

No. 19-7529

**In the**  
**SUPREME COURT OF THE UNITED STATES**

Veronica A. Williams,  
*Petitioner,*

*v.*

LITTON LOAN SERVICES

HSBC BANK USA NA

GOLDMAN SACHS GROUP

FREMONT HOME LOAN TRUST 2006-C  
MORTGAGE BACKED CERTIFICATES SERIES 2006-C

OCWEN

STERN & EISENBERG PC LLC

STATE OF NEW JERSEY

*Respondents.*

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**PETITION FOR A WRIT OF CERTIORARI**

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VERONICA ANN WILLIAMS

Pro Se Petitioner

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South Orange, NJ 07079-3009

P.O. Box 978

South Orange, NJ 07079-0978

Phone 202-486-4565

Email StopFraud@vawilliams.com

No. \_\_\_\_\_

IN THE  
SUPREME COURT OF THE UNITED STATES

Veronica Ann Williams — PETITIONER  
(Your Name)

VS.

LITTON LOAN SERVICES  
HSBC BANK USA NA  
GOLDMAN SACHS GROUP  
FREMONT HOME LOAN TRUST 2006-C  
MORTGAGE BACKED CERTIFICATES SERIES 2006-C  
OCWEN

STERN & EISENBEREG PC LLC  
STATE OF NEW JERSEY — RESPONDENT(S)

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis*.

Please check the appropriate boxes:

☒

Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s):

The U.S. District Court, Third Circuit, [Motion In Forma Pauperis Granted](#) 3/14/19

The Superior Court of New Jersey [Fee Waiver](#) by Judge Carey March 2016

Despite *lower disposable income*, Judge Orsen incorrectly denied Fee Waiver 2019

☐

Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

☒

Petitioner's affidavit or declaration in support of this motion is attached hereto.

☐

Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

☐

The appointment was made under the following provision of law: \_\_\_\_\_

\_\_\_\_\_, or

a copy of the order of appointment is appended.

\_\_\_\_\_  
(Signature)

# AFFIDAVIT OR DECLARATION IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

I, Veronica Ann Williams\_\_\_\_\_, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor; and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

| Income source  | Average monthly amount during the past 12 months              |        | Amount expected next month |        |
|--|---|--------|----------------------------|--------|
|  | You   | Spouse | You                        | Spouse |
| Employment   | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Self-employment  | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Income from real property (such as rental income)                    | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Interest and dividends   | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Gifts  | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Alimony  | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Child Support  | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Retirement (such as social security, pensions, annuities, insurance) | \$ 1,365  | \$ NA  | \$ 0                       | \$ NA  |
|  | SSA changed my payments from disability to retirement in 2018 |        |                            |        |
| Disability (such as social security, insurance payments)             | \$ --   | \$ NA  | \$ 0                       | \$ NA  |
| Unemployment payments  | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| Public-assistance (such as welfare)                                  | \$ 101.12   | \$ NA  | \$ 0                       | \$     |
|  | Does not include Affordable Care Act insurance payments       |        |                            |        |
| Other (specify): _____   | \$ 0  | \$ NA  | \$ 0                       | \$ NA  |
| <b>Total monthly income:</b>   | \$ 1,466.12   | \$     | \$                         | \$     |

This Petitioner's commercial rate realized prior to this fraud in 2005 was \$480.00 per hour; her rate *approved* by the General Services Administration was \$420 per hour. The Defendants' actions drove this Petitioner from prosperity to welfare.

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

| Employer | Address | Dates of Employment | Gross monthly pay |
|----------|---------|---------------------|-------------------|
| Retired  |         |                     | \$ 0              |
|          |         |                     | \$                |
|          |         |                     | \$                |

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

| Employer | Address | Dates of Employment | Gross monthly pay |
|----------|---------|---------------------|-------------------|
| NA       |         |                     | \$                |
|          |         |                     | \$                |
|          |         |                     | \$                |

4. How much cash do you and your spouse have? \$ 50.00  
Below, state any money you or your spouse have in bank accounts or in any other financial institution.

| Type of account (e.g., checking or savings) | Amount you have | Amount your spouse has |
|---|-----------------|------------------------|
| Checking                                    | \$ 50.00        | \$ NA                  |
|   | \$              | \$                     |
|   | \$              | \$                     |

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

☐ Home ☐ Other real estate  
Value "NA-The Defendants Illegally Foreclosed" Value

☐ Motor Vehicle #1 ☐ Motor Vehicle #2  
Year, make & model 1998 Lexus 300 Year, make & model NA  
Value \$900.00 Value

☐ Other assets  
Description Furniture  
Value \$500.00



6. State every person, business, or organization owing you or your spouse money, and the amount owed.

| Person owing you or your spouse money | Amount owed to you | Amount owed to your spouse |
|---------------------------------------|--------------------|----------------------------|
| No One                                | \$ _____           | \$ _____                   |
| _____                                 | \$ _____           | \$ _____                   |
| _____                                 | \$ _____           | \$ _____                   |

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

| Name   | Relationship | Age   |
|--------|--------------|-------|
| No One | _____        | _____ |
| _____  | _____        | _____ |
| _____  | _____        | _____ |

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

|   | You                                   | Your spouse |
|---|---------------------------------------|-------------|
| Rent or home-mortgage payment<br>(include lot rented for mobile home) | Under Illegal Foreclosure<br>\$ _____ | \$ NA _____ |
| Are real estate taxes included? D Yes D No                            |                                       |             |
| Is property insurance included? D Yes D No                            |                                       |             |
| Utilities (electricity, heating fuel,<br>water, sewer, and telephone) | \$ 429.33 _____                       | \$ NA _____ |
| Home maintenance (repairs and upkeep)                                 | \$ 450.00 _____                       | \$ NA _____ |
| Food  | \$ 300.00 _____                       | \$ NA _____ |
| Clothing  | \$ 25.00 _____                        | \$ NA _____ |
| Laundry and dry-cleaning  | \$ 15.00 _____                        | \$ NA _____ |
| Medical and dental expenses   | \$ 69.58 _____                        | \$ NA _____ |

|   | You                | Your spouse  |
|---|--------------------|--------------|
| Transportation (not including motor vehicle payments)                                       | \$ <u>152.00</u>   | \$ <u>N</u>  |
| Recreation, entertainment, newspapers, magazines, etc.                                      | \$ <u>0</u>        | \$ <u>N</u>  |
| Insurance (not deducted from wages or included in mortgage payments)                        |                    |              |
| Homeowner's or renter's   | \$ <u>0</u>        | \$ <u>N</u>  |
| Life  | \$ <u>0</u>        | \$ <u>N</u>  |
| Health  | \$ <u>210.00</u>   | \$ <u>N</u>  |
| Motor Vehicle   | \$ <u>90.00</u>    | \$ <u>N</u>  |
| Other: _____  | \$ <u>0</u>        | \$ <u>N</u>  |
| Taxes (not deducted from wages or included in mortgage payments)                            |                    |              |
| (specify): _____  | \$ _____           | \$ <u>NA</u> |
| Installment payments  |                    |              |
| Motor Vehicle   | \$ <u>0</u>        | \$ <u>NA</u> |
| Credit card(s)  | \$ <u>50.00</u>    | \$ <u>NA</u> |
| Department store(s)   | \$ <u>0</u>        | \$ <u>NA</u> |
| Other: _____  | \$ <u>0</u>        | \$ <u>NA</u> |
| Alimony, maintenance, and support paid to others  | \$ <u>0</u>        | \$ <u>NA</u> |
| Regular expenses for operation of business, profession, or farm (attach detailed statement) | \$ _____           | \$ <u>NA</u> |
| Other (specify): _____  | \$ _____           | \$ <u>NA</u> |
| <b>Total monthly expenses:</b>  | \$ <u>1,843.92</u> | \$ <u>NA</u> |

|  |
|--|
| Monthly Net Loss of \$377.79 is covered by not buying medicine, borrowing or odd jobs, if found. |
|--|

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☐ Yes ☒ No If yes, describe on an attached sheet.

10. Have you paid – or will you be paying – an attorney any money for services in connection with this case, including the completion of this form? ☒ Yes No

If yes, how much? Over \$2,000 – Last payment was in 2014

If yes, state the attorney's name, address, and telephone number:

Joshua Denbeaux, Esq.  
366 Kindermark Road  
Westwood, NJ 07605  
Phone 201-664-8855

11. Have you paid—or will you be paying—anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form? Printing, binding & delivery

☒ Yes ☐ No

If yes, how much? \$670.00 (Curry) + \$306.32 est. (Staples) + \$97.90 est. (Federal Express) \_\_\_\_\_

If yes, state the person's name, address, and telephone number:

|                                 |                          |                            |
|---------------------------------|--------------------------|----------------------------|
| Rod Curry                       | Staples                  | Federal Express            |
| <u>810 5<sup>th</sup> St NE</u> | 2933 Vauxhall Rd Suite 7 | 2933 Vauxhall Rd., Suite 7 |
| Washington, DC 20002            | Vauxhall, NJ 07088       | Vauxhall, NJ 07088         |
| Phone 202-350-9073              | 908-206-8765             | 800-463-3339               |

12. Provide any other information that will help explain why you cannot pay the costs of this case.

The Defendant's illegal acts have virtually eliminated my income, wiped out my assets, most of my retirement and forced me into disability and ultimately a paltry retirement. I no longer have the funds no ability to earn income sufficient to live without public assistance, much less pay the necessary to conduct desired depositions and other support for this case.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: December 26, 2019 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

## QUESTIONS PRESENTED

This case sadly shows how the lower courts failed to facilitate due process for this Petitioner. Decisions were made in support of Defendants collectively worth over \$4 Trillion, despite hard, irrefutable evidence of their guilt.

The Defendants engaged in tortious acts of fraud that continue today. The deceit and delays perpetrated by the Defendants and the legal professionals and others who supported them, have extended this fraud over 15 years, and counting.

The questions presented are:

1) How long will legal deception, fraud and stonewalling be allowed to obfuscate and enable financial fraud at the expense of borrowers *and* investors?

2) Do process errors supersede the facts *and* the law?

3) Are designated Federal Pro Se organizations allowed to deny assistance to Pro Se Petitioners who reveal illegal acts; even acts by people and organizations in power?

4) What changes to the Dodd Frank Act [H.R. 4173](#) are needed to close the holes unearthed by the repeal of the [Glass Steagall Act of 1932](#)? What additional regulations are needed to control fraud?

The Defendants in this case – Litton Mortgage Servicing LP is the Parent of Litton Loan Servicing LP (Litton Loan); Hong Kong Shanghai Banking Corporation (HSBC Bank USA, N.A.); The Goldman Sachs Group (Goldman Sachs); Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C (Fremont); Ocwen Financial Corporation (Ocwen); Stern & Eisenberg, PC; The State of New Jersey (NJ) – each played an integral role in the facilitation of the extensive reign of fraud identified in this case. Some of the acts are identified in this writ; many are identified in the filings with the lower courts (see Appendix C p. 209 - 217); more will be explained at trial (see Appendix F p. 351)

The infrastructure of knowledge, human capital and more has been erected to eradicate financial fraud. This Petitioner's effort advocates a smooth transition. The world has had a glimpse of the fervor of people in many countries who oppose financial fraud. The United States should join others in leading the way to virtually eliminate vulnerabilities in the world's financial system. This achievement will help improve life for billions around the globe.

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## PETITION FOR WRIT OF CERTIORARI

This case is an ideal vehicle for resolving financial fraud, including fraud associated with escalating foreclosures that have risen dramatically in recent decades. The origination and subsequent administration of this Petitioner's mortgage violated virtually every Federal banking rule (12 CFR § [340.4](#) , 12 CFR § [371.4](#) , 12 CFR § [811.2](#) , 12 CFR § [932.7](#) , 12 CFR § [100.1](#) (c) , 12 CFR § [1003.5](#) (a) , 12 CFR § [1007.104](#) , 12 CFR § [1012.40](#) (c) , 12 CFR § 1010.105 (d)(2)(i) , 12 CFR § [1016.4](#) (a) , 12 CFR § [1022.42](#) , 12 CFR § [1024.2](#) , 12 CFR § [1024.9](#) , 12 CFR § [1024.10](#) , 12 CFR § [1024.14](#) , 12 CFR § [1026.34](#) , 12 CFR § [1026.39](#) , 12 CFR § [1026.41](#) , 12 CFR § [1070](#) (B)(C)(D)(E) , 12 CFR § [1080](#) (6)(8)(10), See Appendix E p. 338 - 350). Litton Loan, HDBC and the other Defendants violated Federal Statutes (see complaint<sup>1</sup>). The illegal gains from breaking these regulations and Federal statutes *far outweigh* the penalties imposed. In other words, without imprisonment the financial penalties are woefully insufficient. The Defendants failed to provide proper documents even after repeated requests by this Petitioner. Fremont and Litton Loan (when owned by Goldman Sachs) provided written commitment that they would comply with Federal banking rules. Their comments and letters proved to be red herrings that violated Federal torts laws<sup>2</sup>.

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<sup>1</sup> See Complaint filed with the U.S. District Court of New Jersey Case 2:16-cv-05301-ES-JAD. <http://finfix.org/Federal-Complaint-Amended-2018-Case-2-16-cv-05301.pdf>

<sup>2</sup> Ibid.

Defendants used this Petitioner's honesty and forthrightness to deceive. This Petitioner told Fremont and Litton Loan that the monthly payment amount did not match the agreement that she signed. This Petitioner also told Litton that the mortgage agreement had not been filed with NJ<sup>3, 4, 5</sup>. Litton withdrew the foreclosure. They later filed a forged agreement, and filed for foreclosure again. NJ required that I travel to Trenton to get a copy of the foreclosure action and agreement. Due to health and lack of money caused by the fraud, I was unable to make the trip. At least 4 law firms have been hired to stop this Petitioner. HSBC hired a new law firm for Litton Loan and all other Defendants, and another new law firm to do the foreclosure. This Petitioner hired an attorney who withdrew and did not tell me about the foreclosure. My former attorney sent a fraudulent letter signed by both my attorney and the attorney representing HSBC and the other Defendants.

Several hearings were held without this Petitioner's knowledge. This Petitioner appealed to NJ Appellate Court,

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<sup>3</sup> See mortgage master amortization included in Discovery filed with NJ Court in 2014. [http://finfix.org/proof/DD/Discovery-Documents\\_ALL\\_11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf)

<sup>4</sup> See financial analysis backed by evidence presented to NJ Judge and filed with NJ Appeals Court in 2019 [http://finfix.org/NJSuperior\\_2019/Case-Docket\\_F-00839-13\\_FILING-NJ-Superior-Court\\_6-21-19.pdf](http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf) pp. 100 +

<sup>5</sup> See Report by Expert recognized by NJ, NY State and Federal Courts describing forged mortgage agreement, consistent with this Petitioner's claims since 2006. [http://finfix.org/USAppealsCt/Case\\_19-1032\\_More-Evidence-of-Fraudulent-Mortgage\\_6-21-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf)

Docket No. F-00839-13. NJ Court verbally gave her nonsensical requirements so she moved her case to Federal Court. Focused on fraud, not the illegal foreclosure, this Petitioner tried again in NJ Foreclosure Court. A Judge ignored evidence presented, then the Appellate Court stonewalled me. The facts and law support my case. USCA denied my appeal based on due process. I was denied assistance provided to other Pro Se litigants<sup>6</sup>.

While this Petitioner is not a lawyer, her education in legal procedures began long before she became a FINRA<sup>7</sup> Arbitrator in 2009. This Petitioner made a diligent effort to follow the Rules of Federal Procedure and the rules of NJ Courts. Yet the lower Courts seem to blame poor process as the reason for repeatedly denying this claim. If the Court places process above the facts and the law, may God help us all.

This is a case of predatory financial and legal fraud that extends coast to coast and beyond. My case began with an attempt by a Defendant to convince me to pay a bill that did not fit the mortgage agreement that I signed. When I

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<sup>6</sup> See filing to the U.S. Court of Appeals, Third Circuit on October 31, 2019 references in Appendix A.

<sup>7</sup> This Petitioner was recruited and became an Arbitrator for the Financial Industry Regulatory Authority (FINRA) in 2009.

pointed this out to the servicing firm, they offered a modification to fix their error. That was one of the first of numerous acts of fraud that continue today. By 2006, verbal and written commitments were made to fix their error. Rather a Defendant filed a foreclosure action but this Petitioner was never given a copy of the mortgage agreement or RESPA documents required by law. This Petitioner told the Defendant that she never received these documents and that the mortgage had not been filed with the State of New Jersey as required. The Defendants again promised to fix their error. Instead, the firm withdrew the foreclosure filing, filed a forged mortgage agreement, filed a second foreclosure complaint and was awarded an illegal foreclosure. Despite several request since early 2006, the Defendants have failed to provide this Petitioner a copy of the “legally” executed mortgage agreement. This Petitioner’s only copy is the fraudulent agreement in the New Jersey Foreclosure files.

While fighting back, this Petitioner uncovered systemic, financial, legal and operational fraud that spans coast-to-coast and beyond. The fraud has been perpetuated by the Defendants and their supporters for the ensuing decade.

Worse, as fraud persists catastrophic damages continue to mount. Yet, most who understand what is happening, and those who continue to gain illegally, will not speak up. Many who attempted to stop these crimes have been shut down by our legal system. “What good will it be for someone to gain the whole world, yet forfeit their soul?” [[Matthew 16:26](#), Bible]

This case implicates lawyers, Judges, NJ State employees and others who work in or service our judicial systems. Corruption in New Jersey is well known. This was corroborated on November 25, 2019 by a survey<sup>8</sup> conducted for the Garden State Initiative (GSI) and Fairleigh Dickinson University’s School of Public & Global Affairs (See <https://www.gardenstateinitiative.org/updates/2019/11/22/gsi-fdu-poll>). They found that NJ ranks #1 in population exodus, with 44% of our residents fleeing the state. Corruption was cited as one of the top 4 reasons for people leaving.

This case also implicates past and current executives at powerful financial service firms. Actions by two Defendants as far back as 1996 set the stage for some of the crimes that

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<sup>8</sup> Released Nov. 25, 2019, according to a survey conducted for the Garden State Initiative (GSI) and Fairleigh Dickinson University’s School of Public & Global Affairs , 44% of New Jersey residents are planning to leave the state in the not so distant future See <https://www.gardenstateinitiative.org/updates/2019/11/22/gsi-fdu-poll>

followed against this Petitioner and others (will be presented at trial). Only a *fee large enough to support retirement* might make the risk of taking on this case worthwhile for most attorneys.

The widespread, well validated belief is that representing this Petitioner will be a career ending move, if not worse. It is quite understandable, therefore, that my 10—year effort to find an attorney to represent me, *whom I could afford* – failed.

The likely cost to U.S. citizens of fraud uncovered in this case is in the Billions of dollars. [Filing #99](#) with the U.S. District Court of New Jersey (Appendix D p. 218 - 337) provides a broad, but not comprehensive, overview of my case. [Filing dated October 31, 2019](#) with the U.S. Court of Appeals (Appendix C p. 209 - 217) highlights recent efforts, and unfair denials, in my quest to find an attorney to represent me. This document also explains how the Federal initiative to support Pro Se litigants failed me.

The likely astronomical cost to U.S. citizens coupled with the systemic denial of representation by our Federal system warrants the waiver of [Supreme Court of the United States Rule 28.8](#) for my case. While I do not hold a Bar ID, I am a

U.S. Citizen with crucial expertise to present this case as well as having served our country as a good citizen. I deserve the right to represent myself (Appendix F p. 351).

Please note that the thousands of pages filed with the Courts do not represent the entirety of supporting documentation for this case. Also note that this Petitioner does not have the resources to provide all available evidence. The numbers and other evidence show, however, that this is a multi-state problem with global tentacles.

The legal delays since 2009 have been sufficient to allow the statutes of limitation to expire for many of the illegal acts exposed in this case. Hearing this case in open court is essential to deter others from committing the same or similar acts in the future. This is the last opportunity *in this case* for our legal system to prove its veracity and strength. God will continue to bring truth to light. I pray that my story is told *first* in our Courts, after the Supreme Court of the United States (SCOTUS) approves my constitutional right to self-representation and a jury trial in front of my peers.

The widespread and egregious actions observed by this Petitioner are an affront to our financial, legal and democratic processes and institutions.



The Third Circuit refused to reconsider its rule and held that this Petitioner's "appeal does not present a summarily question". The "entire controversy doctrine" quoted in the appeal is superseded by the repeated denial of this Petitioner's right to due process. That decision is wrong. This case is an ideal vehicle for resolving the important questions posed herein as well as mitigating fraud because this Petitioner would be an excellent candidate to receive a judgment and damages for wanton fraud and violation of several Federal laws.

The lower court's refusal to exercise jurisdiction over this Petitioner's claim is also wrong and warrants this Court's review. This Petitioner challenged Defendants collectively worth over \$4 Trillion (U.S.) who continue to perpetrate *and benefit from* fraud. The Third Circuit refused to hear this Petitioner. Thus, here too, this Petitioner's fate turns on the fact that she has been unable to retain reliable counsel and represents herself. This sort of disparity is profoundly unfair and antithetical to the national character of our financial and tort laws, and to our nation's constitution. This Court's prompt review is required.

## OPINIONS BELOW

The opinion of the Court of Appeals, Third Circuit (10/8/19) is in Appendix A (p. 34). This Petitioner's response to the opinion of the U.S. District Court of New Jersey issued its opinion Dec. 17, 2018 (see Appendix A p. 34).

## JURISDICTION

The Court of Appeals issued its opinion on October 8, 2019.

## CONSTITUTIONAL & STATUTORY & OTHER PROVISIONS

**See Appendix E (p. 338 – 350)**

### **Third Amendment To The United States Constitution**

#### **U.S. Const. art. III, § 2, cl.**

The judicial Power shall extend to all Cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their Authority;—to all Cases affecting Ambassadors, other public ministers and Consuls;—to all Cases of admiralty and maritime Jurisdiction;—to Controversies to which the United States shall be a Party;—to Controversies between two or more States;—between a State and Citizens of another State;—between Citizens of different States;—between Citizens of the same State claiming Lands under Grants of different States, and between a State, or the Citizens thereof, and foreign States, Citizens or Subjects.

**The Trial of all Crimes, except in Cases of Impeachment, shall be by Jury; and such Trial shall be held in the State where the said Crimes shall have been**

committed; but when not committed within any State, the Trial shall be at such Place or Places as the Congress may by Law have directed. [VIEW](#)

### **Sixth Amendment To The United States Constitution**

In all criminal prosecutions, the accused **shall enjoy the right to a speedy and public trial**, by an impartial jury of the state and district wherein the crime shall have been committed.... [VIEW](#)

### **Seventh Amendment To The United States Constitution**

In Suits at common law, where the value in controversy shall exceed twenty dollars, **the right of trial by jury shall be preserved**, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law. [VIEW](#)

### **15 U.S.C. § 1692**

#### **(a) ABUSIVE PRACTICES**

There is abundant evidence of the [use](#) of abusive, deceptive, and unfair [debt](#) collection practices by many [debt](#) collectors. Abusive [debt](#) collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

#### **(b) INADEQUACY OF LAWS**

Existing laws and procedures for redressing these injuries are inadequate to protect [consumers](#). [VIEW](#)

### **18 U.S.C. § 1007**

18 U.S. Code § 1007. Federal Deposit Insurance Corporation transactions

Whoever, for the purpose of influencing in any way the

action of the Federal Deposit Insurance Corporation, knowingly makes or invites reliance on a false, forged, or counterfeit [statement](#), document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both. [VIEW](#)

### **Restatement of Federal Torts Act<sup>9</sup>**

1. Restatement of Torts (Second), sec 525: "One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or *to refrain from action* in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation."

2. Restatement of Torts (Second), sec 551(1): "One who fails to disclose to another a fact that he knows may justifiably induce the other to act *or refrain from acting* in a business transaction is subject to the same liability to the other as though he had represented the nonexistence of the matter that he has failed to disclose...."

3. Restatement of Torts (Second), sec 531: "One who makes a fraudulent misrepresentation is subject to liability to the persons or class of persons whom he intends or has reason to expect to act or *to refrain from action* in reliance upon the misrepresentation, for pecuniary loss suffered by them through their justifiable reliance in the type of transaction in which he intends or has reason to expect their conduct to be influenced." [VIEW](#)

### **18 U.S.C. § 1962**

18 U.S. Code § 1962.Prohibited activities

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<sup>9</sup> See Claim filed by Petitioner with U.S. District Court o New Jersey, Count VII p. 14 - 15 [http://finfix.org/Federal-Complaint-Amended-2018\\_Case\\_2-16-cv-05301.pdf](http://finfix.org/Federal-Complaint-Amended-2018_Case_2-16-cv-05301.pdf)

(a) It shall be unlawful for any [person](#) who has received any income derived, directly or indirectly, from a pattern of [racketeering activity](#) or through collection of an [unlawful debt](#) in which such [person](#) has participated as a principal within the meaning of section 2, title 18, United [States](#) Code, to use or invest, directly or indirectly, any part of such income, or the [proceeds](#) of such income, in acquisition of any interest in, or the establishment or operation of, any [enterprise](#) which is engaged in, or the activities of which affect, interstate or [foreign commerce](#). ... ..

(b) It shall be unlawful for any [person](#) through a pattern of [racketeering activity](#) or through collection of an [unlawful debt](#) to acquire or maintain, directly or indirectly, any interest in or control of any [enterprise](#) which is engaged in, or the activities of which affect, interstate or [foreign commerce](#).

(c) It shall be unlawful for any [person](#) employed by or associated with any [enterprise](#) engaged in, or the activities of which affect, interstate or [foreign commerce](#), to conduct or participate, directly or indirectly, in the conduct of such [enterprise's](#) affairs through a pattern of [racketeering activity](#) or collection of [unlawful debt](#). [VIEW](#)

#### 12 C.F.R. § 340.4

**§ 340.4 Restrictions on the sale of assets by the [FDIC](#) regardless of the method of financing**

(a) A [person](#) may not acquire any assets of a [failed institution](#) from the [FDIC](#) if the [person](#) or its associated person:

(3) **Has demonstrated a pattern or practice of defalcation** regarding [obligations](#) to any [failed institution](#);

(5) Would be prohibited from purchasing the assets of a covered financial company from the [FDIC](#) under [12 U.S.C. 5390\(r\)](#) or its implementing regulation at [12 CFR part 380](#).<sup>13</sup>

(c) For purposes of [paragraph \(a\)](#) of this section, a [person](#) or its associated [person](#) has demonstrated a “pattern or practice of defalcation” regarding [obligations](#) to a [failed institution](#) if the [person](#) or associated [person](#) has:

(1) Engaged in more than one transaction that created an [obligation](#) on the part of such [person](#) or its associated [person](#) with intent to cause a loss to any insured depository institution or with reckless disregard for whether such transactions would cause a loss to any such insured depository institution; and [VIEW](#)

#### **12 C.F.R. § 1026.34**

### **12 CFR § 1026.34 - Prohibited acts or practices in connection with high-cost mortgages.**

*(a) Prohibited acts or practices for high-cost mortgages -*

*(3) Refinancings within one-year period.* Within one year of having extended a high-cost mortgage, a creditor shall not refinance any high-cost mortgage to the same [consumer](#) into another high-cost mortgage, unless the refinancing is in the [consumer's](#) interest. An assignee holding or servicing a high-cost mortgage shall not, for the remainder of the one-year period following the date of origination of the credit, refinance any high-cost mortgage to the same [consumer](#) into another high-cost mortgage, unless the refinancing is in the [consumer's](#) interest. A creditor (or

assignee) is prohibited from engaging in acts or practices to evade this provision, including a pattern or practice of arranging for the refinancing of its own loans by affiliated or unaffiliated creditors.

**(5) Pre-loan counseling -**

**(i) Certification of counseling required.** A creditor shall not extend a high-cost mortgage to a consumer unless the creditor receives written certification that the consumer has obtained counseling on the advisability of the mortgage from a counselor that is approved to provide such counseling by the Secretary of the U.S. Department of Housing and Urban Development or, if permitted by the Secretary, by a State housing finance authority. [VIEW](#)

**12 C.F.R. § 1026.39**

12 CFR § 1026.39 - Mortgage transfer disclosures.

**(b) Disclosure required.** Except as provided in paragraph (c) of this section, each covered person is subject to the requirements of this section and shall mail or deliver the disclosures required by this section to the consumer on or before the 30th calendar day following the date of transfer.

**(d) Content of required disclosures.** The disclosures required by this section shall identify the mortgage loan that was sold, assigned or otherwise transferred, and state the following, except that the information required by paragraph (d)(5) of this section shall be stated only for a mortgage loan that is a closed-end consumer credit transaction secured by a dwelling or real property other than a reverse mortgage transaction subject to § 1026.33 of this part: [VIEW](#)

**Ocwen \$2.1B Federal & State settlement – EXCERPT**

CFPB, State Authorities Order Ocwen to Provide \$2 Billion  
in Relief to Homeowners for Servicing Wrongs

**DEC 19, 2013**

*Largest Nonbank Servicer Will Also Refund \$125 Million to  
Foreclosure Victims and Adhere to Significant New  
Homeowner Protections*

**WASHINGTON, D.C.** — Today, the Consumer Financial Protection Bureau (CFPB), authorities in 49 states, and the District of Columbia filed a proposed court order requiring the country's largest nonbank mortgage loan servicer, Ocwen Financial Corporation, and its subsidiary, Ocwen Loan Servicing, to provide \$2 billion in principal reduction to underwater borrowers. The consent order addresses Ocwen's systemic misconduct at every stage of the mortgage servicing process. Ocwen must also refund \$125 million to the nearly 185,000 borrowers who have already been foreclosed upon and it must adhere to significant new homeowner protections.

"Deceptions and shortcuts in mortgage servicing will not be tolerated," said CFPB Director Richard Cordray. "Ocwen took advantage of borrowers at every stage of the process. Today's action sends a clear message that we will be vigilant about making sure that consumers are treated with the respect, dignity, and fairness they deserve."

The proposed Ocwen Consent Order is available [SIGNED 12/12/13] at:

[https://files.consumerfinance.gov/f/201312\\_cfpb\\_consent-order\\_ocwen.pdf](https://files.consumerfinance.gov/f/201312_cfpb_consent-order_ocwen.pdf)



### Borrowers Pushed into Foreclosure by Servicing Errors

The CFPB and its partner states believe that Ocwen was engaged in significant and systemic misconduct that occurred at every stage of the mortgage servicing process. According to the complaint filed in the federal district court in the District of Columbia, Ocwen's violations of consumer financial protections put thousands of people across the country at risk of losing their homes. Specifically, the complaint says that Ocwen:

- **Engaged in illegal foreclosure practices:** One of the most important jobs of a mortgage servicer is managing the foreclosure process. But Ocwen mishandled foreclosures and provided consumers with false information. Specifically, Ocwen is accused of:
  - Providing false or misleading information to consumers about the status of foreclosure proceedings where the borrower was in good faith actively pursuing a loss mitigation alternative also offered by Ocwen; and
  - Robo-signing foreclosure documents, including preparing, executing, notarizing, and filing affidavits in foreclosure proceedings with courts and government agencies without verifying the information.
- **Provide \$2 billion in relief to underwater borrowers:** Over a three-year period, Ocwen must complete sustainable loan modifications that result in principal reductions totaling \$2 billion. .... If Ocwen fails to meet this commitment, it must pay a cash penalty in the amount of any shortfall to the CFPB and the states.
- **Provide \$125 million in refunds to foreclosure victims:** Ocwen must refund \$125 million to consumers

whose loans were being serviced by Ocwen, Homeward Residential Holdings, or Litton Loan Servicing, and who lost their homes to foreclosure between Jan. 1, 2009 and Dec. 31, 2012. All eligible consumers who submit valid claims will receive an equal share of the \$125 million. Borrowers who receive payments will not have to release any claims and will be free to seek additional relief in the courts. Ocwen will also pay \$2.3 million to administer the refund process. Eligible consumers can expect to hear from the settlement administrator about potential payments.

- o **Properly process pending requests:** For loans that are transferred to Ocwen, the company must determine the status of in-process loss mitigation requests pending within 60 days of transfer. Until then, Ocwen cannot start, refer to, or proceed with foreclosure.

The Ocwen consent judgment entered by the court can be found

at: [https://files.consumerfinance.gov/f/201403\\_cfpb\\_entered-judgment-with-exhibits\\_ocwen.pdf](https://files.consumerfinance.gov/f/201403_cfpb_entered-judgment-with-exhibits_ocwen.pdf)

U.S. District Court for the District of Columbia 13-cv-2025 (RMC) [VIEW](#)

## STATEMENT OF THE CASE

### A. Statutory Background

1. This Petitioner was denied due process and documents filed with the Courts were ignored. Her first claim filed with NJ Court (Docket No. ESSX L-000081-11) was withdrawn (upon the Court's advice) after the Defendants

failed to appear and she was hospitalized. A law firm was retained, filed a new complaint, then withdrew, so this Petitioner filed the Discovery document with the NJ Court in 2014. This document included the mortgage amortization of her home with copies of legal mortgage agreements filed with the state of NJ, starting at inception when her home was purchased in August 1983. This document clearly shows that the remaining balance on her mortgage was far less than the amount on the forged mortgage agreement from Fremont. This filing also included written confirmation of the correct amount that should have been on RESPA and other documents that Federal law requires but were never provided by Fremont. The fraud escalated after March 2006. The former Fremont employees who were the point persons responsible for the forgery, filing and initial cover-up of the fraudulent mortgage are on this Petitioner's witness list. Others involved in this fraud were employees of or hired by the other Defendants. The legal fraud that ensued was such a wanton defiance of our laws and integrity<sup>10</sup> that it warrants full prosecution of the lead people and entities responsible.

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<sup>10</sup> This is one of many Federal actions against one of more of these Defendants over the years. See *United States vs. Goldman Sachs et. al.* 277 U.S. 269 (1928),

## **B. Facts and Procedural History**

This Petitioner has insisted countless times since 2006 that the mortgage bill did not match the agreement she signed. Verbal, written, undeniable proof was presented to the Defendants, many others as well as the Courts for the State of New Jersey, the U.S. District Court of New Jersey and the U.S. Court of Appeals Third Circuit, and now to the U.S. Supreme Court<sup>11</sup>. Despite irrefutable facts and evidence, this Petitioner has been denied due process and justice at virtually every step. Since 2009, she has been subjected to unwarranted and deceptive legal delays. This case exposes egregious and massive crimes whose impact is far beyond that imposed against this Petitioner. Many of the facts and procedures in this case are presented in Court filings (see Appendix C p. 209). U.S. District Court of NJ Filing No. 99 (see Appendix D p 218 - 337) provides one summary and valuable insights of this case.

Damages began to mount in 2006 and continue to escalate today. Due to the Defendants' actions this Petitioner lost lucrative 20-year Federal Supply Schedules

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<sup>11</sup> After 13 years of verbal and written requests, the Defendant's attorney on Dec. 11, 2019 emailed this Petitioner a partial copy of the fraudulent mortgage.

(GSA<sup>12</sup> Contracts GS-35F-0427R and GS-10F-0104P) as well as long- established Corporate business relationships and other sources of revenue. Virtually all of her assets were wiped out. Many organizations did not respond to this Petitioner's requests, including the Federal Deposit Insurance Corporation (FDIC) who failed to respond to her Freedom of Information Act (FOIA) requests.

Damages to this Petitioner's firm went beyond revenue. Actions attacked her firm's assets as well. One example is trademarks for brands established over 40 years ago. The U.S. Patent and Trademark Office (USPTO) received petitions to cancel copycat trademarks that were filed shortly before and during the illegal foreclosure. Two remain under review, USPTO Petition Nos. 92071829 & 92072082. Other major corporations and others intensified as the illegal foreclosure drew near and exploded after the illegal foreclosure was granted. (note the timeline<sup>13</sup> will be updated at trial). Efforts to cancel remaining copycats – <http://www.discover-it.com/trademark-history.html> – will be

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<sup>12</sup> GSA, the General Services Administration, a Federal agency, settled after cancelling this Petitioner's company's schedules after the Defendants' actions caused her firm to miss requirements. The Defendants then forced a hearing while this Petitioner was still recovering from major surgery. This forced her to settle for less from GSA and also caused her to be hospitalized again.

<sup>13</sup> See timeline at <http://www.fifix.org/Fraud-Timeline.html>.

paid as soon as money is available.

To reiterate, the negative impact was beyond revenue and assets. This Petitioner's firm had attained a strong Paydex<sup>14</sup> score and her FICO<sup>15</sup> score was sound. Her firm's and personal credit was decimated, dropping from over \$20M and well over \$750K respectively, to \$0.00.

This Petitioner's doctors determined that the intense stress caused her health challenges, resulting in 8 major surgeries and additional hospitalizations. Despite sharing this information with the Internal Revenue Service, her firm's appeals were denied. The IRS assessed her firm massive penalties and interest for filing taxes late when she was hospitalized or recovering. These fines were imposed despite her firm's earning dropping to zero taxable income! Was the decline in taxable income so precipitous that the IRS did not believe the facts presented?

The Defendants' acts caused this Petitioner personal losses that continue today. Through a program administered and funded by the State of New Jersey, in 2014 an unlicensed company owned by a New Jersey and resident of

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<sup>14</sup> Paydex is a numerical score used by Dun & Bradstreet to assess a firm's creditworthiness. See <http://products.dandb.com/paydex/>

<sup>15</sup> A FICO score measures consumer's creditworthiness. See <https://www.fico.com/en/products/fico-score>

Texas<sup>16</sup>, solicited this Petitioner, performed unlicensed major capital improvements on her home, paid for by the State of New Jersey program. The company insisted upon an unacceptable contract and never paid for their damages which continue to mount. The damages caused by this company could reach 50% of the property value, particularly if this case does not reach trial in the next year.

These are just a few of the many acts by the Defendants that hurt this Petitioner. A series of predatory acts and catastrophic damages will be presented at trial. Damages to this Petitioner are depraved indifference at best. Targeting her as a victim of fraud and dragging it out for 15 years suggest she was selected due to her public successes<sup>17</sup>.

## **REASONS FOR GRANTING PETITION FOR WRIT OF CERTIORARI**

This case presents important and recurring questions on which the lower courts are in acknowledged conflict. Most cases probably do not reach Federal Court because the legal cost exceeds the cost of losing most homes, especially those less than \$1M. Our current financial, regulatory and legal systems do not allow viable defense for the poor and middle

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<sup>16</sup> This company was assigned the most lucrative half of the State of New Jersey as its territory.

<sup>17</sup> This Petitioner's select achievements dating back to 1971 are displayed at [www.VeronicaWilliams.com](http://www.VeronicaWilliams.com).

class against this fraud. This case will shine light on those problems and by doing so, help to bring parity by attacking fraud on multiple fronts.

### **I. Repeated Defiance of Federal and State Laws by Defendants.**

This is the rare case that raises a recurring issue of national importance on which citizens from multiple states are impacted and whose costs and time make litigation implausible. This case will have a significant impact on this Petitioner as well as countless current and future property owners.

### **II. There Is Indisputable Evidence of Attempts to Litigate by Multiple Parties.**

Indisputable evidence has been filed but repeatedly dismissed. My research found several attempts to litigate similar actions using the RICO statute. The RICO relevant actions are facilitators for this scam but it is not the root cause. It is difficult to win without focusing on the root cause of this compounding financial crime. Without decades of detailed records, this case could be challenging to explain to non-financial experts. It is particularly difficult without issuing subpoenas to all financial and operational entities involved. I am quite capable and ready to explain the



complexities of this case in open Court to a jury of my peers.

This Petitioner is prepared to simplify the complexity of this case for the jury. She has prepared a multimedia presentation that includes links to evidence, testimonies, interrogatories and other supporting evidence. This presentation will be available at [www.FinFix.org](http://www.FinFix.org) and can be available as it is presented during or after trial.

### **III. Information Needed To Expose and Quantify the Magnitude of this Fraud Must Be Subpoenaed.**

Indisputable evidence has been filed but repeatedly dismissed. Subpoenas have been stonewalled by failing to issue dates required by subpoenas approved by the NJ Court. This Petitioner has been blocked continually in her effort to quantify the magnitude of fraud that she recognizes from her expertise and experience.

The FDIC has repeatedly failed to respond to this Petitioner's FOIA requests. It has been understood for well over a decade that auditors "are not geared towards the detection of fraud"<sup>18</sup>. The information that this Petitioner

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<sup>18</sup> Yeoh, P. (2010). Causes of the global financial crisis: Learning from the competing insights. *International Journal of Disclosure and*

seeks will likely reveal that hers is not the only mortgage agreement forged by Fremont. Based on Fremont's SEC filings, the dollar amount of discrepancies had to be an order of magnitude greater to draw attention to uncovered debts. Such a magnitude is what a FDIC audit often results in cease and desist orders.

**A. The Decision Below Is Incorrect.**

This case presents extensive evidence of massive, coast-to-coast financial and legal fraud. Several Federal and State law have been broken. The decision was made without allowing the Petitioner to appear before the Appeals Court. This is a prime example that begs to be heard by in the United States Supreme Court.

**B. This Case Is an Ideal Vehicle to Resolve This Recurring Issue of National Importance.**

This is an inherently national issue that arises with great frequency. Uncoordinated actions and regulations across the states is just one fact that paves the way for such massive fraud to succeed. Additionally, since Petitioner is an especially strong candidate for discretionary relief, this is the ideal case to resolve the question.

The FDIC issued Fremont<sup>19</sup> a cease and desist order in 2007. The State of California enacted a Residential Mortgage Lending Act in 2012. Chapter 2 of this Act specified licensing requirements for Residential Mortgage lenders. This is just one step taken since the FDIC closed Fremont. The fraud perpetrated against this Petitioner by Fremont, based in California, was in 2006. The damage had been done.

The funds withheld from this Petitioner would cause the debt to be uncovered by Fremont. The fraud against this Petitioner alone, however, was not sufficient to produce an amount of uncovered debt to warrant closing Fremont. Fremont filed many trusts with the SEC. This suggests that there may have been a substantial number of fraudulent mortgages that forced Fremont to be shut down. With terms up to 30 years, the magnitude of this crime could be in the billions of dollars and continue for decades. The \$169,492.34 initially stolen from this Petitioner would have yielded the Defendants *at least* \$1,039,630.58<sup>20</sup> for a home purchased for \$88,000 if she did not fight back. This is validated in

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<sup>19</sup> Fremont Investment and Loan was based in California.

<sup>20</sup> See Appeal filed with NJ Superior Court June 2019 [http://finfix.org/NJSuperior\\_2019/Case-Docket\\_F-00839-13\\_FILING-NJ-Superior-Court\\_6-21-19.pdf](http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf), Attachment I, p. 89. Updated is over \$1,087,011.83. [VIEW \\$\\$](#)

documents presented to a NJ Chancery Court Judge in May 2019, and in Appeal Docket No.F-000839-13 filed with the State of New Jersey in June 2019.<sup>21,22</sup>

The path of this fraud may not be simple to follow. It is the complexity of mega financial fraud that contributes to its success. State and Federal regulations do not adequately protect against this fraud. Many homeowners and lawyers assume that records presented by banks are correct, so foreclosures proceed without verifying the numbers. Subpoenas are not issued and audits are seldom done before foreclosures are finalized. The homeowner simply loses their home, or refinances. Both actions hide the fraud perpetrated by illegal foreclosures. This is one way that mortgages are illegally reclassified as sub-prime. In the case of this Petitioner, it appears that the mortgage administrator cashed payments without recording them. Such nationwide fraud is a likely contributor to our country's foreclosure crisis

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<sup>21</sup> See U.S. Court of Appeals, Third District filing on Oct. 30, 2019  
[http://finfix.org/USAppealsCt/Case\\_19-1032\\_Petition-for-Hearing\\_10-30-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_Petition-for-Hearing_10-30-19.pdf)

<sup>22</sup> See Appeal filed with NJ Superior Court in June 2019  
[http://finfix.org/NJSuperior\\_2019/Case-Docket\\_F-00839-13\\_FILING-NJ-Superior-Court\\_6-21-19.pdf](http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf)

along with improperly rated MBSs and other CDOs<sup>23</sup> that underlie subprime mortgages. This is a variant of what some in the financial services industry call “Fool’s Folly”. ([PROVERBS](#) 26:4). The Petitioner will use her Flow of Financing diagram (Appendix E p. 338 – 350)) to explain how the collective actions of the defendants inflicted damages on investors, borrowers and others throughout the flow of financing.

It would have been much easier and far less expensive if this Petitioner had just paid the illegal \$169,492.34. Her personal and business credit would not have been wiped out, her firm’s Federal contracts would not have been cancelled, her Federal security clearances would have been approved, which would have affirmed her Federal job offer and task orders for her company. Her forty year plan would have paid off quite handsomely. Paying the defrauded amount was not a major expense at that time<sup>24</sup>.

This massive fraud may not have been brought to light if this Petitioner had taken the easy way out. But her conscious and responsibility as a citizen prevented her from

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<sup>23</sup> MBS – mortgage backed security; CDO – collateralized debt obligation. For definitions see <https://www.thirdway.org/memo/your-cheat-sheet-for-the-big-short#:~:targetText=A%20CDO%20is%20a%20sort,loans%20to%20credit%20card%20loans.>

<sup>24</sup> This Petitioner was a successful business owner with lucrative Federal contracts and Enterprise Corporate clients.

doing that<sup>25</sup>. She believes in choosing the harder right than the easier wrong. She knows that those who suffer the most are poor and middle class Americans who work hard most of their lives to buy their homes. The Petitioner's research suggest that many of these illegally gained profits were moved offshore. This Petitioner could not let that continue. She prays that the U.S. Supreme Court takes the next step towards putting a stop to this fraud by granting her constitutional right to a trial in front of a jury of her peers.

1. The fraud perpetuated in this case is quintessentially national in character.

2. This case is an especially good vehicle for bringing national fraud to light and, thus, accelerating the steps to stop fraud.

3. The global effects<sup>26</sup> of financial fraud can be mitigated after acts in this case are brought to light.

The Defendants' well evidenced acts beg a question. Is the Defendants' reign of fraud against this Petitioner payback for her providing Federal authorities evidence that

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<sup>25</sup> See U.S. Court of Appeals, Third District filing on Oct. 30, 2019 [http://finfix.org/USAppealsCt/Case\\_19-1032\\_Petition-for-Hearing\\_10-30-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_Petition-for-Hearing_10-30-19.pdf)

<sup>26</sup> The United States plays a critical role in the global economy. Improper financial acts in our country have attracted criticism from leaders for decades. See. Yeoh, P. (2010). Causes of the global financial crisis: Learning from the competing insights. *International Journal of Disclosure and Governance*, 7(1), 42-69. doi:<http://dx.doi.org.libproxy.temple.edu/10.1057/jdg.2009.18> (p 57-58)

precipitated fines against HSBC, Goldman Sachs and Ocwen? Or, are their actions merely depraved indifference?

Sanctions, disbarment, firing or paying record breaking fines are not sufficient penalties for crimes that *fly in the face* of our Nation's laws. The United States should follow the example of **Iceland by imprisoning top bankers**<sup>27</sup>. Iceland's bankers reported crimes had less impact than the crimes alleged against people and entities identified in this case.

Record breaking fines have not deterred these Defendants. Decisions against these Defendants and others imposed heavy penalties, yet financial crimes by these firms continue. Ocwen paid \$2.1B for "Ocwen's systemic misconduct at every stage of the mortgage servicing process"<sup>28</sup> while at the same time this firm was forging ahead with an illegal foreclosure against this Petitioner! Goldman Sachs paid \$5.1B for mortgage fraud<sup>29</sup> in 2016 but did not

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<sup>27</sup> "If Iceland Can Jail Bankers for the Crash Then Why Can't America?", Tim Worstall, Forbes magazine, Oct. 24, 2015, Forbes.com, <https://www.forbes.com/sites/timworstall/2015/10/24/if-iceland-can-jail-bankers-for-the-crash-then-why-cant-america/#ded52452b30c>

<sup>28</sup> Consumer Protection Financial Bureau Press Release Dec. 13, 2013. <https://www.consumerfinance.gov/about-us/newsroom/cfpb-state-authorities-order-ocwen-to-provide-2-billion-in-relief-to-homeowners-for-servicing-wrongs/>

<sup>29</sup> See DOJ April 11, 2016 Press Release <https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed> that states "conduct in the packaging, securitization, marketing, sale and issuance of residential

stop! HSBC paid \$491M but did not stop! These fines are about 0.3389% and 0.0017% of their assets, respectively. Remember, these figures do not include off-balance sheet transactions which probably reduce these percentages further. The fines are laughable to banks with billions of dollars in assets. Obviously the penalties did not alter their actions. The reason – the gains far exceed the penalties, so the penalties are a negligible cost of doing business. These fines are not even a slap on the wrist. HSBC carries mortgages on its balance sheet after hijacking billions in US assets. Goldman Sachs was in a position to stop or limit Litton Loan's impact, but they accelerated damages imposed. Again, fines have not stopped these Defendants. Without imprisonment the financial penalties are woefully insufficient.

This case is a prime example of why SCOTUS Rule 28.8 defies our nation's constitution. Rule 28.8 prevents citizens from protecting the laws of our country. It is clear that the lower courts do not want the damaging evidence in this case to come to light within our legal system. This Petitioner prays that the U.S. Supreme Court will display



the integrity and voracity of our nation's legal system by granting this Petitioner's Writ of Certiorari.

To deny this writ is not only a denial of this Petitioner's constitutional rights, it also discourages others who want to demonstrate basic responsibilities of citizenship. "It Shouldn't Be This Hard to Service Your County"<sup>30, 31</sup> Millions of our ancestors fought and died for our right to life, liberty and the pursuit of happiness<sup>32</sup>. This is one of the unalienable rights in the U.S. Declaration of Independence which led the way to our U.S. Constitution [11 years later](#). 232 years later and forevermore, we must honor their sacrifices by protecting these rights. To do so, my case must be heard in open court in front of a jury of my peers.

The repeal of the Glass Steagall Act, limitations of the Dodd Frank Act, and lack of fairness and decency have allowed these Defendants and others to commit crimes that have gone unchecked for decades. The result has widened the wealth gap, shrunk our middle class and escalated

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<sup>30</sup> Title of Book released October 22, 2019, "It Shouldn't Be This Hard to Serve Your Country", authored by former Veterans Affairs Secretary David Shulkin. See <https://www.publicaffairsbooks.com/titles/david-shulkin/it-shouldnt-bethis-hard-to-serve-your-country/9781541762640>

<sup>31</sup> United States Court of Appeals, Third Circuit, Case No. 19-1032 Filing on October 31, 2019. [http://finfix.org/USAppealsCt/Case\\_19-1032\\_Petition-for-Hearing\\_10-30-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_Petition-for-Hearing_10-30-19.pdf)

<sup>32</sup> U.S. Declaration of Independence, in Congress, July 4, 1776.. <https://www.archives.gov/founding-docs/declaration-transcript>

turmoil of all types in our country and abroad. Financial crimes violate our right to “life, liberty and the pursuit of happiness”<sup>33</sup>. Exposing the facts in my case is just one step towards achieving economic parity. By granting my constitutional rights to a speedy trial and a trial in front of a jury of my peers, the Court allows another step to be taken towards deterring fraud by shining lights on the Defendants’ bad acts. To deny my right to a trial, is to deny rights for which millions of our ancestors have fought and died.

### CONCLUSION

For the reasons set forth above, this Court should grant the petition for certiorari.

Respectfully submitted,

Veronica Williams

*Pro Se Petitioner*

541 Scotland Road

South Orange, NJ 07079

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<sup>33</sup> Ibid.

## APPENDIX A

Opinion of the United States Court of Appeals for the Third Circuit, *In Veronica A. Williams v. Litton Loan, HSBC, Goldman Sachs, et. al.*, No. 19-1032 (October 8, 2019).....Page 35

The opinion by the United States District Court of New Jersey is marked “**Not For Publication**”. The opinion is filing # 116 in Case 2:16-cv-5301.....Page 41

Response to USDCNJ Opinion, *In Veronica A. Williams, Litton Loan Servicing, HSBC Bank, Goldman Sachs, et. al.* No. 16-5301 (ES) (JAD)(April 2, 2019)..... Page 71

Court copies of documents filed.

To View original copy of Response to USDCNJ Option Document Filed

[http://www.finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://www.finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

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ALD-247

**NOT PRECEDENTIAL**

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

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No. 19-1032

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VERONICA A. WILLIAMS,  
Appellant

v.

LITTON LOAN SERVICES; HSBC BANK USA NA;  
GOLDMAN SACHS GROUP;  
FREMONT HOME LOAN TRUST 2006-C  
MORTGAGE BACKED CERTIFICATES SERIES 2006-C;  
OCWEN; STERN & EISENBURG PC LLC;  
OCWEN FINANCIAL CORPORATION; STATE OF NEW JERSEY

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On Appeal from the United States District Court  
for the District of New Jersey  
(D.N.J. No. 2-16-cv-05301)  
District Judge: Honorable Esther Salas

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Submitted for Possible Dismissal Pursuant to 28 U.S.C. § 1915(e)(2)(B) or  
Summary Action Pursuant to Third Circuit L.A.R. 27.4 and I.O.P. 10.6  
August 1, 2019

Before: McKEE, SHWARTZ, and BIBAS, Circuit Judges

(Opinion filed: October 8, 2019)

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OPINION\*

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PER CURIAM

Appellant Veronica Williams appeals from the District Court’s dismissal of her complaint against Litton Loan Servicing (“Litton”); HSBC Bank USA, N.A. (“HSBC”); Goldman Sachs; Fremont Home Loan Trust 2006-C Mortgage Backed Certificates Series 2006-C (“Fremont”); Ocwen Loan Servicing (“Ocwen”); Ocwen Financial Corp.; and Stern & Eisenberg, PC, LLC. Because we find that the appeal does not present a substantial question, we will summarily affirm. See 3d Cir. L.A.R. 27.4; 3d Cir. I.O.P. 10.6.

I.

This matter has a complicated procedural history which is familiar to all parties on appeal, so we need not fully recite it here. In summary, Williams alleges in her complaint that, in 2006, she refinanced a mortgage with Fremont on a New Jersey property that she purchased in 1983. In 2009, she applied for a loan modification with Litton, which was allegedly owned by Goldman Sachs and was then servicer of the loan.<sup>1</sup> She claims that she defaulted on her mortgage at the advice of Litton, and that she was promised the loan would be modified. Litton made loan modification contingent upon Williams’s compliance with

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\* This disposition is not an opinion of the full Court and pursuant to I.O.P. 5.7 does not constitute binding precedent.

<sup>1</sup> The parties dispute whether Goldman Sachs or Goldman Sachs Mortgage Company is the proper name for the defendant. Like the District Court, we will assume that the defendant was properly named in the complaint.

the terms of a “Loan Workout Plan,” which required that she make three timely mortgage payments and provide sufficient proof of income. Williams executed the plan but failed to comply with its terms. Litton served Williams with foreclosure papers, but subsequently agreed to delay foreclosure. Williams was offered a “Revised Loan Workout Plan” pursuant to which she allegedly made arrears payments which were accepted by Litton. In December 2009, foreclosure proceedings were commenced. Litton proposed a second revised loan workout plan in March 2010, but Williams did not execute it and stopped making loan payments; the loan was never modified. HSBC instituted a foreclosure action against Williams; the Superior Court of Essex County, Chancery Division, granted summary judgment to HSBC in February 2014, and final judgment was entered in October 2014.

In 2013, Williams filed a complaint in the Superior Court of New Jersey, Law Division (“state-court action”), against the same defendants named in this action, with the exception of Ocwen Financial Corporation. The complaint alleged four causes of action: violation of the Federal Debt Consumer Protection Act (FDCPA), 15 U.S.C. § 1692 et seq. (count I); violation of the New Jersey Consumer Fraud Act (NJCFA), N.J. Stat. Ann. § 56:8-1 et seq. (count II); breach of contract (count III); and intentional infliction of emotional distress (count IV). Williams alleged that Litton breached the Loan Workout Plan and prevented her from obtaining a loan modification, causing her significant professional and personal losses. The Superior Court granted summary judgment in favor of defendants on all counts, except counts II and III against Litton. Williams was granted leave to amend the complaint against Litton; after she failed to take action, the complaint was dismissed

without prejudice for failure to prosecute in June 2016. No further action was taken in the Superior Court, and the matter was closed.<sup>2</sup>

In August 2016, Williams filed the instant complaint in the District Court alleging the same four claims set forth in her state court complaint as well as claims for deliberate indifference and defamation. Williams also added as a defendant Ocwen Financial Corporation. The District Court determined that all of the claims were barred by res judicata against all defendants, except counts II and III against Litton, which the Court concluded were time barred. The complaint was dismissed with prejudice, and this appeal ensued.

## II.

We have jurisdiction under 28 U.S.C. § 1291. We exercise plenary review over a district court's grant of a motion to dismiss based on Federal Rule of Civil Procedure 12(b)(6). In re Schering Plough Corp. Intron/Temodar Consumer Class Action, 678 F.3d 235, 243 (3d Cir. 2012).

State court decisions are given “the same preclusive effect in federal court they would be given in the courts of the rendering state.” Del. River Port Auth. v. Fraternal Order of Police, Penn-Jersey Lodge 30, 290 F.3d 567, 573 (3d Cir. 2002). Accordingly, we look to the preclusion law of New Jersey—the “entire controversy doctrine”—in determining whether this federal suit is barred. Rycoline Prods., Inc. v. C & W Unlimited, 109 F.3d 883, 887 (3d Cir. 1997); see Long v. Lewis, 723 A.2d 1238, 1243 (N.J. Super. Ct. App.

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<sup>2</sup> The District Court noted that Williams sought to appeal the dismissal to the New Jersey Superior Court, but the appeal was dismissed as procedurally deficient in March 2017. Williams did not seek to correct the deficiency.

Div. 1999) (“The claim preclusion aspect of the entire controversy doctrine is essentially res judicata by another name.”).

The entire controversy doctrine requires a party to bring all related claims in a single action “against a particular adversary or be precluded from bringing a second action based on the omitted claims against that party.” In re Mullarkey, 536 F.3d 215, 229 (3d Cir. 2008) (quoting Melikian v. Corradetti, 791 F.2d 274, 279 (3d Cir. 1986)). The doctrine applies when (1) the judgment in the first action is valid, final, and on the merits; (2) there is identity of the parties, or the parties in the second action are in privity with those in the first action; and (3) the claim in the later action grows out of the same transaction or occurrence as the claim in the first action. See Watkins v. Resorts Int’l Hotel & Casino, Inc., 591 A.2d 592, 599 (N.J. 1991). A review of Williams’s complaint makes clear that most of the claims are barred by this doctrine.

The parties in this matter are identical to those in the state-court action, with the exception of Ocwen Financial Group, which, as the parent of Ocwen, is in sufficient privity with it to invoke the entire controversy doctrine. See Lubrizol Corp. v. Exxon Corp., 929 F.2d 960, 966 (3d Cir. 1991). And, as the District Court explained, the claims are substantially the same, save for the added claims of deliberate indifference and defamation. We agree with the District Court that, even assuming the claim for deliberate difference is cognizable,<sup>3</sup> it arises out of the same factual circumstances that give rise to the claim for

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<sup>3</sup> The District Court observed that, as alleged, “no such cause of action exists under either New Jersey or federal law.” Williams v. Litton Loan Servicing, No. 2:16-cv-05301-ES-JAD, 2018 WL 6600097, at \*4 n.8 (D.N.J. Dec. 17, 2018). The District Court liberally construed the complaint to state a claim under 42 U.S.C. § 1983. But because none of the



intentional infliction of emotional distress (count IV), and indeed includes almost all of the same factual allegations. Similarly, the defamation claim could have been raised in the state-court action, as it stems from the same conduct as count IV. Finally, with the exception of the two claims discussed below, all of the claims against all of the defendants were finally adjudicated by the state court. Accordingly, these claims are barred by the entire controversy doctrine and were therefore properly dismissed for failure to state a claim pursuant to Rule 12(b)(6).

As the District Court concluded, the NJCFA and breach of contract claims (counts II and III) against Litton were not final for purposes of claim preclusion because they were dismissed by the state court without prejudice. O'Loughlin v. Nat'l Cmty. Bank, 770 A.2d 1185, 1192 (N.J. Super. Ct. App. Div. 2001) ("It is elementary that a dismissal without prejudice adjudicates nothing and does not constitute a bar to re-institution of the action, subject to the constraint imposed by the statute of limitations."). They are therefore not precluded by the entire controversy doctrine. For the same reason, the claims are not barred by collateral estoppel. See Tarus v. Borough of Pine Hill, 916 A.2d 1036, 1050 (N.J. 2007) ("Collateral estoppel . . . 'bars relitigation of any issue which was actually determined in a prior action . . .'" (emphasis omitted) (quoting Sacharow v. Sacharow, 826 A.2d 710, 719 (N.J. 2003))). Nevertheless, we agree with the District Court that these claims are subject to dismissal as time barred.

