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APR 17 2017

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

AT 8:30 _____M
WILLIAM T. WALSH, CLERK

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**NEW JERSEY RELEASES NEW
CASE FILES:**

Case Docket No. ESSX L – 004753-13

Case Docket No. F – 000839-13

Case Docket No. ESSX L – 000081-11

**MORE CASE FILES AVAILABLE FOR PLAINTIFF’S ACTIONS FROM
NEW JERSEY HALL OF RECORDS**

More Filings Heretofore Unbeknownst to Plaintiff

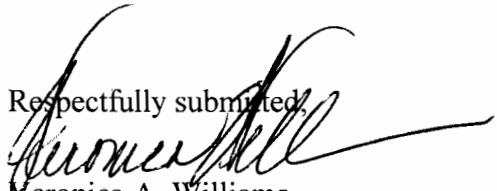
The Plaintiff has learned that several documents with significant changes have been added to the State of New Jersey case files. Additionally, the Plaintiff has gained access to case files that heretofore, were not available to her. These files are included in Attachments I, II and III. The case documents for the foreclosure – Case Docket No. F – 000839-13 – display a Legal Competitive Match of *Generating Billable Hours* rather than a search for the truth. The Plaintiff copied 411 pages which is only about one half of the foreclosure case file. It appears that documents that had “gone missing” are in the case files. Also, documents are missing from the case files. We shall review and present these documents in a separate filing with the U.S. District Court of New Jersey.

The Court should note that articles and other documents included herein – and already submitted – that do not meet the Federal Rules of Evidence will be corroborated by witness testimony. The Plaintiff will add witnesses who shall confirm, explain or refute issue identified in the case documents.

The Plaintiff expects a long trial. Please be aware that hearings begin in June for a case for which the Plaintiff is the Arbitrator Chairperson.; the arbitration is scheduled to last beyond September 2017.

Please note that the Plaintiff has filed the Appeal to the New Jersey Supreme Court a second time in hopes that people will stop banging violently on her front door and from stalking her home. Her hope is that the filing will remove allow her to live safely until her case is finally heard in the U.S. District Court by a jury. Plaintiff responded last year to the notice received 3/28/16 from the New Jersey Superior Court Appellate Division (Attachment IV). She then appealed to the New Jersey Supreme Court. The U.S. certified mail was received but has not been found by the State of New Jersey. The Plaintiff has re-filed the appeal with the New Jersey Supreme Court and is waiting for a letter the clerk's office cannot send via email or facsimile but has promised to send via US Mail.

Respectfully submitted,



Veronica A. Williams

Per Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

StopFraud@vawilliams.com

(202) 486-4565

April 13, 2017

ATTACHMENT I
CASE FILES – Case Docket No. ESSX L – 004753-13

Documents from the case file (95 pages) were collected and presented in an April 2016 filing. Last week, the Plaintiff found new documents in the case file (27 pages). The new documents are enclosed. All documents can be found in the list of documents that the Plaintiff has filed with the U.S. District Court of New Jersey which can be downloaded at <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

ATTACHMENT II
CASE FILES – Case Docket No. F – 000839-13

The case files show hyper aggressive filings by the defendants that ignored the problems with the validity and administration of this mortgage. The Plaintiff expects to find the documents presented when she was deposed in 2014 with forged signatures and actions that should be in violation of FDIC's cease and desist order.

Over 400 copies of documents, about half of all documents, were retrieved from the case files. The Plaintiff will retrieve the remaining documents in the case files and review them prior to trial. Documents from this case will be added to <http://finfix.org/proof/ADDL/NJ-Case-No-F-000839-13.pdf> as they are collected.

Here is a list of documents from the case files:

New Jersey Docket No. F-000839-13 ♦ Case File List								
Created Date	Filings	Document Type	Description	Attorney Name	Firm Name	Date	Time	No. Pages
1/9/2013		Complaint	Complaint	Steven K. Eisenberg	Stern & Eisenberg PC			57
1/10/2013		CMPost	NTC: FORECLOSURE DKT # ASGN	Steven K. Eisenberg	Stern & Eisenberg PC			1
5/20/2013		Certifications	Certifications	Steven K. Eisenberg	Stern & Eisenberg PC			1
5/20/2013		Req-Default	REQUEST FOR DEFAULT	Steven K. Eisenberg	Stern & Eisenberg PC			3
5/20/2013		Stips-Sett-Disml	Stips-Sett-Disml	Steven K. Eisenberg	Stern & Eisenberg PC			1
5/20/2013		Return-Service	Return-Service	Steven K. Eisenberg	Stern & Eisenberg PC			2
5/20/2013		Certifications	Certifications	Steven K. Eisenberg	Stern & Eisenberg PC			7
5/20/2013		Certifications	Certifications	Steven K. Eisenberg	Stern & Eisenberg PC			12
6/6/2013		Motion	MOTION TO VACATE	Joshua Denbeaux	Denbeaux & Denbeaux			2
6/6/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux			1
6/6/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux			15
6/6/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux			
6/6/2013		Motion	Motion	Joshua Denbeaux	Denbeaux & Denbeaux			5
6/6/2013		X-Code-Doc	EXHIBIT 1	Joshua Denbeaux	Denbeaux & Denbeaux			123
6/6/2013		X-Code-Doc	DUP EXHIBIT 1	Joshua Denbeaux	Denbeaux & Denbeaux			5
7/9/2013		Obj-Motion	OBJECTION TO MOTION	Steven K. Eisenberg	Stern & Eisenberg PC			69

New Jersey Docket No. F-000839-13 ♦ Case File List								
Created Date	Filings	Document Type	Description	Attorney Name	Firm Name	Date	Time	No. Pages
7/15/2013		X-Code-Doc	MISC BRIEF	Joshua Denbeaux	Denbeaux & Denbeaux			2
8/8/2013		Orders-Signed	Order to Vacate					1
8/9/2013		Answer	Answer	Joshua Denbeaux	Denbeaux & Denbeaux			13
8/9/2013		Answer	Duplicate Answer	Joshua Denbeaux	Denbeaux & Denbeaux			
8/13/2013		CMPost	NTC: ANSWER FILED					1
8/24/2013		CMPost	NTC: CSE MNG					1
8/24/2013		CMPost	CF PROCEEDING					1
8/24/2013		CMPost	NTC: CSE MNG					1
10/3/2013		CMPost	CF PROCEEDING					1
10/3/2013		CMPost	NTC: TRIAL TRIAL SCHD					1
10/3/2013		CMPost	NTC: TRIAL TRIAL SCHD					1
12/11/2013			SUMMARY JUDGMENT	Steven K. Eisenberg	Stern & Eisenberg PC			2
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			4
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			3
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			13
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			15
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			15
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			11
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			11
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			22
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC			6
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC	12/11/13	12:28	16
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC	12/11/13	12:20	2
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC	12/11/13		2
12/11/2013		Motion	Motion	Steven K. Eisenberg	Stern & Eisenberg PC	1/7/14	12:45	157
1/7/2014		Obj-Motion	Obj-Motion	Joshua Denbeaux	Denbeaux & Denbeaux	1/29/14	2:39	28
1/29/2014		Obj-Motion	Obj-Motion					2
3/6/2014		Orders-	Case Mng			10/1/13		2

New Jersey Docket No. F-000839-13 ♦ Case File List								
Created Date	Filings	Document Type	Description	Attorney Name	Firm Name	Date	Time	No. Pages
		Signed	Order					
3/24/2014		Corresp-General	Corresp-General			1/21/14		1
3/25/2014		Adjournment	Adjournment			4/4/14		2
3/31/2014		Orders-Signed	Order Granting Summary Judgement			2/6/14		2
5/29/2014		Orders-Signed	ORDR SUMM JUDG			2/6/14		2
9/17/2014	1	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14		3
9/17/2014	2	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14		2
9/17/2014	3	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14		7
9/17/2014	4	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC	9/17/14		5
9/17/2014	5	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	6	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	7	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	8	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	9	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	10	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	11	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	12	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	13	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	14	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/17/2014	15	Judgments	Final Judg Appl-JudgRes	Steven K. Eisenberg	Stern & Eisenberg PC			
9/23/2014		Obj-Amt-Due	OBJECTION TO AMOUNT DUE	Joshua Denbeaux	Denbeaux & Denbeaux			
9/24/2014		Obj-Amt-Due	OBJECTION TO AMOUNT DUE	Joshua Denbeaux	Denbeaux & Denbeaux			
10/1/2014		Certifications	Certifications	Steven K. Eisenberg	Stern & Eisenberg PC			
10/3/2014		CMPPost	NTC: OBJECTION FILED					
10/3/2014		CMPPost	NTC: OBJECTION FILED					
10/17/2014		Corresp-	Objection Reply					

New Jersey Docket No. F-000839-13 ♦ Case File List								
Created Date	Filings	Document Type	Description	Attorney Name	Firm Name	Date	Time	No. Pages
		General	Letter					
10/27/2014		Corresp-General	Cost Sheet					
10/27/2014		Judgment	UNCONTESTED JUDGMENT			9/17/14		3
10/27/2014		Writ	WRIT OF EXECUTION					4
10/28/2014		CMPPost	NTC: FORECLOSURE			9/17/14		7
10/28/2014		CMPPost	NTC: FORECLOSURE					
5/24/2016		X-Code-Doc	NOTICE OF APPEAL					
5/27/2016		X-Code-Doc	Appellate Div-Motion					
6/23/2016		X-Code-Doc	UPDATE OF FINANCIALS			5/23/16		35
7/13/2016		X-Code-Doc	Copy of fee waiver					
9/7/2016		Motion	RNF-Motion					48
9/14/2016		CORRESP-GENERAL	Clerk's Deficiency Notice			9/2/16		2
Download Case Files at http://finfix.org/proof/ADDL/NJ-Case-No-F-000839-13.pdf								

ATTACHMENT III
CASE FILES – Case Docket No. ESSX L – 000081-11

Last week, the case file that had been archived, was finally made available to the Plaintiff. Documents from this file are enclosed. The Plaintiff was shocked to find that there was not a document regarding the September 2011 hearing, nor were documents included that showed the attorneys complaint about the Court. The defendants' attorneys did not show up at the hearing. This will be further addressed at trial with witness testimony.

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ATTACHMENT IV

Confirmation of the Appellate Appeal Was Filed; Appeal to the NJ Supreme Court "Went Missing".

