital Post Office c/o Jeff Bond, Asst. Chief via facsimile
Supreme Court of New Jersey, Clerk's Office, via US Mail
Superior Court of New Jersey Clerk's Office via US Mail
David M. Lambropoulos, Stern & Eisenberg, PC via email
Stuart Seiden, Duane Morris via email
Brett L. Messinger, Partner, Duane Morris via email
Office of the Attorney General of the United States, Investigation No. 3017165
Federal Mortgage Working Group
USPS, Trenton 680 US Highway 130, Trenton, NJ 08650 via www.USPS.com

HSBC Bank USA, Natl. Assoc., et al. Trustees for Premort Home Loan Trusts 2006-C, Mortgage-Backed Certificates, Series 2006-C vs. Veronica Williams et. al. Superior Court of New Jersey, Chancery Division Docket No. F – 000839-13

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al. Superior Court of New Jersey, Law Division Docket No ESSEX-L-004753-13

U.S. Dept. of Justice Investigation No. 3017165
Page 3 of 3

ATTACHMENT I

<p style="text-align: center;">USPS RECEIPT USPS Certified No.: 70142120000408605912</p>							
<p style="text-align: center;">LABEL ON PACKAGE</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">FROM:</td> <td style="width:15%;"><i>V. Williams</i></td> <td style="width:70%;">V. Williams P.O. Box 978 South Orange, New Jersey 07079-0709</td> </tr> <tr> <td>TO:</td> <td></td> <td>Clerk Supreme Court of New Jersey P. O. Box 970 Trenton, NJ 08625 APPEAL OF: Appellate Docket No. A2981-15 & (for Case NJ DOCKET NO. ESSEX-L - 004753-13) Case NJ DOCKET NO. ESSEX-F-000839-13</td> </tr> </table>	FROM:	<i>V. Williams</i>	V. Williams P.O. Box 978 South Orange, New Jersey 07079-0709	TO:		Clerk Supreme Court of New Jersey P. O. Box 970 Trenton, NJ 08625 APPEAL OF: Appellate Docket No. A2981-15 & (for Case NJ DOCKET NO. ESSEX-L - 004753-13) Case NJ DOCKET NO. ESSEX-F-000839-13
FROM:	<i>V. Williams</i>	V. Williams P.O. Box 978 South Orange, New Jersey 07079-0709					
TO:		Clerk Supreme Court of New Jersey P. O. Box 970 Trenton, NJ 08625 APPEAL OF: Appellate Docket No. A2981-15 & (for Case NJ DOCKET NO. ESSEX-L - 004753-13) Case NJ DOCKET NO. ESSEX-F-000839-13					
<p style="text-align: center;">USPS PROOF OF DELIVERY</p> <p style="font-size: small;"> https://www.usps.com/nationalpremieraccounts/trackmailing.htm https://tools.usps.com/go/TrackConfirmAction_input </p>							

Handwritten signature

USPS Tracking®

Customer Service: Have questions? [View here to help.](#)
 Get Easy Tracking Updates: Sign up for My USPS.

Tracking Number: 70023150000377485488



Updated Delivery Day: Monday, July 11, 2016

Product & Tracking Information

Postal Product: First-Class Mail®
 Features: Certified Mail™, Return Receipt
 See tracking for related item: 959054021952585241965

Date	Time	Location	Status
July 11, 2016	4:43 am	Delivered	WASHINGTON, DC 20550
July 10, 2016	10:53 AM	Suburban Center	WASHINGTON, DC 20532
July 10, 2016	5:57 AM	Armed & Ready	WASHINGTON, DC 20016
July 6, 2016	7:10 PM	Delivered USPS Facility	KEARNY, NJ 07039
July 5, 2016	9:25 PM	Armed & Ready Facility	KEARNY, NJ 07039
July 5, 2016	7:00 PM	Delivered Post Office	SOUTH ORANGE, NJ 07079
July 5, 2016	3:14 PM	Acceptance	SOUTH ORANGE, NJ 07079

