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U.S. DISTRICT COURT
DISTRICT OF NEW JERSEY
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
2017 APR 11

2017 APR 11 P 3:34

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**RESPONSE TO REQUEST FOR
CASE UPDATE:**

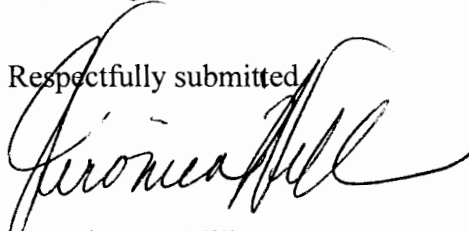
**RESPONSE TO REQUEST FOR CASE UPDATE
From Federal Agency**

Another Federal Agency has requested a summary of this case. It is attached. A copy has been sent to other Federal Agencies that have received information from the Plaintiff in the past including:

- Federal Mortgage Fraud Working Group
- United States Department of the Treasury
- United States Securities and Exchange Commission (SEC)
- United States Department of Justice (US DOJ ID Number 3017165)
- Consumer Financial Protection Bureau (CFPB)

This summary can be downloaded at <http://www.finfix.org/US-Case-No-2-16-cv-05301-SUMMARY.pdf>

Respectfully submitted,



Veronica A. Williams
Per Se Counsel

/s/ Veronica A. Williams
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April 11, 2017

ATTACHMENT I

OVERVIEW OF

V. WILLIAMS

VS

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

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

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

INTRODUCTION

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

LITTON LOAN PROVED TO BE A PREDATOR; SERIAL FRAUDULENT BEHAVIOIR

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

A LONG TERM BUSINESS GOAL IMMINENT

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

elsewhere with one of Litton's representatives, Williams was told that Goldman Sachs owned them now and all previous problems had been resolved. They were safe.

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

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

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

MOVED MORTGAGE TO FREMONT – SHUT DOWN BY DOJ

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

Fremont originated a mortgage for Williams that was underwritten by HSBC. Unbeknownst to Williams at the time, Fremont had been ordered by US DOJ to cease issuing mortgages. After Fremont failed to give Williams all of the funds due her from the mortgage, they went out of business and she was unable to get her money. Her mortgage was sold to Litton Loan. Williams had refinanced with Fremont to get her mortgage out of the hands of Litton Loan due to their widespread reputation for mortgage fraud. As Williams prepared to refinance her mortgage which now had a principal balance that was about \$200,000 larger than it should have been, Litton Loan representatives convinced her not to refinance with Chase because they were now owned by

Goldman Sachs and could be trusted. Williams consented, received a signed modification agreement and paid about \$10,000 to complete the modification. Williams was in the final stages of being approved for a Federal Security Clearance, necessary to accept an offer and start a new contract position with the Department of Homeland Security. To her surprise and chagrin, Litton Loan foreclosed on her mortgage, cashing her 3 checks both before *and after* the foreclosure. Accepting payments after receiving a foreclosure is illegal in the state of New Jersey.

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

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

MULTIPLE FIRMS, GROWING FRAUDULENT BALANCE

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

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

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

In addition to *In and Out Fraud*, the defendants employed *Bait and Switch* and other subversive tactics. [see p.1 Federal Complaint, p. 9 US Case 2:16 cv-05301] Also, promised not to foreclose (see Oct. 2009 letter). For example, Litton Loan presented several reasons for Williams to remain with them including the backing of their parent at the time, Goldman Sachs (see p. 2 Integrity of Goldman). Litton Loan required additional money to process the modification; however, they provided additional written confirmation and assured the Petitioner that the modification would be quickly processed. Williams was assured the modification would be completed before the clearance investigation would be completed.

LITTON LOAN BAIT AND SWITCH

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

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

CASCADING, EXPLOSIVE DAMAGES

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

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

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

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

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

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

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

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

DENIED DUE PROCESS IN NJ

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

From 2013 through 2016, the NJ Court held hearings without my knowledge. This continued the pattern on denying Williams due process for a complaint that was filed and designated a trial by jury (see **ESSEX-L-004753-13**, [http://www.fifix.org/proof/VWDS/VW vs GS-et-al To Court-CIS and Complaint.pdf](http://www.fifix.org/proof/VWDS/VW%20vs%20GS-et-al%20To%20Court-CIS%20and%20Complaint.pdf)). The State of New Jersey “lost” the appeal that was sent to the NJ Supreme Court in August 2016. Currently, Williams had filed over 3,650 pages with the U.S. District Court and is awaiting a decision from the Court on the Defendant’s Motion to Dismiss. In addition to being denied due process, Williams’ case will shed critical insight into why NJ should not be #1 in foreclosures in the nation.

TOP NOTCH EXPERTISE & CORROBORATION

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

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

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

CONCLUSION

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

- **Defrauded Williams by adding about \$200K to the principal of her mortgage** (Discovery Page 2 Ex3:PROOF & PROOF)
- **Reneged on a modification offered** (Proof Hearing Page 118 Williams told it was an error and would be reversed if she sent an additional payment (Ex20:PROOF))
- **Caused her to lose GSA Federal Supply Schedules with over \$270M in impending orders** (Summary below and attached, from Proof Hearing Page 17)
- **Imposed Stress That Nearly Took Her Life** (Proof Hearing Page 7 – More from Witnesses)
- **Prevented Williams from Earning Sustainable Income for more than 8 years**

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

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

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

HIGHLIGHTS OF DEFENDANTS' ROLES

FINANCIAL FRAUD	By	● In and Out Mortgage Fraud
		● Bait & Switch Tactics
		● Predatory Underwriting

Veronica A. Williams

VS

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

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

SOURCES OF INFO

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

**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 3rd day of April 2017, a true and correct copy of the Response to Briefings in Opposition was served upon the parties below via U.S. Mail addressed to:

Via U.S. Mail & via Email

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Email is not considered received until recipient replies with a message.

Respectfully submitted,



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April 11, 2017

WAW

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DISTRICT OF NEW JERSEY
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