FILED, Clerk of the Appellate Division, March 28, 2016, A-002981-15

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION

JOSEPH H. ORLANDO
CLERK

JOHN K. GRANT
DEPUTY CLERK

MARIE C. HANLEY
CHIEF COUNSEL



RICHARD J. HUGHES JUSTICE COMPLEX
P.O. BOX 006
TRENTON, NEW JERSEY 08625-0006
(609) 292-4822

Date: March 28, 2016

VERONICA WILLIAMS
541 SCOTLAND ROAD
SOUTH ORANGE, NJ 07079

Re: VERONICA WILLIAMS V. LITTON LOAN SERVICING
Docket No. A-002981-15 TEAM 03

Your Notice of Appeal, which has been filed and given the above docket number, has the following noted deficiencies:

- Failure to complete a Case Information Statement as required by R. 2:5-1. Copies of the form are enclosed. Number 8 must be completed. *copy in 1000-1000-1000*
- Failure to attach a copy of the February 19, 2016 Order appealed from as required by R. 2:5-1. In addition, February 19, 2016 must be indicated on the Notice of Appeal as the Order being appealed (No.7).
- Failure to provide proof of service on all parties listed in the caption. An amended Notice of Appeal setting forth same on Page 2 Box 11 is required. *1000-1000-1000*

If the deficiencies noted above are not corrected within 15 days, the appeal will be subject to dismissal without further notice. Please return a copy of this notice with the corrections to facilitate handling and serve a copy of the corrections on all parties.

JOSEPH H. ORLANDO
CLERK

/yr

Enclosure(s): Notice of Appeal and Civil CIS
cc: Hon. Stephanie Ann Mitterhoff
Duane Morris, LLP
Stern & Eisenberg, PC
Powers Kirn, LLC

**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 13th day of April 2017, a true and correct copy of the Response to Briefings in Opposition was served upon the parties below via email addressed to:

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

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196
Phone (215) 979-1124
Fax (215) 827-5536
siseiden@duanemorris.com

via Email

Evan Barenbaum, Esq
Attorney for Stern & Eisenberg

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

Email is not considered received until confirmation email has been received.
Documents filed are also sent to these parties via the e-filing system used by the US District Court.

Respectfully submitted,



Veronica A. Williams

Per Se Counsel StopFraud@vawilliams.com

/s/ Veronica A. Williams

StopFraud@vawilliams.com

(202) 486-4565

April 13, 2017

WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey DOCKET NO. ESSEX-L-004753-13
U.S. Dept. of Justice Investigation No. 3017165

COPIES FROM CASE FILE

**At Essex County Hall of Records
as of 4/19/16**

DUANE MORRIS LLP

By: Brett L. Messinger
Stuart I. Seiden
30 South 17th Street
Philadelphia, PA 19103-4196
Telephone: 215.979.1000
Facsimile: 215.979.1020
E-mail: blmessinger@duanemorris.com
siseiden@duanemorris.com

*Attorneys for Defendants
Liton Loan Servicing, HSBC Bank USA,
N.A., Freemont Home Loan Trust 2006-C
Mortgage-Backed Certificates, Series
2006-C, Goldman Sachs, Ocwen Loan
Servicing LLC (incorrectly pled as Ocwen)*

VERONICA WILLIAMS

Plaintiff,

v.

LITON LOAN SERVICING, HSBC BANK USA,
N.A., FREEMONT HOME LOAN TRUST 2006-C,
MORTGAGE-BACKED CERTIFICATES, SERIES
2006-C; GOLDMAN SACHS; OCWEN, STERN &
EISENBERG, PC, POWERS KIRN LLC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. L-4753-13

CIVIL ACTION

*Motion
Denied*

COMES NOW, Defendants Liton Loan Servicing
Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C
incorrectly pled as Ocwen) ("Defendants"), by and through
Morris LLP, for their Answer to Complaint asserted by F
states:

AS TO THE JURISDICTION AND VENUE

1. Denied. The allegations in this paragraph are conclusions of law to which no
response is required. By way of further response, Defendants do not reside in the State of New
Jersey.

2. Denied. The allegations in this paragraph are conclusions of law to which no
response is required. By way of further response, Defendants do not reside in the State of New
Jersey.

AS TO THE PARTIES

3. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph. By way of further response, the mortgage at issue is dated March 27, 2006.

4. Denied.

5. Admitted in part and denied in part. The Complaint is a document that speaks for itself. Therefore, Defendants admit so much of the allegations contained in this paragraph as are consistent with the Complaint, and deny so much of the allegations that are not.

6. Admitted in part and denied in part. The Complaint is a document that speaks for itself. Therefore, Defendants admit so much of the allegations contained in this paragraph as are consistent with the Complaint, and deny so much of the allegations that are not.

7. Admitted.

8. Admitted.

9. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

10. Denied.

AS TO THE ALLEGATIONS COMMON TO ALL COUNTS

The Loan Workout Plan Breach

11. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

12. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

13. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

14. Denied.

15. It is admitted that Defendant was delinquent in her mortgage payments.

16. Denied.

17. Denied.

18. Denied.

19. Denied.

20. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph because Plaintiff has failed to state which payments and provide specific dates of the checks Plaintiff alleges were returned.

21. Denied.

22. Denied.

23. Denied.

24. Denied.

25. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

26. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

27. Denied.

28. Denied.

29. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

30. Denied.

31. Admitted in part and denied in part. The Complaint is a document that speaks for itself. Therefore, Defendants admit so much of the allegations contained in this paragraph as are consistent with the Complaint, and deny so much of the allegations that are not.

AS TO FEMA BACKGROUND CHECK DISRUPTION

32. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

33. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

34. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

35. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

36. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

37. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

38. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

AS TO COUNT I

VIOLATION OF

39. Defendants incorporate herein by reference each and every response contained in preceding paragraphs.

40. Denied.

41. Denied.

42. Denied. Defendants deny the allegations contained in this paragraph because after reasonable investigation, it is without information sufficient to form a belief as to the truth of the allegations in this paragraph.

43. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

44. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

45. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

AS TO COUNT II

VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)

(All Defendants)

46. Defendants incorporate herein by reference each and every response contained in preceding paragraphs.

47. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

48. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

49. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

50. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

51. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

52. Denied. There are no John Does I-X plead in the caption of the Complaint.

53. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

AS TO COUNT III

BREACH OF CONTRACT

(All Defendants)

54. Defendants incorporate herein by reference each and every response contained in preceding paragraphs.

55. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

56. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

57. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

58. Admitted in part and denied in part. It is admitted that the owner of the loan is HSBC Bank USA, N.A. as Trustee for Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C. All other allegations in this paragraph are denied.

59. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

60. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

61. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

62. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

63. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

AS TO COUNT IV

INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

(All Defendants)

64. Defendants incorporate herein by reference each and every response contained in preceding paragraphs.

65. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

66. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

67. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

68. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

69. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

70. Denied. The allegations in this paragraph are conclusions of law to which no response is required.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief may be granted.
2. Plaintiff's claims are barred, in whole or in part, because Plaintiffs did not rely upon any alleged misrepresentations.
3. Plaintiff's claims are barred, in whole or in part, because Plaintiff did not exercise reasonable care to discover any information allegedly concealed or withheld from him.
4. Plaintiff's claims are barred, in whole or in part, because Plaintiffs have waived and/or released such claims.
5. Plaintiff's claims are barred by the applicable Statute of Limitations.

6. To the extent Plaintiff has suffered any damages, all such allegations being specifically denied, Plaintiff has failed to mitigate his alleged damages.

7. Any damages allegedly suffered by Plaintiff, all such allegations being specifically denied, were not factually or proximately caused by any act or omission of Defendants.

8. Plaintiff has suffered no damages as the result of Defendants alleged conduct.

9. Plaintiff's claims are barred, in whole or in part, by the terms of the written agreements between the parties.

10. Plaintiff's claims are barred, in whole or in part, because Defendants have breached no obligations or duties owed to Plaintiff.

11. Plaintiff's damages, if any, are *de minimis*.

12. Plaintiff's claims are barred, in whole or in part, because no conduct of Defendants was misleading or outside the norm of reasonable business practice, which would victimize the average consumer.

13. Plaintiff's claims are barred, in whole or in part, because no fraud in the execution or consideration of any contract exists as contemplated by N.J. Stat. § 2A:32-1.

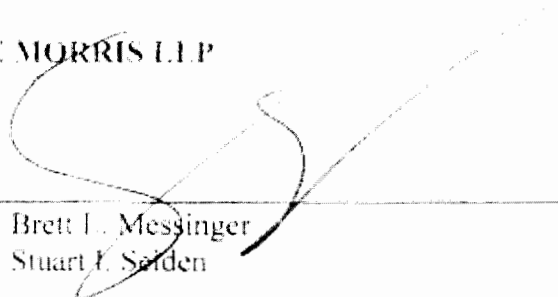
14. Plaintiff's claims are barred by the applicable Statute of Limitations.

15. Plaintiff's claims are barred by Res Judicata and/or Collateral Estoppel.

WHEREFORE, Defendants demand judgment against Plaintiff dismissing the Complaint with prejudice, and awarding costs of suit, including attorneys' fees, and all other relief this Court may deem equitable and just.

Dated: November 4, 2013

DUANE MORRIS LLP



By: Brett L. Messinger
Stuart J. Selden

*Attorneys for Defendants Litton Loan Servicing,
HSBC Bank USA, N.A., Fremont Home Loan Trust
2006-C Mortgage-Backed Certificates, Series 2006-
C, Goldman Sachs, Owen Loan Servicing LLC
(incorrectly pled as Owen)*

DESIGNATION OF TRIAL COUNSEL

Brett L. Messinger is hereby designated as trial counsel for Defendants.

RULE 1:38-7(c) CERTIFICATION

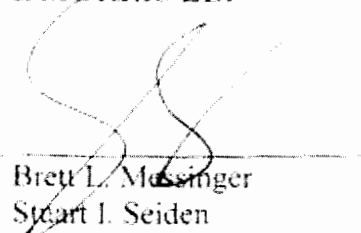
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

RULE 4:5-1 CERTIFICATION

I hereby certify that, to the best of the undersigned's knowledge, the matter in controversy is not the subject of any other action pending in any Court or in a pending arbitration proceeding, and no other action or arbitration proceeding is presently contemplated other than the foreclosure action docketed as F-839-13. I further certify, upon information and belief, that at this time Defendants are unaware of any other parties that must be joined in this action.

Dated: November 4, 2013

DUANE MORRIS LLP


By: Brett L. Messinger
Stuart I. Seiden
30 South 17th Street
Philadelphia, PA 19103
(215) 979-1000

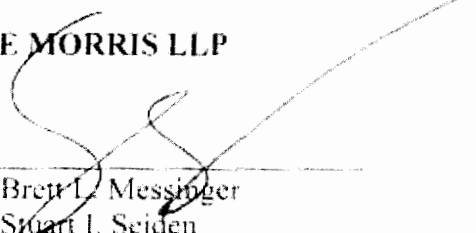
Attorneys for Defendants Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen Loan Servicing LLC (incorrectly pled as Ocwen)

R.4:18-2 DEMAND FOR PRODUCTION OF DOCUMENTS REFERRED TO IN THE COMPLAINT

PLEASE TAKE NOTICE that, pursuant to R. 4:18-1, Defendants hereby demands that Plaintiff produce, within five days after service of this demand, all documents referred to in the Complaint.

