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U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

2017 JAN 11 A 10:58

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**RESPONSE TO TWO BRIEFINGS
IN OPPOSITION REPRESENTING
ALL DEFENDANTS**

PLAINTIFF’S RESPONSE TO BRIEFINGS IN OPPOSITION FROM:

**BRIEFING 1: Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen,
Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C &
BRIEFING 2. Stern & Eisenberg**

The Defendants continue to ignore the counts in the Plaintiff’s complaint by failing to present or discuss a solution that addresses their actions (see Exhibits I & II). A trial is long overdue and should be scheduled as soon as witnesses can confirm dates that they can attend.

The job of the groups of attorneys, and others, working for the defendants is to protect the defendants from the consequences of their wrongdoings. They have invested tremendous hours over more than eight (8) years to this end, on this case alone. The Plaintiff’s intention, on the other hand, is to clearly prove the defendants’ wrongdoing by shining a light on fraudulent and deceptive actions and systemic, unscrupulous practices. The Plaintiff is prepared to explain the complexities of this case to a jury of her peers. The Plaintiff trusts she will be able to do so in this, the 11th year, of this travesty. The Plaintiff’s vast documentation and esteemed witnesses will explain why and how the defendants are guilty of each count. The Plaintiff was taught to stand in her own truth. This is the first, and hopefully last, time that she feels compelled to present her case in front of a jury.

At trial the Plaintiff shall connect the dots and explain every element of this case for a jury. The magnitude of the defendants’ destructive actions will show why the defendants have fought the Plaintiff so hard, and for so long.

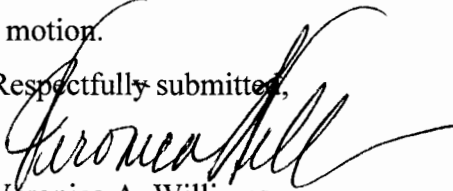
There were several improprieties during the 8 years that the Plaintiff has tried to seek justice through the New Jersey Court system:

- Defendants failed to show up at September 2010 Court Hearing
- Notice of Appeal sent by certified mail to the NJ Supreme Court and to former attorney for all defendants, Mr. Seiden of Duane Morris, “went missing”. Neither recipient has returned the mail nor acknowledged receipt. The money orders sent to the NJ Supreme Court and the NJ Superior Court are still missing.
- Virtually all Hearings were held without the Plaintiff’s knowledge or input, as required by the Rules of the NJ Superior Court.
- Plaintiff was denied mediation.
- The “Rescheduled trial” appears to have been a tactic to have case dismissed.
- Plaintiff’s counsel withdrew at a critical time.
- A NJ Judge refused to allow Plaintiff to attend a major hearing; yet, over her objections allowed counsel who had withdrawn from the case to represent her.
- These and additional actions will be presented at trial.

CONCLUSION

The Defendants misled the Plaintiff and defrauded her out of her home’s equity. Over the ensuing 10 years, the defendants spent an inordinate amount of time and money to avoid accountability for their actions. As a result, damages to the Plaintiff continued to escalate. For the foregoing reasons, the Plaintiff moves the Court to proceed with a trial. Since Plaintiff has been unsuccessful in scheduling trial dates with the defendants, the Plaintiff asks the Court to hold a scheduling conference call between the Plaintiff and Defendants’ attorneys to schedule the trial. A proposed judgment is attached to this motion.

Respectfully submitted,


Veronica A. Williams
Per Se Counsel StopFraud@vawilliams.com

/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

January 10, 2017

EXHIBIT I

Veronica Williams - Managing Director

From: Seiden, Stuart I. [REDACTED]
Sent: Tuesday, January 03, 2017 10:24 PM
To: [REDACTED]
Subject: Previous Loan Modification Proposal

Importance: High

Ms. Williams,

Below are the emails with the terms that have since expired.

Your response was as follows: "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.finfix.org/proof/VWDS/UPDATE_5-29-15.pdf), and far more than I am willing or able to pay."

