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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

**OPPOSITION FILED BY DUANE MORRIS
AND STERN & EISENBERG OUTWEIGHED
BY FACTS *AND* COURT RULES *AND* LAW**

FOR PROBLEMS WITH:

NJ Case Docket No. F – 000839-13

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L – 000081-11

**OPPOSITION FILED BY DUANE MORRIS AND STERN & EISENBERG OUTWEIGHED
BY FACTS *AND* COURT RULES *AND* LAW**

Each Point Is Refuted

**Mr. Seiden, the real lead attorney for all defendants, told me he intends to win with the
law. I, the Plaintiff, intend to win with the truth.**

Psalm 15:2-5 New King James Version (NKJV)

²He who walks uprightly,

And works righteousness,

And speaks the truth in his heart;

³He *who* does not backbite with his tongue,

Nor does evil to his neighbor,

Nor does he take up a reproach against his friend;

⁴In whose eyes a vile person is despised,

But he honors those who fear the LORD;

He *who* swears to his own hurt and does not change;

⁵He *who* does not put out his money at usury,

Nor does he take a bribe against the innocent.

He who does these *things* shall never be moved.

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Truly this is a complicated case that spans more than 13 years, involves many more entities than the defendants, covers complex financial and operational issues, and more. Since opposing counsel described my complaint and supporting documents as “largely incomprehensible”, I, the Plaintiff, have used well-proven communication tools in this document to help the opposing counsel and others to understand my case. Tools include hyperlinks, subheadings, bookmarks, sentences with logical flow, words that are widely used, bulleted lists, embedded charts and tables¹, visually communicative pictures, and more. I also use popular concepts including citations from the Bible, upon which our legal system is based. Most importantly, this document references many documents from the 4,000 plus pages in the case filings.

This response is the most comprehensive yet abridged account of this case with links to many of the documents filed. This document can be read at www.FinFix.org/Williams-v-BigBanks.pdf.

¹ Charts include displays of information like timelines; tables display data in rows and columns.

I was in my forties when this reign of fraud began. Now I am 62 years old. The past 13 years have been quite arduous. The Defendants caused a stress induced condition that has left me medially disabled for the last 6 years. The U.S. Social Security Administration has, consequently, forced me to retire. Since the Defendants wiped out 95% of my retirement, I no longer have enough money to survive. I, nonetheless, shall persevere in seeking justice.

This response is an important step towards my pursuit of justice. The reader may request any documents they cannot access by sending an email with the reference and page number to BankFraud@FinFix.org. For a copy of this document with hyperlinks, send an email to BankFraud@vawilliams.com and you will receive a response with the link to download it.

“Under the penalties of perjury, I, the Plaintiff, declare that I examined the facts stated in this response, including any attachments and hyperlinked documents, and to the best of my knowledge and belief, they are true, correct, and complete.”

The defendants committed financial, operational, legal and administrative fraud² and related actions that violated several Federal and State laws (see Attachment III of this document). The scope presented in the first three complaints was based on advice from attorneys. The new count was added based on legal research by me, the Plaintiff. The research was conducted in response to the defendants’ actions, 8 years of court filings³ and their refusal to consider a fair resolution. Documents in the case files also support possible pre-meditation.

I, the Plaintiff, was surely just one of many property owners caught in the net of fraud that was cast. Improper actions are certainly why the Federal Deposit Insurance Corporation (FDIC) issued Fremont Investment and Loan a cease and desist order⁴. Reportedly, Litton Loan acquired Fremont⁵. The public revelation of Litton Loan’s illegal actions is surely why Goldman Sachs dumped Litton Loan and why HSBC has reportedly moved a substantial amount of their U.S. operations and illegally gained assets offshore.

² Highlights on page 3,647 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. See Attachment II – a timeline of selected instances of fraud. Fraud is 1 dimension. Case documents include timelines that list the other 5 dimensions from the Master Timeline.

³ Federal filings are listed in Attachment III; many filings with the State of New Jersey are in the case file.

⁴ Order issued March 7, 2017 may be viewed at page 138 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & <https://www.fdic.gov/bank/individual/enforcement/2007-03-00.pdf> & <https://www.fdic.gov/news/news/press/2007/pr07022.html>

⁵ According to Bloomberg business, Litton Loan acquired Fremont as of June 2, 2008. <https://www.bloomberg.com/research/stocks/private/snapshot.asp?privcapId=1993591>

CLASSIC, DEPRAVED STRATEGY PROVIDES COVER FOR DEFENDANTS

The extent of what they did was not known, so public revelation could open the door to exposing more. This is also allegedly why HSBC and Goldman Sachs readily paid settlements of \$470M⁶ and \$5.1B⁷, respectively, to the United States Department of Justice.⁸ The settlements were reached in 2016. At least two firms involved in fraud in this case originated loans; Fremont Investment & Loan and Litton Loan. Fremont received the FDIC a cease and desist order on March 8, 2007⁹. The Federal Reserve issued an enforcement action¹⁰ against Goldman Sachs Group Inc. and announced that Litton Loan had ceased conducting residential loan servicing on Sept. 1, 2011. They need at about 3 more years before the Federal statutes of limitations protect them from prosecution for acts documented in this case. The statute of limitations for fraud in New Jersey is 6 years; the statute of limitations for fraud and other offenses related to this case is up to 10 years¹¹. Most importantly, the aforementioned Federal Reserve action ordered “Goldman Sachs to retain an independent consultant to review foreclosure proceedings initiated by Litton that were pending at any time in 2009 or 2010. The review is intended to provide remediation to borrowers who suffered financial injury as a result of wrongful foreclosures or other deficiencies identified in a review of the foreclosure process¹²”.

This case clearly demonstrates that Goldman Sachs did not successfully comply with the order by the Board of Governors of the Federal Reserve. The intent appears to be to hide all of the evidence in this case until the legal actions *blow over*. This is surely why HSBC is paying for all of the defendants’ legal fees¹³.

Avoiding prosecution and other costs associated with public revelation are just a few of the reasons that the defendants are spending so much time and money trying to protect against their bad actions and crimes. Their intent is to repress solid evidence in this case that has been shared with

⁶ HSBC settlement with DOJ <https://www.justice.gov/opa/pr/justice-department-reaches-470-million-joint-state-federal-settlement-hsbc-address-mortgage>

⁷ Goldman Sachs settlement with DOJ <https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed>

⁸ Referenced on pp. 147 & 3330 & 3332 & 3343 in <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

⁹ See case file pp. 179-180, 338, 360, 1747 and more <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

¹⁰ Federal Reserve Board Press Release & Order 9/1/11 See case file p. 1084 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & [http://finfix.org/proof/DD/FedReserve AgainstGoldmanPR_9-1-11.pdf](http://finfix.org/proof/DD/FedReserve%20AgainstGoldmanPR_9-1-11.pdf)

¹¹ Federal Statutes of Limitations for just a few of the illegal actions performed in this case include:

Statute of Limitations is 6 years for Securities Fraud **18 U.S. Code § 3301 - Securities fraud offenses**

CITE <http://uscode.house.gov/view.xhtml?path=/prelim@title18/part2/chapter213&edition=prelim>

Statute of Limitations is 10 years for Financial offenses **18 U.S. Code § 3293 - Financial institution offenses**

CITE <http://uscode.house.gov/view.xhtml?path=/prelim@title18/part2/chapter213&edition=prelim>

Statute of Limitations is 10 years for Fraud of bank entries **18 U.S. Code § 1005 – Fraud ... bank entries & reports**

CITE <https://www.fdic.gov/regulations/laws/rules/8000-1200.html>

CITE [US Code House of Representatives Title 18 Code 1005](https://www.fdic.gov/regulations/laws/rules/8000-1200.html)

Statute of Limitations is 10 years for Fraud dealing with FDIC **18 U.S. Code § 1007 – Fraud dealing with the FDIC**

CITE <https://www.fdic.gov/regulations/laws/rules/8000-1200.html>

CITE [US Code House of Representatives Title 18 Code 1007](https://www.fdic.gov/regulations/laws/rules/8000-1200.html)

¹² Federal Reserve Board Press Release & Order 9/1/2011 op. cit.

¹³ HSBC pays legal fees for all defendants pp. 1737 & 684 in <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

Federal Authorities¹⁴ and deflected by their agreements¹⁵ with the United States Department of Justice (DOJ). For example, I, the Plaintiff, sent a letter to the Federal Reserve. The response from the Federal Reserve indicated that the defendants had given incorrect information to the Federal Reserve. Additional evidence will be provided at trial. A year later, the Federal Reserve took action against Goldman Sachs “to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litton Loan Servicing LP.”¹⁶ “. Denying me my right to a jury trial also allows them to avoid yet another precedent that could stop such ill gained revenue in the future. This is why the defendants’ vast¹⁷ legal and financial resources have supported their illegal actions against me, the Plaintiff, since 2005.

The content and timing of filings by Stern & Eisenberg (now represented by Mr. Barenbaum) & Duane Morris (Mr. Seiden represents other defendants), their participation in the Feb. 2018 hearing and lack thereof, and more, suggests that these firms are still working together as they did during the previous 3 years of this case This document, therefore, responds to USDNJ filings # 87 and # 88 by all defendants while highlighting a few of the key points and evidence of this case.

DEFENDANT FILINGS	DOC NO.	DOC NO.	DOC NO.	PLAINTIFF'S RESPONSE	DOC NO.	DOC NO.
<u>Seiden</u> asserts Rooker-Feldman	# <u>15</u>	# <u>52</u>	# <u>87</u>	Plaintiff	# <u>33</u> # <u>34</u> # <u>81</u>	THIS DOC
<u>Barenbaum</u> asserts Rooker-Feldman		# <u>29</u>		Plaintiff	# <u>33</u> # <u>34</u>	
Barenbaum agrees with Seiden			# <u>88</u>			
Seiden tries to change Goldman Sachs as defendant		SINCE 2014		Plaintiff defines Goldman Sachs since 2009, over and over	SINCE 2010	
Seiden Opposes Amended Complaint – <u>Rule 15(a)(2)</u> ¹⁸ & Procedurally Defective	# <u>82</u>		# <u>87</u>	Plaintiff	# <u>34</u> # <u>85</u>	THIS DOC
Barenbaum agrees	# <u>83</u>		# <u>88</u>			
TABLE 1						

The delaying and redundant filings by the defendants since I filed this action are detailed in Attachment III.

¹⁴ After corresponding with many Federal Agencies including Treasury, SEC, CFPB Plaintiff was told to contact DOJ & sent letters in April 2015 & May 2015; An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)

¹⁵ See pp. 403 & 470 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

¹⁶ Board of Governors of the Federal Reserve Press Release, September 1, 2011. [VIEW](#) Also see p. 119 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

¹⁷ \$4 Trillion dollars in assets plus entrenched global relationships. See pp. 14, 149, 1446, 1451, 3345, 3640 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

¹⁸ See Attachment I for Federal Rules of Civil Procedure, Edition 2018 that are referenced by defendants.

Motions filed by the defendants are a tactic forcing me to reveal my legal strategy. Rather than read the documents that I have filed, the defendants' motions are largely redundant and designed to reveal new viewpoints that were not included in previous responses to the defendants' motions (see Attachment II Timeline¹⁹ of this document). In addition to forcing the revelation of strategy, the content and timing of the motions create more delays, excessive work, increased costs and undue stress to the Plaintiff. These unscrupulous strategies and tactics can be put to rest more effectively in the business environment. In the legal environment, however, these strategies serve to increase attorney billings, provide cover to defendants and wear down the opposing party. The defendants expose the use of classic, sadistic practices that wield extreme power. For example, the defendants' strategy has clearly been to spend as much time and money as necessary to wear me down and avoid appearing before a Judge with me. In 13 years, I have only had the opportunity to attend 2 hearings for which they showed up. Each hearing was so limited in scope that I was not able to present my case. In the United States of America no one is above the law. The Defendants' success in circumventing our law and legal systems is a travesty of justice. I pray that this matter be allowed to proceed to trial and that **the Defendants will have the courage and integrity to proceed without appeals or any further delays**. I shall continue to prepare with hope and expectation.

I recognize techniques that I learned early on and refined in the early 80's through a leading corporate training program and accompanying experience. We learned how to create actionable intelligence through questioning and other techniques to help close deals. The right questions or strategically timed statements will produce identifiable patterns in the responses. For example, the defendants have repeated Rooker-Feldman, statute of limitations and Rule 15 as reasons to stop this legal action. The timing and manner in which this was done created competitive intelligence for the defendants. Although I do not have their resources, I have done my best to protect and combat against their anticipated next steps. My experience and skills allow me to understand benefits gained by applying techniques that serve to extend this legal process.

¹⁹ Ibid. 1. This is an added dimension to the 5-dimensional timeline used by the Plaintiff to present tabular timelines throughout the case filings.

These defendants appear to have been restructuring; that is, unloading other stolen properties and related assets from their balance sheets, and more. When my case is presented in open court the revelations will help prevent this type of subversive fraud in the future. The legal cover from delaying this case has given the defendants 13 years to evade and further profit from their fraud.

ASSETS	CIK ²⁰	EIN ²¹	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
BILLIONS OF U.S. DOLLARS													
HSBC ²²	NA	NA	2354.3	2527.5	2364.5	2454.7	2555.6	2692.5	2671.3	2634.14	2409.66	2374.99	2521.77
Goldman Sachs ²³	0000886982	13-4019460	NA	NA	848.94	911.33	923.23	938.56	911.51	85584	861.4	860.17	916.78
Table 2	See Attachment IV for graphical display of this data.												

The cover for HSBC²⁴, Goldman Sachs and their allies has been in place at least 13 years. That has been more than sufficient time to move assets captured to all corners of the globe. These banks avoided their financial responsibilities while others appear to have tried to do the right thing. For example, Bank of America acquired Countryside, Litton Loan’s nemesis. Countrywide and Litton Loan once vied for the position of the most reviled mortgage company in the United States. Bank of America invested considerable resources to *correct* errors in mortgages serviced by Countrywide. Employees were reassigned and contract employees were hired to perform this cleanup over years. Goldman Sachs, on the other hand, emboldened Litton Loan, as its parent, and allowed them to run roughshod over homeowners. When the uproar and legal complaints reached a critical level, Goldman Sachs tried to wash their hands by selling Litton Loan to Ocwen. Goldman Sachs bought Litton Loan in 2007. It was sold to Ocwen in 2011. Goldman Sachs does not have clean hands in this case and probably not other improprieties by Litton Loan. While owned by Goldman Sachs, Litton Loan botched its fiduciary²⁵ responsibility to the Plaintiff. Fremont Investment and Loan also failed in its fiduciary responsibility but was put out of business by the FDIC²⁶ before the Plaintiff could resolve the problem they caused.

²⁰ Central Index Key (CIK) is a unique identifier assigned by the U.S. Securities Exchange Commission. [VIEW](#)

²¹ Employee Identification Number (EIN) is a unique identifier assigned by the Internal Revenue Service. [VIEW](#)

²² Figures from Statistica <https://www.statista.com/statistics/224808/total-assets-of-the-hsbc/> for HSBC Holdings plc

²³ Figures from Statistica <https://www.statista.com/statistics/250638/total-assets-of-goldman-sachs/>

²⁴ HSBC had reportedly dumped mortgages p. 1515 <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>, however, this not reason to believe it is accurate & complete.

²⁵ “Fiduciary Duties for Mortgage Brokers and LOs”, published by [CE Forward, Inc.](#), DBA National Association of Mortgage Fiduciaries <http://mortgagefiduciaries.com/fiduciary-duties-for-mortgage-brokers-and-los/>

²⁶ *ibid.* footnote #9

There are Judges, Lawyers, State employees and others who appear to have been complicit or at least unwitting participants, in financial fraud in New Jersey. I have identified some of them in the case files²⁷. Worse, fraud in my state appears to be both pervasive and systemic. I believe that fraud may be a significant contributor to New Jersey's rank as number 1 or 2 in foreclosures in our nation. Hearing my case in open court is a small yet important first step towards eradicating financial fraud in New Jersey.

The Defendants have prolonged this case in the New Jersey Courts through deceit, withholding court dates from the Plaintiff, and more. Since this case has been removed to the United States District Court of New Jersey (USDCNJ), delays have included 20 filings (see Attachment III filings chart) for a case that was originally filed in 2010. The Defendants' received the reordered attachments to the complaint in 2014. In response to the Defendants' request, the documents were reordered and given to the Defendants with the Nov. 2014 filing with the New Jersey Courts. At that time, according to Mr. Seiden, HSBC was paying Duane Morris for Mr. Seiden to represent *all* defendants including Stern & Eisenberg. Despite their change of counsel, the Defendants' were responsible for their attorneys being well versed on this case for 6 years prior to the August 2016 filing with the USDCNJ. All 20 filings with the USDCNJ listed in Attachment III provided extensions to cover the Defendants and to further exacerbate costs to the Plaintiff. Again, some of these filings are even redundant.

EACH DEFENDANT'S GUILT EVIDENCED IN FILINGS

Most seasoned financial professionals need only review my amortization spreadsheet, commitment letter from Litton Loan and proof of payments to understand the fraud by the Defendants' and the financial devastation it exacted on my business (my greatest revenue-generating asset), and the annihilation of all of my assets and health. The Federal Reserve response, HSBC response, financial analyses, and checks received by Litton Loan, remove all doubt for senior accountants and financial analysts. Yet, my case filings offer so much more that ferments the Defendants' guilt. All successful attempts by the Defendants' attorneys to avoid trial in light of the evidence presented, should dramatically increase damages to the Plaintiff.

²⁷ See letter to Judges & Attorneys p. 68 <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

RESPONSES TO POINTS MADE IN DEFENDANTS' OPPOSITION

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

I. INTRODUCTION

Presently at issue is Plaintiff's second Motion, pursuant to Fed. R. Civ. P. 15(a)(2)¹, for leave of court to Amend the Complaint (the "Motion"). In her original Complaint, filed on August 25, 2016, Plaintiff purports to asserts claims against Ocwen Litton Loan Servicing, HSBC Bank USA, N.A., Freemont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C; Goldman Sachs Mortgage Company (incorrectly pled as Goldman Sachs); Ocwen Loan Servicing LLC (incorrectly pled as Ocwen) and Ocwen Financial Corporation (hereinafter, "Defendants"). Defendants filed a Motion to Dismiss the Complaint on December 20, 2016 on the basis that each count is barred by the *Rooker-Feldman* doctrine, are barred by the applicable statute of limitations, are precluded by *Res Judicata*, and/or are barred by the statute of limitations.

Concerned for the survival of her Complaint, Plaintiff now seeks, without a sufficient basis, leave to add an additional sounding in "False Inducement to Inaction" (Proposed Count VII). However, leave to add this count should be denied because: 1) the proposed Amended Complaint does not comply with Rules 8, 9(b) and 10(b); and (2) fails to satisfy Rule 15(a)(2) as any amendment would be futile.

PLAINTIFF'S RESPONSE There are 2 Federal Rules of Civil Procedure that define the need for, and the acceptance of, this amendment by the U.S District Court of New Jersey – 15(c)(1)(B) and 15(a)(2). Another rule that must be resolved first, Rule 16(b) is effectively satisfied. This amendment has no effect on procedures of this case for all parties have not yet provided information to set the scheduling order. Another, Rule 16(c)(2) lists 16 matters to be considered in scheduling and for pretrial conferences. Since a schedule has not been set, Rule 16(b)(3)(A) does not affect this amendment.

The most pertinent rule for this case is the Relation Back of Amendments, specifically Rule 15(c)(1)(B). “The amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading”. This amendment fits the actions of HSBC, Litton Loan/Goldman Sachs, Stern & Eisenberg, and the asset of Fremont as described in the case files. In their efforts to collect on a fraudulent mortgage, Ocwen bears responsibility under the *fruit of the poisonous tree*²⁸ principle. These actions are described throughout the case files and also in this response in multiple sections including *exceeds facial plausibility* and the *true and accurate summary* of this case.

Rule 15(a)(2) requires that this amendment be added for several reasons including the Plaintiff’s:

1. attorney abandoning the case,
2. medical condition –caused by Defendants– has severely limited time available to work on this case, and
3. money and other resources have been depleted by the Defendants,
4. denial of due process which prevented this amendment before now.

This **amendment should be added** because it *relates back to the defendants’ actions filed with the complaint* and it *is required to achieve justice for all*.

I, the Plaintiff, am completely confident that my complaint has more than enough veracity to survive. This 50 page complaint²⁹, filed in August 2016, included over 3,000³⁰ pages of information that supports all counts. I also prepared a few charts that highlighted actions that supported the counts³¹.

The original counts and supporting documents undeniably show the guilt of each defendant. But I, the Plaintiff, want to do more than receive an award for *my* damages. The defendants created the need and opportunity for this amendment. The need is to apply the laws that fit most closely to the acts by the defendants described in my complaint. The opportunity is to make every violation of law crystal clear so that the defendants, other banks and financial service firms will think many times *before doing this to others*. Restoring what the Defendants have taken from me *and* putting an end to this type of financial fraud will be real justice. This amendment is needed because justice so requires Rule 15(a)(2).

²⁸ See page 1453 in <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

²⁹ USDCNJ Filing #1 <http://finfix.org/proof/USDCNJ/USDC-Doc01.pdf> or <http://www.finfix.org/Federal-Complaint-by-VW.pdf>

³⁰ Supporting documents filed are included in <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

³¹ These charts and other viewable delineation of counts may be viewed in USDCN Filing #1 pp. 35-38, 112-114, 501-509, 1802, 3328-3331 in <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

PLAINTIFF HAS ALREADY JUSTIFIED JURISDICTION & REFUTED ROOKER-FELDMAN

The Rooker-Feldman defense was refuted in Plaintiffs filing #33 and in this response. The Defendants asserted Rooker-Feldman in filings #15, #29, #52, #87 and #88. The Plaintiff refuted their attempt at this defense in filings #33, #34, #81 and this document. (See Table 1 on page 5). These filings present explicit explanations including case examples to show why the Rooker-Feldman and statute of limitations defenses are not valid in this case. Filing #33 is based on: Denial of Due Process and Reasonableness. Nine examples were highlighted for denial of due process. Reasonableness explanations and examples were based upon burden, interests of forum, Plaintiff's interests, efficient resolution and furthering fundamentals.

EXCERPT FROM USDCNJ FILING #33 BY PLAINTIFF PP. 3-6

Jurisdiction should remain with the U.S. District Court for several reasons. This response focuses on two reasons³²:

- Due Process
- Reasonableness

You may view the remaining three pages of filing #33 which explains with specificity why these reasons are valid.

EXCERPT FROM USDCNJ FILING #81 BY PLAINTIFF p. 2 – 8

JUSTIFICATION FOR USDCNJ JURISDICTION

The justifications for this case being heard in the U.S. District Court of New Jersey are many, but this document focuses on:

- Rooker-Feldman Doctrine and Time Barred Are Not Justified
- Plaintiff Has Been Denied Due Process
- Need Federal Dominion – Defendants Locations in CA, TX, GA, FL, NY & India
- Federal Torts Statutes Protect Against Defendants' Bad Actions
- Further Delays & Wash., DC Location Pose Undue Burden to Plaintiff

You may view the remaining 5 pages of filing #81 that explain in detail why these reasons are valid.

³² Challenging Personal Jurisdiction: A Guide to the Procedure and Standards for Dismissing Lawsuits for Lack of Personal Jurisdiction, by Bryan J. Hung and Brian Myers, TTL, December 2014, Vol. 16, No. 3

ROOKER-FELDMAN DOCTRINE & TIME BARRED ARE NOT JUSTIFIED

The defendants contend that my case must be moved to the U.S. Supreme Court due to the Rooker-Feldman Doctrine and they believe it is time barred. Neither the Rooker-Feldman Doctrine nor the Fair Debt Collection Practices Act's (FDCPA) one-year statute of limitations applies to this case.

According to the Rooker-Feldman doctrine, "a U.S. district court has no authority to review final judgments of a state court in judicial proceedings"³³ The State of New Jersey never gave the Plaintiff the opportunity to present her case. The case was decided without the Plaintiff's knowledge, presence or input. The State of New Jersey did not *wrongly consider the issues before it; the State never considered the issues because it blocked hearing the issues.*

MORE ABOUT WHY STATUTE OF LIMITATIONS DOES NOT APPLY

Statute of Limitations defense is refuted in Plaintiff's filing #33 and in this response (see Table 1, p. 5) After 5 years of lies and deception by several defendants, I the Plaintiff, filed legal action in 2010. This was well within the state of limitations for fraud (6 years). It was within 3 years of the fraudulent mortgage being illegally executed, making it within the state of limitations for FDPCA and all counts.

Filing #81 also explains why this case is within the statutes of limitations. Further, the original complaint was filed within the one year statute of limitations for FDCPA; additional evidence was not revealed by the State of New Jersey until after this complaint was filed. According to Judge Jorge Luis Alonso, of the United States District Court for the Northern District of Illinois Eastern Division, the clock for the statute of limitations did not begin until after the complaint was filed, nullifying this defense for FDCPA. On March 27, 2017, United States District Court Judge Jorge L. Alonso denied a request to dismiss a Fair Debt Collection Practices Act (FDCPA) case as outside the one-year statute of limitations. The judge held that the "Discovery Rule" applies and that the statute doesn't begin to run until the plaintiff "discovers" the alleged violation, rather than from the date of occurrence of the activity that gives rise to the cause of action³⁴. By their actions, the defendants refused to acknowledge my contention. Revelation of the foreclosure files in 2017 removes all doubt for non-financial professionals. These files allow the defendants to "discover" the violation.

³³ *The Rooker-Feldman Doctrine and the Automatic Stay*, Feb. 2002, American Bankruptcy Institute, <https://www.abi.org/abi-journal/the-rooker-feldman-doctrine-and-the-automatic-stay>

³⁴ "Court Rules FDCPA Statute of Limitations Begins When Violation is Discovered", by Tim Bauer, President, InsideArm, April 6, 2017, The iA Institute publication insideARM.com. The Order may be downloaded at CaseInfo or InsideArm.

DEFENDANTS SPEND 5 YEARS TRYING TO *RECAST MY DEFENDANTS*

The defendants' attorneys continuing attempt to assert that Plaintiff has "incorrectly pled as Goldman Sachs" seems to be erroneous or malevolent. Is it intended to provoke? This claim is a repetitive pattern despite keen repudiations, thus suggests malevolence by provocation. Duane Morris attorneys are too competent, thorough and expert to allow such a shallow error. The Plaintiff has defined Goldman Sachs numerous times since the initial filing in 2010. Filings # 33, # 51 and # 80 by the Plaintiff with the U.S. District Court of New Jersey define Goldman Sachs and also refer to many of the previous documents that clearly define Goldman Sachs. The Federal Reserve acknowledged Goldman Sachs' ownership and responsibility for Litton Loan in their letter to the Plaintiff³⁵. The Plaintiff continues to levy these charges against Goldman Sachs (i.e. CIK 0000886982 & EIN 13-4019460 and NYSE Ticker GS) and all defendants³⁶.

THIS AMENDMENT AND POTENTIALLY OTHERS *BELONG TO THIS CASE*

I, the Plaintiff, direct the Defendants to Rule 15 in the Federal Rules of Civil Procedure, Edition 2018, in its entirety. In addition to 15(1)(2), 15(c)(1)(B) supports this amendment to the complaint. The Defendants' actions presented throughout the case filings, and highlighted in Attachment II, clearly shows that this claim "arose out of the conduct, transaction, or occurrence set out—or attempted to be set out – in the original pleading". Additionally, information presented in the case may be allowed during trial because "the court should freely permit an amendment when doing so will aid in presenting the merits and the objecting party fails to satisfy the court that the evidence would prejudice that party's action or defense on the merits"³⁷.