Dated: November 4, 2013

DUANE MORRIS LLP


By: Brett L. Messinger
Stuart I. Seiden
30 South 17th Street
Philadelphia, PA 19103
(215) 979-1000

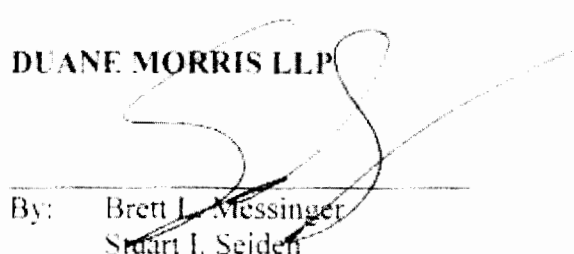
Attorneys for Defendants Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, Goldman Sachs, Ocwen Loan Servicing LLC (incorrectly pled as Ocwen)

4:5-2 DEMAND FOR STATEMENT OF DAMAGES

PLEASE TAKE NOTICE that, pursuant to R. 4:5-2, Defendants hereby demands that Plaintiff produce, within 5 days after service of this demand, a statement of damages in this matter.

Dated: November 4, 2013

DUANE MORRIS LLP



By: Brett J. Messinger
Stuart I. Seiden
30 South 17th Street
Philadelphia, PA 19103
(215) 979-1000

Attorneys for Defendants Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs; Owen Loan Servicing LLC (incorrectly pled as Owen)

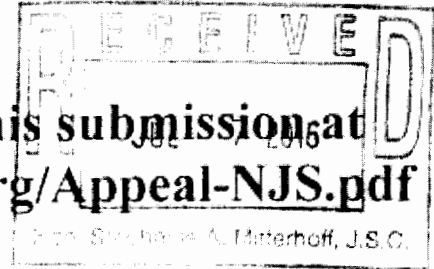
Veronica Ann Williams

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

July 2, 2016

Supreme Court of New Jersey
 Appellate Division Clerk's Office
 P.O. Box 970
 Trenton, New Jersey, 08625

Download this submission at
www.FinFix.org/Appeal-NJS.pdf



Subject: Appeal of Cases DOCKET No. ESSEX-L-004753-13 & Docket No. ESSEX-F - 000839-13

To The Supreme Court of New Jersey,

I am appealing both cases listed above and requesting a jury trial by September. There are many reasons that justify why a jury trial should be granted immediately *with my original claim against all defendants*. Here are just two: I have been denied due process and, two defendants have recent Federal settlements that include the same charges that I levied in this case.

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

This submission includes an excerpt of the 2 appeals filed with the Superior Court of New Jersey Appellate Division (Appeals Court). As instructed by the Court, each has been reduced. The 25 page target has been met by submitting a total of 50 pages for both documents. One appeal was reduced to 21 pages, and the other to 28 pages. Attachment I proves that each appeal was received by the Appeals Court. Yet only 1 appeal was assigned a case number. Critical documents to which I have been made privy or that I filed are listed below. Hyperlinks to download these documents are also provided.

No. Pgs	Documents	Download
33	Appeal F - 000839-13	http://www.finfix.org/Appeal-NJF.pdf
59	Appeal L - 004753-13	www.FinFix.org/Appeal-NJ.pdf
118	Enclosures	www.FinFix.org/Appeal-Encl-NJ.pdf
93	Case Files	www.FinFix.org/CaseFiles-NJ.pdf
750	Discovery	http://www.finfix.org/proof/BD/Motion-for-Proof-Hearing_SHARED.pdf
205	Motion for Proof Hearing	http://finfix.org/proof/BD/Discovery-Documents_ALL_11-18-14.pdf
1,258	TOTAL	
PLEASE NOTE THIS IS LESS THAN 2% OF THE DOCUMENTATION ASSOCIATED WITH THIS CASE.		

**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 2 of 4

Both cases are fraught with improprieties. Several actions by the NJ Courts constitute a quantum miscarriage of justice.

I only learned when I called the Appeals Court a few days ago that my appeal had been denied and my second appeal had not been recorded. This request is that the Supreme Court grant the Leave of Motion filed for DOCKET No. ESSEX-L-004753-13 and the appeal filed for the overturn of Docket No. ESSEX-F – 000839-13.

The defendants initiated their fraud against me a decade ago. They have successfully protracted my legal effort since 2009. The failure to grant me a speedy trial is a travesty. My health and finances have been decimated by the defendants. I want a decision on this appeal this month and a trial no later than the end of September. **Otherwise, I have no choice but to remove these cases to the Federal courts.**

I am scheduled to hear a case in September so we will need to hold scheduling conference call soon to schedule the trial for this appeal.

If you require additional information or have questions please contact me by email at StopFraud@vawilliams.com or by phone at 973-715-8580.

Since the NJ courts have failed to notify me of most critical dates and matters, please send your response by email to StopFraud@vawilliams.com or via facsimile to 888-492-5864,

Thank you.

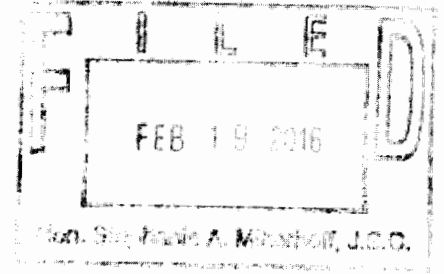


Veronica Williams
Plaintiff & Owner of 541 Scotland Road since 1983

Attachment and Enclosures

cc without enclosures (parties have already received enclosures):

David M. Lambropoulos, Stern & Eisenberg, PC via US certified mail & via email
Superior Court of New Jersey, Essex County Veterans Courthouse, Room 131 via US Mail
Judge Stephanie Ann Mitterhorf via facsimile to
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



DUANE MORRIS LLP

By: Brett L. Messinger (035631991)
Stuart I. Seiden (004942006)
Kelly K. Bogue (132012014)

30 South 17th Street
Philadelphia, PA 19103-4196
Telephone: 215.979.1000
Facsimile: 215.979.1020
E-mail: blmessinger@duanemorris.com
siseiden@duanemorris.com
kkbogue@duanemorris.com

*Attorneys for Defendants Litton Loan Servicing,
HSBC Bank USA, N.A., Freemont Home Loan Trust
2006-C Mortgage-Backed Certificates, Series 2006-
C; Goldman Sachs; Owen Loan Servicing LLC
(incorrectly pled as Owen)*

VERONICA WILLIAMS

Plaintiff.

v.

LITTON LOAN SERVICING, HSBC BANK USA,
N.A., FREEMONT HOME LOAN TRUST 2006-C
MORTGAGE-BACKED CERTIFICATES, SERIES
2006-C; GOLDMAN SACHS; OCWEN, STERN &
EISENBERG, PC, POWERS KIRN LLC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. 1-015619-13

CIVIL ACTION

ORDER

L-4753-13

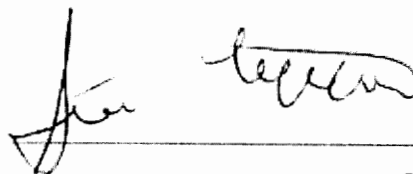
THIS MATTER having been opened to the Court by Duane Morris LLP, counsel for Defendants Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs; and Owen Loan Servicing LLC (incorrectly pled as Owen) (collectively, "Defendants"), for entry of an order reopening Counts II and III and granting summary judgment in favor of Defendants on these two remaining counts (the "Motion"), and for other such relief as the Court deems equitable and just.

AND the Court having read and considered the pleadings herein, and any opposition papers filed in connection with the aforesaid application, and having heard the arguments of all parties:

AND for the reasons set forth on the record before the Court, and for good cause otherwise having been shown:

IT IS on this 19th day of February, 2016 ORDERED:

1. The Clerk's office REOPEN Counts II and III of this action;
2. Defendants' Motion is GRANTED *in part and denied in part.*
3. Summary judgment is entered in favor of Defendants *other than Lydon* on Counts II and III; and
4. A copy of this Order shall be served on all parties within seven (7) days of its receipt by counsel.



Hon. Stephanie A. Mitterhoff, J.S.C.

Opposed

Unopposed

*For the reasons set forth in the attached
Opinion*

899
SAV03
2-19-16
N

DUANE MORRIS LLP

By: Brett L. Messinger (035631991)
Stuart I. Seiden (004942006)
Kelly K. Bogue (132012014)

30 South 17th Street
Philadelphia, PA 19103-4196
Telephone: 215.979.1000
Facsimile: 215.979.1020
E-mail: blmessinger@duanemorris.com
siseiden@duanemorris.com
kkbogue@duanemorris.com

*Attorneys for Defendants Litton Loan Servicing,
HSBC Bank USA, N.A., Freemont Home Loan Trust
2006-C Mortgage-Backed Certificates, Series 2006-
C, Goldman Sachs, Ocwen Loan Servicing LLC
(incorrectly pled as Ocwen)*

VERONICA WILLIAMS,

Plaintiff,

v.

LITTON LOAN SERVICING, HSBC BANK USA,
N.A., FREEMONT HOME LOAN TRUST 2006-C
MORTGAGE-BACKED CERTIFICATES, SERIES
2006-C; GOLDMAN SACHS; OCWEN, STERN &
EISENBERG, PC, POWERS KIRN LLC.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

DOCKET NO. L-4753-13

CIVIL ACTION

**NOTICE OF DEFENDANTS' MOTION
TO REOPEN COUNTS II AND III AND
FOR SUMMARY JUDGMENT**

TO: Josh Denbeaux, Esquire
Denbeaux & Denbeaux
366 Kinderkamack Road
Westwood, NJ 07675
Counsel for Plaintiff

PLEASE TAKE NOTICE that the undersigned attorneys for Defendants, Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs; Ocwen Loan Servicing LLC (incorrectly pled as Ocwen) ("Defendants"), shall move before the Superior Court of New Jersey, Essex County, Wilentz Justice Center, 212 Washington Street, Newark, NJ 07102, on February 19, 2016 at 9:00

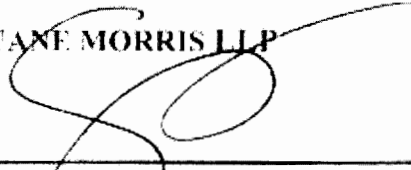
a.m., or as soon thereafter as the matter can be heard, for an Order reopening Counts II and III and granting Defendants Summary Judgment on those remaining counts.

PLEASE TAKE FURTHER NOTICE, that Plaintiff requests oral argument if timely objection is made to the within application, and will rely on the accompanying Certification of Kevin Flannigan, Certification of Stuart I. Seiden, and Brief in Support of Motion for Summary Judgment. A proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE, that this Motion is made pursuant to R. 1:6-2 and that the Court, in its discretion, may enter the proposed form of Order submitted herewith if opposition to the Motion is not filed with the Court and served on the moving party at least ten (10) days prior to the return date of the Motion in accordance with R. 1:6-3.