USAG
 USPS Certified No.:
 70023150000377485488

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3, so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Addressee's name:
 The Attorney General of the United States, U.S. Department of Justice (DOJ)
 950 Pennsylvania Avenue, N.W., Room 4400
 N.W. 20530-0001

2. Addressee's ZIP+4®:
 20530-0001

3. Addressee's phone number (if any):
 202-547-7465

4. Addressee's e-mail address (if any):
 [Redacted]

5. Addressee's business title (if any):
 [Redacted]

6. Addressee's business address (if any):
 [Redacted]

7. Addressee's business telephone number (if any):
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 [Redacted]

FROM: *VW*
 V. Williams
 P.O. Box 978
 South Orange, New Jersey 07079-0709

TO: The Attorney General of the United States
 U.S. Department of Justice (DOJ)
 950 Pennsylvania Avenue, N.W.,
 Room 4400
 Washington, D.C. 20530-0001
 US DOJ ID Number 3017165

VW

ENCLOSURE 4

USPS PROOF OF DELIVERY OF CERTIFIED MAIL

Stuart Seiden
USPS Certified No.:
7002046000068172508

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No Insurance Coverage Provided)

PHILADELPHIA, PA 19109

Postage	\$3.50
Certified Fee	\$2.70
Return Receipt Fee (Environment Friendly)	\$0.00
Registered Delivery Fee (Environment Friendly)	\$0.00
Total Postage & Fees	\$6.20

Postmark: PHILADELPHIA PA 07/05/2016

Send To: **Stuart I. Seiden**
30 South 17th St
Philadelphia PA 19103

PS Form 3800, January 2008 See Instructions for Use

FROM: *SVW*
 V. Williams
 P.O. Box 978
 South Orange, New Jersey 07079-0709

TO: Mr. Stuart I. Seiden
 Associate
 Duane Morris LLP
 30 South 17th Street
 Philadelphia, PA 19103-4196

USPS.COM

USPS Tracking®

Delivered

Product & Tracking Information

Available Actions

Delivery Section

Address

Enter up to 35 digits associated by ZIP code

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

VERONICA A. WILLIAMS,

Plaintiff,
v.

LITTON LOAN SERVICING, et al.

Defendants

Civil Action Number:

2:18-cv-05301-ES-JAD

ORDER

AND NOW, this _____ day of _____, 2017,
upon consideration of Defendant Stern & Eisenberg, P.C. Motion for Plaintiff to Lodge and
Serve Exhibits to Complaint, and any response thereto, it is hereby **ORDERED** and **DECREED**
that the Motion is **GRANTED**.

Within twenty (20) days of this Order, Plaintiff shall lodge with the Clerk of Court and
simultaneously serve on the parties full and complete copies of all of the exhibits referenced in
the Complaint. Each exhibit shall be individually marked.

Defendants shall have twenty-one (21) days from receipt of the exhibits to file a
responsive pleading. Any prior order directing defendants to file a responsive pleading is
VACATED.

If Plaintiff fails to comply with this Order, then the case shall be dismissed upon letter
application.

ESTHER SALAS
UNITED STATES DISTRICT JUDGE

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

VERONICA A. WILLIAMS,

Plaintiff,
v.

LITTON LOAN SERVICING, et al.,

Defendants.

Civil Action Number:

2:16-cv-05301-ES-JAD

CERTIFICATION OF SERVICE

I, Evan Barenbaum, Esquire, on this 20th day of December, 2016, being duly sworn according to law, depose and say that a true and correct copy of the Motion for Plaintiff to Lodge and Serve Exhibits to Complaint was served upon all parties via ECF, and as indicated below:

Veronica A. Williams
P.O. Box 978
South Orange, NJ 07079-0978

STERN & EISENBERG, PC

BY: /s/Evan Barenbaum
Evan Barenbaum, Esquire
Attorney for Defendant