ASSERTION OF RULES 8, 9(b) AND 10(b) NOT VALID

RESPONSE TO 8, 9(B) AND 10(B). After the defendants pointed out deficiencies in filings #15 & #29 & #52, I, the Plaintiff, fixed those deficiencies in filings #33 & #81. The amended complaint and other supporting documents are on file with the USDCNJ as of March 1, 2018.

Rule 8 – supports granting leave to amend

The following short and plain statement –based on the claim filed– meets the requirements of Rule 8:

The defendants have violated several laws in the execution, administration and collection of a fraudulent mortgage. Their actions have caused the Plaintiff loss of revenue-generating assets, savings, retirement and worse, severe unrelenting health problems.

³⁵ Federal Reserve letter in response to Plaintiff's inquiry. http://finfix.org/proof/DD/FedReserve_VWvsLitton1.pdf

³⁶ See USDCNJ #51, especially p. 5 and p. 18 http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf

³⁷ Rule 15 in the Federal Rules of Civil Procedure, Edition 2018, 15(b)(1)

Losses continue to mount exponentially so demand for relief sought will be reassessed within one month of trial.

Since the State of New Jersey has denied the Plaintiff due process, legal firms have abandoned her, and fair regulation requires dominion of the Federal level, this case has been removed to the U.S. District Court of New Jersey.

This statement is an abridged version of the information presented in the complaint and case files.

"Federal Rules of Civil Procedure 8(a)(2) requires only a short and plain statement of the claim showing that the pleader is entitled to relief, in order to give the defendant fair notice of what the claim is and the grounds upon which it rests." *Twombly*, 550 U.S. at 555 (quotations and citation omitted). "When there are well-pleaded allegations, a court should assume their veracity and then determine whether they plausibly give rise to an entitlement of relief." *Ashcroft v. Iqbal*, 129 S.Ct. 1937, 1950 (2009).³⁸ Each complaint included extensive corroborating information. Subsequent filings provided additional information that further bolsters proof of the Defendants' guilt.

Rule 9 (b) – supports granting leave to amend

The filed documents comply with Rule 9(b) in several places including pp. 3351, 3653 and 3660 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>; forgery and other elements of fraud (i.e. forged and manipulated) are also explained in filings # 41 , #27 and in this document.

Rule 10 (b) – supports granting leave to amend

Trying to structurally comply with rule 10 (b) is certainly one of the reasons that firms get away with complex, interrelated fraud. In my case this requires hundreds of pages and it prohibits explaining the complexities of the defendants' actions with clarity in fewer pages. Consequently, the complaint filed in August 2016 includes the charges and extensive information supporting the charges. I have created a new description of the fraud in the revised complaint that links to examples throughout the case filings.

³⁸ From an article by Paul Ferrer, Senior Attorney, National Legal Research Group, in The Lawletter Vol 38 No 7, posted in The Lawletter Blog by Gale Burns that references *Twombly*, 550 U.S. at 555 and *Ashcroft v. Iqbal*, 129 S.Ct. 1937, 1950 (2009) .

PLAINTIFF LITIGATING UNDER DURESS

The Court should be aware that I, the Plaintiff, prepared the complaint filed in August 2016 under duress. I was still undergoing physical therapy and in great pain. The pain escalated physically and financially and led to major surgery in July 2017. I have still not been released by my surgeon. I am proceeding despite 2 emergency hospitalizations since July. Earlier during this litigation, I worked with multiple attorneys and retained the law firm of Denbeaux and Denbeaux after multiple surgeries and an extended hospitalization a year later. These are not all of the surgeries and hospitalizations that I have endured since the Defendants began their reign of fraud. My doctors helped me realize that mine is a stress induced medical condition.

EXCEEDS FACIAL PLAUSIBILITY REQUIREMENT

My claim exceeds the facial plausibility requirement. "A claim has "facial plausibility" when the plaintiff pleads "factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." ³⁹ Information in the case filings undeniably proves that each defendant is liable for misconduct defined in the pleadings. My complaint including its supporting documents and the amendment should not be dismissed. "Because the plaintiff is entitled to the benefit of the doubt, "it is not the province of the court to dismiss the complaint on the basis of the court's choice among plausible alternatives"; rather, "the choice between or among plausible interpretations of the evidence will be a task for the factfinder," assuming that the plaintiff "can adduce sufficient evidence to support its factual allegations." ⁴⁰

I, the Plaintiff, have done my job. "Under the reasoning of the Second Circuit, the plaintiff's job is to provide sufficient facts to create a plausible scenario for holding the defendant liable for the conduct alleged, not necessarily the most plausible scenario" ⁴¹.

³⁹ From an article by Paul Ferrer, Senior Attorney, National Legal Research Group, in The Lawletter Vol 38 No 7, posted in The Lawletter Blog by Gale Burns that referenced Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)) .

⁴⁰ From an article by Paul Ferrer, Senior Attorney, National Legal Research Group, in The Lawletter Vol 38 No 7, posted in The Lawletter Blog by Gale Burns

⁴¹ Ibid.

Facial plausibility has been more than met by many facts presented in documents filed with the complaint. These include but are not limited to:

1. Litton Loan illegally increased mortgage principal	CLICK HERE
2. Amortization of Mortgages	CLICK HERE
3. Fraudulent Mortgage (<u>Attempt to Correct Mortgage</u>)	CLICK HERE
4. Defendant’s Attempt to Correct	CLICK HERE
5. Letter to Confirm Their Error Fix (actually to delay)	CLICK HERE
6. Payments Delivered Before Deadline Confirmed by Litton	CLICK HERE
7. Proof of Plaintiff’s payments	CLICK HERE
8. Litton’s Promise Supported with <i>many</i> Financial Analyses	CLICK HERE
9. Fraudulent Mortgage Signed by Sanctioned Attorney and Notary without Plaintiff’s presence	CLICK HERE
10. Federal Reserve response suggests given false information	CLICK HERE
11. Process that Enabled the Fraud	CLICK HERE
12. Further corroboration will be provided from financial institutions with subpoena and former employees of Fremont and Litton Loan	CLICK HERE
Table 3. CLICK TO VIEW OR DOWNLOAD	

Every single Defendant abdicated *clean hands* in their handling of the fraudulent mortgage. HSBC, Goldman Sachs, Fremont Investment & Loan (out of business) and Litton Loan each had a role in the creation of the fraudulent mortgage. HSBC, Goldman Sachs, Litton Loan, Ocwen and Stern & Eisenberg had an active role in the collection and theft of property using the fraudulent mortgage. Actions of every defendant not only constitute intertwined, pervasive and massive fraud, their actions also constitute every count in the amended complaint as well as other Federal laws cited in this document⁴². Evidentiary documents and other information in the case files point to additional sources of evidence⁴³.

⁴² See Federal laws cited in footnote ([click to go to bookmarked](#))

⁴³ See <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> and all USDCNJ filings since 2016.

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

II. STANDARD

Leave to amend is liberally given. Fed. R. Civ. P. 15(a)(2). This liberal standard is not, however, boundless. A district court may deny leave to amend on the grounds that amendment would cause undue delay or prejudice, or that amendment would be futile. See *Foman v. Davis*, 371 U.S. 178 (1962); *Oran v. Stafford*, 226 F.3d 275 (3d Cir. 2000). An amendment is futile when “the complaint, as amended, would fail to state a claim upon which relief could be granted.” *In re NAHC, Inc. Sec. Litig.*, 306 F.3d 1314, 1332 (3d Cir. 2002).

PLAINTIFF'S RESPONSE This claim provides unprecedented reasons to grant relief. Some of our strongest legal minds understand this. HSBC and Goldman Sachs paid \$470M and \$5B in settlement fees in hopes to stem paying more relief. They have surely paid off others who have backed down. But I will not cave. I intend to see this through. The evidence already filed is more than sufficient to prove my case. Witness testimony and responses to subpoenas will put the nails in the coffin.

Justification for leave to amend is provided in pages 1 – 12 of this document. I will take this opportunity to add more information to the improper representation reasons.

I, the Plaintiff, have received poor and incomplete representation in this matter over the years. My most recent attorney, Josh Denbeaux was recommended by a close and respected colleague. The reach of Denbeaux' influence is greatly extended by his father and the any Seton Hall Law School students and graduates who have worked at his firm. Josh Denbeaux' father, Mark P. Denbeaux, is a highly respected and influential professor at Seton Hall Law School. Mark P. Denbeaux is also on the masthead of Denbeaux and Denbeaux stationery. Mark Denbeaux' position strongly elevated the expected quality and pervasiveness of resources that I believed were available to me.

The law firm of Denbeaux and Denbeaux withdrew as my counsel in October 2014⁴⁴, just a few weeks after the foreclosure that I did not learn about until about 2 years later. This in itself is one reason to remove my case to the U.S. District Court of New Jersey as well as for this amendment.

Relief can be granted on this claim as stated on page 13 and in the revised complaint (enclosed).

My attempts at open and forthright communications with the defendants and their counsel have proven futile⁴⁵. Some of these attempts re documents in the case files. Other examples remain in my files. I, the Plaintiff, decided not to seek “the opposing party’s written consent”⁴⁶ but rather to seek “the court’s leave”⁴⁷.

⁴⁴ Denbeaux & Denbeaux withdrew VIEW

⁴⁵ See Filing #27 and several places in case files.

⁴⁶ Federal Rules of Civil Procedure 15(a)(2). See Attachment I.

⁴⁷ Ibid.

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

II. STANDARD cont'd.

With the filing of this second Motion for Leave to Amend her Complaint, it appears that Plaintiff is conceding that her first Motion for Leave to Amend the Complaint [Docket Entry 78] was deficient, however it has not been withdrawn or decided to date and remains pending.

PLAINTIFF'S RESPONSE: Nothing could be further from the truth. My, the Plaintiff's, case was sound when I first filed it in 2010. The delays by the defendants have allowed my case to grow stronger and stronger as more evidence was collected. Most of this information has been available to the Defendants' attorneys since I became aware of their assignment to my case in 2013. When the defendants' lead attorney, Mr. Seiden, asked me to recorder my evidence chronologically, I did so and submitted it to the New Jersey Courts in Nov. 2014. In 2016, the Plaintiff began researching Federal laws that were violated. The research continued after the defendants' Dec. 2016 Motion to Dismiss. The research results were narrowed down, qualified and prioritized the Federal laws violated after the defendants' filed a Motion to Dismiss USDCN Filing #15 on Dec. 20, 2016. Since then, the defendants have filed 18 more documents in an effort to further deny me (the Plaintiff), my day in court (see Attachment III of this document). I learned many years ago that the best defense is a good offense. I also learned to "threaten the threatener put on the dauntless spirit of resolution.....Show boldness and aspiring confidence"⁴⁸. The next step had to be a strong offensive move that charged the defendants with at least one of their crimes⁴⁹ that all of my attorneys had overlooked. So I, the Plaintiff, decided to finish and file the amended complaint after reviewing the defendant's letter dated Feb. 9, 2018.

⁴⁸ The Plaintiff learned this lesson from many sources over her life; this excerpt comes from King John by William Shakespeare, published 1623

⁴⁹ Other crimes documented in this case violate federal laws listed in Ibid 9 on page 4.

DEFENDANTS CREATED NEED AND OPPORTUNITY⁵⁰

It is the actions of the defendants and their counsel that created the need and opportunity to add this count. By failing to notify me, the Plaintiff, of Court dates as required by the State of New Jersey⁵¹, causing my latest attorneys to quit⁵², exacerbating the fraud with further, unnecessary delays and false filings⁵³, I, the Plaintiff, have been forced to represent myself and make up the shortcomings of my legal teams.

I, the Plaintiff, have identified several additional Federal laws that the defendants violated⁵⁴. I do not have enough resources to write the counts for these violations at this time. To help discourage the defendants and others from violating these laws in the future, additional counts should be memorialized by being added to my case. I do not have time to do this alone.

Due to the health and financial toll that this 13-year legal battle has taken, I prefer to move forward to trial as soon as possible.

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

III. ARGUMENT

A. The Proposed Amended Complaint Does Not Comply With Rule 8.

Rule 8(a)(2) requires a pleader to include in his or her complaint “a short and plain statement of the claim showing that the pleader is entitled to relief[.]” The proposed Amended Complaint lumps all Defendants together, making bare assertions that all three defendants committed actionable wrongdoing, but including no facts to substantiate such a claim. This manner of pleading does not comply with Rule 8.

Nowhere in the Amended Complaint does it state which defendant did what, when, where, or how to Plaintiff causing the alleged damages. Each and every Count of the Amended Complaint is a generic splattering of allegations lumping all defendants together.

⁵⁰ It is the Defendants who created the situation and the justification for this amendment of the complaint. There are several examples in case filings including p. 1908 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> .

⁵¹ Note this pointed out in NJ Court filing pp. 1879, 1891, 1894, 1895 NJ requires person filing motion to notify all parties <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

⁵² Note Denbeaux withdrawal letter

⁵³ Note filings from Foreclosure File & Lambropolous insult in case filings pp. 1541 – 1544 in <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> Goldman Sachs -> Litton Loan -> HSBC path to fraud 1534 – 1544

⁵⁴ See reference about CITED op. cit.

This Court has consistently rejected similar shotgun approaches. See *Boyd v. New Jersey Dep't of Corrections*, No. 12-6612 (DRD), 2013 U.S. Dist. LEXIS 37645, *16 (D.N.J. March 18, 2013) (complaint is deficient where plaintiffs allege “each of their claims against all eleven Defendants, but failed to set forth specific facts indicating each Defendant’s liability for each claim”); *Lugo-Vazquez v. Grondlosky*, No. 08-986 (JBS), 2010 U.S. Dist. LEXIS 54401, *4-7 (D.N.J. June 2, 2010) (dismissing “largely incomprehensible” complaint where, “[a]mong other problems, it does not allege which defendant, if any, engaged in which complaint”); *Allen v. New Jersey*, No. 09-4502 (MLC), 2009 U.S. Dist. LEXIS 104931, *7 (D.N.J. Nov. 10, 2009) (“while Plaintiff names five separate individual defendants, he fails to identify both the specific prohibited conduct in which each Defendant allegedly engaged as well as how Plaintiff was harmed by same”); *Francis v. Joint Force Headquarters Nat'l Guard*, No. 05-4882 (JBS), 2008 U.S. Dist. LEXIS 80469, *14 (D.N.J. Oct. 7, 2008) (“[i]n light of the total absence of factual allegations from the Amended Complaint from which the Defendants might divine what each Defendant allegedly did to Plaintiff and how Plaintiff was harmed by such conduct . . . Defendants cannot reasonably prepare a response to the allegations in the Amended Complaint” (citation and quotations omitted)). “Without such specificity Defendants will not know the basis of Plaintiffs’ claims against them and remain unable to respond to those claims.” *Boyd*, 2013 U.S. Dist. LEXIS 37645 at *20. Certainly such conclusory “unadorned, the-defendant-unlawfully-harmed-me accusation[s]” are inadequate under Rule 8(a)(2). *Iqbal*, 556 U.S. at 678; *Twombly*, 550 U.S. at 555 (“a plaintiff’s obligation to provide the ‘grounds’ of his ‘entitle[ment] to relief’ requires more than labels and conclusions”). Leave to amend should be denied because the proposed Amended Complaint does not comply with Rule 8.

PLAINTIFF'S RESPONSE The case files are packed with facts that support and were part of the claim submitted. The common grain among all defendants is the *fraudulent mortgage*⁵⁵. **The mortgage should have started with a principal balance of about \$35,000 plus any advance not \$261,000, with a fixed rate of 7% not an adjustable rate of 10.5%, and would have been paid off no later than 2011**⁵⁶. Litton Loan initiated the fraud. HSBC and Goldman Sachs facilitated Fremont in perpetuating Litton's fraud. Litton Loan and Fremont Investment and Loan emboldened the fraudulent administration of the fraudulent mortgage. Goldman Sachs sold the fraudulent mortgage to Ocwen when they dumped Litton Loan. Ocwen, as did Goldman Sachs, HSBC and Litton, ignored my contention and evidence that the mortgage was fraudulent⁵⁷. Each defendant provided deflections and lies in their apparent false contention that they would correct each other's errors. Some evaded responsibility by moving or disappearing⁵⁸. Stern & Eisenberg supported the fraud by conducting a fraudulent foreclosure. This is proven by documents submitted⁵⁹ in support of the complaint filed with the Court. This fraud and their supporting actions will be further corroborated by witnesses and documents to be subpoenaed. This is explained repeatedly in the case filings. Attachment V highlights some of the examples of why the mortgage is wrong.

There are several places throughout the supporting documents that accompany the complaint that "state which defendant did what, when, where, or how to Plaintiff causing the alleged damages". This is explained on pg. 8 of this document in response to the Defendant's assertion of Rule 8. A narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, click to download. The "what, when, where and how" of the Defendants' illegal actions are also explained on pg. 24 and in Attachment VII of this document. This information was provided to Federal Authorities a few years before HSBC and Goldman Sachs paid \$479M and \$5B, respectively, for the same charges that I levied in this case⁶⁰.

⁵⁵ Evidence of the fraudulent mortgage is provided in several case documents including USDCNJ Filings #38, (foreclosure files), 40 (foreclosure files), 41 (interest rates), 57 (LIBOR, etc), & 58 (foreclosure files). USDCNJ and NJ filings include amortization Exhibit 3, mortgage records Exhibit 2.

⁵⁶ This is supported by research and analysis by the Plaintiff, a recognized professional in finance and operations. Although the Plaintiff's education in finance began in the early 1960's, a profile with economic related jobs starting in 1971 was filed. . http://www.finfix.org/proof/ADDL18/VWilliams_Financial-Economics-Operations-Expertise.pdf

⁵⁷ Several places in case documents including p. 183 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁵⁸ See p. 3624 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁵⁹ In addition to the USDCNJ Filings listed in footnote #13, USDCNJ Filing #1 with Mortgage History can also be viewed in Discovery Document Exhibit 3 also in pp.18, 123, 137, 176-177 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁶⁰ See pp. 40, 403, 470 and 330 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

I, the Plaintiff, have tried for many years to explain the fraud but Defendants have refused to listen. Their efforts have been focused on trying to shut down my case and wear me down. Just a few of the fraudulent and illegal actions that are documented throughout the case filings include financial inaccuracies, deflective refinance and hijacking my digital signature.

FINANCIAL INACCURACIES. The defendants refuse to acknowledge that it is not possible to own a property for 26 years without a foreclosure unless one pays the mortgage. Despite receiving an accurate recast amortization backup up by mortgage notes, the defendants still require proof of payment⁶¹ back to 1983. Many financial professionals consider my accounting journals⁶² sufficient because it shows a consistent pattern of long-term payments. The Defendants want more. My financial institutions cannot provide statements before 2001 without a subpoena. They are all ready to provide proof of mortgage payments back to 1983 as soon as I can provide them with subpoenas.

DEFLECTIVE REFI. Fremont changed the type of mortgage and interest rate from adjustable to fixed and from 10.5 to 7.24, respectively, as promised. Fremont DID NOT, however, correct the principal. It is still about \$261,000 higher than it should be. Rather than correct the principal, Fremont suddenly closed to comply with the cease and desist order issued by the FDIC⁶³.

HIJACKED DIGITAL SIGNATURE. I, the Plaintiff, do not use digital signatures to sign contracts particularly, if they are multi-year, have strict terms and conditions, or have a value greater than \$5,000. My digital signature was hijacked by one or more defendants involved in the execution, filing and collection of their fraudulent mortgage and used to forge documents.

Attachment V highlights some of the examples of why the mortgage is wrong.

The Defendants describe this complaint as “largely incomprehensible”. Indeed, what the Defendants did is not understood by many. That is one of the reasons that they have gotten away with it for so long. Goldman Sachs and Litton Loan first received my complaint in 2010. All Defendants received the complaint in 2013. It is only now, 8 years later as we hopefully approach trial that they allege not to understand. The attorneys and some of the defendants may not understand but there are employees of Goldman Sachs and HSBC with financial expertise who understand quite

⁶¹ Transaction reports from Plaintiff's accounting system detail most mortgage payments since 2003; see <http://finfix.org/proof/ADDL18/Mortgage-History-Ledger-ALL.xlsx>

⁶² Ibid.

⁶³ See footnote #9.

well⁶⁴. This case is understood by those with solid finance and operations expertise. Moreover, the Plaintiff has a 35 plus year track record⁶⁵ of explaining financial and operational complexities to audiences of varied education and experience. The Plaintiff is prepared to deliver clear, easy to understand explanations using charts⁶⁶ and pictures⁶⁷ and audio visual presentations⁶⁸ to allow the jury to understand the many tactics and illegal actions that underline the defendants' fraud.

12 YEARS OF PREPARATION POSITIONED FOR DISCOVERY & TRIAL. I have categorized and ranked all documents and relevant exhibits, charts and tables that were filed with the Court. Filings currently include over 4,000 pages of information; over 8 indices of unique information have been created ([click to view](#) Attachment VI of this document). The categorized rank denotes the type of illegal action and its impact. Each document and piece of information is hyperlinked to the source document located on my PC and/or online. This makes it easy and efficient for me, or anyone helping me, to add or integrate the information that will be gained from witness testimony and subpoenas. This will embolden my ability to deliver a wide-ranging, poignant and easily understood presentation to the jury. I know how to, *and will*, explain the complexities of this web of illegal actions to all jury members including those who do not have financial or operational knowledge.

⁶⁴ In 2014, Plaintiff suggested attorneys let their clients explain p. 684 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁶⁵ These are a few of the documents that confirm the Plaintiff's ability to explain the complexities of this case:
Resume [LINK](http://www.veronicawilliams.com/downloads/VWilliams_Financial-Economics-Operations-Expertise.pdf) http://www.veronicawilliams.com/downloads/VWilliams_Financial-Economics-Operations-Expertise.pdf
Books, Articles & Other Publications [LINK](http://www.veronicawilliams.com/publications.html) <http://www.veronicawilliams.com/publications.html>
Keynotes & other Speeches [LINK](http://www.veronicawilliams.com/lecturer.html) <http://www.veronicawilliams.com/lecturer.html>

Marquis Lifetime Achievement Award [LINK](http://www.veronicawilliams.com/downloads/Williams_Press-Release-MARQUIS_LAA-2017.pdf) http://www.veronicawilliams.com/downloads/Williams_Press-Release-MARQUIS_LAA-2017.pdf

⁶⁶ One of the charts can be viewed at [Attachment IV](#).

⁶⁷ One of the pictures was produced from the fraud dimension of the master timeline. See [Attachment II](#).

⁶⁸ One of the explanatory presentations may be viewed at <https://www.youtube.com/watch?v=EoMSm-e3dhg&t=2s>

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

III. ARGUMENT

B. The Proposed Amended Complaint Does Not Comply with Rule 9(b).

Rule 9(b) requires that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.” Thus, the “plaintiff alleging fraud [must] state the circumstances of the alleged fraud with sufficient particularity to place the defendant on notice of the ‘precise misconduct with which it is charged.’” *Frederico v. Home Depot*, 507 F.3d 188, 200 (3d Cir. 2007) (quoting *Lum v. Bank of Am.*, 361 F.3d 217, 223-24 (3d Cir. 2004)). Plaintiff is seeking to add Count VII which is based on the allegations that defendants committed some sort of fraud. Therefore, Plaintiff must meet this requirement by pleading “the date, time and place of the alleged fraud or otherwise inject[ing] precision or some measure of substantiation into a fraud allegation.” *Id.* Plaintiff failed to plead the fraud claim with the necessary specificity.

In addition, fraud claims may not “rely upon blanket references to acts or omissions by all of the defendants, for each defendant named in the complaint is entitled to be apprised of the circumstances surrounding the fraudulent conduct with which he individually stands charged.”

ABF Capital Mgmt. v. Askin Capital Mgmt., L.P., 957 F. Supp. 1308, 1318 (S.D.N.Y. 1997).

Plaintiffs fail to meet this standard. As stated above, Plaintiff’s Amended Complaint fails to separate out each defendants’ actions or inactions throughout the entire pleading. As such, the Motion should be denied.

PLAINTIFF’S RESPONSE: The claim and the supporting documents that accompanied it, provide extensive and detailed examples of each defendants’ actions and inactions. The circumstances *with specific particularity* are included with the complete claim submitted. When Mr. Barenbaum called me, the Plaintiff, in 2016 to tell me members of his staff were at the U.S. District Court of New Jersey in Newark and could not find the documents, I gave him the name and phone number of the Court employee who offered to give his staff all documents that completed the complaint *while they were there*. I, the Plaintiff, explained the fraud to Mr. Seiden, Defendants’

attorney, when he deposed me face-to-face in October 2014⁶⁹. I also gave him written details. This contention that I did not state with a “particularity the circumstances constituting fraud “ lets me know that Mr. Seiden may have been telling me the truth when he said he had not read the documents that I filed with the NJ Courts and again with the U.S. District Court of New Jersey. This is even after I put them in chronological order in response to his request⁷⁰.

The Defendants have had my complaints with extensive supporting evidence since 2010 and *only now*, insist that the attachments be integrated into the text of the section that contains the counts. The format of the complaint that was filed conforms to the Defendants’ request and is much easier to navigate than a physical document that would be more than 3,000 pages. Allowing the Defendants’ demand that the complaint be reordered rather than review what has been filed, would pose an overwhelming and undue burden on the Plaintiff.

The actions of fraud by the defendants are explained throughout the supporting documents filed with the complaint and again in Attachment I of the revised complaint⁷¹. A pictorial timeline of selected fraudulent actions is provided in Attachment II. Explanations are also provided in 4 summaries in Attachment VII that have helped others to understand the defendants’ fraud. The last three are either part of the case files or referenced in documents or pages in the case files. I prepared the first summary for this response. It is an amalgamation of the other 3 summaries, information from the case files and from my deposition.

⁶⁹ The deposition that I received from my former attorney [CLICK TO DOWNLOAD](#) is quite different from the deposition that I received from the defendants’ attorney in response to direction by the Magistrate Judge [CLICK TO DOWNLOAD](#).

⁷⁰ See p. 3635 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

⁷¹ A revised complaint is enclosed. A new summary with information from the case files has been added to the last amended complaint.

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

III. ARGUMENT cont'd.

C. The Proposed New Count of the Amended Complaint Fails to Comply with Rule 10(b).

Plaintiff's Amended Complaint contains no numbered paragraphs in violation of Rule 10(b), which requires that a "party must state its claims or defenses in numbered paragraphs..."

On this basis alone, the Motion for Leave to Amend should be denied.

PLAINTIFF'S RESPONSE The Plaintiff gave the Defendants the complaint and all filings in digital format to make navigation and referencing easier. This is the first time in years that the Defendants have objected to the format of the claim. Numbers have been added to paragraphs in the revised complaint. The revised complaint is enclosed with this document.

Since the defendants have forced me to continue my pursuit of justice Per Se, after exhausting my financial resources, and pushed my health to the limit, I ask the Court to accept this **sixth revision** of my complaint.

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

III. ARGUMENT cont'd.

D. The Motion Should be Denied as Plaintiffs Fail to Satisfy Rule 15(a)(2) for Leave to File an Amended Complaint as Any Amendment Would be Futile.

Rule 15(a)(2) governs the Motion. However, a review of the Rule does not end the inquiry. The U.S. Supreme Court has held that leave to amend should not be granted if there is “an undue delay⁷², bad faith or dilatory⁷³ motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.” *Foman v. Davis*, 371 U.S. 178, 182 (U.S. 1962). Furthermore, in *Dole v. Arco Chemical Co.*, 921 F.2d 484, 487 (3d Cir. 1990) the Third Circuit held that: “The policy favoring liberal amendment of pleadings is not, however, unbounded.”