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defendants are alleged to have acted under color of state law, we see no basis for § 1983 liability. See West v. Atkins, 487 U.S. 42, 48 (1988).

Both counts II and III are governed by a six-year statute of limitations. See N.J. Stat. Ann. § 2A:14-1; see also Custom Commc'ns Eng'g, Inc. v. E.F. Johnson Co., 636 A.2d 80, 86 (N.J. Super. Ct. App. Div. 1993). The limitations period, however, does not begin to run until the cause of action has accrued. See Baird v. Am. Med. Optics, 713 A.2d 1019, 1025 (N.J. 1998); Lopez v. Swyer, 300 A.2d 563, 565 (N.J. 1973). Under New Jersey law, a cause of action accrues when a plaintiff “discovers, or by an exercise of reasonable diligence and intelligence should have discovered that [s]he may have a basis for an actionable claim.” Baird, 713 A.2d at 1025 (quoting Lopez, 300 A.2d at 565). Williams’s allegations of fraud and breach of contract against Litton relate to its actions with respect to her loan modification application and arrears payments, which primarily occurred in 2009 and, at the latest, in March 2010. The latest actionable loss attributable to those actions accrued in May 2010, when Williams allegedly lost a professional contract as a result of her failure to obtain a loan modification.<sup>4</sup> Accordingly, the complaint, filed in August 2016, was filed beyond the statute of limitations. These claims were therefore properly dismissed.

Based on the foregoing, we will summarily affirm the District Court’s judgment.<sup>5</sup>

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<sup>4</sup> Although Williams cites the prosecution of the foreclosure action as a breach of the contract, HSBC is the sole plaintiff in the foreclosure proceeding against Williams. We note that Ocwen acquired Litton in September 2011, and Litton stopped servicing the loan on November 1, 2011.

<sup>5</sup> Appellant’s “Request [for a] Jury Trial” is denied.

**Not for Publication**

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

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**VERONICA A. WILLIAMS,**

**Plaintiff,**

**v.**

**LITTON LOAN SERVICING, et al.,**

**Defendants.**

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**Civil Action No. 16-5301 (ES) (JAD)**

**OPINION**

**SALAS, DISTRICT JUDGE**

This matter comes before the Court with an extensive history. *Pro se* Plaintiff Veronica A. Williams (“Plaintiff”) alleges that Defendants Litton Loan Servicing (“Litton”), HSBC Bank USA, N.A. (“HSBC”), Goldman Sachs,<sup>1</sup> Fremont Home Loan Trust 2006-C Mortgage-backed Certificates, Series 2006- C (“Fremont”), Ocwen Loan Servicing (“Ocwen”), Ocwen Financial Corp., and Stern & Eisenberg, PC, LLC (“Stern & Eisenberg”) (collectively, “Defendants”), wrongfully attempted to collect a debt following an alleged wrongful foreclosure in New Jersey State Court. Plaintiff previously brought her grievances to New Jersey Superior Court, Essex County, Law Division, but her claims were dismissed. On August 25, 2016, Plaintiff filed this matter based on the same operative facts and alleging substantially similar, if not identical, claims. Defendants moved to dismiss Plaintiff’s Complaint asserting jurisdictional challenges under

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<sup>1</sup> Defendants’ Counsel asserts that no legal entity named Goldman Sachs exists and assumes for the basis of its response, that Plaintiff intended to name Goldman Sachs Mortgage Company. (*See* D.E. No. 15-1 at 1, n. 1). However, Plaintiff contests this fact, and insists that the selection of Goldman Sachs as a defendant was intentional because she is referring to “Goldman Sachs Group, commonly known as Goldman Sachs . . . .” (*See* D.E. No. 51 at 5, 7; *see also* D.E. No. 80 at 2-3). The Court will assume for purposes of the present motions that Goldman Sachs is the correct defendant named in Plaintiff’s Complaint.

Federal Rule of Civil Procedure 12(b)(1) and alternatively, for failure to state a claim under 12(b)(6).<sup>2</sup> Plaintiff also filed a motion for interlocutory injunction and a motion to amend the Complaint by adding a count.

Having considered the parties' submissions, the Court decides this matter and all pending motions without oral argument. *See* Fed. R. Civ. P. 78(b). For the reasons that follow, the Court GRANTS Defendants' motions and dismisses Plaintiff's claims *with prejudice*, and DENIES Plaintiff's motions.

## **I. BACKGROUND<sup>3</sup>**

### **A. Factual Allegations**

Plaintiff has owned a property located in South Orange, New Jersey (the "Property") since August 1983. (D.E. No. 1 Complaint ("Compl."), ¶ 1). Around March 2006, Plaintiff refinanced the Property with Fremont, of which HSBC Bank is the Trustee, to remove Litton as the servicer for her mortgage. (*Id.* ¶ 3). However, in 2008 Litton again began servicing Plaintiff's loan, this time under the ownership of Goldman Sachs. (*Id.* ¶¶ 3, 6 & 7). In early 2009, Plaintiff sought a loan modification with Litton. (*Id.* ¶ 14). Plaintiff's claims largely center around Defendants'

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<sup>2</sup> Defendants Litton, HSBC, Goldman Sachs, Fremont, Ocwen, and Ocwen Financial Corp. filed a joint motion. (*See* D.E. No. 15-1). Defendant Stern & Eisenberg filed its own motion to dismiss. (D.E. No. 29). Stern & Eisenberg's motion substantially tracks the same arguments as the other Defendants' motion, with few exceptions. For ease of reference, this Court will refer to Docket Entry No. 15-1 as "Defendants' Motion to Dismiss" (cited as "Defs.' Mot. to Dismiss") and any arguments raised solely in Docket Entry No. 29 will be identified as such under "Stern & Eisenberg's Mot. to Dismiss."

<sup>3</sup> The Court notes that many of the documents from the state-court proceedings, along with discovery materials, were attached to an electronic server and referenced in Plaintiff's Complaint. (*See* Compl., Exhibit A; D.E. No. 2 Exhibits to Complaint ("Compl. Exs.")). However, for ease of reference, the Court will cite to the corresponding documents in Defendants' Motion to Dismiss, which are available on the Court's electronic filing system. (*See* D.E. No. 15-2 ("Defs.' Ex.")). Because these documents were attached to, referred in, and are otherwise integral to the Complaint, the Court properly considers them. *See Buck v. Hampton Twp. Sch. Dist.*, 452 F.3d 256, 260 (3d Cir. 2006) ("In evaluating a motion to dismiss, we may consider documents that are attached to or submitted with the complaint, and any matters incorporated by reference or integral to the claim, items subject to judicial notice, matters of public record, orders, and items appearing in the record of the case.") (citations and internal quotation marks omitted).

forthcoming promises and affirmations, in particular Litton's, regarding said loan modification.

Plaintiff alleges that Litton instructed her to default on her mortgage payments as the first step to receiving a favorable modification. (*Id.* ¶ 16). By correspondence dated May 28, 2009, Litton offered Plaintiff a "Loan Workout Plan" contingent on Plaintiff applying for a permanent loan modification, submitting proper documentation, and making three trial payments of \$3,054.83 on or before July 1, 2009, August 1, 2009, and September 1, 2009. (*Id.* ¶ 18). Plaintiff made timely payments for the first two months, but neglected to fulfill the third required payment under the agreement until September 11, 2009. (*Id.* ¶¶ 21 & 26). By this time, however, Litton had already served Plaintiff with foreclosure papers, but agreed to delay the foreclosure.<sup>4</sup> (*Id.* ¶¶ 22 & 27).

In November 2009, Plaintiff received and fully executed a second "Revised Loan Workout Plan." (*Id.* ¶¶ 28-29). Plaintiff contends that throughout this period, Defendant Litton continued to promise that Plaintiff could be eligible for a modification. (*See generally id.*). Then in December 2009, Defendant Litton "inexplicably failed to recognize [all of Plaintiff's] arrears payments" and "secured a foreclosure." (*Id.* ¶¶ 30, 33). Plaintiff further alleges that Defendant Litton accepted at least two of Plaintiff's payments after the foreclosure action. (*Id.* ¶ 32).

In January 2010, Plaintiff once again asked for another modification, and Defendant Litton sent a revised loan workout plan on March 16, 2010. (*Id.* ¶¶ 34 & 37).<sup>5</sup> However, Plaintiff "did

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<sup>4</sup> The basis for the initial service of foreclosure papers is missing from Plaintiff's Complaint. However, according to the February 9, 2016, order and opinion on the state-court action (to which Plaintiff's Complaint refers), Judge Stephanie Mitterhoff ("Judge Mitterhoff") found that Litton sent Plaintiff a letter on August 14, 2009, informing Plaintiff that Litton would not offer a modification under the first "loan workout plan" because Litton did not receive all of the requested financial documents. (*See Defs.' Ex. E*, at 6).

<sup>5</sup> Judge Mitterhoff's opinion in the state-court action (discussed below) indicates that Litton had advised Plaintiff in January 2010 that she would likely be denied a modification because her income was too high. (*See Defs.' Ex. E*, at 3). Likewise, in March 2010, Litton denied the modification because of Plaintiff's failure to recognize the third workout agreement. (*Id.*).

not sign the modification agreement and stopped making monthly payments” because Defendant Litton had “mislead [sic] her to believe they would grant her a modification,” the foreclosure prevented her from keeping tenants, and “she knew that she was going to lose her job offer from Homeland Security. . . .” (*Id.* ¶ 38). Plaintiff alleges that in May 2010, as a result of Defendant’s conduct, FEMA and “Homeland Security withdrew their [job] offer . . . and she lost her GSA<sup>6</sup> contract because she did not pass the security clearance.” (*Id.* ¶¶ 39 & 51-52). She further alleges that Litton’s conduct caused the destruction of her business. (*Id.* ¶ 44).

In January 2013, HSBC filed a new foreclosure action for the Property. (*Id.* ¶ 45). On February 6, 2014, HSBC obtained summary judgment and final judgment in the foreclosure action before the Essex County Superior Court, Chancery Division, Docket No. F-839-13 (the “Foreclosure Order”). (Defs.’ Ex. J).

## **B. The State-Court Action**

On June 12, 2013, Plaintiff filed a complaint in the Superior Court of New Jersey against the same defendants in this action, except Ocwen Financial Corp. (the parent company for Ocwen). (*See* Defs.’ Ex. B (“State Court Complaint”); Defs.’ Mot. to Dismiss at 2). In the State Court Complaint, Plaintiff asserted four claims against Defendants: Count I - violation of the Fair Debt Collection Practices Act (“FDCPA”), Count II - violation of the New Jersey Consumer Fraud Act (“NJCFA”), Count III - breach of contract, and Count IV - intentional infliction of emotional distress (“IIED”). (*Id.*). Plaintiff lodged these complaints against all defendants collectively, alleging that they “jointly engaged in a series of actions.” (*See, e.g., id.* ¶ 81). Stern & Eisenberg was brought into the litigation because of its representation of HSBC and Fremont in the second

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<sup>6</sup> Although Plaintiff does not define this term, the Court assumes she means General Services Administration, which is the government agency that among other things, manages federal real estate. Plaintiff asserts she “owns a firm that once held GSA Schedules.” (Compl. ¶ 3).

effort to “wrongfully foreclose on Plaintiff’s home and wrongfully collect a debt.” (*Id.* ¶ 9).

After discovery, Defendants filed for summary judgment on all four claims. (Defs.’ Mot. to Dismiss at 3). On January 23, 2015, Judge Mitterhoff for the Superior Court of New Jersey, Essex County Law Division, entered an order granting summary judgment in favor of Defendants on Counts I and IV, and denying summary judgment on Counts II and III. (Defs.’ Ex. C). On reconsideration, Judge Mitterhoff dismissed Counts II and III against all Defendants, except for Litton. (Defs.’ Ex. E). Thus, Litton was the only remaining defendant in the case.

In a subsequent order, Judge Mitterhoff granted Plaintiff partial leave to amend her allegations supporting Counts II and III against Litton. (Defs.’ Ex. F (“Denial Order”) at 1). In particular, the court ordered that “Plaintiff is permitted to amend to include the following causes of action against Litton only: common law fraud, negligent misrepresentation, bad faith and tortious interference with [a] contract.” (*Id.*). However, the court explicitly stated that “no new causes of action may be brought against any other Defendant, as the Court has dismissed all parties, except for Litton, from this case.” (*Id.*).

On April 27, 2016, Plaintiff filed a motion to appeal the Denial Order with the Appellate Division of the Superior Court of New Jersey. (*See* Defs.’ Mot. to Dismiss at 4). By order dated June 13, 2016, the Appellate Division denied the motion and dismissed the appeal as interlocutory. (Defs.’ Ex. G). Because Plaintiff failed to take further action on Counts II and III against Litton, the Superior Court of New Jersey dismissed Plaintiff’s State Court Complaint for lack of prosecution on June 14, 2016. (Defs.’ Ex. H). The dismissal notice expressly stated that dismissal was “without prejudice” and that “judgments previously entered in this case are not affected by this [dismissal] order.” (*Id.*). Plaintiff then attempted to file a notice of appeal of her Denial Order

to the Supreme Court of New Jersey, but it appears that the papers were not delivered.<sup>7</sup> It remains unclear when exactly the appeal was docketed, but on April 17, 2017, Plaintiff advised this Court that the Supreme Court of New Jersey had denied her appeal on March 15, 2017, because of procedural deficiencies, but permitted Plaintiff to re-file. (D.E. No. 39 at 3). To date, it appears that Plaintiff has not taken any additional actions in state court.

### C. The Current Action

On August 25, 2016, Plaintiff initiated the instant matter. Plaintiff's Complaint alleges the same four claims alleged in the State Court Complaint: Count I - violation of the FDCPA; Count II - violation of the NJCFA; Count III - breach of contract; Count IV - IIED. (*See generally* Compl.). Plaintiff also added two more counts: Count V - "deliberate indifference"<sup>8</sup> against all Defendants, and Count VI - defamation of character only against Stern & Eisenberg. (*Id.*)<sup>9</sup> Indeed, she alleges almost all of the same facts alleged in the State Court Complaint. (*Compare* Compl., *with* State Court Complaint). And Plaintiff explicitly incorporates by reference those factual allegations as to all counts, except Count VI, in the instant Complaint. (*See* Compl. ¶¶ 53, 59, 67, 77 & 84).

Defendants moved to dismiss Plaintiff's Complaint asserting jurisdictional challenges

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<sup>7</sup> It appears that Plaintiff mailed her appeal on July 5, 2016, via certified mail. (*See* Compl. Exs. Enclosure 4). However, as of August 16, 2016, the Supreme Court of New Jersey had not received the submission. (*See id.*, Enclosure 3). Plaintiff makes no allegations and the record is silent as to whether the appeal was properly filed. Further, Defendants indicate that as of December 20, 2016, no docketing order had been issued by the Supreme Court of New Jersey. (Defs. Mot. to Dismiss at 4). On April 13, 2017, Plaintiff notified this Court that she had "re-filed the appeal with the New Jersey Supreme Court" and was "waiting for a letter the clerk's office . . . promised to send via US Mail," but she did not state when she filed the appeal. (D.E. No. 38 at 2).

<sup>8</sup> Though no such cause of action exists under either New Jersey or federal law, the Court will liberally construe it in light of Plaintiff's *pro se* status. The Court will infer that Plaintiff intended to bring a *Monell* claim, based on the deliberate indifference standard. *See* 42 USC § 1983; *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658 (1978).

<sup>9</sup> The Court notes that even with the addition of two claims, Plaintiff Complaint is largely a mirror copy of her State Court Complaint, and adopts identical language in most of the factual and legal allegations. (*Compare* Compl., *with* State Court Complaint).



under Federal Rule of Civil Procedure 12(b)(1) and alternatively, dismissal for failure to state a claim under 12(b)(6). (Defs.’ Mot. to Dismiss; Stern & Eisenberg’s Mot. to Dismiss).

On June 5, 2017, however, Plaintiff notified Defendants and the Court that she “need[ed] a delay of these proceedings to be accepted by the Defendants and approved by the Court” in light of her impending “major surgery” and “deteriorating physical condition.” (D.E. No. 55 at 1). In light of Plaintiff’s request, the Court administratively stayed and closed this matter on July 10, 2017, but gave the parties the right to move to re-open the case. (*See* D.E. No. 65).

On December 12, 2017, Plaintiff filed a “Motion for Interlocutory Injunction & Response to NJ Supreme Court Citing Problems.” (*See* D.E. No. 69 (“Second Motion for Interlocutory Injunction”)).<sup>10</sup> Specifically, Plaintiff requests that the Court “issue an interlocutory injunction” to “prevent the [D]efendants and the State of New Jersey from moving forward with the theft of [her] home.” (*Id.* at 1). On December 14, 2017, Defendants Litton, HSBC, Fremont, Goldman Sachs, Ocwen, and Ocwen Financial Corp. submitted a letter seeking clarification on the terminated status of this matter. (*See* D.E. No. 70 at 2). In light of Plaintiff’s *pro se* status, the Court construed Plaintiff’s motion as a motion to reopen this matter for good cause. (D.E. No. 71 at 2). Following this Court’s order, Plaintiff filed a motion to amend her Complaint to add a count of “false inducement to inaction” and a motion in support thereof (D.E. Nos. 78 & 85 (together “Plaintiff’s Motion to Amend”)), curing some of the deficiencies identified in Defendants’ oppositions to the amended complaint (D.E. Nos. 82 & 83).

On July 24, 2018, Plaintiff filed a letter updating the Court on her health status, indicating that she was “very hopeful that [she] will be healthy enough to proceed after Labor Day.” (D.E.

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<sup>10</sup> The Court denied Plaintiff’s first motion for interlocutory injunction (D.E. No. 44) in an Order dated June 19, 2017, because 28 U.S.C. § 2283 (the “Anti-Injunction Act”) expressly barred Plaintiff’s request (*see* D.E. No. 59 at 3).

No. 105). The Court again administratively stayed the case until September 30, 2018. (D.E. No. 106). Plaintiff filed another letter on September 26, 2018 indicating, among other things, that she had “received medical approval to proceed to trial” (D.E. No. 109), which the Court construes as a motion to reopen the proceedings.<sup>11</sup>

The Court will now decide the pending motions. While the majority of this Opinion addresses the threshold issues raised in Defendants’ motions to dismiss, Plaintiff’s other pending motions will also be addressed.

## II. STANDARDS OF REVIEW

### A. Lack of Subject-Matter Jurisdiction Under Rule 12(b)(1)

The Court can adjudicate a dispute only if it has subject-matter jurisdiction to hear the asserted claims. *Bender v. Plaintiffport Area Sch. Dist.*, 475 U.S. 534, 541 (1986) (noting federal courts “have only the power that is authorized by Article III of the Constitution and the statutes enacted by Congress pursuant thereto”). “Rule 12(b)(1) governs jurisdictional challenges to a complaint.” *Otto v. Wells Fargo Bank, N.A.*, 15-8240, 2016 WL 8677313, at \*2 (D.N.J. July 15, 2016), *aff’d*, 693 Fed. App’x. 161 (3d Cir. 2017). In deciding a 12(b)(1) motion, “a court must first determine whether the party presents a facial or factual attack because the distinction determines how the pleading is reviewed.” *Leadbeater v. JPMorgan Chase, N.A.*, No. 16-7655, 2017 WL 4790384, at \*3 (D.N.J. Oct. 24, 2017). “When a party moves to dismiss prior to answering the complaint, as is the case here, the motion is generally considered a facial attack” which “contests the sufficiency of the complaint because of a defect on its face.” *Id.* (citations and internal quotation marks omitted). In reviewing a facial attack, the court should consider only the

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<sup>11</sup> Plaintiff has since filed various letters providing the Court with a “Trial Sequence and Index,” a list of witnesses and evidence, as well as providing dates Plaintiff is unavailable due to other engagements. (See D.E. Nos. 110–115). These submissions do not change the Court’s analysis for purposes of resolving the present motions.

allegations in the complaint, along with documents referenced therein, in the light most favorable to the nonmoving party. *See Constitution Party of Pennsylvania v. Aichele*, 757 F.3d 347, 358 (3d Cir. 2014). Thus, the motion is handled much like a 12(b)(6) motion, and allegations in the complaint should be accepted as true. *Leadbeater*, 2017 WL 4790384, at \*3.

**B. Failure to State a Claim Under Rule 12(b)(6)**

“To survive a motion to dismiss, a complaint must contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)).

In assessing a Federal Rule of Civil Procedure 12(b)(6) motion, “all allegations in the complaint must be accepted as true, and the plaintiff must be given the benefit of every favorable inference drawn therefrom.” *Malleus v. George*, 641 F.3d 560, 563 (3d Cir. 2011). But a reviewing court does not accept as true the complaint’s legal conclusions. *See Iqbal*, 556 U.S. at 678 (“[T]he tenet that a court must accept as true all the allegations contained in a complaint is inapplicable to legal conclusions.”).

“[A] court must consider only the complaint, exhibits attached to the complaint, matters of the public record, as well as undisputedly authentic documents if the complainant’s claims are based upon these documents.” *Mayer v. Belichick*, 605 F.3d 223, 230 (3d Cir. 2010); *see also Buck*, 452 F.3d at 260 (“In evaluating a motion to dismiss, we may consider documents that are attached to or submitted with the complaint, and any matters incorporated by reference or integral to the claim, items subject to judicial notice, matters of public record, orders, and items appearing in the record of the case.”) (citations and internal quotation marks omitted). Further, “[a] document filed *pro se* is to be liberally construed . . . and a *pro se* complaint, however inartfully pleaded,

must be held to less stringent standards than formal pleadings drafted by lawyers.” *Erickson*, 551 U.S. at 94 (citations and internal quotation marks omitted).

### III. DISCUSSION

#### A. *Rooker-Feldman* Doctrine

Defendants first move, pursuant to Federal Rule of Civil Procedure 12(b)(1), to dismiss the Complaint for lack of subject-matter jurisdiction under the *Rooker-Feldman* doctrine. (Defs.’ Mot. to Dismiss at 5). Particularly, Defendants argue that “Plaintiff has already litigated the same claims regarding her loan modification application against Defendants in the State Court Complaint.” (*Id.*). As explained below, the Court finds that the narrow *Rooker-Feldman* doctrine does not bar the Court’s jurisdiction over these claims.

“The *Rooker-Feldman* doctrine strips federal courts of jurisdiction over controversies that are essentially appeals from state-court judgments.” *Williams v. BASF Catalysts LLC*, 765 F.3d 306, 315 (3d Cir. 2014) (citations and quotation marks omitted). This is because federal district courts are “empowered to exercise original, not appellate, jurisdiction.” *Exxon Mobil Corp. v. Saudi Basic Indus. Corp.*, 544 U.S. 280, 283 (2005). The *Rooker-Feldman* doctrine is narrow and only applies to “cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments.” *Id.* at 284.

For the *Rooker-Feldman* doctrine to apply, the Third Circuit requires a showing that: “(1) the federal plaintiff lost in state court; (2) the plaintiff complains of injuries caused by the state-court judgments; (3) those judgments were rendered before the federal suit was filed; and (4) the plaintiff is inviting the district court to review and reject the state judgments.” *Great W. Mining & Mineral Co. v. Fox Rothschild LLP*, 615 F.3d 159, 166 (3d Cir. 2010) (citations and internal

quotation marks omitted).<sup>12</sup> “The second and fourth requirements are the key to determining whether a federal suit presents an independent, non-barred claim.” *Id.*

Here, Plaintiff certainly meets the first requirement under *Rooker-Feldman*. In fact, Plaintiff herself admits that she brought this action into federal court because “she has been denied mediation, a jury trial and more by the New Jersey Superior Court” (Compl. ¶ 1), and that she is “appealing both cases”<sup>13</sup> (Compl. Exs. at 8), which she lost in state court, namely, the underlying foreclosure action (Docket No. Essex-F-000839-13) and the state-court action (Docket No. Essex-L-004753-13). Additionally, the third prong is also met, because judgements were rendered in the foreclosure action and the state-court action before the instant Complaint. The foreclosure decision was entered on February 6, 2014, and the state-court action was dismissed in its entirety by June 14, 2016. (*See* Defs.’ Exs. J & H).<sup>14</sup> Plaintiff’s federal Complaint was filed over two months later on August 25, 2016. (*See* Compl.).

Prong two presents a more exacting question requiring “an inquiry into the source of the plaintiff’s injury.” *See Great W. Mining & Mineral Co.*, 615 F.3d at 167. “When the source of the injury is the defendant’s actions (and not the state-court judgments), the federal suit is

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<sup>12</sup> The Court notes that Defendants’ moving brief fails to lay out the applicable four-part test followed by this Circuit, and instead encourages this Court to adopt a broader view of the *Rooker-Feldman* doctrine implicitly criticized by the Supreme Court in *Exxon*. *See Exxon Mobil Corp.*, 544 U.S. at 283. The Third Circuit has guided that “for the sake of clarity, we should exercise caution in relying on our pre-*Exxon* formulation of the *Rooker-Feldman* doctrine, particularly those cases which may be read to suggest that the phrase ‘inextricably intertwined’ created an additional legal test.” *Great W. Mining & Mineral Co.*, 615 F.3d at 169, n. 4 (citations omitted). Though the inextricably intertwined test has not been explicitly rejected by this Circuit, this Court joins the majority of courts that use the four-part test articulated in *Great Western Mining*.

<sup>13</sup> Despite Plaintiff’s “inartful” pleading and use of this language, the Court must still analyze the applicability of *Rooker-Feldman* under the framework set by *Exxon* and the Third Circuit, which require a showing that the alleged injury was produced by the state-court judgment. *See Great W. Mining & Mineral Co.*, 615 F.3d at 167. This is particularly important here in light of Plaintiff’s *pro se* status.

<sup>14</sup> As noted earlier, although it appears Plaintiff attempted to appeal the dismissal of her State Court Complaint to the New Jersey Supreme Court, it does not appear that the appeal had been docketed by the time Plaintiff filed the instant action. In any event, the Court assumes that prong three is met without a more in-depth analysis because the appeal was dismissed and as discussed below, prong two of *Rooker-Feldman* cannot be established here.

independent, even if it asks the federal court to deny a legal conclusion reached by the state court[.]” *Id.* “A useful guidepost is the timing of the injury, that is, whether the injury complained of in federal court existed prior to the state-court proceedings and thus could not have been ‘caused by’ those proceedings.” *Id.* (citations omitted). For *Rooker-Feldman* to bar jurisdiction, the injury must have been “*produced* by a state-court judgment and not simply ratified, acquiesced in, or left unpunished by it.” *Id.* at 167 (emphasis added) (citations and internal quotation marks omitted). Therefore, the Court must identify the source of the injury for each claim alleged by Plaintiff.

### **1. Count I - Violation of FDCPA**

Plaintiff’s first count is brought under the FDCPA. Plaintiff alleges that “the Defendants acted in concert to violate the FDCPA” by “attempting to collect a disputed debt[,]” “using foul and abusive language,” and harassing Plaintiff. (Compl. ¶¶ 55 & 57). Though this cause of action was previously brought in state court, and decided against Plaintiff, the injury Plaintiff alleges in her Complaint is not one caused by the state-court judgment. In fact, her pleadings explicitly state that “[a]s a *result of the actions of defendants* which violate FDCPA,” the Plaintiff has suffered both physical and financial harm. (*Id.* ¶ 58) (emphasis added).

The Court finds the case cited by Plaintiff instructive as it provides the applicable standard articulated by the Supreme Court in *Exxon*. (See D.E. 81 at 4 (citing *Hageman v. Barton*, 817 F.3d 611 (8th Cir. 2016)). In *Hageman*, the Eighth Circuit found that a plaintiff’s FDCPA claim was not barred by *Rooker-Feldman* because the federal complaint “[sought] relief from neither the [state-court judgment on the debt] nor the [following garnishment] order. Rather, [the plaintiff] allege[d] statutory violations seeking statutory penalties based on [the defendant’s] actions in the process of obtaining the judgment and order.” *Id.* at 616. Here too, Plaintiff’s Complaint alleges injuries based on Defendants’ statutory violations, and thus, her FDCPA claim falls outside the

ambit of *Rooker-Feldman*. See *Destefano v. Udren Law Offices, P.C.*, No. 16-7559, 2017 WL 2812886, at \*7, (D.N.J. June 29, 2017) (finding that the plaintiff's FDCPA claim was not barred by *Rooker-Feldman* because the alleged injuries did not derive from a judgment of the state court and the state courts foreclosure proceeding made clear that the plaintiff could pursue her claims in another forum).

Further, Defendants arguments rely solely on the theory that Plaintiff's present allegations and claims were already litigated in state court. (See Def. Mov. Br. at 7-8). But the Supreme Court in *Exxon* specifically instructed that "[d]isposition of the federal action, once the state-court adjudication is complete, would be governed by preclusion law[,] and not *Rooker-Feldman*. *Exxon*, 544 U.S. at 293. The Court is satisfied that Count I does not allege the type of injury and review anticipated by this doctrine, and thus ends the *Rooker-Feldman* inquiry as to Count I.

## **2. Count II - Violation of NJCFA**

Plaintiff next pleads that the Defendants engaged in acts of unconscionable commercial practices which caused her to suffer damages and injury. (Compl. ¶ 66). To the extent that Plaintiff relies on "Defendants' public listing of [her] home for foreclosure sale" (*Id.* ¶ 63) as a wrongful commercial practice, these allegations would arguably be barred by *Rooker-Feldman*. However, because Plaintiff also relies on "the [D]efendants' decision to solicit, offer and enter into a modification agreement for which it had no intention to honor" and "continued harassment" (*Id.* ¶¶ 60 & 62), the Court finds that *Rooker-Feldman* does not bar Count II. Additionally, Plaintiff complains of Defendants' "decision to continue prosecuting the foreclosure action," but not the actual securing of foreclosure. (*Id.* ¶ 61). To be clear, these injuries arise not from the prior state judgments, but from the actions of the Defendants. Thus, the injuries were not produced by the state-court judgments and *Rooker-Feldman* does not apply to Count II.

### 3. Count III - Breach of Contract

Plaintiff alleges that she entered into a contract with Litton, who entered into the contract on behalf of itself and the other Defendants. (*Id.* ¶ 68). Plaintiff asserts that this contract extinguished any default on her mortgage, because Plaintiff made payments and performed according to her obligations. (*Id.* ¶¶ 69-70). She claims that “[d]espite Plaintiff’s compliance with the contract, Defendants wrongly continued to prosecute a foreclosure complaint and litigated the matter to final judgment.” (*Id.* ¶ 72). In sum, Plaintiff does not allege that either the state court foreclosure or the law division judgment caused the injury; she alleges that Defendants caused her injury by pursuing the foreclosure judgment despite extinguishing the default through the contract modification. (*Id.* ¶ 72). Clearly then, the alleged injury here was not “produced by [the] state-court judgment” but rather, it was at best “simply ratified, acquiesced in, or left unpunished by it.” *See Great W. Mining & Mineral Co.*, 615 F.3d at 167. *Rooker-Feldman*, therefore, does not apply to Count III.

### 4. Count IV- IIED

Similarly, Plaintiff’s IIED claim is centered on the premise that Defendants “jointly engaged in a series of actions which were designed to make the plaintiff unhappy, cause her distress, and cause her to give up in an inappropriate war of attrition[,]” compelling Plaintiff “to leave her home.” (Compl. ¶ 81). Plaintiff contends that the “harassment by defendants . . . [has caused] health problems and . . . injury.” (*Id.* ¶ 83). Consequently, Plaintiff’s IIED is not an injury caused by a state-court judgment, and the doctrine does not apply.

### 5. Count V - Deliberate Indifference

Plaintiff’s deliberate indifference claim was not raised in the State Court Complaint, although it raises identical issues, factual allegations and conclusions as the IIED claim. (*Compare*



*id.* ¶¶ 77-83 with *id.* ¶¶ 84-91). Thus, this claim is not barred by *Rooker-Feldman* for the same reasons Count IV is not barred.

## **6. Count VI - Defamation of Character**

Finally, Plaintiff's defamation of character claim is lodged only against Stern & Eisenberg. Though Plaintiff's allegations as they relate to this claim are sparse, Defendant Stern & Eisenberg's actions supporting the claim include submitting documents to the Superior Court of New Jersey in connection with the foreclosure action with "erroneous, disparaging remarks about the Plaintiff's character." (*Id.* ¶ 93). No injury is alleged in particular to this cause of action, but Plaintiff's Complaint as a whole can be construed to allege that she suffered injury in the form of job loss and a damaged reputation. (*See generally id.*). Accordingly, it does not appear to the Court that the injury arises from a state-court judgment nor would review of this new cause of action undermine a previously held judgment.

Accordingly, none of the claims are barred by *Rooker-Feldman* and this Court may exercise jurisdiction over the claims.

## **B. Failure to State a Claim Under Rule 12(b)(6)**

Alternatively, Defendants move to dismiss the Complaint for failure to state a claim under Rule 12(b)(6), relying on res judicata, collateral estoppel, and the statute of limitations. (Defs.' Mot. to Dismiss at 9-13). The Court will address these arguments in turn.

### **1. Res Judicata**

Res judicata, also known as claim preclusion, bars "repetitious suits involving the same cause of action once a court of competent jurisdiction has entered a final judgment on the merits." *United States v. Tohono O'Odham Nation*, 563 U.S. 307, 315 (2011). It is a rule founded on the general public policy that once a court has decided a contested issue, the litigation may not be

renewed in another court. *See Heiser v. Woodruff*, 327 U.S. 726, 733 (1946). “[T]he *Rooker-Feldman* inquiry is distinct from the question of whether claim preclusion (*res judicata*) or issue preclusion (*collateral estoppel*) defeats the federal suit.” *Great W. Mining & Mineral Co.*, 615 F.3d at 170. Thus, even though the narrow rule of *Rooker-Feldman* may not bar the claims, the preclusion doctrine may forbid this Court from hearing those claims. Further, *res judicata* “may be raised and adjudicated on a motion to dismiss and the court can take notice of all facts necessary for the decision.” *Toscano v. Conn. Gen. Life Ins. Co.*, 288 F. App’x 36, 38 (3d Cir. 2008).

The preclusive effect of a state-court judgment in a subsequent federal action depends on the law of the state that adjudicated the original action. *Greenleaf v. Garlock, Inc.*, 174 F.3d 352, 357 (3d Cir. 1999) (“To determine the preclusive effect of [the plaintiff’s] prior state action we must look to the law of the adjudicating state.”). New Jersey claim preclusion law, like federal law, has three essential elements: (1) a final judgment on the merits; (2) the prior suit involved the same parties or their privies; and (3) the subsequent suit is based on the same transaction or occurrence. *Watkins v. Resorts Int’l Hotel and Casino, Inc.*, 591 A.2d 592, 599 (N.J. 1991); *United States v. Athlone Indus., Inc.*, 746 F.2d 977, 983 (3d Cir. 1984). As explained below, *res judicata* bars all claims against all Defendants, except for Counts II and III against Litton.

**a. Counts I, II, III & IV**

The Court first addresses the third element. Here, that element is easily met since Plaintiff’s Complaint alleges the same exact causes of action asserted in the State Court Complaint. In fact, a facial comparison of the factual allegations raised in the State Court Complaint with those raised in this action makes plain that the underlying factual basis is—without a question—the same. (*Compare* State Court Complaint, *with* Compl.).

The second element is also easily met. Williams, the plaintiff in the instant action, was

also the plaintiff in the state-court action. Similarly, Defendants Litton, HSBC, Fremont, Goldman Sachs, Ocwen, and Stern & Eisenberg were all named defendants in the State Court Complaint. (*See* State Court Complaint). Defendant Ocwen Financial Corp., however, was not a named Defendant in the state-court action. But “res judicata may be invoked against a plaintiff who has previously asserted essentially the same claim against different defendants where there is a close or significant relationship between successive defendants.” *Lubrizol Corp. v. Exxon Corp.*, 929 F.2d 960, 966 (3d Cir. 1991) (quoting *Gambocz v. Yelencsics*, 468 F.2d 837, 841 (3d Cir. 1972)); *see also Marran v. Marran*, 376 F.3d 143, 151 (3d Cir. 2004) (“Privity is merely a word used to say that the relationship between one who is a party on the record and another is close enough to include that other within the res judicata.”) (internal quotation marks and citations omitted). Moreover, “a lesser degree of privity is required for a new defendant to benefit from claim preclusion than for a plaintiff to bind a new defendant in a later action.” *Lubrizol Corp.*, 929 F.2d at 966 (citation omitted). Here, Ocwen Financial Corp. is Ocwen’s parent company, and thus, a sufficiently “close or significant relationship” exists to invoke the doctrine of res judicata. *See id.* (holding that plaintiff was precluded from bringing federal claims against the parent company of a wholly owned affiliate who had been a defendant in a state-court action arising out of the same occurrence). And as noted above, a facial comparison of the two complaints shows that Plaintiff here seeks to assert against Ocwen Financial Corp. “essentially the same claim[s]” she asserted against Ocwen in state court. *See Lubrizol Corp.*, 929 F.2d at 966. Indeed, the Complaint does not allege any facts specifically against Ocwen Financial Corp. (*See* Compl.).

Lastly, the first element requires a closer analysis. All claims in the state action were adjudicated on a motion for summary judgment, with the exception to the NJCFA and breach of contract claims against Litton. (*See* Defs.’ Ex. E). Plaintiff contends that there was no final

judgment because “the State never considered the issues [before it] because [the state court] blocked hearing the issues.” (D.E. No. 81 at 2).<sup>15</sup> However, “the whole point of the summary judgment practice is to enable a party in appropriate circumstances to obtain, on motion and without plenary trial, the final adjudication of an action, in full or in part, on its merits.” *Auster v. Kinoian*, 378 A.2d 1171, 1174 (N.J. App. Div. 1977). The same principle applies in federal court. *See McLaughlin v. Bd. of Trs. of the Nat’l Elevator Indus. Health Benefit Plan*, No. 16-3121, 2016 WL 5955530, at \*3 (D.N.J. Oct. 13, 2016) (“[S]ummary judgment is a final judgment on the merits for the purposes of res judicata.”). And although Plaintiff may have appealed the state-court action to the New Jersey Supreme Court, that appeal was denied on March 15, 2017. (D.E. No. 39 at 3). And in any event, “the fact that a judgment has been appealed does not affect the finality of the judgment for purposes of res judicata.” *McLaughlin*, 2016 WL 5955530, at \*3. Therefore, res judicata bars Counts I, II, III, and IV against Defendants HSBC, Goldman Sachs, Fremont, Ocwen, Ocwen Financial Corp., and Stern & Eisenberg. For the same reasons Counts I and IV are also barred against Litton.

After the grant of summary judgment, the NJCFA and the breach of contract claims remained against Litton only. These remaining claims were then dismissed for lack of prosecution. (Defs.’ Ex. H). N.J. Court Rule 4:37-2, much like Federal Rule of Civil Procedure 41(b), states that an involuntary dismissal operates as an adjudication on the merits “unless otherwise specified.” N.J. Court Rule 4:37-2(d); *see also* Fed. R. Civ. P. 41 (involuntary dismissal is one the merits unless “the dismissal order states otherwise”). Here, the state-court judge unequivocally stated that the dismissal was *without prejudice*. (See Defs.’ Ex. H). “The words ‘without prejudice’ generally indicate that there has been no adjudication on the merits of the claim, and

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<sup>15</sup> Though Plaintiff raises this claim against Defendants’ *Rooker-Feldman* argument, the Court liberally construes her *pro se* submissions to the Court. *See Erickson*, 511 U.S. at 94.

that a subsequent complaint alleging the same cause of action will not be barred simply by reason of its prior dismissal.” *Velasquez v. Franz*, 589 A.2d 143, 145 (N.J. 1991) (citations and internal quotation marks omitted). Other New Jersey courts have found that a dismissal for lack of prosecution, without prejudice, does not bar a claim under res judicata. See *Thomas v. Spolnicki*, No. L-3422-14, 2017 WL 4051728, at \*2-3 (N.J. Super. App. Div. 2017) (finding that a dismissal without prejudice for lack of prosecution was not a judgment that carried preclusive effect for purposes of the res judicata analysis); *Dingler v. Yalloy*, No. L-065-12, 2013 WL 3184658, at \*2 (N.J. Super. App. Div. 2013) (finding that plaintiff’s first complaint “was dismissed without prejudice for lack of prosecution and was not adjudicated on its merits”); *Davis v. Riverview Towers*, No. A-0389-07T3, 2009 WL 774698, at \*1 (N.J. Super. App. Div. 2009) (holding that res judicata did not warrant dismissal of a second action because “disposition of the first suit did not constitute an adjudication on the merits but was simply a dismissal for lack of prosecution”).

The Court holds that state court’s dismissal of the NJCFA and breach of contract claims against Litton, without prejudice, does not constitute an adjudication on the merits, and is not given a preclusive effect. Accordingly, Counts II and III of the instant Complaint are not barred by res judicata as against Litton only.

#### **b. Counts V & VI**

“Claim preclusion applies not only to matters actually determined in an earlier action, but to all relevant matters that could have been so determined.” *McNeil v. Legislative Apportionment Comm’n of State*, 828 A.2d 840, 859 (N.J. 2003) (quoting *Watkins*, 591 A.2d at 599). Relevant here, “causes of action are deemed part of a single ‘claim’ if they arise out of the same transaction or occurrence. If, under various theories, a litigant seeks to remedy a single wrong, then that litigant should present all theories in the first action. Otherwise, theories not raised will be

precluded in a later action.” *Watkins*, 591 A.2d at 599.

Even though Counts V and VI were not pleaded in the State Court Complaint, claim preclusion still applies. After examining the present Complaint, the Court sees no material facts that differentiate the controversy from the one adjudicated in state court. As previously stated, Plaintiff adopts the same facts alleged in the State Court Complaint. (*See generally* Compl.; State Court Complaint). And Plaintiff explicitly incorporates by reference those factual allegations as to all counts, except Count VI, in the instant Complaint. (*See* Compl. ¶¶ 53, 59, 67, 77 & 84). Further, as with her state court claims, Counts IV and V here merely seek to remedy the same underlying wrong allegedly committed by Defendants. Plaintiff’s deliberate indifference claim is identical to her IIED claim and uses a mere recitation of the elements used to discuss the IIED claim. Similarly, Plaintiff’s defamation of character claim relies on the same “harassing conduct” cited for other causes of action. Indeed, the relief sought remains consistent in all causes of action. In short, because Counts V and VI arise out of the same transaction or occurrence as the state court claims previously adjudicated on the merits against the same parties, they are also barred by res judicata.<sup>16</sup>

Accordingly, Counts I through VI are dismissed *with prejudice* as to Defendants HSBC, Fremont, Goldman Sachs, Ocwen, Ocwen Financial Corp., and Stern & Eisenberg. Counts I, IV, and V are dismissed *with prejudice* as to Defendant Litton. However, Plaintiff’s NJCFA and breach of contract claims (Count II and III) against Litton are not barred by res judicata.

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<sup>16</sup> Despite the Court’s finding that Plaintiff’s NJCFA and breach of contract claims against Litton were not previously adjudicated on the merits, the Court still finds that Count V is barred by res judicata against Litton. This is because this claim is substantially related to Count IV, which was adjudicated on the merits as to *all* Defendants. The Court also notes that Judge Mitterhoff’s Denial Order of Plaintiff’s motion to amend served as an adjudication on the merits. The state court ordered that Plaintiff would be permitted to amend her complaint to include certain causes of action against Litton only, none of which included anything like deliberate indifference. (*See* Denial Order).

## 2. Collateral Estoppel

Defendants also move to dismiss under the doctrine of collateral estoppel, also known as issue preclusion, arguing that the core issues were already fully litigated in the state-court action. (Defs.' Mot. to Dismiss at 9).

“The purpose of the collateral estoppel doctrine is to promote judicial consistency, encourage reliance on court decisions, and protect defendants from being forced to repeatedly re-litigate the same issues in multiple lawsuits.” *Great W. Min. & Mineral Co. v. ADR Options, Inc.*, 882 F. Supp. 2d 749, 760 (D.N.J. 2012), *aff'd*, 533 F. App'x 132 (3d Cir. 2013). “When an issue of fact or law is actually litigated and determined by a valid and final judgment, and the determination is essential to the judgment, the determination is conclusive in a subsequent action between the parties, whether on the same or a different claim.” Restatement (Second) of Judgments § 27 (1982). For collateral estoppel to apply, New Jersey courts require the party asserting the doctrine to show that: (1) the issue to be precluded is identical to the issue decided in the prior proceeding; (2) the issue was actually litigated in the proceeding; (3) the court in the prior proceeding issued a final judgment on the merits; (4) the determination of the issue was essential to the prior judgment; and (5) the party against whom the doctrine is asserted was a party to or in privity with a party to the earlier proceeding. *Wildoner v. Borough of Ramsey*, 720 A.2d 645 (N.J. App. Div. 1998) (citing *In re Dawson*, 641 A.2d 1026 (N.J. 1994))

Although collateral estoppel would bar almost all of Plaintiff's claims, the Court is not convinced that the doctrine bars the two remaining claims (Counts II and III) against Litton. Like the analysis provided under res judicata, Plaintiff's breach of contract and NJCFA claims against Litton were not bound by a valid and final judgment on the merits. *See Edmundson*, 4 F.3d at 191 (holding that issue preclusion would not apply to court proceedings dismissed for lack of

prosecution). In fact, Judge Mitterhoff held that a “rational jury could conclude that Litton promised Plaintiff she would receive a modification” and that “there still exists genuine questions of material fact relating to whether the parties’ conduct formed the basis for an enforceable unilateral contract.” (Defs.’ Ex. E at 10-11).

Lastly, “under the generally accepted meaning of the term, a fact may be deemed essential to a judgment where, without that fact, the judgment would lack factual support sufficient to sustain it.” *Feng Li v. Peng*, 516 B.R. 26, 47 (D.N.J. 2014), *aff’d sub nom. In re Feng Li*, 610 F. App’x 126 (3d Cir. 2015) (quoting *Raytech Corp. v. White*, 54 F.3d 187, 193 (3d Cir. 1995)). Here, the issue that Defendant Litton engaged in a scheme to harass Plaintiff out of her home in violation of an alleged agreement is essential because Plaintiff would have no basis to sustain her breach of contract claim against the Defendant Litton without these facts. But this issue was previously dismissed without reaching the merits. (*See* Defs.’ Exs. E & H.). Accordingly, Plaintiff’s breach of contract and NJCFA claims against Litton are not barred by issue preclusion.

### **3. Statute of Limitations**

Defendants’ final argument centers on the statute of limitations. (Defs.’ Mot. to Dismiss at 13).<sup>17</sup> Under New Jersey law, the date that a “cause of action is deemed to have accrued is the date upon which the right to institute and maintain a suit first arises.” *Belmont Condo. Ass’n, Inc. v. Geibel*, 74 A.3d 10, 29 (N.J. Super. Ct. App. Div. 2013) (citations and internal quotation marks omitted). Since only the NJCFA and breach of contract claims against Litton remain, the Court will only address the time bar arguments as to those claims. The Court finds that both claims are time-barred and must be dismissed *with prejudice*.

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<sup>17</sup> The Court notes that Defendant Stern & Eisenberg did not address the statute of limitations in its motion to dismiss.



**a. Count II - Violation of NJCFA**

The applicable statute of limitations for a violation of the NJCFA is six years. *See* N.J.S.A. 2A:14–1; *DiIorio v. Structural Stone & Brick Co.*, 845 A.2d 658, 663 (N.J. Super. Ct. App. Div. 2004). NJCFA claims require proof of (1) an unlawful practice, (2) an ascertainable loss, (3) a causal relationship between the unlawful conduct and the ascertainable loss. *Gonzalez v. Wiltshire Credit Corp.*, 25 A.3d 1103, 1115 (N.J. 2001).

The unlawful practice described in Plaintiff’s Complaint arose from Litton’s failure to honor a loan modification agreement by pursuing foreclosure despite Plaintiff’s alleged compliance with the modification agreement. (Compl. ¶¶ 60-64). However, the last time Litton offered Plaintiff a “workout plan” was in March 2010. (*Id.* ¶ 37). Plaintiff further claims that her ascertainable loss was in the form of losing her security clearance and having FEMA and Homeland Security contracts withdrawn. (*Id.* ¶¶ 39, 44 & 51-52). All injuries identified in the Complaint had accrued by May of 2010. Accordingly, a violation of the NJCFA would be barred because Plaintiff’s Complaint was filed six years and two months after the cause of action accrued.<sup>18</sup> The Court dismisses the NJCFA claim *with prejudice*.

**b. Count III - Breach of Contract**

Breach of contract claims are governed by the same six-year statute of limitations as NJCFA. *See* N.J.S.A. 2A:14–1. Plaintiff’s allegations for her breach of contract claim are based on the existence of an enforceable agreement to enter into a loan modification. Most allegations

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<sup>18</sup> Plaintiff also relies on a “decision to continue prosecuting the foreclosure action in violation of the contract between the parties” as an unconscionable commercial practice. (Compl. ¶ 61). However, Plaintiff has failed to identify any ascertainable loss in connection with the foreclosure. Defendant insists that to date Plaintiff’s home has yet to be put up for auction or sheriff’s sale. (*See* D.E. No. 49). Thus, to the extent that the foreclosure action would extend the statute of limitations, Plaintiff’s pleading would fall short of establishing a NJCFA claim. Further, any wrongful action arising after November 2011 in support of Plaintiff’s NJCFA claim would obfuscate Litton’s liability. The last date that Litton took any actions as they relate to Plaintiff’s mortgage, or loan modification, was in March 2010. (*See* Compl.). Therefore, even if Plaintiff were permitted to bring NJCFA claims based on the foreclosure action and subsequent collection of debt, any claims against Litton would still be barred.

are directed to Litton. However, as previously indicated, the last time Litton took any actions as they relate to Plaintiff's mortgage or loan modification was March 2010. (*See* Compl. ¶¶ 37 & 68-74). And as noted above, the alleged injuries from this breach accrued by May 2010 at the latest. Accordingly, any breach of contract claims raised against Litton would have accrued by then, and are thus outside the six-year statutory bar. The Court dismisses the claim *with prejudice*.

#### **IV. REMAINING MOTIONS**

Still pending are Plaintiff's Second Motion for Interlocutory Injunction (D.E. No. 69) and Plaintiff's Motion to Amend (D.E. Nos. 78 & 85). The Court will address these motions now.

##### **A. Plaintiff's Second Motion for Interlocutory Injunction**

Plaintiff requests that the Court "issue an interlocutory injunction" to "prevent the [D]efendants and the State of New Jersey from moving forward with the theft of [her] home." (D.E. No. 69 at 1). The Court denied Plaintiff's first motion for interlocutory injunction (D.E. No. 44) in an Order dated June 19, 2017, because 28 U.S.C. § 2283 (the "Anti-Injunction Act") expressly barred Plaintiff's request. (*See* D.E. No. 59 at 3). Under the Anti-Injunction Act, "[a] court of the United States may not grant an injunction to stay proceedings in a State court except as expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments." 28 U.S.C. § 2283; *see also Bono v. O'Connor*, No. 15-6326, 2016 WL 2981475, at \*11 n.13 (D.N.J. May 23, 2016) ("[I]f the federal court were to find that the defendant banks improperly instituted a state foreclosure action, it would also effectively constitute an injunction enjoining the state court from ordering a foreclosure sale, which is prohibited by the Anti-Injunction Act.") (cleaned up). Plaintiff's new motion does not identify any issues with respect to this Court's jurisdiction or enforcement of its judgments, nor did Plaintiff identify an Act of Congress that expressly authorizes the type of injunction Plaintiff seeks. (*See* D.E. No. 69).

To date, the Court has not required opposition briefing to Plaintiff's Second Motion for Interlocutory Injunction. However, because Plaintiff's Second Motion for Interlocutory Injunction fails to address the deficiencies already identified on the record, the Court denies the motion because it remains prohibited by the Anti-Injunction Act.

### **B. Plaintiff's Motion to Amend**

Plaintiff's proposed amended complaint seeks only to add a claim of "false inducement to inaction." (*See* D.E. No. 78 & 85). Liberally construing Plaintiff's motion, the Court analogizes this to a claim for fraudulent inducement.

Federal Rule of Civil Procedure 15(a)(2) governs Plaintiff's motion to amend. Plaintiff alleges that adding a count of fraudulent inducement would be proper because "[t]he Defendants clearly induced Plaintiff to . . . avoid another refinance of the mortgage [and] to continue payments on a fraudulent mortgage . . . ." (D.E. No. 85 at 16). A district court may deny leave to amend where "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) (citations and internal quotation marks omitted). Here, any proposed amendment would be futile.

First, the amended complaint does not comply the pleading standard set out by Federal Rule of Civil Procedure 8(a)(2), much less 9(b). The Court finds persuasive Defendants' argument that "allegations lumping all defendants together" does not comply with Rule 8(a)(2). (D.E. No. 87 at 2). Rule 8(a)(2)'s pleading standard requires that a complaint set forth the plaintiff's claims with enough specificity as to "give the defendant fair notice of what the . . . claim is and the grounds upon which it rests." *Twombly*, 550 U.S. at 570. Even liberally construing Plaintiff's amended complaint, her *pro se* status does not relieve her of the obligation to "clearly and specifically" identify which claims pertain to which defendants. *Pushkin v. Nussbaum*, No. 12-0324, 2013 WL

1792501, at \*4 (D.N.J. Apr. 25, 2013) (“[T]he Court cannot expect the Defendants to defend against claims that are not clearly and specifically alleged.”); *see also*, *Boyd v. N.J. Dep’t of Corr.*, No. 12-6612, 2013 WL 4876093, at \*6 (D.N.J. Sept. 10, 2013) (finding complaint deficient when it held “eleven Defendants liable on all claims, without pleading specific facts indicating each Defendant’s liability for each claim”).

Second, even if the amendment complied with the pleading standard, the amendment would not change the forgoing analysis, particularly with respect to *res judicata*. The alleged fraud pleaded in Plaintiff’s proposed amended complaint arises out of the same occurrence as the dismissed State Court Complaint. The crux of Plaintiff’s Complaint is that Litton (and the other Defendants) failed to honor its promises to grant Plaintiff a loan modification, and as a result, the subsequent foreclosure action was wrongful. (*See* Compl. ¶¶ 16, 25, 33, 40, 45, 60, 61, 69, 72, 79, 86 & 92). In accordance with the Court’s analysis above, any additional legal theory arising out of this occurrence and lodged against the same Defendants was granted final judgment and is part of the same “cause of action.”

Finally, the applicable statute of limitations fraudulent inducement is six years. *See* N.J.S.A. § 2A:14-1. Plaintiff’s proposed fraud claim stems from false misrepresentations during the time Plaintiff sought a loan modification, which would date back, at the latest, to early March 2010. Even if Plaintiff’s new claim was to relate back to August 25, 2016—when she filed her Complaint—this occurred a few months after the applicable limitations period. Accordingly, Plaintiff’s motion to amend is denied as futile.

## V. CONCLUSION

For the reasons set forth above, the Court GRANTS Defendants’ motions to dismiss Plaintiff’s Complaint. Because amending would be futile, Plaintiff’s motion to amend is DENIED.

and the Complaint is dismissed *with prejudice*. Plaintiff's second motion for interlocutory injunction is also DENIED. An appropriate Order accompanies this Opinion.

s/ Esther Salas  
**Esther Salas, U.S.D.J.**

UNITED STATES COURT OF APPEALS  
FOR THE THIRD CIRCUIT

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No. 19-1032

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VERONICA A. WILLIAMS,  
Appellant

v.

LITTON LOAN SERVICES; HSBC BANK USA NA;  
GOLDMAN SACHS GROUP;  
FREMONT HOME LOAN TRUST 2006-C  
MORTGAGE BACKED CERTIFICATES SERIES 2006-C;  
OCWEN; STERN & EISENBURG PC LLC;  
OCWEN FINANCIAL CORPORATION; STATE OF NEW JERSEY

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(D.N.J. No. 2:16-cv-05301)

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SUR PETITION FOR REHEARING

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Present: SMITH, Chief Judge, and McKEE, JORDAN, SHWARTZ, KRAUSE,  
RESTREPO, BIBAS, PORTER, MATEY, and PHIPPS, Circuit Judges

The petition for rehearing filed by Appellant in the above-captioned case having been submitted to the judges who participated in the decision of this Court and to all the other available circuit judges of the circuit in regular active service, and no judge who concurred in the decision having asked for rehearing, and a majority of the judges of the circuit in

regular service not having voted for rehearing, the petition for rehearing by the panel and the Court en banc is **DENIED**.

By the Court,

s/ Stephanos Bibas  
Circuit Judge

Dated: November 18, 2019  
Lmr/cc: Veronica A. Williams, I  
Brett L. Messinger  
Brian J. Slipakoff  
Evan Barenbaum

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[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

December 28, 2018

Clerk  
United States District Court of New Jersey  
Martin Luther King Jr. Federal Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102-3595

Subject: Appeal Order to Dismiss USDC NJ, 2:16-cv-05301-ES-JAD  
*Veronica A. Williams v. Litton Loan Servicing, et al.*

Dear Court,

My appeal is enclosed. While I did not receive the response that I had anticipated, I do thank the Court and Judge Salas for providing a clear and candid response to my complaint. This is the first time<sup>1</sup> since 2005 that I feel I am being treated with honesty and respect. I am truly grateful and glad to receive the fair treatment that I expect from our Justice system.

I shall give my perspective on some of the details in the Opinion and highlight other facts that I feel should be relevant. I pray that the law will allow the U.S. Courts to provide a forum to tell the full truth in this matter. I trust that the appeals process will give us all the clarity of substance and courage to do what is right and morally sound, within the confines of the law, of course.

I shall also cast some of the information presented in the Case Files in terms of the laws that support this case being heard in Federal Court.

My story has been told. All that remains is how this matter ends. Those interested in my plight have agreed to wait on resolutions reached after seeking Court intervention. It is my sincere desire that this injustice ends with a fair and constitutionally compliant solution facilitated by our Federal or State Courts.

I realize that Court rules may have prohibited the review of the interactive timeline prepared for and referenced in Filing [#99](#). A clearer version of USDCNJ Filing [#99](#)<sup>2</sup> may be viewed at <http://www.finfix.org/Williams-v-BigBanks.pdf>. This filing included a thumb drive with all documents including those that could not be printed. Since the interactive time line is a highly efficient, information packed tool, I have included a digital version on the thumb drive enclosed with this appeal. The same timeline can be viewed at <http://www.finfix.org/Fraud-Timeline.html>. It can also be viewed on the enclosed thumb drive by opening the "FinFix\_site" folder and typing or clicking on

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<sup>1</sup> With the exception of hearings presided over by Judge Rothschild (2011), Judge Carey (2014) & U.S. Magistrate Judge Dickson (2018).

<sup>2</sup> Note that Plaintiff, in error, wrote DOJ issued cease & desist order. FDIC issued the cease & desist order (see p. 3 of Filing [#99](#)).



"Fraud-Timeline.html" after opening the thumb drive on a WINDOWS personal computer. One of the paths along this timeline explains how the fraudulent foreclosure was gained in a deceptive process that evaded legal and financial protocol:

| DATE       | ACTION from May 2014 – Jan 2015 see <a href="http://www.fifix.org/Fraud-Timeline.html">http://www.fifix.org/Fraud-Timeline.html</a> |
|------------|---|
| July 2014  | <u>Mediation NOT Scheduled</u> per Court  |
| Sept. 2014 | <u>Seiden &amp; Denbeaux Give Fake Document – Denbeaux Withdraws</u>  |
| Sept. 2014 | Foreclosure Awarded Unbeknownst To Plaintiff  |
| Oct. 2014  | <u>Plaintiff's Deposition – asked Seiden For Copy Of Mortgage</u>   |
| Nov. 2014  | Defendants are NO SHOW in Court   |
| Jan. 2015  | Plaintiff Wins Hearing – Duane Morris Attorney(#37) Promises \$35K Mortgage   |
| Mar. 2015  | <u>Duane Morris Reneges On Mortgage</u>   |

Information that I plan to present at our Discovery meeting includes:

- People With The Most to Lose From Case Information (provided on a need to know basis only)
- Sample Interrogatory – 94 interrogatories are ready for Discovery (1 interrogatory attached)
- Minimum Evidence & Plan to reduce massive financial fraud (Filing [#109](#) with names & detail)
- Highlights of Key Evidence Items (1,132 total items)

Since the Defendants' attorney have participated in the fraud and are duty bound to "represent Defendants to the best of their ability. I am only willing to reveal case details with an appropriately assigned person. After being denied due process for 6 years by the NJ Courts, this Plaintiff has no confidence of undergoing a fair and open legal process in New Jersey. To achieve fairness and use our Federal jurisdiction to bring a full attack on the financial fraud in our State, I shall ask the NJ Courts to agree to the removal of this case to Federal Court (letter enclosed).

