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

VERONICA A. WILLIAMS,

Plaintiff, Pro Se

v.

LITTON LOAN SERVICING, HSBC BANK  
USA, N.A.; GOLDMAN SACHS; FREMONT  
HOME LOAN TRUST 2006-C MORTGAGE-  
BACKED CERTIFICATES, SERIES 2006-C;  
OCWEN; STERN & EISENBERG, PC,  
Ocwen Financial Corporation

Defendants

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

**MOTION TO ADD COUNT:  
FALSE INDUCEMENT TO INACTION**

**FOR PROBLEMS WITH:**

NJ Case Docket No. F – 000839-1

NJ Case Docket No. ESSX L – 004753-

NJ Case Docket No. ESSX L – 000881-

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**ADD COUNT: FALSE INDUCEMENT TO INACTION**

**Defendants' Lies and Deception Convinced Plaintiff to Delay Legal Action**

Throughout the four (4) years of fraud and some of the eight (8) years of cover-up that followed, the defendants repeatedly made promises to convince the Plaintiff that they would correct the errors in her mortgage and rectify the problems that ensued. The defendants' verbal and written promises only served to hide the magnitude of the fraud in the mortgage and facilitate the theft of her home. While the defendants resolved disputes with others, they increased the fraud, deceit and ensuing stress on the Plaintiff.

The Plaintiff, therefore, adds another count to this action against the defendants' and their allies; False Inducement to Inaction.

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams  
Veronica A. Williams  
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February 9, 2018

## FALSE INDUCEMENTS TO INACTION

This Count is brought pursuant to the widely-recognized doctrine that a right of action to recover losses can be maintained, based upon wrongful or fraudulent inducement by a defendant of a plaintiff to maintain a status quo, in reliance on the Defendant, and not to change such position, resulting ultimately in a loss. That is exactly what happened here.

Such conduct violates a number of applicable tort law principles, as well as a massive wave of court decisions across the United States recognizing the existence of liability for falsely inducing investors and others not to act, to their detriment, among which principles are the following:

1. Restatement of Torts (Second), sec 525: "One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or *to refrain from action* in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation."
2. Restatement of Torts (Second), sec 551(1): "One who fails to disclose to another a fact that he knows may justifiably induce the other to act *or refrain from acting* in a business transaction is subject to the same liability to the other as though he had represented the nonexistence of the matter that he has failed to disclose...."
3. Restatement of Torts (Second), sec 531: "One who makes a fraudulent misrepresentation is subject to liability to the persons or class of persons whom he intends or has reason to expect to act or *to refrain from action* in reliance upon the misrepresentation, for pecuniary loss suffered by them through their justifiable reliance in the type of transaction in which he intends or has reason to expect their conduct to be influenced."

The Defendants owed Plaintiff accurate, honest services in good faith. Defendants were obligated to provide Plaintiff with full disclosure and accurate records of her mortgage, financial answers and supporting information used to administer her mortgage, based on their role of providing financial services in compliance with Federal and State laws and regulations. Even at common law, any mortgage representative or other licensed professional has always been held to have fiduciary obligations, and to occupy a relationship of trust and confidence with his or her client or customer. Members of any profession are held to have fiduciary duties and are held to a higher minimum standard of conduct. Defendants breached all of these duties to Plaintiff. Furthermore, the Defendants took on a heightened duty by engaging in such activities by means of oral reassurances which from time to time Defendants and their agents communicated to Plaintiff, which induced or contributed to inducing Plaintiff to stay the course and not act. When a party takes on the duty to speak, they must do so accurately and fully. Defendants and its representatives actively took on this duty, but failed to disclose the truth to Claimant.

The Defendants clearly induced Plaintiff to maintain the status quo, and to delay or defer acting to protect themselves and otherwise avoid another refinance of the mortgage; to convince Plaintiff to continue payments on a fraudulent mortgage; and Defendants never informed Plaintiff of their true motivations for delaying the correction of fraudulent mortgage, continuing not to recast the mortgage, and of the damages posed to Plaintiff. Plaintiff was captured by the Defendants' actions.

As a proximate consequence of such breaches of duty and false inducements to inaction which were carried out by the Defendants, Claimant was caused damages.

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BACKED CERTIFICATES, SERIES 2006-C;  
OCWEN; STERN & EISENBERG, PC, Ocwen  
Financial Corporation

Defendants.

**CERTIFICATION OF SERVICE TO GOLDMAN SACHS**

I, Veronica Williams, certify that on this 9<sup>th</sup> day of February 2018, a true and correct copy of this document will be given to counsel or sent to the parties via the method and as addressed below:

<p><b>Via US Mail</b> Lloyd C. Blankfein, Chairman and CEO</p> <p>Goldman, Sachs &amp; Co. 200 West Street New York, NY 10282 Phone 212-902-3474 Fax (212) 902-3000</p>	<p><b>Via US Mail</b> Gregory K. Palm Executive Vice President, General Counsel and Secretary of the Corporation</p> <p>Goldman, Sachs &amp; Co. 200 West Street New York, NY 10282 Phone 212-902-0300 Fax (212) 902-3000</p>	
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Respectfully submitted,

Veronica A. Williams  
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February 9, 2018

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VERONICA A. WILLIAMS,

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v.

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

LITTON LOAN, et al., LITTON LOAN  
SERVICING, HSBC BANK USA, N.A.;  
GOLDMAN SACHS; FREMONT HOME LOAN  
TRUST 2006-C MORTGAGE- BACKED  
CERTIFICATES, SERIES 2006-C; OCWEN;  
STERN & EISENBERG, PC, Ocwen Financial  
Corporation

Defendants.

**CERTIFICATION OF SERVICE TO HSBC & OCWEN**

I, Veronica Williams, certify that on this 9<sup>th</sup> day of February 2018, a true and correct copy of this document will be given to counsel or sent to the parties via the method and as addressed below:

<p><b>To HSBC Via US Mail</b> Ms. Elizabeth Arlow Regulatory Operations Officer HSBC 2929 Walden Avenue Depew, NY 14043  Phone 855-334-1650</p>	<p><b>To Ocwen Via US Mail</b> Mr. Ronald M. Faris President &amp; CEO Ocwen Financial Corporation 1661 Worthington Road Suite 100 West Palm Beach, FL 33409  Phone 561-682-8000</p>
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Respectfully submitted,

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Defendants.

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**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 9<sup>th</sup> day of February 2018, a true and correct copy of this document will be given to counsel or sent to the parties via the method and as addressed below:

<p><b>Via Email &amp; U.S. Mail</b> Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 <a href="mailto:siseiden@duanemorris.com">siseiden@duanemorris.com</a></p>	<p><b>Via Email &amp; U.S. Mail</b> Evan Barenbaum, Esq Attorney for Stern &amp; Eisenberg</p> <p>Director of Litigation Stern &amp; Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 <a href="mailto:ebarenbaum@sterneisenberg.com">ebarenbaum@sterneisenberg.com</a></p>	<p><b>Via U.S. Mail</b> Attorney General for the State of NJ</p> <p>Mr. Gurbir S. Grewal Attorney General Office of The Attorney General The State of New Jersey Richard J. Hughes Justice Complex (HJC) 25 Market Street 8th Floor, West Wing Trenton, NJ 08625-0080</p>
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February 9, 2018