Respectfully submitted,

DUANE MORRIS LLP



By: Brett L. Messinger
Stuart I. Seiden
Kelly K. Bogue
30 South 17th Street
Philadelphia, PA 19103
Telephone: 215.979.1000

Attorneys for Defendants Litton Loan Servicing, HSBC Bank USA, N.A., Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs, Owen Loan Servicing LLC (incorrectly pled as Owen)

Dated: January 22, 2016

Veronica Williams, Pro Se

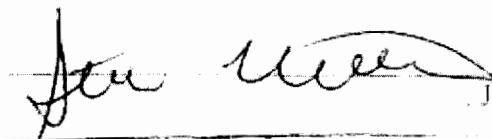
VERONICA WILLIAMS	SUPERIOR COURT OF NEW JERSEY
Plaintiff,	ESSEX COUNTY
	LAW DIVISION
vs.	DOCKET NO. L-000081-11
	L-4753-13
LITTON LOAN SERVICING L.P.	CIVIL ACTION
	ORDER
Defendant	

THIS MATTER having been brought before the Court by Plaintiff, Veronica Williams AND the Court having considered the moving papers and for other good cause shown.

IT IS ORDERED on this 4th day of March

2011 that the Plaintiff's Motion to Amend the Complaint is ~~GRANTED~~ partially granted

Ordered: Plaintiff is permitted to amend to include the following Causes of action against Litton


J.S.C.
Hon. Stephanie A. Mitterhoff, J.S.C.

only: Common Law Fraud, Negligent Misrepresentation, Bad Faith and Tortious Interference with Contract.

Further Ordered: No new Causes of action may be brought against any other Defendant, as the Court has dismissed all parties, except for Litton, from this case.

Veronica Williams, Pro Se

VERONICA WILLIAMS	:	SUPERIOR COURT OF NEW JERSEY
		ESSEX COUNTY
Plaintiff,	:	LAW DIVISION
	:	
vs.	:	DOCKET NO: L-000081-11
	:	
	:	CIVIL ACTION
LITTON LOAN SERVICING L.P.:	:	
	:	
Defendant,	:	NOTICE OF MOTION TO AMEND
	:	PLAINTIFF'S COMPLAINT

TO:

Litton Loan Servicing, L.P.
820 Bear Tavern Road
West Trenton, NJ 08628

Goldman Sachs Co.
820 Bear Tavern Road
West Trenton, NJ 08628

PLEASE TAKE NOTICE, that on Friday, August 5th 2011 at 9:00 a.m., or as soon thereafter as Plaintiff may be heard, shall move before the Superior Court of New Jersey, Law Division, Essex County, 50 West Market Street, Newark, New Jersey for an order granting Plaintiff's Motion to Amend the Complaint.

PLEASE TAKE FURTHER NOTICE that in support of said application, Veronica Williams shall rely on the attached certifications and memorandum of law.

A proposed form of Order is annexed.

If opposition is filed, then oral argument is hereby requested.

Date: August 1, 2011

By: 
Veronica Williams, Pro Se

March 18, 2015

Judge Stephanie Ann Mitterhoff
Superior Court of New Jersey
Essex County Historic Courthouse, 1st Floor
470 Dr. Martin Luther King Jr. Boulevard
Newark, NJ 07102

2015 MAR 23
10:10 AM
STEPHANIE ANN MITTERHOFF
SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY HISTORIC COURTHOUSE
470 DR. MARTIN LUTHER KING JR. BOULEVARD
NEWARK, NJ 07102

Subject: Thank You for Cancelling the Case Management Conference
Case Docket ESSEX L - 004753-13

Sent via Facsimile to 973-424-2437 - 1 page

Dear Judge Mitterhoff:

Thank you for cancelling the Case Management meeting. Your letter dated March 9, 2015 was en route via US Mail as I responded to your March 5, 2015 letter. If court procedures allow, I prefer to be contacted (in order of preference) via:

- 1. Email StopFraud@vawilliams.com
- 2. Facsimile 888-492-5864
- 3. Mail PO Box 978, South Orange, NJ 07079-0978

I am still on disability and do not have the funds nor endurance to get to the PO Box often. For privacy, I do not have important, personal mail delivered to my home.

I will contact you and the Court Clerk' Office as soon as my doctors clear me to proceed.

Sincerely,



Veronica Williams
Plaintiff & NJ Longtime Citizen

cc: William Carlin, Administrative Supervisor, Superior Court Clerk's Office
New Jersey Office of the Governor via email to
Superior Court Clerk of Essex County Vicinage

Forward
to Judge
Stephanie Ann
Mitterhoff

Veronica Ann Williams

Mailing Address: P.O. Box 976 * South Orange, NJ 07079-0976
Residence – NO MAIL: 641 Scotland Road * South Orange, NJ 07079-3009

March 16, 2015

Judge Stephanie Ann Mitterhoff
Superior Court of New Jersey
Essex County Historic Courthouse, 1st Floor
470 Dr. Martin Luther King Jr. Boulevard
Newark, NJ 07102

Subject: Scheduling Case Management Conference
Case Docket ESSEX L - 004753-13

Sent via Facsimile to 973-424-2437 - 5 pages

Dear Judge Mitterhoff:

The purpose of this letter ***is to reiterate that I will not participate in the March 25, 2015 or other meetings about this case until my doctors clear me to do so.***

I will not put my life at risk by ignoring my doctors' orders and attending meetings about this case. The stress from the deceptive and unfair actions by, and on behalf of, the defendants have taken their toll again. For the first time since I was hospitalized due to the stress of this case in 2012, and after 3 years of improvement, my blood pressure is again dangerously high and my medication has *increased*. After Denbeaux and Donbeaux took over my case, my blood pressure normalized and most of my medication was *eliminated*. That did not last long. As discovery was extended, my mediation was never scheduled, I was given false information and my attorneys withdrew, my health recovery, while steady, was brought to a halt. Actions that had started in July 2014 escalated and caused a severe reversal in my health. All this took place between July and December 2014.

By January 2015, a few doctors had warned me that the stress of working on this case is harming my health and I should stop. One even gave me a prescription. This information is included in my Motion for Proof hearing. The stress was caused by what I considered underhanded actions by the attorneys and stifling court procedure. The chart and prescription from the Motion for Proof Hearing show why (p. 13, submitted 2/20/15, [download](#)). While there have been several inappropriate actions and damaging consequences during my 6-year dispute with the defendants, just a few are highlighted below:

- Blood Pressure and medicine increased first time since 2012 (see Attachment)
- I complied with the defendants' request for 5 doctors (see my Witness List); Multiple doctors are ready and anxious to testify, particularly since their examinations and battery of tests confirm the defendants' actions put my life in danger.
- People attempted to get my confidential information from my associates in a threatening manner. More than one of them is on my list of witnesses ([click for Witness List](#))

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

March 24, 2015

TO: Superior Court of New Jersey

FROM: Veronica A. Williams, Plaintiff

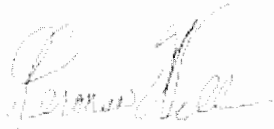
SUBJECT: NJ Superior Court Case ESSEX-L-004753-13

I was denied mediation. Now I have been denied a Proof Hearing.

Why?

I much prefer that you respond via facsimile to 888-492-5864 or via email StopFraud@vawilliams.com. If you must respond via US Mail, please use the enclosed envelope.

Thank you.



cc: Judge Stephanie Ann Mitterhoff
Judge Dennis F. Carey, III
NJ Office of the Governor
NJ Superior Court Clerk c/o William Carlin
Stuart Seiden, Duane Morris

COPIES FROM CASE FILE

**At Essex County Hall of Records
as of 4/6/17**

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

COURT TELEPHONE NO. (973) 693-5529
COURT HOURS

TRACK ASSIGNMENT NOTICE

DATE: JANUARY 04, 2011
RE: WILLIAMS VS LITTON (ORD SERVICE)
DOCKET: ESX L-000081 11

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 30 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JAMES S. RUTENSCCHILD JR.

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 034
AT: (973) 693 6459 EXT 8527.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
PETITION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PARTIES MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.1:5A-2.

ATTENTION:

VERONICA WILLIAMS
P.O. BOX 978
SOUTH ORANGE NJ 07079

JEXX34

Veronica Williams, Pro Se

VERONICA WILLIAMS	:	SUPERIOR COURT OF NEW JERSEY
		ESSEX COUNTY
Plaintiff.		LAW DIVISION
vs.		DOCKET NO.: L-000081-11
		CIVIL ACTION
LITTON LOAN SERVICING L.P.		COMPLAINT AND JURY DEMAND
Defendant.	:	

Plaintiff, Veronica Williams, residing at 541 Scotland Road, South Orange, NJ 07079-3009, by way of complaint herein says:

1. Ms. Williams lives at 541 Scotland Road, South Orange, NJ 07079-3009. 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.
2. Defendant, Litton Loan Servicing L.P. (herein after "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.¹ The modification department being located at 4828 Loop Central Drive, Houston, Texas 77081.
3. With regard to Mrs. William's home, she has owned and lived in the property since August 1983, for more than twenty-seven (27) years. Upon

BATCH # 423 FILED 12/22/10
 CHECK/RECEIPT# 1106 AMT 900-

¹ <https://www.littonloan.com/contactus.asp>

DEC 22 2010

purchasing the property, she took out a mortgage, which she refinanced on more than one occasion.

4. In 2008, the defendant bought Mrs. Williams's loan from Fremont Mortgage (herein after "Fremont"), the previous loan holder.
5. In November 2008, Ms. Williams requested a modification from the defendant. The defendant assured Ms. Williams that a modification would be forthcoming upon receiving certain documents from her.
6. Shortly thereafter, on or around February 2009, Ms. Williams sent a formal, written modification request that included documents requested by the defendant.
7. In February and March 2009, Ms. Williams wrote Litton regarding a modification. See Exhibit A and B.
8. 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 get a federal modification, they would grant her a modification.
9. 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 Exhibit C.
10. 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 Exhibit C.

11. 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.
12. 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.
13. Ms. Williams made payments to the defendant according to the loan workout plan.
14. 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 Exhibit D.
15. In August 2009, the defendant returned her checks, which had been sent to comply with the workout plan.
16. 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.

17. 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 paid her non-secured debt to improve her credit rating.
18. 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 Exhibit E.
19. 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 Exhibit F.
20. At least two of the payments were received and cashed after the defendant's foreclosure summary judgment was granted against Ms. Williams.
21. 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.
22. On or around January 17, 2010, Ms. Williams wrote a letter to the defendant reiterating the urgency of a modification. See Exhibit G.