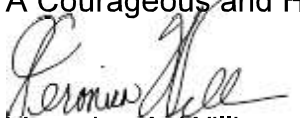
**In the spirit of full disclosure, this document is being sent to the NJ Courts. Being denied due process allowed an illegal foreclosure to be awarded. Financial fraud is systemic in NJ. This Plaintiff's story has been shared with a limited audience and promises a fair and equitable solution through our Court system. If the Courts cannot bring the Defendants to the table and facilitate a solution that is fair for this Plaintiff and helps protect U.S. homeowners from fraud, then I ask the Courts to allow a fair and open trial.**

**To The Federal & State Courts of New Jersey:**

*How can our Legal and Law Enforcement Officials expect people to take risks to report crimes if we are not protected **or even heard** ? It is our civic and moral duty to hear those who are courageous enough to expose wrongdoings.*

**He who does not punish evil commands it to be done. ~ Leonardo da Vinci**

A Courageous and Hopeful Citizen & Plaintiff,

  
Veronica A. Williams

attachment – Appeal of Court's Dismissal Order

THIS DOCUMENT MAY BE DOWNLOADED AT  
[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

**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

UNITED STATES FEDERAL COURT

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

**APPEAL OF DISMISAL ORDER**

**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

**APPEAL OF DISMISSAL ORDER**

**Case Filings Explained More & Evidence Submitted Cast In Federal Laws**

**Summary**

The fraudulent legal action began in 2009 but did not conclude until the State of New Jersey – against the desire of the Defendants – released the fraudulent mortgage in 2017. USDCNJ Complaint 2:16-sv-05301 was filed in August 2016 in full anticipation of being able to prove the foreclosure to the understanding and acceptance of the legal audience through mediation or, if necessary, at trial. The fraudulent document was likely not filed with New Jersey's Essex County Hall of Records until the spring of 2014. The **fraud was not consummated** until the Defendant's attorneys presented the fraudulent mortgage document to the NJ Court in September 2014 and received a foreclosure.

**Attorneys & Judges Owe Plaintiff an Explanation**

At a minimum, three Attorneys: Witness 25, Witness 35 and Witness 33 should explain why they submitted fraudulent legal documents to protect the Defendants. This Attorney (Witness 25) should explain why he signed a false document and other Stern & Eisenberg attorneys (Witnesses 33 – 36 & X) should explain why they condoned false documents filed with the NJ Courts.

Also NJ Judges (Witness 62, Witness 64, Witness 65, Witness 69 and Witness 70) should explain why they conducted legal hearings or made legal decisions without the knowledge or presence of Veronica Ann Williams.

### **Creating The Fraudulent Mortgage – Defendants Attempted The Impossible**

When I pointed out to Litton Loan that the agreement that I signed did not support their proposed monthly payment, they offered to fix it by doing a modification. My agreement supported an amortization with a monthly payment that was about half of the amount that I was paying, and that no mortgage had been filed as required by NJ State law, they agreed to fix the error by Fremont. I was certain that is why the first law firm hired to secure a foreclosure, agreed to reverse it. Little did I know that Litton Loan was preparing to hire a law firm that would commit additional fraud to secure an illegal foreclosure. When I began to challenge their attempt to coerce me into signing and agreeing to a different principal, defined rate, terms and conditions, the holder of Litton Loan's note, HSBC, hired a top 50 law firm to protect their illegal attempts and sow further fraud and deception. I learned about a year after the illegal foreclosure, around 2015, about a year after it was awarded. I immediately began preparing to file my complaint in U.S. District Court.

I never received a fully executed mortgage, modification or any type of financial agreement from Fremont or Litton Loan. A fully executed proper financial agreement must have a principal amount, defined rate, term and conditions. From these items, a monthly payment can be calculated. Fremont and Litton Loan attempted to pass off monthly payments that only supported double the principal balance, half the term or grossly inflated and improperly defined interest rates.

Trying to sell a loan based on the monthly payment alone is one of the oldest tricks of dastardly, conniving financial salespeople. Good, honest salespeople and financiers know better. I learned this at a very young age from my father. I watched him unpack complex amortization formulas in real time during financial negotiations. It was at that moment that I decided I would learn to do complex calculations in my head and think quickly and with the sharp wit of my father. From that point I paid rapt attention to my father and learned under his tutelage so I could become excellent like him. I went on to earn degrees and build a career that is grounded in finance.

My father negotiated a low purchase price, then financed with the U.S. Military Credit Union. I learned later that he saved thousands of dollars. He brilliantly avoided the trap that the sales team was trying to set, smoothly and left with a written commitment from the sellers with a defined

purchase price that was not tied to financing they offered. I observed the value of highly skilled, lightning fast intellect that day.

So 40 years later, Fremont and Litton Loan did not have a chance of getting me to agree to a monthly payment not based on the principal, defined interest rate, term and conditions that was had agreed to.

In USDCNJ<sup>3</sup> Filing #41 I explain why the mortgage included in the foreclosure complaint with the stated interest rate and term defies common sense. I also explain why it is preposterous to believe that I would sign such a document (see USDCNJ Filings #38, 39, 40 & 42). Please recall, that I was not able to see the mortgage document or even the foreclosure file until early 2017. I expect that access to the FDIC information supporting the cease and desist order against Fremont will confirm that such a mortgage was not legally issued nor was it condemned by Fremont. It will not be difficult to find other bankers who concur unless they fear retribution from Goldman Sachs or HSBC.

I was acting in good faith with Litton Loan and Fremont. I knew their failure to provide a proper loan agreement was a Federal offense that would lead to hard prison time. I let them know that I would not accept anything short of a legal, properly fully executed agreement. They committed to provide just that. I paid the agreed upon terms, etc. and only stopped when each firm failed to provide the fully executed proper physical contract that we had verbally agreed upon. The illegal foreclosure was rescinded. Another law firm (Witness #149) would not play the illegal game. So the Defendants hired Stern & Eisenberg. I have identified at least 9-16 attorneys – 10 % of their staff – who signed or lent their names to documents containing false information that were filed with the State of New Jersey Foreclosure Case. (NJ Case Docket No. F – 000839-13).

After Fremont's failed attempt to send me a fully executed copy of the correct contract that I agreed to and signed myself. I saved the document transmitted to me and noted the names of everyone involved in the mortgage creation and execution process. A copy of the agreement that they attempted to convince me to accept is in the case files. I have also located 7 people who were involved in the Fremont mortgage process. Most of these people live in California and a couple are in New York.

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<sup>3</sup> The United States District Court of New Jersey, Newark, NJ

**Creating The Fraudulent Mortgage – Defendants Fear Prison**

The Federal government was conducting a thorough investigation of Fremont's finances and operations. Fremont employees were already afraid of losing their jobs. Some realized they were also vulnerable to prosecution and even prison. FDIC imposed a cease and desist order. The Fremont employees who created the fraud on my account, and those employees who covered it up, hold jobs today – most in the financial services industry. It appears that they may have learned their lessons. I know at least 2 of these Former Fremont employees are afraid of being exposed. If my case is forced to trial, I believe their identities should be concealed. More lives need not be destroyed. Although these Fremont employees and a few former Litton Loan employees (Witnesses # 11, 12, 14, 18, 31 & 38) laid the groundwork for the fraud perpetrated by HSBC, Goldman Sachs, Litton Loan and Ocwen in 2014, I believe in forgiveness. The Defendants who caused and supported the illegal acts that caused this Plaintiff so much harm, however, should pay damages.

**Creating The Fraudulent Mortgage – Defendants Resorted to Improper Acts**

The mortgage in the Foreclosure file is not the document that I signed. An original copy of the document that I signed is in the USDCNJ Case file and was sent to me from Fremont Headquarters in California. I do not know how my name was forged on the document but I have included the former Fremont employees involved in the deception, others who were unwittingly drawn in, and others whose signatures were on the false document. (Witnesses 3, **19**, 20). A notary was not present when I signed my mortgage nor was the attorney present, whose signatures are on the document. The notary and the attorney are listed as witnesses (Witness 8 and 20). The attorney who signed was reprimanded<sup>4</sup> in 2015 by the State of New Jersey for doing something quite similar to another homeowner. He and his wife (Witness 21) have been known by my community for many years. His wife and stepson (Witness 22) run title companies<sup>5</sup>; could they have enable the late filing of the fraudulent mortgage?

I was stunned when the Defendants' attorney showed me the fraudulent mortgage during my deposition. I said the signature looked like mine but I did not recognize the document. I asked for a copy so that I could ask the former Fremont employee how this happened. He has been referred by a long-time friend so I know I could find him. I didn't know if the forgery and switch was done by the former Fremont employee in New Jersey or at their California headquarters. I wanted to find out who was responsible so that I could lodge my charge against the responsible party. So I tracked down the

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<sup>4</sup> See USDCNJ Filing #99 page 34, footnote 85. [Click to view.](#)

<sup>5</sup> See USDCNJ Filing #99 page p. 110 [Click to view.](#)

former Fremont employee to whom I was referred and spoke with him. After a conversation, reviewing my notes and reflecting back on that time, I realized the person to whom I was referred was responsible for *forging my signature and switching pages*, and the Fremont employees in California were responsible for covering it up. I have found most of them and they are listed as Witnesses (Witnesses 1, 2 and 3). People who were unwittingly brought into this process are Witnesses 4, 5 & 6.

Such fraud may underlie the reason that the FDIC issued Fremont a Cease and desist order. This is addressed and presented in the USDCNJ Case files. Despite my FOIA requests, the FDIC has not provided any information beyond their press release.

The former Fremont employees from their California Headquarters told me that the mortgage document had been given to the affiliate and funds transferred but she could fix it by having another copy signed so that she could submit it as a modification. Since it was only a few months the extra interest expense was minimal so I agreed. I sent her the newly signed mortgage document. She never sent back the corrected document so I stopped paying to firmly communicate that I did not agree to the principal, defined interest rate, terms and conditions that supported the monthly payment amount. I also wanted to push her to send me the correct information as soon as possible. The next thing I knew, Fremont was out of business!

The Defendants' attorney who was not deposing me promised to get me a copy of the fraudulent mortgage and the attorney from the law firm who attended the deposition assured me that I would get a copy. (Witnesses 34 & 35). I never got the copy. Instead, the Defendants' attorney and another attorney from my former law firm, sent me another fraudulent legal document (copy in the USDCNJ Case files) that had a January 2015 hearing date and was stamped by the NJ Court. It looked official to me. I was assured that the foreclosure was on hold until after January; a couple of months later my attorney withdrew from my case. I proceeded per se. I learned when I attended the Nov. 2014 hearing that it had not been postponed and the Judge presiding over the hearing told me that the document signed by both attorneys was "just a piece of paper". As I persevered, I learned in 2016 that a foreclosure had been granted in Sept. 2014, a week or so before my attorneys withdrew. As I worked through the stress, my body wore down, ultimately resulting in yet another major surgery since this matter began (will be addressed by Witnesses 125, 126 & 127). The case files include a picture of me performing a difficult exercise in November 2014<sup>6</sup>, before I found out that the foreclosure had been granted without my knowledge. I expected to have been able to explain all of

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<sup>6</sup> Evidence Item 1,142. For an updated, digital list contact [StopFraud@FinFix.org](mailto:StopFraud@FinFix.org).

this at a Federal mediation or at the Discovery hearing. I was denied the opportunity to explain to the NJ mediator. I hope that I am not denied the opportunity to appear before the Federal Mediator.

### **Avoiding Successful Litigation – Defendants Flex Power and Money**

Former Federal Officials who were apparently given false information about one or more of the Defendants (documents are included in the case files, have been located and are on the witness list. None are in New Jersey. The documents that evidence their opinion are in the case files.

Former Federal Officials, who were members of the Mortgage Task Group, who worked for the SEC, DOJ, CFPB and Treasury and were familiar with details of my case, are on the witness list. (Witnesses 83, 84, 87, 88, 89, 90, 91, 92, 93, 96, 98 & 99). This includes former officials who were assigned to the DOJ investigation that was opened on my 2014 submission. The DOJ letter (Evidence Item 1026<sup>7</sup>) acknowledging this investigation is in the case files. With the exception of 1 person, all of these former Federal Officials are employed by law firms that have one or more of the Defendant as clients. None of these people live or work or practice in New Jersey.

Clearly, the State of New Jersey does not have the jurisdictional power or influence to compel cooperation from these and other witnesses who can further corroborate much of the evidence presented in my case.

One former Litton Loan employee (Witness 7), currently works for Ocwen, confirmed in a deposition that Litton Loan routinely committed mortgage fraud. This person's deposition is in the case files. At least 5 additional former Litton Loan employees who were involved in their fraudulent processes are on the Witness List (Witnesses 11, 12, 14, 31 & 39). None live or work in New Jersey.

At least 5 other people from multiple firms hired by one or more of the Defendants, who were part of improper processes or threatened my witnesses are on the witness list. None are in New Jersey.

### **Securing The Illegal Foreclosure ♦ Legal Fraud**

The illegal foreclosure that Stern & Eisenberg, under the protection of Duane Morris, was secured by presenting and filing false documents to support the fraud. Using these documents, lying to Veronica Williams, the defendant in the foreclosure, telling her that the foreclosure would not be heard until after January 2015 and engaging Williams in intensive work to keep her from learning about the

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<sup>7</sup> An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)

hearing, the Defendants' attorneys secured the illegal foreclosure. It was awarded by Judge Klein in September 2014 and signed by Judge Innes on Nov? 2014. Both actions took place without Williams' knowledge and behind her back. Williams would not learn of the foreclosure until almost 2 years later.

My investigation revealed that there should be a place or person in "south Jersey" where an illegal or poorly litigated legal action can be awarded. The award of an illegal, "uncontested" foreclosure signed by a Judge in south Jersey (Witness 65) who did not hear the case, presented in a faraway county in north Jersey begs to question the validity and integrity of this foreclosure. A viable and honest explanation without interference from colleagues may probably only be obtained through the U.S. District Court of New Jersey or another Federal Court.

Actions by the Defendants and their lawyers and others prior to September 2014 demonstrate what lawyers refer to a consciousness of guilt and premeditation. Many such actions have been presented in the case files. For this appeal, I shall focus on the dastardly acts that support all counts in the initial complaint and amended complaint.

To do so, the Defendants' employees and lawyers resorted to outright lies and fraud that is punishable by hard prison time.

### **Subterfuge Elevated & Rampant from May 2014 thru Jan 2015**

My former attorney did not allow me to review the NJ complaint before it was submitted. Not only was Ocwen omitted; Fremont was misspelled. As my counsel I accepted his explanation that these errors would not matter because I would prevail regardless.

I prepared and submitted a master amortization document to the NJ Court (Nov. 2014), the Federal government (2015) and to the Defendants attorney (2014). This document included a master, interlocked amortization schedule starting August 1983 when I purchased my home; it also included copies of all mortgage on file with Essex County at the time. Based on this information, the principal balance before Fremont was about \$35,000; after the Fremont correct mortgage the principal balance should not have exceeded \$80,000. Ocwen had a principal balance was overstated in 2011 by at least \$211,000. (Evidence Items 324 & 1064) Most importantly, the mortgage was not valid for it, was never fully executed. The Fremont mortgage in the foreclosure complaint did not have the correct, agreed upon principal, defined rate, terms and conditions.



## **Securing The Illegal Foreclosure ♦ NJ Courts Hold Hearings Without Plaintiff's Knowledge or Participation**

The person who worked for Judge Mitterhoff and told me about the hearing that was scheduled in January 2016, also told me that she threatened to fire him if he continued talking to me. He is now a lawyer and also on my witness list (Witness 74). I would learn much later that Judge Mitterhoff held another hearing without my knowledge and rules against me. So I began appealing the decisions through the NJ Appellate and Supreme Courts. Not only were my appeals denied, I was stonewalled throughout the process. When I learned that several Judges held hearings without my knowledge and ruled against me, I knew I did not stand a chance of being heard in NJ Courts. So I prepared the complaint that I filed in the U.S. District Court of New Jersey.

## **Plaintiff Fights Back – Does Civic Duty by Notifying Federal Authorities of Multistate Financial Fraud**

I am sure that I am not the only person who submitted information to the U.S. Department of Justice and other Federal Agencies. I contacted senior officials with whom I had commonality. My extensive evidence supported illegal actions for which HSBC and Goldman Sachs paid ~\$470M and ~\$5B in fines, respectively<sup>8</sup>. The information that I provided, however, was quite compelling and extensive. Fines were levied and paid just months after the DOJ investigation into my case was opened. This information is well documented in the USDCNJ Case files. It would be a travesty if I will not be allowed to be heard in either Federal or State Court.

## **Plaintiff Fights Back – Repeatedly Denied Due Process**

In an effort to reveal the fraudulent and tortious actions by the Defendants, I filed two complaints (NJ Case Docket No. ESSX L – 000081-11 & NJ Case Docket No. ESSX L – 004753-13). I was barred from or not notified of hearings by several NJ Judges. One Judge made me wonder if there was false information that induced their actions.

To her credit, Judge Mitterhoff showed real concern when she came back into the courtroom after Attorney Messinger had left. She noticed that Attorney Mitterhoff and I had a lengthy discussion after the hearing. She wanted to know if we had worked out a solution. I told her we had, now I would find out Monday if Attorney Messinger would deliver on his promise. He did not. Worse, I received a Photon type email from Attorney Seiden which *demanded 8.4 times more* than Messinger and I had agreed to. Photon emails disappear when the reader attempts to save or print it. If I had known, I

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<sup>8</sup> See USDCNJ Filing # 99 page 17, Evidence Item 444 and more.

would have taken a screen shot of the message. The first attorney's (Witness 37) promise and second attorney's (Witness 35) follow-up was a classic good cop – bad cop scam. This was the beginning of my expedited degradation of trust in the NJ Courts and Legal system. I would later learn that Mitterhoff conducted a subsequent hearing without my knowledge or attendance. I believed my only recourse was to appeal in the Appellate Court, then to the NJ Supreme Court.

My instincts tell me that Judge Mitterhoff was given false information that, coupled with Court rules that unintentionally undermine per se litigants, prevented her from ensuring that I received fair treatment. I cannot confirm that instincts without damaging Judge Mitterhoff unless she is subpoenaed in Federal Court. The same *may* be true for Cocchia & Cresitello and Klein. I cannot conceive of an explanation for Judge Innes but his response to Federal subpoena may reveal something that I could not imagine.

After several instances of legal improprieties or apparent fraud, I was stonewalled by the NJ Appellate Courts and by the NJ Governor's Office in 2014. The State of New Jersey Judicial and Executive Branches repeatedly denied me due process. The current administration was not brought into office until 2018, long after I filed my case in U.S. District Court. I shall attempt to have my case re-opened and heard by The State of New Jersey Courts.

NJ's newly elected Governor and appointed Attorney General are in the Executive Branch which is separate from the Judicial branch where my due process was repeatedly denied, I have not confidence that there has been sufficient turnover in the Legislative Branch to make sure that I am given fair and impartial proceedings. Unfortunately, I also do not believe that sufficient Legislative Branch members remain with the courage to do what's right. The reputation of unfairness amongst some NJ legal and law enforcement is long entrenched and a widely unspoken open "secret".

Of course, there are many good and honest people in law and legal. I know many of them. Several are my relatives whom I greatly admire. But the honest legal and law enforcement professionals must have the courage to put as much at risk as I have, to allow that truth to be told. Allowing my case to proceed in the USDC may help give them the courage that is needed.

**Stress Induced Medical Problems Caused by Defendants Intensify**

Witnesses 125, 126 and 127 will explain how stress imposed by the Defendants, caused the extreme health problems that I have been subject to. If necessary, I will reveal a HIPPA<sup>9</sup> protected document that Witness Z told me rules out all possible reasons for my health problems except stress.

During my deposition by Attorney Seiden, a question was presented about a date which was the first day that I was hospitalized for stress, a few years after Litton Loan's fraudulent stack began. This date is one of several comments made during my deposition that do not appear in the transcript. I received unspoken confirmations that the Court Reporter recognized meanings behind things that I said that are not included in the transcript and whose deeper meaning appear to have not been understood by the two much younger men in the room during deposition. The Court Reporter who performed the transcription during my deposition is also on my Witness list (Witness 73). The two attorneys' who were present during the deposition are also on my Witness list (Witness 34 & 35).

**Plaintiff Recognizes Legal Deceit and Stonewalling**

With all due respect to the Defendants' attorneys, I know when someone is stonewalling and trying to bait me. I have more than enough experience leading and facilitating executive meetings, legal training and arbitration experience, throughout my 62 years to recognize and thwart deception and stonewalling. See my profile in the Case file (Evidence Items 992, 994 & 995) that provide extensive validation of my background. Videotapes, audio commendations, written referrals are referenced. Confirmation is also provided by letters from colleagues provided in the Case files. I am also prepared to present numerous other witnesses who will corroborate my character and expertise. My background combined with my quest for truth, support me in the compilation, assembly and preparation of this appeal. I can present extensive written, audio, video and witness testimony to corroborate this.

My case also exposes and explains ongoing fraud made possible by past deceptive and fraud actions by the Defendants and their attorneys. Evidence and witnesses have been are included in the case files. My next filing, enclosed, is in response to a Defendant's question and includes another evidence item.

I have analyzed this matter extensively and conducted thorough investigations to compile evidence that corroborates my charges against the Defendants. Other witnesses will attest to:

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<sup>9</sup> Health Insurance Portability and Accountability Act of 1996

- A propensity of the Defendants for breaking laws to perpetuate this fraud
- Defendants use of “excessive persuasion” to obtain information to which they are not entitled
- And more

14 years fighting this injustice has honed a new set of legal and investigative expertise. The Plaintiff's financial and operations expertise has been sharpened further. Highlights of a cross section that has been uncovered and presented to the Court may be found in Case Files and summaries downloaded at:

<http://www.fifix.org/Case-Summary.html>,

<http://www.fifix.org/Fraud-Timeline.html> ,

<http://www.fifix.org/Williams-v-BigBanks.pdf> ,

Case Filing #99 [Court Filing](#) [Clear-Document](#)

or you may peruse [www.FinFix.org](http://www.FinFix.org).

### **Plaintiff Wants To Be Heard**

As a business owner and arbitrator, I believe in reaching a win-win resolution over trial. Always (see <http://www.makeitwin-win.com>). All parties, however, must come to the table in good faith. The Defendants have failed to do so. The State of New Jersey as supported the Defendants, hopefully by only a few employees, in their avoidance of legal recourse available to this Plaintiff. Given past acts, I am more than willing to mediation but, given past acts, only with an appropriate officer of the Court present or facilitating. The mediation that I expected from the State of New Jersey, and to which I was entitled, was never held. Yes, this Plaintiff was duped by attorneys on both sides. They proceeded with deceptive acts in an effort to steal the property in which I have invested over \$1M over 36 years. Their success shut down my ability to earn a living and consumed my retirement. So I, of course, fought back.

**Federal Statutes That Support USDCNJ Jurisdiction.** Upon reading the Opinion, I realize that I did not tie the reasons that this case should be heard in the U.S. District Court of New Jersey back to the law. I could not find a law that justified removal of a case to Federal Court from State Court due to denial of due process by the State Courts. I did find laws that supported the removal of my case to Federal Court. So I will attempt to extract filed information that is relevant to these laws.

## Diversity Jurisdiction

Diversity jurisdiction is codified at [28 U.S.C. § 1332](#)

The Defendants' headquarters are all located in states *other than* New Jersey. Virtually all witnesses are in states other than New Jersey; many are far away in California, Texas and Florida. ☐

|   |                                      |
|---|--------------------------------------|
| HSBC headquarters in NY                                       | Litton Loan headquarters in TX & FL  |
| Goldman Sachs headquarters in NY                              | Ocwen headquarters in FL             |
| Fremont headquarters was in CA, it's assets are managed in MD | Stern & Eisenberg headquarters in PA |

Fair and proper litigation of this case is beyond the jurisdiction of New Jersey. This case, therefore, should be tried in Federal Court to comply with Diversity Jurisdiction.

## SUPPORTING CASE LAW:

*Maine v. Thiboutot* in 1980, the Supreme Court ruled that Section 1983 actions were not limited to civil rights laws, but also extended to **violations of all federal laws**, such as alleged discrimination in state implementation of federal programs like Medicare and Medicaid.

(SOURCE: <https://www.fjc.gov/history/courts/jurisdiction-federal-question>)

*Held:*

1. Title 42 U.S.C. 1983 - which provides that anyone who, under color of state statute, regulation, or custom deprives another of any rights, privileges, or immunities **"secured by the Constitution and laws" shall be liable to the injured party - encompasses claims based on purely statutory violations of federal law**, such as respondents' state-court claim that petitioners had deprived them of welfare benefits to which they were entitled under the federal Social Security Act. Given that Congress attached no modifiers to the phrase "and laws," the plain language of the statute embraces respondents' claim, and even were the language ambiguous this Court's earlier decisions, including cases involving Social Security Act claims, explicitly or implicitly suggest that the 1983 remedy broadly encompasses violations of federal statutory as well as constitutional law. Cf., e. g., *Rosado v. Wyman*, [397 U.S. 397](#); *Edelman v. Jordan*, [415 U.S. 651](#); *Monell v. New York City Dept. of Social Services*, [436 U.S. 658](#). Pp. 4-8. (SOURCE: <https://caselaw.findlaw.com/us-supreme-court/448/1.html> )

## Federal Question Jurisdiction

Federal question jurisdiction is codified at [28 U.S.C. § 1331](#)

This case not only demands a contested federal issue (see Amendment Filed 3/1/18), it is a substantial one. This Plaintiff fervently believes that rampant financial fraud is a major reason for New Jersey ranking #1 and #2 in foreclosures in the United States. This is well evidenced throughout the case files, USDCNJ Filing #99 and in several Evidence Items).

## SUPPORTING CASE LAW:

*Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

Article titled "Issues in Subprime Litigation: Removal Despite Lack of Federal Claims By: Travis P. Nelson" asserted **"Any civil action brought in state court may be removed by the defendant to the federal district court in the district where such action is pending, if the district court would have original jurisdiction over the matter."**<sup>6</sup> " In support of this statement Nelson cited 28 U.S.C. § 1441(a); *Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

**SELECT FILINGS IN U.S. DISTRICT COURT OF NEW JERSEY CASE NO. 2:16-vs-05301**

| USDCNJ<br>FILING NO. | RELEVANT INFO<br>CATEGORY | TITLE   | DOWNLOAD<br>LINK           |
|----------------------|---------------------------|---|----------------------------|
| <b>26</b>            | 1-2 Strategy              | RESPONSE TO TWO BRIEFINGS IN OPPOSITION REPRESENTING ALL DEFENDANTS   | <a href="#">CLICK HERE</a> |
| <b>27</b>            | 1-2 Strategy              | SUPPLEMENT TO MOTION FOR DEFAULT JUDGMENT   | <a href="#">CLICK HERE</a> |
| <b>33</b>            | Per Se Effort             | RESPONSE TO STERN & EISENBERG'S MOTION TO DISMISS   | <a href="#">CLICK HERE</a> |
| <b>37</b>            | Per Se Effort             | RESPONSE TO REQUEST FOR CASE UPDATE From Federal Agency   | <a href="#">CLICK HERE</a> |
| <b>38</b>            | Deny Due Process          | NEW JERSEY RELEASES NEW CASE FILES:   | <a href="#">CLICK HERE</a> |
| <b>39</b>            | Deny Due Process          | NEW JERSEY CONTINUES TO DENY DUE PROCESS  | <a href="#">CLICK HERE</a> |
| <b>40</b>            | Legal Fraud               | FORECLOSURE CASE FILE LADEN WITH FRAUDULENT AND ERRONEOUS INFORMATION   | <a href="#">CLICK HERE</a> |
| <b>41</b>            | Legal Fraud               | FORECLOSURE:COMPLAINT, MORTGAGE & CERTIFIED FILES ARE FRAUDULENT  | <a href="#">CLICK HERE</a> |
| <b>42</b>            | Deny Due Process          | STATE OF NEW JERSEY MAY BE ADDED AS DEFENDANT   | <a href="#">CLICK HERE</a> |
| <b>45</b>            | <b>Per Se Effort</b>      | AMENDED COMPLAINT AND JURY DEMAND   | <a href="#">CLICK HERE</a> |
| <b>56</b>            | Deny Due Process          | PLAINTIFF NOTIFIES NJ SUPREME COURT OF FRAUD  | <a href="#">CLICK HERE</a> |
| <b>57</b>            | Legal Fraud               | ADDITIONAL EVIDENCE OF FRAUDULENT MORTGAGE  | <a href="#">CLICK HERE</a> |
| <b>58</b>            | Legal Fraud               | STATE OF NEW JERSEY FORECLOSURE CASE FILES  | <a href="#">CLICK HERE</a> |
| <b>68</b>            | <b>Per Se Effort</b>      | SEEK MEDIATION OR TRIAL IN COMING MONTHS  | <a href="#">CLICK HERE</a> |
| <b>77</b>            | <b>Per Se Effort</b>      | MOTION TO DISMISS IS NOT JUSTIFIED  | <a href="#">CLICK HERE</a> |
| <b>78</b>            | <b>Per Se Effort</b>      | MOTION TO ADD COUNT: FALSE INDUCEMENT TO INACTION   | <a href="#">CLICK HERE</a> |
| <b>81</b>            | <b>Per Se Effort</b>      | UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS  | <a href="#">CLICK HERE</a> |
| <b>84</b>            | <b>Per Se Effort</b>      | PLAINTIFF'S EFFORT TO CONTAIN FRAUD ASSOCIATED COSTS  | <a href="#">CLICK HERE</a> |
| <b>85</b>            | <b>Per Se Effort</b>      | MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT ♦ PLAINTIFF REQUESTS COUNT'S LEAVE TO ADD NEW COUNT                                    | <a href="#">CLICK HERE</a> |
| <b>3/1/2018</b>      | <b>Per Se Effort</b>      | AMENDED COMPLAINT AND JURY DEMAND   | <a href="#">CLICK HERE</a> |
| <b>90</b>            | Per Se Support            | Character Letter from A. Engel  | <a href="#">CLICK HERE</a> |
| <b>91</b>            | Per Se Support            | Character Letter from J. Sulak  | <a href="#">CLICK HERE</a> |
| <b>94</b>            | Per Se Support            | Character Letter from Elizabeth Hull  | <a href="#">CLICK HERE</a> |
| <b>97</b>            | Per Se Support            | Character Letter from J. Mitrano  | <a href="#">CLICK HERE</a> |
| <b>98</b>            | Per Se Support            | Character Letter from M. Pappas   | <a href="#">CLICK HERE</a> |
| <b>99</b>            | <b>Per Se Effort</b>      | OPPOSITION FILED BY DUANE MORRIS AND STERN & EISENBERG OUTWEIGHED BY FACTS AND COURT RULES AND LAW                                  | <a href="#">CLICK HERE</a> |
| <b>101</b>           | Per Se Support            | Character Letter from D. Doyle  | <a href="#">CLICK HERE</a> |
| <b>107</b>           | <b>Per Se Effort</b>      | PLAINTIFF PROPOSAL TO DEFENDANTS TO DELAY SALE OF HER HOME UNTIL AFTER TRIAL  | <a href="#">CLICK HERE</a> |
| <b>109</b>           | <b>Per Se Effort</b>      | PLAINTIFF READY TO PROCEED: BURDEN OF EVICTION ON DEMAND; HEALTH UPDATE; PREVIEW OF TRIAL PLAN Filing <a href="#">#109 Original</a> | <a href="#">CLICK HERE</a> |
| <b>110</b>           | <b>Per Se Effort</b>      | TRIAL SEQUENCE & INDEX  | <a href="#">CLICK HERE</a> |
| <b>115</b>           | <b>Per Se Effort</b>      | Plaintiff Provides New Dates to Help Avoid Scheduling Conflicts   | <a href="#">CLICK HERE</a> |

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

Full Caption in District Court:

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

(Veronica A. Williams)

Judge:

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

**Notice of Appeal to the  
U.S. Court of Appeals for the  
Third Circuit**

Notice is hereby given that Veronica A. Williams  
(Named Party)

appeals to the United States Court of Appeals for the Third Circuit from

[ ] Judgment, [X] Order, [ ] Other \_\_\_\_\_  
(Specify)

of the United States District Court, District of New Jersey, entered in this action on

Dec. 17, 2018  
(Date)

Dated: December 28, 2018

Veronica A. Williams  
Appellant

541 Scotland Road  
Street

South Orange, NJ 07079  
City, State, Zip

202-486-4565  
Telephone

**SEPARATOR**  
**PAGE**



TO DOWNLOAD DIGITAL COPY

[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

December 28, 2018

Clerk  
United States District Court of New Jersey  
Martin Luther King Jr. Federal Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102-3595

Subject: Appeal Order to Dismiss USDC NJ, 2:16-cv-05301-ES-JAD  
*Veronica A. Williams v. Litton Loan Servicing, et al.*

Dear Court,

My appeal is enclosed. While I did not receive the response that I had anticipated, I do thank the Court and Judge Salas for providing a clear and candid response to my complaint. This is the first time<sup>1</sup> since 2005 that I feel I am being treated with honesty and respect. I am truly grateful and glad to receive the fair treatment that I expect from our Justice system.

I shall give my perspective on some of the details in the Opinion and highlight other facts that I feel should be relevant. I pray that the law will allow the U.S. Courts to provide a forum to tell the full truth in this matter. I trust that the appeals process will give us all the clarity of substance and courage to do what is right and morally sound, within the confines of the law, of course.

I shall also cast some of the information presented in the Case Files in terms of the laws that support this case being heard in Federal Court.

My story has been told. All that remains is how this matter ends. Those interested in my plight have agreed to wait on resolutions reached after seeking Court intervention. It is my sincere desire that this injustice ends with a fair and constitutionally compliant solution facilitated by our Federal or State Courts.

I realize that Court rules may have prohibited the review of the interactive timeline prepared for and referenced in Filing [#99](#). A clearer version of USDCNJ Filing [#99](#)<sup>2</sup> may be viewed at <http://www.finfix.org/Williams-v-BigBanks.pdf>. This filing included a thumb drive with all documents including those that could not be printed. Since the interactive time line is a highly efficient, information packed tool, I have included a digital version on the thumb drive enclosed with this appeal. The same timeline can be viewed at <http://www.finfix.org/Fraud-Timeline.html>. It can also be viewed on the enclosed thumb drive by opening the "FinFix\_site" folder and typing or clicking on

<sup>1</sup> With the exception of hearings presided over by Judge Rothschild (2011), Judge Carey (2014) & U.S. Magistrate Judge Dickson (2018).

<sup>2</sup> Note that Plaintiff, in error, wrote DOJ issued cease & desist order. FDIC issued the cease & desist order (see p. 3 of Filing [#99](#)).

"Fraud-Timeline.html" after opening the thumb drive on a WINDOWS personal computer. One of the paths along this timeline explains how the fraudulent foreclosure was gained in a deceptive process that evaded legal and financial protocol:

| DATE       | ACTION from May 2014 – Jan 2015 see <a href="http://www.fifix.org/Fraud-Timeline.html">http://www.fifix.org/Fraud-Timeline.html</a> |
|------------|---|
| July 2014  | <u>Mediation NOT Scheduled</u> per Court  |
| Sept. 2014 | <u>Seiden &amp; Denbeaux Give Fake Document – Denbeaux Withdraws</u>  |
| Sept. 2014 | Foreclosure Awarded Unbeknownst To Plaintiff  |
| Oct. 2014  | <u>Plaintiff's Deposition – asked Seiden For Copy Of Mortgage</u>   |
| Nov. 2014  | Defendants are NO SHOW in Court   |
| Jan. 2015  | Plaintiff Wins Hearing – Duane Morris Attorney(#37) Promises \$35K Mortgage   |
| Mar. 2015  | <u>Duane Morris Reneges On Mortgage</u>   |

Information that I plan to present at our Discovery meeting includes:

- People With The Most to Lose From Case Information (provided on a need to know basis only)
- Sample Interrogatory – 94 interrogatories are ready for Discovery (1 interrogatory attached)
- Minimum Evidence & Plan to reduce massive financial fraud (Filing [#109](#) with names & detail)
- Highlights of Key Evidence Items (1,132 total items)

Since the Defendants' attorney have participated in the fraud and are duty bound to "represent Defendants to the best of their ability. I am only willing to reveal case details with an appropriately assigned person. After being denied due process for 6 years by the NJ Courts, this Plaintiff has no confidence of undergoing a fair and open legal process in New Jersey. To achieve fairness and use our Federal jurisdiction to bring a full attack on the financial fraud in our State, I shall ask the NJ Courts to agree to the removal of this case to Federal Court (letter enclosed).

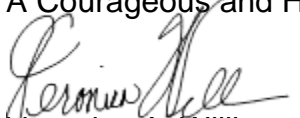
In the spirit of full disclosure, this document is being sent to the NJ Courts. Being denied due process allowed an illegal foreclosure to be awarded. Financial fraud is systemic in NJ. This Plaintiff's story has been shared with a limited audience and promises a fair and equitable solution through our Court system. If the Courts cannot bring the Defendants to the table and facilitate a solution that is fair for this Plaintiff and helps protect U.S. homeowners from fraud, then I ask the Courts to allow a fair and open trial.

**To The Federal & State Courts of New Jersey:**

*How can our Legal and Law Enforcement Officials expect people to take risks to report crimes if we are not protected **or even heard** ? It is our civic and moral duty to hear those who are courageous enough to expose wrongdoings.*

**He who does not punish evil commands it to be done. ~ Leonardo da Vinci**

A Courageous and Hopeful Citizen & Plaintiff,

  
Veronica A. Williams

attachment – Appeal of Court's Dismissal Order

THIS DOCUMENT MAY BE DOWNLOADED AT  
[http://finfix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://finfix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)

**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

UNITED STATES FEDERAL COURT

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

**APPEAL OF DISMISAL ORDER**

**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

**APPEAL OF DISMISSAL ORDER**

**Case Filings Explained More & Evidence Submitted Cast In Federal Laws**

**Summary**

The fraudulent legal action began in 2009 but did not conclude until the State of New Jersey – against the desire of the Defendants – released the fraudulent mortgage in 2017. USDCNJ Complaint 2:16-sv-05301 was filed in August 2016 in full anticipation of being able to prove the foreclosure to the understanding and acceptance of the legal audience through mediation or, if necessary, at trial. The fraudulent document was likely not filed with New Jersey's Essex County Hall of Records until the spring of 2014. The **fraud was not consummated** until the Defendant's attorneys presented the fraudulent mortgage document to the NJ Court in September 2014 and received a foreclosure.

**Attorneys & Judges Owe Plaintiff an Explanation**

At a minimum, three Attorneys: Witness 25, Witness 35 and Witness 33 should explain why they submitted fraudulent legal documents to protect the Defendants. This Attorney (Witness 25) should explain why he signed a false document and other Stern & Eisenberg attorneys (Witnesses 33 – 36 & X) should explain why they condoned false documents filed with the NJ Courts.

Also NJ Judges (Witness 62, Witness 64, Witness 65, Witness 69 and Witness 70) should explain why they conducted legal hearings or made legal decisions without the knowledge or presence of Veronica Ann Williams.

### **Creating The Fraudulent Mortgage – Defendants Attempted The Impossible**

When I pointed out to Litton Loan that the agreement that I signed did not support their proposed monthly payment, they offered to fix it by doing a modification. My agreement supported an amortization with a monthly payment that was about half of the amount that I was paying, and that no mortgage had been filed as required by NJ State law, they agreed to fix the error by Fremont. I was certain that is why the first law firm hired to secure a foreclosure, agreed to reverse it. Little did I know that Litton Loan was preparing to hire a law firm that would commit additional fraud to secure an illegal foreclosure. When I began to challenge their attempt to coerce me into signing and agreeing to a different principal, defined rate, terms and conditions, the holder of Litton Loan's note, HSBC, hired a top 50 law firm to protect their illegal attempts and sow further fraud and deception. I learned about a year after the illegal foreclosure, around 2015, about a year after it was awarded. I immediately began preparing to file my complaint in U.S. District Court.

I never received a fully executed mortgage, modification or any type of financial agreement from Fremont or Litton Loan. A fully executed proper financial agreement must have a principal amount, defined rate, term and conditions. From these items, a monthly payment can be calculated. Fremont and Litton Loan attempted to pass off monthly payments that only supported double the principal balance, half the term or grossly inflated and improperly defined interest rates.

Trying to sell a loan based on the monthly payment alone is one of the oldest tricks of dastardly, conniving financial salespeople. Good, honest salespeople and financiers know better. I learned this at a very young age from my father. I watched him unpack complex amortization formulas in real time during financial negotiations. It was at that moment that I decided I would learn to do complex calculations in my head and think quickly and with the sharp wit of my father. From that point I paid rapt attention to my father and learned under his tutelage so I could become excellent like him. I went on to earn degrees and build a career that is grounded in finance.

My father negotiated a low purchase price, then financed with the U.S. Military Credit Union. I learned later that he saved thousands of dollars. He brilliantly avoided the trap that the sales team was trying to set, smoothly and left with a written commitment from the sellers with a defined

purchase price that was not tied to financing they offered. I observed the value of highly skilled, lightning fast intellect that day.

So 40 years later, Fremont and Litton Loan did not have a chance of getting me to agree to a monthly payment not based on the principal, defined interest rate, term and conditions that was had agreed to.

In USDCNJ<sup>3</sup> Filing #41 I explain why the mortgage included in the foreclosure complaint with the stated interest rate and term defies common sense. I also explain why it is preposterous to believe that I would sign such a document (see USDCNJ Filings #38, 39, 40 & 42). Please recall, that I was not able to see the mortgage document or even the foreclosure file until early 2017. I expect that access to the FDIC information supporting the cease and desist order against Fremont will confirm that such a mortgage was not legally issued nor was it condemned by Fremont. It will not be difficult to find other bankers who concur unless they fear retribution from Goldman Sachs or HSBC.

I was acting in good faith with Litton Loan and Fremont. I knew their failure to provide a proper loan agreement was a Federal offense that would lead to hard prison time. I let them know that I would not accept anything short of a legal, properly fully executed agreement. They committed to provide just that. I paid the agreed upon terms, etc. and only stopped when each firm failed to provide the fully executed proper physical contract that we had verbally agreed upon. The illegal foreclosure was rescinded. Another law firm (Witness #149) would not play the illegal game. So the Defendants hired Stern & Eisenberg. I have identified at least 9-16 attorneys – 10 % of their staff – who signed or lent their names to documents containing false information that were filed with the State of New Jersey Foreclosure Case. (NJ Case Docket No. F – 000839-13).

After Fremont's failed attempt to send me a fully executed copy of the correct contract that I agreed to and signed myself. I saved the document transmitted to me and noted the names of everyone involved in the mortgage creation and execution process. A copy of the agreement that they attempted to convince me to accept is in the case files. I have also located 7 people who were involved in the Fremont mortgage process. Most of these people live in California and a couple are in New York.

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<sup>3</sup> The United States District Court of New Jersey, Newark, NJ

**Creating The Fraudulent Mortgage – Defendants Fear Prison**

The Federal government was conducting a thorough investigation of Fremont's finances and operations. Fremont employees were already afraid of losing their jobs. Some realized they were also vulnerable to prosecution and even prison. FDIC imposed a cease and desist order. The Fremont employees who created the fraud on my account, and those employees who covered it up, hold jobs today – most in the financial services industry. It appears that they may have learned their lessons. I know at least 2 of these Former Fremont employees are afraid of being exposed. If my case is forced to trial, I believe their identities should be concealed. More lives need not be destroyed. Although these Fremont employees and a few former Litton Loan employees (Witnesses # 11, 12, 14, 18, 31 & 38) laid the groundwork for the fraud perpetrated by HSBC, Goldman Sachs, Litton Loan and Ocwen in 2014, I believe in forgiveness. The Defendants who caused and supported the illegal acts that caused this Plaintiff so much harm, however, should pay damages.

**Creating The Fraudulent Mortgage – Defendants Resorted to Improper Acts**

The mortgage in the Foreclosure file is not the document that I signed. An original copy of the document that I signed is in the USDCNJ Case file and was sent to me from Fremont Headquarters in California. I do not know how my name was forged on the document but I have included the former Fremont employees involved in the deception, others who were unwittingly drawn in, and others whose signatures were on the false document. (Witnesses 3, **19**, 20). A notary was not present when I signed my mortgage nor was the attorney present, whose signatures are on the document. The notary and the attorney are listed as witnesses (Witness 8 and 20). The attorney who signed was reprimanded<sup>4</sup> in 2015 by the State of New Jersey for doing something quite similar to another homeowner. He and his wife (Witness 21) have been known by my community for many years. His wife and stepson (Witness 22) run title companies<sup>5</sup>; could they have enabled the late filing of the fraudulent mortgage?

I was stunned when the Defendants' attorney showed me the fraudulent mortgage during my deposition. I said the signature looked like mine but I did not recognize the document. I asked for a copy so that I could ask the former Fremont employee how this happened. He has been referred by a long-time friend so I know I could find him. I didn't know if the forgery and switch was done by the former Fremont employee in New Jersey or at their California headquarters. I wanted to find out who was responsible so that I could lodge my charge against the responsible party. So I tracked down the

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<sup>4</sup> See USDCNJ Filing #99 page 34, footnote 85. [Click to view.](#)

<sup>5</sup> See USDCNJ Filing #99 page p. 110 [Click to view.](#)

former Fremont employee to whom I was referred and spoke with him. After a conversation, reviewing my notes and reflecting back on that time, I realized the person to whom I was referred was responsible for *forging my signature and switching pages*, and the Fremont employees in California were responsible for covering it up. I have found most of them and they are listed as Witnesses (Witnesses 1, 2 and 3). People who were unwittingly brought into this process are Witnesses 4, 5 & 6.

Such fraud may underlie the reason that the FDIC issued Fremont a Cease and desist order. This is addressed and presented in the USDCNJ Case files. Despite my FOIA requests, the FDIC has not provided any information beyond their press release.

The former Fremont employees from their California Headquarters told me that the mortgage document had been given to the affiliate and funds transferred but she could fix it by having another copy signed so that she could submit it as a modification. Since it was only a few months the extra interest expense was minimal so I agreed. I sent her the newly signed mortgage document. She never sent back the corrected document so I stopped paying to firmly communicate that I did not agree to the principal, defined interest rate, terms and conditions that supported the monthly payment amount. I also wanted to push her to send me the correct information as soon as possible. The next thing I knew, Fremont was out of business!

The Defendants' attorney who was not deposing me promised to get me a copy of the fraudulent mortgage and the attorney from the law firm who attended the deposition assured me that I would get a copy. (Witnesses 34 & 35). I never got the copy. Instead, the Defendants' attorney and another attorney from my former law firm, sent me another fraudulent legal document (copy in the USDCNJ Case files) that had a January 2015 hearing date and was stamped by the NJ Court. It looked official to me. I was assured that the foreclosure was on hold until after January; a couple of months later my attorney withdrew from my case. I proceeded per se. I learned when I attended the Nov. 2014 hearing that it had not been postponed and the Judge presiding over the hearing told me that the document signed by both attorneys was "just a piece of paper". As I persevered, I learned in 2016 that a foreclosure had been granted in Sept. 2014, a week or so before my attorneys withdrew. As I worked through the stress, my body wore down, ultimately resulting in yet another major surgery since this matter began (will be addressed by Witnesses 125, 126 & 127). The case files include a picture of me performing a difficult exercise in November 2014<sup>6</sup>, before I found out that the foreclosure had been granted without my knowledge. I expected to have been able to explain all of

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<sup>6</sup> Evidence Item 1,142. For an updated, digital list contact [StopFraud@FinFix.org](mailto:StopFraud@FinFix.org).

this at a Federal mediation or at the Discovery hearing. I was denied the opportunity to explain to the NJ mediator. I hope that I am not denied the opportunity to appear before the Federal Mediator.

### **Avoiding Successful Litigation – Defendants Flex Power and Money**

Former Federal Officials who were apparently given false information about one or more of the Defendants (documents are included in the case files, have been located and are on the witness list. None are in New Jersey. The documents that evidence their opinion are in the case files.

Former Federal Officials, who were members of the Mortgage Task Group, who worked for the SEC, DOJ, CFPB and Treasury and were familiar with details of my case, are on the witness list. (Witnesses 83, 84, 87, 88, 89, 90, 91, 92, 93, 96, 98 & 99). This includes former officials who were assigned to the DOJ investigation that was opened on my 2014 submission. The DOJ letter (Evidence Item 1026<sup>7</sup>) acknowledging this investigation is in the case files. With the exception of 1 person, all of these former Federal Officials are employed by law firms that have one or more of the Defendant as clients. None of these people live or work or practice in New Jersey.

Clearly, the State of New Jersey does not have the jurisdictional power or influence to compel cooperation from these and other witnesses who can further corroborate much of the evidence presented in my case.

One former Litton Loan employee (Witness 7), currently works for Ocwen, confirmed in a deposition that Litton Loan routinely committed mortgage fraud. This person's deposition is in the case files. At least 5 additional former Litton Loan employees who were involved in their fraudulent processes are on the Witness List (Witnesses 11, 12, 14, 31 & 39). None live or work in New Jersey.

At least 5 other people from multiple firms hired by one or more of the Defendants, who were part of improper processes or threatened my witnesses are on the witness list. None are in New Jersey.

### **Securing The Illegal Foreclosure ♦ Legal Fraud**

The illegal foreclosure that Stern & Eisenberg, under the protection of Duane Morris, was secured by presenting and filing false documents to support the fraud. Using these documents, lying to Veronica Williams, the defendant in the foreclosure, telling her that the foreclosure would not be heard until after January 2015 and engaging Williams in intensive work to keep her from learning about the

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<sup>7</sup> An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)



hearing, the Defendants' attorneys secured the illegal foreclosure. It was awarded by Judge Klein in September 2014 and signed by Judge Innes on Nov? 2014. Both actions took place without Williams' knowledge and behind her back. Williams would not learn of the foreclosure until almost 2 years later.

My investigation revealed that there should be a place or person in "south Jersey" where an illegal or poorly litigated legal action can be awarded. The award of an illegal, "uncontested" foreclosure signed by a Judge in south Jersey (Witness 65) who did not hear the case, presented in a faraway county in north Jersey begs to question the validity and integrity of this foreclosure. A viable and honest explanation without interference from colleagues may probably only be obtained through the U.S. District Court of New Jersey or another Federal Court.

Actions by the Defendants and their lawyers and others prior to September 2014 demonstrate what lawyers refer to a consciousness of guilt and premeditation. Many such actions have been presented in the case files. For this appeal, I shall focus on the dastardly acts that support all counts in the initial complaint and amended complaint.

To do so, the Defendants' employees and lawyers resorted to outright lies and fraud that is punishable by hard prison time.

### **Subterfuge Elevated & Rampant from May 2014 thru Jan 2015**

My former attorney did not allow me to review the NJ complaint before it was submitted. Not only was Ocwen omitted; Fremont was misspelled. As my counsel I accepted his explanation that these errors would not matter because I would prevail regardless.

I prepared and submitted a master amortization document to the NJ Court (Nov. 2014), the Federal government (2015) and to the Defendants attorney (2014). This document included a master, interlocked amortization schedule starting August 1983 when I purchased my home; it also included copies of all mortgage on file with Essex County at the time. Based on this information, the principal balance before Fremont was about \$35,000; after the Fremont correct mortgage the principal balance should not have exceeded \$80,000. Ocwen had a principal balance was overstated in 2011 by at least \$211,000. (Evidence Items 324 & 1064) Most importantly, the mortgage was not valid for it, was never fully executed. The Fremont mortgage in the foreclosure complaint did not have the correct, agreed upon principal, defined rate, terms and conditions.

## **Securing The Illegal Foreclosure ♦ NJ Courts Hold Hearings Without Plaintiff's Knowledge or Participation**

The person who worked for Judge Mitterhoff and told me about the hearing that was scheduled in January 2016, also told me that she threatened to fire him if he continued talking to me. He is now a lawyer and also on my witness list (Witness 74). I would learn much later that Judge Mitterhoff held another hearing without my knowledge and rules against me. So I began appealing the decisions through the NJ Appellate and Supreme Courts. Not only were my appeals denied, I was stonewalled throughout the process. When I learned that several Judges held hearings without my knowledge and ruled against me, I knew I did not stand a chance of being heard in NJ Courts. So I prepared the complaint that I filed in the U.S. District Court of New Jersey.

## **Plaintiff Fights Back – Does Civic Duty by Notifying Federal Authorities of Multistate Financial Fraud**

I am sure that I am not the only person who submitted information to the U.S. Department of Justice and other Federal Agencies. I contacted senior officials with whom I had commonality. My extensive evidence supported illegal actions for which HSBC and Goldman Sachs paid ~\$470M and ~\$5B in fines, respectively<sup>8</sup>. The information that I provided, however, was quite compelling and extensive. Fines were levied and paid just months after the DOJ investigation into my case was opened. This information is well documented in the USDCNJ Case files. It would be a travesty if I will not be allowed to be heard in either Federal or State Court.

## **Plaintiff Fights Back – Repeatedly Denied Due Process**

In an effort to reveal the fraudulent and tortious actions by the Defendants, I filed two complaints (NJ Case Docket No. ESSX L – 000081-11 & NJ Case Docket No. ESSX L – 004753-13). I was barred from or not notified of hearings by several NJ Judges. One Judge made me wonder if there was false information that induced their actions.

To her credit, Judge Mitterhoff showed real concern when she came back into the courtroom after Attorney Messinger had left. She noticed that Attorney Mitterhoff and I had a lengthy discussion after the hearing. She wanted to know if we had worked out a solution. I told her we had, now I would find out Monday if Attorney Messinger would deliver on his promise. He did not. Worse, I received a Photon type email from Attorney Seiden which *demanded 8.4 times more* than Messinger and I had agreed to. Photon emails disappear when the reader attempts to save or print it. If I had known, I

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<sup>8</sup> See USDCNJ Filing # 99 page 17, Evidence Item 444 and more.

would have taken a screen shot of the message. The first attorney's (Witness 37) promise and second attorney's (Witness 35) follow-up was a classic good cop – bad cop scam. This was the beginning of my expedited degradation of trust in the NJ Courts and Legal system. I would later learn that Mitterhoff conducted a subsequent hearing without my knowledge or attendance. I believed my only recourse was to appeal in the Appellate Court, then to the NJ Supreme Court.

My instincts tell me that Judge Mitterhoff was given false information that, coupled with Court rules that unintentionally undermine per se litigants, prevented her from ensuring that I received fair treatment. I cannot confirm that instincts without damaging Judge Mitterhoff unless she is subpoenaed in Federal Court. The same *may* be true for Cocchia & Cresitello and Klein. I cannot conceive of an explanation for Judge Innes but his response to Federal subpoena may reveal something that I could not imagine.

After several instances of legal improprieties or apparent fraud, I was stonewalled by the NJ Appellate Courts and by the NJ Governor's Office in 2014. The State of New Jersey Judicial and Executive Branches repeatedly denied me due process. The current administration was not brought into office until 2018, long after I filed my case in U.S. District Court. I shall attempt to have my case re-opened and heard by The State of New Jersey Courts.

NJ's newly elected Governor and appointed Attorney General are in the Executive Branch which is separate from the Judicial branch where my due process was repeatedly denied, I have not confidence that there has been sufficient turnover in the Legislative Branch to make sure that I am given fair and impartial proceedings. Unfortunately, I also do not believe that sufficient Legislative Branch members remain with the courage to do what's right. The reputation of unfairness amongst some NJ legal and law enforcement is long entrenched and a widely unspoken open "secret".

Of course, there are many good and honest people in law and legal. I know many of them. Several are my relatives whom I greatly admire. But the honest legal and law enforcement professionals must have the courage to put as much at risk as I have, to allow that truth to be told. Allowing my case to proceed in the USDC may help give them the courage that is needed.

**Stress Induced Medical Problems Caused by Defendants Intensify**

Witnesses 125, 126 and 127 will explain how stress imposed by the Defendants, caused the extreme health problems that I have been subject to. If necessary, I will reveal a HIPPA<sup>9</sup> protected document that Witness Z told me rules out all possible reasons for my health problems except stress.

During my deposition by Attorney Seiden, a question was presented about a date which was the first day that I was hospitalized for stress, a few years after Litton Loan's fraudulent stack began. This date is one of several comments made during my deposition that do not appear in the transcript. I received unspoken confirmations that the Court Reporter recognized meanings behind things that I said that are not included in the transcript and whose deeper meaning appear to have not been understood by the two much younger men in the room during deposition. The Court Reporter who performed the transcription during my deposition is also on my Witness list (Witness 73). The two attorneys' who were present during the deposition are also on my Witness list (Witness 34 & 35).

**Plaintiff Recognizes Legal Deceit and Stonewalling**

With all due respect to the Defendants' attorneys, I know when someone is stonewalling and trying to bait me. I have more than enough experience leading and facilitating executive meetings, legal training and arbitration experience, throughout my 62 years to recognize and thwart deception and stonewalling. See my profile in the Case file (Evidence Items 992, 994 & 995) that provide extensive validation of my background. Videotapes, audio commendations, written referrals are referenced. Confirmation is also provided by letters from colleagues provided in the Case files. I am also prepared to present numerous other witnesses who will corroborate my character and expertise. My background combined with my quest for truth, support me in the compilation, assembly and preparation of this appeal. I can present extensive written, audio, video and witness testimony to corroborate this.

My case also exposes and explains ongoing fraud made possible by past deceptive and fraud actions by the Defendants and their attorneys. Evidence and witnesses have been are included in the case files. My next filing, enclosed, is in response to a Defendant's question and includes another evidence item.

I have analyzed this matter extensively and conducted thorough investigations to compile evidence that corroborates my charges against the Defendants. Other witnesses will attest to:

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<sup>9</sup> Health Insurance Portability and Accountability Act of 1996

- A propensity of the Defendants for breaking laws to perpetuate this fraud
- Defendants use of “excessive persuasion” to obtain information to which they are not entitled
- And more

14 years fighting this injustice has honed a new set of legal and investigative expertise. The Plaintiff's financial and operations expertise has been sharpened further. Highlights of a cross section that has been uncovered and presented to the Court may be found in Case Files and summaries downloaded at:

<http://www.fifix.org/Case-Summary.html>,

<http://www.fifix.org/Fraud-Timeline.html> ,

<http://www.fifix.org/Williams-v-BigBanks.pdf> ,

Case Filing #99 [Court Filing](#) [Clear-Document](#)

or you may peruse [www.FinFix.org](http://www.FinFix.org).

### **Plaintiff Wants To Be Heard**

As a business owner and arbitrator, I believe in reaching a win-win resolution over trial. Always (see <http://www.makeitwin-win.com>). All parties, however, must come to the table in good faith. The Defendants have failed to do so. The State of New Jersey as supported the Defendants, hopefully by only a few employees, in their avoidance of legal recourse available to this Plaintiff. Given past acts, I am more than willing to mediation but, given past acts, only with an appropriate officer of the Court present or facilitating. The mediation that I expected from the State of New Jersey, and to which I was entitled, was never held. Yes, this Plaintiff was duped by attorneys on both sides. They proceeded with deceptive acts in an effort to steal the property in which I have invested over \$1M over 36 years. Their success shut down my ability to earn a living and consumed my retirement. So I, of course, fought back.

**Federal Statutes That Support USDCNJ Jurisdiction.** Upon reading the Opinion, I realize that I did not tie the reasons that this case should be heard in the U.S. District Court of New Jersey back to the law. I could not find a law that justified removal of a case to Federal Court from State Court due to denial of due process by the State Courts. I did find laws that supported the removal of my case to Federal Court. So I will attempt to extract filed information that is relevant to these laws.