“A proposed amendment is futile if it ‘would fail to state a claim upon which relief could be granted.’” *Garcia v. City of Paterson*, 2012 U.S. Dist. LEXIS 132515 (D.N.J. Sept. 17, 2012) (citing *Shane v. Fauver*, 213 F.3d 113, 115 (3d Cir. 2000)). In determining futility, “the Court employs the Rule 12(b)(6) motion to dismiss standard.” *Monroe v. City of Hoboken*, 2012 U.S. Dist. LEXIS 50096 (D.N.J. Apr. 10, 2012) (denying leave to amend on grounds of futility because proposed amendment did not state a claim to relief that is plausible on its face).

Any amendment to the claims asserted against Defendants would be futile. Plaintiff alleges that she is seeking to add a count based upon “wrongful or fraudulent inducement by Defendants against Plaintiff to convince Plaintiff to maintain the status quo.” As discussed in Defendants’ Motion to Dismiss, all of Plaintiff’s claims are either barred the *Rooker-Feldman* doctrine, barred by the applicable statute of limitations, are precluded by *Res Judicata*, and barred by the statute of limitations. This amendment does not change that analysis and would therefore

⁷² It is the Defendants who have delayed and created the situation and the justification for this amendment of the complaint. There are several examples in case filings including p. 1908 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁷³ The defendants have exhibited procrastination throughout the past 13 years than the Plaintiff.

be futile.

Plaintiff will not belabor the points made in the pending Motion to Dismiss, but to summarize: On June 12, 2013, Williams filed a complaint in the Superior Court of New Jersey against all of the same defendants in this action. After discovery, Defendants filed for summary judgment on all four claims. Ultimately, after all but one Defendant was granted Summary Judgment, Plaintiff failed to prosecute her action and the case was dismissed. Plaintiff attempted an appeal with the Appellate Division and to have the matter heard by the Supreme Court of New Jersey, but both efforts failed. This case was then initiated, but due to Plaintiff's health was administratively dismissed and subsequently re-opened at Plaintiff's request. Plaintiff now seeks to add a count premised upon a generalized assertion that unspecified defendants caused Plaintiff to not take action. Any claim that it has been Defendants who have somehow induced Plaintiff to any sort of inaction is grossly inconsistent with the procedural history of this litigation. As is plainly evident by the docket, Plaintiff has been very active. Therefore, in addition to the fact that the new count is precluded for all of the reasons in the pending Motion to Dismiss, it is also inconsistent with the truth. As such, Plaintiff's amendment would be futile and the Motion should be denied.

PLAINTIFF'S RESPONSE

This motion is not solely governed by Rule 15(a)(2) but also by Rule 16(c)(2) and Rule 15(c)(1)(B). The explanation has been provided in my response to I. Introduction ([click to read](#)).

The full scope of Rule 15 demands that this and other amendments be allowed. This is a relation back amendment 15(c)(1)(B) and, as such, has greater bearing on the need to freely give leave to achieve justice 15(a)(2). Remember, I, the Plaintiff, am not an attorney. I was denied due process and, had poor and inconsistent representation who failed to include the most applicable counts in both complaints that they authored. Moreover, since the Plaintiff has been prohibited from retaining counsel and slowed down due to health problems caused by the defendants, justice can only be achieved by adding this and other counts. Those who authored the Federal Rules of Civil Procedure brilliantly included these rules to help protect against abuse of power by parties in situations like this case.

The Defendants also cite Foman v. Davis and quote delays as a motive by the movant. The Defendants are hardly in the position to argue delays. The defendants have violated several laws repeatedly, by their actions to delay since 2006. (some examples highlighted in Attachment II). In addition to mistruths and deflections⁷⁴, other delays by the Defendants are just another example of denying due process. The State of New Jersey, possibly encouraged by the Defendants, also bears responsibility for delays and denial of due process⁷⁵. These are not the only ways in which the Defendants caused delays. The health problems caused by the Defendants further intensified the Plaintiff's difficulty in achieving due process. My doctors will testify about the unimaginable number of major surgeries and hospitalizations that I have endured since the defendants' reign of fraud began. My doctors⁷⁶ helped me to realize that the defendants were the cause, and the exacerbation, of my illnesses. The Defendants also quote "repeated failure to cure deficiencies". I, the Plaintiff, have responded to all notifications of deficiencies and am not aware of any further deficiencies.

The claim was written by me, the Plaintiff, as directed by all of my attorneys and modified as requested by Defendants' attorney. This is the first time in 4 years that Defendants' attorney has raised the statement of claim as an issue. Could this be due to Defendants' attorney's focus on other strategies? This assertion by the Defendants is yet more reason that poor representation and denial of due process demands that this and other counts must be allowed to achieve justice. Also, the claim *is* a statement upon which relief could be granted. (see short & plain statement, Attachment II & Attachment VII). Relief can and should be granted. I, the Plaintiff, have identified and planned relief to partially compensate for damages to me and also to help others from suffering a similar fate.

The citations and references given by the Defendants' do not support the facts in this case. For example, Table 4 shows why *Monroe v. City of Hoboken* *does not* support the denial of my amendment. The responses in this document show, in many places, that Rule 12(b)(6) *does not apply* because I *have not failed* "to state a claim upon which relief can be granted"⁷⁷. The Defendants' actions perpetrated a perpetual fraud by forging documents, providing incorrect information, making false promises and more as evidenced and explained throughout the case file and stressed in Table 3.

⁷⁴ The first, second and fourth examples of deflection in this document are just a few in the case filings.

⁷⁵ See "NJ Continues to Deny Due Process" in pp. 3649 – 3651 in <http://www.fixfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf> & USDCNJ Filing #39, and "Reasons to Add NJ as a Defendant" USDCNJ Filing #43.

⁷⁶ Doctor's orders/prescriptions are included in <http://www.fixfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁷⁷ Federal Rules of Civil Procedure Rule 12(b)(6);

This is a complex case with many moving parts. I provided several clear and plain explanations in the supporting documents. In this document, I have also used case files to recast the common grain among all defendants; give an updated accurate and complete summary and explain why the complexities require hundreds of pages for clarity. (see Attachment II for pictorial explanation)

The Defendants present an incomplete quote from filing #78⁷⁸. The full quote is:
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.

The Defendants state that the amendment to these claims “would be futile” by again resorting to an attempt to assert the Rooker-Feldman doctrine. The Plaintiff has repeatedly refuted this doctrine with sound arguments and case examples in this document and in other case filings (see Table 1, p. 5). The Defendants also resort again to trying to assert a Statute of Limitations defense. This defense has been absolutely refuted by USDC Judge Alonso, NJ & Federal statutes, an explicit repudiation in this document and in U.S. District Court of New Jersey filings #33 and #81.

Referenced documents were *not* left out of earlier documents because I, the Plaintiff, did not want to belabor the details. I, the Plaintiff, do not have the time or money to pay people to copy and insert the documents that have been filed with the U.S. District Court of New Jersey. Further, adding documents that have already been filed would make this response over 3,000 pages.

⁷⁸ USDCNJ Filing #78 entitled “False Inducement to Inaction” was to add a count that described the essence of how the Defendants convinced the Plaintiff to allow them to correct errors rather than take legal action.

I, the Plaintiff, present a summary that is quite a different take and more comprehensive than the summary provided by the Defendants:

The defendants' reign of fraud began in 2005, 8 years before HSBC retained Duane Morris and Mr. Seiden was assigned to my case. Other law firms preceded Duane Morris. This is a true, accurate and complete summary of my case:

Litton Loan kicked off this reign of fraud (2005) when it began falsely increasing the principal balance of my mortgage by failing to record payments received. Litton Loan (2005 – 2007 & 2008 – 2011) and Fremont Investment and Loan, based on the documents submitted, appeared to have collaborated to increase my mortgage balance by over \$261,000; forged my signature and manipulated pages to create *and file* a fraudulent mortgage. In response to a **sanction** from the Federal Reserve, Goldman Sachs stopped Litton Loan from originating mortgages. The Federal Deposit Insurance Corporation **put Fremont out of business**. Both companies repeatedly **promised** to correct the "error" until I was fed up and **filed legal action** (2011 and again in 2013) with the NJ Courts. When the NJ Courts foreclosed at a hearing that I could not attend (I abruptly ended a trip and was driving from Florida), I took tried to encourage the defendants to admit the problem and cancel the foreclosure. This started 7 years of me being **denied due process by the NJ Courts**.

I was repeatedly denied due process by the State of New Jersey. Virtually all hearings were held without notifying me, my presence or my input. U.S. certified mail *was lost*⁷⁹ (filing #39) by the State of New Jersey Capital Post Office. A Judge **denied me from attending a hearing** when I was representing myself!

My legal representation was subpar. The defendants' attorneys and my attorneys *appear to have* conspired to complete the theft of my home. Their failure to schedule mediation, and presenting me with a fake legal document, are just two examples of questionable behavior. A third is that neither my attorneys nor the defendants' attorneys (when I was Per Se) notified me of hearings and court decisions. As I was denied due process by the NJ Courts, Goldman Sachs **sold the fraudulent mortgage to Ocwen** (2011 – Now). Ocwen has **continued collection efforts** despite my complaints. So I

⁷⁹ See pp.72 – 89 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

filed to remove my legal action to the U.S. District Court of New Jersey in August 2016. Now, 13 years later, I am fighting for my day in Court heard by a jury of my peers.

This response references over 4,000 pages of evidence and legal response that have been filed with the U.S. District Court of New Jersey and others. Also referenced is a narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). I now battle life threatening, stress induced illnesses; have exhausted my savings and retirement; and now am struggling to survive on public assistance.

A new, expanded summary is provided in [Attachment VII](#). Older summaries, including those provided in the case filings are also in [Attachment VII](#).

The Defendants state the “Plaintiff failed to prosecute her action and the case was dismissed”. I, the Plaintiff, tried to prosecute but was heinously and aggressively denied due process⁸⁰. Examples are given in this document and throughout the case files. These include several actions by the State of New Jersey⁸¹. The Defendants contributed mightily to the Plaintiff’s inability to prosecute; the **defendants should *not be rewarded* for failing to show up & other bad acts⁸²**.

The Defendants are hardly one to describe factual statements that I have put forth as “inconsistent with the truth”. Is this another desperate move to avoid disclosing actions that warrant sanction? The Plaintiff can prove more than what has been presented in the case filings. I have chosen to only present evidence necessary to tell my story. I, the Plaintiff, have not presented any lies (i.e. inconsistent with the truth). From hereon I shall no longer soft peddle with words like falsehoods, wrongdoings or inconsistent with the truth. I shall use *lies* to describe blatant lies.

⁸⁰ Corroborated examples are given throughout the case files and in this document on pp. 1, 24, 26, 85 & 94.

⁸¹ Unfair actions by the State of New Jersey are listed in the case files and also in USDCNJ filings #42, #43 & #45. Due to Federal procedures, The State of New Jersey must be dealt with separately from this case.

⁸² For just a few of the Defendants’ bad acts see pp. 19, 39 & 149 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

In the complaint, I only named 7 of the *at least* 13 organizations and individuals involved in defrauding me. Those not named in this legal action include:

- NJ Courts⁸³
- NJ Capital Post Office⁸⁴
- Daniel Roy, NJ attorney⁸⁵
- Mortgage Investigator⁸⁶
- NJ Notary⁸⁷
- Monica Hardaway, TX Notary⁸⁸

A formal investigation will surely reveal more people who were involved. More information is included in the case filings. These entities, individuals and others may be added to the Witness and Subpoena list. Additional witnesses may be provided later. :

⁸³ NJ Courts includes current and former employees involved with any of my cases. Problems identified in each of the case filings associated with this action. Case filings may be viewed at Case L-000081-11, Case F-000839-13 and at <http://finfix.org/proof/FCLOSE/> and Case L-004753-13. Plaintiff was not notified of most hearings as required by NJ Courts see p. 97 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. Judges and attorneys involved were given notice see p. 68 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

⁸⁴ Certified mail lost by State of NJ Capital Post Office and never found. See pp. 72 – 89 <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>. and USDCNJ filing #39

⁸⁵ Attorney signed fraudulent agreement. See pp. 6 & 22 http://finfix.org/proof/FCLOSE/Motion-Mortgage-ExB_12-11-13.pdf. Roy reprimanded by NJ Supreme Court.

http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667

⁸⁶ Listed in Witness List. http://www.finfix.org/proof/ADDL/Witnesses_Nov-2016.pdf. An updated, categorized list of witnesses to be subpoenaed was given to defendants in February 2018; other witnesses are not on this list.

⁸⁷ Ibid. Witness List.

⁸⁸ Monica Hardaway, Texas notary signed and Plaintiff was not present; **CONTENDS PLAINTIFF WAS AVOIDING SERVICE – NOT TRUE!!** p. 69 http://finfix.org/proof/FCLOSE/Obj-Motion_7-9-13.pdf

FROM DEFENDANTS' USDCNJ FILING # 87 JOINED BY DEFENDANT IN FILING # 88

TABLE OF AUTHORITIES

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Allen v. New Jersey, No. 09-4502 (MLC), 2009 U.S. Dist. LEXIS 104931 (D.N.J. Nov. 10, 2009).....2

Boyd v. New Jersey Dep't of Corrections, No. 12-6612 (DRD), 2013 U.S. Dist. LEXIS 37645 (D.N.J. March 18, 2013)2-3

Dole v. Arco Chemical Co., 921 F.2d 484 (3d Cir. 1990).....4

Foman v. Davis, 371 U.S. 178 (1962)1, 4

Francis v. Joint Force Headquarters Nat'l Guard, No. 05-4882 (JBS), 2008 U.S. Dist. LEXIS 80469 (D.N.J. Oct. 7, 2008)2

Frederico v. Home Depot, 507 F.3d 188 (3d Cir. 2007).....3

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Iqbal, 556 U.S. at 678.....3

Lugo-Vazquez v. Grondlosky, No. 08-986 (JBS), 2010 U.S. Dist. LEXIS 54401 (D.N.J. June 2, 2010).....2

Lum v. Bank of Am., 361 F.3d 217 (3d Cir. 2004).....3

Monroe v. City of Hoboken, 2012 U.S. Dist. LEXIS 50096 (D.N.J. Apr. 10, 2012).4

In re NAHC, Inc. Sec. Litig., 306 F.3d 1314 (3d Cir. 2002).....2

Oran v. Stafford, 226 F.3d 275 (3d Cir. 2000)1

Shane v. Fauver, 213 F.3d 113, 115 (3d Cir. 2000)4

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FED. R. CIV. P. 81-3
 FED. R. CIV. P. 8(a)(2)2-3
 FED. R. CIV. P. 9(b).....1, 3

PLAINTIFF’S RESPONSE

Without having the time, mobility and access to all cases in the Defendants Table of Authorities (click to view); I have read most and am unable to determine if the cases are fully and accurately relevant to this case. I cannot determine their veracity. I have found that cases for which I was able to get a copy and read:

- **Make a point that is not pertinent to this case, or**
- **Are not analogous to the facts & occurrences in this case.**

RELEVANT DIFFERENCES BETWEEN:	
Monroe v. City of Hoboken	Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.
Monroe has an attorney	<ul style="list-style-type: none"> ◆ Williams’ attorneys abandoned the Plaintiff ◆ Limited by lack of legal expertise
Information was available	<ul style="list-style-type: none"> ◆ Williams’ case is much more complex; ◆ Illness prevented her from doing all of the work in a timely manner; ◆ State of New Jersey made critical information unavailable
Defendants played different roles	<ul style="list-style-type: none"> ◆ All defendants operated on the same fraudulent mortgage ◆ Each defendant failed to correct errors in the mortgage
Attorney had the summonses with Officer Lepre’s name and badge number	<ul style="list-style-type: none"> ◆ Williams did not have applicable torts laws readily available – needed much research
SOURCES: https://scholar.google.com/scholar_case?case=9005818982870940012&hl=en&as_sdt=6&as_vis=1&oi=scholar http://www.state.nj.us/grc/decisions/pdf/2010-284.pdf	
Table 4.	

RELEVANT DIFFERENCES BETWEEN:	
Ashcroft v. IQBal	Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.
<ul style="list-style-type: none"> ◆ Did not have factual content⁸⁹ ◆ Fails to plead sufficient facts to state a claim for purposeful and unlawful discrimination⁹⁰ 	<ul style="list-style-type: none"> ◆ Plaintiff's 3,000+ page complaint has extensive factual content throughout. Specific actions of Defendants are detailed with dates, dollar amounts and quantifiable information that are available or have been found. Just a few are provided in <u>Table 3</u>.
<ul style="list-style-type: none"> ◆ Did not have factual content that would <i>enable the court to come to the reasonable conclusion that the defendant actually is liable</i> for the alleged misconduct⁹¹ 	<ul style="list-style-type: none"> ◆ Plaintiff's 3,000+ page complaint and subsequent filings includes facts that support the <i>indisputable conclusion</i> that each Defendant is liable. These <i>hard facts</i>⁹² include but are not limited to: Amortizations with mortgage agreements; DOJ settlements; letters to and from Defendants; incorrectly amended mortgage by Fremont; Litton Loan reneged on commitment, and more.
<ul style="list-style-type: none"> ◆ Justices Souter & Breyer dissented⁹³ <li style="padding-left: 20px;">Souter: non-conclusory allegations should be accepted as true <li style="padding-left: 20px;">Breyer: minimally intrusive discovery would have been more fitting 	<ul style="list-style-type: none"> ◆ Expertise⁹⁴ underlying documents and recordings submitted by the Plaintiff should be accepted as true ◆ Plaintiff's amortizations include mortgage documents that together confirm that fraudulent mortgage being ~ \$261,000 higher than it should be. If the Defendants do not accept this, Discovery will provide additional proof.
<ul style="list-style-type: none"> ◆ Accepting allegations as true is "inapplicable to threadbare recitals" of a cause of actions supported by "mere conclusory statements" 	<ul style="list-style-type: none"> ◆ Plaintiff's recitals are hardly threadbare as defined above, throughout this document and case filings ◆ Statements are based on facts presented or from conclusions from highly expert and respected professionals ◆ Sources of facts and conclusions are indeed "entitled to the assumption of truth"⁹⁵
<p>SOURCES: https://www.supremecourt.gov/opinions/08pdf/07-1015.pdf https://www.casebriefs.com/blog/law/civil-procedure/civil-procedure-keyed-to-yeazell/discovery/ashcroft-v-iqbal-2/</p>	
<p>Table 5.</p>	

p. 39 of Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 Souter Dissenting in Ashcroft v. IQBal while citing Bell Atlantic Corp. v. Twombly, 550 U.S. 544 [click to view](#)

⁸⁹ Ashcroft v. IQBal case brief by Blomberg LAW, Nov. 29, 2013 [click to view](#)
⁹⁰ Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 [click to view](#)
⁹¹ Ibid footnote #89. Ashcroft v. IQBal case brief by Blomberg LAW, Nov. 29, 2013 [click to view](#)
⁹² Each of these facts has been documented in this document and in the case filings.
⁹³ Ibid footnote #89. Ashcroft v. IQBal case brief by Blomberg LAW, Nov. 29, 2013 [click to view](#)
⁹⁴ Financial and operations expertise [click to view](#) ; expertise from additional sources available upon request.
⁹⁵ Ibid footnote #90. Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 [click to view](#)

RELEVANT DIFFERENCES BETWEEN:	
Bell Atlantic Corp. v. Twombly	Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.
This is an anti-trust case alleging violation of section 1 of the Sherman Act	◆ This is not an antitrust case. Plaintiff's case is about <i>money – financial fraud and other financial-related violations</i> . Antitrust action revealed must be litigated by the Federal government, not the Plaintiff.
“Parallel business conduct allegations, taken alone, do not state a claim...; plaintiffs must allege additional facts” ⁹⁶ ”	◆ Plaintiff does not argue parallel conduct rather defines <i>subsequent</i> business conduct. ◆ This case does not rise to the level of an antitrust claim against one of the Fortune 100. Nonetheless, some of Plaintiff's <i>hard facts</i> are listed in the previous table for Ashcroft v. IQBal.
“Factual allegations must be enough to raise a right to relief above the speculative level on the assumption that all of the complaint's allegations are true” ⁹⁷ ”	◆ Plaintiff's 3,000+ page complaint and subsequent filings prove a right to relief that is far beyond speculation. ◆ Plaintiff's 40+ year track record of service should earn her belief that her allegations are true.
“Here, the Court is not requiring heightened fact pleading of specifics, but only enough facts to state a claim to relief that is plausible on its face.” ⁹⁸	◆ The Plaintiff has absolutely moved her claim “across the line from conceivable to plausible” ⁹⁹ ; <i>the Plaintiff's complaint must not be dismissed</i>
SOURCES: https://scholar.google.com/scholar_case?case=913703117340005992&hl=en&as_sdt=6&as_vis=1&oi=scholar https://supreme.justia.com/cases/federal/us/550/05-1126/index.pdf https://supreme.justia.com/cases/federal/us/550/544/ ◆ http://www.uscourts.gov/sites/default/files/motioniqbal_1.pdf	
Table 6.	

I, the Plaintiff, know the industry and issues that surround this case well. I was recruited by AT&T in 1981 to join the Corporate planning team that developed the plan for, and executed, the breakup of AT&T. We orchestrated the business case and created the financials that constituted the Capitalization Plan submitted to the Federal Communications Commission (FCC). Our focus was executing the order of Judge Harold Greene while understanding that cases like Twombly might emerge. I worked for AT&T in Corporate Business Operations, Corporate Finance and in line positions overseeing success of the new AT&T with major financial institutions in New York City. I left AT&T to become a recognized analyst in the telecommunications-computing industry. Twombly was litigated and heard during the height of this phase of my career. Given the scope and antitrust focus of this case, it is not an appropriate reference for my case against the Defendants.

⁹⁶ Bell Atlantic Corp. v. Twombly, CERTIORARI TO THE U.S. COURT OF APPEALS FOR THE 2nd CIRCUIT No. 05-1126 (2007) [click to view](#)

⁹⁷ Ibid.

⁹⁸ Bell Atlantic Corp. v. Twombly, 550 U.S. 544 (2007) [click to view](#) [click-for-PC](#)

⁹⁹ Ibid.

DEFENDANTS ARE GUILTY & DEPRAVED ♦ PLAINTIFF ENTITLED TO JURY TRIAL

My case presented at trial will show:

- Financial & Operations Fraud
- Legal & Administrative Fraud
- Premeditation
- and more

All of the statements in this document are corroborated in the 4,000+ pages filed with the U.S. District Court of New Jersey. Facts presented herein will be further corroborated by witness testimony and subpoenaed information. The documents that I have filed prove financial, operational, legal and administrative fraud by the defendants, by some of the attorneys working on their behalf, and others that have not been named in this action. Their guilt will be further validated by information from subpoenas and witness testimony.

Since 2005, 5 years before filing legal action, I, the Plaintiff, had incalculable conversations with many Fremont and Litton Loan employees; prepared countless detailed financial statements and explanations and analyses for Litton Loan; executed external financial transactions. I even refinanced to avoid Litton Loan’s fraud. I did everything that I could think of to avoid having to take this action. Since I filed the first complaint in 2010, I have:

	Plaintiff tried to explain:
2009 – 2010	To her first groups of attorneys
2010	In claim filed in 2010
2011	At Court hearing in Sept. 2011
2013	In documents given to next group of attorneys
Oct. 2014	In reordered documents re-ordered for Seiden and filed in court
April 2014	To Federal Agencies
July 2014	In mediation <i>that was never scheduled</i>
March & April 2015	<u>To Each Member of HSBC, GS & Ocwen Board of Directors & To Senior Partners at Stern & Eisenberg</u>
Many Times	Notified John Soroko, Duane Morris CEO
Jan. 2015	At hearing barred from by Judge Mitterhoff
Feb. 2016	At a later hearing, but Mitterhoff restricted counts & defendants
Aug. 2016	In claim filed August 2016
Oct. 2016	By sending copies of 3,000 page filing to each Defendant when Seiden disappeared
2016 – 2018	In filings with the U.S. District Court of NJ
Table 7.	A 6 Dimension, 13 Year Timeline Will Be Presented at Trial

In short, I, the Plaintiff, have been extremely diligent in trying to make this case understood and trying to respond to Defendants.

Mr. Seiden who had requested that I re-order over 3,000 pages, now I believe did so, to deflect against my learning about the foreclosure; sent a forged legal document to shut down this case; likely scheduled and attended hearings without notifying me as required by NJ Court rules; and more. The case files substantiate what I have presented. The Defendants have thus far, failed to meet with me and the NJ Court appointed mediator; or, with me and the Federal Magistrate Judge. The Defendants did not ask for a rewrite of the claim until now, 8 years after they received the first copy of my complaint.

The document received from defendant's attorney, states "Defendants are not seeking damages from any party at this time". This snide threat has encouraged me to push forward even more. After all, the defendants have wiped out my revenue-generating assets, savings and my retirement. There is nothing more to take. Since the defendants' actions are so heinous and depraved, I shall fight on until my story is told and help others to avoid what happened to this Plaintiff.

It has taken every ounce of energy and determination that I could draw upon to fight the financial, legal and personal attacks by these defendants. It is only thanks to the grace of God that I have been able to run this race. Thirteen years of this battle is beyond depraved indifference. It is one of the worst inflictions of ongoing pain that anyone can wreak.

As was stated in USDCN filing No. 86, I, the Plaintiff, am prepared to connect all information in this case to fraud by the defendants. All counts will be substantiated. My presentation has been structured and simplified so that the financial and operational complexities can be understood by a jury. I look forward to my day in court.

The defendants' defiance of our legal system is a display of venal arrogance. Goldman Sachs and Litton Loan did not show up at the September 2011 hearing at the NJ Superior Court. More examples are presented in this document and in the case files. They continue to defy the Court. On February 9, 2018 Judge Dickson directed the defendants to give me two depositions. After prodding and notifying the Court (USDCNJ filing #87), I received the final deposition March 26, 2018. **At least one was not accurate or complete.** The defendants refused to give me some information because they contend "the discovery sought is not relevant to any party's claim or defense"¹⁰⁰. At

¹⁰⁰ Responses to Plaintiff's interrogatories from Stern & Eisenberg. [VIEW FROM PC](#)

trial I will show how wrong they are. Their defiance will prove to be another effort to hide the extent of the defendants' guilt.

The defendants have hired multiple law firms to deny this Plaintiff her constitutional right to a jury trial. It is time to schedule our trial and begin discovery.

When the defendants began their 13-year reign of fraud, I, the Plaintiff, was healthy and my company was a vibrant, revenue generating machine. Now, I: am fighting through surgeries and hospitalizations caused by the stress of this legal battle; have had to lay off all staff and contractors; lost major multi-year contracts; and now the U.S. Social Security Administration has forced me to retire without sufficient money to live. The defendants wiped out decades of retirement that I built.

Defendants' Actions Deplete Plaintiff's Assets and Exhaust Statutes. My assets have been depleted so I am no longer able to pay for legal representation. There are many people who were involved in these illegal acts. Many have moved or changed jobs, others have retired, and some have passed away. The statute of limitations have expired for some people or entities who were not named as defendants.

Actions of more than one of the attorneys who have worked on behalf of the defendants appear to warrant sanction, possibly disbarment. Some of these actions are evidenced in case documents; others should be revealed through honest and forthright witness testimony. Further corroboration should be provided by accurate responses to depositions. These actions could be one of the reasons for the continuing delays. This case needs to be heard in open court so that the defendants' atrocities can come to light in a legal setting.