Stuart I. Seiden
 Associate
 Duane Morris LLP
 30 South 17th Street
 Philadelphia, PA 19103-4196
 P: +1 215 979 1141
 F: +1 215 827 5536

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

From: Veronica Williams vs. HSBC, Goldman Sachs et al [mailto:[REDACTED]]
Sent: Tuesday, March 1, 2016 1:09 PM
To: Seiden, Stuart I. [REDACTED]
Cc: Messinger, Brett L. [REDACTED]; Soroko, John J. [REDACTED];
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

My response still stands.

Veronica

Veronica Williams
 Fraud Victim, Homeowner since 1983
www.VeronicaWilliams.com

[REDACTED]

EXHIBIT I cont'd.

From: Selden, Stuart I. [mailto:SSelden@duanemorris.com]
Sent: Tuesday, March 01, 2016 10:19 AM
To: StopFraud@williams.com; ywilliams@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)

Ms. Williams,

I apologize but my email below left out a key material term to the modification proposal.

This loan modification proposal also contains a balloon payment due and payable at maturity. At the present time, and subject to final determination at maturity, the current estimated balloon payment due at maturity is \$321,209.24

I do sincerely apologize for any confusion.

Stuart I. Selden
Associate

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
P: +1 215 979 1141
F: +1 215 927 9836

www.duanemorris.com



Check out our [Duane Morris Law Blog](#)

From: Selden, Stuart I.
Sent: Monday, February 29, 2016 4:19 PM
To: [REDACTED]
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)

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;

EXHIBIT I cont'd.

(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



Stuart I. Seiden
Associate

Quinn Morris LLP
10 South 17th Street
Philadelphia, PA 19103-4101

P: +1 215 979-1141
F: +1 215 251-2505

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

From: Veronica Williams - Managing Director (mailto: [redacted])

Sent: Wednesday, February 24, 2016 6:23 PM

To: Seiden, Stuart I.; Messinger, Brett L.

Cc: [redacted] Soroko, 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.inba.org/portal/CMMS/CMST_Mailbox/Amend/Amend/Response to Brief 2016.pdf](http://www.inba.org/portal/CMMS/CMST_Mailbox/Amend/Amend/Response%20to%20Brief%202016.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

EXHIBIT I cont'd.

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

From: Seiden, Stuart I. [mailto: [REDACTED]]
Sent: Tuesday, February 23, 2016 4:26 PM
To: [REDACTED]; Messinger, Brett L.; [REDACTED]
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,

Please see the attached opposition to your motion that was sent for filing today.

[REDACTED]

Stuart I. Seiden
Attorney
Duane Morris LLP
10 South 17th Street
Philadelphia, PA 19103-4101

P 215 575 1141
F 215 575 1129

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.

From: Veronica Williams - Managing Director [mailto: [REDACTED]]
Sent: Tuesday, February 23, 2016 2:08 PM
To: Seiden, Stuart I.
Cc: [REDACTED]; Messinger, Brett L.; [REDACTED]
Subject: RE: HAMP Offer + Hearing Scheduled March 4, 2016 @ 9:00 am - Room 102, Essex County Historic Courthouse (Same Location at 2/19 Hearing)

By the way, Judge Matterhof has not decided whether we will have an in-person hearing. I will let you know as soon as I receive an answer.

Veronica

From: Seiden, Stuart I. [mailto: [REDACTED]]
Sent: Tuesday, February 23, 2016 1:58 PM
To: [REDACTED]
Cc: [REDACTED]; 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,

EXHIBIT II

From: Veronica Williams, Managing Director <vwilliams@ACT-IT.com>
Sent: Thursday, December 22, 2016 5:22 PM
To: Eberenbaum [REDACTED]
Cc: dlambropoulos [REDACTED]; rsterm [REDACTED]; Veronica Williams
Subject: vs. MSBC, Goldman Sachs et al
Schedule Call for US District Court Case No. 2:16 cv 05301-ES-JAD

I would like to suggest that we speak on Monday, December 26th at 3:00 pm or on Tuesday, December 27th at 4:00 pm.