## Diversity Jurisdiction

Diversity jurisdiction is codified at [28 U.S.C. § 1332](#)

The Defendants' headquarters are all located in states *other than* New Jersey. Virtually all witnesses are in states other than New Jersey; many are far away in California, Texas and Florida. ☐

|   |                                      |
|---|--------------------------------------|
| HSBC headquarters in NY                                       | Litton Loan headquarters in TX & FL  |
| Goldman Sachs headquarters in NY                              | Ocwen headquarters in FL             |
| Fremont headquarters was in CA, it's assets are managed in MD | Stern & Eisenberg headquarters in PA |

Fair and proper litigation of this case is beyond the jurisdiction of New Jersey. This case, therefore, should be tried in Federal Court to comply with Diversity Jurisdiction.

## SUPPORTING CASE LAW:

*Maine v. Thiboutot* in 1980, the Supreme Court ruled that Section 1983 actions were not limited to civil rights laws, but also extended to **violations of all federal laws**, such as alleged discrimination in state implementation of federal programs like Medicare and Medicaid.

(SOURCE: <https://www.fjc.gov/history/courts/jurisdiction-federal-question>)

*Held:*

1. Title 42 U.S.C. 1983 - which provides that anyone who, under color of state statute, regulation, or custom deprives another of any rights, privileges, or immunities **"secured by the Constitution and laws" shall be liable to the injured party - encompasses claims based on purely statutory violations of federal law**, such as respondents' state-court claim that petitioners had deprived them of welfare benefits to which they were entitled under the federal Social Security Act. Given that Congress attached no modifiers to the phrase "and laws," the plain language of the statute embraces respondents' claim, and even were the language ambiguous this Court's earlier decisions, including cases involving Social Security Act claims, explicitly or implicitly suggest that the 1983 remedy broadly encompasses violations of federal statutory as well as constitutional law. Cf., e. g., *Rosado v. Wyman*, [397 U.S. 397](#); *Edelman v. Jordan*, [415 U.S. 651](#); *Monell v. New York City Dept. of Social Services*, [436 U.S. 658](#). Pp. 4-8. (SOURCE: <https://caselaw.findlaw.com/us-supreme-court/448/1.html> )

## Federal Question Jurisdiction

Federal question jurisdiction is codified at [28 U.S.C. § 1331](#)

This case not only demands a contested federal issue (see Amendment Filed 3/1/18), it is a substantial one. This Plaintiff fervently believes that rampant financial fraud is a major reason for New Jersey ranking #1 and #2 in foreclosures in the United States. This is well evidenced throughout the case files, USDCNJ Filing #99 and in several Evidence Items).

## SUPPORTING CASE LAW:

*Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

Article titled "Issues in Subprime Litigation: Removal Despite Lack of Federal Claims By: Travis P. Nelson" asserted **"Any civil action brought in state court may be removed by the defendant to the federal district court in the district where such action is pending, if the district court would have original jurisdiction over the matter."**<sup>6</sup> " In support of this statement Nelson cited 28 U.S.C. § 1441(a); *Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

**SELECT FILINGS IN U.S. DISTRICT COURT OF NEW JERSEY CASE NO. 2:16-vs-05301**

| USDCNJ<br>FILING NO. | RELEVANT INFO<br>CATEGORY | TITLE   | DOWNLOAD<br>LINK           |
|----------------------|---------------------------|---|----------------------------|
| <b>26</b>            | 1-2 Strategy              | RESPONSE TO TWO BRIEFINGS IN OPPOSITION REPRESENTING ALL DEFENDANTS   | <a href="#">CLICK HERE</a> |
| <b>27</b>            | 1-2 Strategy              | SUPPLEMENT TO MOTION FOR DEFAULT JUDGMENT   | <a href="#">CLICK HERE</a> |
| <b>33</b>            | Per Se Effort             | RESPONSE TO STERN & EISENBERG'S MOTION TO DISMISS   | <a href="#">CLICK HERE</a> |
| <b>37</b>            | Per Se Effort             | RESPONSE TO REQUEST FOR CASE UPDATE From Federal Agency   | <a href="#">CLICK HERE</a> |
| <b>38</b>            | Deny Due Process          | NEW JERSEY RELEASES NEW CASE FILES:   | <a href="#">CLICK HERE</a> |
| <b>39</b>            | Deny Due Process          | NEW JERSEY CONTINUES TO DENY DUE PROCESS  | <a href="#">CLICK HERE</a> |
| <b>40</b>            | Legal Fraud               | FORECLOSURE CASE FILE LADEN WITH FRAUDULENT AND ERRONEOUS INFORMATION   | <a href="#">CLICK HERE</a> |
| <b>41</b>            | Legal Fraud               | FORECLOSURE:COMPLAINT, MORTGAGE & CERTIFIED FILES ARE FRAUDULENT  | <a href="#">CLICK HERE</a> |
| <b>42</b>            | Deny Due Process          | STATE OF NEW JERSEY MAY BE ADDED AS DEFENDANT   | <a href="#">CLICK HERE</a> |
| <b>45</b>            | <b>Per Se Effort</b>      | AMENDED COMPLAINT AND JURY DEMAND   | <a href="#">CLICK HERE</a> |
| <b>56</b>            | Deny Due Process          | PLAINTIFF NOTIFIES NJ SUPREME COURT OF FRAUD  | <a href="#">CLICK HERE</a> |
| <b>57</b>            | Legal Fraud               | ADDITIONAL EVIDENCE OF FRAUDULENT MORTGAGE  | <a href="#">CLICK HERE</a> |
| <b>58</b>            | Legal Fraud               | STATE OF NEW JERSEY FORECLOSURE CASE FILES  | <a href="#">CLICK HERE</a> |
| <b>68</b>            | <b>Per Se Effort</b>      | SEEK MEDIATION OR TRIAL IN COMING MONTHS  | <a href="#">CLICK HERE</a> |
| <b>77</b>            | <b>Per Se Effort</b>      | MOTION TO DISMISS IS NOT JUSTIFIED  | <a href="#">CLICK HERE</a> |
| <b>78</b>            | <b>Per Se Effort</b>      | MOTION TO ADD COUNT: FALSE INDUCEMENT TO INACTION   | <a href="#">CLICK HERE</a> |
| <b>81</b>            | <b>Per Se Effort</b>      | UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS  | <a href="#">CLICK HERE</a> |
| <b>84</b>            | <b>Per Se Effort</b>      | PLAINTIFF'S EFFORT TO CONTAIN FRAUD ASSOCIATED COSTS  | <a href="#">CLICK HERE</a> |
| <b>85</b>            | <b>Per Se Effort</b>      | MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT ♦ PLAINTIFF REQUESTS COUNT'S LEAVE TO ADD NEW COUNT                                    | <a href="#">CLICK HERE</a> |
| <b>3/1/2018</b>      | <b>Per Se Effort</b>      | AMENDED COMPLAINT AND JURY DEMAND   | <a href="#">CLICK HERE</a> |
| <b>90</b>            | Per Se Support            | Character Letter from A. Engel  | <a href="#">CLICK HERE</a> |
| <b>91</b>            | Per Se Support            | Character Letter from J. Sulak  | <a href="#">CLICK HERE</a> |
| <b>94</b>            | Per Se Support            | Character Letter from Elizabeth Hull  | <a href="#">CLICK HERE</a> |
| <b>97</b>            | Per Se Support            | Character Letter from J. Mitrano  | <a href="#">CLICK HERE</a> |
| <b>98</b>            | Per Se Support            | Character Letter from M. Pappas   | <a href="#">CLICK HERE</a> |
| <b>99</b>            | <b>Per Se Effort</b>      | OPPOSITION FILED BY DUANE MORRIS AND STERN & EISENBERG OUTWEIGHED BY FACTS AND COURT RULES AND LAW                                  | <a href="#">CLICK HERE</a> |
| <b>101</b>           | Per Se Support            | Character Letter from D. Doyle  | <a href="#">CLICK HERE</a> |
| <b>107</b>           | <b>Per Se Effort</b>      | PLAINTIFF PROPOSAL TO DEFENDANTS TO DELAY SALE OF HER HOME UNTIL AFTER TRIAL  | <a href="#">CLICK HERE</a> |
| <b>109</b>           | <b>Per Se Effort</b>      | PLAINTIFF READY TO PROCEED: BURDEN OF EVICTION ON DEMAND; HEALTH UPDATE; PREVIEW OF TRIAL PLAN Filing <a href="#">#109 Original</a> | <a href="#">CLICK HERE</a> |
| <b>110</b>           | <b>Per Se Effort</b>      | TRIAL SEQUENCE & INDEX  | <a href="#">CLICK HERE</a> |
| <b>115</b>           | <b>Per Se Effort</b>      | Plaintiff Provides New Dates to Help Avoid Scheduling Conflicts   | <a href="#">CLICK HERE</a> |

| PRIMARY WITNESSES EXPECTED TO TESTIFY                                  |            |                                       |        |        |                           |
|--|------------|---------------------------------------|--------|--------|---------------------------|
| Names Have Been Withheld To Avoid Witness Tampering – Legend at Bottom |            |                                       |        |        |                           |
| First Name   | Last Name  | Company                               | User 9 | User 8 | User 10                   |
| Fred   | Concepcion | Fremont Investment & Loan             | 001    | A      | Fremont Fraud             |
| Elizabeth  | Ward       | Fremont Investment & Loan             | 002    | A      | Fremont Fraud             |
| John   | Carillo    | Fremont Investment & Loan             | 003    | A      | Fremont Fraud             |
| Paul   | Quinn      |                                       | 004    | A      |                           |
| Paul   | Quinn      |                                       | 005    | A      |                           |
| Louella  | Concepcion | US Family Health Plan                 | 006    | A      | Fremont Fraud             |
| Robert   | Thompson   | Ocwen Financial Corporation           | 007    | A      | Fremont-GS-Litton-Ocwen   |
| Marlene  | Alvarado   |                                       | 008    | A      | Fremont Fraud             |
| Marla  | Grumbine   | Federal Deposit Insurance Corporation | 009    | A      | Fremont Fraud             |
| Michael  | Johnson    | Banks - Veronica Williams             | 010    | A      | GS-Litton-Fremont fraud   |
| Larry  | Johnson    | Litton Loan Servicing LP              | 011    | A      | Litton Fraud              |
| Roy  | Johnson    | Litton Loan Servicing LP              | 012    | A      | Litton Fraud              |
| Michael  | Johnson    | Telecom - Veronica Williams           | 013    | A      | Litton Fraud              |
| Neal   | Johnson    | Litton Loan Servicing LP              | 014    | A      |                           |
| Mike   | Smith      | Evangelical Christian Credit Union    | 015    | A      | Fremont Fraud             |
| Paula  | Smith      | Fremont                               | 016    | A      | Fraud                     |
| Michael  | Smith      | HomeXpress Mortgage Corp.             | 017    | A      | Fremont Fraud             |
| Larry  | Johnson    | Selene Finance L.P.                   | 018    | A      | Litton Fraud              |
| David  | Johnson    | US Bank                               | 019    | A      | Fremont Fraud             |
| Daniel   | Roy        | Attorney Daniel Roy                   | 020    | B      | Fremont Fraud & Legal     |
| Christopher  | Roy        | Royal Title Service Inc.              | 021    | B      | Fremont Fraud & Legal     |
| Michael  | Johnson    | Royal Title Service Inc.              | 022    | B      | Fremont Fraud & Legal     |
| Steven   | Johnson    | Stern & Eisenberg, PC                 | 023    | B      | Legal Fraud               |
| Lee  | Johnson    | Stern & Eisenberg, PC                 | 024    | B      | Legal Fraud               |
| David  | Johnson    | Stern & Eisenberg, PC                 | 025    | B      | Legal Fraud               |
| Stanley  | Johnson    | Stern & Eisenberg, PC                 | 026    | B      | Legal Fraud               |
| Mike   | Johnson    | Retired                               | 027    | B      | Fed official knowledge of |
| David  | Johnson    | Goldman Sachs & Company               | 028    | C      | Board-DI                  |
| Mary   | Johnson    | Goldman Sachs & Company               | 029    | C      | GS - Litton fraud         |
| Henry  | Johnson    | Paulson Institute                     | 030    | C      | Paulson Goldman to Treas  |
| Chris  | Johnson    | Litton Loan Servicing LP              | 031    | C      | Litton Fraud              |
| Crystal  | Johnson    | c/o Stern & Eisenberg                 | 032    | D      | Legal Fraud               |
| Adam   | Johnson    | Denbeaux & Denbeaux                   | 033    | D      | Legal Fraud               |
| Ed   | Johnson    | Denbeaux & Denbeaux                   | 034    | D      |                           |
| Quinn  | Johnson    | Duane Morris LLP                      | 035    | D      |                           |
| John   | Johnson    | Duane Morris LLP                      | 036    | D      | Legal Fraud               |
| Scott  | Johnson    | Duane Morris LLP                      | 037    | D      | Legal Fraud               |
| Scott  | Johnson    | Litton Loan Servicing LP              | 038    | E      | Litton Fraud              |
| Shirley  | Johnson    | former Litton Loan employee           | 039    | E      | Litton Fraud              |
| Steve  | Johnson    | Opus Capital Markets Consultants      | 040    | F      | GS-Litton-Ocwen fraud     |



| PRIMARY WITNESSES EXPECTED TO TESTIFY                                  |                 |  |        |        |                       |
|--|-----------------|--|--------|--------|-----------------------|
| Names Have Been Withheld To Avoid Witness Tampering – Legend at Bottom |                 |  |        |        |                       |
| First Name   | Last Name       | Company                                    | User 9 | User 8 | User 10               |
| Ben  | Smith           | Opus Capital Markets Consultants           | 041    | F      | GS-Litton-Ocwen fraud |
| Matthew  | Smith           | American Modern Home Insurance Company     | 042    | F      | Litton Fraud          |
| Greg   | Angier          | American Modern Home Insurance Company     | 043    | F      | Litton Fraud          |
| Charles  | Goodman         | Federal Reserve Bank                       | 044    | F      |                       |
| Patrick  | Smith           | HSBC North American Holdings Inc.          | 045    | G      | Fremon-Litton- Ocwen  |
| Ms. Smith  | Current Manager | HSBC North American Holdings Inc.          | 046    | G      | Fremon-Litton- Ocwen  |
| Michael  | Wagner          | Sclar Adler LLP                            | 047    | H      | GS - Litton fraud     |
| David  | Smith           | Enhance Financial Services Group, Inc.     | 048    | H      | GS - Litton fraud     |
| Brandon  | McLaughlin      | HSBC North American Holdings Inc.          | 049    | H      | Fremon-Litton- Ocwen  |
| David  | Smith           | Dune Capital Management LP (DCM)           | 050    | I      | GS - Litton fraud     |
| David  | Smith           | Dune Capital Management LP (DCM)           | 051    | I      | GS - Litton fraud     |
| Michael  | Wagner          | Dune Capital Management LP (DCM)           | 052    | I      | GS - Litton fraud     |
| Charles  | Smith           | Dune Capital Management LP (DCM)           | 053    | I      | GS - Litton fraud     |
| Tom  | Smith           | Dune Capital Management LP (DCM)           | 054    | I      | GS - Litton fraud     |
| Lucas  | McLaughlin      | Dune Capital Management LP (DCM)           | 055    | I      | GS - Litton fraud     |
| Michael  | Wagner          | Dune Capital Management LP (DCM)           | 056    | I      | GS - Litton fraud     |
| Nicholas   | Smith           | Dune Capital Management LP (DCM)           | 057    | I      | GS - Litton fraud     |
| Mark   | Wagner          | Shellpoint Partners LLC                    | 058    | I      |                       |
| William  | Smith           | Ocwen Financial Corporation                | 059    | J      | GS fraud              |
| John   | McLaughlin      | Schepisi & McLaughlin                      | 060    | K      | Legal Fraud           |
| Matthew  | Wagner          | Schepisi & McLaughlin                      | 061    | K      | Legal Fraud           |
| Michael  | Wagner          | State of New Jersey Legislature            | 062    | K      | Legal Fraud           |
| Denise   | Smith           | State of New Jersey Legislature            | 063    | K      | Legal Fraud           |
| Stephanie  | Wagner          | State of New Jersey Legislature            | 064    | K      | Legal Fraud           |
| Paul   | Smith           | State of New Jersey Legislature            | 065    | K      | Leal Fraud            |
| May  | Wagner          | State of New Jersey Legislature            | 066    | K      | Legal Fraud           |
| Karen  | Smith           | State of New Jersey Legislature            | 067    | K      | Legal Fraud           |
| Michael  | Wagner          | State of New Jersey Legislature            | 068    | K      | Legal Fraud           |
| Harriet  | Smith           | State of New Jersey Legislature            | 069    | K      | Leal Fraud            |
| Michael  | Wagner          | State of New Jersey Legislature            | 070    | K      | Legal Fraud           |
| Michael  | Wagner          | State of New Jersey Legislature            | 071    | K      | Legal Fraud           |
| Van  | Smith           | State of New Jersey Legislature            | 072    | K      | Legal Fraud           |
| Terri  | Wagner          | TERRI CASALEGGIO                           | 073    | K      |                       |
| Edward   | Smith           | Wood, Smith, Henning & Berman LLP          | 074    | K      | Legal Fraud           |
| Kenny  | Smith           | State of New Jersey Department of Treasury | 075    | L      | Mail Fraud            |
| Michael  | Wagner          | United States Postal Service               | 076    | L      | Mail Fraud            |
| Frank  | Wagner          | United States Postal Service               | 077    | L      | Mail Fraud            |
| Jeff   | Smith           | State of New Jersey Department of Treasury | 078    | L      | Mail Fraud            |
| Carina   | Wagner          | State of New Jersey Department of Treasury | 079    | L      | Mail Fraud            |
| Elizabeth  | Warren          | United States Senator Elizabeth Warren     | 080    | M      | Fraud                 |
| Eric   | Smith           | Covington & Burling LLP                    | 081    | M      | Multiple              |

| PRIMARY WITNESSES EXPECTED TO TESTIFY                                  |           |  |        |        |                               |
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| First Name   | Last Name | Company  | User 9 | User 8 | User 10                       |
| John   | Chen      | Covington & Burling LLP                            | 082    | M      | Fed Official VW Case          |
| Andrew   | Cheney    | Debevoise  | 083    | M      | Fed Official VW Case          |
| Mary   | White     | Debevoise  | 084    | M      | Fed Official VW Case          |
| Richard  | Conley    | United States Consumer Financial Protection Bureau | 085    | M      | Fraud                         |
| Colin  | Engle     | United States Department of the Treasury           | 086    | M      | Fed Official VW Case          |
| John   | Engle     | United States Department of the Treasury           | 087    | M      | Multiple                      |
| Matthew  | Winters   | United States Department of the Treasury           | 088    | M      | Fed Official VW Case          |
| Jeffrey  | Chen      | United States Securities and Exchange Commission   | 089    | M      | Fed Official VW Case          |
| Jack   | Winters   | United States Department of Justice                | 090    | M      | Fed Official VW Case          |
| Kenneth  | Smith     | United States Securities and Exchange Commission   | 091    | M      | Fed Official VW Case          |
| Benjamin   | Winters   | United States Securities and Exchange Commission   | 092    | M      | Fed Official VW Case          |
| John   | White     | United States Securities and Exchange Commission   | 093    | M      | Fed Official VW Case          |
| Robert   | Cheney    | United States Securities and Exchange Commission   | 094    | M      | Fraud                         |
| John   | White     | United States Securities and Exchange Commission   | 095    | M      | Fed Official VW Case          |
| Mary   | Chapman   | United States Securities and Exchange Commission   | 096    | M      | Fraud                         |
| Tom  | Coburn    | United States Senator Tom Coburn                   | 097    | M      | Fraud                         |
| John   | White     | United States Consumer Financial Protection Bureau | 098    | M      | Fed Official VW Case          |
| Matthew  | Winters   | United States Department of Justice                | 099    | M      | Fed Official VW Case          |
| Michael  | Winters   | Funded Justice                                     | 100    | N      |                               |
| John   | White     | Funded Justice                                     | 101    | N      |                               |
| Paul   | Cheney    | Minneapolis Federal Reserve                        | 102    | O      | Paulson Goldman to Treasury   |
| Robert   | Chen      | Perella Weinberg Partners                          | 103    | O      | Paulson Goldman to Treasury   |
| Steve  | Winters   | Upfront Ventures                                   | 104    | O      | Paulson Goldman to Treasury   |
| L.A.   | Winters   | Radian Group Inc.                                  | 105    | O      | GS - Litton fraud             |
| Matthew  | White     | Black Rock   | 106    | O      | Paulson Goldman to Treasury   |
| Edward   | Chen      | Cushman & Wakefield, Inc                           | 107    | O      | Paulson Goldman to Treasury   |
| Ben  | White     | BDT & Company                                      | 108    | O      | Paulson Goldman to Treasury   |
| Edward   | Winters   | Ocwen Financial Corporation                        | 109    | P      | Fremont-GS-Litton-Ocwen fraud |
| Christopher  | White     | Ocwen Financial Corporation                        | 110    | P      | Fremont-GS-Litton-Ocwen fraud |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 111    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 112    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 113    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 114    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 115    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 116    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 117    | Q      | Legal Fraud                   |
| Veronica   | Williams  | Veronica Williams' in Essex County NJ              | 118    | Q      | Legal Fraud                   |
| Michael  | Chen      | Harvard University                                 | 119    | R      | GS Fraud                      |
| Harold   | Chen      | Initiative for a Competitive Inner City (ICIC)     | 120    | R      | GS fraud                      |

| PRIMARY WITNESSES EXPECTED TO TESTIFY                                  |                   |  |        |        |                  |
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| Names Have Been Withheld To Avoid Witness Tampering – Legend at Bottom |                   |  |        |        |                  |
| First Name   | Last Name         | Company                                    | User 9 | User 8 | User 10          |
| Francis  | Quinn             | Capital One Financial Corporation          | 121    | S      | Damages          |
| Nathan   | Nudelman          | Nudelman, Klemm and Golub                  | 122    | S      | Damages - Fraud  |
| Greg   | Nudelman          | Nudelman, Klemm and Golub                  | 123    | S      | Damages - Fraud  |
| Arthur   | Nudelman          | Nudelman, Klemm and Golub                  | 124    | S      | Damages - Fraud  |
| Jeffrey  | Shulman           | Shulman Wellness Center LLC                | 125    | U      | Multiple         |
|  | St.               | Barnabas Medical Center                    | 126    | U      | Damages          |
| Mark   | Summit            | Summit Medical Group                       | 127    | U      | Damages          |
| Christopher  | Experian          | Experian                                   | 128    | V      | Damages - Credit |
| Christopher  | Trans Union       | Trans Union LLC                            | 129    | V      | Damages - Credit |
| Christopher  | Dun & Bradstreet  | Dun & Bradstreet Corp.                     | 130    | V      | Damages - Credit |
|  | Equifax           | Equifax Credit Information Services        | 131    | V      | Damages - Credit |
| Stephen  | Economic          | Economic Damage Advisory Services, LLC     | 132    | V      | Damages          |
| David  | Emerging          | Emerging Technology Consortium             | 133    | V      | Damages          |
| Robert   | EndPoint          | EndPoint Consulting Group, LLC             | 134    | V      | Multiple         |
| Tammy  | GAP               | GAP SOLUTIONS                              | 135    | V      | Multiple         |
| Debra  | GSA               | GSA - U.S. General Services Administration | 136    | V      | Multiple         |
| Steve  | Invizion          | Invizion, Inc.                             | 137    | V      | Damages          |
| Alan   | Noel              | Noel & Company, PC                         | 138    | V      | Fraud            |
| Michael  | State of NJ       | Department of Banking and Insurance        | 139    | V      | Fraud            |
| George   | The Lone          | Ranger, LLC                                | 140    | V      | Multiple         |
| Greg   | The McClatchy     | Company                                    | 141    | V      | Fraud            |
| Joe  | The Ravens        | Group Inc.                                 | 142    | V      | Damages          |
| John   | United States     | Department of Homeland Security            | 143    | V      | Multiple         |
| Stephen  | United States     | Department of Transportation               | 144    | V      | Multiple         |
| Steve  | Independent       | contractor                                 | 145    | V      | Fraud            |
| Debra  | United States     | Dept of Housing & Urban Development        | 146    | V      | Damages          |
| Paul   | World Information | Technology Solutions, LLC                  | 147    | V      | Damages          |
| Quincy   | World Information | Technology Solutions, LLC                  | 148    | V      | Damages          |
| Lyndy  | Powers Kirn       | LLC  | 149    | V      |                  |
|  | INNOVIS           |  | 150    | V      | Damages - Credit |
|  | INNOVIS           |  | 151    | V      | Damages - Credit |
| George   | ACT               | Inc.                                       | 152    | V      | Multiple         |
| Earl   | Business          | Sense                                      | 153    | V      | Multiple         |

| <b>INDEX TO WITNESSES TO TESTIFY</b>                  |                                       |
|---|---------------------------------------|
| <b>Categories &amp; Numbers Assigned to Witnesses</b> |                                       |
| <b>CATEGORY</b>                                       | <b>DESCRIPTION</b>                    |
| A   | Fremont Fraud Process                 |
| B   | Other Mortgage Fraud Process          |
| C   | Litton Fraud                          |
| D   | Foreclosure Fraud Process             |
| E   | Litton Fraud Process                  |
| F   | Other Mortgage Servicing Process      |
| G   | Underwriting Process                  |
| H   | Mortgage Capital Sourcing             |
| I   | Mortgage Capital Leverage             |
| J   | Mortgage Collection Fraud             |
| K   | NJ Legal Fraud                        |
| L   | Mail Fraud – Legal Evading            |
| M   | Fed Notify                            |
| N   | Legal Interference                    |
| O   | Goldman Sachs Positioning             |
| P   | Ocwen Extended Wrongful Collection    |
| Q   | Legal Scam – other Veronica Williams' |
| R   | Deceptive Information Gathering       |
| S   | Prior Bad Acts                        |
| T   |                                       |
| U   | Physician & Healthcare Providers      |
| V   | VW Support                            |

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| of 12/24/2018   |  | USDCNY Filings | Page 1 |
|-----------------|--|----------------|--------|
| MASTER LIST NO. | DOCUMENT   |                |        |
| 1               | Complaint Filed August 2016  |                |        |
|                 | Complaint Filed August 2016  |                |        |
| 2               | Exhibit to 1 Complaint, by VERONICA A. WILLIAMS. (Clerk's Note: document submitted by plaintiff with signature as per Court's QC message of 8/30/16) (sr, ) (Entered: 09/12/2016)  |                |        |
| 3               | SUMMONS ISSUED as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE E-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION, STERN & EISENBERG, PC, LLC Attached is the official court Summons, please fill out Defendant and Plaintiff's address information and serve. Issued By "SHERIEE RAMMO" (mailed to plaintiff) (sr, ) (Entered: 11/02/2016) |                |        |
| 4               | NOTICE of Appearance by EVAN B. BARENBAUM on behalf of STERN & EISENBERG, PC, LLC (BARENBAUM, EVAN) (Entered: 10/06/2016)  |                |        |
| 6               | Corporate Disclosure Statement by STERN & EISENBERG, PC, LLC. (BARENBAUM, EVAN)(Entered: 11/08/2016)   |                |        |
| 8               | Application and Proposed Order for Clerk's Order to extend time to answer as to Complaint.. (BARENBAUM, EVAN) (Entered: 11/10/2016)  |                |        |
| 7               | NOTICE of Appearance by STUART L. SEIDEN on behalf of 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)   |                |        |
| 8               | 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)  |                |        |
| 9               | Second MOTION for Extension of Time to File Answer to Complaint by STERN & EISENBERG, PC, LLC (BARENBAUM, EVAN) (Entered: 12/02/2016)  |                |        |
| 10              | CERTIFICATE OF SERVICE by STERN & EISENBERG, PC, LLC to Application for Second Extension of Time to Answer Complaint (BARENBAUM, EVAN) (Entered: 12/03/2016)   |                |        |
| 11              | ORDER granting Stern & Eisenberg's extension of time to respond to the Complaint until 12/23/16. Signed by Judge Esther Siles on 12/17/16. (sr, ) (Entered: 12/09/2016)  |                |        |
| 12              | Third MOTION for Extension of Time to File Answer to Complaint, by STERN & EISENBERG, PC, LLC. (Attachments: (Text of Proposed Order) #1 Certificate of Service)(BARENBAUM, EVAN) (Entered: 12/14/2016)  |                |        |
| 13              | Letter from Evan Barenbaum requesting Extension of Time. (Attachments: (Text of Proposed Order, # Certificate of Service) (BARENBAUM, EVAN) (Entered: 12/15/2016)  |                |        |
| 14              | ORDER granting (2) Motion for Extension of Time to Answer. Defendant Stern & Eisenberg, PC shall respond to the Complaint by 11/23/17. Signed by Judge Esther Siles on 12/16/16. (sr, ) (Entered: 12/16/2016)  |                |        |
| 16              | 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: (Brief, # Certification of Stuart Seiden, # Text of Proposed Order, # Certificate of Service) (SEIDEN, STUART) (Entered: 12/22/2016)                                     |                |        |
| 18              | 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: 12/25/2016)   |                |        |
| 17              | ACKNOWLEDGMENT OF SERVICE submitted by VERONICA A. WILLIAMS. (sr, ) (Entered: 12/27/2016)  |                |        |
| 18              | Motion for Default Judgment  |                |        |
| 19              | Letter from Veronica Williams re MOTION for Default Judgment. (sr, ) (Entered: 12/29/2016)   |                |        |
| 20              | 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 (1) MOTION for Default Judgment as to (Attachments: (Text of Proposed Order, # Certificate of Service)(SEIDEN, STUART) (Entered: 01/02/2017)   |                |        |
| 23              | MOTION requesting to reschedule 1/17/17 hearing by VERONICA A. WILLIAMS. (Attachments: (proposed order)(sr, ) (Entered: 01/11/2017)  |                |        |

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| 21              | BRIEF in Opposition filed by STERN & EISENBERG, PC, LLC re: L-11 MOTION for Default Judgment as to Stern & Eisenberg, P.C. (Attachments: # Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/06/2017)  |
| 22              | MOTION to Withdraw J-8 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)   |
| 24              | TEXT ORDER: The Court has received Defendants letter and motion to withdraw dated January 6, 2017, (ECF No. 22). Defendants motion for Plaintiff to Lodge and Serve Exhibits to Complaint (ECF No. 18) is deemed withdrawn. So Ordered by Magistrate Judge Joseph A. Dickson on 1/10/17. (nm, ) (Entered: 01/10/2017)  |
| 26              | TEXT ORDER: The Court has received Plaintiff's letter dated January 6, 2017, (ECF No. 23). There are no hearings or appearances currently scheduled for any of the pending motions filed. Therefore, the parties are not scheduled to appear on January 17, 2017. So Ordered by Magistrate Judge Joseph A. Dickson on 1/11/17. (nm, ) (Entered: 01/11/2017)  |
| 28              | Plaintiff's RESPONSE to briefings in opposition representing all defendants: etc. (jr, ) (Entered: 01/11/2017)   |
| 27              | NOTICE/SUPPLEMENT to 18 MOTION for Default Judgment submitted by VERONICA A. WILLIAMS (jr, ) (Entered: 01/22/2017)   |
| 28              | NOTICE/CONSENT & REGISTRATION FORM to receive documents electronically by VERONICA A WILLIAMS (jr, ) (Entered: 01/23/2017)   |
| 29              | MOTION to Dismiss for Lack of Jurisdiction by STERN & EISENBERG, PC, LLC. Responses due by 3/5/2017 (Attachments: # Text of Proposed Order, #1 Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/23/2017)  |
| 30              | APPLICATION/MOTION requesting to reschedule 29 Motion to Dismiss on or after 3/5/17 by VERONICA A. WILLIAMS. (jr, ) (Entered: 01/24/2017)  |
| 31              | RESPONSE in Opposition filed by STERN & EISENBERG, PC, LLC re: 29 MOTION to Dismiss for Lack of Jurisdiction (Attachments: # Text of Proposed Order, #1 Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/24/2017)   |
| 33              | RESPONSE to Motion filed by VERONICA A. WILLIAMS re: 29 MOTION to Dismiss for Lack of Jurisdiction (jr, ) (Entered: 02/06/2017)  |
| 32              | TEXT ORDER: The Court is in receipt of Plaintiff's application requesting adjournment of a February 21, 2017 hearing. (See D.J.E. No. 32). Unless otherwise directed by the Court, Defendant Stern & Eisenberg, P.C.'s motion to dismiss (D.J.E. No. 29) will be decided on the papers and no appearances are required. Plaintiff's application is therefore moot. So Ordered by Judge Esther Salas on 2/17/2017. (ps, ) (Entered: 02/07/2017) |
| 34              | Letter from Veronica Williams re: 33 Response to Motion. (jr, ) (Entered: 02/15/2017)  |
| 36              | PLAINTIFF'S NOTIFICATION of response from NJ Superior Court Appellate Division submitted by VERONICA A. WILLIAMS (jr, ) (Entered: 02/16/2017)  |
| 38              | RESPONSE to Defendant's expedited response submitted by Veronica Williams. (jr, ) (Entered: 04/05/2017)  |
| 37              | RESPONSE to Request for Case Update (from Federal Agency) submitted by Veronica Williams. (jr, ) (Entered: 04/12/2017)   |
| 38              | Letter from Veronica Williams RE: NJ additional case files: etc. (jr, ) (Entered: 04/18/2017)  |
| 39              | Letter from Veronica Williams RE: NJ Serial of due process: etc. (jr, ) (Entered: 04/19/2017)  |
| 40              | Letter from Veronica Williams re: foreclosure file. (jr, ) (Entered: 04/20/2017)   |
| 41              | Letter from Veronica Williams RE: foreclosure based on fraudulent mortgage. (jr, ) (Entered: 04/20/2017)   |
| 42              | Letter from Veronica Williams intending to add the State Of New Jersey to the Complaint. (jr, ) (Entered: 05/05/2017)  |

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| MASTER LIST NO. | DOCUMENT  |
|-----------------|---|
| 43              | Letter from Veronica Williams re: add Son of State of NJ as a Defendant. (jr, ) (Entered: 05/06/2017)   |
| 44              | MOTION for Interlocutory Injunction by VERONICA A. WILLIAMS. (jr, ) (Entered: 05/12/2017)   |
| 45              | AMENDED COMPLAINT against STATE OF NEW JERSEY, filed by VERONICA A. WILLIAMS. (jr, ) (Entered: 05/12/2017)  |
| 46              | Request for Summons to be issued by VERONICA A. WILLIAMS as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, COWEN, COWEN FINANCIAL CORPORATION, STATE OF NEW JERSEY. (jr, ) (Entered: 05/12/2017)   |
| 47              | SUMMONS ISSUED (AMENDED COMPLAINT) as to FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C, GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, COWEN, COWEN FINANCIAL CORPORATION, STATE OF NEW JERSEY, STERN & EISENBERG, PC, LLC Attached is the official court Summons, please fill out Defendant and Plaintiff's attorney information and serve. Issued By "SHEREE RAMO" (jr, ) Annotated to Plaintiff (Entered: 05/12/2017) |
| 48              | TEXT ORDER: The Court is in receipt of Plaintiff's motion for an interlocutory injunction seeking a stay of state court proceedings. (See D.E. No.44). Defendants are ordered to submit an opposition to Plaintiff's motion by 5/18/2017, and Plaintiff may submit a reply by 5/23/2017. So Ordered by Judge Esther Siles on 5/18/2017. (gs, ) (Entered: 05/18/2017)  |
| 49              | 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)   |
| 50              | Notification of documents filed submitted by VERONICA A. WILLIAMS (jr, ) (Entered: 05/19/2017) <b>COURT SAYS IT WAS FILED TOO LATE</b>  |
| 51              | RESPONSE to objection to Interlocutory Injunction submitted by Veronica Williams.(jr, ) (Entered: 05/23/2017) <b>SAME FILE ON PC WITH 2 DIFFERENT NAMES</b>   |
| 52              | Letter from Duane Morris. <b>(RESPONSE TO PLAINTIFF'S IMPROPER AMENDED COMPLAINT)</b>   |
| 53              | <b>(AFFIDAVIT OF SERVICE TO NJ ATTORNEY GENERAL FOR STATE OF NJ)</b>  |
| 54              | <b>(UPDATED CERTIFICATION OF AFFIDAVITS)</b>  |
| 55              | <b>(REQUEST FOR DELAY FOR PLAINTIFFS SURGERY)</b>   |
| 56              | <b>(LOST TRUST IN STATE OF NJ)</b>  |
| 57              | <b>(PLAINTIFF: ADD EVIDENCE OF MORTGAGE FRAUD)</b>  |
| 58              | <b>(PLAINTIFF: STATE OF NJ FORECLOSURES CASE FILES)</b>   |
| 59              | Not For Publication * C:\CriticalFiles\CURRENT_Post\2510\Veronica Williams\Legal_PrepaidCase_LittonLoan\COURT_Federal Court\Prep\USDC-Done-Filed\USDC-Doc59-PACER-not-for-publication.pdf <b>PLAINTIFF'S MOTIONS DENIED</b>   |
| 60              | <b>(GOLDMAN SACHS NEEDS REPRESENTATION)</b>   |
| 61              | <b>(PLAINTIFF: MUST REFRAIN UNTIL AFTER SURGERY)</b>  |
| 62              | Plaintiff Requests Federal Mediator-June 29, 2017 LETTER  |
| 63              | Response to Defendants'Notice on Judges Order -LEGAL FILING   |
| 64              | Letter from Plaintiff to Court re: Surgery  |
| 65              | Letter Order  |
| 66              | Plaintiff's Update on Surgery   |
| 67              | Cowen Cease & Desist Request  |
| 68              | Seek Mediation or Trial   |
| 69              | Motion for Interlocutory Injunction   |
| 70              | Letter from Duane Morris  |
| 71              | Court Order letter <b>(READ THIS - SALAS REOPENS ORDER)</b>   |
| 72              | Letter Order Pursuant to Rule 16  |

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| MASTER LIST NO. | DOCUMENT   |
|-----------------|--|
| 73              | Plaintiff Letter ReDiscovery Plan & Feb. 9 Hearing   |
| 74              | Plaintiff Receives Medical Release   |
| 76              | TEXT ORDER ON 1/18/18 - FEB. 9, 2018 changed to 11:30 - FOR BOOKEND to document 75.<br>TEXT ORDER: The parties are advised that the TIME of the R18 conference scheduled for 2/9/18 has been moved to 11:30 a.m. - So Ordered by Magistrate Judge Joseph A. Dickson on 1/18/18. (jw, ) |
| 78              | Plaintiff Preparing Consolidated Discovery Plan  |
| 77              | PLAINTIFF: Motion to Dismiss Not Justified   |
| 78              | PLAINTIFF: Add Count: False Inducement to Action   |
| 78              | S&E Asks for Time to Respond   |
| 80              | RESPONSE TO DEFENDANTS' "INITIAL DISCLOSURES" DOCUMENT - SUBMITTED FEB. 6, 2018  |
| 81              | UPDATE TO PLAINTIFF'S RESPONSE TO MOTIONS TO DISMISS   |
| 82              | Memorandum of Law in Opposition to New Count by Seiden   |
| 83              | Stern & Eisenberg's Opposition to New Count by Barenbaum   |
| 84              | Plaintiff's Effort to Contain Fraud Associated Costs   |
| 86              | MOTION FOR LEAVE OF COURT TO AMEND COMPLAINT   |
| 88              | Defendants Ignore Judge Dickson Directive  |
| 87              | Defendant Seiden's Opposition to Plaintiff's Leave to Amend Complaint  |
| 88              | Defendant Barenbaum's Opposition to Plaintiff's Leave to Amend Complaint   |
| 88              | Plaintiff Request for More Time  |
| 89              | Character Letters for Plaintiff from Anat Engel  |
| 89              | Character Letters for Plaintiff from John Sulak  |
| 89              | Plaintiff Requests Extension   |
| 89              | amr: Filing from Another Case  |
| 89              | Character Letters for Plaintiff from Elizabeth Hull  |
| 89              | LETTER ORDER granting [80] Plaintiff's Application for an extension of time to file a brief in further support of her motion to amend by 5/4/18. Signed by Magistrate Judge Joseph A. Dickson on 4/5/18. (jw, )  |
| 89              | LETTERAPPLICATION requesting an extension of time to respond to: [80] memorandum & [86]brief by VERONICA A. WILLIAMS   |
| 89              | Character Letters for Plaintiff from John Milano   |
| 89              | Letter from Marsha Pappas RE: Veronica Williams. (jw, )  |
| 89              | Plaintiff's Response to Defendant's Latest Oppositions. (Attachments: # (1) Cover Letter, # (2) Envelope)(jw)  |
| 89-1            | Cover Letter   |
| 89-2            | Envelope   |
| 100             | Plaintiff's letter requesting that the Court order Mr. Seiden to send her files re: Two Depositions; etc. (jw)   |
| 101             | Letter from David Doyle Re: Veronica Williams.(jw)   |
| 102             | Letter from Veronica Williams re: Meeting Duane Morris in court only. (jw)   |
| 103             | Plaintiff Updates Subpoena List  |
| 104             | Letter to Court -- copy of Response to IRS   |
| 106             | Letter to Judge Salas & Court -- medical tests - ready after 8/1/18  |
| 108             | Judge Salas Stays Case until 8/28/18   |
| 107             | Plaintiff Proposes Defendants Suspend Sale of Her Home   |
| 109             |  |



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AMSTER  
LSD NO.

### DESCRIPTION OF EVIDENCE ITEM

More than 40 years of time, money and effort went into preparing my firm - ACT Inc. - for the impending orders on our US-552 contract. The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After selling my home 3 times between 2005 and 2007 (PROOF) without an offer over \$175,000, I decided to stop. My second option was to trade my sale of capital and operations assets by restructuring debt, a common practice. Several times I offered to refinance my mortgage, I chose Udon Loan.

**CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS**

- + Chase offered 0% for both mortgages
- + Had Several Conversations with Udon Loan
  - o Told them of my concern I refinanced in 2006 due to Udon Loan's bad reputation and recording payments late (PROOF & Ex3: Post-2006 & Ex2: Refinance)

(Mortgages Filed with the Essex County Hall of Records)

- o Udon Loan added about \$111,875 to Prement added about \$95,875 to my principal (Ex1: PROOF)
- o I refinanced with Prement Loan to escape Udon Loan (For mortgage history see Ex2: PROOF)
- o Udon assured me they would give me a modification if HAMP did not come through Ex1: PROOF
- o First after "Victory" returning my check, no manifestation of good faith, another phone call I was assured verbally & in writing that the modification would be confirmed upon receipt of my checks. (Ex1: PROOF)
- o Udon reduced my mortgage principal but not enough (Ex1: PROOF)
- + In addition to the amount Udon Loan had added to my principal, Prement added about \$95,875 to my principal (Ex1: PROOF)

+ Despite excessive addition to principal I decided to proceed, to focus time on ACT Inc. customers, brighted acquisition effort allowed ACT Inc. to achieve recognized and approved vendor status with multiple Federal Agencies. (Ex1: PROOF) Stepped up marketing and sales in 2005 (Ex2: writing Group, RA meetings, Proposals show DHS, DC, HUD - Ex7: WITNESS)

(Witness List)

- + Sept. 2009 - Received job offer from FEMA to gain immediate "past performance", contingent upon security clearance approval (Ex1: PROOF)
  - o 2/25/09 - to Julian Connor Ex1: PROOF
  - o 8/28/09 - to Brenda Moore Ex1: PROOF
  - o 8/28/09 - to Lisa Mitigation Dept. Ex1: PROOF o 9/28/09 - to Lisa Mitigation Dept. Ex1: PROOF o 11/28/09 - to Brenda Moore Ex1: PROOF

(Lillian Worked Files)  
(Proof of Loan Statements for Udon Loan)

- + I paid off uncollateralized debt (Ex1: PROOF)

I purchased money order and sent it with returned checks to Udon (Ex2: PROOF, Ex3: PROOF, Ex7: PROOF)

(Proof of Mortgage Payments)  
(Proof of Mortgage Payments)

- + Continued with my "living mobile" trial/jump for FEMA job (Ex7: WITNESS)
- + Cultivating business relationships and improved remote operations for ACT Inc. (Ex7: WITNESS)
- + Completed F-Comp & responses for Federal Security Clearance on 12/12/2009 (Ex2: PROOF & Ex7: WITNESS)

(Witness List)

- + Began drive from FL Lauderdale, FL to South Orange, NJ - alone (Ex7: WITNESS)
- + Too exhausted to attend, Foreclosure was granted for Section 8 - 20279-09 (Ex1: PROOF)
- + Was told it was an error and would be reversed if I sent an additional payment (Ex2: PROOF)
- + I completed all payments required for my modification (Ex1: PROOF)
- + Dec. 2009 Udon Loan reneged on modification by foreclosing (Ex1: PROOF)
- + Dec. 2009 Udon said they could stop foreclosure if I documented what we discussed (Ex1: PROOF)
- + Jan. 2010 Udon Loan's staff was unaware of the legal response by their attorney. With apology for Udon's errors and a promise of the immediate reversal of foreclosure and confirming the modification, I made more payments (Ex1: PROOF & Ex2: Post-2010 & Ex3: PROOF)

(Proof of Mortgage Payments)  
(Modification Checks)

- + Mar 2010 Lost Clearance (Ex2: PROOF & Ex7: WITNESS)

(Witness List)

- + 8/16/10 Lost SSA contract (Ex2: PROOF & Ex7: WITNESS)

(Witness List)

- + 9/11/10 Lost FEMA job (Ex1: PROOF & Ex7: WITNESS)

(Witness List)

- + 2010-+ Health declined (Ex2: PROOF & Ex7: WITNESS)

(Witness List)

- + 2010-+ My company - ACT Inc. - now in jeopardy (Ex7: WITNESS)
- + 2010-+ Ability to find jobs declined (Ex2: PROOF & Ex7: WITNESS)

(Witness List)

**VW FOUGHT BACK**

- + DATE Tried to get Udon Loan, Goldman Sachs & FOSC to review my account & create a win-win solution (Ex7: PROOF & Ex2: PROOF Ex29: PROOF Ex30: PROOF Ex7: WITNESS)

(ENTER RESPONSE)  
(ENTER RESPONSE)  
(ENTER RESPONSE)

(Witness List)

- + 2010 - 2011 Udon Loan and Goldman Sachs refused to discuss the matter (Ex1: PROOF & Ex7: WITNESS)

(Witness List)

- + DATE Appeared to NJ Banking Commission, SEC, Federal Reserve & others (Ex2: PROOF Ex30: PROOF & Ex7: WITNESS)

(ENTER RESPONSE)

(Witness List)

- + Aug 2011 Filed legal complaint against Udon Loan & Goldman Sachs (Ex1: PROOF)
- + DATE Served Udon Loan & Goldman Sachs (Ex1: PROOF & Ex7: WITNESS)

(Witness List)

- + Sept. 1, 2011 Goldman Sachs sold Udon Loan to Citicorp (Ex1: PROOF & Ex7: IN THE NEWS) (COPY TO COURT ONLY & Ex2: SEC or SEC1 & Ex7: WITNESS)

(CLICK TO VIEW)  
(CLICK TO VIEW)  
(CLICK TO VIEW)

(Witness List)

- + Sept. 1, 2011 Federal Reserve orders Goldman Sachs to conduct Foreclosure Review (Ex1: PROOF)
- + 2011 Udon Loan's attorney never responded to questions (Ex1: PROOF)

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| MASTER LIST NO. | DESCRIPTION OF EVIDENCE ITEM  |
|-----------------|---|
| 265             | + Sept. 18, 2011 Further Litton Loan nor Goldman Sachs (as co-) showed up at court hearing – VW granted motion (Ex15: PROOF & Ex7: WITNESS)   |
| 266             | (WITNESS LIST)  |
| 267             | + Sept. 2011 Litton Loan-Goldman Sachs's attorney used court error to disqualify hearing so I withdrew and refiled (Ex15: PROOF & Ex7: WITNESS)   |
| 268             | (CLICK TO VIEW)   |
| 269             | + Sept. 2011 Defendant's attorney obtained dismissal on a technicality. Judge said court could not make defendants wait until I recovered (Ex15: PROOF)   |
| 270             | PROOF & Ex99: PROOF & Ex100: Ex7: WITNESS   |
| 271             | (CLICK TO VIEW)   |
| 272             | (CLICK TO VIEW)   |
| 273             | (CLICK TO VIEW)   |
| 274             | + 2012-2013 My health declined more (Ex25:PROOF & Ex7: WITNESS)   |
| 275             | (WITNESS LIST)  |
| 276             | + March 2012 Foreclosure Document with intention of collecting money rather than resolving errors (Ex10: PROOF)   |
| 277             | + 2012 – 2013 Goldman Sachs and HSC ignored VW, backing Cohen as they bullied me with collection (Ex15: PROOF & Ex16: PROOF & Ex7: WITNESS)   |
| 278             | (CLICK TO VIEW)   |
| 279             | (WITNESS LIST)  |
| 280             | + Sept. 2012 Hospitalized for stress (Ex25:PROOF & Ex7: WITNESS)  |
| 281             |   |
| 282             | + Oct. 2012 Hospitalized for stress ( Ex25:PROOF & Ex7: WITNESS)  |
| 283             | (WITNESS LIST)  |
| 284             | + Began praying and meditating throughout the day, every day  |
| 285             | + Jan. 2013 Hospitalized for stress (Ex25:PROOF & Ex7: WITNESS)   |
| 286             | (WITNESS LIST)  |
| 287             | + Feb. 2013 Gathered strength to prepare meals and drive (Ex7: WITNESS)   |
| 288             | + March 2013 Resumed physical therapy after 4 months of life threatening health condition (Ex7: WITNESS)  |
| 289             | WITNESS   |
| 290             | + Spring 2013 VW searched for attorney with courage & knowledge to represent me (Ex7: WITNESS)  |
| 291             | + April 2013 Tried to secure HAMP again, directly via HUD this time (Ex13: PROOF)   |
| 292             | + March 2013+ HAMP 1st – via Fern(Ex12: PROOF), 2nd Michael Martin (Ex16: PROOF-audio only & PROOF), and Jacobus said my case is "out of scope" (emails removed by Novabeit 10/16).                     |
| 293             | (CLICK TO VIEW)   |
| 294             | (CLICK TO VIEW)   |
| 295             | + 2012 – NOW Property continued to decline, FHMM denied repairs, Insurance repair check sent to Litton (Ex18: REPORT – AFTER)   |
| 296             | + April 24, 2013 VW retained Denbeaux & Denbeaux (Ex15: PROOF & Ex7: WITNESS) Foreclosure litigation  |
| 297             |   |
| 298             | + June 2013 Filed new complaint against all defendants (Ex15: PROOF)  |
| 299             | + Next 12 weeks Lots of legal filings, hearings, HSC started foreclosure proceedings again (Ex7: PROOF)   |
| 300             | + Aug. 2013 Tried again to get HAMP offer (Ex11: PROOF)   |
| 301             | + Sept. 2013 DS waived fees due to stress imposed health problems (Ex18: PROOF)   |
| 302             | + Sept. 2013 VW called Mediator to find out what happened in July hearing. Told of discussions that I consider a "professional reminder of Goldman Sachs' & Duane Morris' power" (Ex7: WITNESS)         |
| 303             | + Oct. 2, 2013 VW completed 4 hour deposition with redundant questions (cancelled physical therapy). Defendants' attorney showed mortgage documents that were questionable (Ex15: PROOF & Ex7: WITNESS) |
| 304             | (WITNESS LIST)  |
| 305             | + Oct. 23, 2013 Defendants' attorney promises to sue Denbeaux if they lose (Ex10: PROOF & PROOF)  |
| 306             | (CLICK TO VIEW)   |
| 307             | + Oct. 27, 2013 Denbeaux withdrawn (Ex11: PROOF & Ex7: WITNESS)   |
| 308             | (CLICK TO VIEW)   |
| 309             | + Oct. 28, 2013 Attorneys for Plaintiff and Defendants "confirm" trial date moved to Jan. 15, 2014 (Ex18: PROOF)  |
| 310             | + Oct. 27, 2013 VW launches fundraising campaign (Ex12: PROOF & Ex7: WITNESS)   |
| 311             | (WITNESS LIST)  |
| 312             | + Oct. 28, 2013 VW begins search for new attorney   |
| 313             | + Nov. 1, 2013 VW responds to Defendants' letter via Denise (Ex10: PROOF & PROOF & Ex7: WITNESS)  |
| 314             | (CLICK TO VIEW)   |
| 315             | (WITNESS LIST)  |
| 316             | <a href="#">a. Present all legal actions associated with this matter (Ex7: PROOF)</a>   |
| 317             | <a href="#">b. VW only requested by position and DS's PROOF</a>   |
| 318             | (CLICK TO VIEW)   |
| 319             | + Confirmation of mortgage payment sent to Litton Loan on 4/1/05  |
| 320             | + History of Mortgage on 541 Scotland Road, South Orange, NJ property   |
| 321             | + Essex County Bill to Foreclosure 4/13/07 (while Plaintiff was still making payments)  |
| 322             | + Mortgage Discharged 7/30/08 & 3/23/12:  |
| 323             | + City Federal \$100,000 note on 8/25/02 cancelled 3/26/07 (changed from adjustable to fixed rate)  |
| 324             | + City Federal \$80,000 note on 12/24/06  |
| 325             | + City Federal \$60,000 note on 5/11/06 Discharged on 8/22/08   |
| 326             | + Mortgage History prepared by Plaintiff  |
| 327             | + Amortization Schedule prepared by Plaintiff   |
| 328             | + City Federal initial disclosure statement from Plaintiff  |
| 329             | + Amortization Schedule prepared by Plaintiff   |
| 330             | + Axman Loan documents from Plaintiff   |
| 331             | + Amortization Schedule prepared by Plaintiff   |
| 332             | + Litton Loan modification from Plaintiff   |
| 333             | + Litton Loan Commitment Letter dated 9/25/08   |
| 334             | + Federal Statement of Capabilities from Plaintiff's company  |

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| MASTER LIST NO. | DESCRIPTION OF EVIDENCE ITEM  |
|-----------------|---|
| 001             | + Witness List from Plaintiff   |
| 003             | + Offer Letter from FEMA (to get security clearance)  |
| 004             | + Modification Letter Requested by Utlton Loan from Plaintiff 3/25/09   |
| 005             | + Modification Package Requested by Utlton Loan from Plaintiff 3/25/09  |
| 006             | + Modification Letter Requested by Utlton Loan from Plaintiff 8/2/09  |
| 007             | + Modification Letter Requested by Utlton Loan from Plaintiff 9/28/09   |
| 008             | + Modification Letter Requested by Utlton Loan from Plaintiff 12/28/09  |
| 009             | + Plaintiff retired massive debt in 2009 to comply with modification requirement from Utlton  |
| 010             | + Checks Plaintiff Sent to Utlton Loan for Modification   |
| 011             | + Payments to Utlton Loan from Plaintiff  |
| 012             | + Letter 10/21/09 Requested by Bessie Cohen Utlton Loan with Payment Info from Plaintiff  |
| 013             | + Letter Requested by Federal Emergency Management Agency for clearance from Plaintiff  |
| 014             | + Letter from Defendants' First Attorney Confirming Judgement on Fraudulent Mortgage  |
| 015             | + Letter 1/10/10 Requested by Bessie Cohen Utlton Loan with Payment Info from Plaintiff   |
| 016             | + Letter 1/10/10 Requested by Bessie Cohen Utlton Loan with Payment Info from Plaintiff   |
| 017             | + Confirmation from FEDCO of mortgage payment sent to Utlton Loan on 2/6/10   |
| 018             | + FEMA letter: Plaintiff failed security clearance and lost job 5/12/2010   |
| 019             | + Plaintiff's firm lost GSA Federal Supply Schedule on 3/16/10  |
| 020             | + Plaintiff Health Decline Will Be Confirmed by Doctors   |
| 021             | + Plaintiff's Ability to Get Jobs Declined  |
| 022             | + Good Faith letter from Plaintiff to Owen & Utlton Loan  |
| 023             | + Plaintiff Requested Info from Owen on 1/23/13 & 11/12/13 (NEVER RECEIVED RESPONSE)  |
| 024             | + Plaintiff Letter to HSBC President on 6/10/10   |
| 025             | + HSBC Response dated 6/25/10 (sent 8/3/11) to Plaintiff's letter   |
| 026             | + NO EXHIBIT HERE   |
| 027             | + Letter from Federal Reserve Bank dated 9/3/10 (assumes incorrect information)   |
| 028             | + Additional Information Sent to SEC 8/7/11   |
| 029             | + Complaint Filed by Plaintiff - NJ Docket No. L-000083-11  |
| 030             | + Proof of Service & Legal Documents for Case L-000083-11. (DEFENDANTS DID NOT SHOW UP IN COURT)  |
| 031             | + Federal Reserve Announces Action Against Goldman Sachs for residential mortgage misconduct & negligence   |
| 032             | + Goldman Sachs To Sell Utlton Loan to Owen announced 6/6/11  |
| 033             | + Attempts to Workout Solution with Owen  |
| 034             |   |
| 035             |   |
| 036             | + Owen's CEO Ignores Plaintiff's Request to Review Account - Notified NJ Regulators (NO ACTION)   |
| 037             |   |
| 038             | + Effort to Reverse Fraudulent Foreclosure 3/1/12   |
| 039             | + Effort to Correct Mortgage and Document Inconsistencies   |
| 040             | + Standard, Inadequate Response to Plaintiff's Package in Ex. 41  |
| 041             | + Voicemail from Michael Martin of Greenpath  |
| 042             | (CLICK TO VIEW)   |
| 043             | + Decline of Plaintiff's Property While Being Defrauded by Defendants   |
| 044             | + Plaintiff Retained Denbeaux & Denbeaux 4/24/13  |
| 045             | + Denbeaux Files Complaint for Plaintiff  |
| 046             | + Plaintiff's Legal Costs Soar  |
| 047             | + Defendants' Actions Impose IRS Fines due to late filing   |
| 048             | + NO EXHIBIT HERE   |
| 049             | + Plaintiff Accepts Denbeaux Withdrawal 10/24/14 (Defendants threaten sanctions & attorney fees)  |
| 050             | (CLICK TO VIEW)   |
| 051             | + Plaintiff Notifies Denbeaux That She Has Not Decided How to Proceed 10/31/14  |
| 052             | + Plaintiff Seeks Help To Combat Mortgage Fraud   |
| 053             | + Defendants' Attorney & Plaintiff's Former Send Misleading Document that Trial Was Adjourned (JUDGE SAID IT WAS JUST A PIECE OF PAPER)   |
| 054             | + NONE OF THE REMAINING EXHIBITS HAVE ANY DOCUMENTS   |
| 055             | <a href="C:\CriticalFile\CURRENT_Fox2010\Veronica Williams\Legal_Prepaid\Case_Utlton.com\1_GoldmanSachs-Story_v6.doc">C:\CriticalFile\CURRENT_Fox2010\Veronica Williams\Legal_Prepaid\Case_Utlton.com\1_GoldmanSachs-Story_v6.doc</a> |
| 056             | <a href="http://the.fox.com/story/2010/Veronica-Williams-11-18-10.pdf">http://the.fox.com/story/2010/Veronica-Williams-11-18-10.pdf</a>   |

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MASTER  
LIST NO.

400

### MOTION FOR PROOF HEARING

The Plaintiff would like a jury to determine compensatory and punitive damages.

No amount of money can compensate for the near death incidents and trauma that the defendants put me through.

