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Plaintiff & Per Se Counsel

THIS DOCUMENT MAY BE DOWNLOADED AT
http://finfix.org/Federal-Complaint-Amended_Case_2-16-cv-05301.pdf

Phone 202-486-4565

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

<p>VERONICA A. WILLIAMS,</p> <p>Plaintiff, Pro Se</p> <p>v.</p> <p>LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS; FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C; OCWEN; STERN & EISENBERG, PC Ocwen Financial Corporation, The State of New Jersey</p> <p>Defendants</p>	<p>UNITED STATES FEDERAL COURT</p> <p>Civ. No. 2:16-cv-05301-ES-JAD</p> <p>AMENDED COMPLAINT</p> <p>AND JURY DEMAND</p>
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I, Veronica Williams, of full age, residing at 541 Scotland Road, South Orange, NJ 07079-3009, by way of complaint herein says:

JURISTITION AND VENUE

1. Plaintiff has tried since 2009 to resolve this matter in the New Jersey Courts. She has been denied mediation, a jury trial and more by the New Jersey Superior Court and had not received a response to her appeal to the New Jersey Supreme Court until recently.
2. Venue is appropriately laid in the Federal Court Essex Vicinage because the Plaintiff resides in the County of Essex in the State of New Jersey.

PARTIES

3. Veronica Williams is the Plaintiff in this matter. She owns a firm that once held Federal GSA Schedules. However, as stated in more depth below, she is now unemployed due to the defendant's actions. She has owned and lived in her home at 541 Scotland Road, South Orange, New Jersey since August 1983. She refinanced this property on or about March 31, 2006 to remove it from Litton Loan who had bought her mortgage for the first time.

Defendant Litton Loan Servicing Litton Loan Servicing L.P. ("Litton") collects principal and interest payments on prime and subprime residential mortgages and was doing business in such capacity in the State of New Jersey. It is unknown as to where its main office is, but as stated on the defendant's website, it appears to be located within Houston and San Antonio, Texas, four different addresses. The modification department being located at 4828 Loop Central Drive, Houston, Texas 77081. On or about March 31, 2006, Litton Loan Servicing (Litton) purchased the Plaintiff's mortgage for the subject property at 541 Scotland Road, South Orange, New Jersey. Due to Litton's reputation for mishandling mortgages, the Plaintiff immediately moved her mortgage to Fremont Loan. In 2008, Litton acquired the Plaintiff's loan again, this time from Fremont.

4. Defendant HSBC Bank USA, N.A. is the Trustee for Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-28279-09, to have refinanced the Plaintiff's mortgage on or about September 1, 2006.

5. Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-839-13, to have acquired the loan via assignment on or about September 1, 2006.

6. Defendant Goldman Sachs acquired ownership of Defendant Litton Loan Servicing in or about December 2007.
7. In 2008, the defendant Litton Loan bought Mrs. William's loan from Fremont Mortgage (herein after "Fremont"), the previous loan holder.
8. Defendant Ocwen acquired Litton Loan Servicing from Goldman Sachs on or about September 2011.
9. Defendant Stem & Eisenberg PC, LLC was the law firm that represented HSBC Bank USA, N.A. as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C in its second effort to wrongfully foreclose on Plaintiff's home and wrongfully collect a debt.

**ALLEGATIONS COMMON TO ALL
COUNTS**

The Loan Workout Plan Breach

10. Plaintiff Veronica Williams is the president of Absolute Computer Technologies (ACT) Inc. and holds a BA in Economics from Brandeis University and an MBA in Finance and Economics from Northwestern University.
11. ACT Inc. is a management-consulting, technology-services and advisory firm based in South Orange, N.J., servicing private and public clients since 1986.
12. Plaintiff's clients have included American Express, the United States Army, Motorola, IBM, the New York Board of Trade, and The United States General Services Administration, the State of New Jersey and many other firms.
13. In November 2008, Ms. Williams told the defendant she was going to refinance with a reputable firm. Fremont had mishandled her refinancing. The defendant assured Ms. Williams that they could be trusted now because Goldman Sachs owned them and that a modification

would be forthcoming upon receiving certain documents from her.

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

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

16. In March 2009, the defendant advised Ms. Williams to stop making payments for at least three months because, according to Litton, she had to be in arrears in order to qualify for a modification. The defendant also told her that if she was denied a federal modification, they would grant her a modification.