We need to proceed to discovery to avoid further threats or cover-up. Full discovery, and likely an open trial are needed to bring the full extent of financial and legal fraud beyond my case to light. Accepting my case is considered a career ending and bankrupting case by NJ lawyers. The cost of litigation is greater than the value of the property or other asset that was stolen. This is why after a 9-year extensive effort tapping extensive networks and every NJ bar association to find an attorney to represent me, I have found no one who would take this case for less than the value of my property.

The Defendants continue their effort to reshape Plaintiff's words. Conspiracy¹⁰¹ of the mortgage process *is not argued by the Plaintiff*. Conspiracy requires parallel streams of actions; Plaintiff presents subsequent streams of actions in the mortgage process. There are actions by Defendants that facilitated every Defendant's bad actions by deflecting attention from prior bad behavior to establish position to fraudulently conduct the mortgage process but Plaintiff leaves that litigation up to the Federal government.

¹⁰¹ Cases cited by Defendants: p. 39 of Ashcroft v. Iqbal, Supreme Court of the United States, No. 07-1015, October Term, 2008 Souter Dissenting in Ashcroft v. Iqbal while citing Bell Atlantic Corp. v. Twombly, 550 U.S. 544 [click to view](#)

I, the Plaintiff, am kind by nature and was taught to embellish that trait by my parents. My parents also developed in me the faith, wisdom and courage to go toe-to-toe with *anyone*. I learned to only fear God. I have worked unbelievably hard to show courtesy and civility to the defendants. Yet, they continue to fight as if they are innocent and honest in this matter. My story will be told and will reveal the real truth.

“Don’t mistake politeness for lack of strength.”

Sonia Sotomayor, Associate Justice of the Supreme Court of the United States

I, the Plaintiff, complied with the Defendants’ request to resume without objection and *at my peril*. In USDCNJ Filing # 65 the court’s order acknowledged that I gave notice that my doctors’ specified up to a 1 year recovery period and I would notify the Court when I was physically safe to return. My pre-prepared filings allowed me to send updates during my recovery. Despite this, the Defendants complained in USDCNJ Filing #70 that I should return. They erroneously assumed, without consulting my doctors or I, that it was safe for me to resume working on this case. With a tremendous desire to have my case heard, I acquiesced. I told one of my doctors I wanted to proceed and he who gave me strict instructions if I decided to do so. *I did so at my own peril. I was hospitalized 7 days after the hearing.* Now I find myself preparing yet another response without my surgeon’s approval. I am not scheduled to see my surgeon again until late May. Another doctor has intensified my treatment to help me make it through litigation. Since the Defendants’ caused my condition, I request that the Court consider my intense attempt to balance health versus the time and stress to prepare this response. I was unable to read most of the cases cited by the Defendants.

This case is long overdue to be tried in front of a jury. The hearing in New Jersey Superior Court held in September 2011 may have been the final step before trial *IF THE DEFENDANTS HAD SHOWN UP!* I pray that the Court allows this case to proceed to a jury trial with Godspeed.

Respectfully submitted,



Veronica A. Williams

Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

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May 3, 2018

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS
REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 8. General Rules of Pleading

- (a) **Claim for Relief.** A pleading that states a claim for relief must contain:
- (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no new jurisdictional support;
 - (2) a short and plain statement of the claim showing that the pleader is entitled to relief; and
 - (3) a demand for the relief sought, which may include relief in the alternative or different types of relief.

See the Federal Rules of Civil Procedure, 2018 Edition for Rule 8 items (b), (c), (d) and (e)

Rule 9. Pleading Special Matters

- (a) **Capacity or Authority to Sue; Legal Existence.**
- (1) *In General.* Except when required to show that the court has jurisdiction, a pleading need not allege:
 - (A) a party's capacity to sue or be sued;
 - (B) a party's authority to sue or be sued in a representative capacity; or
 - (C) the legal existence of an organized association of persons that is made a party.
 - (2) *Raising Those Issues.* To raise any of those issues, a party must do so by a specific denial, which must state any supporting facts that are peculiarly within the party's knowledge.
- (b) **Fraud or Mistake; Conditions of Mind.** In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally.
- (c) **Conditions Precedent.** In pleading conditions precedent, it suffices to allege generally that all conditions precedent have occurred or been performed. But when denying that a condition precedent has occurred or been performed, a party must do so with particularity.

See the Federal Rules of Civil Procedure, 2018 Edition for Rule 9 items (d), (e), (f), (g) and (h)

Rule 10. Form of Pleadings

- (a) **Caption; Names of Parties.** Every pleading must have a caption with the court's name, a title, a file number, and a Rule 7(a) designation. The title of the complaint must name all the parties; the title of other pleadings, after naming the first party on each side, may refer generally to other parties.
- (b) **Paragraphs; Separate Statements.** A party must state its claims or defenses in numbered paragraphs, each limited as far as practicable to a single set of circumstances. A later pleading may refer by number to a paragraph in an earlier pleading. If doing so would promote clarity, each claim founded on a separate transaction or occurrence –and each defense other than a denial–must be stated in a separate count or defense.
- (c) **Adoption by Reference; Exhibits.** A statement in a pleading may be adopted by reference elsewhere in the same pleading or in any other pleading or motion. A copy of a written instrument that is an exhibit to a pleading is part of the pleading for all purposes.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 12. Defense and Objections: When and How Presented; Motion for Judgment on the Pleadings; Consolidating Motions; Waiving Defenses; Pretrial Hearing**(a) Time to Serve a Responsive Pleading.**

(1) *In General.* Unless another time is specified by this rule or a federal Statute, the time for serving a responsive pleading is as follows:

(A) A defendant must serve an answer:

(i) within 21 days after being served with the summons and complaint; or

(ii) if it has timely waived service under Rule 4(d), within 60 days after the request or a waiver was sent, or within 90 days after it was sent to the defendant outside any judicial district of the United States.

(B) A party must serve an answer to a counterclaim or crossclaim Within 21 days after being served with the pleading that states the counterclaim or crossclaim.

(C) A party must serve a reply to an answer within 21 days after being served with an order to reply, unless the order specifies a different time.

(2) *United States and Its Agencies, Officers, or Employees Sued in an Official Capacity.* The United States, a United States agency, or a United States officer or employee sued only in an official capacity must serve an answer to a complaint, counterclaim, or crossclaim within 60 days after service on the United States attorney.

(3) *United States Officers or Employees Sued in an Individual Capacity.* A United States officer or employee sued in an individual capacity for an act or omission occurring in connection with duties performed on the United States' behalf must serve an answer to a complaint, counterclaim, or crossclaim within 60 days after service on the officer or employee or service on the United States attorney, whichever is later.

(4) *Effect of a Motion.* Unless the court sets a different time, serving a motion under this rule alters these periods as follows:

(A) if the court denies the motion or postpones its disposition until trial, the responsive pleading must be served within 14 days after notice of the court's action; or

(B) if the court grants a motion for a more definite statement, the responsive pleading must be served within 14 days after the more definite statement is served.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 12. Defense and Objections: cont’d.

- (b) **How to Present Defense.** Every defense to a claim for relief in any pleading must be asserted in the responsive pleading if one is required. But a party may assert the following defenses by motion:
- (1) lack of subject-matter jurisdiction;
 - (2) lack of personal jurisdiction;
 - (3) improper venue;
 - (4) insufficient process;
 - (5) insufficient service of process;
 - (6) failure to state a claim upon which relief can be granted; and
 - (7) failure to join a party under Rule 19.
- A motion asserting any of these defenses must be made before pleading if a responsive pleading is allowed. If a pleading sets out a claim for relief that does not require a responsive pleading, an opposing party may assert at trial any defense to that claim. No defense or objection is waived by joining it with one or more other defenses or objections in a responsive pleading or in motion.
- (c) **Motion for Judgment on the Pleadings.** After the pleadings are closed—but early enough not to delay trial—a party may move for judgment on the pleadings.
- (d) **Result of Presenting Matters Outside the Pleadings.** If, on a motion Under Rule 12(b)(6) or 12(c), matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that is pertinent to the motion.
- (e) **Motion for a More Definite Statement.** A party may move for a more Definite statement of a pleading to which a responsive pleading is allowed but which is so vague or ambiguous that the party cannot reasonably prepare a response. The motion must be made before filing a responsive pleading and must point out the defects complained of and the details desired. If the court orders a more definite statement and the order is not obeyed within 14 days after notice of the order or within the time the court sets, the court may strike the pleading or issue any other appropriate order.
- (f) **Motion to Strike.** The court may strike from a pleading an insufficient Defense or any redundant, immaterial, impertinent, or scandalous matter. The court may act:
- (1) on its own; or
 - (2) on motion made by a party either before responding to the pleading or, if a response is not allowed, within 21 days after being served
- (g) **Joining Motions.**
- (1) *Right to Join.* A motion under this rule may be joined with any other motion allowed by this rule.
 - (2) *Limitation on Further Motions.* Except as provided in Rule 12(h)(2) or (3), a party that makes a motion under this rule must not make another motion under this rule raising a defense or objection that was available to the party but omitted from its earlier motion.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 12. Defense and Objections: cont'd.**(h) Waiving and Preserving Certain Defenses.**

- (1) *When Some Are Waived.* A party waives any defense listed in Rule 12(b)(2)—(5) by:
 - (A) omitting it from a motion in the circumstances described in Rule 12(h)(2); or
 - (B) failing for either:
 - (i) make it by motion under this rule;
 - (ii) include it in a responsive pleading or in an amendment allowed by rule 15(a)(1) as a matter of course.
 - (2) *When to Raise Others.* Failure to state a claim upon which relief can be granted, to join a person require by Rule 19(b), or to state a legal defense to a claim may be raised:
 - (A) in any pleading allowed or ordered under Rule 7(a);
 - (B) by a motion under Rule 12(c); or
 - (C) at trial.
 - (3) *Lack of Subject Matter Jurisdiction.* If the court determines at any time that it lacks subject-matter jurisdiction, the court must dismiss the action.
- (i) **Hearing Before Trial.** If a party so moves, any defense listed in Rule 12(b)(1)—(7)—whether made in a pleading or by motion—and a motion under Rule 12(c) must be heard and decided before trial unless the court orders a deferral until trial

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.
REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 15. Amended and Supplemental Pleadings

(a) Amendments Before Trial.

- (1) *Amending as a Matter of Course.* A party may amend its pleading once a matter of course within:
 - (A) 21 days after serving it, or
 - (B) if the pleading is one to which a responsive pleading is required, 21 days after service of a responsive pleading or 21 days after service of a motion under Rule 12(b), (e), or (f), whichever is earlier.
- (2) *Other Amendments.* In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. The court should freely give leave when justice so requires.
- (3) *Time to Respond.* Unless the court orders otherwise, any required response to an amended pleading must be made within the time remaining to respond to the original pleading or within 14 days after service of the amended pleading, whichever is later.

(b) Amendments During and After Trial.

- (1) *Based on an Objection at Trial.* If, at trial, a party objects that evidence is not within the issues raised in the pleadings, the court may permit the pleadings to be amended. The court should freely permit an amendment when doing so will aid in presenting the merits and the objecting party fails to satisfy the court that the evidence would prejudice that party's action or defense on the merits. The court may grant a continuance to enable the objecting party to meet the evidence.
- (2) *For Issues Tried by Consent.* When an issue not raised by the pleadings is tried by the parties' express or implied consent, it must be treated in all respects as if raised in the pleadings. A party may move—at any time, even after judgment—to amend the pleadings to conform them to the evidence and to raise an unpleaded issue. But failure to amend does not affect the result of the trial of that issue.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.
REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 15. Amended and Supplemental Pleadings cont’d.

(c) Relation Back of Amendments.

(1) *When an Amendment Relates Back.* An amendment to a pleading relates back to the date of the original pleading when:

- (A) the law that provides the applicable statute of limitations allows relation back;
- (B) the amendment asserts a claim or defense that arose out of the conduct, transaction, or occurrence set out—or attempted to be set out—in the original pleading; or
- (C) the amendment changes the part or the naming of the party Against whom a claim is asserted, if Rule 15(c)(1)(B) is satisfied and if, within the period provided by Rule 4(m) for serving the summons and complaint, the part to be brought in by amendment:
 - (i) received such notice of the action that it will not be Prejudiced in defending on the merits; and
 - (ii) knew or should have known that the action would have been brought against it, but for a mistake concerning the proper party’s identity.

(2) *Notice to the United States.* When the United States or a United States officer or agency is added as a defendant by amendment, the, notice requirements of Rule 15(c)(1)(C)(i) and (ii) are satisfied if, during the stated period, process as delivered or mailed to the United States attorney or the United States attorney’s designee, to The Attorney General of the United States, or to the officer or agency.

(d) Supplemental Pleadings. On motion and reasonable notice, the court May, on just terms, permit a party to serve a supplemental pleading Setting out any transaction, occurrence, or event that happened after the Date of the pleading to be supplemented. The court may permit Supplementation even though the original pleading is defective in stating a claim or defense. The court may order that the opposing party plead to the supplemental pleading within a specified time.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.
REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 16. Pretrial Conferences; Scheduling; Management

- (a) **Purposes of a Pretrial Conference.** In any action, the court may order the attorneys and any unrepresented parties to appear for one or more pretrial conferences for such purposes as:
- (1) expediting disposition of the action;
 - (2) establishing early and continuing control so that the case will not be protracted because of lack of management;
 - (3) discouraging wasteful pretrial activities;
 - (4) improving the quality of the trial through more thorough preparation; and
 - (5) facilitating settlement.
- (b) **Scheduling.**
- (1) *Scheduling Order.* Except in categories of actions exempted by local rule, the district judge—or a magistrate judge when authorized by local rule—must issue a scheduling order:
 - (A) report under Rule 26(f); or
 - (B) after consulting with the parties’ attorneys and any unrepresented parties at a scheduling conference.
 - (2) *Time to Issue.* The judge must issue the scheduling order as soon as practicable, but unless the judge finds good cause for delay, the judge must issue it within the earlier of 90 days after any defendant has been served with the complaint or 60 days after any defendant has appeared.
 - (3) *Contents of the Order.* An amendment to a pleading relates back to the date of the original pleading when:
 - (A) Required Contents. The scheduling order must limit the time to join other parties, amend the pleadings, complete discovery, and file motions.
 - (B) Permitted Contents. The Scheduling order may:
 - (i) modify the timing of disclosures under Rules 26(a) and 26(e)(1);
 - (ii) modify the extent of discovery;
 - (iii) provide for disclosure, discovery, or preservation of electronically stored information;
 - (iv) include any agreements the parties reach for asserting claims or privilege or of protection as trial-preparation material after information is produced, including agreements reached under Federal Rule of Evidence 502;
 - (v) direct that before moving for an order relating to discovery, the movant must request a conference with the court;
 - (vi) set dates for pretrial conferences and for trial; and
 - (vii) include other appropriate matters.
 - (4) *Modifying a Schedule.* A schedule may be modified only for good Cause and with the judge’s consent.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont'd.**REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition**

These are the rules referenced by the defendants in USDCNJ filing # 87

Rule 16. Pretrial Conferences; Scheduling; Management cont'd.**(c) Attendance and Matters for Consideration at a Pretrial Conference.**

- (1) *Attendance* A represented party must authorize at least one of its attorneys to make stipulations and admissions about all matters that can reasonably be anticipated for discussion at a pretrial conference. If appropriate, the court may require that a part or its representative be present or reasonably available by other means to consider possible settlement.
- (2) *Matters for Consideration*. At any pretrial conference, the court may consider and take appropriate action on the following matters:
 - (A) formulating and simplifying the issues, and eliminating Frivolous claims or defenses;
 - (B) amending the pleadings if necessary or desirable;
 - (C) obtaining admissions and stipulations about facts and documents to avoid unnecessary proof, and ruling in advance on the admissibility of evidence;
 - (D) avoiding unnecessary proof and cumulative evidence, and limiting the use of testimony under Federal Rule of Evidence 702;
 - (E) determining the appropriateness and timing of summary adjudication under Rule 56;
 - (F) controlling and scheduling discovery, including orders affecting disclosures and discovery under Rule 26 and Rules 29 through 37;
 - (G) identifying witnesses and documents, scheduling the filing and exchange of any pretrial briefs, and setting dates for further conferences and for trial;
 - (H) referring matters to a magistrate judge or a master;
 - (I) settling the case and using special procedures to assist in Resolving the dispute when authorized by statute or local rule;
 - (J) determining the form and content of the pretrial order;
 - (K) disposing of pending motions;
 - (L) adopting special procedures for managing potentially difficult or protracted actions that may involve complex issues, multiple parties, difficult legal questions, or unusual proof problems;
 - (M) ordering a separate trial under Rule 42(b) of a claim, counterclaim, crossclaim, third-party claim, or particular issue;
 - (N) ordering the presentation of evidence early in the trial on a manageable issue that might on the evidence, be the basis for a judgment as a matter of law under Rule 50(a) or a judgment on a partial findings under Rule 52(c);
 - (O) establishing a reasonable limit on the time allowed to present evidence; and
 - (P) facilitating in other ways the just, speedy, and inexpensive disposition of the action.

ATTACHMENT I – RULES REFERENCED BY DEFENDANTS cont’d.

REFERENCES TO FEDERAL RULES OF CIVIL PROCEDURE (FRCP), 2018 Edition

These are the rules referenced by the defendants in USDCNJ filing # 87

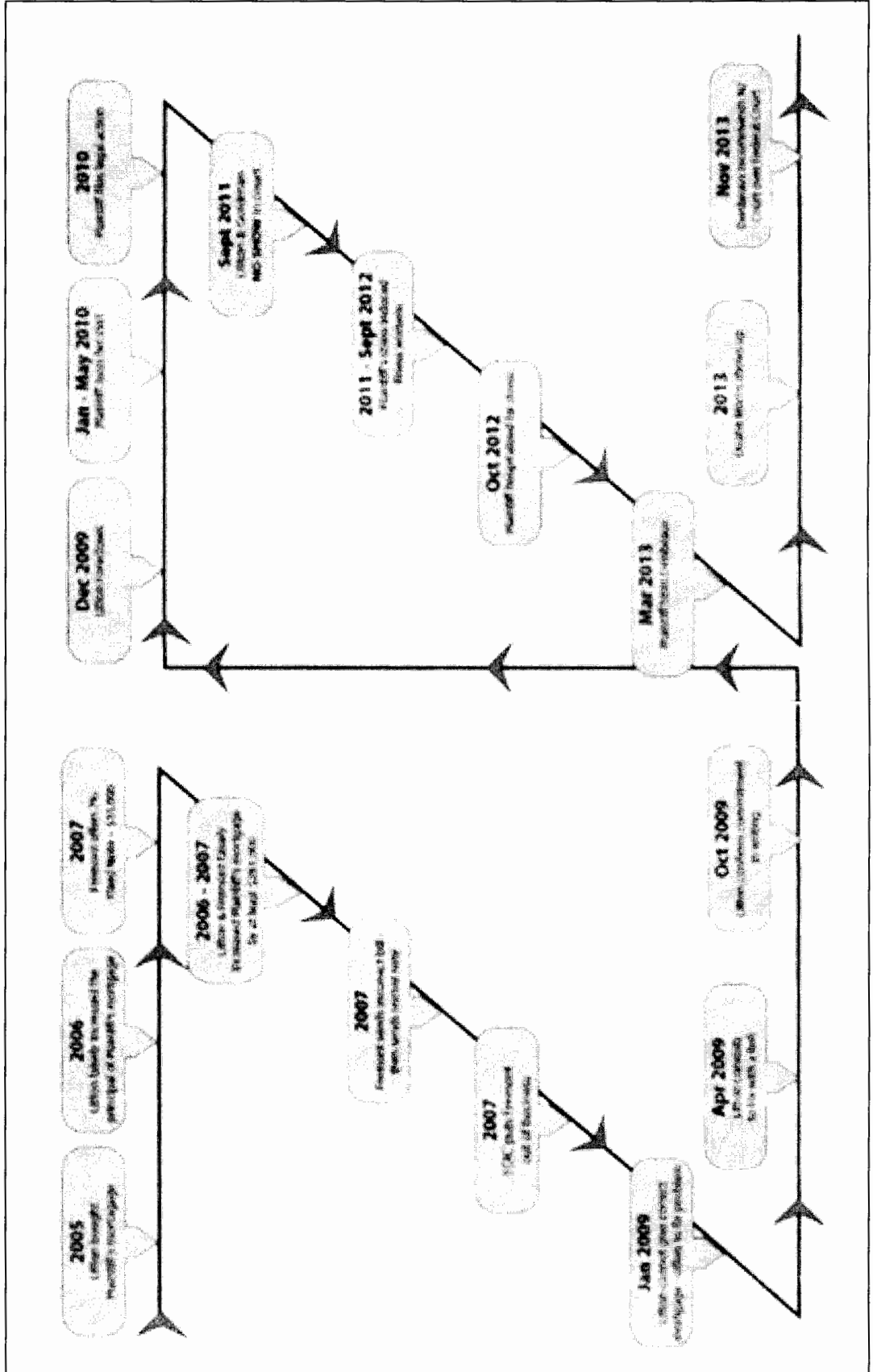
Rule 16. Pretrial Conferences; Scheduling; Management cont’d.

- (d) **Pretrial Orders.** After any conference under this rule, the court should issue an order reciting the action taken. This order controls the course of the action unless the court modifies it.
- (e) **Final Pretrial Conference and Orders.** The court may hold a final pretrial conference to formulate a trial plan, including a plan to facilitate the admission of evidence. The conference must be held as close to the start of trial as is reasonable, and must be attended by at least one attorney who will conduct the trial for each part and by any unrepresented party. The court may modify the order issued after a final pretrial conference only to prevent manifest injustice.
- (f) **Sanctions.**
 - (1) *In General.* On motion or on its own, the court may issue any just Orders, including those authorized by Rule 37(b)(2)(A)(ii)-(vii), a party or its attorney:
 - (A) fails to appear at a scheduling or other pretrial conference;
 - (B) is substantially unprepared to participate—or does not participate in good faith—in the conference; or
 - to be set out – in the original pleading; or
 - (C) fails to obey a scheduling or other pretrial order.
 - (2) *Imposing Fees and Costs.* Instead of or in addition to any other sanction, the court must order the party, its attorney, or both to pay the reasonable expenses—including attorney’s fees—incurred because of any noncompliance with this rule, unless the noncompliance was substantially justified or other circumstances make an award o expenses unjust.

ATTACHMENT II – FRAUD 2005 – 2018
5 Dimension Timeline in Case Filings – This is An Added Dimension

Download this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.pdf>

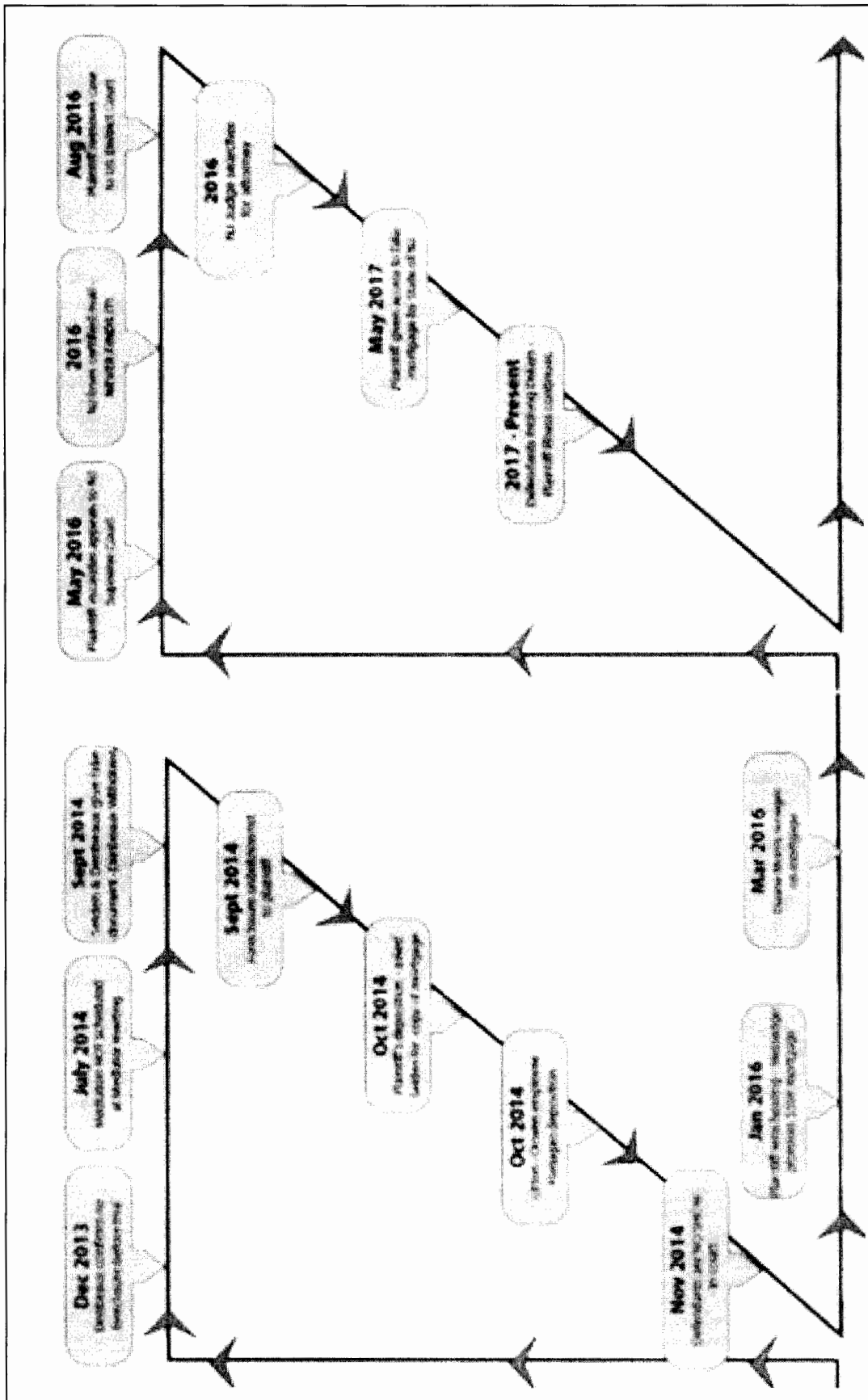
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ATTACHMENT II – FRAUD 2005 – 2018 cont'd. 5 Dimension Timeline in Case Filings – This is An Added Dimension

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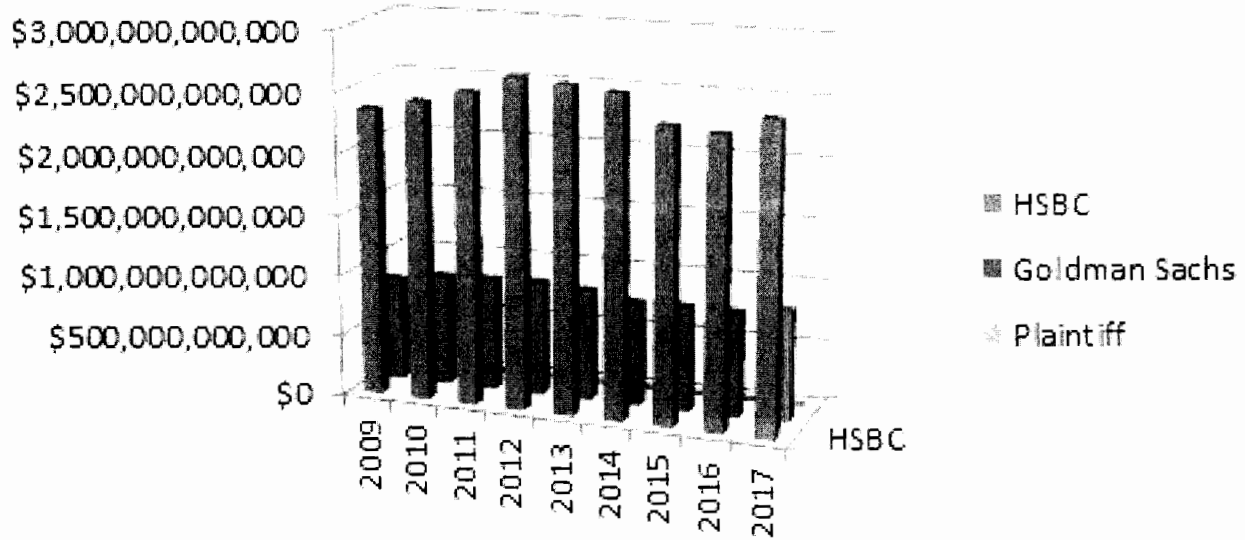
ATTACHMENT III – Table 5 – SELECTED USDCNJ FILINGS