Here is a snapshot of your firm's role in Case No. 2:16-cv-05301-ES-JAD. After 10 years of fraud and inappropriate activity, and being denied due process, I notified David Lambropoulos and others that I intended to appeal to the Federal Courts (see letter). I then called the two lead attorneys. I spoke with David in August. I offered to send the documents that I had filed with the Courts but David refused to accept them. While there are several documents in my 3K+ filing that should be of interest to your firm, pp. 108 – 111 in the Proof Hearing Motion ([Motion for Proof Hearing.pdf](#)) and pp. 13 – 17 and pp. 26-29 of the foreclosure appeal (see [Appeal-NJF.pdf](#)) contribute to Courts IV and VI of my Federal complaint ([view Complaint](#)).

I have questions for Stern and Eisenberg. Since MSBC seems to be no longer paying for Stern & Eisenberg's legal expenses, and your legal representation has changed, I trust we can have a candid, honest conversation. The files you requested can be downloaded at <http://www.finfix.org/ABarenbaum-Request.pdf>. I trust this is easier to manage than a physical copy.

Let me be clear. I intend to be compensated for my losses and for what I've been put through. I am prepared to present my case in front of a jury. Yet, I continue to embrace my belief in www.MarketWin-Win.com. Life's experiences including almost 7 years of arbitration experience have proven my belief.

I look forward speaking with you. Please let me know if you are available Friday, December 23rd at 3:00 pm or on Tuesday, December 27th at 4:00 pm. If not, please suggest two other dates and times.

Sincerely,

Veronica Williams
Fraud Victim, Homeowner since 1983
www.VeronicaWilliams.com

Email [REDACTED]

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

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

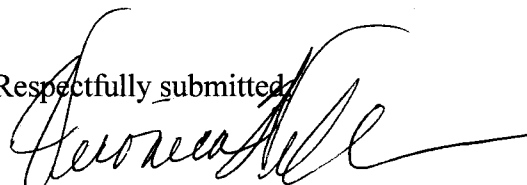
Civ. No. 2:16-cv-05301-ES-JAD

CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 10th day of January 2017, a true and correct copy of the Response to Briefings in Opposition was served upon the parties below via U.S. Certified Mail addressed to:

| | |
|---|---|
| <p>Via U.S. Certified Mail & via Email Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 siseiden@duanemorris.com</p> | <p>Via U.S. Certified Mail & via Email Evan Barenbaum, Esq Attorney for Stern & Eisenberg</p> <p>Director of Litigation Stern & Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 ebarenbaum@sterneisenberg.com</p> |
| <p>Email is not considered received until recipient replies with a message.</p> | |

Respectfully submitted,



Veronica A. Williams

Per Se Counsel StopFraud@vawilliams.com

/s/ Veronica A. Williams
StopFraud@vawilliams.com
(202) 486-4565

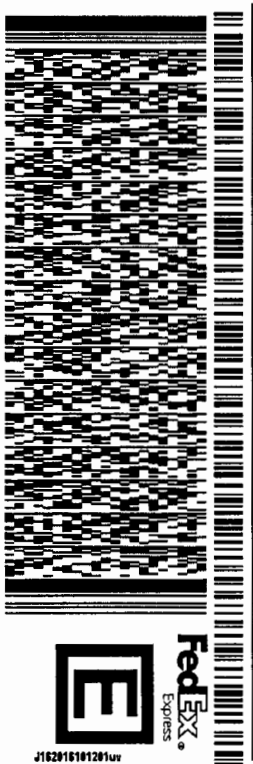
January 10, 2017

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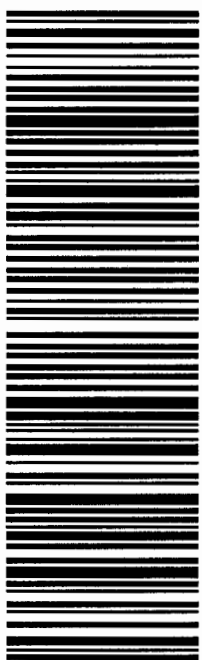
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