401

The defendants' actions inflicted severe injury in the Plaintiff warranting payment of the following damages:

| HURT TO PLAINTIFF   | DAMAGES INCURRED    | DAMAGES SOUGHT |
|---|---------------------|----------------|
| <b>COMPENSATORY</b>   | DOLLARS IN MILLIONS |                |
| • Loss of ACT Inc. contracts  | \$279.2 M           | TBD            |
| • Loss of Employability in field of experience (\$1.8M [\$300k * 6 YRS- 2009-2015]) | \$2.1M              | TBD            |
| • Stress Induced Severe Prolonged Illness   | \$500.0 M           | TBD            |
| <b>PUNITIVE</b>   | SEVERE              | TBD            |

402

#### LOSS OF ACT INC. CONTRACTS

[C:\CriticalFiles\CURRENT\\_Post2010\Veronica Williams\Legal\\_Prepaid\Case\\_UttonLoan\1\\_Denbeaux\GoldmanSachs-deposition-responses\Discovery Documents\\_ALL\\_11-18-14-wo-TOC.pdf](C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_UttonLoan\1_Denbeaux\GoldmanSachs-deposition-responses\Discovery Documents_ALL_11-18-14-wo-TOC.pdf)

403

#### LOSS OF EMPLOYABILITY

405

#### WHY HAVE DEFENDANTS SPENT MORE TO TAKE PLAINTIFF'S HOME THAN IT IS WORTH?

[Defendants fought with 6 law firms \(Ex47: PROOF\), plus investigators, insurance firms and other since 2010](#)

406

BECAUSE..... (CLICK FOR STATISTICS)

407

### SUMMARY OF WHAT HAPPENED

| SECTION             | CONTENTS  | PAGE NO. |
|---------------------|---|----------|
| <b>Introduction</b> | Cover Letter  | 1        |
|                     | Motion Cover Sheet  | 2        |
|                     | Motion of Proof Hearing with links to Exhibits                  | 3        |
|                     | Summary of What Happened  | 4        |
|                     | Table of Contents   | 5 – 7    |
|                     | Supporting Documents  | 8 – 112  |
|                     | Exhibit A – Defendants Power                                    | 8        |
|                     | Exhibit A – 1 – Sample Message Sent to Prospective NJ Attorneys | 9        |

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LIST NO.

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Exhibit B – Putting It Into Perspective  
(with hyperlinks to Exhibits)

10 – 12

Exhibit B – 1 –  
Marine Midland  
Bank

13 – 15

Exhibit B – 2 –  
Hong Kong  
Shanghai  
Banking  
Corporation  
(HSBC)

16

Exhibit B – 3 – HSNB Bank USA, N.A.

17

Exhibit B – 4 – Ocwen Federal Bank  
Established

18

Exhibit B – 5 – Midland Bank  
Purchases 1/3 HSBC Republic Bank  
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Exhibit B – 6 – Enhance Financial  
Services Group + SEC & Bloomberg

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Exhibit B – 7 –  
HSBC Completes  
Acquisition of  
Marine Midland  
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| 468             | Exhibit C – Discovery Information for Docket No. ESSEX-L-004753-13 (updated) 750 PAGES   | 106 – 110 |
| 469             | Exhibit D – SBA Reconsideration of Loans Denied: 52 PAGES  | 111       |
| 470             | IRENE #4021 Business Loan Application: SBA Reference Number: # 1000115934  |           |
| 471             | SANDY #4086 Business Loan Application: SBA Reference Number: # 1000219393  |           |
| 472             | Exhibit E – Witnesses: Testimony from doctors and other healthcare professionals about hospitalizations, therapy, treatments and medications endured by Plaintiff for stress related illness induced and exacerbated by defendants. 23 PAGES | 112       |
| 473             | Exhibit X  |           |
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### EXHIBIT A DEFENDANTS' POWER

|                | WORLD<br>RANK | ASSETS              |
|----------------|---------------|---------------------|
|                |               | US DOLLARS          |
| Goldman Sachs  | 28            | \$1,505,000,000,000 |
| HSBC           | 3-Feb         | \$2,723,000,000,000 |
| Ocwen          | NA            | \$7,873,770         |
| Fremont        | NA            | NA                  |
| JP MorganChase | 9-Jun         | \$2,463,000,000,000 |

[There have been over 25 million foreclosures in the US since 2000. That is 28.9% of all homeowners!](#)

477

### EXHIBIT A – 1

#### **"IN SEARCH OF REPRESENTATION" MESSAGE SENT TO ATTORNEYS**

I am in search of a NJ attorney who is honest, courageous and has won fraud cases against financial firms.

On Monday, November 17, 2014, The Superior Court of New Jersey Essex County Vicinage Law Division granted me a default judgment against Goldman Sachs, HSBC Bank USA, Ocwen, Fremont Home Loan Trust (**Docket ESSX L – 004753-13**). The Discovery summary, with updates, is attached (1\_GoldmanSachs-Story\_v5-attorney-search.docx ). You may click on the hyperlinks to see the proof as you read. Or, you can download the summary with all documents attached – 503 pages—by clicking on this link [http://finfix.org/proof/DD/Discovery-Documents\\_ALL\\_11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf). Additional information can be found at [www.FinFix.org](http://www.FinFix.org).

We need to schedule a proof hearing, file a motion to dismiss the foreclosure (**Docket F-00839-13**), file a motion to discharge mortgage, defeat an appeal (if necessary), and anything else the attorney advises me to do.

478

### EXHIBIT B

**PUTTING IT INTO PERSPECTIVE: Info Not Included in Discovery Document  
(SEE EXHIBIT C – DISCOVERY SUBMISSION FOR DOCKET NO. ESSEX-L-004753-13)**

479

- 7-10-1850 Marine Midland began (Ex B-1: Wikipedia)

480

- 3-3-1865 The Hongkong and Shanghai Banking Corporation (HSBC) was established in Hong Kong, China (Ex-B-2: Cited)

481

HSBC Bank USA, N.A. CIK#: 0001582152

482

(Ex-B-3: first SEC filing date 7-23-13)

483

- 12-2-1938 Ocwen Federal Bank established ( Ex-B-4: FDIC Certificate #: 30028)

484

- 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)

485

- 1985 Enhance Financial Services established (Ex-B-6: CIK# 0000881889 & About)

486

(CLICK TO VIEW)

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### MASTER LIST NO.

- 487 • 1987 HSBC extended 51% share to full ownership of Marine Midland Bank (Ex-B-7: Cited)
- 488 • Feb. 1988 Ocwen established (Ex-B-8: About, CIK# 0000873860)
- 489 (CLICK TO VIEW)
- 490 • 1988 Litton Loan established (Ex-B-9: Profile)
- 491 • 2-8-1995 ENHANCE FINANCIAL SERVICES GROUP INC (Ex-B-10: CIK#: 0000881889 Ex-B-6: first SEC filing date)
- 492 (CLICK TO VIEW)
- 493 • **1997/2007** When did Enhanced Financial Services buy Litton Loan (Ex-B-11: SEC Filing) (Ex-B-11: SEC Filing) (Ex-B-12: Money Trail)
- 494 (CLICK TO VIEW)
- 495 (CLICK TO VIEW)
- 496 • 6-4-1996 OCWEN FINANCIAL CORP Ex-B-8: CIK#: 0000873860 Ex-B-13: initial SEC Filing
- 497 (CLICK TO VIEW)
- 498 • 1996 C-Bass was formed and "added" Litton Loan to its holdings. (Standard & Poors evaluation)  
In 1996, Litton was added to a newly formed investment company, C-BASS, as part of an initial investment made by Enhance Financial Services, its owner at the time. Enhance, which later was purchased by Radian Group Inc. (Radian), co-invested in C-BASS with MGIC Investment Corp. (MGIC) in July 1996 to form C-BASS LLC. MGIC and Radian each owned a 42% interest in C-BASS LLC, with the remainder owned by C-BASS senior management. C-BASS was a large purchaser of credit-sensitive assets, which consisted primarily of subprime mortgages. As an outgrowth of this strategy, Litton began servicing subprime accounts in 1998. Due to liquidity pressures, C-BASS LLC sold Litton to Goldman Sachs Group Inc. in December 2007.
- 499
- 500 • 2-16-1999 HSBC acquired (Ex-B-14: SEC listing) Marine Midland Bank (Ex-B-14: CIK# 0000062346) HSBC USA INC Ex-B-15: CIK#: 0000062348 & 6-2-1996 SEC Filing
- 501 (CLICK TO VIEW)
- 502 (CLICK TO VIEW)
- 503 (CLICK TO VIEW)
- 504 • 2-17-1999 Enhanced Financial Services first SEC filing (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition)
- 505 (CLICK TO VIEW)
- 506 • 7-27-1999 Republic National Bank initial SEC filing (Ex-B-17: CIK# 0000315053) <http://www.sec.gov/about/forms/form13f.pdf>
- 507 • 12-31-1999 HSBC acquired Republic National Bank (Ex-B-18: CIK#0000083246) effective Jan. 3, 2000
- 508 (CLICK TO VIEW)
- 509 • 11-1-2000 C-Bass sells Litton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (Ex-B-20: SEC filing) Litton has complied with Section 3.27 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 Litton Loan Servicing LP, as Servicer, dated November 1, 2000.
- 510 (CLICK TO VIEW)
- 511 • 11-14-2000 Radian acquires Enhanced Financial Services (Ex-B-21: PressRelease)
- 512 • 1-12-2001 SEC shows Litton Loan a subsidiary of Enhance Financial & affiliate of C-Bass (Ex-B-11: SEC Filing)
- 513 • 2-26-2002 C-BASS CAPITAL LLC (Ex-B-22: CIK#: 0001038155 formerly: HEMLOCK CAPITAL LLC first SEC filing)
- 514 • 12-27-2000 Goldman Sachs advised Radian on acquisition of Enhanced Financial Services (Ex-B-23: SEC filing)
- 515 • 1-22-2001 HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CIK#: 0000315053 last SEC filing)

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- 516 • 12-21-2004 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>
- 517 • 2-16-2005 Deloitte & Touche Report on Litton Loan filed with SEC Ex-B-26: filed with SEC
- 518 • 8-25-2006 FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CIK: 0001373810 Initial SEC filing by FREMONT  
MORTGAGE SECURITIES CORP (Filed by) Ex-B-27: CIK: 0001099390
- 519 (CLICK TO VIEW)
- 520 (CLICK TO VIEW)
- 521 • 3-8-2007 The Federal Deposit Insurance Corp. announced the cease-and-desist order with Fremont Investment & Loan (Ex-B-
- 522 • 12-11-2007 C-Bass sells Litton Loan to Goldman Sachs (Ex-B-29: Article)
- 523 • 11-21-2007 SEC Launches Probe of MGIC, Radian (Ex-B-30: Article)
- 524 • Financiers, Wall street Journal & other publications not fooled (Ex-B-31: Article OR Article)
- 525 (CLICK TO VIEW)
- 526 • 12-2007 Goldman Sachs to Cash In Big Time with Acquisition of Litton Loan (Ex-B-32: Article or Article )
- 527 (CLICK TO VIEW)
- 528 • 2007 One reason that Goldman Sachs may have bought Litton Loan:  
C-Bass was among more than 100 mortgage lenders and investors forced to halt operations or find buyers in 2007 amid the worst  
housing slump in 18 years. Its majority owners were MGIC Investment Corp. and Radian, the nation's No. 1 and No. 3- ranked  
mortgage insurers. - See more at: (Ex-B-32: Article or Article )
- 529 • 9-21-2008 HSBC dumps over \$40 billion in loans (Ex-B-33: Article & Article & Article)
- 530 (CLICK TO VIEW)
- 531 (CLICK TO VIEW)
- 532 • 7-15- New Jersey Attorney General Announces Mortgage Fraud Lawsuits (Ex-B-34: Article)
- 533 • 9-30-2009 HSBC moves headquarters to avoid fines (Ex-B-35: Article & Article & Article & Article & Article )
- 534 (CLICK TO VIEW)
- 535 (CLICK TO VIEW)
- 536 (CLICK TO VIEW)
- 537 (CLICK TO VIEW)
- 538 (CLICK TO VIEW)
- 539 • 1-27-2010 Litton Loan not favorably viewed by industry (Ex-B-36: Article & Article & Article & Article)
- 540 (CLICK TO VIEW)
- 541 (CLICK TO VIEW)
- 542 (CLICK TO VIEW)
- 543 • 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
- 544 • 6-22-2010 Larry Litton Jr., Litton Loan, claims 100,000 trial modifications, almost 1/3 of portfolio, in letter to Financial
- 545 • 7-9-2010 Legal Complaint alleges HSBC underwriting facilitates mortgage fraud (Ex-B-39: Legal Complaint)
- 546 • 11-9-2010 Goldman Sachs suspended evictions & foreclosures in some states (Ex-B-40: article)
- 547 • 11-12-2010 C-Bass (Credit-Based Asset Servicing and Securitization LLC) files bankruptcy (sold Litton Loan in 2007) (Ex-B-41: /



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- 3-6&13-11 Financial Firms' Errors Recognized by Many (Ex-B-42: Article & Article)

549

(CLICK TO VIEW)

550

- 6-6-2011 Goldman Sachs sells Litton Loan to Ocwen (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, Litton Loan Servicing LP. Ex-B-44: Article

551

552

- 9-6-2011 Goldman Sachs playing both sides of BofA \$8.5B settlement (Ex-B-45: Article)

553

- 11-10-2011 HSBC continues to dump billions in loans (Ex-B-33: Article & Article & Article)

554

(CLICK TO VIEW)

555

(CLICK TO VIEW)

556

- 8-2-2011 HSBC lays off 30,000 U.S. employees; the number will rise as time goes on (Ex-B-46: Article & Article & Article)

557

(CLICK TO VIEW)

558

(CLICK TO VIEW)

559

- 6-7-2012 Damages by HSBC recognized by people worldwide (Ex-B-47: Article & Article)

560

(CLICK TO VIEW)

561

- 5-17-2013 HSBC lays off another 14,000 employees (Ex-B-46: Article & Article & Article)

562

(CLICK TO VIEW)

563

(CLICK TO VIEW)

564

- 7-23-2013 HSBC Bank USA, N.A. Ex-B-40: CIK#: 0001582152 (Ex-B-48: Form 13F first SEC filing date 7-23-13) + (Affiliated with ?? HSBC established in Hong Kong, China in 1865 (Ex-B-2: Cited) )

565

(CLICK TO VIEW)

566

(CLICK TO VIEW)

567

- 2-1-2014 Plaintiff's Response to Character Assassination by Defendant's attorney (Ex-B-49)

568

- 10-21-14 HSBC Board Member chastises protestors (Ex-B-50: Article & Article)

569

(CLICK TO VIEW)

570

- 10-30-2014 Ocwen sets aside \$100M for possible foreclosure settlements (Ex-B-51: Article)

571

- 9-1-20014 HSBC Culpability Recognized Worldwide (Ex-B-51: Article & Article)

572

(CLICK TO VIEW)

573

- 12-13-14 Recount of 'in and out' fraud (Ex-B-52: Article) A CHRONOLOGY, COST & CONSEQUENCE OF "ERRORS" REFERENCE EXHIBIT FROM DISCOVERY DOCUMENT

574

- 11/14/14 The Discovery document submitted to the Superior Court of New Jersey and to the defendants' 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 \$208,000 of the mortgage principal balance has not been accounted for. Defendants still have not provided complete transactional reports for the mortgages in questions. (Ex-C: Download )

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- 2/4/15 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 )

576

(CLICK TO VIEW)

577

- 2/5/15 Witnesses will provide further collaboration. Witnesses were presented to the NJ Court and the defendants' 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

578

[C:\CriticalFiles\CURRENT\\_Post2010\Veronica Williams\Legal\\_Prepaid\Case\\_LittonLoan\1\\_GoldmanSachs-Story\\_v8-MotionProof-Hearing\\_2](C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\1_GoldmanSachs-Story_v8-MotionProof-Hearing_2)

579

[http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing\\_SHARED.pdf](http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf)

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Documents Submitted to US District Court of NJ in Nov. 2016

|     |   |
|-----|---|
| 600 | 1_ALL-SUMMONS-SERVED-AFFIDAVITS.pdf                                 |
| 601 | 1_COMCAST-IDENTIFY-THEFT-ONLY_ALL_Redacted.pdf                      |
| 602 | 1_SUMMARY_for-Robert-Rich.pdf                                       |
| 603 | 1_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf                         |
| 604 | ACT_Capabilities_Statements.pdf                                     |
| 605 | ACT_Inc.-D&B-PPOE-Report.pdf  |
| 606 | ACT-Certificate-of-Incorp.pdf                                       |
| 607 | ACT-Inc.-Capabilities-Statement-GSA-v13-DC-NJ.pdf                   |
| 608 | ACT-Inc.-IT-Labor-Categories&Rates.pdf                              |
| 609 | ACT-Inc.-Master_Price_List_Comml_2-21-15.pdf                        |
| 610 | ACT-Inc.-MOBIS-Labor-Categories&Rates.pdf                           |
| 611 | ACT-MOBIS-BestPractices-D&B.pdf                                     |
| 612 | ACT-Volume_1-Technical_Attachments.pdf                              |
| 613 | ACT-Volume_2-Price.pdf  |
| 614 | Appeal-Hearing_23213-843_dictation_844_by_0013_sn.dct-1.wav         |
| 615 | Appeal-NJF-redacted.pdf   |
| 616 | Appeal-NJ-redacted.pdf  |
| 617 | Appeal-NJ-redacted-PUBLIC.pdf                                       |
| 618 | Appeal-NJS-share.pdf  |
| 619 | ARDEC Solution Overview.doc   |
| 620 | ARDEC-SolutionOverview.pdf  |
| 621 | Article-PovertyPimps.pdf  |
| 622 | CADTRAIN-Invoice-3770.pdf   |
| 623 | Capital_One_Highlights-for-SBA.pdf                                  |
| 624 | CapOne_SETTLED_2877.pdf   |
| 625 | CapOne_SETTLED_4857.pdf   |
| 626 | Case ID_ 4011821314_ Williams Veronica_ NOR.pdf                     |
| 627 | Case_2-16-cv-05301_MotionDefaultJudgment.docx                       |
| 628 | Case_2-16-cv-05301_MotionDefaultJudgment.pdf                        |
| 629 | Case-ID-4011821314_WilliamsV_NOR.pdf                                |
| 630 | CaseNo-2-16-cv-05301_Defendants-Served.doc                          |
| 631 | CENSUS_us_state_totals_2012.xls                                     |
| 632 | COURT_List-of-Filings-FOR-TRIAL.docx                                |
| 633 | COURT_List-of-Filings-FOR-TRIAL.pdf                                 |
| 634 | COURT_Motion-to-Dismiss-Foreclosure_Docket No. ESSEX-F - 000839-13_ |
| 635 | COURT_MotionToReinstate_ESSEX-L-00473-13.pdf                        |
| 636 | COURT-Denbeaux-Withdraws_Notice_12-9-14.pdf                         |
| 637 | Dec-Submission-Cover-letter_12-20-16.doc                            |
| 638 | Dec-Submission-Cover-letter_12-20-16.pdf                            |
| 639 | Dec-Submission-Cover-letter_12-22-16.doc                            |
| 640 | Dec-Submission-Cover-letter_12-22-16.pdf                            |
| 641 | Dec-Submission-Cover-letter_12-23-16.doc                            |
| 642 | Dec-Submission-Cover-letter_12-26-16.doc                            |
| 643 | Dec-Submission-Cover-letter_12-26-16_w-backup.doc                   |

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Documents Submitted to US District Court of NJ in Nov. 2016

|     |  |
|-----|--|
| 644 | Denbeaux-Threatened_10-31-14_Redacted.pdf                            |
| 645 | DHS - USCG - McIntyre.pdf  |
| 646 | DHS-VOS-with-ACT-12-11-06.pdf  |
| 647 | DiscoverI-Presentation-Agenda.pdf                                    |
| 648 | DiscoverIT Presentation Agenda.doc                                   |
| 649 | DiscoverIT Presentation Agenda.pdf                                   |
| 650 | DiscoverITTrainingforPicatinny-COACH-1-30-05.pdf                     |
| 651 | Eligibility-Guidelines-for-Gaining-Security-Clearance _ Military.pdf |
| 652 | Extension-to-File_Waive-Fees_IRS-NJ_ACT_2014-2013_3-3-16.pdf         |
| 653 | FEMA_ClearanceDenialInfo.pdf   |
| 654 | FEMA_Federal-Emergency-Management-Agency-FOIA-2013-FEFO-00066-R      |
| 655 | Financial-Injury.xlsx  |
| 656 | FoodStampLetter_11-18-16-INCREASED.pdf                               |
| 657 | Fremont-Home-Loan-2006_0001036404-07-001672.pdf                      |
| 658 | Fremont-Home-Loan-2006_0001036404-07-001672.txt                      |
| 659 | Fremont-Home-Loan-Trust_in-Edgar.pdf                                 |
| 670 | Fremont-Home-Loan-Trust_in-Edgar.xlsx                                |
| 671 | From-Seiden-Stipl-Ext-Discovery+Adj-Trial-Williams.pdf               |
| 672 | Funding-Guarantee.docx   |
| 673 | Funding-Guarantee.pdf  |
| 674 | GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-ENCLOSURE-      |
| 675 | GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT     |
| 676 | GSA-2016-000939-Veronica-Williams-Final-Response-Letter-dated-092220 |
| 677 | GSA-FOIA-denied.pdf  |
| 678 | GSA-FOIA-denied-ltr.pdf  |
| 679 | GSA-Proposal-by-SIN-IT.pdf   |
| 680 | GSA-Proposal-by-SIN-IT.pdf   |
| 681 | GSA-Proposal-by-SIN-MOBIS.pdf  |
| 682 | HAMP_Request_8-4-14.pdf  |
| 683 | How Does Debt Affect Military Security Clearances.pdf                |
| 684 | How-Does-Debt-Affect-Military-Security-Clearances.pdf                |
| 685 | HSBC-Acquires-US-Banks.pdf   |
| 686 | HSBC-Acquires-US-Banks.rtf   |
| 687 | HSBC-Interrogatories_12-6-13.pdf                                     |
| 688 | Insurance-Cancelled_11-1-14.pdf                                      |
| 689 | IRS-NJ_ACT_2006-2007-2008_12-12-11.pdf                               |
| 690 | IT_ACT-Inc20060407-GSALettersOfSupply.pdf                            |
| 691 | IT-Price-List-for-Proposals_6-29-03.xls                              |
| 692 | IT-Price-List-for-Proposals_6-29-03_for-FedCourt.xls                 |
| 693 | IT-Price-List-for-Proposals_6-29-03-ALL-SHEETS.pdf                   |
| 694 | IT-Schedule.pdf  |
| 695 | Medical-Impact.doc   |
| 696 | Medical-Impact.pdf   |
| 697 | Medical-Impact2.doc  |

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| MASTER<br>LIST NO. | Documents Submitted to US District Court of NJ in Nov. 2016  |
|--------------------|--|
| 698                | MobilityEmpowersSenate.pdf   |
| 699                | MOBIS-Price-List-for-Proposals.pdf   |
| 680A               | MOBIS-Price-List-for-Proposals.xls   |
| 681A               | MOBIS-Schedule.pdf   |
| 682A               | MotionToDismissForeclosure_ESSEX-F-000839-13.pdf   |
| 683A               | MotionToReinstate_ESSEX-L-00475-13.pdf   |
| 684A               | Navy-disposition-letter.pdf  |
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| 906 |  |  | GSA document with % of US businesses with GSA Schedule<br><b>There are approximately 20,000</b><br><br><b>SOURCE: F&amp;S HOLDERs by Winvale ; US BUSINESSES by Quora _</b><br><br><b>Winvale</b><br><br>1012 14th Street NW, 3rd Floor<br>Washington, DC 20005<br>Email: info@winvale.com<br>Phone: (202) 396-0000<br>Fax: (202) 396-0000<br>www.winvale.com<br><br><a href="http://www.quora.com/Casey-McKinnon-Head-of-Williams-Legal-Prepaid-Case-Litigation">Quora: Casey McKinnon, Head of Williams Legal Prepaid Case Litigation</a><br><a href="http://www.censu2.com/usa/1301car6043/acop/cuph/13043-cuph-accopul.html">http://www.censu2.com/usa/1301car6043/acop/cuph/13043-cuph-accopul.html</a> |           | <a href="http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf">http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf</a><br>P. 7 only, REDACT MOST OF PAGE<br>C:\CriticalFiles\CURRENT_Post2010\FINRA\W_FINRA-Good-Standing-Letter_Veronica-Williams.pdf<br>GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.docx &<br><a href="http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf">http://finfix.org/proof/ADDL/GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf</a><br>GMR_for_GS-10F-0104P_GSA-Agency-Answer-Deny-Williams-Request_ACT-response_10-30-16.pdf |
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| 951             |                                       | <small>C:\Critical\Files\CURR\Owen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf</small>   |                   | <a href="http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure">PRINT http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure</a>  |
| 952             |                                       | <small>C:\Critical\Files\CURR\Owen-foreclosures-frozen-after-NationalMortgageSettlement-compliance-failure_2016-04-28_HousingWire.pdf</small>   |                   | <a href="http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure">ONLINE http://www.housingwire.com/articles/print/36908-ocwen-foreclosures-frozen-after-national-mortgage-settlement-compliance-failure</a>   |
| 953             |                                       | Goldman Sachs Settlement  | <b>START HERE</b> | Net Worth – US Median \$81,456<br><a href="https://dailyci.com/net-worth-in-the-united-states-zooming-in-on-the-top-centiles/">https://dailyci.com/net-worth-in-the-united-states-zooming-in-on-the-top-centiles/</a><br><br>Median Family Net Worth : \$117,900<br><a href="http://www.forbes.com/sites/nextavenue/2013/03/04/next-avenue-money-scorecard-how-do-you-rate/#58475637d12f">http://www.forbes.com/sites/nextavenue/2013/03/04/next-avenue-money-scorecard-how-do-you-rate/#58475637d12f</a><br><a href="https://en.wikipedia.org/wiki/Goldman_Sachs">Goldman Sachs US\$ 861 billion (2015)[1]</a><br><a href="https://en.wikipedia.org/wiki/Goldman_Sachs">https://en.wikipedia.org/wiki/Goldman_Sachs</a><br><a href="https://en.wikipedia.org/wiki/HSBC">HSBC US\$2.67 trillion</a><br><a href="https://en.wikipedia.org/wiki/HSBC">https://en.wikipedia.org/wiki/HSBC</a> |
| 954             |                                       | <ul style="list-style-type: none"> <li>\$5B paid by Goldman Sachs is:               <ul style="list-style-type: none"> <li>o 2472.03 like average person's time for stealing thousands from user</li> <li>o 0.0176% of Goldman Sachs asset</li> <li>o Cost of doing business , not a deterrent</li> </ul> </li> </ul> |                   |  |
| 955             |                                       |   |                   |  |
| 956             |                                       |   |                   |  |
| 957             |                                       |   |                   |  |
| 958             |                                       | HSBC Settlement   |                   | <a href="http://finfix.org/proof/ADDL/Financial-Injury.xlsx">http://finfix.org/proof/ADDL/Financial-Injury.xlsx</a><br><small>C:\Critical\Files\CURR\Financial-Injury.xlsx</small>   |
| 959             |                                       | <ul style="list-style-type: none"> <li>\$470M paid by HSBC is:               <ul style="list-style-type: none"> <li>o 514.34 like average person's time for stealing thousands from user</li> <li>o 0.5807% of HSBC assets</li> <li>o Cost of doing business , not a deterrent</li> </ul> </li> </ul>                 |                   | <a href="http://finfix.org/proof/ADDL/CENSUS us state totals 2012.xls">http://finfix.org/proof/ADDL/CENSUS us state totals 2012.xls</a><br><small>C:\Critical\Files\CURR\CENSUS us state totals 2012.xls</small>   |
| 960             |                                       |   |                   | <a href="http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf">http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf</a><br><small>C:\Critical\Files\CURR\Witnesses Nov-2016.pdf</small>  |
| 961             |                                       | Updated Witness List – Includes Federal contacts  |                   | <a href="http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf">http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf</a><br><small>C:\Critical\Files\CURR\Witnesses Nov-2016.pdf</small>  |
| 962             |                                       |   |                   | <a href="http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf">http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf</a><br><small>C:\Critical\Files\CURR\Witnesses Nov-2016.pdf</small>  |
| 963             |                                       |   |                   | <a href="http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf">http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf</a><br><small>C:\Critical\Files\CURR\Witnesses Nov-2016.pdf</small>  |
| 964             |                                       |   |                   | <a href="http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf">http://finfix.org/proof/ADDL/Witnesses Nov-2016.pdf</a><br><small>C:\Critical\Files\CURR\Witnesses Nov-2016.pdf</small>  |

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### Documents Added for Feb. 9, 2018 Hearing

MASTER  
LIST NO.

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

|      |  |
|------|--|
| 970  | COURT_List-of-Filings-FOR-TRIAL-CURRENT.xlsx                             |
| 971  | CURRENT COURT_List-of-Filings-FoR-TRIAL.xlsx                             |
| 972  | Dune-Capital.docx  |
| 973  | Equifax_2017-USDCNJ.pdf  |
| 974  | Experian_2017-USDCNJ.pdf   |
| 975  | TransUnion_2017-USDCNJ.pdf   |
| 976  | Financial-Injury-MASTER_2017.xlsx  |
| 977  | Financial-Injury_Size_Standards_Table_2017.xlsx                          |
| 978  | Financial-Injury_Size_Standards_Table_2017.pdf                           |
| 979  | Fremont-in-Edgar.docx  |
| 980  | Innovis_2017-USDCNJ.pdf  |
| 981  | Mortgage-Creation-FinFix_v3-slides_DRAFT.pptx                            |
| 982  | Mortgage-History-Ledger-ALL.xlsx   |
| 983  | Plaintiff Updates Financials   |
| 984  | COURT_Complaint-Comparison_81-11 & 4753-13                               |
| 985  | Plaintiff Appealed Judge Miterhoff Decision                              |
| 986  | Plaintiff Appealed Foreclosure   |
| 987  | Plaintiff Notified of NJ Hearing AFTER it Was Held                       |
| 988  | NJ Supreme Court Denied Plaintiff Due Process                            |
| 989  | COURT_US-AG_HELP_UPD_3-26-15   |
| 990  | Appeal of Court Orders to NJ Superior Court                              |
| 991  |  |
| 992  | VW_Marquis-Lifetime-Achievement-Award.pdf                                |
| 993  | VWilliams_Financial-Economics-Operations-Expertise.doc                   |
| 994  | VWilliams_Financial-Economics-Operations-Expertise.pdf                   |
| 994B | VWilliams_Financial-Economics-Operations-Expertise_v2.pdf                |
| 995  | Williams_Press-Release-MARQUIS_LAA-2017.pdf                              |
| 996  | VW_Employment_History_1969 – 2017  |
| 997  | VW_online_video  |
| 998  | Witnesses-Board-Defendants.xlsx  |
| 999  | Witnesses-Rule-26-Comply_1-12-18.xlsx                                    |
| 1000 | The Perils of Health Care under Medicaid                                 |
| 1001 | Medicaid Is An American Right  |
| 1002 | Case Highlights – US DISTRICT COURT OF NEW JERSEY CASE NO. 2-16-cv-05301 |
| 1003 | DHS Vendor Outreach notes added (Court List of Filings 12/30/16)         |
| 1004 | GSA Settlement   |
| 1005 | ADD COUNT: False Inducement to Action                                    |
| 1006 | VW Sought Mediation  |

USDCNJ Filing #58

USDCNJ Filing #102

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### Documents Not Filed

| MASTER<br>LIST NO. | Documents Not Submitted to US District Court of NJ, N<br>Courts or Federal Govt. |                     |
|--------------------|--|---------------------|
|                    |  |                     |
| 1010               | Case 2-16-cv-05301 Glimpse-of-Proof-of-Fraud.docx                                | <a href="#">ec</a>  |
| 1011               | 1_11-Williams-Motion-for-Summary-Judgment-filed_recvd_1-24-                      |                     |
| 1012               | 1_Attorney-Federal_Summary_HSBC-LittonGoldman-updated_4-4-                       |                     |
| 1013               | SEC+Fed-Former-Contacts.rtf  |                     |
| 1014               | 1_Attorney-Update-\$21M-Jury-Award.rtf   |                     |
| 1015               | AppealTribunalDecision_response_8-11-11.pdf                                      |                     |
| 1016               | ProofOfService_2011.pdf  |                     |
| 1017               | 341_Mortgages_EssexCtyHallOfRecords-PUBLISH.pdf                                  |                     |
| 1018               | ACT_FED_Losses_3-23-13.xlsx  |                     |
| 1019               | ACT-Valuation-DUNS-926459942-Industry-Report-March-2018.pdf                      |                     |
| 1020               | COURT_LIST-OF-CASES.rtf  |                     |
| 1021               | COURT_List-of-Case-Documents-Case L-00457-13&F-00839-13.doc                      |                     |
| 1022               | Court_Status_from-Khawan_9-14-14.pdf   |                     |
| 1023               | COURT_US-AG_HELP_2-26-13.pdf   |                     |
| 1024               | COURT_US-AG_HELP_4-3-13.pdf  |                     |
| 1025               | Letter to US AG 5/29/2015  | <a href="#">wy</a>  |
| 1026               | COURT_US-AG_HELP_AssignedNo3017163.pdf   |                     |
| 1027               | DC_Transition_Litton_Timeline_3-13-13.pdf  |                     |
| 1028               | DC_Transition_Litton_Timeline.xls  |                     |
| 1029               | VW_toLittonNeedPolicy2011.pdf  |                     |
| 1030               | Regulators.docx  | <a href="#">/ri</a> |
| 1031               | Payment Received 4-4-05.html   |                     |
| 1032               | OfferLetter_TCS.pdf  |                     |
| 1033               | Daniel Roy Unethical Collaborations  |                     |
| 1034               | Correspondence with Owen   |                     |
| 1035               | Deposition-Discovery-SE-Responses-to-Plaintiff-Rule-26-Interrogato               |                     |
| 1036               | Seiden document not filed recvd 2-9-18   |                     |
| 1037               | Proposed Discovery Plan by Plaintiff v1  | <a href="#">30</a>  |
| 1038               | Proposed Discovery Plan by Plaintiff   |                     |

## Over 1,140 Evidentiary Items Digital Copies Files & Available Upon Request

### Documents Added for Feb. 9, 2018 Hearing

| MASTER LIST NO. | Documents Submitted to US District Court of NJ after 2/9/18   |
|-----------------|---|
| 1050            | COURT_List-of-Filings-FOR-TRIAL-CURRENT.xlsx as of 2-9-18     |
| 1051            | CURRENT COURT_List-of-Filings-FoR-TRIAL.xlsx CURRENT          |
| 1052            | Case_2-16-cv-05301_Seiden-letter-Feb9-hearing-2-6-18          |
| 1053            | Goldman Sachs 10K 2016  |
| 1054            | Ocwen 10K 2017  |
| 1055            | Case_2-16-cv-05301_Plaintiff-Filing_3-2-18.pdf                |
| 1056            | VW Deposition by Seiden 10-2-2014                             |
| 1057            | KFlanagan Deposition by Denbeaux 2014                         |
| 1058            | COURT_DEF_S&E_Rule26-Disclosures_12-2017                      |
| 1060            | Timeline  |
| 1061            | Experian Refuses to Remove Ocwen                              |
| 1062            | Chase Denies Credit   |
| 1063            | Plaintiff's Company Denied Credit by BofA-TransUnion          |
| 1064            | Fremont Revised Mortgage                                      |
| 1065            | Court appointed Mediator Schedules Mediation                  |
| 1066            | Judge Mitterhoff dismisses action                             |
| 1067            | Plaintiff Escalates to NJ Supreme Court                       |
| 1068            | Receipts for Appeal Sent to NJ Supreme Court                  |
| 1069            | USPS Mail Lost - Never Found by NJ or USPS                    |
| 1070            | Complaint filed with USDCNJ August 2016 (w/o attachments)     |
| 1071            | Pain & Suffering After Foreclosure                            |
| 1072            | US Senate Said Money-Laundering by HSBC's McDonagh            |
| 1073            | US Senate Said Money-Laundering by HSBC's McDonagh            |
| 1074            | Litton Promised NOT to Foreclosure                            |
| 1075            | Litton to Delay Foreclosure - second copy                     |
| 1076            | IRS-Appeal-to-Ogden-memo_July-2018                            |
| 1077            | IRS-Appeal-to-Ogden-letter_July-2018                          |
| 1078            | IRS Appeal - 6-13-18  |
| 1079            | IRS Appeal - 3-13-18  |
| 1080            | IRS Appeal - 10-16-17   |
| 1081            | Identity Theft - Comcast                                      |
| 1082            | Identity Theft - IRS (several docs)                           |
| 1083            | SSA Appeal  |
| 1084            | SSA Appeal FU 6-22-18   |
| 1085            | EssexCty-Appeal-SNAP-Medicaid_6-2018                          |
| 1086            | LifeLock Received Info 8-20-17                                |
| 1087            | Foreclosure Dismissed to Credit Agencies 3-23-12              |
| 1100            | VW Request to Veritext  |
| 1101            | Response from Veritext  |
| 1102            | Motion for Proof Hearing NJ Case COURT-Case-Files-L-004753-13 |
|                 | <b>OLD DOCUMENTS</b>  |
| 1103            | US-Case-No-2-16-cv-05301-SUMMARY.doc B4 2018                  |
| 1104            | US-Case-No-2-16-cv-05301-SUMMARY.pdf B4 2018                  |
| 1105            | US-Case-No-2-16-cv-05301-PREMEDITATION.doc                    |

## Over 1,140 Evidentiary Items Digital Copies Files & Available Upon Request

### Documents Added for Feb. 9, 2018 Hearing

MASTER LIST NO. Documents Submitted to US District Court of NJ after 2/9/18

1106 US-Case-No-2-16-cv-05301-PREMEDITATION.pdf

1107 1\_MASTER\_FED-TO-DO\_12-18-16.rtf

1108 Dr. Rajiyah No Exercise No Stress

1109 Letter to NJ Court Asking for Certified Mail w/FedEx

1110 Plaintiff Depicts Infliction by Defendants' Acts

1111 Welfare Denied due to Foreclosure

1112 Essex Cty Home Improvement Prog App

1113 Damages from NJ Welfare due to Foreclosure

1114 Damages from NJ Welfare due to Foreclosure-PROOF

1115 Decline of the Middle Class\_FT-2018

1116 Decline of the Middle Class\_NYTimes

1117 Decline of the Middle Class\_Pew-Research

1118 GSA Acquisition Manual\_1999

1119 Welfare Denied due to Foreclosure - AGAIN

1120 Welfare Denied due to Foreclosure - AGAIN-VW

1121 VW to NJ Superior Court - Re-Send Letter

1122 Damages-MortgageOfferQuickenLoans

1123 VW Federal Resume 2012

1124 Federal Agencies Block Opportunities Due to Foreclosure

1125 VW Chronological & Detailed Resume

1126 NJ Loses Identity Sensitive Mail

1127 Plaintiff Has Trespassers & ColdCallers

1128 Defendants Question Sheriff Sale

1129 Fund Justice Campaign Created 3-27-18

1130 Fund Justice Campaign Cancelled 10-10-18

1131 Flipper of Adjacent Property Refuses to FIX DAMAGE

1132 NJ Loses Identity Sensitive Mail - NJ-response#1

NJ Loses Identity Sensitive Mail - NJ-response#2

NJ Unemployment Problems after fraud

Plaintiff Works to Regain Health b4 knows about 8/14 foreclose

Doctor Patient Needs Consideration 11-11-18

ForeclosureDismissed\_3-8-2012.

ForeclosureDismissed\_7-19-2013

NJ Welfare Exacerbates Identity Theft-email 11-26-18

Plaintiff on Front Page Chicago Sun Times Business




New Witnesses & Damages From Fake Foreclosure Filings

## MORE DAMAGES NOT INCLUDED IN CASE FILES

### One Example, PLAINTIFF LACKS FUNDS AND TIME TO PROTECT AGAINST TRADEMARK INFRINGERS & OTHER COMPETITORS

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~ V. Williams, Brand Creator

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| Discover It   | <a href="#">85503892</a>                                 | <b>2011</b>   | <b><u>2012</u></b>   | <a href="#">KJB Security Products, Inc.</a><br><a href="https://www.kjbsecurity.com/">https://www.kjbsecurity.com/</a> |
|    | <a href="#">85454506</a>                                 | <b>2011</b>   | <b><u>2013</u></b>   | <a href="#">Integrated Management Information, Inc.</a>  |
| DISCOVER IT   | <a href="#">86241878</a>                                 | <b>2014</b>   | <b><u>2016</u></b>   | <a href="#">IT COSMETICS, LLC</a><br>Subsidiary of L'Oréal S.A.  |
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| DISCOVER It Forward   | <a href="#">86088334</a>                                 | <b>2013</b>   | <b><u>2014</u></b>   | <a href="#">Lesinski, David</a>  |
| Discover it. Together.  | <a href="#">85907769</a>                                 | <b>2013</b>   | <b><u>2014</u></b>   | <a href="#">Lamb Creek Family Adventures Inc.</a>  |
| DISCOVER IT. LIVE IT. SHARE IT.   | <a href="#">86579306</a>                                 | <b>2015</b>   | <b><u>2016</u></b>   | <a href="#">Nikken International, Inc.</a>   |
|  | <a href="#">86815401</a>                                 | <b>2015</b>   | <b><u>2016</u></b>   | <a href="#">Bruneau Antiques Inc.</a>  |
|  | <a href="#">86750029</a>                                 | <b>2015</b>   | <b><u>2016</u></b>   | <a href="#">Fraser, Diane</a>  |
| GAYGULL.COM <b>DISCOVER IT.</b> EMBRACE IT.<br>GAYGULL IT!                          |  |               |  |  |

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## A PERSPECTIVE ON THE PROPERTY LOSS

As The Owner of a 35-year Old Business, Losses Realized From Decimation of Income and Asset Value, and Other Factors is Order of Magnitude Greater Than Property Alone

**PURCHASE PRICE \$88,000 ♦ PURCHASE + FINANCING \$301,696 ♦ UPKEEP \$175,000 ♦ UPGRADES \$300,000 ♦ TAXES \$157,500 = TCO \$934,196**  
**Current Value of Investment in the Property ~ \$1,300,000**

As of 12/24/2018

FINANCIAL LIFETIME POSITION OF ASSET ACQUISITION AND THEFT

Page 1 of

|                    |   | PREPARATION |      |      |      |      |      |      |      |      |      |      |      | 5 Year Investment in Property |      |      |      |      |      |
|--------------------|---|-------------|------|------|------|------|------|------|------|------|------|------|------|-------------------------------|------|------|------|------|------|
|                    |   | 1971        | 1972 | 1973 | 1974 | 1975 | 1976 | 1977 | 1978 | 1979 | 1980 | 1981 | 1982 | 1983                          | 1984 | 1985 | 1986 | 1987 | 1988 |
| FOUNDATION         | CAREER PATH   | Post MBA    |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
|                    | Financial - Economic<br>Professional<br>Publications<br>Speaking & Awards |             |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
| BASELINE           | MARKET VALUE  |             |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
|                    | Purchase<br>CPI applied<br>Assessed Value                                 |             |      |      |      |      |      |      |      |      |      |      |      | \$88,000                      |      |      |      |      |      |
| INVESTMENT         | VW INVESTMENT   |             |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
|                    | Purchase Price<br>Maintenance<br>Upgrades<br>Mortgage Payments            |             |      |      |      |      |      |      |      |      |      |      |      | \$88,000                      |      |      |      |      |      |
| FINANCING          | MORTGAGE COSTS TO HOMEOWNER   |             |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
|                    | Principal<br>Interest<br>Fremont Advance<br>Payoff Balance                |             |      |      |      |      |      |      |      |      |      |      |      | \$0                           |      | \$0  | \$0  | \$0  | \$0  |
| ROI LOSS + DAMAGES | VW EQUITY   |             |      |      |      |      |      |      |      |      |      |      |      | -\$87,900                     |      |      |      |      |      |
|                    | 541 Scotland<br>Other   |             |      |      |      |      |      |      |      |      |      |      |      |                               |      |      |      |      |      |
|                    | HSBC-GOLDMAN FRAUD DAMAGES  |             |      |      |      |      |      |      |      |      |      |      |      | \$0                           |      | \$0  | \$0  | \$0  | \$0  |
|                    | VW TOTAL DAMAGES DUE  |             |      |      |      |      |      |      |      |      |      |      |      | -\$87,900                     |      |      |      |      |      |

As The Owner of a 35-year Old Business, Losses Realized From Decimation of Income and Asset Value, and Other Factors is Order of Magnitude Greater Than Property Alone

## FINANCIAL LIFETIME POSITION OF ASSET ACQUISITION AND THEFT

[illegible]



## A PERSPECTIVE ON THE PROPERTY LOSS cont'd.

As The Owner of a 35-year Old Business, Losses Realized From Decimation of Income and Asset Value, and Other Factors is Order of Magnitude Greater Than Property Alone

As of 12/24/2018

FINANCIAL LIFETIME POSITION OF ASSET ACQUISITION AND THEFT

|                    |                             | ASSET THEFT                    |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|--------------------|-----------------------------|--------------------------------|------|----------|------|------|------|------|------|------|--|-----------|------|------|------|------|------|-------|
|                    |                             | 30 Year Investment in Property |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    |                             | 2005                           | 2006 | 2007     | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |  | 2014      | 2015 | 2016 | 2017 | 2018 | 2019 | TOTAL |
| FOUNDATION         | CAREER PATH                 |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Financial - Economic        |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Professional                |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Publications                |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Speaking & Awards           |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
| BASELINE           | MARKET VALUE                |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Purchase                    |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | CPI applied                 |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Assessed Value              | \$550,000                      |      |          |      |      |      |      |      |      |  | \$450,000 |      |      |      |      |      |       |
| INVESTMENT         | VW INVESTMENT               |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Purchase Price              |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Maintenance                 |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Upgrades                    |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Mortgage Payments           |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
| FINANCING          | MORTGAGE COSTS TO HOMEOWNER |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Principal                   |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Interest                    | \$0                            | \$0  | \$20,000 | \$0  | \$0  | \$0  | \$0  | \$0  | \$0  |  | \$0       | \$0  | \$0  | \$0  | \$0  |      |       |
|                    | Fremont Advance             |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Payoff Balance              |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
| ROI LOSS + DAMAGES | VW EQUITY                   |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | 541 Scotland                |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | Other                       | \$6,000                        |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | HSBC-GOLDMAN FRAUD DAMAGES  |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |
|                    | VW TOTAL DAMAGES DUE        |                                |      |          |      |      |      |      |      |      |  |           |      |      |      |      |      |       |

## 1<sup>st</sup> Interrogatory of 94

### Remaining 93 Interrogatories Provided Upon Request of Court

Congratulations on rising to become a Judge and Thank You for your service to the NJ Superior Court. Please give an overview of your background. When were you born? Where did you grow up? What Universities did you attend? When did you move to NJ? How long have you lived in NJ? How and when did you become a Judge? Did you pursue it or were you pursued? Where have you served as a lawyer and where have you served as a Judge? Approximately over how many cases have you presided?

**Your Decision.** Did you have an opportunity to read or learn about this case before it was presented to you in Court? How did you learn about it? About how much time did you spend reviewing the case info before each hearing/trial? Did you review any information from Veronica Williams (the Plaintiff in cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#) & Defendant in NJ Foreclosure Case [NJ-CASE-F-000839-13](#))? Did Veronica Williams appear at any of the hearings in which she was a defendant or plaintiff? Did you question Veronica Williams' absence? If so, how many times? Were you given any reason for Veronica Williams' absence? Why did you make a decision without hearing from Veronica Williams? Did you or the State of New Jersey benefit in any way from your decision? If so, how did you or the State of New Jersey benefit? If not, why not?

The [lawyer, Daniel Roy](#), who signed the fraudulent mortgage was sanctioned on Feb. 8, 2015 by the [Disciplinary Review Board of the Supreme Court of New Jersey](#) after pleading guilty to: violating RPC 1.1 (a) (gross neglect), RPC 1.3 (lack of diligence), and RPC 1.7(a)(2) (conflict of interest). The other homeowner's property was stolen with this lawyer's help. The lawyer's wife owns a title company, [Royal Title Service, Inc.](#), that has operated in Essex County since 1984. The lawyer's wife's son owns a title company, [Opal Title Service, LLC](#), that has operated in Essex County since 2012. At the time of Veronica Williams' (Plaintiff cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#)) investigation, both title firms operated out of the law office of this sanctioned lawyer,

. Could either of them have assisted this lawyer – their husband and stepfather – in retroactively for filing the fraudulent mortgage? The fraudulent mortgage was somehow added to the property records at NJ Essex County Hall of Records *after the spring of 2010*. This was at least 15 months after the Foreclosure (NJ-CASE-F-000839-13) was filed. Knowing this, would you have issued your ruling? Would you have reversed your ruling? Would you have dismissed the case and the foreclosure?

**COMPLETE INTERROGATORY DOCUMENT IS ENCLOSED WITH APPEAL**

## USDCNJ FILING PREPARED IN RESPONSE TO DEFENDANTS' QUESTION

### 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, The State of New  
Jersey

Defendants

UNITED STATES FEDERAL COURT

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

### DOCUMENT QUESTIONED BY DEFENDANTS' ATTORNEY

#### 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

### DOCUMENT QUESTIONED BY DEFENDANTS' ATTORNEY

#### Proof of Continuing Depraved Indifference

The New Jersey Courts' latest Ruling made *without giving me notice* is attached. I am the Plaintiff in USDCNJ Case 2:16 05301 & Defendant in NJ Case F-000839-13. I was not given notice before the hearing or after the hearing. Such subversive acts that defy in the face of NJ Court rules (as presented in USDCNJ Case files - see <http://www.fifix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>) are par for the course for the defendants DCNJ Case 2:16-cv-05301 and their attorneys.

One of the Defendant's attorneys questioned my certainty of information in USDCNJ Filing No. 109 by this Plaintiff. In addition to the attached document that was questioned, the Plaintiff will present extensive evidence at trial that corroborates this document. I shall update the outline provided in USDCNJ Filings No. [109](#) & No. [110](#) to incorporate this and other documents at trial.

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams  
Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)  
(202) 486-4565

December 29, 2018

**Attachment I**

SWC F 000839-13 12/07/2017 Pg 1 of 4 Trans ID: CHC2017858234  
 Recorded in the Office of the Superior Court Clerk Pg 1 of 4 Writ #17041033

ADD C

FOR

<http>

008:

475:

NJ C

[0530](http)

STEVEN K. EISENBERG, ESQUIRE (009221995)  
 JACQUELINE F. McNALLY, ESQUIRE (020402005)  
 DAVID M. LAMBROPOULOS, ESQUIRE (040322006)  
 SALVATORE CAROLLO, ESQUIRE (007012001)  
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 STEVEN P. KELLY, ESQUIRE (010032010)  
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 CHRISTOPHER A. SALIBA, ESQUIRE (161512016)  
 BRANDON P. ACCARDI, ESQUIRE (138802014)  
 ANTHONY P. SCALL, ESQUIRE (034182007)  
 CHRISTOPHER M. McMONAGLE, ESQUIRE (124402015)  
 STERN & EISENBERG, PC  
 1040 N. KINGS HIGHWAY, SUITE 407  
 CHERRY HILL, NJ 08034  
 TELEPHONE: (609) 397-9200  
 FACSIMILE: (856) 667-1456  
 (COUNSEL FOR PLAINTIFF)  
 117.790000

HSBC Bank USA, National Association, as  
 Trustee for Fremont Home Loan Trust 2006-C,  
 Mortgage-Backed Certificates, Series 2006-C

Plaintiff,

v.

Veronica Williams

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
 ESSEX COUNTY  
 CHANCERY DIVISION

DOCKET NO.: F-000839-13

CIVIL ACTION

**ALIAS WRIT OF EXECUTION**

THE STATE OF NEW JERSEY

TO THE SHERIFF OF THE COUNTY OF ESSEX

GREETING:

WHEREAS, on the following date, 10/27/14 by a certain Judgment in our Superior Court of  
 New Jersey, in a certain cause therein pending wherein the Plaintiff is HSBC Bank USA, National  
 Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series

**Attachment I cont'd.**

SWC F 000839-13    12/07/2017    Pg 2 of 4 Trans ID: CHC2017858234  
Recorded in the Office of the Superior Court Clerk    Pg 2 of 4    Writ #17041033

2006-C, and the following named parties is/are the Defendant(s): Veronica Williams, Mr. Williams, Unknown Spouse of Veronica Williams & Woodbridge Med Assoc., it was Ordered and Adjudged that certain mortgaged premises, with the appurtenances, in the Complaint (and any amendments to Complaint) in the said cause particularly set forth and described, that is to say:

The mortgaged premises are described as set forth upon the RIDER ANNEXED HERETO AND MADE A PART HEREOF.

TOGETHER, with all and singular the rights, liberties, privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property claim and demand of the said Defendant(s) of, in, to and out of the same, be sold to pay and satisfy unto the Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C, in the sum of \$485,083.94 being the principal, interest and lawful advances, if any, secured by a certain mortgage dated March 27, 2006 and given by Veronica Williams, together with lawful interest, from August 7, 2014, and lawful statutory interest thereafter on the total sum due Plaintiff, until the same be paid and satisfied, and also costs of the aforesaid Plaintiff, with interest thereon.

And for that purpose, a Writ of Execution should issue directed to the Sheriff of the County of Essex commanding him to make sale as aforesaid; and that the surplus money arising from such sale, if any there be, should be brought into our said Court, subject to the further Order of the said Court, as by the said Judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and may more fully appear;

AND WHEREAS, the costs of the said Plaintiff have been duly taxed at the following sum:  
\$ 5,940.84.

THEREFORE, you are hereby commanded, that you cause a sale to be made of the premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, the said

**Attachment I cont'd.**

SWC F 000839-13 12/07/2017 Pg 3 of 4 Trans ID: CHC2017858234  
Recorded in the Office of the Superior Court Clerk Pg 3 of 4 Writ #17041033

sum of \$451,354.46 and the same you do pay to the said Plaintiff, together with lawful interest thereon as aforesaid, and the sum aforesaid of costs with interest thereon, and that you have the surplus money, if any there be, before our said Superior Court of New Jersey, aforesaid, at Trenton, within thirty (30) days after sale. If no sale, Writ is returnable within twenty-four (24) months, pursuant to R.4:59-1(a), to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ.

WITNESS, The Honorable Paul Innes, P.J.Ch., Judge of the Superior Court at Trenton  
aforesaid, this 7<sup>th</sup> day of December, 2017.



Michelle Smith

Clerk

Stern & Eisenberg, PC  
Attorneys for Plaintiff

By: /s/LUCAS M. ANDERSON, ESQUIRE (014342011)  
LUCAS M. ANDERSON, ESQUIRE (014342011)



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

VERONICA A. WILLIAMS,

Plaintiff,

v.

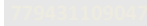
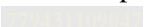
LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE TO GOLDMAN SACHS & OCWEN**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

|  |   |  |
|--|---|--|
| <b>Via Facsimile</b><br>Lloyd C. Blankfein<br>Chairman and CEO<br><br><br>Goldman, Sachs & Co.<br>200 West Street<br>New York, NY 10282<br>Phone 212-902-3474<br>Fax (212) 902-3000<br><small><a href="http://www.goldmansachs.com/who-we-are/leadership/executive-officers/loyd-c-blankfein.html">http://www.goldmansachs.com/who-we-are/leadership/executive-officers/loyd-c-blankfein.html</a></small> | <b>Via Facsimile</b><br>Gregory K. Palm<br>Executive Vice President,<br>General Counsel and Secretary<br>of the Corporation<br><br>Goldman, Sachs & Co.<br>200 West Street<br>New York, NY 10282<br>Phone 212-902-0300<br>Fax (212) 902-3000<br><small><a href="https://www.bloomberg.com/profile/people/4122799-gregory-k-palm">https://www.bloomberg.com/profile/people/4122799-gregory-k-palm</a></small> | <b>Via eMail</b><br>Mr. Ronald M. Faris<br>President & CEO<br>Ocwen Financial Corporation<br>1661 Worthington Road Suite 100<br>West Palm Beach, FL 33409<br><br>Email <small><a href="mailto:Ronald.Faris@ocwen.com">Ronald.Faris@ocwen.com</a></small> |
|--|---|--|

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)  
(202) 486-4565

December 28, 2018

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

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE TO HSNC & THE STATE OF NEW JERSEY JUDICIARY**

I, Veronica Williams, certify that on this 26<sup>th</sup> day of October 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

**Via eMail**

Ms. Elizabeth Arlow or current  
Regulatory Operations Officer  
HSBC

2929 Walden Avenue  
Depew, NY 14043

Phone 855-334-1650

Email [investor.relations.usa@us.hsbc.com](mailto:investor.relations.usa@us.hsbc.com)

**Via eMail**

State of New Jersey

**Glenn A. Grant, J.A.D.**

Acting Administrative Director of the  
New Jersey Courts

Administrative Office of the Courts  
Richard J. Hughes Justice Complex

P.O. Box 037

Trenton, NJ 08625-0037

Email

Respectfully submitted,

Veronica A. Williams

Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams

[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 28, 2018



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

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

|   |   |  |
|---|---|--|
| <b>Via Email</b><br>Clerk of NJ Supreme Court<br>Clerk of Supreme Court<br>HeatherJoy Baker<br>R.J. Hughes Justice Complex<br>Supreme Court Clerk's Office<br>P.O. Box 970<br>Trenton, NJ 08625-0970<br><a href="tel:609-815-2955">609-815-2955</a> | <b>Via Email</b><br>NJ Appellate Division Clerk<br>Joseph H. Orlando<br>Superior Court, Appellate Division<br>Appellate Division Clerk's Office<br>P.O. Box 006<br>Trenton, New Jersey, 08625<br><br>Phone: <a href="tel:609-815-2950">609-815-2950</a> | <b>Via eMail</b><br>Clerk of Superior Court<br>Michelle M. Smith<br>R.J. Hughes Justice Complex<br>Superior Court Clerk's Office<br>P.O. Box 971<br>Trenton, NJ 08625-0971<br><br>Phone: <a href="tel:609-421-6100">609-421-6100</a><br>Fax: 609-292-6564<br>Email: <a href="mailto:Scco.Mailbox@njcourts.gov">Scco.Mailbox@njcourts.gov</a> |
|---|---|--|

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 28, 2018

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

VERONICA A. WILLIAMS,

Plaintiff,

v.

LITTON LOAN, et al.,

Defendants.

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

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

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

December 28, 2018

(202) 486-4565

**SEPARATOR**  
**PAGE**

*Veronica Ann Williams*

541 SCOTLAND ROAD ♦ SOUTH ORANGE, NEW JERSEY 07079-3009

MAILING ADDRESS: P.O. Box 978 ♦ SOUTH ORANGE, NEW JERSEY 07079-0978

---

December 28, 2018

TO DOWNLOAD DIGITAL COPY

<http://www.fifix.org/proof/ADDL/Appeal-NJ-Court-Request.pdf>

State of New Jersey  
Glenn A. Grant, J.A.D.  
Acting Administrative Director of the New Jersey Courts  
Administrative Office of the Courts  
Richard J. Hughes Justice Complex  
P.O. Box 037  
Trenton, NJ 08625-0037

Subject: Plaintiff Provides New Dates to Help Avoid Scheduling Conflicts  
*Veronica A. Williams v. Litton Loan Servicing, et al.*  
USDC NJ, 2:16-cv-05301-ES-JAD

Dear Court,

I am asking the State of New Jersey to agree to the removal of my case to Federal Court. The reason is that the NJ Court System has repeatedly allowed the denial of my due process for more than 6 years.

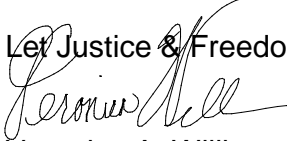
To honor the separation of powers, this request is addressed to the NJ Courts/NJ Judicial Branch. For full disclosure, I am making the Executive and Legislative Branches of our State government aware of my request.

Please send me an official response in sufficient time to allows the law to support my request.

My case is quite extensive. All pertinent information is included in, or referenced, in the appeal<sup>1</sup>. This information may be viewed at [www.FinFix.org](http://www.FinFix.org). If the Court requires further explanation or additional information I can be best reached by email at [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com), by phone at 202-486-4565 or by facsimile at 888-492-5864.

As proclaimed by the namesake of the US District Court of NJ Courthouse,

Let Justice & Freedom ring,



Veronica A. Williams  
Plaintiff

cc: NJ Executive Branch, Office of the Governor via fax U.S. Mail  
NJ Legislative Branch via email [leginfo@njleg.org](mailto:leginfo@njleg.org)  
Stuart Seiden, Duane Morris LLC via email  
Evan Barenbaum, Stern & Eisenberg PC via email

---

<sup>1</sup> Download a full, digital copy of the appeal at:  
[http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Plaintiff-Submits-Appeal\\_12-28-18.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plaintiff-Submits-Appeal_12-28-18.pdf)

THIS DOCUMENT MAY BE DOWNLOADED AT

[http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Plaintiff-Response-to-Defendant-Question-Filing#109\\_12-20-18.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plaintiff-Response-to-Defendant-Question-Filing#109_12-20-18.pdf)

**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, The State of New  
Jersey

Defendants

UNITED STATES FEDERAL COURT

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

**DOCUMENT QUESTIONED  
BY DEFENDANTS' ATTORNEY**

**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

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Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 28, 2018

**Attachment I**

SWC F 000839-13 12/07/2017 Pg 1 of 4 Trans ID: CHC2017858234  
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STEVEN K. EISENBERG, ESQUIRE (009221995)  
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FRANK J. KEENAN, ESQUIRE (022041994)  
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BRANDON P. ACCARDI, ESQUIRE (138802014)  
ANTHONY P. SCALL, ESQUIRE (034182007)  
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CHERRY HILL, NJ 08034  
TELEPHONE: (609) 397-9200  
FACSIMILE: (856) 667-1456  
(COUNSEL FOR PLAINTIFF)  
117.790000

HSBC Bank USA, National Association, as  
Trustee for Fremont Home Loan Trust 2006-C,  
Mortgage-Backed Certificates, Series 2006-C

Plaintiff,

v.