DATE	USDCNJ FILING NO.	COMPLAINT FILED AUGUST 24, 2016 SELECTED SUBSEQUENT FILINGS
8/25/2016	<u>1</u>	COMPLAINT (w/voluminous exhibits, see Court file) against FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBA BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION, STERN & EISENBERG, PC, LLC (Filing and Admin fee \$ 400 receipt number NEW030619) with JURY DEMAND filed by VERONICA A. WILLIAMS. (seb) (Entered: 08/30/2016)
8/25/2016		SUPPORTING DOCUMENTS TILED WITH COMPLAINT
12/2/2016	<u>8</u>	APPLICATION/PETITION for Extension of Time to Answer. Move, or Otherwise Reply for by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION. (SEIDEN, STUART) (Entered: 12/02/2016)
12/7/2016	<u>9</u>	Second MOTION for Extension of Time to File Answer 10 Complaint by STERN & EISENBERG, PC, LLC.(BARENBAUM, EVAN) (Entered: 12/07/2016)
12/14/2016	<u>12</u>	Third MOTION for Extension of Time to File Answer re 1 Complaint, by STERN & EISENBERG, PC, LLC. (Attachments: # 1 Text of Proposed Order, # 1 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/14/2016)
12/15/2016	<u>13</u>	Letter from Evan Barenbaum requesting Extension of Time. (Attachments: # 1 Text of Proposed Order, # Certificate of Service) (BARENBAUM, EVAN) (Entered: 12/15/2016)
12/20/2016	<u>15</u>	MOTION to Dismiss Complaint by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION. Responses due by 1/3/2017 (Attachments: # 1 Brief, # Certification of Stuart Seiden, # 1 Text of Proposed Order, # Certificate of Service) (SEIDEN, STUART) (Entered: 12/20/2016)
12/20/2016	<u>16</u>	MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC, LLC. (Attachments: # Exhibit 1, # Exhibit 2, # Exhibit 3, # 1 Text of Proposed Order, # 2 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/20/2016)
1/3/2017	<u>20</u>	BRIEF in Opposition filed by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION re 16 MOTION for Default Judgment as to 10 (Attachments: # 1 Certificate of Service)(SEIDEN, STUART) (Entered: 01/03/2017)
1/6/2017	<u>21</u>	BRIEF in Opposition filed by STERN & EISENBERG, PC, LLC re 16 MOTION for Default Judgment as to Stern & Eisenberg, P.C. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
1/6/2017	<u>22</u>	MOTION to Withdraw J, & MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN & EISENBERG, PC, LLC. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)
1/11/2017	<u>26</u>	Plaintiffs RESPONSE to briefings in opposition representing all defendants: etc. (sr,) (Entered: 01/11/2017)
1/23/2017	<u>29</u>	MOTION to Dismiss for Lack of Jurisdiction by STERN & EISENBERG, PC, LLC. Responses due by 2/6/2017 (Attachments: # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/23/2017)
1/30/2017	<u>30</u>	APPLICATION/MOTION requesting to reschedule 29 Motion to Dismiss on or after 3/30/17 by VERONICA A. WILLIAMS. (sr,) (Entered: 01/31/2017)
1/31/2017	<u>31</u>	RESPONSE in Opposition filed by STERN & EISENBERG, PC, LLC re 29 MOTION to Dismiss for Lack of Jurisdiction (Attachments: # Text of Proposed Order, # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/31/2017)
2/6/2017	<u>33</u>	RESPONSE to Motion filed by VERONICA A. WILLIAMS re 29 MOTION to Dismiss for Lack of Jurisdiction (sr,) (Entered: 02/08/2017)

DATE	USDCNJ FILING NO.	COMPLAINT FILED AUGUST 24, 2016 SELECTED SUBSEQUENT FILINGS
4/11/2017	<u>37</u>	RESPONSE to Request for Case Update (from Federal Agency) submitted by Veronica Williams.(sr.) (Entered: 04/12/2017)
4/17/2017	<u>38</u>	Letter from Veronica Williams RE: NJ additional case files: etc. (sr.) (Entered: 04/ 19/201 7)
4/18/2017	<u>39</u>	Letter from Veronica Williams RE: NJ denial of due process; etc. (sr.) (Entered:04/19/20 17)
4/19/2017	<u>40</u>	Letter from Veronica Williams re: foreclosure file.(sr.) (Entered: 04/20/2017)
4/24/2017	<u>41</u>	Letter from Veronica Williams RE:foreclosure based on fraudulent mortgage. (sr.) (Entered: 04/2512017)
5/18/2017	<u>49</u>	BRIEF in Opposition filed by HSBC BANK USA, N.A. re 44 MOTION for interlocutory injunction (Attachments:# Certification of Counsel, # £ Certificate of Service)(SEIDEN, STUART) (Entered: 05/18/2017)
6/2/2017	<u>52</u>	Letter from Duane Morris [RESPONSE TO PLAINTIFF'S IMPROPER AMENDED COMPLAINT]
10/16/2017	<u>67</u>	Ocwen Cease & Desist Request
12/14/2017	<u>70</u>	Letter from Duane Morris
12/21/2017	<u>71</u>	Court Order letter [READ THIS - SALAS REOPENS ORDER]
12/27/2017	<u>72</u>	Letter Order Pursuant to Rule 16
2/2/2018	<u>77</u>	PLAINTIFF: Motion to Dismiss Not Justified
2/6/2018	<u>NA</u>	Seiden's letter <small>C:\CriticalFest\CURRENT_Post2017\Veronica Williams\Legal_Prepared\Case_1\forLoan\COURT_Federal\Court Prep\Case_2-16-cv-05301_Seiden letter Feb8 hearing 2-6-18.pdf</small>
2/13/2018	<u>79</u>	S&E Asks for Time to Respond
	<u>82</u>	Memorandum of Law in Opposition to New Count by Seiden
	<u>83</u>	Stern & Eisenberg's Opposition to New Count by Barenbaum
2/28/2018	<u>84</u>	Plaintiff's Effort to Contain Fraud Associated Costs
	-	COPY OF RESPONSE TO TWO BRIEFINGS IN OPPOSITION REPRESENTING ALL DEFENDANTS * FIRST FILED Jan. 17, 2017
	-	COPY OF RESPONSE TO STERN & EISENBERG'S MOTION TO DISMISS * FIRST FILED Feb. 6, 2017
	-	COPY OF Letter to the Court Clerk * FIRST FILED Feb. 8, 2017
3/15/2018	<u>86</u>	Defendants Ignore Judge Dickson Directive
3/19/18	<u>87</u>	Defendant Seiden's Opposition to Plaintiff's Leave to Amend Complaint
3/20/18	<u>88</u>	Defendant Barenbaum's Opposition to Plaintiff's Leave to Amend Complaint

ATTACHMENT IV – Table 2 – BAR CHART FORMAT

LEAD DEFENDANTS’ ASSET SIZE – DATA FROM TABLE 2



The Plaintiff’s assets *are not even* a rounding error compared to the Defendants’ assets. The defendants’ actions wiped out the Plaintiff’s assets and shut down her earning ability. Yet, they fail to acknowledge the very actions for which they paid billions in settlements to the U.S. Department of Justice.

ATTACHMENT V

Table 6 – SELECTED EXAMPLES OF FRAUD FROM CASE FILES

SELECTED DOCUMENTS FROM COURT FORECLOSURE CASE FILE	
Evidence of the fraudulent mortgage is provided in several case documents including USDCNJ Filings #38, 40, 41, 57 & 58. For an index of documents in the Court's Foreclosure File with hyperlinks to each document click view	VIEW
Steven Keith, S&E JEFIS@SternEisenberg.com named in this document	VIEW
KEVIN FLANAGAN CONFIRMS ACCURACY OF FRAUDULENT DATA (Ocwen and former Litton Loan employee) p. 2	VIEW
PLAINTIFF DOE NOT HAVE A SPOUSE AND is not a patient of Woodbridge Medical p. 2	VIEW
PLAINTIFF NEVER RECEIVED MAIL & HAD NO SPOUSE p. 1-9	VIEW
PLAINTIFF NEVER RECEIVED INFO & HAD NO SPOUSE	VIEW
HOW WAS ERROR MADE? THIS WAS NOT ON FILE IN 2010!!! p. 1	VIEW
WAS NEVER RECEIVED OR SERVED !!	VIEW
PLAINTIFF WAS NEVER NOTIFIED OF COURT ORDERED MEDIATION	VIEW
NEVER RECEIVED PLEADING SO PLAINTIFF COULD NOT RESPOND IN 30 DAYS -- MORTGAGE GRANTED TO FGC COMMERCIAL MORTGAGE FINANCE CBA FREMONT MORTGAGE	VIEW
PLAINTIFF'S COUNSEL CONFIRMED CASE MANAGEMENT CONFERENCE BUT HAD WITHDRAWN AND NEVER NOTIFIED PLAINTIFF!!! Who is Len M. Garza, S&E ? FAX 856-667-1456	VIEW
PLAINTIFF WAS NEVER NOTIFIED THAT SUMMARY JUDGMENT HAD BEEN ADJOURNED UNTIL AFTER FEB. 6, 2014 p. 1	VIEW
PLAINTIFF NEVER RECEIVED LETTER FROM FORMER LAWYER p. 1	VIEW
PLAINTIFF NEVER NOTIFIED	VIEW
KEVIN FLANAGAN CERTIFIED THAT THE AMOUNT DUE IS CORRECT!!! SAID HE "THOROUGHLY REVIEWED" <i>in deposition explained why this was not likely</i>	VIEW
THIS IS NOT A TRUE COPY OF THE DOCUMENT THAT I SIGNED p. 1-7	VIEW
THE INTEREST RATE WAS CHANGED BUT <i>NOT THE PRINCIPAL AMOUNT!!!</i> PLAINTIFF DID NOT SIGN THIS; HER DIGITAL SIGNATURE WAS USED WITHOUT HER PERMISSION!!! p. 2	VIEW
NEVER RECEIVED BY PLAINTIFF	VIEW
SAMANTHA RADTKE OF OCWEN CERTIFIED FRAUDULENT MORTGAGE p. 1	VIEW
MICHAEL KOCH SIGNED & VERONICA WILLIAMS SIGNATURE ALONE – FRAUDULENT p. 5	VIEW
P. 3 RADTKE CERTIFIES MORTGAGE AGAIN – GO THROUGH THIS IN DETAIL , SAYS "IT IS CLEAR THAT I EXECUTED ON MARCH 27, 2007	VIEW
BONNIE L. BONSER OF S&E , LEGAL ASSISTANT MENTIONED pp. 1-2	VIEW
MENTIONS HOSPITAL CENTER GOT JUDGMENT FROM VERONICA WILLIAMS AT AN ADDRESS	VIEW

SELECTED DOCUMENTS FROM COURT FORECLOSURE CASE FILE	
<p>IN ORANGE, NJ – WRONG !! P. 8 SHOWS LEGAL ACTION AGAINST VERONICA WILLIAMS AT AN ADDRESS IN FORDS, NJ – WRONG!! & P. 12 CRYSTAL JOY LEWIS-PIERRE , CONTRACT MANAGEMENT COORDINATOR CERTIFIES THIS FRAUDULENT MORTGAGE P. 14 SIGNED BY STACEY WEISBLATT, S&E ATTORNEY p. 7</p> <p>Motion-Complaint-Mtg-Forecl_12-11-13.pdf p. 7 Motion-Intent-to-Foreclose_12-11-13.pdf</p>	VIEW
<p>p. 16 & 22 (SOMEONE NOTED “NO NOTARY”) DANIEL ROY SIGNED – FRAUDULENT MORTGAGE – SIGNED DISCONNECTED PAGE</p>	VIEW
<p>P. 4 REFERENCES RADTKE’S CONFIRMATION OF FRAUDULENT MORTGAGE; READ AGAIN</p>	VIEW
<p>P. 69 CONTEND THAT PLAINTIFF IS AVOIDING SERVICE – NOT TRUE!! P. 65 MONICA HARDAWAY, TX NOTARY IN 2009 ASSIGNED LITTON LOAN MORTGAGE TO FREMONT – CHECK ESSEX COUNTY BOOK NO & COMPARE WITH CORRECTION</p>	VIEW
<p>INFORMATION FILED WITH COURT IS INCORRECT</p> <p>p. 14 Judgments Proof-Amt-Due.pdf Request&Certification-of-Default.pdf Len M. Garza, S&E signed</p>	VIEW VIEW
<p>CONTINUE TO DEFINE PLAINTIFF AS HAVING SPOUSE AND AS A PATIENT OF Woodbridge Medical – BOTH WRONG p. 1-2</p>	VIEW
<p>PLAINTIFF NEVER KNEW ABOUT THIS <i>Writ of Execution</i></p>	VIEW

ATTACHMENT VI

MASTER LIST OF CASE DOCUMENTS – INDICES

From Master File with 14 Indices

Classifications

All USDC Filings-details

Docs NOT Filed

All USDCNJ Filings-Categorized & Ranked

Discovery Summary 2014 w-links

Proof Hearing 2015 w-links

Added to USDCNJ Nov 2016

Added to USDCNJ-NJ Foreclosure

Court List of Filings-12-20-16

Added at Feb. 9, 2018 Hearing

Added after Feb. 9, 2018

MASTER-INDEX-COURT-FILINGS

Summary from Dec. 22 Filings

XALL Documents by Case Category

NJ Supreme Court Response-Attac

GS Bet on Crash – Article Copied

BLANK-DOC-LISTING-1

BLANK-DOC-LISTING-2

THE PURPOSE FOR DISPLAYING THE FOLLOWING INDICES *IS NOT FOR EACH ITEM TO BE READ*; THE PURPOSE IS TO SHOW *THE MAGNITUDE AND HIGH LEVEL OF ORGANIZATION* OF THE MORE THAN 4,000 PAGES OF DOCUMENTS IN THIS CASE. THE PLAINTIFF IS PREPARED TO DELIVE THIS CASE TO A JURY IN AN EASY TO UNDERSTAND AND COHERENT MANNER.

MASTER LIST OF CASE DOCUMENTS From Master File with 14 Indices -- Classifications

CLASSIFICATIONS
Case, Evidence Categories and Counts Page 1 of 1

CLASSIFICATIONS OF RECORDS	#	User10 Case Category	User 11 Location of Address	User12 Evidence Category	COUNTS	EVIDENCE CATEGORY
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>User10</p> <p>Case Category</p> <p>Fraud - financial & operations</p> <p>Fraud - legal & administrative</p> <p>Fraud - legal & administrative</p> <p>Cooperating Actions</p> <p>Pre-Mediated</p> <p>Deprived Indifference</p> <p>Other</p> </div> <div style="width: 40%;"> <p>1 Fraud - financial & operations</p> <p>2 Fraud - legal & administrative</p> <p>3 Cooperating Actions</p> <p>4 Pre-Mediated</p> <p>5 Deprived Indifference</p> <p>6 Damages</p> <p>7 Other</p> </div> </div>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	<p>1 1 Critical</p> <p>2 1 Relevant info</p> <p>3 1 Written Questions OK</p> <p>4 4 Can Waive testimony</p> <p>5 1 Gen. Supporting info</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p>	<p>1 Violation of the Fair Debt Collection Practices Act</p> <p>2 Violation of the New Jersey Consumer Fraud Act</p> <p>3 Breach of Contract</p> <p>4 Breach of Fiduciary Duty</p> <p>5 Breach of Contract</p> <p>6 Breach of Contract</p> <p>7 Breach of Contract</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>User 11</p> <p>Location of Address</p> <p>Evidence Category</p> <p>1 Criticals</p> <p>2 Relevant info</p> <p>3 Written Questions OK</p> <p>4 Can Waive testimony</p> </div> <div style="width: 40%;"> <p>SELECT HIGHLIGHTS</p> <p>T Find doc with 2005 mortgage retirement</p> <p>T 2 Fedex confirmations of pmnts received by Litton</p> <p>T Payment journals (in excel)</p> <p>Y Financial statements</p> <p>Fraudulent Mortgage</p> <p>Since 2009 -- 4 surgeries plus 4 hospitalizations in NJ (LITTON Mortgage Fraud)</p> <p>926 Total Witnesses</p> <p>34 Witnesses</p> <p>91 Subpoenas</p> <p>Y 9+ Witnesses to mortgage fraud by Fremont (ACT) group</p> <p>Y 7+ Witnesses to mortgage fraud by Litton (ACT) group</p> <p>Y 10+ Witnesses to legal mortgage fraud by State of NJ (ACT) group</p> <p>T Federal Reserve letter</p> <p>T FDIC cease and desist letter</p> <p>LIBOR rate, financial infeasibility</p> <p>Subpoenas TDB, NorthML, etc.</p> </div> </div>	<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p>	<p>1 Violation of the Fair Debt Collection Practices Act</p> <p>2 Violation of the New Jersey Consumer Fraud Act</p> <p>3 Breach of Contract</p> <p>4 Breach of Fiduciary Duty</p> <p>5 Breach of Contract</p> <p>6 Breach of Contract</p> <p>7 Breach of Contract</p> <p>8 Breach of Contract</p> <p>9 Breach of Contract</p> <p>10 Breach of Contract</p> <p>11 Breach of Contract</p> <p>12 Breach of Contract</p> <p>13 Breach of Contract</p> <p>14 Breach of Contract</p> <p>15 Breach of Contract</p>
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"> <p>User12</p> <p>Evidence Category</p> <p>1 Criticals</p> <p>2 Relevant info</p> <p>3 Written Questions OK</p> <p>4 Can Waive testimony</p> </div> <div style="width: 40%;"> <p>OTHER DEFENDANTS (PHOTO ONE OR MORE OF THEM COUNTS)</p> <p>HNBK</p> <p>OKEN</p> <p>UTLTON Loan Servicing</p> <p>Sinos & Finberry</p> <p>ALL DEFENDANTS AS LISTED</p> <p>LITTON Loan Servicing</p> <p>HEC BANK USA, N.A</p> <p>GOLDMAN SACHS</p> <p>FREMONT HOME LOAN TRUST</p> <p>OCWEN (Ocwen Financial Corporation)</p> <p>LITTON Loan Servicing</p> </div> </div>	<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p> <p>48</p> <p>49</p> <p>50</p> <p>51</p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60</p> <p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>66</p> <p>67</p> <p>68</p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73</p> <p>74</p> <p>75</p> <p>76</p> <p>77</p> <p>78</p> <p>79</p> <p>80</p> <p>81</p> <p>82</p> <p>83</p> <p>84</p> <p>85</p> <p>86</p> <p>87</p> <p>88</p> <p>89</p> <p>90</p> <p>91</p> <p>92</p> <p>93</p> <p>94</p> <p>95</p> <p>96</p> <p>97</p> <p>98</p> <p>99</p> <p>100</p> <p>101</p> <p>102</p> <p>103</p> <p>104</p> <p>105</p> <p>106</p> <p>107</p> <p>108</p> <p>109</p> <p>110</p> <p>111</p> <p>112</p> <p>113</p> <p>114</p> <p>115</p> <p>116</p> <p>117</p> <p>118</p> <p>119</p> <p>120</p>	<p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p>26</p> <p>27</p> <p>28</p> <p>29</p> <p>30</p> <p>31</p> <p>32</p> <p>33</p> <p>34</p> <p>35</p> <p>36</p> <p>37</p> <p>38</p> <p>39</p> <p>40</p> <p>41</p> <p>42</p> <p>43</p> <p>44</p> <p>45</p> <p>46</p> <p>47</p> <p>48</p> <p>49</p> <p>50</p> <p>51</p> <p>52</p> <p>53</p> <p>54</p> <p>55</p> <p>56</p> <p>57</p> <p>58</p> <p>59</p> <p>60</p> <p>61</p> <p>62</p> <p>63</p> <p>64</p> <p>65</p> <p>66</p> <p>67</p> <p>68</p> <p>69</p> <p>70</p> <p>71</p> <p>72</p> <p>73</p> <p>74</p> <p>75</p> <p>76</p> <p>77</p> <p>78</p> <p>79</p> <p>80</p> <p>81</p> <p>82</p> <p>83</p> <p>84</p> <p>85</p> <p>86</p> <p>87</p> <p>88</p> <p>89</p> <p>90</p> <p>91</p> <p>92</p> <p>93</p> <p>94</p> <p>95</p> <p>96</p> <p>97</p> <p>98</p> <p>99</p> <p>100</p> <p>101</p> <p>102</p> <p>103</p> <p>104</p> <p>105</p> <p>106</p> <p>107</p> <p>108</p> <p>109</p> <p>110</p> <p>111</p> <p>112</p> <p>113</p> <p>114</p> <p>115</p> <p>116</p> <p>117</p> <p>118</p> <p>119</p> <p>120</p>		

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DOCUMENT	DOOR TAB	CASE CATEGORY	FOLDER PATH	FILE NAME	NO. PAGES	DATE SENT	DOOR PRIORITY FILED	DOOR #	DOOR UNOL #	DOOR UNOL FILE	NO. PAGES	COURT COURSES	DATE FILED	DOOR #	DOOR UNOL #	DOOR UNOL FILE	CASE DOCUMENT TEXT
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			
Complaint 2/1/18.pdf	1		COMPLAINT	COMPLAINT	5	3/15/2018							02/26/2018	1			

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DOCUMENT	BOOK TAB	FORM NO	FILE NO	FOLDER DOC	FILE	NO. PHOTOS	NO. PHOTOS	NO. PHOTOS	DATE	DATE	DOC	DOC	DOC	DATE FILED	COURT	NO. PHOTOS	DOC	DOC	DOC	JANE DOE GET TEST
						INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
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DOCUMENT	INDEX AS	INDEX IN	INDEX ON	CATERGORY	EXCERPT	FILE NAME	NO. PAGES	NO. INDEXES	DATE SENT	DOCP. NUMBER FILED	DATE FILED	DOCP. INDEX NUMBER	DOCP. INDEX FILE	NO. PAGES INDEXED	DATE INDEXED	DOCP. INDEX NUMBER	DOCP. INDEX FILE	DOCP. INDEX NUMBER	DOCP. INDEX FILE	CASE DOCUMENT TEXT	
1	1					DOCKET SET, SAS, MATION, 12-24-16		1	12/24/16		12/24/16										DOCKET SET, SAS, MATION, 12-24-16
2	2					DOCKET SET, SAS, MATION, 12-24-16		2													DOCKET SET, SAS, MATION, 12-24-16
3	3					DOCKET SET, SAS, MATION, 12-24-16		3													DOCKET SET, SAS, MATION, 12-24-16
4	4					DOCKET SET, SAS, MATION, 12-24-16		4													DOCKET SET, SAS, MATION, 12-24-16
5	5					DOCKET SET, SAS, MATION, 12-24-16		5													DOCKET SET, SAS, MATION, 12-24-16
6	6					DOCKET SET, SAS, MATION, 12-24-16		6													DOCKET SET, SAS, MATION, 12-24-16
7	7					DOCKET SET, SAS, MATION, 12-24-16		7													DOCKET SET, SAS, MATION, 12-24-16
8	8					DOCKET SET, SAS, MATION, 12-24-16		8													DOCKET SET, SAS, MATION, 12-24-16
9	9					DOCKET SET, SAS, MATION, 12-24-16		9													DOCKET SET, SAS, MATION, 12-24-16
10	10					DOCKET SET, SAS, MATION, 12-24-16		10													DOCKET SET, SAS, MATION, 12-24-16

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NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016

Page 1 of 4

Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC ID	Doc. Count	Date Filed	Filing Category	Case Category	Blinder Tab	Debate No.
<u>Federal Complaint by vW.pdf</u>	1	1					
1_US_Case-2-16-cv-05301-ES-JAD_Aug_2016.pdf		1					
	2						
	3						
	4						
	5						
	6						
2_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf		1					
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
000RT_List-of-Filings-08-TRIAL.pdf 13		13					
Case_2-16-cv-05301_MotionDefaultJudgment.pdf		1					
Doc-Submission-Cover-Letter_10-20-16.doc		1					
1_US_Case-2-16-cv-05301-ES-JAD_Aug_2016.pdf		1					
Case_2-16-cv-05301_MotionDefaultJudgment_COPY		1					
Doc-Submission-Cover-Letter_10-20-16		1					
	15						
	16						
	17						

MASTER LIST OF CASE DOCUMENTS

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NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016

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Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC ID	Doc Type	FILED IN	Number of Categories	Case Category	Block Tab	Block No
Case 2:16-cv-05301 Motion/Default Judgment of	18	---					
	19						
	20						
	21						
	22						
	26						
Case 2:16-cv-05301 Motion/Default Judgment, REPLY/AMENDMENT		---					
	27						
	28						
	29						
	30						
	31						
	32						
Case 2:16-cv-05301 Response to J&J Motion for Default		---					
Case 2:16-cv-05301 Response to Motion from J&J et al		---					
	34						
Case 2:16-cv-05301 No Answer/Default/Default Answer, J&J et al		---					
C:\Orbis\Files\CURRENT - Post2010\Veronica Williams\Legal - Prepd\Case - Litton\Case\COURT - Federal\Court-Prepd\Case 2:16-cv-05301 - Activity in Case 2:16-cv-05301-ES-JAD WILLIAMS v. LITTON COAN AFFIDAVIT et al Notice 2-16-17.pdf	35	---					
http://littoncoan.com/Assets/Case-2:16-cv-05301-Response-to-the-objections-to-J&J-Response.pdf							
Case 2:16-cv-05301 Response to the objections to J&J Response to J&J et al		---					
C:\Orbis\Files\CURRENT - Post2010\Veronica Williams\Legal - Prepd\Case - Litton\Case\COURT - Federal\Court-Prepd\Case 2:16-cv-05301 - Activity in Case 2:16-cv-05301-ES-JAD WILLIAMS v. LITTON COAN AFFIDAVIT et al Notice 2-16-17.pdf	36	---					
	38						
Case 2:16-cv-05301 Case Summary for Leasing of 2017		---					

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NI Foreclosure File Documents Added to USDCNJ File After Aug. 2016

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Filings Submitted to US District Court of NJ after Aug. 2016 submission	DOC REF	FILED DATE	FILED TIME	EXHIBIT CATEGORY	CASE CATEGORY	DICTIONARY	INDEX REF
	37						
<u>Case 2:16-cv-05301 Summary for Defendant Agency of 1/11/17</u>							
<u>Case 2:16-cv-05301 NI Foreclosure Case Filed 3/23/17</u>							
	38						
<u>Case 2:16-cv-05301 Notification of Motion filed 3/23/17</u>							
	39						
	40						
<u>Case 2:16-cv-05301 NI Foreclosure Case Filed 3/23/17</u>							
	41						
<u>Case 2:16-cv-05301 NI Foreclosure Mortgage Case Filed 4/14/17</u>							
	42						
<u>Case 2:16-cv-05301 Motion to Dismiss Defendant's Legal Opinions 4/14/17</u>							
	43						
<u>Case 2:16-cv-05301 Notification of Motion 4/14/17</u>							
	44						
<u>Federal Complaint Amended Case 2:16-cv-05301.pdf</u>							
	45						
	46						
	47						
	48						
<u>Case 2:16-cv-05301 Notification of Motion filed 5/11/17</u>							
	50						
<u>Case 2:16-cv-05301 Notification of Motion filed 5/11/17.pdf</u>							
	51						
	52						
	53						
	54						
	55						
	56						
	57						
	58						

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As of 3/28/2018

Discovery Document 2014

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Doc ID Doc Date Doc Type Page Count

www.FinFix.org

https://www.fedcourts.com/Case/2014-0001-0001

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FinFix.org

LAUNCHED DEBT RESTRUCTURE PLAN * I PROCEEDED WITH PLAN

Jan-Dec 2009 Union Loan's representatives asked for sensitive information and detailed analysis... restructure plan...