23. Ms. Williams informed Homeland Security that she would be granted a modification by the latest February, based upon the defendant's representations to her.
24. 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 Exhibit H.
25. In February, the defendant cashed her last "Trial Period Payment," but never gave her a modification as promised.
26. Instead they sent her another revised loan workout plan dated March 16, 2010 with higher "Trial Period Payments" of \$3,333.55. See Exhibit I.
27. 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.
28. 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 Exhibit J.

COUNT ONE
(Breach of Contract)

1. Ms. Williams repeats and re-alleges all paragraphs above as if fully set forth herein.
2. In the making, performance and enforcement of the mortgage in dispute, the defendant violated the duty of good faith and fair dealing that arises in all contracts as more fully set forth in the factual allegations above.
3. The defendant acted at all times relevant with bad motives or intentions and contrary to the reasonable expectations of Ms. Williams.
4. The conduct of the defendant deprived Ms. Williams of the benefit of the bargain originally intended by the parties.
5. Ms. Williams relied to her detriment on the defendant's misleading assertions and conduct.

WHEREFORE, Ms. Williams requests judgment against the defendant for:

- A. Compensatory damages
- B. Actual and Punitive damages;
- C. Reasonable reliance;
- D. Attorney's fees and costs of suit; and
- E. Any further relief which the court may deem just and proper.

COUNT TWO
(Common Law Fraud)

1. The defendant made material misrepresentations of a presently existing or past fact;

2. With the knowledge or belief of its falsity and an intention that Ms. Williams would rely on it.
3. Ms. Williams reasonably relied on the defendant's representations.
4. Resulting in damages.

WHEREFORE, Ms. Williams requests judgment against defendant for

- A. Treble damages;
- B. Punitive Damages;
- C. Actual Damages;
- D. Compensatory Damages;
- E. Attorney's fees and costs of suit; and
- F. Any further relief which the court may deem just and proper.

**COUNT THREE
(Consumer Fraud)**

1. Defendant repeats and re-alleges all paragraphs above as if fully set forth herein.
2. The defendant engaged in unconscionable commercial practices, deception, fraud, false pretense, false promise and/or misrepresentations with regard to the subject mortgage more specifically set forth in the factual allegations above.
3. Alternatively, or in addition, the defendant engaged in acts of omission, including but not limited to knowing concealment, suppression and omissions of material facts in connection with the subject mortgage more specifically set forth in the factual allegations above.
4. The foregoing acts by the defendant constitute violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2 et seq., as a result of which Mrs. Williams suffered ascertainable loss.

2. With the knowledge or belief of its falsity and an intention that Ms. Williams would rely on it;
3. Ms. Williams reasonably relied on the defendant's representations;
4. Resulting in damages.

WHEREFORE, Ms. Williams requests judgment against defendant for:

- A. Treble damages;
- B. Punitive Damages;
- C. Actual Damages;
- D. Compensatory Damages;
- E. Attorney's fees and costs of suit; and
- F. Any further relief which the court may deem just and proper.

**COUNT THREE
(Consumer Fraud)**

1. Defendant repeats and re-alleges all paragraphs above as if fully set forth herein.
2. The defendant engaged in unconscionable commercial practices, deception, fraud, false pretense, false promise and/or misrepresentations with regard to the subject mortgage more specifically set forth in the factual allegations above.
3. Alternatively, or in addition, the defendant engaged in acts of omission, including but not limited to knowing concealment, suppression and omissions of material facts in connection with the subject mortgage more specifically set forth in the factual allegations above.
4. The foregoing acts by the defendant constitute violations of New Jersey's Consumer Fraud Act, N.J.S.A. 56:8-2 at seq., as a result of which Mrs. Wallace suffered ascertainable loss.

WHEREFORE, Ms. Williams requests judgment against the defendant for:

- A. Compensatory damages
- B. Actual and Punitive damages;
- C. Reasonable reliance;
- D. Attorney's fees and costs of suit; and
- E. Any further relief which the court may deem just and proper.

COUNT FOUR
(Negligent Misrepresentation)

1. The defendant intentionally and falsely told Ms. Williams to stop payments on her mortgage to qualify for a modification;
2. The defendant intentionally and falsely told Ms. Williams she would be granted a modification; and
3. Ms. Williams relied on this information to her detriment.

WHEREFORE, Ms. Williams requests judgment against the defendant for:

- A. Compensatory damages
- B. Actual and Punitive damages;
- C. Reasonable reliance;
- D. Attorney's fees and costs of suit; and
- E. Any further relief which the court may deem just and proper.

COUNT FIVE
(Bad Faith)

1. Plaintiff repeats all of the allegations contained in Count one as if fully set forth herein.
2. The defendant had a duty to provide Ms. Williams with truthful information;

3. The defendant breached its duty when it told Ms. Williams to stop payments on her mortgage in order to qualify for a modification;
4. The defendant further breached its duty to Ms. Williams by misleading her to believe she would be granted a modification;
5. As a result of the defendants' breach, the plaintiff has suffered an ascertainable loss of money and interest. In addition, plaintiff has suffered numerous financial damages that could have been prevented had the defendant been truthful with Ms. Williams.
6. The defendant exhibited bad faith by essentially setting Ms. Williams up for a default.

WHEREFORE, plaintiff requests judgment against defendant for:

- A. Compensatory damages;
- B. Punitive Damages;
- C. Attorney's fees and costs of suit; and
- D. Any further relief which the court may deem just and proper.

COUNT SIX

(Tortious Interference with Contract)

1. Defendant repeats and re-alleges all paragraphs above as if fully set forth herein.
2. A contract existed between Ms. Williams and the defendant;
3. The modification department interfered with this contract by telling her to stop making monthly payments for two months in order to qualify for a modification;

4. The defendant acted with malicious intent to harm Ms. Williams by leading her to believe she would be granted a modification if she stopped making monthly payments, when in fact, they had no intention of granting her one.
5. The defendant knew it was giving Ms. Williams false information;
6. Because the defendant intentionally directed Ms. Williams to stop making monthly payments, the defendant declared Ms. Williams in default and filed for foreclosure.

WHEREFORE, Ms. Williams requests judgment against the defendant for:

- A. Compensatory damages
- B. Actual and Punitive damages;
- C. Reasonable reliance;
- D. Attorney's fees and costs of suit; and
- E. Any further relief which the court may deem just and proper.

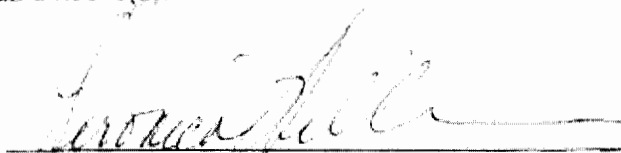
CERTIFICATION OF NO OTHER ACTIONS

I certify that the dispute about which I am suing is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a party to this lawsuit. I recognize my continuing obligation to file and serve in all parties and the court an amended certification if there is a change in the facts stated in this original certification.

JURY DEMAND

Ms. Williams demands a trial by a jury on all the triable issues of this complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 1:4-35-1(a).

Dated: 12/07/10

A handwritten signature in black ink, appearing to read "Veronica Williams", written over a horizontal line.

Veronica Williams
Pro Se

Veronica Williams, Pro Se

VERONICA WILLIAMS Plaintiff, vs. LITTON LOAN SERVICING L.P. Defendant(s).	: : : : : : : : :	SUPERIOR COURT OF NEW JERSEY ESSEX COUNTY LAW DIVISION DOCKET NO.: L-000081-11 CIVIL ACTION CERTIFICATION
---	---	---

1. I am Veronica Williams and I am the plaintiff in the above-titled action. As such, I am fully familiar with the facts and circumstances of this case.
2. I live at 541 Scotland Road, South Orange, NJ 07079-3009. I own a firm that once held Federal GSA Schedules. However, as stated in more depth below, I am now unemployed due to the defendant's actions.
3. Defendant, Litton Loan Servicing L.P. (herein after "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.¹ The modification department being located at 4828 Loop Central Drive, Houston, Texas 77081.
4. With regard to my home, I have owned and lived in the property since August 1983, for more than twenty-seven (27) years. Upon purchasing the property, I took out a mortgage, which I refinanced on more than one occasion.
5. In 2008, the defendant bought my loan from Fremont Mortgage (herein after "Fremont"), the previous loan holder.

¹ <https://www.littonloan.com/contactus.asp>

DEC 22 2010

[Faint signature or stamp]

6. In November 2008, I requested a modification from the defendant. The defendant assured me that a modification would be forthcoming upon receiving certain documents from me.
7. Shortly thereafter, on or around February 2009, I sent a formal, written modification request that included documents requested by the defendant.
8. In February and March 2009, I wrote Litton regarding a modification. See Exhibit A and B.
9. In March 2009, the defendant advised me to stop making payments for at least three months because, according to Litton, I had to be in arrears in order to qualify for a modification. The defendant also told me that if I was denied a federal modification, they would grant me a modification.
10. On or around July 1, 2009, the defendant sent me a loan workout plan that did not accurately reflect the terms I 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 Exhibit C.
11. 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 my current interest rate, seven percent. See Exhibit C.
12. I signed and returned the loan workout plan as soon as possible because I was seeking a job with Homeland Security and a renewal of my GSA contract with the government that was predicated on me successfully passing a security clearance. In order to pass the security clearance, I needed to have a good credit record. However, to even get to this

point, I had to invest several years building a reputation by conducting work for the government and private companies.

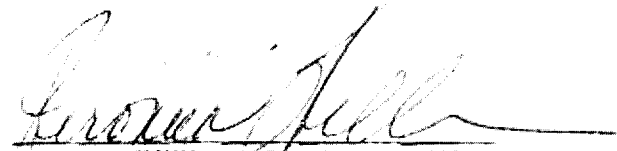
13. I signed and returned the loan relying on the defendant's word that they would grant me a modification upon receiving the last payment.
14. I made payments to the defendant according to the loan workout plan.
15. In July 2009, the defendant served me with foreclosure papers, but in September 2009 promised to delay the foreclosure as long as I honored the July 2009 loan workout plan. See Exhibit D.
16. In August 2009, the defendant returned my checks, which had been sent to comply with the workout plan.
17. In September 2009, I received a written, contingent employment offer from Homeland Security. The offer was contingent upon me passing the screening for and receiving a security clearance.
18. I then followed up with the defendant who again informed me that the modification would be forthcoming and that they would reverse the foreclosure once they received the last payment for the loan workout plan.
19. On or around November 1, 2009, instead of granting a modification as promised, the defendant issued me a revised loan workout plan, but with a lower "Trial Period Payment" of \$2,316.53. See Exhibit E.
20. I 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 Exhibit F.