Veronica Williams

Defendant(s).

SUPERIOR COURT OF NEW JERSEY  
ESSEX COUNTY  
CHANCERY DIVISION

DOCKET NO.: F-000839-13

CIVIL ACTION

**ALIAS WRIT OF EXECUTION**

THE STATE OF NEW JERSEY

TO THE SHERIFF OF THE COUNTY OF ESSEX

GREETING:

WHEREAS, on the following date, 10/27/14 by a certain Judgment in our Superior Court of  
New Jersey, in a certain cause therein pending wherein the Plaintiff is HSBC Bank USA, National  
Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series

**Attachment I cont'd.**

SWC F 000639-13 12/07/2017 Pg 2 of 4 Trans ID: CHC2017858234  
Recorded In the Office of the Superior Court Clerk Pg 2 of 4 Writ #17041033

2006-C, and the following named parties is/are the Defendant(s): Veronica Williams, Mr. Williams, Unknown Spouse of Veronica Williams & Woodbridge Med Assoc., it was Ordered and Adjudged that certain mortgaged premises, with the appurtenances, in the Complaint (and any amendments to Complaint) in the said cause particularly set forth and described, that is to say:

The mortgaged premises are described as set forth upon the RIDER ANNEXED HERETO AND MADE A PART HEREOF.

TOGETHER, with all and singular the rights, liberties, privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining, and the reversion and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, use, property claim and demand of the said Defendant(s) of, in, to and out of the same, be sold to pay and satisfy unto the Plaintiff, HSBC Bank USA, National Association, as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C, in the sum of \$485,083.94 being the principal, interest and lawful advances, if any, secured by a certain mortgage dated March 27, 2006 and given by Veronica Williams, together with lawful interest, from August 7, 2014, and lawful statutory interest thereafter on the total sum due Plaintiff, until the same be paid and satisfied, and also costs of the aforesaid Plaintiff, with interest thereon.

And for that purpose, a Writ of Execution should issue directed to the Sheriff of the County of Essex commanding him to make sale as aforesaid; and that the surplus money arising from such sale, if any there be, should be brought into our said Court, subject to the further Order of the said Court, as by the said Judgment remaining as of record in our said Superior Court of New Jersey, at Trenton, doth and may more fully appear;

AND WHEREAS, the costs of the said Plaintiff have been duly taxed at the following sum:  
\$ 5,940.84 .

THEREFORE, you are hereby commanded, that you cause a sale to be made of the premises aforesaid, by selling so much of the same as may be needful and necessary for the purpose, the said

**Attachment I cont'd.**

SWC F 000839-13 12/07/2017 Pg 3 of 4 Trans ID: CHC2017858234  
Recorded In the Office of the Superior Court Clerk Pg 3 of 4 Writ #17041033

sum of \$451,354.46 and the same you do pay to the said Plaintiff, together with lawful interest thereon as aforesaid, and the sum aforesaid of costs with interest thereon, and that you have the surplus money, if any there be, before our said Superior Court of New Jersey, aforesaid, at Trenton, within thirty (30) days after sale. If no sale, Writ is returnable within twenty-four (24) months, pursuant to R.4:59-1(a), to abide the further order of the said Court, according to the Judgment aforesaid; and you are to make return at the time and place aforesaid, by certificate under your hand, of the manner in which you have executed this our Writ, together with this Writ.

WITNESS, The Honorable Paul Innes, P.J.Ch., Judge of the Superior Court at Trenton  
aforesaid, this 7<sup>th</sup> day of December, 2017.



Michelle Smith

Clerk

Stern & Eisenberg, PC  
Attorneys for Plaintiff

By: /s/ LUCAS M. ANDERSON, ESQUIRE (014342011)  
LUCAS M. ANDERSON, ESQUIRE (014342011)





## Attachment I cont'd.

SWC F 000839-13 12/07/2017 Pg 4 of 4 Trans ID: CHC2017858234  
Recorded In the Office of the Superior Court Clerk Pg 4 of 4 Writ #17041033

Property: The property consists of the land and all the buildings and structures on the land in  
the Township of \_\_\_\_\_ in the Village of South Orange  
County of Essex and State of New Jersey, the legal description is:

Township of Village of South Orange, County of Essex, State of New Jersey, being  
more particularly described as follows:

BEGINS at a point to the dividing line between Lots 73 and 74 as shown on a map  
entitled "Map of Scotland Road" situated in the Village of South Orange, Essex County,  
New Jersey made by Halting Brothers May 10, 1904, thence distant 75.00 feet westerly  
from a point to the southwest line of Randolph Place which point is distant  
132.31 feet from the intersection of the said line of Randolph Place with the  
westerly line of Scotland Road and running thence: (1) 88° 57' W, 5.01 feet to a  
point to lot 56 on aforementioned map; thence (2) S 57° 42' W, 45.41 feet to the  
northerly line of a 12 foot sewer right of way as shown on aforementioned map;  
thence (3) along said line of 12' sewer right of way S 52° 16' E, 2.66 feet to  
a point to the westerly line of lot 73 on aforementioned map; thence (4) along  
said line of lot 73 S 37° 42' E, 44.66 feet to a point; thence (5) S 57° 57' E,  
15.32 feet to a point; thence (6) S 34° 03' E, 5.82 feet to a point to the north-  
easterly line of lot 73 on aforementioned map; thence (7) N 54° 57' W, 15.08 feet to  
the point or place of beginning.

Said premises are known as 641 Scotland Road, South Orange, New Jersey.

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

VERONICA A. WILLIAMS,

Plaintiff,

v.

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

LITTON LOAN, et al.,

Defendants.

**CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 28<sup>th</sup> day of December 2018, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

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

Respectfully submitted,

Veronica A. Williams  
Pro Se Counsel [StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

/s/ Veronica A. Williams  
[StopFraud@vawilliams.com](mailto:StopFraud@vawilliams.com)

(202) 486-4565

December 28, 2018

**SEPARATOR**  
**PAGE**

March 3, 2019

|  |   |
|--|---|
|  | FORMERLY<br>Hon.<br>Essex County - Superior Court of New Jersey |
|--|---|

Dear \_\_\_\_\_,

Congratulations on rising to become a Judge and Thank You for your service to the NJ Superior Court. Please give an overview of your background. When were you born? Where did you grow up? What Universities did you attend? When did you move to NJ? How long have you lived in NJ? How and when did you become a Judge? Did you pursue it or were you pursued? Where have you served as a lawyer and where have you served as a Judge? Approximately over how many cases have you presided?

**Your Decision.** Did you have an opportunity to read or learn about this case before it was presented to you in Court? How did you learn about it? About how much time did you spend reviewing the case info before each hearing/trial? Did you review any information from Veronica Williams (the Plaintiff in cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#) & Defendant in NJ Foreclosure Case [NJ-CASE-F-000839-13](#))? Did Veronica Williams appear at any of the hearings in which she was a defendant or plaintiff? Did you question Veronica Williams' absence? If so, how many times? Were you given any reason for Veronica Williams' absence? Why did you make a decision without hearing from Veronica Williams? Did you or the State of New Jersey benefit in any way from your decision? If so, how did you or the State of New Jersey benefit? If not, why not?

The [lawyer, Daniel Roy](#), who signed the fraudulent mortgage was sanctioned on Feb. 8, 2015 by the [Disciplinary Review Board of the Supreme Court of New Jersey](#) after pleading guilty to: violating RPC I.I (a) (gross neglect), RPC 1.3 (lack of diligence), and RPC 1.7(a)(2) (conflict of interest). The other homeowner's property was stolen with this lawyer's help. The lawyer's wife owns a title company, [Royal Title Service, Inc.](#), that has operated in Essex County since 1984. The lawyer's wife's son owns a title company, [Opal Title Service, LLC](#), that has operated in Essex County since 2012. At the time of Veronica Williams' (Plaintiff cases [USDCNJ 2:16-cv-05301](#) & NJ [NJ-CASE-L-000081-11](#) & NJ [NJ-CASE-L-004753-13](#)) investigation, both title firms operated out of the law office of this sanctioned lawyer, \_\_\_\_\_. Could either of them have assisted this lawyer – their husband and stepfather – in retroactively for filing the fraudulent mortgage? The fraudulent mortgage was somehow added to the property records at NJ Essex County Hall of Records **after the spring of 2010**. This was at least 15 months after the Foreclosure (NJ-CASE-F-000839-13) was filed. Knowing this, would you have issued your ruling? Would you have reversed your ruling? Would you have dismissed the case and the foreclosure?

**TO SEE THESE DOCUMENTS PLEASE CLICK TO DOWNLOAD FROM THE  
INTERNET OR SEND EMAIL TO [StopFraud@FinFix.org](mailto:StopFraud@FinFix.org)**

| ILLEGAL ACTIONS | LEGAL CASE NUMBER             | DOWNLOAD DOCUMENTS   |
|-----------------|-------------------------------|--|
| FORECLOSURE     | NJ-CASE-F-000839-13           | <a href="http://www.finfix.org/proof/NJ-CASE-F-000839-13">http://www.finfix.org/proof/NJ-CASE-F-000839-13</a><br><a href="http://finfix.org/proof/NJ-CASE-F-000839-13/">http://finfix.org/proof/NJ-CASE-F-000839-13/</a> |
| FRAUD, etc.     | NJ-CASE-L-000081-11           | <a href="http://finfix.org/proof/NJ-CASE-L-000081-11/">http://finfix.org/proof/NJ-CASE-L-000081-11/</a>  |
| FRAUD, etc.     | NJ-CASE-L-004753-13           | <a href="http://finfix.org/proof/NJ-CASE-L-004753-13/">http://finfix.org/proof/NJ-CASE-L-004753-13/</a>  |
| FRAUD, etc.     | USDC of NJ Case 2:16-cv-05301 | <a href="http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf">http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf</a>  |
|                 |                               |  |

FORECLOSURE NJ-CASE-F-000839-13 <http://www.finfix.org/proof/NJ-CASE-F-000839-13>  
<http://finfix.org/proof/NJ-CASE-F-000839-13/>

0081 finfix.org/proof/NJ-CASE-L-000081-11 <http://finfix.org/proof/NJ-CASE-L-000081-11/>

4753 /finfix.org/proof/NJ-CASE-L-004753-13 <http://finfix.org/proof/NJ-CASE-L-004753-13/>

NJ Court filings submitted in USDC of NJ Case 2:16-cv-05301 - see <http://www.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>)

2009 Foreclosure near Christmas

2014 Foreclosure just before you left the bench the second time

## TO HELP REMEMBER THE PLAINTIFF

# VERONICA A. WILLIAMS

## Highlights of Financial & Advisory Expertise



Veronica A. Williams  
Kellogg MBA, [a M7 MBA Program](#)  
PgMP®, PMP®, ITIL®



### ACT, Inc.

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UPON REQUEST  
South Orange, NJ 07079-1932  
Phone 973-761-7000  
Fax 888-492-5864

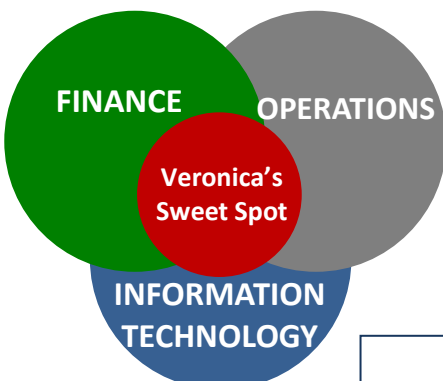
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**Sweet Spot  
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of Expertise**



**Veronica A. Williams** is a recognized authority on business and technology. Her education and experience in finance, economics and operations spans decades:

- Elevated in 1971 – 77 as employee at U.S. Department of Agriculture's Economics Research Service
- Formalized in 1973 as student at Brandeis University
- Received Master's Degree in 1979 from Northwestern University's Kellogg Graduate School of Management
- Achieved Expertise at enterprise corporations 1979 – 1995 by delivering financial and operational custom solutions to money center banks, accounting firms and major firms.
- Expertise Validated:
  - 1995 Industry Analyst and Author
  - 2009 vetted and appointed as FINRA Arbitrator
  - 2014 MBA International Competition Judge
  - 2017 named Marquis Lifetime Achievement awardee elevated to a FINRA Arbitrator Chairperson

Ms. Williams is a graduate of Brandeis University with a B.A. degree in economics; she received an MBA in finance and economics from the J.L. Kellogg Graduate School of Management at Northwestern University. She has studied in the US and Europe. With global awareness, Ms. Williams has consulted, served as an Advisor, and led major initiatives.

For additional information visit [www.VeronicaWilliams.com](http://www.VeronicaWilliams.com).

**APPENDIX A (original document filed)**To View Document Filed [http://www.fifix.org/proof/ADDL/APPEAL\\_Wms-v-BigBanks-FILED.pdf](http://www.fifix.org/proof/ADDL/APPEAL_Wms-v-BigBanks-FILED.pdf)*Veronica Ann Williams*

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December 28, 2018

Clerk

United States District Court of New Jersey

Martin Luther King Jr. Federal Building &amp; U.S. Courthouse

50 Walnut Street

Newark, NJ 07102-3595

Subject: Appeal Order to Dismiss USDC NJ, 2:16-cv-05301-ES-JAD

*Veronica A. Williams v. Litton Loan Servicing, et al.*

Dear Court,

My appeal is enclosed. While I did not receive the response that I had anticipated, I do thank the Court and Judge Salas for providing a clear and candid response to my complaint. This is the first time<sup>34</sup> since 2005 that I feel I am being treated with honesty and respect. I am truly grateful and glad to receive the fair treatment that I expect from our Justice system.

I shall give my perspective on some of the details in the Opinion and highlight other facts that I feel should be relevant. I pray that the law will allow the U.S. Courts to provide a forum to tell the full truth in this matter. I trust that the appeals process will give us all the clarity of substance and courage to do what is right and morally sound, within the confines of the law, of course.

I shall also cast some of the information presented in the Case Files in terms of the laws that support this case being heard in Federal Court.

My story has been told. All that remains is how this matter ends. Those interested in my plight have agreed to wait on resolutions reached after seeking Court intervention. It is my sincere desire that this injustice ends with a fair and constitutionally compliant solution facilitated by our Federal or State Courts.

I realize that Court rules may have prohibited the review of the interactive timeline

---

<sup>34</sup> With the exception of hearings presided over by Judge Rothschild (2011), Judge Carey (2014) & U.S. Magistrate Judge Dickson (2018).

prepared for and referenced in Filing [#99](#). A clearer version of USDCNJ Filing #99<sup>35</sup> may be viewed at <http://www.fifix.org/Williams-v-BigBanks.pdf>. This filing included a thumb drive with all documents including those that could not be printed. Since the interactive time line is a highly efficient, information packed tool, I have included a digital version on the thumb drive enclosed with this appeal. The same timeline can be viewed at <http://www.fifix.org/Fraud-Timeline.html>. It can also be viewed on the enclosed thumb drive by opening the “FinFix\_site” folder and typing or clicking on “Fraud-Timeline.html” after opening the thumb drive on a WINDOWS personal computer. One of the paths along this timeline explains how the fraudulent foreclosure was gained in a deceptive process that evaded legal and financial protocol:

| DATE       | ACTION from May 2014 – Jan 2015 see <a href="http://www.fifix.org/Fraud-Timeline.html">http://www.fifix.org/Fraud-Timeline.html</a> |
|------------|---|
| July 2014  | <a href="#">Mediation NOT Scheduled</a> per Court   |
| Sept. 2014 | <a href="#">Seiden &amp; Denbeaux Give Fake Document – Denbeaux Withdraws</a>   |
| Sept. 2014 | Foreclosure Awarded Unbeknownst To Plaintiff  |
| Oct. 2014  | <a href="#">Plaintiff's Deposition – asked Seiden For Copy Of Mortgage</a>  |
| Nov. 2014  | Defendants are NO SHOW in Court   |
| Jan. 2015  | Plaintiff Wins Hearing – Duane Morris Attorney(#37) Promises \$35K Mortgage   |
| Mar. 2015  | <a href="#">Duane Morris Reneges On Mortgage</a>  |

Information that I plan to present at our Discovery meeting includes:

- People With The Most to Lose From Case Information (provided on a need to know basis only)
- Sample Interrogatory – 94 interrogatories are ready for Discovery (1 interrogatory attached)
- Minimum Evidence & Plan to reduce massive financial fraud (Filing [#109](#) with names & detail)
- Highlights of Key Evidence Items (1,132 total items)

Since the Defendants' attorney have participated in the fraud and are duty bound to “represent Defendants to the best of their ability. I am only willing to reveal case details with an appropriately assigned person. After being denied due process for 6 years by the NJ Courts, this Plaintiff has no confidence of undergoing a fair and open legal process in New Jersey. To achieve fairness and use our Federal jurisdiction to bring a full attack on the financial fraud in our State, I shall ask the NJ Courts to agree to the removal of this case to Federal Court (letter enclosed).

**In the spirit of full disclosure, this document is being sent to the NJ Courts.  
Being denied due process allowed an illegal foreclosure to be awarded.**

<sup>35</sup> Note that Plaintiff, in error, wrote DOJ issued cease & desist order. FDIC issued the cease & desist order (see p. 3 of Filing [#99](#)).



Financial fraud is systemic in NJ. This Plaintiff's story has been shared with a limited audience and promises a fair and equitable solution through our Court system. If the Courts cannot bring the Defendants to the table and facilitate a solution that is fair for this Plaintiff and helps protect U.S. homeowners from fraud, then I ask the Courts to allow a fair and open trial.

**To The Federal & State Courts of New Jersey:**

*How can our Legal and Law Enforcement Officials expect people to take risks to report crimes if we are not protected **or even heard** ? It is our civic and moral duty to hear those who are courageous enough to expose wrongdoings.*

**He who does not punish evil commands it to be done. ~ Leonardo da Vinci**

A Courageous and Hopeful Citizen & Plaintiff,

Veronica A. Williams

attachment – Appeal of Court's Dismissal Order

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

|   |   |
|---|---|
| <p>VERONICA A. WILLIAMS,</p> <p style="text-align: center;">Plaintiff, Pro Se</p> <p style="text-align: center;">v.</p> <p>LITTON LOAN SERVICING, HSBC BANK<br/>USA, N.A.; GOLDMAN SACHS; FREMONT<br/>HOME LOAN TRUST 2006-C MORTGAGE-<br/>BACKED CERTIFICATES, SERIES 2006-C;<br/>OCWEN; STERN &amp; EISENBERG, PC<br/>Ocwen Financial Corporation</p> <p style="text-align: center;">Defendants</p> | <p style="text-align: center;">UNITED STATES FEDERAL COURT</p> <p style="text-align: center;">Civ. No. 2:16-cv-05301-ES-JAD</p> <p style="text-align: center;"><b>APPEAL OF DISMISAL ORDER</b></p> <p><b>FOR PROBLEMS WITH:</b><br/> NJ Case Docket No. F – 000839-13<br/> NJ Case Docket No. ESSX L – 004753-13<br/> NJ Case Docket No. ESSX L – 000081-11</p> |
|---|---|

**APPEAL OF DISMISSAL ORDER**

**Case Filings Explained More & Evidence Submitted Cast In Federal Laws**

**Summary**

The fraudulent legal action began in 2009 but did not conclude until the State of New Jersey – against the desire of the Defendants – released the fraudulent mortgage in 2017. USDCNJ Complaint 2:16-sv-05301 was filed in August 2016 in full anticipation of being able to prove the foreclosure to the understanding and acceptance of the legal audience through mediation or, if necessary, at trial. The fraudulent document was likely not filed with New Jersey's Essex County Hall of Records until the spring of 2014. The ***fraud was not consummated*** until the Defendant's attorneys presented the fraudulent mortgage document to the NJ Court in September 2014 and received a foreclosure.

**Attorneys & Judges Owe Plaintiff an Explanation**

At a minimum, three Attorneys: Witness 25, Witness 35 and Witness 33 should explain why they submitted fraudulent legal documents to protect the Defendants. This Attorney (Witness 25) should explain why he signed a false document and other Stern & Eisenberg attorneys (Witnesses 33 – 36 & X) should explain why they condoned false documents filed with the NJ Courts.

Also NJ Judges (Witness 62, Witness 64, Witness 65, Witness 69 and Witness 70) should explain why they conducted legal hearings or made legal decisions without the knowledge or presence of Veronica Ann Williams.

### **Creating The Fraudulent Mortgage – Defendants Attempted The Impossible**

When I pointed out to Litton Loan that the agreement that I signed did not support their proposed monthly payment, they offered to fix it by doing a modification. My agreement supported an amortization with a monthly payment that was about half of the amount that I was paying, and that no mortgage had been filed as required by NJ State law, they agreed to fix the error by Fremont. I was certain that is why the first law firm hired to secure a foreclosure, agreed to reverse it. Little did I know that Litton Loan was preparing to hire a law firm that would commit additional fraud to secure an illegal foreclosure. When I began to challenge their attempt to coerce me into signing and agreeing to a different principal, defined rate, terms and conditions, the holder of Litton Loan's note, HSBC, hired a top 50 law firm to protect their illegal attempts and sow further fraud and deception. I learned about a year after the illegal foreclosure, around 2015, about a year after it was awarded. I immediately began preparing to file my complaint in U.S. District Court.

I never received a fully executed mortgage, modification or any type of financial agreement from Fremont or Litton Loan. A fully executed proper financial agreement must have a principal amount, defined rate, term and conditions. From these items, a monthly payment can be calculated. Fremont and Litton Loan attempted to pass off monthly payments that only supported double the principal balance, half the term or grossly inflated and improperly defined interest rates.

Trying to sell a loan based on the monthly payment alone is one of the oldest tricks of dastardly, conniving financial salespeople. Good, honest salespeople and financiers know better. I learned this at a very young age from my father. I watched him unpack complex amortization formulas in real time during financial negotiations. It was at that moment that I decided I would learn to do complex calculations in my head and think quickly and with the sharp wit of my father. From that point I paid rapt attention to my father and learned under

his tutelage so I could become excellent like him. I went on to earn degrees and build a career that is grounded in finance.

My father negotiated a low purchase price, then financed with the U.S. Military Credit Union. I learned later that he saved thousands of dollars. He brilliantly avoided the trap that the sales team was trying to set, smoothly and left with a written commitment from the sellers with a defined purchase price that was not tied to financing they offered. I observed the value of highly skilled, lightning fast intellect that day.

So 40 years later, Fremont and Litton Loan did not have a chance of getting me to agree to a monthly payment not based on the principal, defined interest rate, term and conditions that was had agreed to.

In USDCNJ<sup>36</sup> Filing #41 I explain why the mortgage included in the foreclosure complaint with the stated interest rate and term defies common sense. I also explain why it is preposterous to believe that I would sign such a document (see USDCNJ Filings #38, 39, 40 & 42). Please recall, that I was not able to see the mortgage document or even the foreclosure file until early 2017. I expect that access to the FDIC information supporting the cease and desist order against Fremont will confirm that such a mortgage was not legally issued nor was it condemned by Fremont. It will not be difficult to find other bankers who concur unless they fear retribution from Goldman Sachs or HSBC.

I was acting in good faith with Litton Loan and Fremont. I knew their failure to provide a proper loan agreement was a Federal offense that would lead to hard prison time. I let them know that I would not accept anything short of a legal, properly fully executed agreement. They committed to provide just that. I paid the agreed upon terms, etc. and only stopped when each firm failed to provide the fully executed proper physical contract that we had verbally agreed upon. The illegal foreclosure was rescinded. Another law firm (Witness #149) would not play the illegal game. So the Defendants hired Stern & Eisenberg. I have identified at least 9-16 attorneys – 10 % of their staff – who signed or lent their names to documents containing false information that were filed with the State of New Jersey Foreclosure Case. (NJ Case Docket No. F – 000839-13).

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<sup>36</sup> The United States District Court of New Jersey, Newark, NJ

After Fremont's failed attempt to send me a fully executed copy of the correct contract that I agreed to and signed myself. I saved the document transmitted to me and noted the names of everyone involved in the mortgage creation and execution process. A copy of the agreement that they attempted to convince me to accept is in the case files. I have also located 7 people who were involved in the Fremont mortgage process. Most of these people live in California and a couple are in New York.

### **Creating The Fraudulent Mortgage – Defendants Fear Prison**

The Federal government was conducting a thorough investigation of Fremont's finances and operations. Fremont employees were already afraid of losing their jobs. Some realized they were also vulnerable to prosecution and even prison. FDIC imposed a cease and desist order. The Fremont employees who created the fraud on my account, and those employees who covered it up, hold jobs today – most in the financial services industry. It appears that they may have learned their lessons. I know at least 2 of these Former Fremont employees are afraid of being exposed. If my case is forced to trial, I believe their identities should be concealed. More lives need not be destroyed. Although these Fremont employees and a few former Litton Loan employees (Witnesses # 11, 12, 14, 18, 31 & 38) laid the groundwork for the fraud perpetrated by HSBC, Goldman Sachs, Litton Loan and Ocwen in 2014, I believe in forgiveness. The Defendants who caused and supported the illegal acts that caused this Plaintiff so much harm, however, should pay damages.

### **Creating The Fraudulent Mortgage – Defendants Resorted to Improper Acts**

The mortgage in the Foreclosure file is not the document that I signed. An original copy of the document that I signed is in the USDCNJ Case file and was sent to me from Fremont Headquarters in California. I do not know how my name was forged on the document but I have included the former Fremont employees involved in the deception, others who were unwittingly drawn in, and others whose signatures were on the false document. (Witnesses 3, 19, 20). A notary was not present when I signed my mortgage nor was the attorney present, whose signatures are on the document. The notary and the attorney are listed as

witnesses (Witness 8 and 20). The attorney who signed was reprimanded<sup>37</sup> in 2015 by the State of New Jersey for doing something quite similar to another homeowner. He and his wife (Witness 21) have been known by my community for many years. His wife and stepson (Witness 22) run title companies<sup>38</sup>; could they have enabled the late filing of the fraudulent mortgage?

I was stunned when the Defendants' attorney showed me the fraudulent mortgage during my deposition. I said the signature looked like mine but I did not recognize the document. I asked for a copy so that I could ask the former Fremont employee how this happened. He has been referred by a long-time friend so I know I could find him. I didn't know if the forgery and switch was done by the former Fremont employee in New Jersey or at their California headquarters. I wanted to find out who was responsible so that I could lodge my charge against the responsible party. So I tracked down the former Fremont employee to whom I was referred and spoke with him. After a conversation, reviewing my notes and reflecting back on that time, I realized the person to whom I was referred was responsible for *forging my signature and switching pages*, and the Fremont employees in California were responsible for covering it up. I have found most of them and they are listed as Witnesses (Witnesses 1, 2 and 3). People who were unwittingly brought into this process are Witnesses 4, 5 & 6.

Such fraud may underlie the reason that the FDIC issued Fremont a Cease and desist order. This is addressed and presented in the USDCNJ Case files. Despite my FOIA requests, the FDIC has not provided any information beyond their press release.

The former Fremont employees from their California Headquarters told me that the mortgage document had been given to the affiliate and funds transferred but she could fix it by having another copy signed so that she could submit it as a modification. Since it was only a few months the extra interest expense was minimal so I agreed. I sent her the newly signed mortgage document. She never sent back the corrected document so I stopped paying to firmly communicate that I did not agree to the principal, defined interest rate, terms and conditions that supported the monthly payment amount. I also wanted t

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<sup>37</sup> See USDCNJ Filing #99 page 34, footnote 85. [Click to view.](#)

<sup>38</sup> See USDCNJ Filing #99 page p. 110 [Click to view.](#)

push her to send me the correct information as soon as possible. The next thing I knew, Fremont was out of business!

The Defendants' attorney who was not deposing me promised to get me a copy of the fraudulent mortgage and the attorney from the law firm who attended the deposition assured me that I would get a copy. (Witnesses 34 & 35). I never got the copy. Instead, the Defendants' attorney and another attorney from my former law firm, sent me another fraudulent legal document (copy in the USDCNJ Case files) that had a January 2015 hearing date and was stamped by the NJ Court. It looked official to me. I was assured that the foreclosure was on hold until after January; a couple of months later my attorney withdrew from my case. I proceeded per se. I learned when I attended the Nov. 2014 hearing that it had not been postponed and the Judge presiding over the hearing told me that the document signed by both attorneys was "just a piece of paper". As I persevered, I learned in 2016 that a foreclosure had been granted in Sept. 2014, a week or so before my attorneys withdrew. As I worked through the stress, my body wore down, ultimately resulting in yet another major surgery since this matter began (will be addressed by Witnesses 125, 126 & 127). The case files include a picture of me performing a difficult exercise in November 2014<sup>39</sup>, before I found out that the foreclosure had been granted without my knowledge. I expected to have been able to explain all of this at a Federal mediation or at the Discovery hearing. I was denied the opportunity to explain to the NJ mediator. I hope that I am not denied the opportunity to appear before the Federal Mediator.

### **Avoiding Successful Litigation – Defendants Flex Power and Money**

Former Federal Officials who were apparently given false information about one or more of the Defendants (documents are included in the case files, have been located and are on the witness list. None are in New Jersey. The documents that evidence their opinion are in the case files.

Former Federal Officials, who were members of the Mortgage Task Group, who worked for the SEC, DOJ, CFPB and Treasury and were familiar with details of my case, are on the

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<sup>39</sup> Evidence Item 1,142. For an updated, digital list contact [StopFraud@FinFix.org](mailto:StopFraud@FinFix.org).

witness list. (Witnesses 83, 84, 87, 88, 89, 90, 91, 92, 93, 96, 98 & 99). This includes former officials who were assigned to the DOJ investigation that was opened on my 2014 submission. The DOJ letter (Evidence Item 1026<sup>40</sup>) acknowledging this investigation is in the case files. With the exception of 1 person, all of these former Federal Officials are employed by law firms that have one or more of the Defendant as clients. None of these people live or work or practice in New Jersey.

Clearly, the State of New Jersey does not have the jurisdictional power or influence to compel cooperation from these and other witnesses who can further corroborate much of the evidence presented in my case.

One former Litton Loan employee (Witness 7), currently works for Ocwen, confirmed in a deposition that Litton Loan routinely committed mortgage fraud. This person's deposition is in the case files. At least 5 additional former Litton Loan employees who were involved in their fraudulent processes are on the Witness List (Witnesses 11, 12, 14, 31 & 39). None list or work in New Jersey.

At least 5 other people from multiple firms hired by one or more of the Defendants, who were part of improper processes or threatened my witnesses are on the witness list. None are in New Jersey.

### **Securing The Illegal Foreclosure ♦ Legal Fraud**

The illegal foreclosure that Stern & Eisenberg, under the protection of Duane Morris, was secured by presenting and filing false documents to support the fraud. Using these documents, lying to Veronica Williams, the defendant in the foreclosure, telling her that the foreclosure would not be heard until after January 2015 and engaging Williams in intensive work to keep her from learning about the hearing, the Defendants' attorneys secured the illegal foreclosure. It was awarded by Judge Klein in September 2014 and signed by Judge Innes on Nov? 2014. Both actions took place without Williams' knowledge and behind her back. Williams would not learn of the foreclosure until almost 2 years later.

My investigation revealed that there should be a place or person in "south Jersey" where

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<sup>40</sup> An investigation was opened by DOJ April 23, 2015 [CLICK TO VIEW](#)



an illegal or poorly litigated legal action can be awarded. The award of an illegal, “uncontested” foreclosure signed by a Judge in south Jersey (Witness 65) who did not hear the case, presented in a faraway county in north Jersey begs to question the validity and integrity of this foreclosure. A viable and honest explanation without interference from colleagues may probably only be obtained through the U.S. District Court of New Jersey or another Federal Court.

Actions by the Defendants and their lawyers and others prior to September 2014 demonstrate what lawyers refer to a consciousness of guilt and premeditation. Many such actions have been presented in the case files. For this appeal, I shall focus on the dastardly acts that support all counts in the initial complaint and amended complaint.

To do so, the Defendants’ employees and lawyers resorted to outright lies and fraud that is punishable by hard prison time.

### **Subterfuge Elevated & Rampant from May 2014 thru Jan 2015**

My former attorney did not allow me to review the NJ complaint before it was submitted. Not only was Ocwen omitted; Fremont was misspelled. As my counsel I accepted his explanation that these errors would not matter because I would prevail regardless.

I prepared and submitted a master amortization document to the NJ Court (Nov. 2014), the Federal government (2015) and to the Defendants attorney (2014). This document included a master, interlocked amortization schedule starting August 1983 when I purchased my home; it also included copies of all mortgage on file with Essex County at the time. Based on this information, the principal balance before Fremont was about \$35,000; after the Fremont correct mortgage the principal balance should not have exceeded \$80,000. Ocwen had a principal balance was overstated in 2011 by at least \$211,000. (Evidence Items 324 & 1064) Most importantly, the mortgage was not valid for it, was never fully executed. The Fremont mortgage in the foreclosure complaint did not have the correct, agreed upon principal, defined rate, terms and conditions.

### **Securing The Illegal Foreclosure ♦ NJ Courts Hold Hearings Without Plaintiff's Knowledge or Participation**

The person who worked for Judge Mitterhoff and told me about the hearing that was scheduled in January 2016, also told me that she threatened to fire him if he continued talking to me. He is now a lawyer and also on my witness list (Witness 74). I would learn much later that Judge Mitterhoff held another hearing without my knowledge and rules against me. So I began appealing the decisions through the NJ Appellate and Supreme Courts. Not only were my appeals denied, I was stonewalled throughout the process. When I learned that several Judges held hearings without my knowledge and ruled against me, I knew I did not stand a chance of being heard in NJ Courts. So I prepared the complaint that I filed in the U.S. District Court of New Jersey.

### **Plaintiff Fights Back – Does Civic Duty by Notifying Federal Authorities of Multistate Financial Fraud**

I am sure that I am not the only person who submitted information to the U.S. Department of Justice and other Federal Agencies. I contacted senior officials with whom I had commonality. My extensive evidence supported illegal actions for which HSBC and Goldman Sachs paid ~\$470M and ~\$5B in fines, respectively<sup>41</sup>. The information that I provided, however, was quite compelling and extensive. Fines were levied and paid just months after the DOJ investigation into my case was opened. This information is well documented in the USDCNJ Case files. It would be a travesty if I will not be allowed to be heard in either Federal or State Court.

### **Plaintiff Fights Back – Repeatedly Denied Due Process**

In an effort to reveal the fraudulent and tortious actions by the Defendants, I filed two complaints (NJ Case Docket No. ESSX L – 000081-11 & NJ Case Docket No. ESSX L – 004753-13). I was barred from or not notified of hearings by several NJ Judges. One Judge made me wonder if there was false information that induced their actions.

To her credit, Judge Mitterhoff showed real concern when she came back into the courtroom after Attorney Messinger had left. She noticed that Attorney Mitterhoff and I had a lengthy discussion after the hearing. She wanted to know if we had worked out a

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<sup>41</sup> See USDCNJ Filing # 99 page 17, Evidence Item 444 and more.

solution. I told her we had, now I would find out Monday if Attorney Messinger would deliver on his promise. He did not. Worse, I received a Photon type email from Attorney Seiden which *demanded 8.4 times more* than Messinger and I had agreed to. Photon emails disappear when the reader attempts to save or print it. If I had known, I would have taken a screen shot of the message. The first attorney's (Witness 37) promise and second attorney's (Witness 35) follow-up was a classic good cop – bad cop scam. This was the beginning of my expedited degradation of trust in the NJ Courts and Legal system. I would later learn that Mitterhoff conducted a subsequent hearing without my knowledge or attendance. I believed my only recourse was to appeal in the Appellate Court, then to the NJ Supreme Court.

My instincts tell me that Judge Mitterhoff was given false information that, coupled with Court rules that unintentionally undermine per se litigants, prevented her from ensuring that I received fair treatment. I cannot confirm that instincts without damaging Judge Mitterhoff unless she is subpoenaed in Federal Court. The same *may* be true for Cocchia & Cresitello and Klein. I cannot conceive of an explanation for Judge Innes but his response to Federal subpoena may reveal something that I could not imagine.

After several instances of legal improprieties or apparent fraud, I was stonewalled by the NJ Appellate Courts and by the NJ Governor's Office in 2014. The State of New Jersey Judicial and Executive Branches repeatedly denied me due process. The current administration was not brought into office until 2018, long after I filed my case in U.S. District Court. I shall attempt to have my case re-opened and heard by The State of New Jersey Courts.

NJ's newly elected Governor and appointed Attorney General are in the Executive Branch which is separate from the Judicial branch where my due process was repeatedly denied, I have not confidence that there has been sufficient turnover in the Legislative Branch to make sure that I am given fair and impartial proceedings. Unfortunately, I also do not believe that sufficient Legislative Branch members remain with the courage to do what's right. The reputation of unfairness amongst some NJ legal and law enforcement is long entrenched and a widely unspoken open "secret".

Of course, there are many good and honest people in law and legal. I know many of them. Several are my relatives whom I greatly admire. But the honest legal and law enforcement professionals must have the courage to put as much at risk as I have, to allow that truth to be told. Allowing my case to proceed in the USDC may help give them the courage that is needed.

### **Stress Induced Medical Problems Caused by Defendants Intensify**

Witnesses 125, 126 and 127 will explain how stress imposed by the Defendants, caused the extreme health problems that I have been subject to. If necessary, I will reveal a HIPPA<sup>42</sup> protected document that Witness Z told me rules out all possible reasons for my health problems except stress.

During my deposition by Attorney Seiden, a question was presented about a date which was the first day that I was hospitalized for stress, a few years after Litton Loan's fraudulent stack began. This date is one of several comments made during my deposition that do not appear in the transcript. I received unspoken confirmations that the Court Reporter recognized meanings behind things that I said that are not included in the transcript and whose deeper meaning appear to have not been understood by the two much younger men in the room during deposition. The Court Reporter who performed the transcription during my deposition is also on my Witness list (Witness 73). The two attorneys' who were present during the deposition are also on my Witness list (Witness 34 & 35).

### **Plaintiff Recognizes Legal Deceit and Stonewalling**

With all due respect to the Defendants' attorneys, I know when someone is stonewalling and trying to bait me. I have more than enough experience leading and facilitating executive meetings, legal training and arbitration experience, throughout my 62 years to recognize and thwart deception and stonewalling. See my profile in the Case file (Evidence Items 992, 994 & 995) that provide extensive validation of my background. Videotapes, audio commendations, written referrals are referenced. Confirmation is also provided by letters from colleagues provided in the Case files. I am also prepared to present numerous other witnesses who will corroborate my character and expertise. My background

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<sup>42</sup> Health Insurance Portability and Accountability Act of 1996

combined with my quest for truth, support me in the compilation, assembly and preparation of this appeal. I can present extensive written, audio, video and witness testimony to corroborate this.

My case also exposes and explains ongoing fraud made possible by past deceptive and fraud actions by the Defendants and their attorneys. Evidence and witnesses have been included in the case files. My next filing, enclosed, is in response to a Defendant's question and includes another evidence item.

I have analyzed this matter extensively and conducted thorough investigations to compile evidence that corroborates my charges against the Defendants. Other witnesses will attest to:

- A propensity of the Defendants for breaking laws to perpetuate this fraud
- Defendants use of "excessive persuasion" to obtain information to which they are not entitled
- And more

14 years fighting this injustice has honed a new set of legal and investigative expertise.

The Plaintiff's financial and operations expertise has been sharpened further. Highlights of a cross section that has been uncovered and presented to the Court may be found in Case Files and summaries downloaded at:

<http://www.finfix.org/Case-Summary.html>,

<http://www.finfix.org/Fraud-Timeline.html> ,

<http://www.finfix.org/Williams-v-BigBanks.pdf> ,

Case Filing #99 [Court Filing](#) [Clear-Document](#)

or you may peruse [www.FinFix.org](http://www.FinFix.org).

### **Plaintiff Wants To Be Heard**

As a business owner and arbitrator, I believe in reaching a win-win resolution over trial.

Always (see <http://www.makeitwin-win.com>). All parties, however, must come to the table in good faith. The Defendants have failed to do so. The State of New Jersey as supported the Defendants, hopefully by only a few employees, in their avoidance of legal recourse

available to this Plaintiff. Given past acts, I am more than willing to mediation but, given past acts, only with an appropriate officer of the Court present or facilitating. The mediation that I expected from the State of New Jersey, and to which I was entitled, was never held. Yes, this Plaintiff was duped by attorneys on both sides. They proceeded with deceptive acts in an effort to steal the property in which I have invested over \$1M over 36 years. Their success shut down my ability to earn a living and consumed my retirement. So I, of course, fought back.

**Federal Statutes That Support USDCNJ Jurisdiction.** Upon reading the Opinion, I realize that I did not tie the reasons that this case should be heard in the U.S. District Court of New Jersey back to the law. I could not find a law that justified removal of a case to Federal Court from State Court due to denial of due process by the State Courts. I did find laws that supported the removal of my case to Federal Court. So I will attempt to extract filed information that is relevant to these laws.

### Diversity Jurisdiction

Diversity jurisdiction is codified at [28 U.S.C. § 1332](#)

The Defendants' headquarters are all located in states *other than* New Jersey. Virtually all witnesses are in states other than New Jersey; many are far away in California, Texas and Florida.

|   |                                      |
|---|--------------------------------------|
| HSBC headquarters in NY                                       | Litton Loan headquarters in TX & FL  |
| Goldman Sachs headquarters in NY                              | Ocwen headquarters in FL             |
| Fremont headquarters was in CA, it's assets are managed in MD | Stern & Eisenberg headquarters in PA |

Fair and proper litigation of this case is beyond the jurisdiction of New Jersey. This case, therefore, should be tried in Federal Court to comply with Diversity Jurisdiction.

### SUPPORTING CASE LAW:

*Maine v. Thiboutot* in 1980, the Supreme Court ruled that Section 1983 actions were not limited to civil rights laws, but also extended to **violations of all federal laws**, such as alleged discrimination in state implementation of federal programs like Medicare and Medicaid.

(SOURCE: <https://www.fjc.gov/history/courts/jurisdiction-federal-question>)

*Held:*

1. Title 42 U.S.C. 1983 - which provides that anyone who, under color of state statute, regulation, or custom deprives another of any rights, privileges, or immunities **"secured by the Constitution and laws"** shall be liable to the injured party - encompasses claims based on **purely statutory violations of federal law**, such as respondents' state-court claim that

petitioners had deprived them of welfare benefits to which they were entitled under the federal Social Security Act. Given that Congress attached no modifiers to the phrase "and laws," the plain language of the statute embraces respondents' claim, and even were the language ambiguous this Court's earlier decisions, including cases involving Social Security Act claims, explicitly or implicitly suggest that the 1983 remedy broadly encompasses violations of federal statutory as well as constitutional law. Cf., e. g., *Rosado v. Wyman*, [397 U.S. 397](#); *Edelman v. Jordan*, [415 U.S. 651](#); *Monell v. New York City Dept. of Social Services*, [436 U.S. 658](#). Pp. 4-8. (SOURCE: <https://caselaw.findlaw.com/us-supreme-court/448/1.html> )

### **Federal Question Jurisdiction**

Federal question jurisdiction is codified at [28 U.S.C. § 1331](#)

This case not only demands a contested federal issue (see Amendment Filed 3/1/18), it is a substantial one. This Plaintiff fervently believes that rampant financial fraud is a major reason for New Jersey ranking #1 and #2 in foreclosures in the United States. This is well evidenced throughout the case files, USDCNJ Filing #99 and in several Evidence Items).

### **SUPPORTING CASE LAW:**

*Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

Article titled "Issues in Subprime Litigation: Removal Despite Lack of Federal Claims By: Travis P. Nelson" asserted "Any civil action brought in state court may be removed by the defendant to the federal district court in the district where such action is pending, if the district court would have original jurisdiction over the matter.<sup>6</sup> " In support of this statement Nelson cited 28 U.S.C. § 1441(a); *Franchise Tax Bd. of Calif. v. Constr. Laborers Vacation Trust for S. Calif.*, 463 U.S. 1, 7-8 (1983).

## **APPENDIX B**

### **Proof of Fraudulent Mortgage Was Filed with the NJ and Federal Courts**

**Amortization supported by copies of previous  
mortgage agreements on this property**

<http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx>

Filed in 2014 NJ Court ([http://finfix.org/proof/DD/Discovery-Documents ALL 11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf)) & 2016 US District Court NJ  
(<http://finfix.org/proof/USDCNJ/USDC-Doc01.pdf>)

**Expert's Report of Forged Mortgage Agreement**

Filed in 2019 NJ Court ([http://finfix.org/NJSuperior\\_2019/Case-Docket F-00839-13 More-Evidence-of-Fraudulent-Mortgage 6-21-19.pdf](http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf)) & U.S. Court of Appeals  
([http://finfix.org/USAppealsCt/Case\\_19-1032 More-Evidence-of-Fraudulent-Mortgage 6-21-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf))



## APPENDIX B cont'd.

**Amortization supported by copies of previous mortgage agreements on this property**

<http://finfix.org/proof/DD/Mortgage-History-wFinancials.xlsx> PC

Filed in 2014 NJ Court ([http://finfix.org/proof/DD/Discovery-Documents\\_ALL\\_11-18-14.pdf](http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf)) & 2016 US District Court NJ (<http://finfix.org/proof/USDCNJ/USDC-Doc01.pdf>)

| DATE      | MORTGAGE PROVIDERS & SERVICERS       | OUT OF BUSINESS | PROVIDER/ SERVICER | PRIMARY HELOC | BEGINNING PRINCIPAL BALANCE PER DEFENDANTS | CORRECT PRINCIPAL BALANCE | AMOUNT ADDED TO PRINCIPAL |
|-----------|--------------------------------------|-----------------|--------------------|---------------|--|---------------------------|---------------------------|
| 8/25/1983 | City Federal Savings & Loan          | YES             | P                  | P             | \$75,536                                   | \$75,536                  | \$0                       |
|           | Main Street Mortgage                 | YES             | S                  | P             |  |                           | \$0                       |
|           | Chase Mortgage (HELOC)               | DISMISSED       | P                  | H             |  |                           | \$0                       |
| 5/6/2002  | Aames Home Loan                      | YES             | P                  | P             | \$69,980                                   | \$69,980                  | \$0                       |
|           | PCFS Mortgage                        | YES             | S                  | P             |  |                           | \$0                       |
| 2006      | Litton Home Loan                     | YES             | S                  | P             | \$180,000                                  | \$67,675                  | \$112,325                 |
| 3/27/2006 | Fremont Home Loan                    | YES             | P                  | P             | \$261,000                                  | \$53,000                  | \$95,675                  |
| 2009      | Litton Home Loan                     | YES             | S                  | P             | NA   | \$53,000                  | NA                        |
| 2011      | Ocwen                                | NO              | S                  | P             | NA   | NA                        | NA                        |
|           |                                      |                 |                    |               |  | TOTAL                     | \$208,000                 |
|           | Litton Principal Payments, estimated |                 |                    |               |  | \$15,000                  |                           |
|           | As of Feb. 15, 2010                  |                 |                    |               |  | <b>\$38,000</b>           |                           |

**All mortgages issued from Fremont Home Loan Trust and serviced by Fremont Home Loan should be cancelled immediately. Consumers cannot trust the validity or accuracy of the figures for Fremont mortgages in MERS or any other files and systems.**

**APPENDIX B cont'd.**

**Proof of Fraudulent Mortgage Was Filed  
with the NJ and Federal Courts**

**Expert's Report of Forged Mortgage Agreement**

Filed in 2019 NJ Court ([http://finfix.org/NJSuperior\\_2019/Case-Docket\\_F-00839-13\\_FILING-NJ-Superior-Court\\_6-21-19.pdf](http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf)) & U.S. Court of Appeals ([http://finfix.org/USAppealsCt/Case\\_19-1032\\_More-Evidence-of-Fraudulent-Mortgage\\_6-21-19.pdf](http://finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf))



**DONALD FRANGIPANI**  
**EXAMINER OF QUESTIONED DOCUMENTS**

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7119 13th Avenue ~ Brooklyn, N.Y. 11228  
Phone (718) 232-3209 ~ E-Mail: Dfrangipani@aol.com

*June 15, 2019*

*Veronica Ann Williams  
541 Scotland Road  
South Orange, New Jersey  
07079-0978*

**Report of Forensic Signature Examination**

**Purpose of Examination**

*To determine whether or not Veronica Ann Williams wrote the questioned signatures and initials, and if the documents were manipulated.*

**Questioned Document**

*Q-1 Photoreproduction of Mortgage/Adjustable Rate Note, dated: March 27- BREA, CA. 92821. 541 Scotland Road, South Orange, N.J. 07029 (Exhibit A). This document consists of twenty-six (26) pages. Each page bearing the questioned initials of Veronica Ann Williams and the questioned signature on page four (4).*

**Comparison Signatures**

*The following bearing the known/genuine signatures of Veronica Ann Williams were utilized for comparison:*

- K-1 A request submitted to the FBI and South Orange Police, dated: March 20, 2019.*
- K-2 Copy of signature on a debit card, with two (2) full signatures and two (2) initials.*
- K-3 Copy of a first page letter to IRS, dated: December 29, 2004.*
- K-4 Copy of a first page of a letter to ACT Inc. Request For Bank Credit. Page 2 of 2 (undated).*
- K-5 United States of America passport no. 471277272.*

- K-6 New Jersey Motor Vehicle Commission/Application For Vehicle License Plate /And or Placard For Persons With a Disability, dated: 4-23-14.
- K-7 Copy of a filing to the US District Court of N.J. with original signature, dated: June 11, 2017.
- K-8 Copy of a filing to the US Court of Appeals with original signature, dated: May 22 2019.

### **Examination**

Initial examination was based on side-by-side comparison of the questioned and known signatures, along with a microscopic examination or similarities between known and questioned writing.

The objective of this examination was to establish whether there are dissimilarities and/In addition, the writings are examined in detail regarding the line quality, rhythm, letter construction, size, speed, base-line, stroke structure, I-dots, t-bars and variation. Based on all of the aforementioned information obtained, a determination is made as to whether a reasonable conclusion can be drawn.

### **Findings**

A review of all of the pages of the submitted Mortgage was limited to photoreproductions. In order to determine evidence of manipulation/superimposition, cut/paste, study of type font, spacing and signature examination it is imperative to forensically examine the original document(s).

### **Remarks**

This examiner adheres to the reporting standards of the American Society of Testing and Materials (ASTM). All opinions are within a reasonable degree of professional certainty.

This report is respectfully submitted by,

  
Donald Frangipani  
Forensic Document Examiner

Attached hereto and incorporated herein are the following:

- Letter of opinion.
- Copy of questioned document(s)
- Copies of known signatures
- My curriculum vitae

**DONALD FRANGIPANI**  
**EXAMINER OF QUESTIONED DOCUMENTS**

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7119 13th Avenue ~ Brooklyn, N.Y. 11228  
Phone (718) 232-3209 ~ E-Mail: Dfrangipani@aol.com

**CURRICULUM VITAE**

1955-1958      United States Army - Honorable Discharge

**Last Military Assignment**

U.S. Army Forensic and Second Field  
Hospital, Germany

**Duties**

Forensic Laboratory Technician  
Colonel Michael Whelan/Captain Raymond  
Biernacki (Supervisors)

**Specialized Training in Questioned Documents**

Internship - Document Trainee under tutelage of  
Professor Wintermatel (University of Stuttgart - 16  
months) and members of the GESELLSCHAFT  
FORENSISCHE (GFS)/Association of Freelancing  
Forensic Experts.

Training involved various aspects of questioned  
document examination. Structured reading of text-  
books and existing professional papers. Research  
projects and completing numerous practical exercises.

Topics studied during training included: examination  
and identification of handwriting, hand-printed numbers,  
typewriting, stamp impressions, photocopies, paper, inks  
and writing instruments, detection of erasures, alterations,  
decipherment of erased, obliterated text, penmanship system  
and latent fingerprint development.

**Additional Training**

United States Army Photography and Projectional School-  
Munich, Germany.



1959-1961 Columbia University College of Physicians and Surgeons  
(recommended by Col. Michael Whalen - U.S. Army)

**Duties**

Pathology and Neurology technician.

While employed in this capacity, I continued my studies in handwritten identification. I was engaged in a research program which consisted of handwriting studies on patients with various neurological disorders (e.g. Parkinson's disease motor disorders, multiple sclerosis and brain tumors). This research was to establish the effect of handwriting prior, during and after these problems.

Further research was conducted in both the pre and post operative stages of lobotomy's, trauma and other neurological surgery procedures. Other research studied was the psychophysiological effects of handwriting (e.g. shock, fear, mood, drugs and alcohol).

1963-1973 Employed as an Investigator/Security with various investigative services. Continued study in the field of questioned documents.

1975 Licensed as a New York State Private Investigator. Founded, All City Investigations and Forensic Services, Inc.

1977-1981 Associated with Vincent J. Scalice, retired Detective N.Y.P.D. Continued study in questioned document examination, forensic photography and latent fingerprint examination with Vincent Scalice.

1988-1993 Studied under the tutelage of Felix Klein (Manhattan Handwriting Institute).

I continue to study and research in the field of questioned documents and handwriting identification and keeping abreast of periodicals, books and literature published by experts and agency's authority. I have visited government and private questioned document laboratories to observe techniques and procedures. I retained a complete library of texts on handwriting and questioned documents. I attend numerous training conferences.

**Professional Courses, Seminars and Workshops Attended**

1968 Society of Medical Jurisprudence/Lenox Hill Hospital.  
Writers health in detecting forgery and identifying signatures.  
Ordway Hilton, Speaker.

August, 1986 **International Association For Identification**

- a) Study of mental aptitude while writing under stress
- b) Use of Video Spectral Comparator (Lt. Josey, Escambia Sheriff's Office)
- c) Questioned Document Photography (S.A. Sanders, U.S.)
- d) Signature Workshop
- e) Counterfeit and altered credit card (Darryll Marshall, Pompano Beach P.D.)

April 1, 1987 **Tri-State Legal Photographers**  
(Questioned Document Photography - Peter Tytel)

**Topics**

Indented writing, watermarks, seals, rubber stamps, bisecting lines, charred documents, chart preparation and use of transparencies and over-lays.

January, 1989 **Valencia Community College/Orlando, Florida**  
**Ronald M. Dick - Instructor**

**Topics**

- a) Introduction to the Field of Questioned Documents
- b) Conducting the examination of handwriting and hand-printing
- c) Examination of signatures
- d) Examination of typewriter material
- e) Acquisition of special material
- f) Miscellaneous document problems
- g) Legal aspects of questioned documents
- h) Handwriting systems
- i) Acquisition of exemplars

May, 1989 **Evidence Photographers & Tri-State Legal Photography Seminar**

Close-up Photography of Demonstrative Evidence  
Larry Shavelson



- May, 1990      Advanced Latent Fingerprint Techniques  
                   FBI SA Tim Trozzi/Felix Bigor  
                   Kodak Photography/Fingerprint Techniques  
                   Latent Fingerprint Workshop
- May 7, 1991    Polaroid School of Law Enforcement Imaging - Imaging  
                   Application
- June 7-10 1991      **Conference of the International Association For  
                           Identification Fallsview, NY**  
                   a) Latent Fingerprint Workshop  
                       Kenneth Zerchie - Connecticut State Police  
                   b) Forensic Photography  
                       Luther Dey - Rochester Institute of Technology
- July, 1991      **International Association for Identification  
                           (76th Annual Education Conference)**  
                   Questioned Document Section Program  
                   a) Typewritten Examination  
                       Supervisory Special Agent David W. Attenburger  
                       (Federal Bureau of Investigation)  
                   b) Signature Workshop  
                       Deputy Sheriff Don Fandry  
                       (Questioned Document Examiner/Los Angeles County  
                       Sheriff's Department)  
                   c) "The Relationship Between Disguised Handwriting and  
                       Years of Formal Education"  
                   d) "Death of the Depressed Writer"  
                       "Fraud of a Checking Account"  
                       "Identification of the Altered Number"  
                       "Questioned Document Examination Manual for Investigators  
                       (Marvin Morgan Q.D. - San Antonio, Texas)
- June, 1992      **International Association for Identification  
                           (77th Annual Education Conference)**  
                   **Questioned Document Section Program**  
                   a) Document Diamonds - Sidney Goldblatt

- b) Tagger Graffiti - Don Fandry
- c) Automated Handwriting Identification - Don Fandry
- d) Document Dating by Ink Analysis - John Hargett
- e) Signature Comparison Workshop - Don Fandry
- f) Alternate Light/Digital Imaging Enhancement Photography
- g) Preparation of Court Charts

Dec. 1992      Handwriting Identification and Obtaining Handwriting Exemplars  
(William Duane - Connecticut State Police)

Oct. 1993      **New Jersey Association (I.A.I.)**  
Handwriting and Questioned Document examination for Law  
Enforcement personnel  
(Lt. Glenn Owens - Essex County, N.J.)

April 19, 20,      **38th Annual Tri-State Educational (I.A.I.) Conference,**  
21, 1994      **Atlantic City, New Jersey**  
Latent Fingerprint Techniques - Mitchell Hollars, FBI  
3M Fingerprint Visualization Systems - David Weaver  
P.C. Based Fingerprint Matching - Det. Roger Brooks, Danbury P.D.

Sept. 1994      **National Academy of Forensic Examiners,**  
**Branson, Missouri**  
Disguised Writing, Longitudinal Case Study of a Heart Attack via  
Pre-Juncture Post Hand Writing Specimens, Arabian Writing  
Identification, Report Writing, Light Energy For law Enforcement.  
Questioned Document Examination, Pen Computing and Digital  
Signatures, and Opinions: Letters of Opinion and Reasons Why.

April 2-5, 1995 **Saratoga NY 39th Annual NY State Conference**

- a) Evidence Photography - Polaroid Corp.
- b) Palm Print Examination - Ron Smith
- c) Fingerprint Developing Workshop - John Olenik
- d) Behavior Profiting - Lt. J. Edward Grant

March 24-27, **Tri-State 40th Annual Educational Conference**  
1996

Use of Alternate Light Source

SPEX Forensic Instruments

April 30, 1996 **Tri-State Legal Photographers**

- a) Photography and Demonstrative Evidence  
Stephen Wheeler Esq.
- b) Photography and Demonstrative Evidence  
Larry Shavelson/Close-up photography
- c) Documentation of Imprint and Impression Evidence  
Kenneth Zerchie/Connecticut State Police
- d) Footwear Examination Workshop  
Ernest Hamm/Florida P.D.

May 17-18, 1998 **42nd Annual Tri-State Identification Conference, (I.A.I.)**  
Albany, New York

Technology Advance in Latent Fingerprint Technology/Dan Foro, D.C.J.S

Digital Imaging/Ronald Martino/Rochester Institute of Technology.

May 20-23, 2001 **Tri-State 45th Annual Educational Conference I.A.I.**  
**Suffern, New York**

Digital Imaging; PC Pro's - David Witzke

Questioned Document Case Review

Herbert McDonell/Laboratory of Forensic Science

Examination of forged test papers (Austin case).

Examination of ink, paper and typewriter utilized to forge a  
Last Will and Testament.

Examination of knife cutting marks in paper reams.

**Professional Associations**

American Board of Forensic Examiners

International Association for Identification



New York State Division of the International  
Association for Identification (Board of Directors)

Licensed Detectives of the New York State

I am presently engaged in a research project involving handwriting  
specimens of patients in nursing homes who suffer from Parkinson's  
Disease, Alzheimer's Disease, strokes and other neurological disorders.

### **Equipment**

Unitron comparison microscope, Leitz Stereo microscope, numerous  
magnification lenses, ultra-light, infra-red equipment, light box and various  
camera, video and copy machines.