17. On or around July 1, 2009, the defendant sent Ms. Williams a loan workout plan that did not accurately reflect the terms she discussed with them, which was an interest rate of two or three percent amortized over a thirty year term with no additional points or fees. See COURT Complaint-ESSEX L-000081-11 Exhibit C.

18. Instead, the loan workout plan indicated three monthly “Trial Period Payments” of \$3,054.83 (July 1, 2009, August 1, 2009 and September 1, 2009) with the interest rate the same as her current interest rate, seven percent. See COURT Complaint-ESSEX L-000081-11 Exhibit C.

19. Ms. Williams signed and returned the loan workout plan because she was seeking a job with Homeland Security and a renewal of her GSA contract with the government that was predicated on her successfully passing a security clearance. In order to pass the security clearance, Ms. Williams needed to have a good credit record. However, to even get to this point, Ms. Williams had to invest many years (intermittently between 1971 – 2009) building a reputation by conducting work for the government and private companies.

20. Ms. Williams signed and returned the loan relying on the defendant’s word that they would

grant her a modification upon receiving the last payment. See COURT Discovery-Document Exhibit

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21. On or about June 25, 2009, Plaintiff sent Litton her timely payments due on or before July 1 and August 1, respectively, pursuant to the Loan Workout Plan.

22. In July 2009, the defendant served her with foreclosure papers, but in September 2009 promised to delay the foreclosure as long as she honored the July 2009 loan workout plan. See COURT Complaint-ESSEX L-000081-11 Exhibit D.

23. In August 2009, the defendant returned her checks, which had been sent to comply with the workout plan, rather than recognizing than payments made with the checks.

24. In September 2009, Ms. Williams received a written, contingent employment offer from Homeland Security. The offer was contingent upon her passing the screening for and receiving a security clearance.

25. Ms. Williams then followed up with the defendant who again informed her that the modification would be forthcoming and that they would reverse the foreclosure once they received the last payment for the loan workout plan. As a result, Ms. Williams agreed to resend the payments.

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

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

28. Litton modified and reinstated the Loan Workout Plan offered to Defendant by lowering the amounts due for the three monthly payments and by setting three new due dates beginning November 1, 2009. OR On or around November 1, 2009, instead of granting a modification as promised, the defendant issued Ms. Williams a revised loan workout plan, but with a lower "Trial

Period Payment” of \$2,316.53. See COURT Complaint-ESSEX L-000081-11 Exhibit E.

29. On or about October 28, 2009 Plaintiff timely resubmitted all three Loan Workout Plan payments in full to Litton Loan. Ms. Williams signed and returned the revised loan workout plan including the previously rejected loan payments, which the defendant accepted. The checks were paid according to the schedule stipulated in the modification agreement from the defendant. See COURT Complaint-ESSEX L-000081-11 Exhibit F.

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

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

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

33. Regardless of the defendant cashing Mrs. William’s checks and telling her that she would be granted a modification at the end of the last “Trial Period Payment,” the defendant proceeded to secure a foreclosure against her in December 2009.

34. On or around January 17, 2010, Ms. Williams wrote a letter to the defendant reiterating the urgency of a modification. See COURT Complaint-ESSEX L-000081-11 Exhibit G.

35. Although her Federal GSA contract was scheduled to cancel in March, it was up for a renewal predicated on her generating task orders, which was predicated on her securing the position with U.S. Department of Homeland Security; and thus, qualifying for task orders for which she had lobbied. See COURT Complaint-ESSEX L-000081-11 Exhibit H.

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

37. Instead they sent her another revised loan workout plan dated March 16, 2010 with higher “Trial Period Payments” of \$3,333.55. See COURT Complaint-ESSEX L-000081-11 Exhibit I.

38. Ms. Williams did not sign the modification agreement and stopped making monthly payments for the following reasons: 1) on numerous occasions, the defendant misled her to believe they would grant her a modification; 2) Ms. Williams could no longer keep tenants due to the house being in foreclosure; and 3) she knew that she was going to lose her job offer from Homeland Security because she told them the foreclosure would be removed by February, as indicated by the defendant, and it was not removed.

39. As anticipated, in May 2010, Homeland Security withdrew their offer to Ms. Williams and she lost her GSA contract because she did not pass the security clearance. See COURT Complaint-ESSEX L-000081-11 Exhibit J.

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

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

42. By breaching the contract with Plaintiff, Litton and the true owner of the loan stood to collect money from insurance proceeds that made the breach more profitable than honoring the loan as performing.