21. At least two of the payments were received and cashed after the defendant's foreclosure summary judgment was granted against me.
22. Regardless of the defendant cashing my checks and repeatedly telling me that she would be granted a modification at the end of the last "Trial Period Payment," the defendant proceeded to secure a foreclosure against me in December 2009.
23. On or around January 17, 2010, I wrote a letter to the defendant reiterating the urgency of a modification. See Exhibit G.
24. I informed Homeland Security that I would be granted a modification by the latest February, based upon the defendant's representations to me.
25. 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 me securing the position with the United States Department of Homeland Security; and thus, qualifying for task orders for which I had lobbied. See Exhibit H.
26. In February, the defendant cashed my last "Trial Period Payment," but never gave me a modification as promised.
27. Instead they sent me another revised loan workout plan dated March 16, 2010 with higher "Trial Period Payments" of \$3,333.55. See Exhibit I.
28. I did not sign the modification agreement and stopped making monthly payments for the following reasons: 1) on numerous occasions, the defendant mislead me to believe they would grant me a modification; 2) I could no longer keep tenants due to the house being in foreclosure; and 3) I knew that I was going to lose my job offer from Homeland Security because I told them the foreclosure would be removed by February, as indicated by the defendant, and it was not removed.

29. As anticipated, in May 2010, Homeland Security withdrew their offer to me and I lost my GSA contract because I did not pass the security clearance. See Exhibit J.

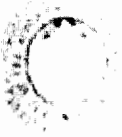
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 12/07/10


Veronica Williams, Pro Se Plaintiff

Appendix XII (1)

CIVIL CASE INFORMATION STATEMENT (CIS)



Use for in-court (in-court) proceedings (not motions) and hearings. Pleadings will be rejected for filing, under Rule 15.6(a), if information above the black bar is not completed or attorney's signature is not affixed.

APPROPRIATE COURT OFFICIAL USE ONLY

ATTORNEY NAME WORK PHONE HOME PHONE FAX E-MAIL	TELEPHONE NUMBER (AREA) (NUMBER)
COURT DIVISION CLERK'S OFFICE	CAPTION Virginia Williams et al.
DATE TIME	IS THIS A PROFESSIONAL MATTER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES HAVE CHECKED OFF ALL APPLICABLE BOXES RELATIVE TO YOUR CASE
NAME ADDRESS CITY STATE ZIP	NAME OF COURT REPORTER ADDRESS CITY STATE ZIP

L-00009-11

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.


CASE NUMBER COURT DIVISION	IS THIS A TERMINING CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
DATE TIME	IS THIS A THAT RELATION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
NAME ADDRESS CITY STATE ZIP	NAME OF COURT REPORTER ADDRESS CITY STATE ZIP

I am a person with a disability and I am requesting that my name be removed from the public docket of this case in accordance with Rule 17.1(b).

I certify that the information provided on this form is true and correct.

Signature: *[Handwritten Signature]*

Appendix XII-B1

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin:0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>	RECEIVED BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____
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ATTORNEY / PRO SE NAME Veronica Williams	TELEPHONE NUMBER (973) 715-8580	COUNTY OF VENUE Essex
FIRM NAME (if applicable)	DOCKET NUMBER (when available) <i>L-000081-11</i>	
OFFICE ADDRESS P.O. Box 978, South Orange, NJ 07079	DOCUMENT TYPE	
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME OF PARTY (e.g., John Doe, Plaintiff) Veronica Williams, Plaintiff	CAPTION Veronica Williams v. Litton Loan Servicing, L.P.	
CASE TYPE NUMBER (See reverse side for listing) 599	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS
---	---

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? YES NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DEC 22 2010

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE?

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*.

ATTORNEY SIGNATURE: _____

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4.5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 804 MEDICAL MALPRACTICE
- 806 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 618 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- | | |
|----------------------------------|--|
| 280 ZELNORM | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 285 STRYKER TRIDENT HIP IMPLANTS | 291 PELVIC MESH (Johnson & Johnson) |
| 288 PRUDENTIAL TORT LITIGATION | 292 PELVIC MESH (Bard) |

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 248 CIBA GEIGY | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 286 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX |
| 271 ACCUTANE | 283 DIGITEK |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 275 ORTHO EVRA | 286 LEVAQUIN |
| 277 MAHWAH TOXIC DUMP SITE | 287 YAZ/YASMIN/OCELLA |
| 278 ZOMETHA/AREXIA | 601 ASBESTOS |
| 279 GADOLINIUM | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

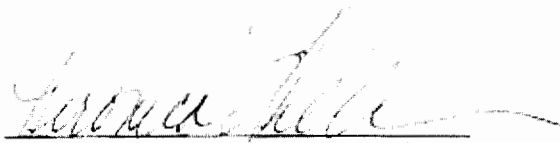
Please check off each applicable category Putative Class Action Title 59

CERTIFICATION OF SERVICE

I certify that on December 7, 2010, I sent, via certified mail, a copy of the Plaintiff's Complaint, Certification, and Proposed Order to the following:

Litton Loan Servicing
Attn: Legal Department
4828 Loop Central Drive
Houston, TX 77081

Date: Dec. 20, 2010


Veronica Williams, Pro Se

DEC 22 2010

Attorney(s) Veronica Williams, Pro Se
Office Address P.O. Box 978
Town, State, Zip Code South Orange, NJ 07079
Telephone Number (973) 715-8580
Attorney(s) for Plaintiff _____
Veronica Williams, Pro Se

**Superior Court of
New Jersey**

Essex COUNTY
Law L-1 DIVISION

Docket No: L-000081-11

Plaintiff(s)

Vs.

Litton Loan Servicing, L.P
Defendant(s)

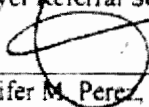
**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.


Jennifer M. Perez
Acting Clerk of the Superior Court

DATED: 12/07/10

Name of Defendant to Be Served: Litton Loan Servicing, L.P.

Address of Defendant to Be Served: 4828 Loop Central Drive, Houston, TX 77081

NOTE: The Case Information Statement is available at www.njcourts.com.

**Directory of Superior Court Deputy Clerk's Offices
County Lawyer Referral and Legal Services Offices**

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401

LAWYER REFERRAL
(609) 345-3444
LEGAL SERVICES
(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Room 115
Justice Center, 10 Main St.
Hackensack, NJ 07601

LAWYER REFERRAL
(201) 488-0044
LEGAL SERVICES
(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060

LAWYER REFERRAL
(609) 261-4862
LEGAL SERVICES
(800) 496-4570

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
Hall of Justice
1st Fl., Suite 150
101 South 5th Street
Camden, NJ 08103

LAWYER REFERRAL
(856) 964-4520
LEGAL SERVICES
(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
9 N. Main Street
Cape May Court House, NJ 08210

LAWYER REFERRAL
(609) 463-0313
LEGAL SERVICES
(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
60 West Broad Street
P.O. Box 10
Bridgeton, NJ 08302

LAWYER REFERRAL
(856) 696-5550
LEGAL SERVICES
(856) 691-0494

ESSEX COUNTY:

Deputy Clerk of the Superior Court
Civil Customer Service
Hall of Records, Room 201
465 Dr. Martin Luther King Jr. Blvd.
Newark, NJ 07102

LAWYER REFERRAL
(973) 622-6204
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY: Deputy Clerk of the Superior Court Civil Case Management Office Attn: Intake First Fl., Court House 1 North Broad Street Woodbury, NJ 08096	LAWYER REFERRAL (856) 848-4589 LEGAL SERVICES (856) 848-5360
HUDSON COUNTY: Deputy Clerk of the Superior Court Superior Court, Civil Records Dept. Brennan Court House--1st Floor 583 Newark Ave. Jersey City, NJ 07306	LAWYER REFERRAL (201) 798-2727 LEGAL SERVICES (201) 792-6363
HUNTERDON COUNTY: Deputy Clerk of the Superior Court Civil Division 65 Park Avenue Flemington, NJ 08822	LAWYER REFERRAL (908) 735-2611 LEGAL SERVICES (908) 782-7979
MERCER COUNTY: Deputy Clerk of the Superior Court Local Filing Office, Courthouse 175 S. Broad Street, P.O. Box 8068 Trenton, NJ 08650	LAWYER REFERRAL (609) 585-6200 LEGAL SERVICES (609) 695-6249
MIDDLESEX COUNTY: Deputy Clerk of the Superior Court, Middlesex Vicinage 2nd Floor - Tower 56 Paterson Street, P.O. Box 2633 New Brunswick, NJ 08903-2633	LAWYER REFERRAL (732) 828-0053 LEGAL SERVICES (732) 249-7600
MONMOUTH COUNTY: Deputy Clerk of the Superior Court Court House P.O. Box 1269 Freehold, NJ 07728-1269	LAWYER REFERRAL (732) 431-5544 LEGAL SERVICES (732) 866-0020
MORRIS COUNTY: Morris County Courthouse Civil Division Washington and Court Streets P. O. Box 910 Morristown, NJ 07963-0910	LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 285-6911
OCEAN COUNTY: Deputy Clerk of the Superior Court 118 Washington Street, Room 121 P.O. Box 2191 Toms River, NJ 08754-2191	LAWYER REFERRAL (732) 240-3666 LEGAL SERVICES (732) 341-2727

PASSAIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

SALEM COUNTY:

Deputy Clerk of the Superior Court
Attn: Civil Case Management Office
92 Market Street
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:

Deputy Clerk of the Superior Court
Civil Division
P.O. Box 3000
40 North Bridge Street
Somerville, N.J. 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

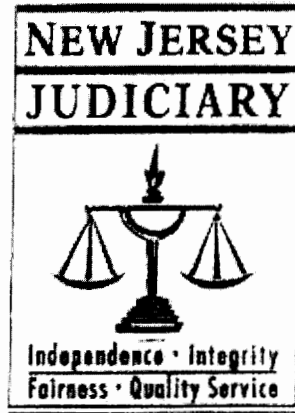
LAWYER REFERRAL
(908) 353-4715
LEGAL SERVICES
(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(908) 475-2010

CIVIL – LAW
CASE INFORMATION STATEMENT



HOW TO COMPLETE THE CIVIL CASE INFORMATION STATEMENT (CIS)

These instructions are intended to guide individuals who are either plaintiffs or defendants in civil cases and who are not represented by an attorney in completing the Civil Case Information Statement (Civil CIS) required by court rules. The Civil CIS must be included with each party's first pleading in the Civil part of the Law Division. That is, the plaintiff must file it with the complaint and the defendant must file it with the answer. If it is not included, the papers will be returned.

The CIS summarizes your case and alerts the court to any special needs you may have such as the need for an interpreter or the need for a quick trial date because one of your witnesses is expected to be unavailable. The numbers for the various case types are located on the back of the form. Enter the number which best describes your complaint. For example, if you are suing the defendant for a breach of contract, your case number would be 599.

After you have completed the CIS, keep it with the other papers you are planning to file.