### **Assignments as an Expert**

18B Panel Assigned Counsel

CJA Panel Federal Courts

Nov. 15, 2005 **Guest Speaker**

New York State Identification Division of the International Association for  
Identification Conference - Williams Lake, New York

1993 World Trade Center - Assigned as an expert in the Ramzi Yousef trial.

### **Publications**

Written and published an article "The Exemplar" a journal  
published by the National Bureau of Document Examiners,  
entitled "Restoration and Decipherment of Obliterated  
Documents", 1990.

### **Television Appearances**

Nov. 6, 1995 Fox 5 News - "Fake or Not" Autograph Examinations

Nov. 16, 1995 WCBS TV News with Marcia Kramer- "Alteration of Dates On Food"

Nov. 10, 2001 Americas Most Wanted - " 1993 World Trade Center Attacks"  
Examination of questioned documents/handwriting related to  
terrorist Ramzi Yousef.

### **Reference Library**

Numerous books, journals, periodicals, and articles authored  
by experts in the field of Questioned Documents, including  
Secret Service, F.B.I., Police Departments, autograph books,  
and various signature specimens of various sports figures and  
people of notoriety.

I have testified and qualified as a Questioned Document Examiner in Federal, State and Civil Courts in New York, New Jersey and Kingston, Jamaica. I have testified in numerous hearings, arbitration's and Grand Juries.

**Present Employment**

President/Director - ALL CITY INVESTIGATIONS & FORENSIC SERVICES, INC.

New York State Private Investigator Lic. #24629

Appointed as Commissioner of Deeds #22690

**REFERENCES UPON REQUEST**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BERGEN COUNTY  
INDICTMENT NO. S-1370-90

STATE OF NEW JERSEY

-VS-

STENOGRAPHIC TRANSCRIPT  
TESTIMONY OF DONALD FRANKLIN  
(Morning Session)

GERALD J. SCHER,

Defendant.

Place: Bergen County Courthouse  
Hackensack, New Jersey

Date: Wednesday, October 26, 1990

B E F O R E:

THE HONORABLE ANDREW P. NAPOLITANO, J.S.C.

A P P E A R A N C E S:

MARILYN G. ZDOBINSKI, ESQ.  
Assistant Prosecutor, Bergen County  
For the State of New Jersey

MARTIN S. GOLDMAN, ESQ. (Harkavy, Goldman, Goldman & Co.)  
and  
JACOB R. EVSEROFF, ESQ. (New York Counsel)  
For the Defendant

REPORTED BY:  
DIANE SAJLE, C.S.R.  
OFFICIAL COURT REPORTER



1 qualified in the State of New Jersey, Superior Court.

2 Q Approximately how many times have you testified as a  
3 questioned document expert?

4 A 75 to 80 times, approximately.

5 Q When was the last time you testified as an expert?

6 THE WITNESS: Can I review my notes, your Honor?

7 THE COURT: Yes.

8 A The last time I testified as an expert witness was before  
9 the State University of New York Board of Education on May 21,  
10 1991.

11 Q Now, have you ever been retained as an expert by a  
12 federal agency?

13 A Yes, I have, sir.

14 Q What agency was that?

15 A National Credit Union Administration.

16 Q And have you ever been appointed as an expert by a  
17 Court?

18 A Yes, I have.

19 Q And when was that?

20 A I'm assigned to the 18-B Panel in New York, legal aid, and  
21 the C.J.A. Panel of the Federal Courts.

22 Q Assigned by who?

23 A By the Court.

24 MR. GOLDMAN: I submit Mr. Frangipani is qualified to  
25 testify as an expert in the area of questioned documents.

1 objection to this as part of cross-examination, but I don't think  
2 it goes to voir dire with regard to his expertise.

3 THE COURT: Well, it's the type of thing you would want  
4 to bring out before the jury with respect to the expertise. You  
5 want to challenge the expertise, or are you going to use the voir  
6 dire just to obtain more information so you'll know what you're  
7 going to ask him when he testifies before a jury?

8 Q I would ask, sir, if you have ever been qualified as a  
9 questioned documents examiner in the Superior Courts of the State  
10 of New Jersey?

11 A Yes, I have.

12 Q When was that?

13 A Last time, I can't remember the exact date, it was before  
14 Judge Strelecki in Superior Court in Newark, Tillis vs. Tillis.

15 THE COURT: That was a matrimonial case.

16 THE WITNESS: Yes, sir. That involved a lot of  
17 checks.

18 MS. ZDOBINSKI: Your Honor, I don't have any further  
19 questions with regard to his qualifications.

20 THE COURT: The witness is amply qualified, and the  
21 Court will so characterize him on the basis of his background and  
22 experience, which is extensive, on the basis that his involvement  
23 with governmental agencies is very extensive. He may testify in  
24 this hearing as an expert in the field of questioned documents  
25 with respect to any documents in this case.



### Court Qualifications

1. *New York Bronx Supreme Court*
2. *New York County Civil Court*
3. *New York Supreme Court (Manhattan)*
4. *New York Supreme Court (Brooklyn)*
5. *Kings County Grand Jury*
6. *Kings County Surrogate Court*
7. *New York Landlord/Tenant Court (Kings County)*
8. *Supreme Court (Nassau County)*
9. *Westchester County Criminal Court (White Plains)*
10. *Suffolk County Civil Court (Riverhead)*
11. *Queens Criminal Court (Kew Gardens)*
12. *Queens Civil Court*
13. *Richmond County Supreme Court (Staten Island, New York)*
14. *Federal Court (Southern District New York)*
15. *Federal Court (Eastern District)*
16. *State of New Jersey Superior Court (Hackensack, New Jersey)*
17. *American Arbitration Association of New York*

*Consultant - New York State Office of Attorney General/Medical Fraud.  
Frangipani has been retained by State Attorney General Office For Medicaid  
Fraud, corporation, brokerage houses, insurance companies, numerous law firms,  
District Attorney Kings County, National Credit Union Administration.*

*He has also been retained in matters for Legal Aid Society of New York as well as  
Federal CJA and New York 18B Panel.*

7/1/1985 U.S. V. Louis Gauttiero. United States District Court/Southern District.  
Attorney: Paul Kearson

7/7/1978 Grand Jury – Kings County – New York  
Re: People v. Otero Case no. 1737-78

4/30/1979 Supreme Court – Kings County New York.  
Judge: Luigi Marano. Case no. 1737-78.

8/19/1983 United States District Court – Newark New Jersey. Hon. Judge Dickerson R.  
Debevoire J.U.S.D.C U.S. v. Thomas Riley. Attorney: Louis Sette, Esq.

5/8/84 Queens Supreme Court. Re: John Burke. Atty: Richard Leff

1/1986 National Labor Relation Court. Atty: Chuck Elmore

2/27/87 Federal Bankruptcy Court – Eastern District. Re: Lloyd Schaefer

2/1/1988 Supreme Court – Kings. Judge Ronald J. Aiello  
Re: People v. Daniel Maldonado. Indictment no. 5672

8/7/1990 Supreme Court – Kings County. Judge: Leroy Hutner  
Attorney: Steven Murphy  
Re: Nevilla Clark

1990 Superior Court – Newark, New Jersey. Judge: Hon.Strelecki. Case: Tillis v. Tillis

5/21/1991 Levittown School District. Judge: Hon. Walter Donnaruma  
Re: Zimmerman, Richard

10/23/1991 State of New Jersey – Superior Court Law Division – Bergain County.  
Ind. no. S-1370-90  
Judge: Andrew P. Napolitano. Re: State of New Jersey v. Gerard Scher.  
Attorney: Martin Goldman

2/21/1992 Supreme Court – Barry Street-Kingston, Jamaica. Re: Michael A. Lorne  
Attorney at Law

5/1992 Supreme Court – Suffolk County. Judge: Newman. Re: State v. Richard Henning

7/15/1992 Supreme Court – N.Y. County. Judge: Lockman. Att. S. Gelzoff.  
Re: Syrote v. Hirsch

10/14/92 Federal Court – Eastern District. Postal Inspectors: Martin Biegelman  
Re: Nicholas Allocco



6/1993 Supreme Court – White Plains. Judge: Harold Wood.  
Re: Nemeh v. Nemeh

6/18/1993 Supreme Court – Nassau County Pt. 4. Judge Rucollo. Re: Daley

3/1994 Queens Supreme Court. Attorney: Richard Leff. Re: People v. Teri Eisner

11/13/1995 Supreme Court – Bronx County. Pt. 47. Judge Prire. Re: People v. Rosario

12/1995 Supreme Court Part 20. Judge Kassoff. Re: Daniel King Le v. Pistilli.  
Attorney: Stanley N. Young

5/20/1996 American Arbitration Association. Case no. 30055995  
Between St. Lukes Hospital and New York State Nurses Association  
Case: M. Mills  
F. Reynolds  
J. Goodwin

7/8/1996 Supreme Court – Kings County  
New York City Transit Law Department, Workers Compensation Division. Gary C.  
Perry – Counsel v. Ronald Gordon and Gary Rosenberg

4/1997 National Labor Relation Board. St. Lukes Hospital Center.  
Attorney: Lewis Anchor, Human Resources

9/3/1997 Supreme Court – County of Queens (Civil). Judge: Badilla. Re: Lui v. Shiek

9/9/1997 Civil County – Kings County. Judge Greenstein. 15 Willoughby St. Rm. 205A  
Attorney: Jack D'Emic. Re: NYMEX v. Tsentzelias. Indictment no. 5174/96

8/1998 Attorney: Krieger & Schnieder

8/21/2001 Civil Court – New York City. Rm. 242. Attorney: Gary Pelusso

2/6/2003 Supreme Court – New York State, Kings County. Index no. 127031/02  
Nicholas Doyle – Special Referee  
SRH Healthcare Management v. Manhattan Total Health & Medical Diagnosis  
and Dr. Thomas Giordano (defendant)

5/27/2004 Civil Court – Queen County. Pto. Judge: Margaret Parisi McGowan  
Re: Rene Pina's v. Mirsad Selimovic

2/9/2007 Supreme Court N.Y. County. Judge: Hon. Lowenstein  
Attorney: Herman Tarnow. Re: Oral v. Oral

4/2007 United States District Court – Southern District of N.Y. Hon. Gerard Lynch  
United States v. Peter Castellanetta & Curtis Gatz

12/12/2007 Supreme Court – Kings County, New York. Judge H. Kramer. Civil Term – Part 13  
Index no. 33928/04. Nathan Leefer against Elsie Ward

2/6/2008 Supreme Court – New York County. Judge Richter & Hon. Ref. Doyle Rm. 551  
Re: Thomas Giordano/SRH Healthcare v. Manhattan Total Health

7/2006 Supreme Court – Queens County  
Re: Kettly Bernard Cadet  
v.  
Shantel Gobin, Shantel Gobin  
Mohar UN Nessa  
Long Beach Mortgages

5/8/2008 Surrogates Court – Kings County. Hon. Judge Margarita Torres  
Re: Edward Shepard

7/8/2008 Civil Court – Kings County, Judge Edwards, Pt 58  
Re: Kindell Robinson. Index no. CV200738-06 CK-1

5/6/2009 Supreme Court – Kings County  
Re: Adelman

5/7/2009 Supreme Court – Kings County. Re: Zagranichny v. Edelman.  
Attorney: Yevgeny Tsyngauz.

10/1/2010 Civil Court – Kings County, 141 Livingston Street (Housing). Judge: Silkowitz  
Re: Pagano v. Salini. Index no. 072952/2010

2/27/2012 New York State Department of Labor/Unemployment Division;  
Riverhead, New York  
v.  
Ziatniski  
Attorney: Frank S. Scagluso

6/6/2012 New York City County Civil Court. Judge: Sniederman.  
Re: Kalish v. Roxborough. Attorney: Petuso & Tougher

10/29/2012 Civil Court – Richmond County. Judge: Demond. Attorney: John Dalten  
Re: Emiliano Navarro

2/21/2014 Family Court – Kings County, 350 Jay Street, Brooklyn NY  
Judge: Catanzaro. Re: Martinez v. Margary

Supreme Court – Kings County. Re: 1136 Realty LLC v. Union Street Realty (David Wise) Attorney: Michael Hiller

2/22/2016 Supreme Court – Kings County.  
Judge: Richard N. Allman Re: Varela v. Yuzefpolsky  
Attorney: Michael Drobenare

3/31/2017 New York State Division of Housing and Community Renewal – Legal Affairs  
Judge: Honorable Cecil Hollins

6/5/2017 Manhattan Family Court  
Judge: Jessica Sin. Re: Charles Barrow  
Attorney: Elliot Podhorzer

10/27/2017 Surrogates Court – Bronx County  
Estate of Norman Hammes



# American College of Forensic Examiners

hereby recognizes the high level of professional scientific  
involvement as well as the contribution to the field of forensic  
examination and bestows upon

*Donald Frangipani, BCFE*

the title of Member of the  
American College of Forensic Examiners  
with all the rights and privileges pertaining thereto, as long as  
annual membership requirements are met and the  
Code of Ethics are upheld.

*Robert L. O'Block*

Robert L. O'Block, Ph.D.  
Executive Director

*Vincent J. Scalice*

Vincent Scalice  
Chairman of the Board

85

Membership Identification Number

12/20/95

Date





# Honorable Discharge



from the Armed Forces of the United States of America

*This is to certify that*

DONALD FRANGIPANI SP4 ER 12 484 308 USAR

*was Honorably Discharged from the*

## Army of the United States

*on the* 31ST *day of* JANUARY 1962 *This certificate is awarded*

*as a token of Honor and Faithful Service*

*R W Rapp JR*  
R W RAPP JR  
1st Lt AGC

**APPENDIX C**  
**SELECTED COURT FILINGS**  
[AVAILABLE ON A NEED TO KNOW BASIS ONLY](#)

| DATE       | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT   |
|------------|--|--|
| DATE       | USDCNJ FILING NO.                        | COMPLAINT FILED WITH U.S. DISTRICT COURT OF NEW JERSEY AUGUST 24, 2016 PLUS SELECTED SUBSEQUENT FILINGS  |
| 8/25/2016  | <a href="#">1</a>                        | 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 FILED WITH COMPLAINT  |
| 12/2/2016  | <a href="#">8</a>                        | 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. (SEfDEN, STUART) (Entered: 12/02/2016)  |
| 12/7/2016  | <a href="#">9</a>                        | Second MOTION for Extension of Time to File Answer to Complaint by STERN & EISENBERG, PC, LLC.(BARENBAUM, EVAN) (Entered: 12/07/2016)  |
| 12/14/2016 | <a href="#">12</a>                       | Third MOTION for Extension of Time to File Answer to 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 | <a href="#">13</a>                       | Letter from Evan Barenbaum requesting Extension of Time. (Attachments: # 1 Text of Proposed Order, # Certificate of Service) (BARENBAUM, EVAN) (Entered: 12/15/2016)   |



| DATE       | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT  |
|------------|--|---|
| 12/20/2016 | <a href="#">15</a>                       | <b>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.</b><br>Responses due by 1/3/2017 (Attachments: # 1 Brief, # Certification of Stuart Seiden, # ;!Text of Proposed Order, # Certificate of Service) (SEIDEN, STUART) (Entered: 12/20/2016) |
| 12/20/2016 | <a href="#">16</a>                       | <b>MOTION for Plain tiff to Lodge and Serve Exhibits to Complaint by STERN &amp; EISENBERG, PC, LLC.</b><br>(Anaclunents: # Exhibit J , # Exhibit 2, # 1 Exhibit 3, # :!. Text of Proposed Order, # 2 Ccnificate of Service)(BARENBA UM, EVAN) (Entered: 12/20/2016)  |
| 1/3/2017   | <a href="#">20</a>                       | <b>BRIEF in Opposition filed by FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACK.ED CERTIFICATES, SERIES 2006-C,GOLDMAN SACHS, HSBC BANK USA, N.A., LITTON LOAN SERVICING, OCWEN, OCWEN FINANCIAL CORPORATION</b> re lli MOTION for Default Judgment as 10 (Attachments : # 1 Certificate of Service)(SEIDEN, STUART) (Entered:01/03/2017)  |
| 1/6/2017   | <a href="#">21</a>                       | <b>BRIEF in Opposition filed by STERN &amp; EISENBERG, PC, LLC</b> re l.li MOTION for Default Judgment as to Stern & Eisenberg, P.C. {Attachments: # Certificate of Service)(BARENBAUM , EVAN) (Entered: 01/06/2017)  |
| 1/6/2017   | <a href="#">22</a>                       | <b>MOTION to Withdraw J,&amp; MOTION for Plaintiff to Lodge and Serve Exhibits to Complaint by STERN &amp; EISENBERG , PC.LLC.</b> (Attachments: # Certificate of Service)(BARENBAUM,EVAN) (Entered: 01/0612017)  |
| 1/11/2017  | <a href="#">26</a>                       | Plaintiffs RESPONSE to briefings in opposition representing all defendants: etc. (sr, ) (Entered: 01/ 1 1/2017)   |
| 1/23/2017  | <a href="#">29</a>                       | <b>MOTION to Dismiss for Lack of Jurisdiction by STERN &amp; EISENBERG. PC, LLC.</b> Responses due by 2/6/2017 (Allachmen ts: # Text of Proposed Order, # f Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/23/2017)  |
| 1/30/2017  | <a href="#">30</a>                       | APPLICATION/MOTION requesting to reschedule 29 Motion to Dismiss on or after 3/30/17 by VERONICA A. WI LLIAMS. (sr, ) (Entered: 01/31/2017)   |
| 1/31/2017  | <a href="#">31</a>                       | <b>RESPONSE in Opposition filed by STERN &amp; EISENBERG, PC, LLC</b> re 29 MOTION to Dismiss for Lack of Jurisdiction (Attachments:# Text of Proposed Order, # J Certificate of Service)(BARENBAUM, EVAN) (Entered: 01/31/2017)  |
| 2/6/2017   | <a href="#">33</a>                       | RESPONSE to Motion filed by VERONICA A. WILLIAMS re :29 MOTION to Dismiss for Lack of Jurisdiction (sr. ) (Entered: 02/08/201 7)  |

| DATE       | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT   |
|------------|--|--|
| 4/11/2017  | <a href="#">37</a>                       | RESPONSE to Request for Case Update (from Federal Agency) submitted by Veronica Williams.(sr, ) (Entered: 04/12/2017)  |
| 4/17/2017  | <a href="#">38</a>                       | Letter from Veronica Williams RE: NJ additional case files: etc. (sr, ) (Entered: 04/ 19/201 7)  |
| 4/18/2017  | <a href="#">39</a>                       | Letter from Veronica Williams RE: NJ denial of due process; etc. (sr, ) (Entered:04/19/20 17)  |
| 4/19/2017  | <a href="#">40</a>                       | Letter from Veronica Williams re: foreclosure file.(sr. ) (Entered: 04/20/2017)  |
| 4/24/2017  | <a href="#">41</a>                       | Letter from Veronica Williams RE:foreclosure based on fraudulent mortgage. (sr. ) (Entered: 04/2512017)  |
| 5/18/2017  | <a href="#">49</a>                       | <b>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)</b> |
| 6/2/2017   | <a href="#">52</a>                       | <b>Letter from Duane Morris [RESPONSE TO PLAINTIFF'S IMPROPER AMENDED COMPLAINT]</b>   |
| 10/16/2017 | <a href="#">67</a>                       | Ocwen Cease & Desist Request   |
| 12/14/2017 | <a href="#">70</a>                       | <b>Letter from Duane Morris</b>  |
| 12/21/2017 | <a href="#">71</a>                       | Court Order letter <b>[READ THIS - SALAS REOPENS ORDER]</b>  |
| 12/27/2017 | <a href="#">72</a>                       | Letter Order Pursuant to Rule 16   |
| 2/2/2018   | <a href="#">77</a>                       | PLAINTIFF: Motion to Dismiss Not Justified   |
| 2/6/2018   | <a href="#">NA</a>                       | <b>Seiden's letter</b><br>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_Federal-Court-Prep\Case_2-16-cv-05301_Seiden-letter-Feb9-hearing-2-6-18.pdf                |
| 2/13/2018  | <a href="#">79</a>                       | <b>S&amp;E Asks for Time to Respond</b>  |
|            | <a href="#">82</a>                       | <b>Memorandum of Law in Opposition to New Count by Seiden</b>  |
|            | <a href="#">83</a>                       | <b>Stern &amp; Eisenberg's Opposition to New Count by Barenbaum</b>  |
| 2/28/2018  | <a href="#">84</a>                       | 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   |

| DATE      | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT   |
|-----------|--|--|
| 3/15/2018 | <a href="#">86</a>                       | Defendants Ignore Judge Dickson Directive  |
| 3/19/18   | <a href="#">87</a>                       | <b>Defendant Seiden's Opposition to Plaintiff's Leave to Amend Complaint</b>   |
| 3/20/18   | <a href="#">88</a>                       | <b>Defendant Barenbaum's Opposition to Plaintiff's Leave to Amend Complaint</b>  |
| 3/21/2018 | <a href="#">89</a>                       | <b>Plaintiff Request for More Time</b>   |
|           | <a href="#">90</a>                       | <b>Character Letters for Plaintiff from A. E.</b>  |
|           | <a href="#">91</a>                       | <b>Character Letters for Plaintiff from J. S.</b>  |
| 3/30/2018 | <a href="#">92</a>                       | <b>Plaintiff Requests Extension</b>  |
|           | <a href="#">93</a>                       | error: Filing from Another Case  |
| 3/23/2018 | <a href="#">94</a>                       | Character Letters for Plaintiff from Elizabeth Hull  |
| 4/6/2018  | <a href="#">95</a>                       | LETTER ORDER granting [92] Plaintiff's Application for an extension of time to file a brief in further support of her motion to amend by 5/4/18. Signed by Magistrate Judge Joseph A. Dickson on 4/5/18. (sr, )  |
| 4/6/2018  | <a href="#">96</a>                       | LETTER/APPLICATION requesting an extension of time to respond to [87] memorandum & [88]brief by VERONICA A. WILLIAMS. (sr, )   |
| 4/18/2018 | <a href="#">97</a>                       | Character Letters for Plaintiff from John Mitrano  |
| 4/19/2018 | <a href="#">98</a>                       | Letter from Marsha Pappas RE: Veronica Williams. (sr, )  |
| 5/4/2018  | <a href="#">99</a>                       | <b>OPPOSITION FILED BY DUANE MORRIS AND STERN &amp; EISENBERG OUTWEIGHED BY FACTS AND COURT RULES AND LAW</b><br>Plaintiff's Response to Defendant's Latest Oppositions. (Attachments: # (1) Cover Letter, # (2) Envelope)(sms)<br><a href="http://finfix.org/proof/USDCNJ/USDC-Doc99.pdf">http://finfix.org/proof/USDCNJ/USDC-Doc99.pdf</a> |
| 5/4/2018  | <a href="#">99-1</a>                     | Cover Letter   |
| 5/4/2018  | <a href="#">99-2</a>                     | Envelope   |
| 5/4/2018  | <a href="#">##</a>                       | Revised Complaint (Amended Complaint) FILED 3/2/18   |
| 5/8/2018  | <a href="#">100</a>                      | Plaintiff's letter requesting that the Court order Mr. Seiden to send her files re: Two Depositions; etc. (sms)  |

| DATE       | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT |
|------------|--|--|
| 5/14/2018  | <a href="#">101</a>                      | Letter from David Doyle Re: Veronica Williams.(sms)  |
| 5/30/2018  | <a href="#">102</a>                      | Letter from Veronica Williams re: Meeting Duane Morris in court only. (sms)  |
| 7/3/2018   | <a href="#">103</a>                      | Plaintiff Updates Subpoena List  |
| 7/16/2018  | <a href="#">104</a>                      | Letter to Court -- copy of Response to IRS   |
| 7/24/2016  | <a href="#">105</a>                      | Letter to Judge Salas & Court -- medical tests - ready after 9/1/18  |
| 8/17/2018  | <a href="#">106</a>                      | Judge Salas Stays Case until 9/30/18   |
| 9/6/2018   | <a href="#">107</a>                      | Plaintiff Proposes Defendants Suspend Sale of Her Home   |
| 9/26/2018  | <a href="#">108</a>                      | Injunction Needed to Stop Sale of Foreclosed Properties  |
| 9/26/2018  | <a href="#">109</a>                      | PLAINTIFF READY TO PROCEED:  |
| 10/2/2018  | <a href="#">110</a>                      | Trial Sequence and Index   |
| 10/5/2018  | <a href="#">111</a>                      | New Witnesses & Evidence   |
| 11/03/2018 | <a href="#">112</a>                      | The set scheduled dates to avoid scheduling conflicts  |
| 11/1/2018  | <a href="#">113</a>                      | The set scheduled dates to avoid scheduling conflicts  |
| 11/28/2018 | <a href="#">114</a>                      | Letter re Plaintiff Provides New Dates to Help Avoid Scheduling Conflicts  |
| 12/14/2018 | <a href="#">115</a>                      | Letter from Veronica A. Williams re Plaintiff provides new dates to help avoid Scheduling Conflicts; etc. (sms)      |
| 12/17/2018 | <a href="#">116</a>                      | Salas dismisses case with prejudice ( <b>NOT TO BE PUBLISHED</b> )   |
| 12/17/2018 | <a href="#">117</a>                      | Salas dismisses case with prejudice ( <b>NOT TO BE PUBLISHED</b> )   |
| 1/3/2018   | <a href="#">118</a>                      | <b>COVER PG ONLY - NOTICE OF APPEAL as to [117] Order of Dismissal, [116] Opinion by VERONICA A. WILLIAMS</b>        |
| 1/3/2018   | <a href="#">118-1</a>                    | Attachment 1 - Sample Interrogatory  |
| 1/3/2018   | <a href="#">118-2</a>                    | Attachment 2 - Request to NJ Courts  |
| 1/3/2018   | <a href="#">118-3</a>                    | Attachment 3 - Response to Filing #109   |

| DATE      | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT   |
|-----------|--|--|
| 1/4/2018  | <a href="#">118-4</a>                    | Attachment 4 - <b>Complete Appeal</b> not included in #118   |
| 1/3/2018  | <a href="#">119</a>                      | Appl to Proceed Without Paying - Set Deadlines as to [119] MOTION for Leave to Appeal  |
| 1/4/2019  | <a href="#">120</a>                      | Restricted by Court * USCA Case Number 19-1037 for [118] Notice of Appeal (USCA), filed by VERONICA A. WILLIAMS. USCA Case Manager Stephanie (Document Restricted - Court Only) (ca3sb, )  |
| 1/3/2018  | <a href="#">120B</a>                     | MOTION for Leave to Appeal in forma pauperis by VERONICA A. WILLIAMS   |
| 1/3/2018  | <a href="#">120A</a>                     | Motion set for 1/22/2019   |
| 7/29/2019 | <a href="#">121</a>                      | Final Order  |
|           |  | <b>US COURT OF APPEALS FILINGS</b>   |
| 1/11/2019 |  | <b>Case_19-1032_Recap_1-22-19.pdf :</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.pdf</a>   |
| 1/22/2019 |  | <b>Case_19-1032_Recap_1-22-19.pdf :</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Recap_1-22-19.pdf</a>   |
| 2/11/2019 |  | <b>NJ-IdentityTheft.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/NJ-IdentityTheft.pdf">http://www.fifix.org/USAppealsCt/NJ-IdentityTheft.pdf</a>   |
| 2/11/2019 |  | <b>NJ-IdentityTheft.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/NJ-IdentityTheft.pdf">http://www.fifix.org/USAppealsCt/NJ-IdentityTheft.pdf</a>   |
| 3/5/2019  |  | <b>Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf</a> |
| 3/5/2019  |  | <b>Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Request-Mid-Day-Hearing-Time_3-1-19.pdf</a> |
| 3/11/2019 |  | <b>Case_19-1032_Comprehensive-Case-Overview</b><br><a href="http://finfix.org/USAppealsCt/OPINION-SUMMARY-complete.pdf">http://finfix.org/USAppealsCt/OPINION-SUMMARY-complete.pdf</a>   |

| DATE      | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT   |
|-----------|--|--|
| 4/2/2019  |  | <b>Case_19-1032_Response-Court-Opinion_4-2-19.pdf</b><br>6 pgs<br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Response-Court-Opinion_4-2-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Response-Court-Opinion_4-2-19.pdf</a><br><br><a href="http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-5-10-19-Hearing_5-1-19.pdf">http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-5-10-19-Hearing_5-1-19.pdf</a> |
| 4/10/19   |  | <b>Case-Docket_F-00839-13_Motions_4-10-19.pdf</b> 3 pgs.<br><a href="#">AVAILABLE ON A NEED TO KNOW BASIS ONLY</a>   |
| 4/15/2019 |  | <b>VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf">http://www.fifix.org/USAppealsCt/VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf</a>   |
| 4/15/2019 |  | <b>VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf">http://www.fifix.org/USAppealsCt/VW-letter-Litton-Ocwen-Insurance-Claim_4-15-19.pdf</a>   |
| 5/1/19    |  | <b>Case-Docket_F-00839-13_Brief-for-5-10-19-Hearing_5-1-19.pdf</b> 37 pgs.<br><a href="#">AVAILABLE ON A NEED TO KNOW BASIS ONLY</a>   |
| 5/13/2019 |  | <b>Case_19-1032_Additional-Info-Available_5-13-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19.pdf</a><br><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19-FU.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19-FU.pdf</a>            |
| 5/13/2019 |  | <b>Case_19-1032_Additional-Info-Available_5-13-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19.pdf</a><br><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19-FU.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_Additional-Info-Available_5-13-19-FU.pdf</a>            |
|           |  | <b>Attempted Scam</b><br><a href="http://www.fifix.org/USAppealsCt/Attempted-Scam.pdf">http://www.fifix.org/USAppealsCt/Attempted-Scam.pdf</a>   |
|           |  | <b>Attempted Scam</b><br><a href="http://www.fifix.org/USAppealsCt/Attempted-Scam.pdf">http://www.fifix.org/USAppealsCt/Attempted-Scam.pdf</a>   |
| 5/22/2019 |  | <b>Case_19-1032_More-Evidence-with-Subpeonas_5-22-19.pdf</b><br><a href="http://www.fifix.org/USAppealsCt/Case_19-1032_More-Evidence-with-Subpeonas_5-22-19.pdf">http://www.fifix.org/USAppealsCt/Case_19-1032_More-Evidence-with-Subpeonas_5-22-19.pdf</a>  |

| DATE      | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT  |
|-----------|--|---|
| 5/24/19   |  | <b>Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf</b> 684 pgs.<br><a href="http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf">http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_Brief-for-Motion-Deficiency_5-24-19.pdf</a>   |
| 6/6/2019  |  | <b>Case_19-1032_NJ-Unfair_6-6-19-MOTION-EXCERPT.pdf</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_NJ-Unfair_6-6-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_NJ-Unfair_6-6-19.pdf</a>  |
| 6/7/2019  |  | <b>Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-7-19.pdf</b> 58 pgs.<br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-7-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-7-19.pdf</a>  |
| 6/21/2019 |  | <b>Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf</a>   |
| 7/8/2019  |  | <b>Case_19-1032_May-I-Proceed_7-8-19.docx</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_May-I-Proceed_7-8-19.docx">http://www.finfix.org/USAppealsCt/Case_19-1032_May-I-Proceed_7-8-19.docx</a>  |
| 8/5/2019  |  | <b>Case_19-1032_Request-Jury-Trial_8-5-19.pdf</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_Request-Jury-Trial_8-5-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_Request-Jury-Trial_8-5-19.pdf</a>  |
| 8/14/2019 |  | <b>Case_19-1032_More-Evidence-for-Jury-Trial_8-14-19.pdf</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-for-Jury-Trial_8-14-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_More-Evidence-for-Jury-Trial_8-14-19.pdf</a>   |
| 9/6/2019  |  | <b>Case_19-1032_Mortgage-Admin-Change_9-6-19.pdf</b><br><a href="http://www.finfix.org/USAppealsCt/Case_19-1032_Mortgage-Admin-Change_9-6-19.pdf">http://www.finfix.org/USAppealsCt/Case_19-1032_Mortgage-Admin-Change_9-6-19.pdf</a>   |
|           |  | <b>2019 FILINGS WITH STATE OF NEW JERSEY SUPERIOR COURT – APPELLATE DIVISION</b>  |
| 6/21/19   |  | <b>NJ Appeal 801 pages<br/>(included expert report corroborating my evidence of fraudulent mortgage)</b><br><a href="http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf">http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf</a> |



| DATE     | FILING NO.<br>(Click No. to View Filing) | SELECT FILINGS WITH STATE OF NEW JERSEY COURTS, US DISTRICT COURT OF NEW JERSEY & US COURT OF APPEALS, THIRD CIRCUIT  |
|----------|--|---|
| 6/21/19  |  | NJ Appeal 803 pages<br>(included expert report corroborating my evidence of fraudulent mortgage)<br><a href="http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19-w-bates#.pdf">http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_More-Evidence-of-Fraudulent-Mortgage_6-21-19-w-bates#.pdf</a> |
| 6/21/19  |  | Update: US Court of Appeals 58 pages<br><a href="http://finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf">http://finfix.org/USAppealsCt/Case_19-1032_More-Evidence-of-Fraudulent-Mortgage_6-21-19.pdf</a>   |
| 6/21/19  |  | NJ Subpoenas Filed 26 pages<br>Case-Docket_F-00839-13_Subpoenas-Filed_6-21-19.pdf<br><a href="#">AVAILABLE ON A NEED TO KNOW BASIS ONLY</a>   |
| 10/31/19 |  | Petition for Hearing 11 pages<br><a href="http://finfix.org/USAppealsCt/Case_19-1032_Petition-for-Hearing_10-30-19.pdf">http://finfix.org/USAppealsCt/Case_19-1032_Petition-for-Hearing_10-30-19.pdf</a>  |
|          |  | <b>SELECT FILINGS WITH STATE OF NEW JERSEY COURTS</b>   |
| 2014     |  | NJ Discovery<br><a href="http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf">http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf</a>   |
| 2015     |  | NJ Proof Hearing<br><a href="http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf">http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf</a>   |
| 2019     |  | NJ Appeal 2019<br><a href="http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf">http://finfix.org/NJSuperior_2019/Case-Docket_F-00839-13_FILING-NJ-Superior-Court_6-21-19.pdf</a>   |
|          |  | <b>People Who Might Explain Some Acts Cited in This Case</b><br><a href="http://finfix.org/SCOTUS/Learn-From.pdf">http://finfix.org/SCOTUS/Learn-From.pdf</a>   |



**APPENDIX D**  
**U.S. District Court of New Jersey Filing #99**

**USDCNJ Filing**

<http://finfix.org/proof/USDCNJ/USDC-Doc99.pdf>

**Original Document Filed**

[http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Plaintiff-Response-to-Defendants-Objection-to-Count-2nd\\_4-2-18.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plaintiff-Response-to-Defendants-Objection-to-Count-2nd_4-2-18.pdf)



THIS DOCUMENT MAY BE DOWNLOADED AT

[http://finfix.org/proof/ADDL/Case\\_2-16-cv-05301\\_Plaintiff-Response-to-Defendants-Objection-to-Count-2nd\\_4-2-18.pdf](http://finfix.org/proof/ADDL/Case_2-16-cv-05301_Plaintiff-Response-to-Defendants-Objection-to-Count-2nd_4-2-18.pdf)

**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)

<sup>2</sup>He who walks uprightly,

And works righteousness,

And speaks the truth in his heart;

<sup>3</sup>He *who* does not backbite with his tongue,

Nor does evil to his neighbor,

Nor does he take up a reproach against his friend;

<sup>4</sup>In 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;

<sup>5</sup>He *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.**

| SECTION IN THIS DOCUMENT   | PAGE NO         |
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| <b>Exceeds Facial Plausibility Requirement</b>                                       | <b>15 – 16</b>  |
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| <b>Rules Referenced by Defendants – <u>ATTACHMENT I</u></b>                          | <b>43 – 51</b>  |
| <b>Timeline –selected acts of fraud – <u>ATTACHMENT II</u></b>                       | <b>52 – 53</b>  |
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| <b>Fraud in Foreclosure Case Files – <u>ATTACHMENT V</u> – Table 6</b>               | <b>57 – 58</b>  |
| <b>List of Indices of Documents Filed – <u>ATTACHMENT VI</u></b>                     | <b>59 – 98</b>  |
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| <b><u>Table 7</u> – Plaintiff's Efforts to Explain Case</b>                          | <b>39</b>       |

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 tables<sup>1</sup>, 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](http://www.FinFix.org/Williams-v-BigBanks.pdf).

<sup>1</sup> 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](mailto:BankFraud@FinFix.org). For a copy of this document with hyperlinks, send an email to [BankFraud@vawilliams.com](mailto: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 fraud<sup>2</sup> 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 filings<sup>3</sup> 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 order<sup>4</sup>. Reportedly, Litton Loan acquired Fremont<sup>5</sup>. 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.

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<sup>2</sup> 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.

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

<sup>4</sup> 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>

<sup>5</sup> 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 \$470M<sup>6</sup> and \$5.1B<sup>7</sup>, respectively, to the United States Department of Justice.<sup>8</sup> 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, 2007<sup>9</sup>. The Federal Reserve issued an enforcement action<sup>10</sup> 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 years<sup>11</sup>. 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 process<sup>12</sup>”.

**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 fees<sup>13</sup>.

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

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

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

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

<sup>9</sup> 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>

<sup>10</sup> 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%209-1-11.pdf)

<sup>11</sup> 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)

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

<sup>13</sup> 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 Authorities<sup>14</sup> and deflected by their agreements<sup>15</sup> 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.”<sup>16</sup> “. 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’ vast<sup>17</sup> 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><br># <u>34</u><br># <u>81</u> | THIS DOC |
| <u>Barenbaum</u> asserts Rooker-Feldman  |             | # <u>29</u> |             | Plaintiff   | # <u>33</u><br># <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> <sup>18</sup> & Procedurally Defective | # <u>82</u> |             | # <u>87</u> | Plaintiff   | # <u>34</u><br># <u>85</u>                | THIS DOC |
| Barenbaum agrees   | # <u>83</u> |             | # <u>88</u> |   |   |          |
| <b>TABLE 1</b>   |             |             |             |   |   |          |

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

<sup>14</sup> 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](#)

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

<sup>16</sup> 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>

<sup>17</sup> \$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>

<sup>18</sup> 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 Timeline<sup>19</sup> 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.

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<sup>19</sup> 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 <sup>20</sup>                                     | EIN <sup>21</sup> | 2007   | 2008   | 2009   | 2010   | 2011   | 2012   | 2013   | 2014    | 2015    | 2016    | 2017    |
|-----------------------------|---|-------------------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| BILLIONS OF U.S. DOLLARS    |   |                   |        |        |        |        |        |        |        |         |         |         |         |
| HSBC <sup>22</sup>          | 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 <sup>23</sup> | 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 HSBC<sup>24</sup>, 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 fiduciary<sup>25</sup> responsibility to the Plaintiff. Fremont Investment and Loan also failed in its fiduciary responsibility but was put out of business by the FDIC<sup>26</sup> before the Plaintiff could resolve the problem they caused.

<sup>20</sup> Central Index Key (CIK) is a unique identifier assigned by the U.S. Securities Exchange Commission. VIEW

<sup>21</sup> Employee Identification Number (EIN) is a unique identifier assigned by the Internal Revenue Service. VIEW

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

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

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

<sup>25</sup> "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/>

<sup>26</sup> 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 files<sup>27</sup>. 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.

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<sup>27</sup> See letter to Judges & Attorneys p. 68 <http://www.finfix.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)<sup>1</sup>, 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*<sup>28</sup> 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 complaint<sup>29</sup>, filed in August 2016, included over 3,000<sup>30</sup> pages of information that supports all counts. I also prepared a few charts that highlighted actions that supported the counts<sup>31</sup>.

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).

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

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

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

<sup>31</sup> These charts and other viewable delineation of counts may be viewed in USDCNJ 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 reasons<sup>32</sup>:

- 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.

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<sup>32</sup> 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"<sup>33</sup> 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 action<sup>34</sup>. 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.

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<sup>33</sup> *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>

<sup>34</sup> "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](http://insideARM.com). The Order may be downloaded at [CaseInfo](http://CaseInfo) or [InsideArm](http://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 Plaintiff<sup>35</sup>. The Plaintiff continues to levy these charges against Goldman Sachs (i.e. CIK 0000886982 & EIN 13-4019460 and NYSE Ticker GS) and all defendants<sup>36</sup>.

## **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"<sup>37</sup>.

## **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.

<sup>35</sup> Federal Reserve letter in response to Plaintiff's inquiry. [http://finfix.org/proof/DD/FedReserve\\_VWvsLitton1.pdf](http://finfix.org/proof/DD/FedReserve_VWvsLitton1.pdf)

<sup>36</sup> See USDCNJ #51, especially p. 5 and p. 18 [http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing\\_SHARED.pdf](http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf)

<sup>37</sup> 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).<sup>38</sup> 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.

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<sup>38</sup> 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." <sup>39</sup> 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." <sup>40</sup>

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" <sup>41</sup>.

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<sup>39</sup> 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)) .

<sup>40</sup> 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

<sup>41</sup> 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  | <a href="#">CLICK HERE</a> |
| 2. Amortization of Mortgages   | <a href="#">CLICK HERE</a> |
| 3. Fraudulent Mortgage ( <a href="#">Attempt to Correct Mortgage</a> )   | <a href="#">CLICK HERE</a> |
| 4. Defendant's Attempt to Correct  | <a href="#">CLICK HERE</a> |
| 5. Letter to Confirm Their Error Fix (actually to delay)   | <a href="#">CLICK HERE</a> |
| 6. Payments Delivered Before Deadline Confirmed by Litton  | <a href="#">CLICK HERE</a> |
| 7. Proof of Plaintiff's payments   | <a href="#">CLICK HERE</a> |
| 8. Litton's Promise Supported with <i>many</i> Financial Analyses  | <a href="#">CLICK HERE</a> |
| 9. Fraudulent Mortgage Signed by Sanctioned Attorney and Notary without Plaintiff's presence   | <a href="#">CLICK HERE</a> |
| 10. Federal Reserve response suggests given false information  | <a href="#">CLICK HERE</a> |
| 11. Process that Enabled the Fraud   | <a href="#">CLICK HERE</a> |
| 12. Further corroboration will be provided from financial institutions with subpoena and former employees of Fremont and Litton Loan | <a href="#">CLICK HERE</a> |
| <b>Table 3.</b> <a href="#">CLICK TO VIEW OR DOWNLOAD</a>  |                            |

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 document<sup>42</sup>. Evidentiary documents and other information in the case files point to additional sources of evidence<sup>43</sup>.

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

<sup>43</sup> See <http://www.finfix.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 2014<sup>44</sup>, 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 futile<sup>45</sup>. 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”<sup>46</sup> but rather to seek “the court’s leave”<sup>47</sup>.

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<sup>44</sup> Denbeaux & Denbeaux withdrew VIEW

<sup>45</sup> See Filing #27 and several places in case files.

<sup>46</sup> Federal Rules of Civil Procedure 15(a)(2). See Attachment I.

<sup>47</sup> 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"<sup>48</sup>. The next step had to be a strong offensive move that charged the defendants with at least one of their crimes<sup>49</sup> 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.

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

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

### **DEFENDANTS CREATED NEED AND OPPORTUNITY<sup>50</sup>**

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 Jersey<sup>51</sup>, causing my latest attorneys to quit<sup>52</sup>, exacerbating the fraud with further, unnecessary delays and false filings<sup>53</sup>, 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 violated<sup>54</sup>. 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.

<sup>50</sup> 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.finfix.org/US-Case-No-2-16-cv-05301-ES-JAD.pdf>.

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

<sup>52</sup> Note Denbeaux withdrawal letter

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

<sup>54</sup> 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*<sup>55</sup>. **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**<sup>56</sup>. 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 fraudulent<sup>57</sup>. 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 disappearing<sup>58</sup>. Stern & Eisenberg supported the fraud by conducting a fraudulent foreclosure. This is proven by documents submitted<sup>59</sup> 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 case<sup>60</sup>.

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<sup>55</sup> 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.

<sup>56</sup> 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/Williams\\_Financial-Economics-Operations-Expertise.pdf](http://www.finfix.org/proof/ADDL18/Williams_Financial-Economics-Operations-Expertise.pdf)

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

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

<sup>59</sup> 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>.

<sup>60</sup> 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 payment<sup>61</sup> back to 1983. Many financial professionals consider my accounting journals<sup>62</sup> 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 FDIC<sup>63</sup>.

**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

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

<sup>62</sup> Ibid.

<sup>63</sup> See footnote #9.



well<sup>64</sup>. This case is understood by those with solid finance and operations expertise. Moreover, the Plaintiff has a 35 plus year track record<sup>65</sup> 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 charts<sup>66</sup> and pictures<sup>67</sup> and audio visual presentations<sup>68</sup> 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.

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<sup>64</sup> 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>.

<sup>65</sup> 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)

<sup>66</sup> One of the charts can be viewed at Attachment IV.

<sup>67</sup> One of the pictures was produced from the fraud dimension of the master timeline. See Attachment II.

<sup>68</sup> 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 2014<sup>69</sup>. 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 request<sup>70</sup>.

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 complaint<sup>71</sup>. 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.

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<sup>69</sup> 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](#).

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

<sup>71</sup> 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 delay<sup>72</sup>, bad faith or dilatory<sup>73</sup> 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

<sup>72</sup> 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>.

<sup>73</sup> 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 deflections<sup>74</sup>, 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 process<sup>75</sup>. 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 doctors<sup>76</sup> 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<sup>77</sup>". 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.

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

<sup>75</sup> See "NJ Continues to Deny Due Process" in pp. 3649 – 3651 in <http://www.fifix.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.

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

<sup>77</sup> 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 #78<sup>78</sup>. 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.

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<sup>78</sup> 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**<sup>79</sup> (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

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<sup>79</sup> 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 process<sup>80</sup>. Examples are given in this document and throughout the case files. These include several actions by the State of New Jersey<sup>81</sup>. The Defendants contributed mightily to the Plaintiff’s inability to prosecute; the **defendants should *not be rewarded* for failing to show up & other bad acts<sup>82</sup>**.

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.

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

<sup>81</sup> 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.

<sup>82</sup> 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 Courts<sup>83</sup>
- NJ Capital Post Office<sup>84</sup>
- Daniel Roy, NJ attorney<sup>85</sup>
- Mortgage Investigator<sup>86</sup>
- NJ Notary<sup>87</sup>
- Monica Hardaway, TX Notary<sup>88</sup>

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. :

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<sup>83</sup> 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>.

<sup>84</sup> 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

<sup>85</sup> Attorney signed fraudulent agreement. See pp. 6 & 22 [http://finfix.org/proof/FCLOSE/Motion-Mortgage-ExB\\_12-11-13.pdf](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](http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667)

<sup>86</sup> Listed in Witness List. [http://www.finfix.org/proof/ADDL/Witnesses\\_Nov-2016.pdf](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.

<sup>87</sup> Ibid. Witness List.

<sup>88</sup> 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](http://finfix.org/proof/FCLOSE/Obj-Motion_7-9-13.pdf)



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

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| <i>Frederico v. Home Depot</i> , 507 F.3d 188 (3d Cir. 2007) .....  | 3    |
| <i>Garcia v. City of Paterson</i> , 2012 U.S. Dist. LEXIS 132515 (D.N.J. Sept. 17, 2012) .....                                      | 4    |
| <i>Iqbal</i> , 556 U.S. at 678 .....  | 3    |
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| <i>Monroe v. City of Hoboken</i> , 2012 U.S. Dist. LEXIS 50096 (D.N.J. Apr. 10, 2012). ....   | 4    |
| <i>In re NAHC, Inc. Sec. Litig.</i> , 306 F.3d 1314 (3d Cir. 2002) .....  | 2    |
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| <i>Shane v. Fauver</i> , 213 F.3d 113, 115 (3d Cir. 2000) .....   | 4    |
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## Rules

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

| RELEVANT DIFFERENCES BETWEEN:   |  |
|---|--|
| Ashcroft v. IQBal   | Williams v. HSBC, Goldman Sachs, Litton Loan, et. al.  |
| <ul style="list-style-type: none"> <li>◆ Did not have factual content<sup>89</sup></li> <li>◆ Fails to plead sufficient facts to state a claim for purposeful and unlawful discrimination<sup>90</sup></li> </ul>   | <ul style="list-style-type: none"> <li>◆ 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 <a href="#">Table 3</a>.</li> </ul>   |
| <ul style="list-style-type: none"> <li>◆ 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 misconduct<sup>91</sup></li> </ul>  | <ul style="list-style-type: none"> <li>◆ 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><sup>92</sup> 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.</li> </ul> |
| <ul style="list-style-type: none"> <li>◆ Justices Souter &amp; Breyer dissented<sup>93</sup><br/> Souter: non-conclusory allegations should be accepted as true<br/> Breyer: minimally intrusive discovery would have been more fitting</li> </ul>  | <ul style="list-style-type: none"> <li>◆ Expertise<sup>94</sup> underlying documents and recordings submitted by the Plaintiff should be accepted as true</li> <li>◆ 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.</li> </ul>   |
| <ul style="list-style-type: none"> <li>◆ Accepting allegations as true is "inapplicable to threadbare recitals" of a cause of actions supported by "mere conclusory statements"</li> </ul>  | <ul style="list-style-type: none"> <li>◆ Plaintiff's recitals are hardly threadbare as defined above, throughout this document and case filings</li> <li>◆ Statements are based on facts presented or from conclusions from highly expert and respected professionals</li> <li>◆ Sources of facts and conclusions are indeed "entitled to the assumption of truth"<sup>95</sup></li> </ul>   |
| SOURCES: <a href="https://www.supremecourt.gov/opinions/08pdf/07-1015.pdf">https://www.supremecourt.gov/opinions/08pdf/07-1015.pdf</a><br><a href="https://www.casebriefs.com/blog/law/civil-procedure/civil-procedure-keyed-to-yeazell/discovery/ashcroft-v-iqbal-2/">https://www.casebriefs.com/blog/law/civil-procedure/civil-procedure-keyed-to-yeazell/discovery/ashcroft-v-iqbal-2/</a> |  |
| <b>Table 5.</b>   |  |

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](#)

<sup>89</sup> Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>90</sup> Ashcroft v. IQBal, Supreme Court of the United States, No. 07-1015, October Term, 2008 [click to view](#)

<sup>91</sup> Ibid footnote #89. Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>92</sup> Each of these facts has been documented in this document and in the case filings.

<sup>93</sup> Ibid footnote #89. Ashcroft v. IQBal case brief by Bloomberg LAW, Nov. 29, 2013 [click to view](#)

<sup>94</sup> Financial and operations expertise [click to view](#) ; expertise from additional sources available upon request.

<sup>95</sup> 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” <sup>96</sup> ,”   | ♦ Plaintiff does not argue parallel conduct rather defines <i>subsequent</i> business conduct.<br>♦ 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” <sup>97</sup> ,”   | ♦ Plaintiff's 3,000+ page complaint and subsequent filings prove a right to relief that is far beyond speculation.<br>♦ 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.” <sup>98</sup>   | ♦ The Plaintiff has absolutely moved her claim “across the line from conceivable to plausible” <sup>99</sup> ; <i>the Plaintiff's complaint must not be dismissed</i>   |
| <b>SOURCES:</b> <a href="https://scholar.google.com/scholar_case?case=913703117340005992&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar">https://scholar.google.com/scholar_case?case=913703117340005992&amp;hl=en&amp;as_sdt=6&amp;as_vis=1&amp;oi=scholar</a><br><a href="https://supreme.justia.com/cases/federal/us/550/05-1126/index.pdf">https://supreme.justia.com/cases/federal/us/550/05-1126/index.pdf</a><br><a href="https://supreme.justia.com/cases/federal/us/550/544/">https://supreme.justia.com/cases/federal/us/550/544/</a> ♦ <a href="http://www.uscourts.gov/sites/default/files/motioniqbal_1.pdf">http://www.uscourts.gov/sites/default/files/motioniqbal_1.pdf</a> |   |
| <b>Table 6.</b>   |   |

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.

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

<sup>97</sup> Ibid.

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

<sup>99</sup> 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:

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

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"<sup>100</sup>. At

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<sup>100</sup> 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. Conspiracy<sup>101</sup> 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.**

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<sup>101</sup> 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.