- 1/25/09 to James Conroy (4) PROOF
3/2/09 to Brenda Morano (1) PROOF

- 6/1/09 to Lois Mitigation Dept (1) PROOF; 7/1/09 to Lois Mitigation Dept (1) PROOF; 12/2/09 to Becca Carter (1) PROOF

- Jan-NOV Submitted several other requested analyses (2) RE: FVA LARSI (R/W) (2) PROOF

1 purchased money order and sent it with other checks to Union (1) PROOF; 1 (1) PROOF; 1 (1) PROOF

- Continued with my "Living mobile" crew for FEMA job (1) WITNESS
Cultivating business relationships and improved mobile operations for ACF (1) WITNESS
Completed E-Check & responses for Federal Security Clearance (1) PROOF (1) WITNESS

WHEN I WAS STUNNED WITH NOTICE OF FORECLOSURE JUST BEFORE HEARING

- Began drive from Ft. Lauderdale, FL to South Orange, NJ - a time (1) WITNESS
Approved NJ about 4am the morning of the foreclosure hearing, Dec. 21, 2009
Too intoxicated to attend - foreclosure was granted for Docket # 2009-07479 (1) PROOF
Was told I was an idiot and would be required to pay an additional payment (1) PROOF
Completed all payments required for my foreclosure (1) PROOF

FORECLOSURE GRANTED AND MY SUFFERING BEGAN

- Dec. 2009 Union Loan charged on my debit card by foreclosure (1) PROOF
Dec. 2009 Union sent me court-ordered foreclosure if I documented what we discussed (1) PROOF
Jan. 2010 Union Loan staff was unaware of the legal response by their attorney... and a promise of the immediate reversal of foreclosure...
Mar 2010 Lost Clearance (1) PROOF (1) WITNESS
3/14/10 Lost ISA contract (1) PROOF (1) WITNESS
5/11/10 Lost FEMA job (1) PROOF (1) WITNESS
By 2010 Lost strong credit ratings (D&B, Fitch Union, Equifax, Experian)

Table with 14 columns (indices) and multiple rows of document tracking data.

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of 3/25/2018

Discovery Document 2014

- 2010-9 Health declined (Ex25) PROOF & Ex7 WITNESS5
- 2010-9 My company -AC 1 req - now in jeopardy (Ex7 WITNESS4)
- 2010-9 Ability to find job declined (Ex25) PROOF & Ex7 WITNESS5

VW FOUGHT BACK

- DATE: Tried to get Union Loan, Goldman Sachs & HSBC to review my account & create a withdrawal system (Ex7 PROOF & Ex27 PROOF (Ex9 PROOF Ex9 PROOF Ex7 WITNESS4))
- 2010 - 2011 Union Loan and Goldman Sachs refused to discuss the matter (Ex31 PROOF & Ex7 WITNESS5)
- DATE: Appeared to NY Banking Commission, SEC, Federal Reserve & others (Ex32 PROOF Ex17 PROOF & Ex7 WITNESS4)
- Aug 2011 Filed legal complaint against Union Loan & Goldman Sachs (Ex34 PROOF)
- DATE: Sued Union Loan & Goldman Sachs (Ex35 PROOF & Ex7 WITNESS5)
- Sept. 1, 2011 Goldman Sachs said Union Loan is Down (Ex36 PROOF & Ex7 **IN THE NEWS** (Ex9 PROOF WITNESS4))
- Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Remedial Review (Ex36 PROOF)
- 2011 Union Loan's attorney never responded to questions (Ex35) PROOF

DATE REF	DOC. NAME	EXCERPT	Address Changes	Other Litigation	Other Ex. Ref.	INDEXED
Ex1			1	1		
Ex2			1	1		
Ex3			1	1		
Ex4			1	1		
Ex5						
Ex6			1	1		
Ex7			1	1		
Ex8						
Ex9			1	1		
Ex10			1	1		
Ex11			1	1		
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Ex16			1	1		
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Ex41			1	1		
Ex42			1	1		
Ex43			1	1		
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Ex46			1	1		
Ex47			1	1		
Ex48			1	1		
Ex49			1	1		
Ex50			1	1		

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Discovery Document 2014

EXHIBITS FROM DISCOVERY FILING pp. 5 750 (page numbers from online document @ <https://ecf.usdcnj.com/cgi-bin/CaseSearch/CaseSearch.asp?CaseID=1818467>)

- Confirmation of mortgage payment sent to Utton Loan on 4/2/05
- History of Mortgages on 541 Scotland Road, South Orange, NJ property
- Essex County Bill to Foreclosure 4/13/07 (while Plaintiff was still making payments)
- Mortgage Discharged 7/30/09 & 3/23/12
 No B 9063419 Discharged 3/23/12 LISPENDENS FILED 7/29/09 Bill to Foreclosure 5/25/09
 No B 7071053 Discharged 7/30/09 LISPENDENS FILED 5/31/07 Bill to Foreclosure 5/18/07
- City Federal \$100,00 note on 8/25/83 cancelled 3/26/87 (changed from adjustable to fixed rate)
- City Federal \$68,000 note on 12/24/86
- City Federal \$40,000 note on 5/13/86 Discharged on 8/22/05
- Mortgage History prepared by Plaintiff
- Amortization Schedule prepared by Plaintiff
- City Federal initial disclosure statement from Plaintiff
- Amortization Schedule prepared by Plaintiff
- Armes Loan documents from Plaintiff
- Amortization Schedule prepared by Plaintiff
- Utton Loan modification from Plaintiff
- Utton Loan Commitment Letter dated 9/25/09
- Federal Statement of Capabilities from Plaintiff's Company
- Witness List from Plaintiff
- Offer Letter from FEMA (to get security clearance)
- Modification Letter Requested by Utton Loan from Plaintiff 7/25/09
- Modification Package Requested by Utton Loan from Plaintiff 8/29/09
- Modification Letter Requested by Utton Loan from Plaintiff 8/2/09
- Modification Letter Requested by Utton Loan from Plaintiff 9/28/09
- Modification Letter Requested by Utton Loan from Plaintiff 11/25/09
- Plaintiff retired massive debt in 2009 to comply with modification requirement from Utton
- Checks Plaintiff Sent to Utton Loan for Modification
- Payments to Utton Loan from Plaintiff
- Letter 10/21/09 Requested by Bessie Cahoe Utton Loan with Payment Info from Plaintiff
- Letter Requested by Federal Emergency Management Agency for clearance from Plaintiff
- Letter from Defendants' First Attorney Confirming Judgment on Fraudulent Mortgage
- Letter 1/10/10 Requested by Bessie Cahoe Utton Loan with Payment Info from Plaintiff
- Letter 1/10/10 Requested by Bessie Cahoe Utton Loan with Payment Info from Plaintiff
- Confirmation from FEDEX of mortgage payment sent to Utton Loan on 2/9/10
- FEMA letter: Plaintiff failed security clearance and lost job 5/12/2010
- Plaintiff's firm lost GSA Federal Supply Schedule on 3/15/10
- Plaintiff Health Decline Will Be Confirmed by Doctors
- Plaintiff's Ability to Get Job Deducted

DOC ID	DOC DATE	EXCISE FC	Full Business Categories	Case Category	Master Doc. ID No.	INDEX NO.
Ex 1	2005					
Ex 2	2007					
	2009					
	2009					
Ex 3	2005					
	2009					
Ex 4	2009					
Ex 5	2009					
Ex 6	2009					
Ex 7	2009					
Ex 8	2009					
Ex 9	2009					
Ex 10	2009					
Ex 11	2009					
Ex 12	2009					
Ex 13	2009					
Ex 14	2009					
Ex 15	2009					
Ex 16	2010					
Ex 17	2010					
Ex 18	2010					
Ex 19	2010					
Ex 20	2010					
Ex 21	2010					
Ex 22	2010					
Ex 23	2010					
Ex 24	2010					
Ex 25	2010					
Ex 26	2010					

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4/1/2018

Discovery Document 2014

- Good Faith letter from Plaintiff to Cowen & Lipton loan
- Plaintiff Requested Info from Cowen on 1/23/13 & 11/13/13 IN NEVER RECEIVED RESPONSE.
- Plaintiff Letter to HSBC President on 6/10/10
- HSBC Response dated 6/25/10 (sent 8/3/11) to Plaintiff's letter
- NO EXHIBIT HERE
- Letter from Federal Reserve Bank dated 9/3/10 (assumes incorrect information)
- Additional Information Sent to SEC 8/7/11
- Complaint Filed by Plaintiff - NJ Docket No. 1-090081-11
- Proof of Service & Legal Documents for Case 1-090081-11 [DEFENDANTS DID NOT SHOW UP IN COURT]
- Federal Reserve Announces Action Against Goldman Sachs for residential mortgage misconduct & negligence
- Goldman Sachs To Sell Lipton Loan to Cowen announced 6/6/11
- Attempts to Workout Solution with Cowen
- Cowen's CEO Ignores Plaintiff's Request to Review Account - Notified NJ Regulators (NO ACTION)
- Effort to Reverse Fraudulent Foreclosure 3/8/12
- Effort to Correct Mortgage and Document Inconsistencies
- Standard, Inadequate Response to Plaintiff's Package in Ex. 41
- Voicemail from Michael Martel of Greenpath
- Decline of Plaintiff's Property While Being Defrauded by Defendants
- Plaintiff Retained Denbeaux & Denbeaux 4/14/13
- Denbeaux Files Complaint for Plaintiff
- Plaintiff's Legal Costs Soar
- Defendants' Actions Impose IRS Fines due to late filing
- NO EXHIBIT HERE
- Plaintiff Accepts Denbeaux Withdrawal 10/24/14 (Defendants threaten sanctions & attorney fees)
- Plaintiff Notifies Denbeaux That She Has Not Decided How to Proceed 10/31/14
- Plaintiff Seeks Help To Combat Mortgage Fraud
- Defendants' Attorney & Plaintiff's Former Send Misleading Document that Trial Was Adjourned (JUDGE SAID IT WAS JUST A PIECE OF PAPER)
- NONE OF THE REMAINING EXHIBITS HAVE ANY DOCUMENTS

EXHIBIT	EXHIBIT FILED	EXHIBIT FILED DATE	EXHIBIT FILED TIME	EXHIBIT FILED BY	EXHIBIT FILED FOR	EXHIBIT FILED IN	EXHIBIT FILED BY	EXHIBIT FILED FOR	EXHIBIT FILED IN
Ex 21	John								
Ex 25	John								
Ex 29	John								
Ex 30	John								
Ex 31	John								
Ex 32	John								
Ex 33	John								
Ex 34	John								
Ex 35	John								
Ex 36	John								
Ex 37	John								
Ex 38	John								
Ex 39	John								
Ex 40	John								
Ex 41	John								
Ex 42	John								
Ex 43	John								
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Ex 50	John								
Ex 51	John								
Ex 52	John								
Ex 53	John								
Ex 54	John								

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Proof Hearing Document - 2015

1/1/18 CHANGED TO

the first defendant (Litton Loan) purchased my mortgage when my equity was about three times the amount of the principal balance of my COMPLETE MOTION AVAILABLE UPON REQUEST

SUMMARY OF WHAT HAPPENED

The first defendant (Litton Loan) purchased my mortgage when my equity was about three times the amount of the principal balance of my COMPLETE MOTION AVAILABLE UPON REQUEST

DEFENDANTS & CLEARED, OUT OF BUSINESS FIRM	
1 st	Litton Loan
2 nd	Fremont Home Loan Trust 2006-1 Mortgage Backed Securities
3 rd	FISD
4 th	Goldman Sachs
5 th	Stern & Coenberg PC
6 th	Fremont, Kim LLC
7 th	Fremont Investment and Loan

DATE	DATE LINKS	DATE LINKS	DATE LINKS	DATE LINKS	DATE LINKS	DATE LINKS

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1/1/18 CHANGED TO FROM: [unclear] TO: [unclear]

FILED BY: [unclear]
 DATE: [unclear]
 TIME: [unclear]
 ADDRESS: [unclear]
 PHONE: [unclear]
 FAX: [unclear]

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By: AUSA [REDACTED] List of 14 Indices for 2015

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EXHIBIT B PUTTING IT INTO PERSPECTIVE: Info Not included in Discovery Document (SEE EXHIBIT C - DISCOVERY SUBMISSION FOR DOCKET NO. ESSEK-14-004755-13)

EXHIBIT B PUTTING IT INTO PERSPECTIVE: Info Not included in Discovery Document (SEE EXHIBIT C - DISCOVERY SUBMISSION FOR DOCKET NO. ESSEK-14-004755-13)

EXHIBIT B

PUTTING IT INTO PERSPECTIVE: Info Not included in Discovery Document (SEE EXHIBIT C - DISCOVERY SUBMISSION FOR DOCKET NO. ESSEK-14-004755-13)

RELEVANT ACTIONS PRIOR TO DEFENDANTS DECEIVING PLAINTIFF

Many actions transpired that created the environment for deceit and that embodies practices that results in conduct that is unfair to customers. The restructuring of long-established financial institutions, alliances with firms that do not employ best practices, and fast moving changes in ownership and a quick paced flow of funds combine to facilitate actions that do not properly record transactions and deceive customers. The apparent strategy was to acquire mortgages with high equity and do everything possible to take their homes. At least 2 defendants admitted their roles publicly, this document interprets those admissions by finding pertinent data and connecting the dots. The environment and just a few of these actions are highlighted below.

Larry Litton Jr., Litton Loan's President, ran ads in major financial publications to boost the company's perceived value while internal operations were likely damaging customers' credit and adding unjust amounts to the loan principal. Litton Loan had systematic and systemic flaws in the firm's operations that damaged customers' financial positions and boosted Litton Loan's portfolio value. Larry Litton's ads were, therefore, a red herring that diverted attention away from the reason for trial modification offers, and focused on creating a positive public image and a perceived value for investors.

Goldman Sachs acquired a huge liability with the purchase of Litton Loan. Before transferring the Litton Loan portfolio to Cowen, Goldman Sachs agreed to "remediate" the problem. Goldman Sachs' deal with the SEC was barely a slap on the wrist. Selling the Litton Loan portfolio to Cowen diluted the impact of the problems temporarily while dispersing and transferring responsibility for deceiving customers to Cowen. Creating a \$100 million fund is not enough. Every single mortgage that was once part of the Litton Loan portfolio should be discharged and written off. In other words, customers should no longer be held responsible for making any payments, now and forever more. Mortgages that were underwritten or serviced by HSBC may also need to be discharged. The defendants surely did to others what they did to me. The damage has been inflicted for years, across multiple mortgage servicing firms. The current owner of the mortgages owns the cost. The legal profession would call these damages incurred from "the fruit of the poisonous tree".

- 7-10-1850 Marina Midland began (Ex B-1: Wikipedia)
7-3-1865 The Hongkong and Shanghai Banking Corporation (HSBC) was established in Hong Kong, China (Ex B-2: Ched) HSBC Bank USA, HSBC Bank (CA, N.A. CRR 000158314) (Ex-B-3: First SEC filing date 7-23-12)
12-2-1938 Cowen Federal Bank established (Ex B-4: FDIC Certificate # 90028)
1967 Midland Bank purchases a one-third share in the parent of London merchant bank Samuel Montagu & Co. Limited (now HSBC Republic Bank (UK) Limited) (Ex B-5: HSBC reference)
1985 Enhance Financial Services established (Ex-B-6: CRR 000084188 & About)
1987 HSBC extended 51% share to full ownership of Marina Midland Bank (Ex B-7: Ched)
Feb. 1988 Cowen established (Ex-B-8: About: CRR 000087386)
1988 Litton Loan established (Ex B-9: Profile)
2-8-1995 ENHANCE FINANCIAL SERVICES GROUP INC (Ex B-10: CRR 000081689 Ex-B-9: First SEC filing date)
1997/2007 When did Enhance Financial Services buy Litton Loan (Ex-B-11: SEC filing) (Ex-B-11: SEC filing) (Ex-B-12: Money Trail)
8-4-1998 COWEN FINANCIAL CORP. (Ex-B-8: CRR 000087386 Ex-B-13: Initial SEC filing)
1998 C-Sea was formed and "added" Litton Loan to its holdings. (Standard & Poor's evaluation)
In 1998, Litton was added to a newly formed investment company, C-SEA, as part of an initial investment made by Enhance Financial Services, to owner at the time, Enhance, which later was purchased by Radco Group, Inc. (Radco) and merged into C-SEA with M&A investment firm, M&A, in July, 1998. From C-SEA, LLC, M&A and Radco each owned a 42% interest in C-SEA, LLC, with the remainder owned by C-SEA's senior management. C-SEA was a large purchaser of underwritten loans, which consisted primarily of subprime mortgages. As an outgrowth of the strategy, it then began selling subprime accounts in 1998. Due to liquidity pressures, C-SEA, LLC, sold Litton to Southern Bank Group, Inc. in December 2007.

Table with 5 columns and 20 rows, containing numerical data and some text entries.

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 BREAKOUT FROM List of Links for Trial Use

- 1-15-1999 HSBC acquired (Ex-B-14: SEC filing) Marine Midland Bank (Ex-B-14: CEN 0000062346) HSBC USA INC (Ex-B-15: CEN 0000062346 & 1-2-1999 SEC filing)
- 2-17-1999 Enhanced Financial Services first SEC filing (Ex-B-26: CUSIP No. 000081889; Statement of Acquisition)
- 7-27-1999 Republic National Bank initial SEC filing (Ex-B-17: CEN 000015050) <http://www.sec.gov/about/forms/form129.pdf>
- 12-31-1999 HSBC acquired Republic National Bank (Ex-B-18: CEN0000083246) effective Jan. 3, 2000
- 11-1-2000 C-Base sells Liffon Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (Ex-B-20: SEC filing); Liffon has complied with Section 1.27 of the Pooling and Servicing Agreement by and between Residential Asset Funding Corporation, as Depositor, Credit-Based Asset Servicing and Securitization LLC, as seller, The Chase Manhattan Bank, as Trustee and Liffon Loan Servicing LP, as Servicer, dated November 1, 2000
- 11-14-2000 Radlex acquires Enhanced Financial Services (Ex-B-21: PressRelease)
- 1-12-2001 SEC shows Liffon Loan a subsidiary of Enhance Financial & affiliate of C-Base (Ex-B-11: SEC filing)
- 2-26-2002 C-BASS CAPITAL LLC (Ex-B-22: CEN: 0001038150 formerly: HEMLOCK CAPITAL LLC first SEC filing)
- 12-27-2000 Goldman Sachs advised Radlex on acquisition of Enhanced Financial Services (Ex-B-23: SEC filing)
- 1-22-2001 HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CEN 000015053 last SEC filing)
- 12-23-2004 New Jersey Department of Banking and Insurance: NJ's Predatory Lending Law Protecting Consumers (Ex-B-25: <http://www.state.nj.us/dobi/pressreleases/pr041221.htm>)
- 2-16-2005 Deloitte & Touche Report on Liffon Loan filed with SEC (Ex-B-26: filed with SEC)
- 8-25-2006 FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CEN: 000173810 initial SEC filing by FREMONT MORTGAGE SECURITIES CORP (filed by) (Ex-B-27: CEN: 0001099390)
- 3-6-2007 The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan (Ex-B-28: Article)
- 12-13-2007 C-Base sells Liffon Loan to Goldman Sachs (Ex-B-29: Article)
- 11-21-2007 SEC Launches Probe of MGIC, Radlex (Ex-B-30: Article)
- Financiers, Wall Street Journal & other publications not listed (Ex-B-31: Article OR Article)
- 12-2007 Goldman Sachs to Lash In Big Time with Acquisition of Liffon Loan (Ex-B-32: Article or Article)
- 2007 One reason that Goldman Sachs may have bought Liffon Loan.
 C-Base was among more than 100 mortgage lenders and investors forced to bid operations of FHO buyers in 2007, amid the worst housing slump in 100 years. Its majority owners were MGIC Investment Corp. and Radlex, the nation's No. 1 and No. 2 insured mortgage insurers, respectively. (Ex-B-32: Article or Article)
- 9-21-2008 HSBC dumps over \$40 billion in loans (Ex-B-33: Article & Article & Article)
- 7-15- New Jersey Attorney General Announces Mortgage Fraud Lawsuits (Ex-B-34: Article)
- 9-30-2009 HSBC moves headquarters to avoid fines (Ex-B-35: Article & Article & Article & Article & Article)

SEC FILING	DATE OF FILING	SEC FILING NO.	14 Indices Categories	14 Indices Categories	14 Indices Categories	14 Indices Categories	14 Indices Categories	14 Indices Categories
1-15-1999			5	4				
2-17-1999			5	4				
7-27-1999			5	4				
12-31-1999			5	4				
11-1-2000			5	4				
11-14-2000			5	4				
1-12-2001			5	4				
2-26-2002			5	4				
12-27-2000			5	4				
1-22-2001			5	4				
12-23-2004			5	2				
2-16-2005			5	3				
8-25-2006			5	4				
3-6-2007			5	4				
12-13-2007			1	1				
11-21-2007			5	4				
			1	1				
			1	1				
			1	1				
			1	1				
			1	1				
			1	1				
			5	4				
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			2	1				
			1	1				
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- 1-27-2010 Litter Loan not favorably viewed by industry (Ex-B-35: Article & Article & Article & Article)
- 4-16-2010 SEC is charging Goldman Sachs with fraud over its structuring of CDOs, saying "the bank created and sold a mortgage investment that was secretly devised to fail." - See more at: Ex-B-37: Article <http://www.scribd.com/doc/344444444/SEC-Charges-Goldman-Sachs-Fraud>
- 6-22-2010 Larry Litten Jr., Litter Loan, claims 100,000 trial modifications, almost 1/3 of portfolio, in letter to Financial Times (Ex-B-38: Article: How many)
- 7-9-2010 Legal Complaint alleges HSBC underwriting facilitates mortgage fraud (Ex-B-39: Legal Complaint)
- 11-9-2010 Goldman Sachs suspended evictions & foreclosures in some states (Ex-B-40: article)
- 11-10-2010 C. Dan (Credit Based Asset Servicing and Securitization LLC) Plus bankruptcy (see Litter Loan in 2007) (Ex-B-41: Article)
- 1-6&13-11 Financial Firms' Errors Recognized by Many (Ex-B-42: Article & Article)
- 4-6-2011 Goldman Sachs sells Litter Loan to Uopen (Ex-B-43: Article)
- 9-1-2011 Goldman Sachs Agreement with Federal Reserve intended to provide remediation to borrowers who suffered financial injury. WAS INSUFFICIENT. The Federal Reserve Board announced a formal enforcement action against the Goldman Sachs Group, Inc. and Goldman Sachs Bank USA to address a pattern of misconduct and negligence relating to deficient practices in residential mortgage loan servicing and foreclosure processing involving its former subsidiary, Litter Loan Servicing LP. (Ex-B-44: Article)
- 9-6-2011 Goldman Sachs playing both sides of BofA \$8.38 settlement (Ex-B-45: Article)
- 11-10-2011 HSBC continues to dump billions in losses (Ex-B-31: Article & Article & Article)
- 8-2-2011 HSBC lays off 10,000 U.S. employees: the number will rise as time goes on (Ex-B-46: Article & Article & Article)
- 8-7-2012 Damages by HSBC recognized by people worldwide (Ex-B-47: Article & Article)
- 5-17-2013 HSBC lays off another 14,000 employees (Ex-B-48: Article & Article & Article)
- 7-25-2013 HSBC Bank USA, N.A. (Ex-B-49: CRP 0001542115) (Ex-B-48: Form 13f Fint SEC filing date 7-23-13) * (Affiliated with FF HSBC established in Hong Kong, China in 1985) (Ex-B-2: Chied)
- 2-1-2014 Plaintiff's Response to Character Assassination by Defendant's attorney (Ex-B-49)
- 10-21-14 HSBC Board Member charities protestors (Ex-B-50: Article & Article)
- 10-30-2014 Uopen sets aside \$180M for possible foreclosure settlements (Ex-B-51: Article)
- 9-1-2014 HSBC Guilty Recognized Worldwide (Ex-B-51: Article & Article)
- 12-13-14 Recount of In and out fraud (Ex-B-52: Article) - A CHRONOLOGICAL & CONSEQUENCE OF TORTIOUS REFERENCE EXHIBIT FROM DISCOVERY DOCUMENT
- 11/14/14 The Discovery document submitted to the Superior Court of New Jersey and to the defendant's attorney, clearly documents "errors or fraud" by the defendants. This includes a financial amortization backed by official documents of the mortgages services and offered by the defendants. At least \$256,000 of the mortgage principal balance has not been accounted for. Defendants still have not provided complete transactional reports for the mortgages in question. (Ex-C: Download)
- 12/4/15 The SBA has denied, multiple times, loans for which the Plaintiff was entitled. The SBA cites the Defendants' actions as the reason why Plaintiff's loan was denied. (Ex-D: Letter & Letter)
- 1/5/15 Witnesses will provide further collaboration. Witnesses were presented to the N.J. Court and the defendant's attorney in the physical Discovery document submitted. These witnesses will present indisputable evidence of wrongdoing by defendants and the consequential damages to the Plaintiff. Since some of our current and intended witnesses have been intimidated by people working on behalf of the Defendants, the names of those chosen to testify will not be revealed until the day of testimony. (Ex-4: Download)

Case No.	Case Title	Case Category	Case Status	Case Date	Case Link
Ex-B-35	Litter Loan not favorably viewed by industry	Article & Article & Article & Article			
Ex-B-37	SEC is charging Goldman Sachs with fraud over its structuring of CDOs	Article			
Ex-B-38	Larry Litten Jr., Litter Loan, claims 100,000 trial modifications	Article: How many			
Ex-B-39	Legal Complaint alleges HSBC underwriting facilitates mortgage fraud	Legal Complaint			
Ex-B-40	Goldman Sachs suspended evictions & foreclosures in some states	article			
Ex-B-41	C. Dan (Credit Based Asset Servicing and Securitization LLC) Plus bankruptcy	Article			
Ex-B-42	Financial Firms' Errors Recognized by Many	Article & Article			
Ex-B-43	Goldman Sachs sells Litter Loan to Uopen	Article			
Ex-B-44	Goldman Sachs Agreement with Federal Reserve intended to provide remediation to borrowers	Article			
Ex-B-45	Goldman Sachs playing both sides of BofA \$8.38 settlement	Article			
Ex-B-31	HSBC continues to dump billions in losses	Article & Article & Article			
Ex-B-46	HSBC lays off 10,000 U.S. employees: the number will rise as time goes on	Article & Article & Article			
Ex-B-47	Damages by HSBC recognized by people worldwide	Article & Article			
Ex-B-48	HSBC lays off another 14,000 employees	Article & Article & Article			
Ex-B-48	HSBC Bank USA, N.A. (CRP 0001542115)	Form 13f Fint SEC filing date 7-23-13			
Ex-B-2	HSBC established in Hong Kong, China in 1985	Chied			
Ex-B-49	Plaintiff's Response to Character Assassination by Defendant's attorney	Article			
Ex-B-50	HSBC Board Member charities protestors	Article & Article			
Ex-B-51	Uopen sets aside \$180M for possible foreclosure settlements	Article			
Ex-B-51	HSBC Guilty Recognized Worldwide	Article & Article			
Ex-B-52	Recount of In and out fraud	Article			
Ex-C	Discovery document submitted to the Superior Court of New Jersey	Download			
Ex-D	The SBA has denied, multiple times, loans for which the Plaintiff was entitled	Letter & Letter			
Ex-4	Witnesses will provide further collaboration	Download			