Note: These materials have been prepared by the New Jersey Administrative Office of the Courts for use by self-represented litigants. The guides, instructions, and forms will be periodically updated as necessary to reflect current New Jersey statutes and court rules. The most recent version of the forms will be available at the county courthouse or on the Judiciary's Internet site (www.njcourts.com). However, you are ultimately responsible for the content of your court papers.

CIVIL - LAW
CASE INFORMATION STATEMENT**INSTRUCTIONS FOR PARTIES NOT REPRESENTED BY AN
ATTORNEY FOR COMPLETING THE CIVIL CASE
INFORMATION STATEMENT (CIS)**

BOX#	INSTRUCTION
1.	Print your name.
2.	List a telephone number, including area code, where you can be reached during the day.
3.	Insert the name of the county where the complaint or answer is being filed.
4.	Leave the box blank.
5.	If you know the docket number of your case, insert it in the docket number box. If the CIS is being filed with a complaint, the court will assign the docket number before it returns the filed complaint.
6.	Enter an address where you wish to receive mail concerning this matter.
7.	Document type means the type of paper you are filing. If you are filing the complaint, print complaint; if you are filing an answer, print answer.
8.	Check the box marked "yes" if you have requested that the matter be heard by a jury. Otherwise, check "no."
9.	Enter your name and indicate whether you are the plaintiff or defendant.
10.	The caption is the name of the case - the name of the plaintiff(s) v. the name of the defendant(s). For example: John Doe, Plaintiff v. Mary Smith, Defendant. Print the name of your case.
11.	The Case Type Number identifies the type of case. On the back of the CIS form is a list of case types. Sometimes it is difficult to pick the number of your case, but you must fill in this section in order for your case to proceed. Choose the one that best describes what your case is about and enter that number. For example, if you are the plaintiff or defendant in a dispute over fulfilling the terms of a contract, the case type is 599; if your case concerns a personal injury, the case type number is 605.
12.	If you believe that your case is a professional malpractice case, check the box marked "yes" and see <i>N.J.S.A. 2A:53A-27</i> and applicable case law regarding your obligation to file an affidavit of merit.
13.	If you believe that you have any other cases involving the same adversary or arising from the same set of circumstances, check the box marked "yes." Otherwise, check "no."
14.	If you checked "yes" to the previous question, enter the docket number(s) of any related cases.
15.	If you believe you will be adding more parties to the case, check "yes." Otherwise, check "no."
16.	If you are the plaintiff and know the name of the defendant's primary insurance company enter it in the box. Otherwise check "unknown." If you are the defendant and you have insurance that might cover or partially cover the damages complained of, enter the name of your insurance company.

CIVIL – LAW
CASE INFORMATION STATEMENT

17.	<p>If you and your adversary knew each other before the event giving rise to the law suit occurred, check "yes." Otherwise, check "no."</p> <p>If the answer was "yes", check the box next to the word(s) that best describe the relationship between the parties.</p>
18.	<p>If you believe that the statute governing your case provides for payment of fees by the losing party, (for example, the Law Against Discrimination), check "yes." Otherwise, check "no."</p>
19.	<p>If you believe that your case has some unusual circumstance which would require special attention, indicate the problem in the space provided. For example, if there is a witness who is ill or who may be unavailable, you should let the court staff know.</p>
20.	<p>If you are requesting any accommodation for a disability, check "yes" and indicate what is needed. Otherwise, check "no."</p>
21.	<p>If you are requesting an interpreter, check "yes" and indicate the language for which it is needed. Otherwise, check "no."</p>
22.	<p>This box contains the statement by which you certify that you have removed any confidential personal identifiers from any document you have already submitted to the court and that you will continue to remove such identifiers in any future submission, unless such confidential personal identifiers are required by statute, court rule or court order. If you are filing a name change complaint, <i>N.J.S.A. 2A:52-1</i> (the applicable New Jersey statute) requires that the social security number be listed on your complaint. Once a name change judgment is entered, your social security number will be removed by the court before the judgment is published in the newspaper.</p>
23.	<p>The person whose name appears in Box 1 must sign the CIS in the space marked "Attorney Signature."</p>

7008 2810 0002 2356 9692

U.S. Postal Service
CERTIFIED MAIL RECEIPT
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

HOUSTON TX 77081

Postage	\$ 2.58	0356	
Certification Fee	\$2.80	05	Postmark Here
Return Receipt Fee (Endorsement Required)	\$2.30		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 7.68		12/20/2010

Sent To: Litton Loan Servicing, L.P. Legal Dept
 Street, Apt. No., or PO Box No.: 4828 Loop Central Drive
 City, State, ZIP+4: Houston TX 77081

PS Form 3870 August 2006 Use for Instructions

 VAUXHALL POST OFFICE
 VAUXHALL, New Jersey
 070889998
 3358730356-0099
 12/20/2010 (800)275-8777 03:18:49 PM

===== Sales Receipt =====

Product Description	Sale Unit Qty	Unit Price	Final Price
HOUSTON TX 77081 Zone-6 First-Class Large Env 10.60 oz.			\$2.58
Return Rcpt (Green Card)			\$2.30
Certified Label #:		70082810000223569692	\$2.80
Issue PVI:			\$7.68
\$1 Wiscom PSA	2	\$1.00	\$2.00
75c Harriet Beecher Stowe PSA	1	\$0.75	\$0.75
Total:			\$10.43

=====

Exhibit A

Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 978 4 South Orange, New Jersey 07079-0978

February 25, 2009

Litton Modification Department/Loss Mitigation
c/o Mr. Julius Connor
Customer Care Supervisor
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Subject: Modification of Loan No 40212367

Sent via facsimile to 972-853-6340

Dear Sir/Madam

I was surprised, and pleased, to learn that Litton is now offering loan modifications.

UNFORESEEN CHALLENGES LEAD TO UNPAID BILLS

A series of health, business and family challenges over the past 4 years have resulted in a loss of income, drain of savings and increased debt. These challenges include, but are not limited to:

- 5 surgeries
- extended radiation treatments
- extended physical therapy after auto accident
- lengthy illness and death of my father
- loss of business revenue and income

Much of the debt incurred since 2004 was unanticipated and unavoidable. For example, I was forced to charge several thousand dollars on credit cards one hour before surgery in August 2006.

RECOVERY PLAN

My efforts to recover from my losses and also generate income have been daunting, to be sure. I have worked short-term contracts, a tenuous job, various assignments and even temporary work. These efforts coupled with government subsidies have helped me survive. Many creditors have assisted by restructuring my debt.

After more than 3 years of efforts I have now reached a position whereby I could develop an achievable plan that should help me recover financially. Part of the first phase was completed last month with the modification of my second mortgage. If Litton is willing to meet the terms and conditions provided by the second mortgage company, I can complete the first phase of my plan.

Attachment IV – INITIAL REQUEST LETTER

Veronica Ann Williams

P.O. Box 878 ♦ South Orange, New Jersey 07079-0878

MATCHING EXISTING MODIFICATION FROM OTHER MORTGAGOR

I am delighted that Litton is willing to match the mortgage refinance offer that I received from another mortgagor. A comparable offer from Litton will include:

- 30 year, fixed rate of 3%
- 17 payments in non-interest accruing account to be paid off when property is sold
- no points

The revised monthly payment is included in the monthly budget that supports my initial payoff plan. My budget is highlighted below:

RECOVERY PLAN – Prime Mortgage	
SOURCES OF REVENUE/EARNINGS	Average Monthly Amount -dollars-
Job/Income	\$ 2,833.33
Rental Income + Loan	2,900.00
ACT Inc. Revenue	0.00
TOTAL INCOME	\$ 5,733.33
COMMITTED EXPENSES	
Mortgage & Rent	2,582.00
Utilities	948.00
Household	280.00
Personal (includes medical)	890.00
Credit Cards & Other Debt	710.00
Other (includes ACT Inc. commitment)	125.00
TOTAL EXPENSES	\$ 5,535.00
Disposable Income (Revenue less Expenses)	\$ 198.33

Would you kindly contact me via email at Vwilliams@OfficeThatWorks.com to confirm your offer and send the mortgage revision to the address above? If you have any immediate questions I can also be reached at: 973-715-8580

Yours truly,


Veronica Williams

Exhibit B

Veronica Ann Williams

P.O. Box 878 • South Orange, New Jersey 07079-0878

March 28, 2009

Ms. Brenda Moreno
Modification Department
Litton Loan Servicing L.P.
4828 Loop Central Drive
Houston, TX 77081

Subject: Modification of Account No. 40212367

Sent via Facsimile to 713-793-4464 - 15 total pages

Dear Sir/Madam:

The purpose of this letter is to provide an update on my efforts to pay off my debt. My credit dropped precipitously over the past few years due to personal illness, the illness and death of my father, customer defaults and slowing revenue from my business. As a result, my savings were exhausted and my income disappeared. A summary of these unforeseen and financially devastating events is attached (Attachment I – What Happened).

UNEXPECTED CHALLENGES LEAD TO UNPAID BILLS

A series of health, business and family challenges over the past 4 years (since Dec. 2004) have resulted in a loss of income, drain of savings and increased debt. These challenges include, but are not limited to:

- 5 surgeries
- extended radiation treatments
- extended physical therapy after auto accident
- lengthy illness and death of my father
- loss of business revenue and income

Much of the debt incurred since 2004 was unanticipated and unavoidable. For example, I was forced to charge several thousand dollars on credit cards one hour before surgery in August 2006. I incurred over \$225,000 due to illness, death and loss of income.

RECOVERY PLAN

My efforts to recover from my losses and also generate income have been daunting, to be sure. I have worked short-term contracts, a tenuous job, various assignments and even temporary work. These efforts coupled with government subsidies have helped me survive. Some creditors have already assisted by restructuring my debt (Attachment II – Summary of Outstanding Credit).

After more than 3 years of searching, last year I landed four positions, however, changes and lost contracts forced my employers to lay me off. I have been searching for employment and contracts since last summer and am hopeful that I will be hired soon. To help me recover financially, I have used my tax return to pay some debts and am preparing a repayment plan for remaining creditors for which I anticipate securing agreement after this mortgage modification has been approved. If my Litton loan is restructured in a similar manner that Chase restructured the second mortgage on my home (see letter dated Feb. 25, 2009), I will be able to repay the mortgage and recover financially. That is, the mortgage interest rate is lowered to 2%, fixed, 30-year and 9 months of payments are put into a non-interest accruing account, payable when the house is sold. My monthly budget under this scenario is outlined in Attachment III – Creditor Repayment Schedule/Budget. Forms 1021 and 4509 are also attached.

I will contact you as soon as possible to determine how to proceed with this mortgage modification.

I thank you in advance for your cooperation.