43. In the resultant foreclosure litigation, Defendant dismissed the action after Plaintiff objected to the fraudulent conduct of Litton that caused her the injury she suffered.

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

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

FEMA Background Check Disruption

46. In or about 2009, the Federal Emergency Management Agency (FEMA) offered Plaintiff a position as an independent contractor.

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

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

49. On or about November 17, 2009, FEMA responded to Plaintiff's security background investigation by issuing a pending unsuitable decision. The only indication FEMA provided to Plaintiff for her pending unsuitable decision was past due balances on mortgage debt. FEMA provided Plaintiff thirty calendar days in which to appeal her pending unsuitable decision.

50. On or about December 12, 2009, Plaintiff issued FEMA a timely and thorough response to appeal her pending unsuitable decision. All outstanding past due balances on loans were documented to be settled or in current payment, except for the Litton balance, due to Litton's protracted and deceptive modification process.

51. Plaintiff explained in her timely and thorough response to FEMA that she had proactively sought to mitigate and rectify her account with Litton but Litton failed to recognize her timely payments.

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

53. In April 2017, the Plaintiff saw the Foreclosure case file that heretofore, had not been made available to her. In addition to the NJ Courts conducting hearings and granting a foreclosure without the presence of the Plaintiff or her attorney, the foreclosure was based upon a complaint that contained a fraudulent mortgage.

54. The State of New Jersey (NJ) has denied the Plaintiff's due process for more than 6 years. NJ has facilitated the defendants' illegal foreclosure against the Plaintiff and supported

the defendants in evading the Plaintiff's legal action that included a jury trial that was never held. Details are provided throughout the U.S. District Court of NJ Case No. 2:16-cv-05301-ES-JAD case file including a summary on pp 3683 – 3684. This summary may be downloaded at http://finfix.org/proof/ADDL/Case_2-16-cv-05301_NJ-As-Defendant-5-8-17.pdf . Additional documents are on the enclosed thumb drive. The amended complaint and all supporting documents filed by the Plaintiff may be accessed online at <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

COUNT I

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)

(ALL DEFENDANTS)

55. Plaintiff incorporates by reference all prior facts and allegations in this Complaint as if set forth here at length again.
56. Defendants have provided Plaintiff with inconsistent written documentation indicating who the owner(s) and servicer(s) of the mortgage loan are.
57. Defendant Litton Loan Services, its successors, and agents, attempted to collect a disputed debt in violation of the Fair Debt Collection Practices Act by:
- a. Using foul and abusive language
 - b. Contacting Plaintiff repeatedly in a harassing manner after the debt was disputed by Plaintiff.
 - c. Refusal to validate the debt upon demand
 - d. Harassing plaintiffs by calling at inconvenient hours, repeatedly, with the intention of causing plaintiff distress.
58. The foregoing list is a partial list of known violations and is provided in the pleadings to provide notice of the claim for violation of the Fair Debt Collection Practices Act. Further

violations are likely to be discovered during litigation.

59. Defendants acted in concert to violate the FDCPA.

60. As a result of the actions of defendants which violate FDCPA, plaintiffs have suffered embarrassment, loss of sleep, depression, other physical symptoms of stress, fees paid to attorneys, loss of income, and other financial and physical harm.

COUNT II

VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)

(All Defendants)

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

62. The defendants' decision to solicit, offer and enter into a modification agreement for which it had no intention to honor constitutes an unconscionable commercial practice.

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

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

65. Defendants' public listing of the plaintiff's home for foreclosure sale, even after its rights to do so were extinguished, constitutes an unconscionable commercial practice.

66. The foregoing listing of the defendants' combined acts of unconscionable commercial practice are not exhaustive, and are designed to put defendants on notice that their various actions to foreclose on the plaintiffs' home following the modification agreement were all acts of unconscionable commercial practice.

67. On information and belief, defendants paid other actors, individuals or businesses, to assist them in their unconscionable commercial practices. Those other entities and persons are

identified in the pleadings as John Does I-X.

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

COUNT III

BREACH OF CONTRACT

(All Defendants except The State of New Jersey)

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

70. There exists a contract between plaintiffs and Litton Loan Servicing. The contract was entered into by Litton in its individual capacity and on behalf of the other defendants to this action.