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	DOCKET	File Date	File Type	Federal Category	Case Category	Dispute Type	Index No.
1_ALL SUMMONS SERVED AFFIDAVITS.pdf		15	S	7			
1_COMCAST IDENTIFY THEFT ONLY Act Redacted.pdf		15	S	6			
1_SUMMARY_for Robert Rich.pdf		15	S	6			
1_US_Case 2:16-cv-05301-ES-JAD Nov 2016.pdf		15					
ACT_Capabilities_Statements.pdf		15	S	7			
ACT_Inc. B&B PPOF Report.pdf		15	S	7			
ACT-Certificate-of-Incorp.pdf		15	S	7			
ACT-Inc-Capabilities_Statement_USA_v15-00_NJ.pdf		15	S	7			
ACT-Inc-IT-Labor-Categories&Rates.pdf		15	S	7			
ACT-Inc-Master Price List Comm. 2-21-15.pdf		15	S	6			
ACT-Inc-MOBIS-Labor-Categories&Rates.pdf		15	S	6			
ACT-MQBD_BestPractices-Q&B.pdf		15	S	7			
ACT-Volume_1-Technical_Attachments.pdf		15	S	6			
ACT-Volume_2-Price.pdf		15	S	6			
Appeal-hearing_23215-B45 dictation_844 by 0015 sr.dcl1.wav		15	S	5			
Appeal-NJ-redacted.pdf		15	Z	2			
Appeal-NJ-redacted.pdf		15	Z	2			
Appeal-NJ-redacted-PUBLIC.pdf		15	Z	2			
Appeal-NIS-shares.pdf		15	Z	2			
ARDEC_Solution_Overview.doc		15	S	7			
ARDEC_Solution_Overview.pdf		15	S	7			
Article-PovertyPimps.pdf		15	S	6			
CADTRAIN_Invoice_3770.pdf		15	S	6			
Capital_One_Highlights_for_SBA.pdf		15	S	3			EQ
CapOne_SETTLED_2877.pdf		15	S	3			EQ
CapOne_SETTLED_4857.pdf		15	S	3			
Case ID: 401821314 - Williams Veronica - NUR.pdf		15	S	3			
Case 2:16-cv-05301 Motion/Default Judgment.docx		15	Z	2			
Case 2:16-cv-05301 Motion/Default Judgment.pdf		15	Z	2			
Case ID:401821314 - Williams V - NUR.pdf		15	Z	2			
CaseNo 2:16-cv-05301 - Defendants served.doc		15	Z	2			
CENSUS_us state totals 2012.xls		15	S	6			
COURT_list_of_filings_FOR TRIAL.docx		15	S	2			
COURT_list_of_filings_FOR TRIAL.pdf		15	S	2			
COURT_Motion to Dismiss Foreclosure Docket No. ESSEX-F-000839-15 Aug 2016 SBA		15	Z	2			
COURT_Motion to Dismiss Foreclosure Docket No. ESSEX-F-00475-15.pdf		15	Z	2			
COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf		15	1	2			
Dec-Submission-Cover-letter_12-20-16.doc		15	S	2			
Dec-Submission-Cover-letter_12-20-16.pdf		15	S	2			
Dec-Submission-Cover-letter_12-22-16.doc		15	S	2			
Dec-Submission-Cover-letter_12-22-16.pdf		15	S	2			
Dec-Submission-Cover-letter_12-23-16.doc		15	S	2			
Dec-Submission-Cover-letter_12-26-16.doc		15	S	2			
Dec-Submission-Cover-letter_12-26-16_w-backup.doc		15	S	2			
Denbeaux-Threatened_10-31-14_redacted.pdf		15	1	2			

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OHS - USCG - McIntyre.pdf		PL	5	6			
OHS-VOS with ACT 12-11-06.pdf		PL	2	6			
DiscoverI-Presentation-Agenda.pdf		PL	5	6			
DiscoverI-Presentation-Agenda.doc		PL	5	6			
DiscoverI-Presentation-Agenda.pdf		PL	5	6			
DiscoverI-training-for-PilotInry-CDACH-1-30-05.pdf		PL	5	6			
Eligibility-Guidelines-for-Gaining-Security-Clearance - Military.pdf		PL	1	6			
Extension-to-FBI-Waive-Fees IRS-NO-ACT-2014-2015-5-5-06.pdf		PL	2	6			
FEMA_ClearanceDenialInfo.pdf		PL	1	1			
FEMA-Federal-Emergency-Management-Agency-FOIA-2015-FFFO-00066-Response.pdf		PL	2	2			
Financial-Injury.xls		PL	1	1			
FoodStampLetter-11-18-16-INCREASED.pdf		PL	5	6			
Fremont-Home-Loan-2006-0001056404-07-001e72.pdf		PL	2	1			
Fremont-Home-Loan-2006-0001056404-07-001e72.txt		PL	2	1			
Fremont-Home-Loan-Trust-in-Edgar.pdf		PL	2	4			
Fremont-Home-Loan-Trust-in-Edgar.xls		PL	2	4			
From-Seiden-Stip-Ext-Discovery-Adj-Trial-Williams.pdf		PL	1	1			
Funding-Guarantee.docx		PL	1	6			
Funding-Guarantee.pdf		PL	1	6			
GMR_for_GS-10F-0104P_GSA-Agency-Answer-Denry-Williams-ENCLOSURE-DIVILEP-10-30		PL	2	6			
GMR_for_GS-10F-0104P_GSA-Agency-Answer-Denry-Williams-Request-ACT-enclosure-10		PL	2	6			
GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-09/22/2016-FOIA-NO.pdf		PL	2	6			
GSA-FOIA-denied.pdf		PL	5	7			
GSA-FOIA-denied-Itt.pdf		PL	5	7			
GSA-Proposal-by-SIN-IT.pdf		PL	5	6			
GSA-Proposal-by-SIN-IT.pdf		PL	5	6			
GSA-Proposal-by-SIN-MOBS.pdf		PL	5	6			
HAMP_Request-8-4-14.pdf		PL	5	6			
How-Does-Debt-Affect-Military-Security-Clearances.pdf		PL	2	6			
How-Does-Debt-Affect-Military-Security-Clearances.pdf		PL	2	6			
HSBC-Acquires-US-Banks.pdf		PL	2	4			
HSBC-Acquires-US-Banks.rtf		PL	2	4			
HSBC-Interrogatories-12-6-13.pdf		PL	2	7			
Insurance-Cancelled-11-1-14.pdf		PL	2	6			
IRS-NO-ACT-2006-2007-2008-12-12-11.pdf		PL	5	6			
IT_ACT-Inc20060407-GSALettersofSupply.pdf		PL	5	6			
IT-Price-List-for-Proposals-6-29-05.xls		PL	2	6			
IT-Price-List-for-Proposals-6-29-05-for-FedCourt.xls		PL	2	6			
IT-Price-List-for-Proposals-6-29-05-ALL-SHEETS.pdf		PL	2	6			
IT-Schedule.pdf		PL	2	6			
Medical-Impact.doc		PL	2	6			
Medical-Impact.pdf		PL	2	6			
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MOBS-Price List for Proposals.pdf			15	2	6				
MOBS-Price List for Proposals.xls			15	2	6				
MOBS-Schedule.pdf			15	2	6				
MotionToDismissForeclosure_ESSX-F-000839-13.pdf			15	2	2				
MotionToRevokestate_ESSX-L-00475-13.pdf			15	2	2				
Navy-disposition-letter.pdf			15	2	6				
Navy-VW-submitted.pdf			15	2	6				
NJ-Medicaid-Recovery-Notice.pdf			15	5	6				
Queen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf			15	5	6				
Pics-Damages_7-8-15.pdf			15	5	6				
Position-Opened-for-Civilians.pdf			15	5	6				
Proposal-Part-IV.doc			15	5	6				
Proposal-Part-IV-SHARE.pdf			15	5	6				
Proposal-Part-IV-SHARE-NOT-REDACTED.pdf			15	5	6				
Proposal-Part-IV-SHARE-Redacted.pdf			15	5	6				
Proposal-Part-II-submitted.pdf			15	5	6				
Proposal-Part-I-submitted.pdf			15	5	6				
SBA-8-10-13-DEFRES-LoanApp-1000219793.pdf			15	2	6				
Security_Clearance_faq.pdf			15	2	6				
SI-85-Security-Clearance-Questions.pdf			15	2	6				
South-Orange-Health-Officer.pdf			15	5	7				
TSG-NAS2-DRS18-Prod-2015-03-1338083-12678472-99755458-v1.pdf			15	5	6				
TSG-NAS2-DRS19-Prod-2015-07-1338083-13291232-99755458-GENE0.pdf			15	5	6				
UNH-Complaint-4-27-16-Redacted.pdf			15	5	6				
UpdateDiscoverITTrainingforPlurality-1-30-06.pdf			15	5	6				
VW-List-of-Speaking-Engagements.pdf			15	5	7				
VW_CV.pdf			15	5	7				
VW_CV-Jul-2016.doc			15	5	7				
VW-FINRA-Good-Standing-Letter-Vincentia-Williams.pdf			15	2	3				
VW-Request-Settlement-&Vacate-Judgment-toCapOne-SENT.pdf			15	5	3				
VW-toHSBC_HSBC_Response.pdf			15	1	1				
VW-toHSBC-Redacted.pdf			15	1	1				
VWilliams_CV_CEO-Newark-Airline-FBI-SUBMITTED.pdf			15	5	6				
VWilliams_CV_CEO-Newark-Airline-SUBMITTED.pdf			15	5	6				
VWilliams-Publications.pdf			15	5	7				
VWilliams-SpeakingEngagements.pdf			15	5	7				
VWilliams-SpeakingEngagements-OLD.pdf			15	5	7				
VWilliams-FedMaster-2014-Navy-Small-Business.pdf			15	5	6				
VWilliams-FedMaster-2014-Navy-Small-Business-3-2015.pdf			15	5	6				
Witnesses-Nov-2016.pdf			15	1	1				
Women-Who-Mean-Business.pdf			15	5	7				

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1_Case_Files_Index_8-13-17.pdf								
Answer_OUP_8-9-13.pdf					1	2		
Answer_8-9-13.pdf					1	2		
Appeal-of-Foreclosure-Stamped-1.pdf					2	2		
Appeal-of-Foreclosure-Stamped-2.pdf					2	2		
Assignment_Mtg_9-17-14.pdf					1	2		
Case-Mgmt-Order.pdf					1	2		
Case-Summary_8-9-17.pdf					1	2		
Certification-of-Diligent-Inquiry&Accuracy.pdf					1	2		
Certification-of-Fair-Foreclosure-Notice_9-17-14.pdf					1	2		
Certification-of-Mailing-Mediation-Docs_9-17-14.pdf					1	2		
Certification-of-Non-Military_9-17-14.pdf					1	2		
Certification-Proof-of-Mailing_9-17-14.pdf					1	2		
Certification-to-Allow-Costs-in-Judgment_9-17-14.pdf					1	2		
Certifications-FidErrors.pdf					1	2		
Certifications-of-Certified-Mail.pdf					1	2		
Certifications-Fictitious-Spouse.pdf					1	2		
CMPost D&D-CORP_10-2-13.pdf					1	2		
CMPost D&D_10-3-13.pdf					1	2		
CMPost USD_8-24-13.pdf					1	2		
CMPost S&E Proceed_8-24-13.pdf					1	2		
CMPost S&E_10-3-13.pdf					1	2		
CMPost S&E_8-24-13.pdf					1	2		
CMPost_8-23-13.pdf					1	2		
Complaint_1-9-2013.pdf					1	2		
Confirm-Case-Mgmt-Cert.pdf					1	2		
Confirm-Plaintiff's-Motion-for-Summary-Judgment.pdf					1	2		
Corresp-General-Cost-Sheet_10-27-14.pdf					1	2		
Corresp-General-Reply-Letter_10-17-14.pdf					1	2		
CORRESP-GENERAL_9-14-16.pdf					1	2		
ERRORS&MISTAKES.docx					1	2		
ERRORS&MISTAKES.pdf					1	2		
ERRORS&MISTAKES_5-9-17.pdf					1	2		
Final-Judgment_9-17-14-copy.pdf					1	2		
Final-Judgment_9-17-14.pdf					1	2		
Judgment-Entered_10-27-14.pdf					1	2		
Judgments-Proof-Amt-Due.pdf					1	2		
Judgments-Certification-Mail_9-17-14.pdf					1	2		
Judgments-Final.pdf					1	2		
Judgments-Order-Judgment.pdf					1	2		
Judgments-Proof-of-Mailing_9-17-14.pdf					1	2		
Judgments_9-17-14-copy.pdf					1	2		
Judgments_9-17-14.pdf					1	2		
Judgments_Adj-Rate-Note_9-17-14.pdf					1	2		
Judgments_Proof-of-Mailing_9-17-14.pdf					1	2		

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Added to USDCNJ-NJ Foreclosure p. 2 of 2

As of 3/28/2018

NJ Foreclosure File Documents Added to USDCNJ File

Page 2 of 2

Documents Submitted to US District Court of NJ in Nov. 2016	INDEXED	FILED	FILED DATE	EXPIRES	EXPIRES DATE	FILED BY	INDEXED BY
Letter from S&B 1-29-14.pdf				1	2		
Motion to Reverse Judgment & Dismiss 9-7-16.pdf				1	2		
Motion to Reverse Judgment & Dismiss 9-7-16 copy.pdf				1	2		
Motion Affidavit 12-11-13.pdf				1	2		
Motion Answer 12-11-13.pdf				1	2		
Motion ARM-ExA 12-11-13.pdf				1	2		
Motion Brief in Support.pdf				1	2		
Motion Brief 12-11-13.pdf				1	2		
Motion Certification 12-11-13.pdf				1	2		
Motion Cert. 8-8-13 COPIES.pdf				1	2		
Motion Cert. 8-8-13.pdf				1	2		
Motion Complaint Mtg Forecl 12-11-13 v.pdf				1	2		
Motion Complaint Mtg Forecl 12-11-13.pdf				1	2		
Motion Intent to Foreclose 12-11-13 v.pdf				1	2		
Motion Intent to Foreclose 12-11-13.pdf				1	2		
Motion Mortgage ExB 12-11-13.pdf				1	2		
Motion Order Grant Judgment 12-11-13.pdf				1	2		
Motion Order.pdf				1	2		
Motion to Reverse Judgment&Dismiss 9-7-16.pdf				1	2		
Motion to Reverse Judgment&Dismiss 9-7-16 copy.pdf				1	2		
Motion to Vacate Default.pdf				1	2		
Motion 1-7-14.pdf				1	2		
Motion 12-11-13.pdf				1	2		
Notice of Motion 12-11-13.pdf				1	2		
NTC-FORECLOSURE-DKT-ASSGN.pdf				1	2		
Obj Amt Due 9-23-14.pdf				1	2		
Obj Motion 7-9-13.pdf				1	2		
Objection to Amount Due 10-2-14.pdf				1	2		
One-Day Extension.pdf				1	2		
Order Court 2-6-14.pdf				1	2		
Orders Signed 2-6-14.pdf				1	2		
Orders Signed 8-8-13.pdf				1	2		
Proof of Amt Due by Kevin Flanagan 10-1-14.pdf				1	2		
Request&Certification of Default.pdf				1	2		
REQUEST FOR DEFAULT.pdf				1	2		
Returns Service.pdf				1	2		
Stip Sett Disml.pdf				1	2		
WRIT OF EXECUTION MISSING INFO 10-27-14.pdf				1	2		
WRIT OF EXECUTION 10-27-14.pdf				1	2		
X Code Doc 8-23-13.pdf				1	2		
X Code Doc 8-8-13.pdf				1	2		
X Code Doc 7-15-13.pdf				1	2		

**PROVE THIS
IMPORTANT TO SHOW
KEY DOCUMENT**

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Court List of Filings-12-20-16 p. 1 of 8 (indice 9)

As of 3/23/2018

US Federal Court Filing 12/20/16

Page 1 of 1

1/10/18 ADDED & CHANGED TO

DUPLICATE TABLE WITH PAGE											
Doc. No.	No. Pgs	Documents	Date	Download							
MOTIONS & APPEALS TO NJ COURTS											
	55	Appeal of Court Orders DROUGHT NEW JERSEY... MOTIONS TO WAIVE FEES	4/15/2016	http://www.frbtc.org/Appeals/...	26					5	2
	53	Appeal of Court Orders Enforcement Docket No. F-000894-13	5/17/2016	http://www.frbtc.org/Appeals/...	21					5	2
	50	Appeal to NJ Supreme Court DROUGHT NEW JERSEY... IN A Docket No. FRRF 13-1	7/22/2015	http://www.frbtc.org/Appeals/...	50					5	2
	26	Motion to Reinstate Case No. 00475-13	8/28/2016	http://www.frbtc.org/MotiontoReinstateCaseNo0047513.pdf	29					5	2
	1	Motion to Dismiss Foreclosure	8/18/2016	http://www.frbtc.org/MotiontoDismissForeclosure.pdf	9					5	2
OTHER SUPPORTING DOCUMENTS											
		GSA MOBIS Agreement		http://www.frbtc.org/propose/AbilitytoMeetMortgage.pdf	1					1	b
		GSA IT Agreement		http://www.frbtc.org/propose/AbilitytoMeetMortgage.pdf	1					1	b
		GSA IT Agreement addendum		http://www.frbtc.org/propose/AbilitytoMeetMortgage.pdf	180					1	b
		GSA denies copy of IT Schedule		http://www.frbtc.org/propose/AbilitytoMeetMortgage.pdf	4					1	b

MASTER LIST OF CASE DOCUMENTS

From Master File with 14 Indices -- Added at Feb. 9, 2018 Hearing

As of 3/28/2018

Documents Added for Feb. 9, 2018 Hearing

Page 1 of 1

Documents submitted to US District Court of NJ on 1/16/18

Doc. No.	DOC. NAME	DOC. DATE	Document Category	Case Category	Number Tab	Number Pgs
	COURT List of Filings FOR TRIAL CURRENT.xlsx		JN	TBD	TBD	
	CURRENT COURT List of Filings For TRIAL.xlsx		PC	TBD	TBD	
	Dune Capital.docx	16	JN	4	2	
	Equifax_2017-USDCNJ.pdf	16	JN	2	6	
	Expensn_2017-USDCNJ.pdf	16	JN	2	6	
	TransUnion_2017-USDCNJ.pdf	16	JN	2	6	
	Financial Injury MASTER 2017.xlsx	16	PC	1	6	
	Financial Injury Site Standards Table 2017.xlsx	16	PC			
	Financial Injury Site Standards Table 2017.pdf	16	PC			
	Fremont to Edgar.docx	16	JN	1	6	
	Innovis_2017-USDCNJ.pdf	16	JN	2	6	
	Mortgage Creation File v3 slides DRAFT.ppts	16	PC	1	1	
	Mortgage History Ledger All.xlsx	16	JN	1	1	
	Plaintiff Updates Financials	16	JN	5	7	
	COURT Complaint Comparison 8/11 & 4/5/11	16	JN	5	7	
	Plaintiff Appealed Judge Mitterhoff Decision	16	PC	5	2	
	Plaintiff Appealed Foreclosure	16	PC	5	2	
	Plaintiff Notified of NJ Hearing AFTER it Was Held	16	PC	5	7	
	NJ Supreme Court Denied Plaintiff Due Process	16	PC	5	2	
	COURT US AG HELP UPD 5-26-15	16	JN	5	2	
	Appeal of Court Orders to NJ Superior Court	16	PC	5	2	
		16				
	VW Marquis Lifetime Achievement Award.pdf	16	JN	5	6	
	VWilliams Financial Economics Operations Expertise.docx	16	PC	5	7	
	VWilliams Financial Economics Operations Expertise.pdf	16	PC	5	7	m/downloads/V
	Williams Press Release MARQUIS LAA 2017.pdf	16	JN	5	7	
	VW Employment History 1969 - 2017	16	JN	5	7	
	VW online video	16	JN	5	5	
	Witnesses Board Defendants.xlsx	16	JN	1	1	
	Witnesses Rule 26-Comply 1-12-18.xlsx	16	JN	1	1	
	The Perils of Health Care Under Medicaid		JN	4	7	
	Medicaid is An American Right		JN	4	7	
	Case Highlights - us district court of new jersey case no 16-56-0000		PC	4	7	
			JN			
	DPO Vendor Outreach notes added 1/16/18	16	JN	6	2	
	USA Settlement		PC	1	1	
			JN			
	ADD COUNT: False Inducement to Action	16	PC	1	1	
	VW Bought Mediation		JN	5	7	
	PROVE THIS					
	IMPORTANT TO SHOW					
	KEY DOCUMENT					

ATTACHMENT VII**CASE SUMMARIES****Plaintiff will prepare a consolidated summary during discovery**

TITLE OF SUMMARY	NO. PAGES	PAGES
CURRENT SUMMARY UPDATED FOR DEFENDANTS	6	100 – 108
ATTORNEY SUMMARY As of 8/29/16	1	109
CASE HIGHLIGHTS	2	110 –111
OVERVIEW OF V. WILLIAMS vs HSBC, GOLDMAN SACHS, OCWEN, LITTON LOAN, FREMONT et. al.¹⁰² (prior to August 2016)	8	112 – 119

This case involves a lot of moving parts and people, and encompasses a global footprint. The research, analysis and documents written have taken a very long time. I, the Plaintiff, have spent at least 5X more time on these case documents than I spent on my first two books combined.

Since I did not have enough time or resources to write a current, comprehensive summary, I have included summaries on the following pages that have been prepared over the 13 years of this case.

The highly categorized, ranked, automated set of indices that I have prepared and updated over the years of this case will facilitate the integration of information collected from witness testimony and subpoenas. Overview of indices is on the first page of Attachment VI.

Once the remaining information has been collected, it will be integrated with existing data to contribute to the foundation of a new, consolidated, comprehensive summary.

¹⁰² See pp.72 – 89 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

CURRENT SUMMARY UPDATED FOR DEFENDANTS – UNEDITED

This explanation was prepared in response to Defendants' Motions in USDCNJ filings #87 & #88. It is extracted from the case files. This response is accompanied by yet another complaint revised by adding numbered paragraphs.

INTRO FOR NEW COMPLAINT

The Defendants' fraud has been perpetuated by *at least* 13 entities over a 13 year period. To better explain the complexities of their actions, I have written this excerpt from the case files.

WITNESSES' IDENTIFIES PROTECTED

I have been careful not to identify the names of witnesses in this write-up for good reason. Some of my desired witnesses are afraid to testify. So far, 2 witnesses who have been threatened, are still willing to testify, and are not on my subpoena list. They are on my list of witnesses who are willing to testify without a subpoena.

SUMMARY OF FRAUD BY DEFENDANTS

Litton Loan ("Litton") kicked off this reign of fraud (2005) when it began falsely increasing the principal balance of my mortgage by failing to record payments received. Rather than become enthralled in Litton's deception, I decided to refi to get it out of their hands.¹⁰³ I had offers from Chase and Fremont Investment and Loan. I chose Fremont. The former Fremont employee who initiated the fraudulent mortgage was referred by a long-time colleague and friend. My requirement in a mortgage company was to provide a firm, fixed rate mortgage at a rate that was competitive with what Chase offered (~ 6%). That requirement was reaffirmed with Fremont and other contenders clearly and repeatedly. Only Chase and Fremont offered loans that met my requirements. I chose Fremont because Chase made costly loan errors in the past and the Fremont employee was a referral from a colleague. I had several communications with this person for about 3 months before meeting to execute the mortgage. I met the Fremont employee in their New Jersey office, greatly extending my bi-weekly drive between NJ and DC.

After signing the first page I immediately noticed that it was for an adjustable rate note at the 7% interest rate. I stopped immediately; confronting the Fremont employee and told this person I would continue to DC and refinance with Chase. This person apologized profusely. I refused to proceed unless this person called Fremont headquarters in California to reconfirm my deal. I waited a considerable amount of time and this person went to have the conversation and returned after a

¹⁰³ REF: This is one of the items that was included in the case filings; many are referenced in this document.

while with the mortgage we had agreed upon¹⁰⁴. When I asked for the page that I had signed, this person said they had already destroyed it. I signed the remaining pages and agreed to sign the [financials] page after this confirmed the approximately \$35K principal balance to be transferred and the amount to be advanced. This person thought Fremont could advance a larger amount.

I called Fremont in California a few days later, from DC, to confirm that the mortgage agreed upon had indeed been received. This was within the timeframe that the law allowed me to cancel the mortgage. Another Fremont employee, also on my subpoena list, confirmed that the correct loan agreement had been received. This person also told me that I would not receive the advance for several weeks and that the first bill would be sent soon after that.

When I received the first bill, I was irate. The payment amount did not match the principal or the interest rate. I called Fremont in California to let them know the problem and that I wanted to cancel the mortgage. The Fremont CA contact apologized profusely. This person told me it was not possible to cancel because funds had been transferred. They did offer to adjust and correct the rate with a refinance. After an extremely apology and explanation of how their error would be fixed, I learned that their solution would only cost me 1 month's interest. I agreed with one stipulation. I gave them a deadline to get it done and fax me the note. Little did I know then that Fremont was under investigation by the Federal Deposit Insurance Corporation (FDIC)!

As I dealt with the passing of my father (Jan. 2007); my property being listed with a new realtor (~2007); moving forward in the acquisitions process with multiple Federal agencies; and executing the mortgage (March 2007), I never imagined that this regulated financial services firm was facing a cease and desist order. I was assured that the mortgage had been corrected and filed. I had received a copy of the revised mortgage (without payoff and advance) and would receive the advance and payoff, then a copy of the filed document.

The next thing I knew, Litton Loan, the company that I escaped from with the refinance, contacted me to tell me that Fremont was out of business and they owned my mortgage again!

¹⁰⁴ First attempt to correct mortgage by Fremont included in USDCNJ Filing #41 <http://finfix.org/proof/USDCNJ/USDC-Doc41.pdf>.

LITTON LOAN BACK IN THE DRIVER'S SEAT

I explained to the new Litton Loan employees what happened with Fremont and with Litton Loan before that. They understood that I had names and copies of communications including the *corrected* mortgage. I told them that I would not pay until my mortgage had been properly corrected. Payment of the mortgage would have confirmed that I agreed with it. After some checking, Litton Loan had a different person contact me. I was told they would not change the principal amount but they would restructure the mortgage to fit the cash flow requirement for my budget. This let me know that they had inflated the principal balance because making the effort to correct it would prove their crime. I was now very close to receiving a Federal task order and Federal contract job offer that would allow my firm to receive strategic and lucrative task orders. This was a major step towards completing my retirement plan. One Federal senior contracting officer had told me that a small task order for my firm was \$5M. My firm had qualified for task orders in excess of \$20M¹⁰⁵. So eating the \$300,000 loss from fraud by Litton Loan and Fremont was an unfortunate no brainer. Litton Loan committed that they would restructure my mortgage. I knew that I would be able to pay it off in less than 2 years.