Yours truly,

Veronica Williams

Attachment I – WHAT HAPPENED

What Happened	Date	Impact
Industry & Economic Downturn	1999	COMDEX [redacted] payment
Began Government certification & contract process	Aug 2001	
GSA MOBIS Contract awarded	12/1/2003	Renewal date 11/30/2008
SBA 8(a) certification awarded	2/17/04	Expires 2/17/13
GSA IT Contract awarded	2004 or 2005	Renewal date
Submitted proposals to DC	2005	[redacted] others Loss Review 3/7/07
Sales Campaign to DHS, DOT & DoD	2005	[redacted] waiting on continuing resolution
NJ set-aside awarded	March 2003	[redacted]
NJ set-aside began work	May 2003	
YWCA project began	Aug. 2004	[redacted]
Submitted HUD proposal deal. \$20K cost	Sept 2004	Contract went to competitor
Elected to IRA	Dec 2004	
[redacted]	Dec. 2004	8 week recovery, 8 weeks radiation
[redacted]	Jan. 2004	
Radiation treatments ended	May 2005	
Put NJ property on the market	June 2005	Performed renovations sale
YWCA project completed	June 2005	[redacted]
[redacted]	Sept 2005	[redacted]
Moved to DC to help father	Sept 2005	Performed renovations
Put NJ property on the market	Jan. 2006	[redacted]
[redacted]	Aug. 2006	8 week recovery
[redacted]	Jan. 2007	
Negotiated YWCA settlement	Feb. 2007	[redacted]
Submitted TSA proposal to US Homeland Security	Feb. 2007	Decision due March 15, 2007
Begin Campaign for Investment	March 2007	
Put NJ property on the market	March 2007	[redacted]
Recruited by Robert Half	July 2007	
Rented NJ house	August 2007	
Laid off by Robert Half (after surgery notice)	Sept. 2007	
[redacted]	Nov. 2007	
Served by sister to get DC house	Nov. 2007	
Worked temp jobs	Dec - Jan	
Hospitalized for blood Pressure	Jan 8 2008	
Surrogate mother passed away	March 2008	
Hired attorney to secure YWCA payment	March 2008	[redacted]
Hired by Vistrionix/National Archives	April 2008	[redacted]
In auto accident March 2006 followed by several weeks of therapy. Awaiting settlement.		[redacted]
Laid off after losing Federal contract	Dec. 2008	
Paid attorney deposit to get YWCA \$	February 2009	
Court ordered to vacate family home	March 26, 2009	[redacted]
Surrogate mother passed away	March 27, 2009	
Successes		
[redacted]		
[redacted]		

Attachment III – CREDITOR REPAYMENT SCHEDULE/BUDGET

SOURCES OF INCOME-REVENUE	Monthly Amount
INCOME	Figures In Dollars
Job Income	6,375.00
Rental Income	2,900.00
ACT Inc. Revenue	0.00
TOTAL INCOME	9,275.00
COMMITTED EXPENSES	0.00
Mortgage & Rent	3,582.00
Utilities	998.00
Household	420.00
Personal (includes medical)	890.00
Credit Cards & Other Debt	2,440.00
Other (includes ACT Inc. commitment)	125.00
TOTAL EXPENSES	8,455.00
Income less Expenses	820.00

Exhibit C

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

**Attachment III cont'd. -
LITTON LOAN - MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(initial Workout Plan offered by Litton Loan; payments returned)**

Investor Loan # 8000352515

**LOAN WORKOUT PLAN
(Step One of Two-Step Documentation Process)**

Loan Workout Plan Effective Date: 7/1/2009
Borrower ("I"): Veronica Williams
Lender ("Lender"): Litton Loan Servicing LP
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 3/31/2006
Loan Number: 40212367
Property Address ("Property"): 541 Scotland Rd, South Orange, NJ

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

- 1. **My Representations.** I certify, represent to Lender and agree:
 - A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future.
 - B. I live in the Property as my principal residence, and the Property has not been condemned.
 - C. There has been no change in the ownership of the Property since I signed the Loan Documents.
 - D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive unless I wish to have such income considered to qualify for the offer).
 - E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct, and
 - F. If Lender requires me to obtain credit counseling, I will do so.



If there is more than one Borrower or Mortgagee executing this instrument, each is referred to as "I." For purposes of this document, words signifying the singular include the plural (such as "has" and "was") and vice versa where appropriate.

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

**Attachment III cont'd. –
 LITTON LOAN – MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

2. The Loan Workout Plan: On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$1,356.07:

Trial Period Payment #	Trial Period Payment	Due Date On or Before #
1	\$3,054.83	7/1/2009
2	\$3,054.83	8/1/2009
3	\$3,054.83	9/1/2009

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement, (ii) I have not made the Trial Period payments required under Section 2 of this Plan, or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me, and



20160509 09:44:11 AM

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

**Attachment III cont'd. -
LITTON LOAN - MODIFICATION CONFIRMATION CBR Balance: \$27306.00
(checks sent to Litton Loan for payments on Workout Plans)**

CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
Washington, DC

No. 00074041

DATE

PAY TO THE ORDER OF \$ 7,054.00

SEVEN THOUSAND FIFTY FOUR AND 00/100 DOLLARS

Veronica Ann Williams
PNC Bank, National Association

⑆00074041⑆ ⑆054000030⑆ ⑆302606107⑆

CASHIER'S CHECK

PNC BANK
PNC Bank, National Association
Washington, DC

No. 00074040

DATE

PAY TO THE ORDER OF \$ 7,054.00

SEVEN THOUSAND FIFTY FOUR AND 00/100 DOLLARS

Veronica Ann Williams
PNC Bank, National Association

⑆00074040⑆ ⑆054000030⑆ ⑆302606107⑆

Veronica Ann Williams

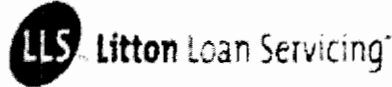
Mailing Address: P.O. Box 978 ♦ South Orange, NJ 07079-0978
 Residence - NO MAIL: 541 Scotland Road ♦ South Orange, NJ 07079-3009

Attachment III cont'd. -

**LITTON LOAN - MODIFICATION CONFIRMATION CBR Balance: \$27306.00
 (payments posted by Litton Loan; will be corrected once Workout Plan is processed)**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp



Account: 40212367
Customer: Veronica Williams

TRANSACTION HISTORY

The following information is a summary of account activity for the past 12 months. If the servicing of your loan recently transferred to Litton, you will only see account activity for the period Litton has serviced your loan. Detail Transaction Histories for previous years may be ordered using our Interactive Voice Response (IVR) system at (800) 247-9727. Litton Loan Servicing LP may not have access to your Transaction History prior to the servicing of your loan being transferred to Litton.

You may also view your [Escrow History](#) for the past 12 months.

Date	Description	Amount	Principal	Interest	Escrow	Fees/Chgs
12/15/2008	PAYMENT	\$3,106.95	\$283.04	\$1,767.56	\$1,056.35	
12/15/2008	FEE ASSESSMENT	\$15.00				\$15.00
12/15/2008	CORPORATE FEE PAYMENT	\$15.00				\$15.00
01/06/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
01/08/2009	LENDER PLACED INS PAYMENT	\$2,665.00			\$2,665.00	
02/10/2009	FEE WAIVER	\$102.53				-\$102.53
02/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
04/03/2009	CITY TAX PAYMENT	\$2,971.29			\$2,971.29	
05/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
07/10/2009	CITY TAX PAYMENT	\$3,245.00			\$3,245.00	
08/16/2009	FEE ASSESSMENT	\$102.53				\$102.53
08/27/2009	LENDER PLACED INS PAYMENT	\$2,660.00			\$2,660.00	
10/15/2009	CITY TAX PAYMENT	\$3,120.47			\$3,120.47	
10/28/2009	PAYMENT	\$3,106.95	\$284.75	\$1,765.85	\$1,056.35	

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

**Attachment III cont'd. -
LITTON LOAN - MODIFICATION CONFIRMATION CBR Balance: \$27306.00**

Transaction History - Litton Loan Servicing LP

https://www.littonloan.com/trans_history.asp

10/28/2009	FORBEARANCE SUSPENSE	\$3,002.71			\$3,002.71
	First	Prev	Page 1 of 1	NEXT	LAST

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Veronica Ann Williams

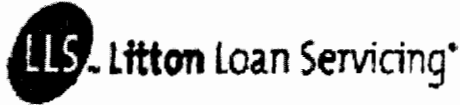
Mailing Address P.O. Box 978 South Orange, NJ 07079-0878
Residence - NO MAIL 541 Scotland Road South Orange, NJ 07079-3009

Litton Letter to Delay Sale

LITTON LOAN

Fax:

Sep 25 2009 02:29pm P001/001



4828 Loop Central Drive
Houston, TX 77081
Telephone (713) 218-4592
www.littonloan.com

September 25, 2009

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

Re: Loan #: 40212367
Property: 541 Scotland Road
South Orange, NJ 07079

Dear Ms. Williams:

This letter is in response to our conversation on September 25, 2009, regarding the referenced loan.

On September 25, 2009, I submitted a request to postpone the foreclosure sale scheduled for October 5, 2009 for thirty (30) days to November 4, 2009. Upon receipt of verification of this, I will notify you in writing.

Should you have questions, please contact our Executive Resolution Team at (713) 218-4592.

Sincerely,

Noel Connell
Executive Resolution Specialist

LITTON LOAN SERVICING LP IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT YOUR DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR 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.

Exhibit E

Superior Court of New Jersey – Essex Vicinage – Finance Division
Civil Central Processing Unit - Room 131 Veterans Courthouse
50 West Market Street, Newark NJ 07102

RETURN OF DOCUMENTS
Law Division

Date: <u>4/17/17</u>	Docket: <u>16-00000</u>
Plaintiff: <u>16-00000</u>	Defendant: <u>16-00000</u>

Please be advised that the enclosed document has NOT been filed and is being returned for the following reason(s)

- New Civil Case Information Statement (CIS) is not attached as per Rule 1:5-6(c).
- Filing fee not attached.
- Filing fee insufficient. Filing fee of \$ _____ is required for this document type.
- Restoration (sanction) fee is not required until order is signed. Return signed order.
- Case is closed by initiated court order Rule 1:13-7(a) on _____.
- Filed out of time. Formal motion required. Expired date _____.
- Original signature needed on document.
- Original signature needed on check.
- Original signature needed on CIS form.
- Not venued in Essex County.
- Case has been transferred on _____.
- Case in default on _____.
- Document already filed.
- Trial De Novo form required (form attached).
- Make check payable to: Treasurer, State of New Jersey.
- Other: _____

NOTE: If document is retransmitted together with the CIS or the filing fee as appropriate within ten business days, after the receipt date stamped thereon, filing will be deemed to have been made on said date. Rule 1:5-6(e).
EXCLUDING MOTIONS

Returned by _____ Phone # (973) 693-5793

PLEASE RETURN ALL DOCUMENTS.