71. The contract extinguished the plaintiff's default on the mortgage note that HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C sued to enforce under docket F-28279-09 and again under docket F-839-13

72. Plaintiffs made payments and performed in accordance with their obligations under the contract. Litton Loan Services thereafter refused to continue accepting monthly payments made by Plaintiff.

73. On information and belief, Litton Loan Services was instructed to stop accepting modification payments by the true owner of the loan. Litton Loan Services has claimed that the owner of the loan at the relevant time was HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C.

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

75. Litton Loan Services and HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust

2006-C, Mortgage-Backed Certificates, Series 2006-C later entered into a consent order vacating final judgment, a writ of execution, and dismissing the foreclosure action in its entirety. This act was an admission of Defendants wrongdoing.

76. Defendants Litton Loan Services and its successors in interest, HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C, were aware of the existence of a modification loan and intentional breach by Defendant.

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

78. Plaintiff has suffered damages.

COUNT IV

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(All Defendants)

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

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

81. The aim of these actions was to force plaintiff out of her home in breach of an agreement to not continue pursuing any such action.

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

83. In order to compel Plaintiff to leave her home, defendants jointly engaged in a series of actions which were designed to make the plaintiff unhappy, cause her distress and force her to give up in an inappropriate war of attrition.

84. These acts were pursued even though the defendants knew that they lacked the legal

right to continue foreclosure actions or otherwise harass plaintiff.

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

WHEREFORE, plaintiff demands:

- a. Compensatory Damages
- b. Punitive Damages
- c. Statutory Damages
- d. Restitution
- e. Attorney's fees and costs
- f. All other relief which this Court determines to be just and fair

COUNT V

DELIBERATE INDIFFERENCE

(All Defendants)

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

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

88. The aim of these actions was to force plaintiff out of her home in breach of an agreement to not continue pursuing any such action.

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

90. In order to compel Plaintiff to leave her home, defendants jointly engaged in a series of actions which were designed to make the plaintiff unhappy, cause her distress and force her to give up in an inappropriate war of attrition.

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

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

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

WHEREFORE, plaintiff demands:

- g. Compensatory Damages
- h. Punitive Damages
- i. Statutory Damages
- j. Restitution
- k. Attorney's fees and costs
- l. All other relief which this Court determines to be just and fair

COUNT VI

DEFAMATION OF CHARACTER

(Stern & Eisenberg)

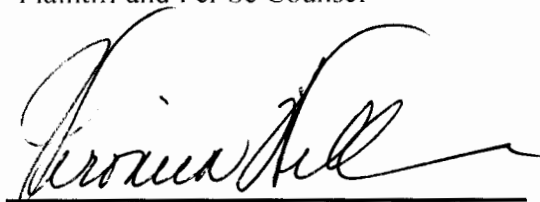
94. The defendants pursued a foreclosure even though the defendants knew that they lacked the legal right to continue foreclosure actions or otherwise harass plaintiff.

95. Documents submitted to the Superior Court of New Jersey including erroneous, disparaging remarks about the Plaintiff's character. This is despite several relationships and accomplishments that demonstrate otherwise. See COURT Proof Hearing Submission Exhibit B-49 p. 112-115.

DEMAND FOR TRIAL BY JURY

Defendant herein demands a trial by jury and will not be satisfied with a jury of less than six.

Veronica A. Williams
Plaintiff and Per Se Counsel

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

By: Veronica A. Williams

Dated: May 11, 2017

Exhibit A

DOCUMENTS SUBMITTED TO FEDERAL AGENCIES AND TO THE NEW JERSEY COURTS

***RATHER THAN PRINT OVER 3,685 PAGES THAT HAVE ALREADY BEEN SUBMITTED TO THE UNITED STATES DISTRICT COURT OF NEW JERSEY AND OTHER AGENCIES, THE COMPLETE FILE MAY BE DOWNLOADED AT <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.
HYPERLINKS ARE PROVIDED FOR DOCUMENTS BELOW***

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

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

C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Foreclosure-Appeal-of-Judgment
\COURT_Appeal-Judgment-F-000839-13_on_10-24-2014.docx

EXHIBIT B

A thumb drive is included with this filing that contains a file with all document filed as of May 8, 2017.

US-Case-No-2-16-cv-05301-ES-JAD_MAY-8-2017.pdf

The thumb drive also includes documents in the following four folders:

Docs-Aug_2016

Docs-Nov_2016

Foreclosure-docs

New-Docs-May-2017