After several weeks, Litton Loan representatives told me that they would get me a HAMP¹⁰⁶ refinance of my mortgage but it would take a little longer. When I expressed concern about the longer time and my ability to qualify, I was assured that Litton Loan would refi the mortgage themselves if HAMP was not approved¹⁰⁷. At this point, I needed the refi to pass the Federal security clearance required to finalize the contract job offer that I was going to receive from the U.S. Department of Homeland Security. It was too late to refi with another firm. Besides, Litton Loan representatives assured me that now they were owned *and backed* by Goldman Sachs¹⁰⁸. They assured me that their bad reputation was behind them because Goldman Sachs *ensured they would deliver*¹⁰⁹. I confirmed that Litton Loan was fully held by Goldman Sachs. Accepting their overstated refi mortgage was the best course of action that would not interfere with what I needed to do to secure my firm's task orders that I had worked decades to obtain.

¹⁰⁵ See commitment letter from financier submitted to Federal government on page 9 of http://www.fifix.org/proof/ADDL/Proposal-Part%20II%20v4_SHARE.pdf

¹⁰⁶ HAMP is the Home Affordable Mortgage Program initiated in 2009 and delivered by the U.S. Federal government. <https://www.makinghomeaffordable.gov/pages/default.aspx>

¹⁰⁷ In response to Litton Loan's assurances that they would offer a modification if the Plaintiff was not accepted by HAMP, Plaintiff submitted several responses including Ex9 and Ex10 and Ex11 and Ex12 and Ex13 and ZZ (from the Discovery first filed I 2014).

¹⁰⁸ See p. 18 of <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

¹⁰⁹ *Ibid.*

I proceeded, doing everything that Litton Loan required¹¹⁰. Despite many verbal and even a written assurance¹¹¹, Litton Loan took my money, foreclosed, and then illegally cashed my checks all while they contended the refi papers were being processed. I then began to lose everything¹¹²

As the underwriter of my troubled mortgage, I tried to enlist the help of HSBC. I made several phone calls to HSBC employees followed by a letter on June 10, 2010 to Brendan McDonagh, HSBC CEO, asking that they intervene. I had many conversations, explaining the responsibility of the underwriter and questioning the directives given to mortgage originators. I had just visited the State of New Jersey Hall of Records for Essex County and knew that the mortgage had not been filed. I knew that HSBC had a responsibility to uphold errors with mortgages they had underwritten and were likely carrying on their balance sheet. This was more important since Fremont had been put out of business by the Federal Deposit Insurance Corporation (FDIC). I had appealed to HSBC's business motives in my letter to McDonagh rather than threaten them by pointing out their responsibility. McDonagh left HSBC in 2010. The following year, HSBC laid off 30,000 employees. The U.S. Senate named McDonagh in a report on HSBC's compliance failures in 2012. Clearly, problems with HSBC's operations ran deep. After many calls and over a year after receiving my letter, HSBC declined to intervene on August 3, 2011. This is particularly devious now that HSBC is paying the legal fees for all Defendants.

Not too long after that response, I began receiving collection notices and calls from Ocwen. After Litton Loan and Goldman Sachs failed to show up at our court hearing at New Jersey Superior Court, I learned that Goldman Sachs had sold Litton Loan to Ocwen. Now I was faced with having to restart the process of fixing errors in my mortgage with Ocwen. This was weeks after HSNC declined to intervene. I made many calls to Ocwen in an effort to identify who had the authority to rectify my problem. I sent facsimiles and emails to Ocwen's Executive Office. Finally, on September 24, 2012 I received a confirmation email from Erby, Ocwen CEO but no one has responded. Ocwen was added as a defendant in the complaint filed in 2013. Their *collection efforts continue*¹¹³ to stop me from obtaining credit necessary to effectively run my business. Experian affirmatively confirmed¹¹⁴ in January 2018 that Ocwen *will not* be removed from my credit report.

¹¹⁰ Ibid footnote #103 REF.

¹¹¹ Ibid footnote #103 REF.

¹¹² Ibid footnote #103 REF.

¹¹³ A few calls were listed in the 2014 Discovery document filed with the State of New Jersey, voicemails from Ocwen.

¹¹⁴ Letter will be provided upon request from authorized party. Click if you have been approved.

CHAIN OF FRAUD IN 1st 5 YEARS: LITTON TO FREMONT TO LITTON TO OCWEN

Litton Loan (2005 – 2007 & 2008 – 2011) and Fremont Investment and Loan, based on the documents submitted, *appeared to have collaborated* to increase my mortgage balance by over \$261,000. At the very least, they were each guilty of falsely inflating the principal balance of my mortgage. Fremont forged my signature and manipulated pages to create a fraudulent mortgage *and file it years later*. I do not know how much of the \$300K+ went to Fremont and how much went to Litton Loan. That may be revealed in the cross examination of witnesses or in the analysis of records received from subpoenas.

In response to a **sanction** from the Federal Reserve, Goldman Sachs stopped Litton Loan from originating mortgages in 2011. The Federal Deposit Insurance Corporation **put Fremont out of business in 2007**. Both companies repeatedly **promised** to correct the “error” until I was fed up. So I **filed a legal action** (in 2010 and again in 2013) with the NJ Courts. When the NJ Courts foreclosed in 2009 at a hearing that I could not attend (I abruptly ended a trip and was driving from Florida), I tried to encourage the defendants to admit the problem and cancel the foreclosure. I expected the first foreclosure would be delayed and rescheduled when I could attend. That did not happen. Soon afterwards I visited the Essex County Hall of Records in Newark, NJ and learned that the mortgage had not been filed as required. So I prepared to take legal action. This started 7 years of me being **denied due process by the NJ Courts**.

The Defendants ignored me and continued increasingly aggressive collection actions for a mortgage that I have since learned in 2017 was forged and fraudulent. This had been explained to all of my lawyers, to Mr. Seiden (at the time, the lawyer for all defendants), and has been explained throughout the case file. My recent count applies laws that fit what the Defendants’ did. Each group of lawyers that I hired should have applied the laws that underlie my recent count as well as appropriate laws cited in footnote #11¹¹⁵. My case reveals a pattern of property grand theft that is vastly different than the foreclosure legal defense that most attorneys seem to be boxed into. I reiterate that I am prepared to present my case and should be allowed to proceed to trial as soon as possible.

A narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). It will be delivered with the names of the Defendants at trial.

¹¹⁵ See Federal Laws – **18 U.S. Code §** – listed under Footnote 11 titled Federal Statutes of Limitations.

IN SHORT: DELIBERATE, SYSTEMIC FRAUD

Litton Loan and Fremont Investment and Loan each added unwarranted amounts – over \$200K – to the principal balance of my mortgage and then went out of business. The US DOJ gave Fremont a cease and desist order shortly after I moved my mortgage to them to get it out of the hands of Litton Loan. Goldman Sachs bought Litton Loan and they bought my mortgage from Fremont. Litton Loan assured me that they were reputable now that Goldman Sachs owned them. So rather than refinance with Chase, I agreed to refinance with Litton Loan to get a better rate and access equity easily. Choosing Litton also allowed me to proceed quickly without endangering the impending revenue for my firm. Litton Loan agreed several times to give me a modification. To my surprise and chagrin, days before my Federal security clearance was to be approved, Litton Loan foreclosed just in time for financial firms to be eligible for impending TARP funding and preferred treatment. In defiance of NJ laws, Litton cashed my mortgage payments *after* they foreclosed. I subsequently lost a Federal job, task orders, my firm's Federal Supply Schedules, committed financing and more. After trying to work out a resolution with Litton Loan and Goldman Sachs for over 3 years, I filed a complaint with the NJ Superior Court in 2010. This summary refers to Fremont Investment and Loan (Fremont) that is now out of business. The defendant, Fremont Home Loan Trust Mortgage Backed Certificates, continues to lay claim to fraudulent mortgage to which it is not entitled.

I was repeatedly denied due process by the State of New Jersey. Virtually all hearings were held without notifying me, my presence or my input. U.S. certified mail *was lost*¹¹⁶ (filing #39) by the State of New Jersey Capital Post Office. The reasons for denying my appeals revealed administrative incompetence, or at the very least, a failure to disseminate information. Also, a Judge **denied me from attending a hearing** when I was representing myself!

My legal representation was subpar. The defendants' attorneys and my attorneys *appear to have* conspired to complete the theft of my home. Their failure to schedule mediation, and presenting me with a fake legal document, are just two examples of questionable behavior. A third is that neither my attorneys nor the defendants' attorneys (when I was Per Se) notified me of hearings and court decisions. As I was denied due process by the NJ Courts, Goldman Sachs **sold the fraudulent mortgage to Ocwen** (2011 – Now). Ocwen has **continued collection efforts** despite my

¹¹⁶ See USDCNJ Filing #37 or OL & pp.3640 – 3647 of <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>

complaints. So I filed to remove my legal action to the U.S. District Court of New Jersey in August 2016. Now, 13 years later, I am still fighting for my day in Court to have my case heard by a jury of my peers.

DECEPTIVE DEFENSE TACTICS

Since 2010, the defendants' attorneys have failed to show up at hearings, repeatedly failed to notify me of hearings they scheduled, blocked me from mediation and much more. When their lawyers were successful in being excused after not showing up for my hearing in 2010, I began notifying Federal agencies. The US Dept. of Justice opened an investigation into my case in May 2015. At least 3 law firms have been hired by the defendants to stop me. I have been denied due process by the NJ Courts, including appealing to the NJ Supreme Court with no response. Finally, on August 25, 2016 I filed to remove my case to the Federal District Court. My case files contain indisputable evidence; over 3,500 pages were submitted to the Federal Court. This represents only 2% of my documentation.

I did not know that Stern & Eisenberg had been retained to foreclose until just before retaining Denbeaux & Denbeaux. Rather than verifying that their client was entitled to foreclose, Stern & Eisenberg engaged in deceitful and fraudulent tactics to obtain the illegal foreclosure. Details are provided through the files of this case. Case files include files from NJ cases F-000839-13¹¹⁷ and L-004753-13¹¹⁸. I never received most of the correspondence alleged to have been sent to me in the Foreclosure case filings in Attachment V. I thought the corrected mortgage agreement was in Litton Loan's files and knew that it had not been filed with Essex County New Jersey as of 2010. I expected Denbeaux and Denbeaux to resolve everything so I focused on my health after retaining this law firm.

DAMAGES ARE CATASTROPHIC

The defendants' actions have prevented me from getting a job, from closing sustainable contracts, and proceeding with the contracts that I worked over 30 years to attain. The defendant's actions caused severe illness that almost took my life (attested to by doctors and medical reports). In short, the defendants' actions imposed severe damages for which I am seeking tens of millions of dollars.

¹¹⁷ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-F-000839-13>.

¹¹⁸ Case files may be viewed at <http://finfix.org/proof/NJ-CASE-L-004753-13>

The documents that have been filed with the NJ Courts and the US Dept. of Justice are included in my list of court documents. This document can be downloaded at http://www.finfix.org/COURT_List-of-Filings.docx. It includes links to download all documents that I have filed, or to which I been made privy. Highlights about my case can be found at www.FinFix.org. I will show how this case fits RICO laws. Since the defendants have stripped me of my assets and driven me to welfare, I have conducted virtually of this action per se. In short, damages to my finances and health are catastrophic.

REQUEST THAT THE COURT ACCEPTS MY COMPLAINT

Since the defendants have forced me to continue my pursuit of justice Per Se, after exhausting my financial resources, and pushed my health to the limit, I ask the Court to accept this **sixth filing** of my complaint since 2010. The 3rd complaint filed since 2016.

This explanation has been added and the paragraphs have been numbered. The original documents attached to the complaint submitted in August 2016 are also still included All filings and submissions filed since August 2016 are also included. This complete, revised complaint including all files are included on the enclosed, royal blue thumb drive labeled "U.S. Div. No. 2:16-cv-05301-ES-JAD, Documents filed May 4, 2018".

This response references over 4,000 pages of evidence and legal response that have been filed with the U.S. District Court of New Jersey and others. Also referenced is a narrative video (draft) that explains the process that enabled the fraud was filed with the USDCNJ on Feb. 9, 2018. To view and listen, [click to download](#). I now **battle life threatening, stress induced illnesses**; have exhausted my savings and retirement; and now am struggling to survive on public assistance.

GETTING READY FOR TRIAL

I have found former employees of the Federal government, the State of New Jersey, Litton Loan, Fremont and others who were involved in or aware of the fraud and problems with the Defendants. Some are willing to testify, others require subpoenas.

I have found a few of the Litton Loan employees who worked on my account the first time Litton purchased my mortgage (2005) and a few who worked on my account the second time Litton acquired my mortgage (2008 – 2009). Some are included in my subpoena list. The others will be contacted if necessary. Many of my notes and documents that include their names have not been filed with the Courts.

I have tracked down and connected with several former Fremont employees and have spoken with at least one. Only 3 of those directly involved are on the subpoena list. The spouse of one of the Fremont employee's was in the referral chain. Both are on my subpoena list. The person who made the referral is willing to testify without a subpoena. If necessary, I can subpoena more former Fremont employees.

I implore the Court to accept my revised complaint, deny the Defendants' Motions to Dismiss, and allow me to proceed to trial.

View updates to this summary at <http://www.fifix.org/Case-Highlights.html>
hyperlinks to supporting documents will be added

ATTORNEY SUMMARY As of 8/29/16 TO VIEW

I am a financial and business professional who has filed legal complaints against HSBC, Goldman Sachs, Ocwen, Litton Loan, Fremont et. al. for mortgage fraud and a few other counts. **THE UNITED STATES FEDERAL COURT HAS JUST ACCEPTED MY CASE** (U.S. District Court, District of New Jersey, Case No. 2:16-cv-05301-ES-JAD). This is a summary of how the defendants have used deceptive tactics in trying to steal my home as well as evading legal action.

DELIBERATE, SYSTEMIC FRAUD

Litton Loan and Fremont Home Loan each added unwarranted amounts – over \$200K – to the principal balance of my mortgage and then went out of business. The US DOJ gave Fremont Home Loan a cease and desist order shortly after I moved my mortgage to them to get it out of the hands of Litton Loan. Goldman Sachs bought Litton Loan and they bought my mortgage from Fremont Home Loan. Litton Loan assured me that they were reputable now that Goldman Sachs owned them. So rather than refinance with Chase, I agreed to refinance with Litton Loan to get a better rate and access equity. Litton Loan agreed several times to give me a modification. To my surprise and chagrin, days before my Federal security clearance was to be approved, Litton Loan foreclosed just in time to be eligible for impending TARP funding. In defiance of NJ laws, they cashed my mortgage payments after they foreclosed. I subsequently lost a Federal job, task orders, my firm's Federal Supply Schedules, committed financing and more. After trying to work out a resolution with Litton Loan and Goldman Sachs for over 3 years, I filed a complaint with the NJ Superior Court in 2010.

DECEPTIVE DEFENSE TACTICS

Since 2010, the defendants' attorneys have failed to show up at hearing, repeatedly failed to notify me of hearings they scheduled, blocked me from mediation and much more. When their lawyers were successful in being excused after not showing up for my hearing in 2010, I began notifying Federal agencies. The US Dept. of Justice opened an investigation into my case in May 2015. At least 3 law firms have been hired by the defendants to stop me. I have been denied due process by the NJ Courts, including appealing to the NJ Supreme Court with no response. Finally, on August 25, 2016 I filed to remove my case to the Federal District Court. My case files contain indisputable evidence; 1500 pages were submitted to the Federal Court. This represents only 2% of my documentation.

DAMAGES ARE CATASTROPHIC

The defendants' actions have prevented me from getting a job, from closing sustainable contracts, and proceeding with the contracts that I worked over 20 years to attain. The defendant's actions caused severe illness that almost took my life (attested to by doctors and medical reports). In short, the defendants' actions imposed severe damages for which I am seeking tens of millions of dollars.

The documents that have been filed with the NJ Courts and the US Dept. of Justice are included in my list of court documents. This document can be downloaded at http://www.finfix.org/COURT_List-of-Filings.docx. It includes links to download all documents that I have filed, or to which I been made privy. Highlights about my case can be found at www.FinFix.org. I will show how this case fits RICO laws in court, or privately with future counsel. Since the defendants have stripped me of my assets and driven me to welfare, I have conducted virtually of this action per se.

I welcome all legal, financial and other help. I can be reached by phone at 202-486-4565 or via email at VW@FinFix.org.

Thank you,

Veronica

Other Pertinent Info :

How Mortgages Are Created <https://youtu.be/EoMSm-e3dhg>

Let's Be Real - Faith in the Midst of the Storm <https://www.youtube.com/watch?v=ebvuyarBofw&feature=youtu.be>

CASE HIGHLIGHTS

US DISTRICT COURT OF NEW JERSEY CASE NO. Case_2-16-cv-05301

The filing of a fraudulent mortgage and the awarding of a deceptive, illegal foreclosure of my home of 34-years was facilitated by the defendants and their cohorts in a systematic and systemic process.

The Plaintiff has identified former employees of the defendants and others who were involved in, or ware of, components of this fraud. In addition to these and other witnesses, several documents have been presented to Federal and State authorities that corroborate the defendants' fraud. The defendants have dragged this action out for 12 years by breaking commitments, failing to show up for Court hearings, filing false legal documents, withholding documents and more.

Rather than attempt a responsible and fair resolution, the defendants have evaded mediation and engaged in hyper-aggressive legal tactics to evade responsibility for their actions.

Highlights of this case have been prepared for the Federal Mediator. Over 4,000 pages have been filed in US Case 2:16 cv-05301 . Some of the key findings of this case include:

The Defendants' actions were laden with fraud. From failing to record mortgage payments, to processing a fraudulent mortgage, to failing to file the corrected mortgage, to reneging on a subsequent modification to correct the fraudulent mortgage, the Defendants' have committed serial fraud since 2005.

THE MORTGAGE WAS FRAUDULENT.

- My financial records and financial analysis presented to the NJ Court in 2014 prove that the mortgage was fraudulent. As you know, I studied finance and economics at leading universities in the US and Europe. I hold a Kellogg MBA in Finance and Economics followed by 35 years of career success. I have served as a FINRA Arbitrator since 2009 and currently serve as a FINA Arbitrator Chair. My analysis is sound and shows that about \$208K was arbitrarily added to the mortgage principal.
- The mortgage with Fremont was only taken to escape fraud by Litton Loan, a known predator that purchased my mortgage.
- The Fremont advance was at least \$80,000 short.
- Witnesses include former Fremont employees involved in the process and who tried to fix the problem. Also, a colleague who recommended the Fremont mortgage representative and the Fremont mortgage representative's wife have been identified as witnesses.
- The mortgage was signed in 2006 and not filed with the Essex County Hall of Records until after the spring of 2010. I have a copy of my property records from the Essex County Hall of Records that I personally reviewed and copied in 2010.
- The mortgage is not financially nor operationally consistent with the rates, terms and conditions presented (LIBOR, ADR, First Position, etc.)
- The attorney¹¹⁹ who signed the fraudulent mortgage was charged with theft by deception¹²⁰ and was disciplined by a State of New Jersey licensing authority¹²¹ after taking a victim's home in Jersey City. "The New Jersey Office of Attorney Ethics found Danny guilty of the following misconduct"¹²². He used the address of 2 title companies, one run by his wife and the other run by his stepson, respectively. According to NJ State records, the title companies may not have been authorized to operate on the date that he signed the fraudulent mortgage.

¹¹⁹ Decision by the SUPREME COURT OF NEW JERSEY, Disciplinary Review Board Docket No. DRB 14-273, District Docket No. XIV-2013-0359E, http://drblookuppportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667

¹²⁰ Jersey City Journal, by Ron Zeitlinger Jan. 15, 2008
http://www.nj.com/hudson/index.ssf/2008/01/not_again_disbarred_lawyer_acc.html

¹²¹ Avvo Lawyer Directory <https://www.avvo.com/attorneys/07040-nj-daniel-roy-1571828.html#resume>

Temporary Suspension issued in NJ, 2016 ♦ updated on Oct 17, 2016

Temporary suspension means an attorney lost his or her license to practice during a disciplinary investigation. The suspension typically expires when the investigation is resolved.

Reprimanded issued in NJ, 2015 ♦ updated on Oct 17, 2016

This means the attorney did something wrong, but the Bar did not suspend the lawyer. Typically in this case the lawyer's poor behavior is exposed to the public in hopes that he or she will not repeat the behavior.

¹²² The Committee to Expose Dishonest and Incompetent Judges, Attorneys and Public Officials . [Click to Download](#)

REPEATEDLY OFFERED TO FIX THE PROBLEM, REPEATEDLY FAILED TO DO SO

- Fremont promised to file the modification that corrected the fraudulent mortgage.
- Litton Loan. Confirmed modification, accepted payments, reneged, foreclosed, then cashed payment checks. I did not see a foreclosure complaint until April 2017.

PROOF OF ADDITIONAL FRAUD

I have other evidence & witnesses that prove fraud in the defendants' effort to steal my property.

- Attorneys falsely presented change of court date to stop litigation.
- Attorneys and State of NJ withheld foreclosure documents and proceedings
- Foreclosure awarded without my knowledge despite being contested by my former attorney
- My former attorney withdrew after recommitting to my case and before the foreclosure
- My former attorney did not formally withdraw with the Court until 3 months after the foreclosure
- Judge forced a law firm, that had withdrawn and signed the false court document, to represent me over my objections. I was representing myself (acting Pro Se).
- Judge barred me from hearing when I was acting Pro Se
- The foreclosure case file is filled with inappropriate and likely illegal documents.
- A stream of consciousness demonstrated through the defendants' actions support intent or, at the very least, gross negligence.
- I have identified and located several former employees of Litton Loan, Fremont, Goldman Sachs and HSBC and Ocwen who worked on my mortgage or were aware of fraud and deception with my mortgage.

There is more incriminating evidence in the 4,000+ pages filed with the U.S. District Court.

PRECEDENTS (see p. 3331, US Case 2:16 cv-05301)

- **\$21M Award:** David Brash v. PHH Mortgage Corp. (Case No. 4-09-cv-00146-(CDL)), a jury in the U.S. District Court of Georgia (11th District) awarded \$21M to the Plaintiff
- **\$11.5M Award:** Sealy Davis v. Ocwen Federal Bank, et al. 212th District Court, Galveston, Texas. (2005). \$11.5 million verdict. Unfair debt collection of a mortgage loan in servicing loan. Click for PRNewswire release & Mortgage Damage Awards
- Ocwen \$2.1B Federal & State settlement
<http://www.bizjournals.com/southflorida/news/2013/12/19/regulators-slap-mortgage-giant-ocwen.html>
- HSBC \$479M Federal settlement
- Goldman Sachs \$5B Federal settlement

DAMAGES

- During 12+ years of this action, I lost contracts and Federal revenue exceeding hundreds of millions; well documented. Commercial revenue has not yet been projected.
- Health was impacted including multiple hospitalizations; will be corroborated by multiple doctors and health professionals
- Pain and suffering due to inhuman and excessive financial and legal attacks

TO VIEW THIS 2014 EXPLANATION VISIT <http://www.fifix.org/Case-Highlights.html>

THIS DOCUMENT MAY BE DOWNLOADED AT
<http://finfix.org/US-Case-No-2-16-cv-05301-SUMMARY.doc>

**OVERVIEW OF
V. WILLIAMS
VS**

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

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

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

INTRODUCTION

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

LITTON LOAN PROVED TO BE A PREDATOR; SERIAL FRAUDULENT BEHAVIOIR

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

A LONG TERM BUSINESS GOAL IMMINENT

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

Williams was told that she could consolidate her debt with a modification through Litton Loan and they would accommodate her at a lower cost than another mortgage company. Goldman Sach's acquisition of Litton Loan appeared to open a welcome opportunity. Williams could consolidate her debt with a modification, lower her rate, and improve her cash flow so that she would be able to lower her cost of carrying the FEMA job and upcoming task orders. To her chagrin, Litton Loan defrauded Williams. She lost everything she had worked so long and so hard to achieve. One of her first jobs was with a Federal contractor in the early 70's. After 40 years of hard work, the company Williams founded was a Federal contractor, ready to close task orders she had dreamed of as a child. Now Williams was facing economic collapse. The stress caused a dramatic decline in her health. She came close to death on at least three occasions. Since then she has not achieved sufficient, sustainable, steady income. Williams depends on SNAP, HEAP and other Federal and State subsidies to survive.

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

MOVED MORTGAGE TO FREMONT – SHUT DOWN BY DOJ

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

Fremont originated a mortgage for Williams that was underwritten by HSBC. Unbeknownst to Williams at the time, Fremont had been ordered by US DOJ to cease issuing mortgages. After Fremont failed to give Williams all of the funds due her from the mortgage, they went out of business and she was unable to get her money. Her mortgage was sold to Litton Loan. Williams had refinanced with Fremont to get her mortgage out of the hands of Litton Loan due to their widespread reputation for mortgage fraud. As Williams prepared to refinance her mortgage which now had a principal balance that was about \$200,000 larger than it should have been, Litton Loan representatives convinced her not to refinance with Chase because they were now owned by Goldman Sachs and could be trusted. Williams consented, received a signed modification agreement and paid about \$10,000 to complete the modification. Williams was in the final stages of being approved for a Federal Security Clearance, necessary to accept an offer and start a new

contract position with the Department of Homeland Security. To her surprise and chagrin, Litton Loan foreclosed on her mortgage, cashing her 3 checks both before *and after* the foreclosure. Accepting payments after receiving a foreclosure is illegal in the state of New Jersey.

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

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

MULTIPLE FIRMS, GROWING FRAUDULENT BALANCE

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

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

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

In addition to *In and Out Fraud*, the defendants employed *Bait and Switch* and other subversive tactics. [see p.1 Federal Complaint, p. 9 US Case 2:16 cv-05301] Also, promised not to foreclose (see Oct. 2009 letter). For example, Litton Loan presented several reasons for Williams to remain with them including the backing of their parent at the time, Goldman Sachs (see p. 2 Integrity of

Goldman). Litton Loan required additional money to process the modification; however, they provided additional written confirmation and assured the Petitioner that the modification would be quickly processed. Williams was assured the modification would be completed before the clearance investigation would be completed.

LITTON LOAN BAIT AND SWITCH

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

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

CASCADING, EXPLOSIVE DAMAGES

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

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

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

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

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

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

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

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

DENIED DUE PROCESS IN NJ

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

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

TOP NOTCH EXPERTISE & CORROBORATION

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

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

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

CONCLUSION

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

- **Defrauded Williams by adding about \$200K to the principal of her mortgage** ([Discovery Page 2 Ex3:PROOF & PROOF](#))
- **Reneged on a modification offered** ([Proof Hearing Page 118 Williams told it was an error and would be reversed if she sent an additional payment \(Ex20:PROOF\)](#))
- **Caused her to lose GSA Federal Supply Schedules with over \$270M in impending orders** (Summary below and attached, from [Proof Hearing Page 17](#))

- **Imposed Stress That Nearly Took Her Life** ([Proof Hearing](#) Page 7 – More from Witnesses)
- **Prevented Williams from Earning Sustainable Income for more than 8 years**

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

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

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

HIGHLIGHTS OF DEFENDANTS' ROLES

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

Veronica A. Williams

VS

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

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

SOURCES OF INFO

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

UNITED STATES DISTRICT COURT