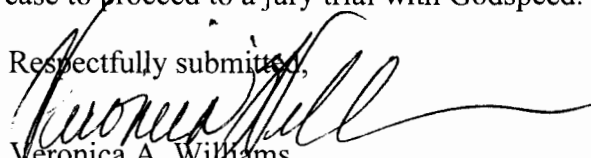
**“Don’t mistake politeness for lack of strength.”**

**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.**

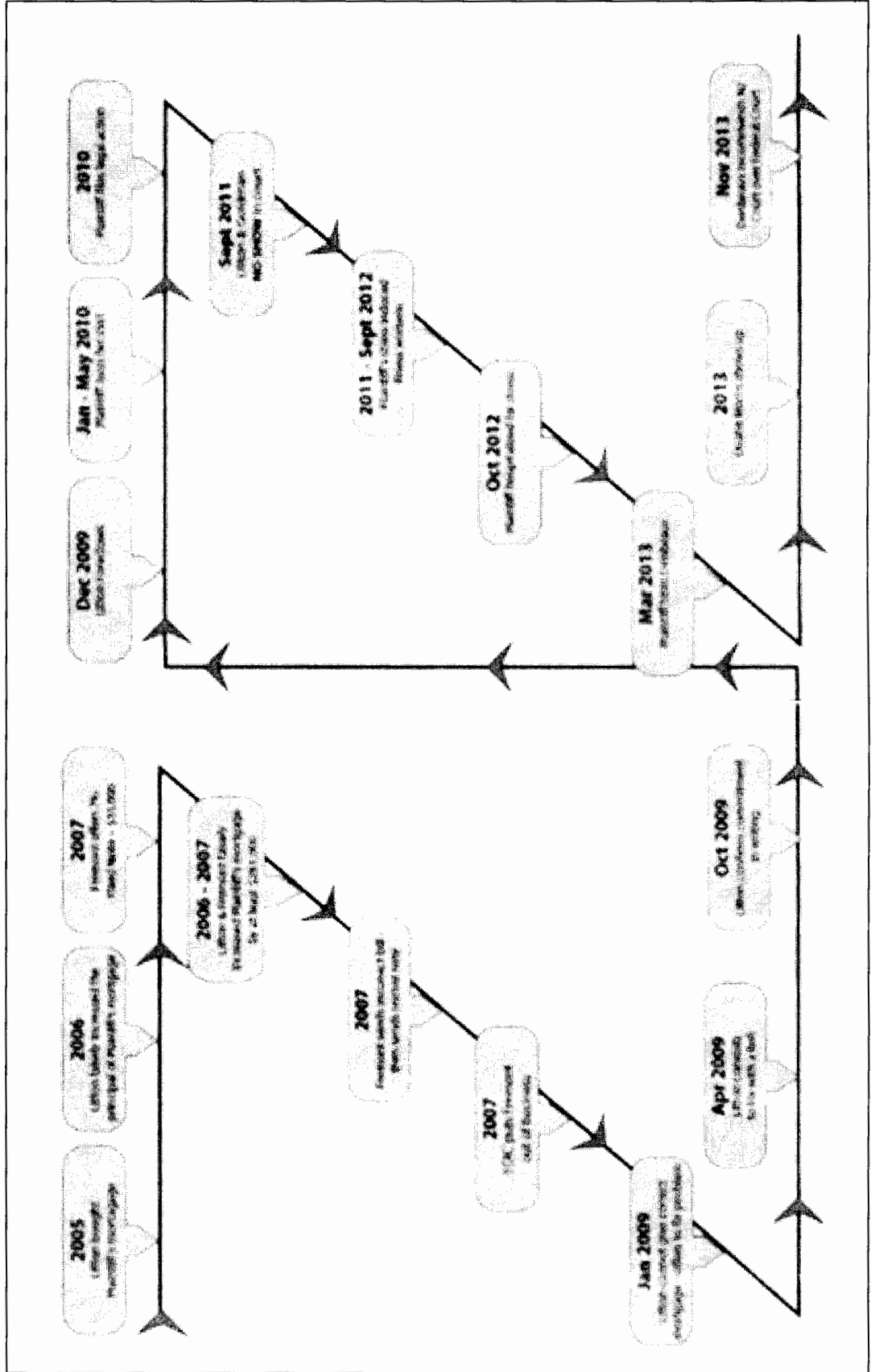
- (d) **Pretrial Orders.** After any conference under this rule, the court should issue an order reciting the action taken. This order controls the course of the action unless the court modifies it.
- (e) **Final Pretrial Conference and Orders.** The court may hold a final pretrial conference to formulate 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 of 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>

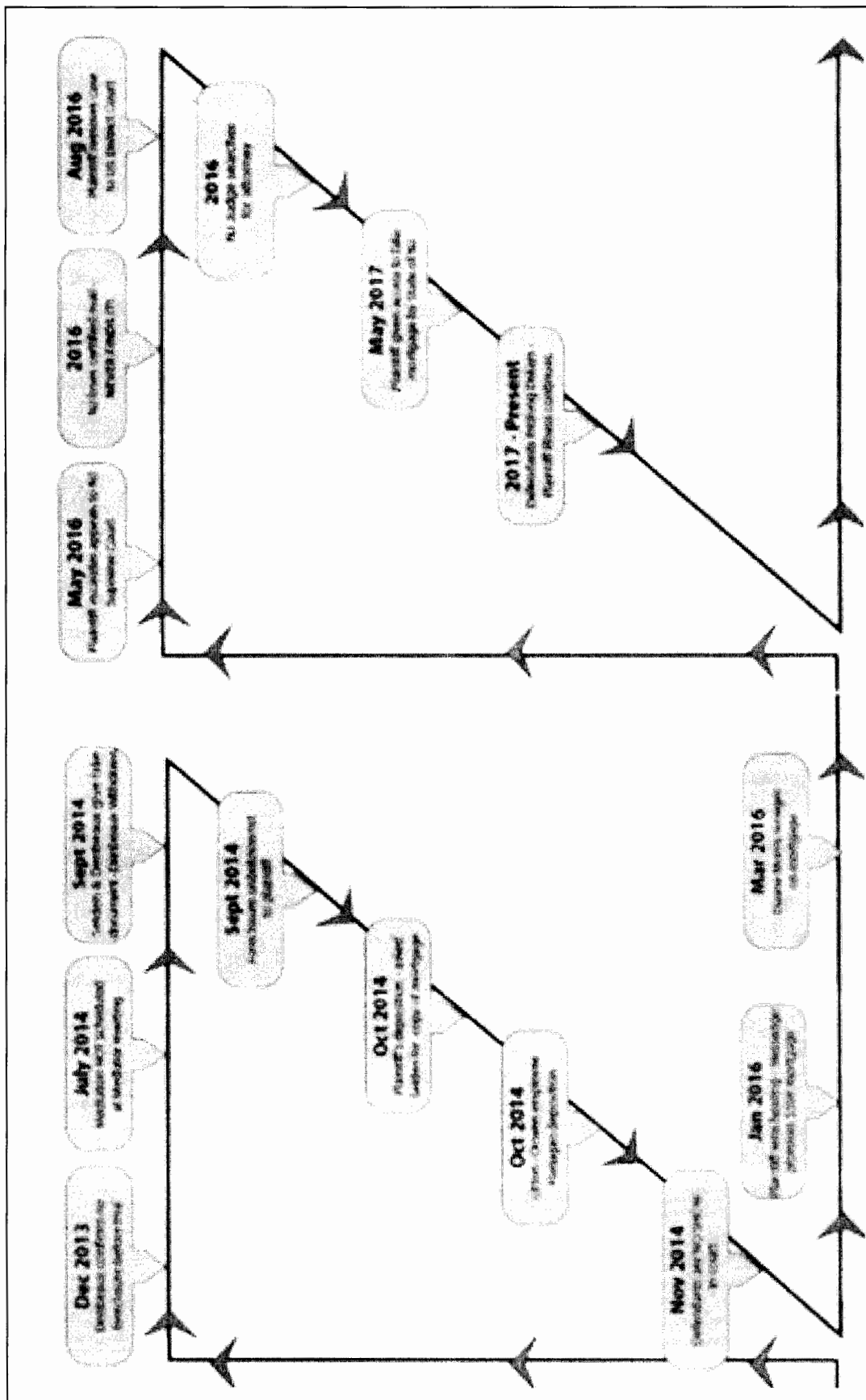
View this picto-timeline with hyperlinks at <http://www.FinFix.org/Fraud-timeline.html>



## ATTACHMENT II – FRAUD 2005 – 2018 cont'd. 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>

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



**ATTACHMENT III – Table 5 – SELECTED USDCNJ FILINGS**

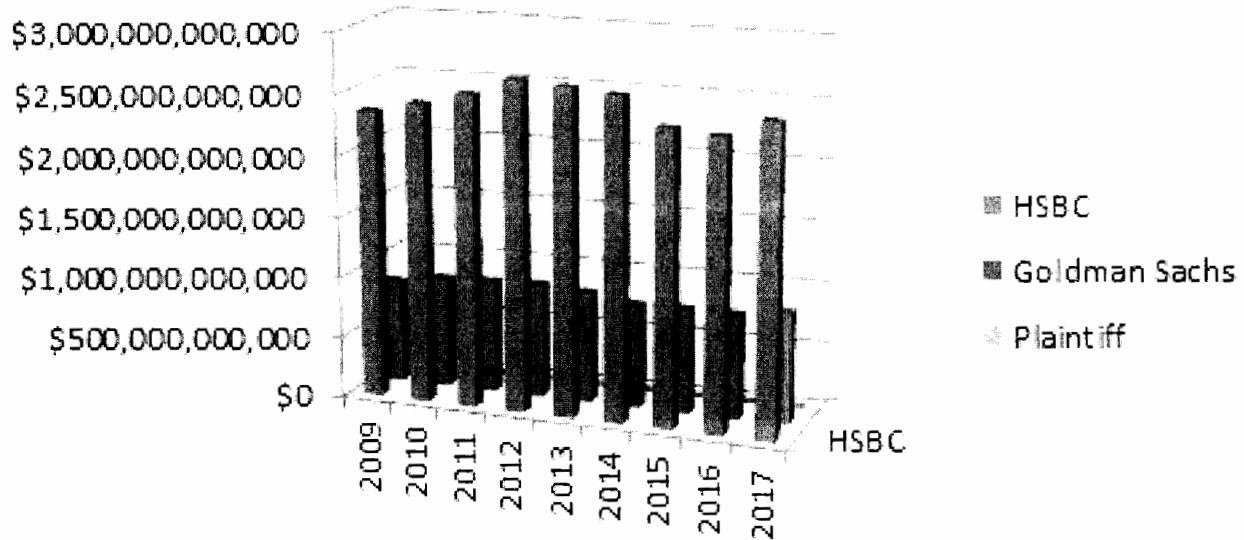
| DATE       | USDCNJ FILING NO. | COMPLAINT FILED AUGUST 24, 2016<br>SELECTED SUBSEQUENT FILINGS  |
|------------|-------------------|---|
| 8/25/2016  | <u>1</u>          | COMPLAINT (w/voluminous exhibits, see Court file) against FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 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 11 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 11 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, # 1 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<br>FILING<br>NO. | COMPLAINT FILED AUGUST 24, 2016<br>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: 04/25/2017)   |
| 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   | NA                      | Seiden's letter <small>C:\CriticalFest\CURRENT_Post2018\Veronica Williams\Legal_PreparedCase_1\forLoan\COURT_Federal Court\PrepCase_2-16-cv-05301_Seiden letter Feb6 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 | <a href="#">VIEW</a> |
| Steven Keith, S&E <a href="mailto:JEFIS@SternEisenberg.com">JEFIS@SternEisenberg.com</a> named in this document  | <a href="#">VIEW</a> |
| KEVIN FLANAGAN CONFIRMS ACCURACY OF FRAUDULENT DATA (Ocwen and former Litton Loan employee) p. 2   | <a href="#">VIEW</a> |
| PLAINTIFF DOE NOT HAVE A SPOUSE AND is not a patient of Woodbridge Medical p. 2  | <a href="#">VIEW</a> |
| PLAINTIFF NEVER RECEIVED MAIL & HAD NO SPOUSE p. 1-9   | <a href="#">VIEW</a> |
| PLAINTIFF NEVER RECEIVED INFO & HAD NO SPOUSE  | <a href="#">VIEW</a> |
| HOW WAS ERROR MADE? THIS WAS NOT ON FILE IN 2010!!! p. 1   | <a href="#">VIEW</a> |
| WAS NEVER RECEIVED OR SERVED !!  | <a href="#">VIEW</a> |
| PLAINTIFF WAS NEVER NOTIFIED OF COURT ORDERED MEDIATION  | <a href="#">VIEW</a> |
| NEVER RECEIVED PLEADING SO PLAINTIFF COULD NOT RESPOND IN 30 DAYS -- MORTGAGE GRANTED TO FGC COMMERCIAL MORTGAGE FINANCE CBA FREMONT MORTGAGE  | <a href="#">VIEW</a> |
| 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   | <a href="#">VIEW</a> |
| PLAINTIFF WAS NEVER NOTIFIED THAT SUMMARY JUDGMENT HAD BEEN ADJOURNED UNTIL AFTER FEB. 6, 2014 p. 1  | <a href="#">VIEW</a> |
| PLAINTIFF NEVER RECEIVED LETTER FROM FORMER LAWYER p. 1  | <a href="#">VIEW</a> |
| PLAINTIFF NEVER NOTIFIED   | <a href="#">VIEW</a> |
| KEVIN FLANAGAN CERTIFIED THAT THE AMOUNT DUE IS CORRECT!!! SAID HE "THOROUGHLY REVIEWED" in deposition explained why this was not likely   | <a href="#">VIEW</a> |
| THIS IS NOT A TRUE COPY OF THE DOCUMENT THAT I SIGNED p. 1-7   | <a href="#">VIEW</a> |
| THE INTEREST RATE WAS CHANGED BUT NOT THE PRINCIPAL AMOUNT!!! PLAINTIFF DID NOT SIGN THIS; HER DIGITAL SIGNATURE WAS USED WITHOUT HER PERMISSION!!! p. 2   | <a href="#">VIEW</a> |
| NEVER RECEIVED BY PLAINTIFF  | <a href="#">VIEW</a> |
| SAMANTHA RADTKE OF OCWEN CERTIFIED FRAUDULENT MORTGAGE p. 1  | <a href="#">VIEW</a> |
| MICHAEL KOCH SIGNED & VERONICA WILLIAMS SIGNATURE ALONE – FRAUDULENT p. 5  | <a href="#">VIEW</a> |
| P. 3 RADTKE CERTIFIES MORTGAGE AGAIN – GO THROUGH THIS IN DETAIL , SAYS "IT IS CLEAR THAT I EXECUTED ON MARCH 27, 2007   | <a href="#">VIEW</a> |
| BONNIE L. BONSER OF S&E , LEGAL ASSISTANT MENTIONED pp. 1-2  | <a href="#">VIEW</a> |
| MENTIONS HOSPITAL CENTER GOT JUDGMENT FROM VERONICA WILLIAMS AT AN ADDRESS   | <a href="#">VIEW</a> |

| <b>SELECTED DOCUMENTS FROM COURT FORECLOSURE CASE FILE</b>   |  |
|--|--|
| <b>IN ORANGE, NJ – WRONG !! P. 8 SHOWS LEGAL ACTION AGAINST VERONICA WILLIAMS AT AN ADDRESS IN FORDS, NJ – WRONG!! &amp; P. 12 CRYSTAL JOY LEWIS-PIERRE , CONTRACT MANAGEMENT COORDINATOR CERTIFIES THIS FRAUDULENT MORTGAGE P. 14 SIGNED BY STACEY WEISBLATT, S&amp;E ATTORNEY p. 7</b><br>Motion-Complaint-Mtg-Forecl_12-11-13.pdf p. 7<br>Motion-Intent-to-Foreclose_12-11-13.pdf | <a href="#"><u>VIEW</u></a>                                    |
| <b>p. 16 &amp; 22 (SOMEONE NOTED “NO NOTARY”) DANIEL ROY SIGNED – FRAUDULENT MORTGAGE – SIGNED DISCONNECTED PAGE</b>   | <a href="#"><u>VIEW</u></a>                                    |
| <b>P. 4 REFERENCES RADTKE’S CONFIRMATION OF FRAUDULENT MORTGAGE; READ AGAIN</b>  | <a href="#"><u>VIEW</u></a>                                    |
| <b>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 &amp; COMPARE WITH CORRECTION</b>  | <a href="#"><u>VIEW</u></a>                                    |
| <b>INFORMATION FILED WITH COURT IS INCORRECT</b><br>p. 14 Judgments Proof-Amt-Due.pdf<br>Request&Certification-of-Default.pdf Len M. Garza, S&E signed   | <a href="#"><u>VIEW</u></a><br><br><a href="#"><u>VIEW</u></a> |
| <b>CONTINUE TO DEFINE PLAINTIFF AS HAVING SPOUSE AND AS A PATIENT OF Woodbridge Medical – BOTH WRONG p. 1-2</b>  | <a href="#"><u>VIEW</u></a>                                    |
| <b>PLAINTIFF NEVER KNEW ABOUT THIS <i>Writ of Execution</i></b>  | <a href="#"><u>VIEW</u></a>                                    |



## **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

Page 1 of 1

#### Case, Evidence Categories and Counts

| CLASSIFICATIONS OF RECORDS                                       |                                |   |                                  | COUNTS                      |   |                             |   |
|--|--------------------------------|---|----------------------------------|-----------------------------|---|-----------------------------|---|
| User10   | Case Category                  | # | User10<br>Location of<br>Address | User12<br>Evidence Category | # | User12<br>Evidence Category | Counts  |
| User10   | Fraud - financial & operations | 1 | Fraud - financial & operations   | 1. 1. Critical              | 1 | 1. Critical                 | Violation of the Fair Debt Collection Practices Act |
|  | Fraud - legal & administrative | 2 | Fraud - legal & administrative   | 2. 2. Relevant info         | 2 | 2. Relevant info            | Violation of the New Jersey Consumer Fraud Act      |
|  | Cooperating Actions            | 3 | Cooperating Actions              | 3. 3. Written Questions OK  | 3 | 3. Written Questions OK     | Branch of contact                                   |
|  | Fraud - legal & administrative | 4 | Pre-Mediated                     | 4. 4. Can Waive testimony   | 4 | 4. Can Waive testimony      | International Bank of Financial District            |
|  | Cooperating Actions            | 5 | Deprived Indifference            | 5. 5. Gen. Supporting info  | 5 | 5. Gen. Supporting info     | Deliberate Indifference                             |
|  | Pre-Mediated                   | 6 | Damages                          |                             |   |                             | Defendant's Indifference                            |
|  | Deprived Indifference          | 7 | Other                            |                             |   |                             | Defendant's Indifference                            |
| SELECT HIGHLIGHTS  |                                |   |                                  |                             |   |                             |   |
| User11   | Location of Address            |   |                                  |                             |   |                             |   |
| User12   | Evidence Category              |   |                                  |                             |   |                             |   |
|  | 1. Critical                    |   |                                  |                             |   |                             |   |
|  | 2. Relevant info               |   |                                  |                             |   |                             |   |
|  | 3. Written Questions OK        |   |                                  |                             |   |                             |   |
| User12   | 4. Can Waive testimony         |   |                                  |                             |   |                             |   |
|  | 5. Gen. Supporting info        |   |                                  |                             |   |                             |   |
|  | 6. Damages                     |   |                                  |                             |   |                             |   |
|  | 7. Other                       |   |                                  |                             |   |                             |   |
| OTHER DEFENDANTS SUBJECT ONE OR MORE OF THESE COUNTS             |                                |   |                                  |                             |   |                             |   |
| HAB  |                                |   |                                  |                             |   |                             |   |
| Other  |                                |   |                                  |                             |   |                             |   |
| Since 2009 -- 4 surgeries plus 4 hospitalizations (in excel)     |                                |   |                                  |                             |   |                             |   |
| 926 Total Witnesses  |                                |   |                                  |                             |   |                             |   |
| 34 Witnesses   |                                |   |                                  |                             |   |                             |   |
| 91 Subpoenas   |                                |   |                                  |                             |   |                             |   |
| 9+ Witnesses to mortgage fraud by Fremont (ACT) group            |                                |   |                                  |                             |   |                             |   |
| 7+ Witnesses to mortgage fraud by Litton (ACT) group             |                                |   |                                  |                             |   |                             |   |
| 10+ Witnesses to legal mortgage fraud by State of NJ (ACT) group |                                |   |                                  |                             |   |                             |   |
| Federal Reserve letter   |                                |   |                                  |                             |   |                             |   |
| FDIC cease and desist letter                                     |                                |   |                                  |                             |   |                             |   |
| LIBOR rate, financial infeasibility                              |                                |   |                                  |                             |   |                             |   |
| Subpoenas TDB, NorthML, etc.                                     |                                |   |                                  |                             |   |                             |   |
| ALL DEFENDANTS AS LISTED   |                                |   |                                  |                             |   |                             |   |
| LITTON LOAN SERVING  |                                |   |                                  |                             |   |                             |   |
| WELLS FARGO  |                                |   |                                  |                             |   |                             |   |
| GOLDMAN SACHS  |                                |   |                                  |                             |   |                             |   |
| FREMONT HOME LOAN TRUST  |                                |   |                                  |                             |   |                             |   |
| OCWEN (Ocwen Financial Corporation)                              |                                |   |                                  |                             |   |                             |   |
| LITTON LOAN SERVING  |                                |   |                                  |                             |   |                             |   |

# MASTER LIST OF CASE DOCUMENTS

**From Master File with 14 Indices -- All USDC Filings--details p. 1 of 6**

[illegible]



**From Master File with 14 Indices -- All USDC Filings--details p. 2 of 6**

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**From Master File with 14 Indices -- All USDC Filings-details p. 3 of 6**

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**From Master File with 14 Indices -- All USDC Filings-details p. 4 of 6**

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**From Master File with 14 Indices -- All USDC Filings-details p. 5 of 6**

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**From Master File with 14 Indices -- All USDC Filings-details p. 6 of 6**

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**MASTER LIST OF CASE DOCUMENTS****From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.1 of 4****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 | Doc. Type | Filing Category | Case Category | Blender Tab | Debit Ref |
|---|-----------|------------|-----------|-----------------|---------------|-------------|-----------|
| <u>Federal Complaint by vW.pdf</u>                                      | <u>1</u>  |            |           |                 |               |             |           |
| 1_US_Case-2-16-cv-05301-ES-JAD_Aug_2016.pdf                             |           |            |           |                 |               |             |           |
|   | <u>2</u>  |            |           |                 |               |             |           |
|   | <u>3</u>  |            |           |                 |               |             |           |
|   | <u>4</u>  |            |           |                 |               |             |           |
|   | <u>5</u>  |            |           |                 |               |             |           |
|   | <u>6</u>  |            |           |                 |               |             |           |
| 2_US_Case-2-16-cv-05301-ES-JAD_Nov_2016.pdf                             |           |            |           |                 |               |             |           |
|   | <u>7</u>  |            |           |                 |               |             |           |
|   | <u>8</u>  |            |           |                 |               |             |           |
|   | <u>9</u>  |            |           |                 |               |             |           |
|   | <u>10</u> |            |           |                 |               |             |           |
|   | <u>11</u> |            |           |                 |               |             |           |
|   | <u>12</u> |            |           |                 |               |             |           |
|   | <u>13</u> |            |           |                 |               |             |           |
|   | <u>14</u> |            |           |                 |               |             |           |
| COURT_List-of-Filings-OW TRIAL.pdf 13                                   |           |            |           |                 |               |             |           |
| Case_2-16-cv-05301_MotionDefaultJudgment.pdf                            |           |            |           |                 |               |             |           |
| Reo-Submission-Cover-letter_10-20-16.doc                                |           |            |           |                 |               |             |           |
| 1_US_Case-2-16-cv-05301-ES-JAD_Aug_2016.pdf                             |           |            |           |                 |               |             |           |
| Case_2-16-cv-05301_MotionDefaultJudgment_COPY                           |           |            |           |                 |               |             |           |
| Reo-Submission-Cover-letter_10-20-16                                    |           |            |           |                 |               |             |           |
|   | <u>15</u> |            |           |                 |               |             |           |
|   | <u>16</u> |            |           |                 |               |             |           |
|   | <u>17</u> |            |           |                 |               |             |           |
|   | <u>18</u> |            |           |                 |               |             |           |
|   | <u>19</u> |            |           |                 |               |             |           |

**MASTER LIST OF CASE DOCUMENTS****From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.2 of 4****NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016****Page 2 of 4**

| Filings Submitted to US District Court of NJ after Aug. 2016 submission   | Doc. No. | Doc. Title | Case Category | Case Subcategory | Case Tab | Index No. |
|---|----------|------------|---------------|------------------|----------|-----------|
| Case 2:16-cv-05301 Motion/Default Judgment of   | 18       | ---        |               |                  |          |           |
|   | 19       |            |               |                  |          |           |
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|   | 24       |            |               |                  |          |           |
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| Case 2:16-cv-05301 Motion/Default Judgment, SUPPLEMENTAL COPY   | 26       | ---        |               |                  |          |           |
|   | 27       |            |               |                  |          |           |
|   | 28       |            |               |                  |          |           |
|   | 29       |            |               |                  |          |           |
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|   | 31       |            |               |                  |          |           |
|   | 32       |            |               |                  |          |           |
| Case 2:16-cv-05301 Response to J&J Motion for Dismissal   | 33       | ---        |               |                  |          |           |
| Case 2:16-cv-05301 Response to Motion from J&J to Dismiss   | 34       | ---        |               |                  |          |           |
| Case 2:16-cv-05301 No Appellate Court Review Answer, J&J  | 35       | ---        |               |                  |          |           |
| C:\Orbis\Files\CURRENT_Post2010\Veronica Williams\Legal_Prep\Case_Litigation\COURT_Federal-Court-Prep\Case 2:16-cv-05301_Activity in Case 2:16-cv-05301-ES-JAD WILLIAMS v. LITTON COAN AFFIDAVIT and Notice 3-16-17.pdf | 36       | ---        |               |                  |          |           |
| http://littoncoan.com/Assets/Case-2:16-cv-05301_Response-to-the-defendants-motion-to-dismiss.pdf  | 37       | ---        |               |                  |          |           |
| Case 2:16-cv-05301 Response to Defendants 3-16-17 Response to Plaintiff   | 38       | ---        |               |                  |          |           |
| C:\Orbis\Files\CURRENT_Post2010\Veronica Williams\Legal_Prep\Case_Litigation\COURT_Federal-Court-Prep\Case 2:16-cv-05301_Activity in Case 2:16-cv-05301-ES-JAD WILLIAMS v. LITTON COAN AFFIDAVIT and Notice 3-16-17.pdf | 39       | ---        |               |                  |          |           |
| Case 2:16-cv-05301 Case Summary for Litigation 3-16-17  | 40       | ---        |               |                  |          |           |



**MASTER LIST OF CASE DOCUMENTS****From Master File with 14 Indices -- All USDCNJ Filings-Categorized p.3 of 4****NJ Foreclosure File Documents Added to USDCNJ File After Aug. 2016****Page 3 of 4**

| Filings Submitted to US District Court of NJ after Aug. 2016 submission       | DOC ID | DOC DATE | DOC TYPE | Doc Sub Category | Case Category | Doc Order | Doc Rev |
|---|--------|----------|----------|------------------|---------------|-----------|---------|
|   | 37     |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 Summary Judgment Amended 4-11-17</u>                    |        |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Case Filed 4-13-17</u>                   |        |          |          |                  |               |           |         |
|   | 38     |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Case Filed 4-13-17</u>                   |        |          |          |                  |               |           |         |
|   | 39     |          |          |                  |               |           |         |
|   | 40     |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Case Filed 4-13-17</u>                   |        |          |          |                  |               |           |         |
|   | 41     |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Mortgage Indemnity 4-14-17</u>           |        |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 Motion to Dismiss Defendant's Legal Opinion 4-17-17</u> |        |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Case Filed 4-17-17</u>                   |        |          |          |                  |               |           |         |
|   | 42     |          |          |                  |               |           |         |
|   | 43     |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 NJ Foreclosure Case Filed 4-17-17</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 4-11-17</u>                |        |          |          |                  |               |           |         |
| <u>Case 2:16-cv-05301 Notification of Motion Filed 4-11-17.pdf</u>            |        |          |          |                  |               |           |         |
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## SUMMARY

### SERIAL ERRORS, FRAUD, or BOTH?

This document explains how a series of actions by the defendants caused the financial ruin and near death of Veronica Williams. Links to documents, video and audio files corroborate the explanation. Additional information can be provided to those with a need to know.

The following outline provides a chronological summary of how:

- A series of deceptive & fraudulent schemes led to destruction of my income and health
- I have tried for 7 years to reverse the negative impact as the defendants dragged me through the mud and avoided being responsible for their actions
- Refused to accept for \$200,000 discrepancy in principal balance
- Am now trying to get my day in court, before a jury of my peers

More than 40 years of time, money and effort went into preparing my firm, ACT Inc., for the impending orders on our US/USA contract. The new orders required that I consolidate my operations. To achieve this, I decided to sell my home. After listing my home 3 times between 2005 and 2007 (PRUCF) without an offer over \$175,000, I decided to stay. My second option was to lower my cost of capital and operations costs by restructuring debt, a common practice. Several firms offered to refinance my mortgage. I chose Lloyds Loan.

CREATED DEBT RESTRUCTURE PLAN IN PREPARATION FOR IMPENDING ORDERS

2008 approached mortgage firms to refinance. Narrowed my choice to Chase & Utton (had just bought my loan)

- Chase offered 3% for both mortgages
- Had several Conversations with Litter Loan
  - o Told them of my concern (Litter Loan's bad reputation and reporting problems) (Ex: [PROOF](#))
  - o Litter Loan added about \$112,325 & Fremont added about \$75,175 to my principal (Ex: [PROOF](#))
  - o I refinanced with **Fremont** Loan to escape Litter Loan (for mortgage history see Ex: [PROOF](#))
  - o I ended up back with Litter Loan, who accept a modification and the with Litter L
- Litter made compelling offer & said Goldman Sachs' ownership gave them new integrity
  - o Litter told me they were now owned by Goldman Sachs and I did not have to worry
  - o Litter assured me they would give me a modification if NAMP did not come through Ex: [PROOF](#)
  - o Even after getting my check to have because of his address (could show it) I was assured verbally & in writing that the modification would be confirmed (see receipt of my checks) (Ex: [PROOF](#))
  - o I was further assured that the modification would be approved by NAMP on Litter Loan and the related document was sent to me
- Litter reduced my mortgage principal but not enough (Ex: [PROOF](#))
- In addition to the amount Litter Loan had added to my principal, Fremont added about \$95,671 to my principle (Ex: [PROOF](#))
- My intention was to accept the unaffiliated addition to principal, focus on the FIMA job and making bank orders against my firm's USA contract, and use the modification to lower my costs of financing
  - o Despite excessive addition to principal I decided to proceed, so focus time in AUC (in customer's heightened reputation effort allowed AUC Inc. to achieve heightened and appointed vendor status with multiple Federal Agencies) (Ex: [PROOF](#)) (helped up marketing and sales in 2004) (Def. working Group, 8% leverage, 8-peak a know Def. 10% w/e) - Ex: [WITNESS](#)
- Sept. 2009 - Received job offer from FIMA to gain immediate "best performance" percentage upon security clearance approval (Ex: [PROOF](#))

[illegible]





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- 2010→ Health declined (L26 PR001 & Ex7 WFTN0202)
- 2010→ My company - AC Inc. - now in jeopardy (Ex7 WFTN0202)
- 2010→ Ability to find jobs deteriorated (L26 PR001 & Ex7 WFTN0202)

## VW FOUGHT BACK

- DATE: Tried to get Lifton Loan, Goldman Sachs & HSBC to review my account & create a written solution. Ex.7: PROOF & Ex.7: PROOF Ex.9: PROOF Ex.10: PROOF Ex.7: WITNESSES)
- 2010 - 2011: Lifton Loan and Goldman Sachs refused to discuss the matter. (Ex.11: PROOF & Ex.7: WITNESSES)
- DATE: Appeared to NE Banking Committee, SEC, Federal Reserve & others. (Ex.12: PROOF Ex.13: PROOF & Ex.7: WITNESSES)
- Aug 2011: Filed legal complaint against Lifton Loan & Goldman Sachs. (Ex.14: PROOF)
- DATE: Served Lifton Loan & Goldman Sachs. (Ex.15: PROOF & Ex.7: WITNESSES)
- Sept. 1, 2011: Goldman Sachs used Lifton Loan to Down. (Ex.16: PROOF & Ex.7: [IN THE NEWS](#) (DATE: 09/01/11) DATE: 09/01/11, Account & Ex.7: WITNESSES)
- Sept. 1, 2011: Federal Reserve orders Goldman Sachs to conduct Foreclosure Review. (Ex.16: [FBI/DOJ](#))
- 2011: Lifton Loan's attorney never responded to questions. (Ex.15: PROOF)

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- | DATE     | TIME | LOCATION | WIND DIRECTION | WIND SPEED | WAVE HEIGHT | SEA STATE | WATER TEMPERATURE | AIR TEMPERATURE | RELATIVE HUMIDITY | VISIBILITY | BAROMETER | REMARKS |
|----------|------|----------|----------------|------------|-------------|-----------|-------------------|-----------------|-------------------|------------|-----------|---------|
| 10/10/10 | 0800 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0900 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1000 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1100 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1200 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1300 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1400 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1500 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1600 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1700 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1800 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1900 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 2000 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 2100 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 2200 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 2300 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0000 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0100 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0200 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0300 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0400 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
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| 10/10/10 | 0600 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 0700 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
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| 10/10/10 | 1000 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1100 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1200 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1300 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1400 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1500 | 1000     | 100            | 10         | 10          | 10        | 10                | 10              | 10                | 10         | 10        | 10      |
| 10/10/10 | 1600 | 1000     | 100            | 10         |             |           |                   |                 |                   |            |           |         |

## MASTER LIST OF CASE DOCUMENTS

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of 1/28/2018

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EXHIBITS FROM DISCOVERY FILING pp. 5 750 (page numbers from online document @ [Master File with 14 Indices -- Discovery Summary 2014 w-links p. 6 of 7](#))

- Confirmation of mortgage payment sent to Utton Loan on 4/1/05
- 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 LISPENSING FILED 7/29/09 Bill to Foreclosure 5/26/09
  - No B 7071053 Discharged 7/30/09 LISPENSING 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 \$88,000 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
- Aames 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 Callee Utton Loan with Payment info from Plaintiff
- Letter Requested by Federal Emergency Management Agency for clearance from Plaintiff
- Letter from Defendants' First Attorney Confirming Judgement on Fraudulent Mortgage
- Letter 1/10/10 Requested by Bessie Callee Utton Loan with Payment info from Plaintiff
- Letter 1/10/10 Requested by Bessie Callee 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 3/16/10
- Plaintiff Health Decline Will Be Confirmed by Doctors
- Plaintiff's Ability to Get Job Reinstated

| DOC ID | DOC DATE | DOC TYPE | Full Name Category | Case Category | Author Date | Index |
|--------|----------|----------|--------------------|---------------|-------------|-------|
| Ex 1   | 2005     | 1        | 1                  |               |             | 1     |
| Ex 2   | 2007     | 1        | 1                  |               |             | 2     |
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- | EXERCISE | EXERCISE NAME | EXERCISE TYPE | EXERCISE CATEGORY | EXERCISE SUB-CATEGORY | EXERCISE SUB-SUB-CATEGORY |
|----------|---------------|---------------|-------------------|-----------------------|---------------------------|
| Ex 1.1   | Ex 1.1        | 1             | 1                 | 1                     | 1                         |
| Ex 1.2   | Ex 1.2        | 1             | 1                 | 1                     | 1                         |
| Ex 1.3   | Ex 1.3        | 1             | 1                 | 1                     | 1                         |
| Ex 1.4   | Ex 1.4        | 1             | 1                 | 1                     | 1                         |
| Ex 1.5   | Ex 1.5        | 1             | 1                 | 1                     | 1                         |
| Ex 1.6   | Ex 1.6        | 1             | 1                 | 1                     | 1                         |
| Ex 1.7   | Ex 1.7        | 1             | 1                 | 1                     | 1                         |
| Ex 1.8   | Ex 1.8        | 1             | 1                 | 1                     | 1                         |
| Ex 1.9   | Ex 1.9        | 1             | 1                 | 1                     | 1                         |
| Ex 1.10  | Ex 1.10       | 1             | 1                 | 1                     | 1                         |
| Ex 1.11  | Ex 1.11       | 1             | 1                 | 1                     | 1                         |
| Ex 1.12  | Ex 1.12       | 1             | 1                 | 1                     | 1                         |
| Ex 1.13  | Ex 1.13       | 1             | 1                 | 1                     | 1                         |
| Ex 1.14  | Ex 1.14       | 1             | 1                 | 1                     | 1                         |
| Ex 1.15  | Ex 1.15       | 1             | 1                 | 1                     | 1                         |
| Ex 1.16  | Ex 1.16       | 1             | 1                 | 1                     | 1                         |
| Ex 1.17  | Ex 1.17       | 1             | 1                 | 1                     | 1                         |
| Ex 1.18  | Ex 1.18       | 1             | 1                 | 1                     | 1                         |
| Ex 1.19  | Ex 1.19       | 1             | 1                 | 1                     | 1                         |
| Ex 1.20  | Ex 1.20       | 1             | 1                 | 1                     | 1                         |
| Ex 1.21  | Ex 1.21       | 1             | 1                 | 1                     | 1                         |
| Ex 1.22  | Ex 1.22       | 1             | 1                 | 1                     | 1                         |
| Ex 1.23  | Ex 1.23       | 1             | 1                 | 1                     | 1                         |
| Ex 1.24  | Ex 1.24       | 1             | 1                 | 1                     | 1                         |
| Ex 1.25  | Ex 1.25       | 1             | 1                 | 1                     | 1                         |
| Ex 1.26  | Ex 1.26       | 1             | 1                 | 1                     | 1                         |
| Ex 1.27  | Ex 1.27       | 1             | 1                 | 1                     | 1                         |
| Ex 1.28  | Ex 1.28       | 1             | 1                 | 1                     | 1                         |
| Ex 1.29  | Ex 1.29       | 1             | 1                 | 1                     | 1                         |
| Ex 1.30  | Ex 1.30       | 1             | 1                 | 1                     | 1                         |
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| Ex 1.36  | Ex 1.36       | 1             | 1                 | 1                     | 1                         |
| Ex 1.37  | Ex 1.37       | 1             | 1                 | 1                     | 1                         |
| Ex 1.38  | Ex 1.38       | 1             | 1                 | 1                     | 1                         |
| Ex 1.39  | Ex 1.39       | 1             | 1                 | 1                     | 1                         |
| Ex 1.40  | Ex 1.40       | 1             | 1                 | 1                     | 1                         |
| Ex 1.41  | Ex 1.41       | 1             | 1                 | 1                     | 1                         |
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| Ex 1.47  | Ex 1.47       | 1             | 1                 | 1                     | 1                         |
| Ex 1.48  | Ex 1.48       | 1             | 1                 | 1                     | 1                         |
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| Ex 1.52  | Ex 1.52       | 1             | 1                 | 1                     | 1                         |
| Ex 1.53  | Ex 1.53       | 1             | 1                 | 1                     | 1                         |
| Ex 1.54  | Ex 1.54       | 1             | 1                 | 1                     | 1                         |



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10.

- Waller's case exposed the end of mortgage fraud  
 - 28.7% of all mortgages have been foreclosed upon (there have been over 12 million foreclosures in the US since 2007)
- New Jersey is #2 in foreclosures among US states
- HBO is #2 bank in the world with assets of \$2,320 billion
- Goldman Sachs is #2 bank in the world with assets of \$3.56 trillion  
 - \$29.6 billion is what Steven Paul Goldman asks for the offer (asked upon AOL's site - "30 Days or Die")
- Value of mortgage portfolio making HBO likely to exceed \$20 billion for sale: HBO sold only 37.2 billion in 2005 (Cromberg & Pittman's modeling)
- HBO left the US after underwriting billions in mortgages and facilitating foreclosures
- There are foreclosures pending that will allow HBO to take even more money out of the US

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1992-1993: 100% cost of living for 1 year, also

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$\mathbb{R}^n$  上のベクトル場  $X$  の  $\mathbb{R}^n$  上の積分曲線  $\gamma$  は、 $\gamma'(t) = X(\gamma(t))$  となる。ここで、 $\gamma(0) = x_0$  とし、 $\gamma(t) = x(t)$  と置く。このとき、 $x'(t) = X(x(t))$  となる。この微分方程式の解  $x(t)$  は、 $x(0) = x_0$  となる。このとき、 $x(t)$  は、 $x(0) = x_0$  となる。このとき、 $x(t)$  は、 $x(0) = x_0$  となる。

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- 1-15-1999 HSBC acquired (Ex-B-14: SEC filing) Marine Midland Bank (Ex-B-14: CNA 0000062346) HSBC USA INC (Ex-B-15: CNA 0000062346 & 1-2-1999 SEC filing)
- 2-17-1999 Enhanced Financial Services first SEC filing (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition)
- 7-27-1999 Republic National Bank initial SEC filing (Ex-B-17: CNA 0000115053) <http://www.sec.gov/about/forms/form10d.pdf>
- 12-31-1999 HSBC acquired Republic National Bank (Ex-B-18: CNA 00000083246) effective Jan. 3, 2000
- 11-1-2000 C-Base sells Lorton Loan (Ex-B-19: SEC filing 12-14-2001) to Residential Asset Funding Corporation (Ex-B-20: SEC filing). Lorton 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 Lorton Loan Servicing LP, as Servicer, dated November 1, 2000
- 11-1-2000 Radian acquires Enhanced Financial Services (Ex-B-21: PressRelease)
- 1-12-2001 SEC shows Lorton 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: CNA 0001038155 formerly: REMLOCK CAPITAL LLC first SEC filing)
- 12-27-2002 Goldman Sachs advised Radian on acquisition of Enhanced Financial Services (Ex-B-23: SEC filing)
- 1-22-2003 HSBC Bank formerly Republic National Bank HSBC BANK USA (Ex-B-24: CNA 0000115053 last SEC filing)
- 12-21-2004 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 Lorton Loan filed with SEC (Ex-B-26: filed with SEC)
- 8-25-2006 FREMONT HOME LOAN TRUST 2006-C (Subject) (Ex-B-27: CNA 0001173810: initial SEC filing by FREMONT MORTGAGE SECURITIES CORP (filed by) (Ex-B-27: CNA 0001099350)
- 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 Lorton Loan to Goldman Sachs (Ex-B-29: Article)
- 11-21-2007 SEC launches Probe of MGIC, Radian (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 Lorton Loan (Ex-B-32: Article or Article)
- 2007 One reason that Goldman Sachs may have bought Lorton Loan.  
 C-Base was among more than 100 mortgage lenders and investors forced to bid operations of FNM buyers in 2007, called the worst housing slump in 10 years. Its majority partners were MGIC Investment Corp. and Radian, the nation's No. 1 and No. 2 ranked mortgage lenders, respectively at (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)

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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.nytimes.com/2010/04/16/business/finance/16goldman.html>
- 6-22-2010: Larry Little 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) Plea bankruptcy (sle 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 UBS (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 \$8.3B settlement (Ex-B-45: Article)
- 11-10-2011: HSBC continues to dump billions in losses (Ex-B-32: 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)
- 7-23-2013: HSBC Bank USA, N.A. (Ex-B-49: CRRP 0001542152 (Ex-B-48: Form 101 First SEC filing date 7-23-13) \* (Affiliated with 77 HSBC established in Hong Kong, China in 1985) (Ex-B-2: Cited)
- 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: UBS sets aside \$180M for possible foreclosure settlements (Ex-B-51: Article)
- 9-1-2014: HSBC Culprits Recognized Worldwide (Ex-B-51: Article & Article)
- 12-13-14: Recount of in-and-out fraud (Ex-B-52: Article) -- A CHRONOLOGICAL & CONSEQUENCE OF DEFENDANT'S 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 \$206,000 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)
- 2/5/15: Witnesses will provide further collaboration. Witnesses were presented to the N. 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 Name   | Case Type                             | Case Status | Case Date | Case Location | Case Outcome |
|------------|---|---------------------------------------|-------------|-----------|---------------|--------------|
| 1-27-2010  | Litter Loan not favorably viewed by industry  | Article & Article & Article & Article |             |           |               |              |
| 4-16-2010  | SEC is charging Goldman Sachs with fraud over its structuring of CDOs   | Article                               |             |           |               |              |
| 6-22-2010  | Larry Little Jr., Litter Loan, claims 100,000 trial modifications   | Article: How many                     |             |           |               |              |
| 7-9-2010   | Legal Complaint alleges HSBC underwriting facilitates mortgage fraud  | Legal Complaint                       |             |           |               |              |
| 11-9-2010  | Goldman Sachs suspended evictions & foreclosures in some states   | article                               |             |           |               |              |
| 11-10-2010 | C. Dan (Credit Based Asset Servicing and Securitization LLC) Plea bankruptcy  | Article                               |             |           |               |              |
| 1-6&13-11  | Financial Firms' Errors Recognized by Many  | Article & Article                     |             |           |               |              |
| 4-6-2011   | Goldman Sachs sells Litter Loan to UBS  | Article                               |             |           |               |              |
| 9-1-2011   | Goldman Sachs Agreement with Federal Reserve intended to provide remediation to borrowers who suffered financial injury   | Article                               |             |           |               |              |
| 9-6-2011   | Goldman Sachs playing both sides of BofA \$8.3B settlement  | Article                               |             |           |               |              |
| 11-10-2011 | HSBC continues to dump billions in losses   | Article & Article & Article           |             |           |               |              |
| 8-2-2011   | HSBC lays off 10,000 U.S. employees: the number will rise as time goes on   | Article & Article & Article           |             |           |               |              |
| 8-7-2012   | Damages by HSBC recognized by people worldwide  | Article & Article                     |             |           |               |              |
| 5-17-2013  | HSBC lays off another 14,000 employees  | Article & Article & Article           |             |           |               |              |
| 7-23-2013  | HSBC Bank USA, N.A. (Ex-B-49: CRRP 0001542152 (Ex-B-48: Form 101 First SEC filing date 7-23-13) * (Affiliated with 77 HSBC established in Hong Kong, China in 1985) (Ex-B-2: Cited)   |                                       |             |           |               |              |
| 2-1-2014   | Plaintiff's Response to Character Assassination by Defendant's attorney   | Ex-B-49                               |             |           |               |              |
| 10-21-14   | HSBC Board Member charities protestors  | Article & Article                     |             |           |               |              |
| 10-30-2014 | UBS sets aside \$180M for possible foreclosure settlements  | Article                               |             |           |               |              |
| 9-1-2014   | HSBC Culprits Recognized Worldwide  | Article & Article                     |             |           |               |              |
| 12-13-14   | Recount of in-and-out fraud (Ex-B-52: Article) -- A CHRONOLOGICAL & CONSEQUENCE OF DEFENDANT'S 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 \$206,000 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)                                  |                                       |             |           |               |              |
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| 2/5/15     | Witnesses will provide further collaboration. Witnesses were presented to the N. 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) |                                       |             |           |               |              |



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Documents Submitted to US District Court of NJ in Nov. 2016

1\_ALL SUMMONS SERVED-AFFIDAVITS.pdf  
 1\_COMCAST-IDENTIFY THEFT ONLY Act-Redacted.pdf  
 1\_SUMMARY\_for Robert Rich.pdf  
 1\_US\_Case 2:16-cv-05301-ES-JAD Nov. 2016.pdf  
 ACT-Capabilities\_Statements.pdf  
 ACT-Inc. O&B-PROF-Report.pdf  
 ACT-Certificate-of-Incorp.pdf  
 ACT-Inc.-Capabilities-Statement-USA v15-DC NJ.pdf  
 ACT-Inc.-IT-Labor-Categories&Rates.pdf  
 ACT-Inc.-Master-Price-List-Comm-2-21-15.pdf  
 ACT-Inc.-MOBS-Labor-Categories&Rates.pdf  
 ACT-MOBS-BestPractices-O&B.pdf  
 ACT-Volume\_1-Technical-Attachments.pdf  
 ACT-Volume\_2-Price.pdf  
 Appeal-hearing\_23215-845- dictation-844 by COTIS .m4a1.wav  
 Appeal-NJ-redacted.pdf  
 Appeal-NJ-redacted.pdf  
 Appeal-NJ-redacted-PUBLIC.pdf  
 Appeal-NJ-shares.pdf  
 ARDEC-Solution-Overview.doc  
 ARDEC-SolutionOverview.pdf  
 Article-PowerPlayPimps.pdf  
 CADTRAIN-Invoice-3770.pdf  
 Capital\_One\_Highlights-for-SBA.pdf  
 CapOne-SETTLED-2877.pdf  
 CapOne-SETTLED-4857.pdf  
 Case-ID-401821314-Williams-Veronica-NOR.pdf  
 Case-2:16-cv-05301-MotionDefaultJudgment.docx  
 Case-2:16-cv-05301-MotionDefaultJudgment.pdf  
 Case-ID-401821314-WilliamsV-NOR.pdf  
 CaseNo-2:16-cv-05301-DefendantsServed.doc  
 CENSUS-us-state-totals-2012.xls  
 COURT-List-of-Filings-FOR-TRIAL.docx  
 COURT-List-of-Filings-FOR-TRIAL.pdf  
 COURT-Motion-to-Dismiss-Forfeiture-Docket-No-E15EX-1-000839-15-Aug-2016-SMA  
 COURT-MotionToDismiss-ESSEX-1-00475-13.pdf  
 COURT-Danbeaux-Withdraws-Notice-12-9-14.pdf  
 Dec-Submission-Cover-letter-12-20-16.doc  
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 Dec-Submission-Cover-letter-12-23-16.doc  
 Dec-Submission-Cover-letter-12-26-16.doc  
 Dec-Submission-Cover-letter-12-26-16-w-backup.doc  
 Danbeaux-Threatened-10-31-14-Redacted.pdf

| DOCKET | File Date | File Name | Folder or Category | Case Category | Docket Tab | Docket No. |
|--------|-----------|-----------|--------------------|---------------|------------|------------|
|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 6             |            |            |
|        |           | 15        | S                  | 6             |            |            |
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|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 7             |            |            |
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|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 6             |            |            |
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|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 6             |            |            |
|        |           | 15        | S                  | 6             |            |            |
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|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 7             |            |            |
|        |           | 15        | S                  | 6             |            |            |
|        |           | 15        | S                  | 6             |            |            |
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|        |           | 15        | S                  | 3             |            | 10         |
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|        |           | 15        | S                  | 2             |            |            |
|        |           | 15        | 1                  | 2             |            |            |



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| OHS-VOS with ACT-12-11-06.pdf   |        |           | 15       | 2          | 6            |         |        |
| DiscoverIT Presentation Agenda.pdf  |        |           | 15       | 5          | 6            |         |        |
| DiscoverIT Presentation Agenda.doc  |        |           | 15       | 5          | 6            |         |        |
| DiscoverIT Presentation Agenda.pdf  |        |           | 15       | 5          | 6            |         |        |
| DiscoverIT Training for Pilot/Trainer COACH-1-30-05.pdf                             |        |           | 15       | 5          | 6            |         |        |
| Eligibility Guidelines for Gaining Security Clearance - Military.pdf                |        |           | 15       | 1          | 6            |         |        |
| Extension to FEE Waive Fees IRS-NO ACT 2014-2015 S-S-06.pdf                         |        |           | 15       | 2          | 6            |         |        |
| FEMA Clearance Denial Info.pdf  |        |           | 15       | 1          | 1            |         |        |
| FEMA Federal Emergency Management Agency FOIA 2015-FEFO-00066 Response.pdf          |        |           | 15       | 2          | 2            |         |        |
| Financial Injury.xlsx   |        |           | 15       | 1          | 1            |         |        |
| Food Stamp letter 11-18-16-INCREASED.pdf  |        |           | 15       | 5          | 6            |         |        |
| Fremont Home Loan 2006 0001056404-07-001e72.pdf                                     |        |           | 15       | 2          | 1            |         |        |
| Fremont Home Loan 2006 0001056404-07-001e72.txt                                     |        |           | 15       | 2          | 1            |         |        |
| Fremont Home Loan Trust in Edgar.pdf  |        |           | 15       | 2          | 4            |         |        |
| Fremont Home Loan Trust in Edgar.xlsx   |        |           | 15       | 2          | 4            |         |        |
| From Seiden Stipl Ext Discovery Ad Trial Williams.pdf                               |        |           | 15       | 1          | 1            |         |        |
| Funding Guarantee.docx  |        |           | 15       | 1          | 6            |         |        |
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| GMR for GS-10F-0104P GSA Agency Answer-Denry Williams-ENCLOSURE-DIVISION 10-30      |        |           | 15       | 2          | 6            |         |        |
| GMR for GS-10F-0104P GSA Agency Answer-Denry Williams-Request ACT-Executive 10      |        |           | 15       | 2          | 6            |         |        |
| GSA 2016-000939-Veronica Williams Final Response letter dated 09/22/2016 FOIA NO pd |        |           | 15       | 2          | 6            |         |        |
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| GSA-FOIA-denied-itr.pdf   |        |           | 15       | 5          | 7            |         |        |
| GSA-Proposal-by SIN-IT.pdf  |        |           | 15       | 5          | 6            |         |        |
| GSA-Proposal-by SIN-IT.pdf  |        |           | 15       | 5          | 6            |         |        |
| GSA-Proposal-by SIN-MOBS.pdf  |        |           | 15       | 5          | 6            |         |        |
| HAMP Request 8-4-14.pdf   |        |           | 15       | 5          | 6            |         |        |
| How Does Debt Affect Military Security Clearances.pdf                               |        |           | 15       | 2          | 6            |         |        |
| How Does Debt Affect Military Security Clearances.pdf                               |        |           | 15       | 2          | 6            |         |        |
| HSBC Acquires US Banks.pdf  |        |           | 15       | 2          | 4            |         |        |
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| HSBC Interrogatories 11-6-13.pdf  |        |           | 15       | 2          | 7            |         |        |
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| IT Price List for Proposals 6-29-05 for FedCourt.Ltd                                |        |           | 15       | 2          | 6            |         |        |
| IT Price List for Proposals 6-29-05 ALL SHEETS.pdf                                  |        |           | 15       | 2          | 6            |         |        |
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| Medical Impact.doc  |        |           | 15       | 2          | 6            |         |        |
| Medical Impact.pdf  |        |           | 15       | 2          | 6            |         |        |
| Medical Impact.doc  |        |           | 15       | 2          | 6            |         |        |
| Mobility Impower Denial.pdf   |        |           | 15       | 5          | 7            |         |        |

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| MOBS-Price List for Proposals.xls   |        |           | 15       | 2                | 6             |           |         |
| MOBS-Schedule.pdf   |        |           | 15       | 2                | 6             |           |         |
| MotionToDismissForeclosure_ESSBX-F-000839-13.pdf  |        |           | 15       | 2                | 2             |           |         |
| MotionToRemstate_ESSBX-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             |           |         |
| Owen-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 I-VI.doc  |        |           | 15       | 5                | 6             |           |         |
| Proposal-Part I-VI SHARE.pdf  |        |           | 15       | 5                | 6             |           |         |
| Proposal-Part I-VI SHARE- NOT-REDACTED.pdf  |        |           | 15       | 5                | 6             |           |         |
| Proposal-Part I-VI 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-DENIES_LoanApp 1000219793.pdf   |        |           | 15       | 2                | 6             |           |         |
| Security_Clearance_faq.pdf  |        |           | 15       | 2                | 6             |           |         |
| SI-SS-Security-Clearance-Questions.pdf  |        |           | 15       | 2                | 6             |           |         |
| South-Orange-Health-Officer.pdf   |        |           | 15       | 5                | 7             |           |         |
| TSG-NAS2-DRS18-Prod-2015-03-1338083-12675472-99755456-v1.pdf  |        |           | 15       | 5                | 6             |           |         |
| TSG-NAS2-DRS19-Prod-2015-07-1338083-13291232-99755456-DENIED.pdf  |        |           | 15       | 5                | 6             |           |         |
| UNH-Complaint_4-27-16-Redacted.pdf  |        |           | 15       | 5                | 6             |           |         |
| UpdateDiscoverITTrainingforPlurality_1-10-06.pdf  |        |           | 15       | 5                | 6             |           |         |
| VW List of Speaking Engagements.pdf   |        |           | 15       | 5                | 7             |           |         |
| VW_CV.pdf   |        |           | 15       | 5                | 7             |           |         |
| VW_CV_Full_2016.doc   |        |           | 15       | 5                | 7             |           |         |
| VW_FINRA-Good-Standing-Letter-Vincent 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 Alliance-FULL-SUBMITTED.pdf   |        |           | 15       | 5                | 6             |           |         |
| VWilliams_CV_CEO Newark Alliance-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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|---|---------|----------|----------|-------------------|-------------------|-------------------|
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| Answer_OUR_8-9-13.pdf                                       |         |          |          | 1                 | 2                 |                   |
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| Appeal-of-Foreclosure-Stamped-1.pdf                         |         |          |          | 2                 | 2                 |                   |
| Appeal-of-Foreclosure-Stamped-2.pdf                         |         |          |          | 2                 | 2                 |                   |
| Assignment_Mtg_9-17-14.pdf                                  |         |          |          | 1                 | 2                 |                   |
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| Certification-of-Diligent-Inquiry&Accuracy.pdf              |         |          |          | 1                 | 2                 |                   |
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| 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-Fiduciary.pdf                                |         |          |          | 1                 | 2                 |                   |
| Certifications-of-Certified-Mail.pdf                        |         |          |          | 1                 | 2                 |                   |
| Certifications-Fiduciary-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&F-Process_8-24-13.pdf                              |         |          |          | 1                 | 2                 |                   |
| CMPost-S&F_10-3-13.pdf                                      |         |          |          | 1                 | 2                 |                   |
| CMPost-S&F_8-24-13.pdf                                      |         |          |          | 1                 | 2                 |                   |
| CMPost_8-13-13.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                 |                   |
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|--|----------|---------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| COURT List of Filings FOR TRIAL CURRENT.xlsx                           |          | JN            | TBD               | TBD               |                   |                   |                   |
| CURRENT COURT List of Filings FOR TRIAL.xlsx                           |          | JN            | TBD               | TBD               |                   |                   |                   |
| Dune Capital.docx  | 10       | JN            | 4                 | 2                 |                   |                   |                   |
| Equifax 2017-USDCNJ.pdf  | 10       | JN            | 2                 | 6                 |                   |                   |                   |
| Experian 2017-USDCNJ.pdf   | 10       | JN            | 2                 | 6                 |                   |                   |                   |
| TransUnion 2017-USDCNJ.pdf   | 10       | JN            | 2                 | 6                 |                   |                   |                   |
| Financial Injury MASTER 2017.xlsx                                      | 11       | JN            | 1                 | 6                 |                   |                   |                   |
| Financial Injury Size Standards Table 2017.xlsx                        | 11       | JN            |                   |                   |                   |                   |                   |
| Financial Injury Size Standards Table 2017.pdf                         | 11       | JN            |                   |                   |                   |                   |                   |
| Fremont-In-Edgar.docx  | 10       | JN            | 1                 | 6                 |                   |                   |                   |
| Innovis 2017-USDCNJ.pdf  | 10       | JN            | 2                 | 6                 |                   |                   |                   |
| Mortgage Creation File v3-slides DRAFT.pptx                            | 10       | JN            | 1                 | 1                 |                   |                   |                   |
| Mortgage History Ledger ALL.docx                                       | 10       | JN            | 1                 | 1                 |                   |                   |                   |
| Plaintiff Updates Financials   | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| COURT Complaint Comparison 8/11 & 4/5/11                               | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| Plaintiff Appealed Judge Mitterhoff Decision                           | 10       | JN            | 5                 | 2                 |                   |                   |                   |
| Plaintiff Appealed Foreclosure   | 10       | JN            | 5                 | 2                 |                   |                   |                   |
| Plaintiff Notified of NJ Hearing AFTER it Was Held                     | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| NJ Supreme Court Denied Plaintiff Due Process                          | 10       | JN            | 5                 | 2                 |                   |                   |                   |
| COURT US ALI HELP UPD 5-26-15  | 10       | JN            | 5                 | 2                 |                   |                   |                   |
| Appeal of Court Orders to NJ Superior Court                            | 10       | JN            | 5                 | 2                 |                   |                   |                   |
|  | 10       | JN            |                   |                   |                   |                   |                   |
| VW Marquis Lifetime Achievement Award.pdf                              | 10       | JN            | 5                 | 6                 |                   |                   |                   |
| VWilliams Financial Economics Operations Expertise.docx                | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| VWilliams Financial Economics Operations Expertise.pdf                 | 10       | JN            | 5                 | 7                 | mydownloadsv      |                   |                   |
| Williams Press Release MARQUIS LAA 2017.pdf                            | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| VW Employment History 1969 - 2017                                      | 10       | JN            | 5                 | 7                 |                   |                   |                   |
| VW online video  | 10       | JN            | 5                 | 5                 |                   |                   |                   |
|  |          |               |                   |                   |                   |                   |                   |
| Witnesses Board Defendants.docx  | 10       | JN            | 1                 | 1                 |                   |                   |                   |
| Witnesses Rule 26-Comply 1-12-18.xlsx                                  | 10       | JN            | 1                 | 1                 |                   |                   |                   |
|  |          | JN            |                   |                   |                   |                   |                   |
| 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. 16-56-00000 |          | JN            | 4                 | 7                 |                   |                   |                   |
|  |          | JN            |                   |                   |                   |                   |                   |
| DPO Vendor Outreach notes added 10/16/17 (page 1 of 1)                 | 10       | JN            | 6                 | 2                 |                   |                   |                   |
|  |          |               |                   |                   |                   |                   |                   |
| GSA Settlement   | 10       | JN            | 1                 | 1                 |                   |                   |                   |
|  |          | JN            |                   |                   |                   |                   |                   |
| ADD COUNT: False Inducement to Action                                  | 10       | JN            | 1                 | 1                 |                   |                   |                   |
|  |          |               |                   |                   |                   |                   |                   |
|  |          |               |                   |                   |                   |                   |                   |
| VW Sought Mediation  |          | JN            | 5                 | 7                 |                   |                   |                   |
| PROVE THIS   |          |               |                   |                   |                   |                   |                   |
| IMPORTANT TO SHOW  |          |               |                   |                   |                   |                   |                   |
| KEY DOCUMENT   |          |               |                   |                   |                   |                   |                   |



**From Master File with 14 Indices -- Added after Feb. 9, 2018**

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**ATTACHMENT VII****CASE SUMMARIES**

**Plaintiff will prepare a consolidated summary during discovery**

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

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.

<sup>102</sup> 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.<sup>103</sup> 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

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<sup>103</sup> 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 upon<sup>104</sup>. 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!

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<sup>104</sup> 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 \$20M<sup>105</sup>. 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 HAMP<sup>106</sup> 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 approved<sup>107</sup>. 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 Sachs<sup>108</sup>. They assured me that their bad reputation was behind them because Goldman Sachs *ensured they would deliver*<sup>109</sup>. 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.

<sup>105</sup> 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](http://www.fifix.org/proof/ADDL/Proposal-Part%20II%20v4_SHARE.pdf)

<sup>106</sup> 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>

<sup>107</sup> 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).

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

<sup>109</sup> Ibid.

I proceeded, doing everything that Litton Loan required<sup>110</sup>. Despite many verbal and even a written assurance<sup>111</sup>, 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 everything<sup>112</sup>

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*<sup>113</sup> to stop me from obtaining credit necessary to effectively run my business. Experian affirmatively confirmed<sup>114</sup> in January 2018 that Ocwen *will not* be removed from my credit report.

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<sup>110</sup> Ibid footnote #103 REF.

<sup>111</sup> Ibid footnote #103 REF.

<sup>112</sup> Ibid footnote #103 REF.

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

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



**CHAIN OF FRAUD IN 1<sup>st</sup> 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 #11<sup>115</sup>. 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.

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<sup>115</sup> 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*<sup>116</sup> (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

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<sup>116</sup> See USDCNJ Filing #37 or OL & pp.3640 – 3647 of <http://www.fifix.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-000839-13<sup>117</sup> and L-004753-13<sup>118</sup>. 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.

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

<sup>118</sup> 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.fifix.org/COURT\\_List-of-Filings.docx](http://www.fifix.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](http://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 3<sup>rd</sup> 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.

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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.fifix.org/COURT\\_List-of-Filings.docx](http://www.fifix.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](http://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](mailto: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 attorney<sup>119</sup> who signed the fraudulent mortgage was charged with theft by deception<sup>120</sup> and was disciplined by a State of New Jersey licensing authority<sup>121</sup> after taking a victim's home in Jersey City. "The New Jersey Office of Attorney Ethics found Danny guilty of the following misconduct"<sup>122</sup>. 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.

<sup>119</sup> Decision by the SUPREME COURT OF NEW JERSEY, Disciplinary Review Board Docket No. DRB 14-273, District Docket No. XIV-2013-0359E, [http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document\\_id=1059667](http://drblookupportal.judiciary.state.nj.us/DocumentHandler.ashx?document_id=1059667)

<sup>120</sup> Jersey City Journal, by Ron Zeitlinger Jan. 15, 2008  
[http://www.nj.com/hudson/index.ssf/2008/01/not\\_again\\_disbarred\\_lawyer\\_acc.html](http://www.nj.com/hudson/index.ssf/2008/01/not_again_disbarred_lawyer_acc.html)

<sup>121</sup> 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.

<sup>122</sup> 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. 212<sup>th</sup> 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 11<sup>th</sup>), she began calling Litton representatives designated to work on her account after 30 days. Williams was told that Litton was still waiting for the Presidential Program to be released and she should not worry. As time went by, Williams expressed her concern over continuing payments that were almost triple what she would pay under the Presidential Program. On April 9, 2009, Nick Valdecaras of Litton Loan advised Williams that she should suspend payments until the modification was completed. One representative told Williams that if the Presidential Program was not released by June, Litton would offer a comparable modification program. She was assured that she would receive a lower interest rate and payment, allowing her to resume payments that fit into her revised budget. To her chagrin, Ms. Williams learned on August 1, 2009 that Litton's modification included rates and terms that were not very different than her existing mortgage. To make matters worse, she was served on July 27, 2009, placing her in jeopardy of losing her home.

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



**CASCADING, EXPLOSIVE DAMAGES**

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

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

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

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

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

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

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

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

## DENIED DUE PROCESS IN NJ

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

From 2013 through 2016, the NJ Court held hearings without my knowledge. This continued the pattern on denying Williams due process for a complaint that was filed and designated a trial by jury (see **ESSEX-L-004753-13**, [http://www.fifix.org/proof/VWDS/VW\\_vs\\_GS-et-al\\_To\\_Court-CIS\\_and\\_Complaint.pdf](http://www.fifix.org/proof/VWDS/VW_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

|                            |           |   |
|----------------------------|-----------|---|
| <b>FINANCIAL<br/>FRAUD</b> | <b>By</b> | <ul style="list-style-type: none"> <li>● In and Out Mortgage Fraud</li> </ul> |
|                            |           | <ul style="list-style-type: none"> <li>● Bait &amp; Switch Tactics</li> </ul> |
|                            |           | <ul style="list-style-type: none"> <li>● Predatory Underwriting</li> </ul>    |

**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                   |
|----------------------|----------------------------|--|--|---------------------------|
| <b>HSBC</b>          | 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<br>P. 17 of <u>Proof Hearing</u><br>10% of Assets Article                     | Will Be Provided at Trial |
| <b>Goldman Sachs</b> | 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><br><u>Sold to Ocwen Spreadsheet</u>                            | Will Be Provided at Trial |
| <b>Ocwen</b>         | 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><br><u>Selling \$45B mortgage rights 3/17/15</u> | Will Be Provided at Trial |
| <b>Fremont</b>       | N                          | Sold mortgages after US DOJ told them to stop. Recorded mortgages with inflated principal amounts, then sold them off.                   | Spreadsheet<br>Article   | Will Be Provided at Trial |
| <b>Litton Loan</b>   | N                          | Confirmed mortgages modifications, took money, failed to record payments received, <i>then foreclosed</i>                                | P. 17 of <u>Proof Hearing</u><br>Oct 29 letter<br>Checks<br>Deposition                       | Will Be Provided at Trial |

### SOURCES OF INFO

Discovery and Proof Hearing Motion filed with the Superior Court of New Jersey, 1,136 page document submitted to DOJ with hyperlinked TOC [http://www.finfix.org/UPDATE\\_5-29-15.pdf](http://www.finfix.org/UPDATE_5-29-15.pdf)  
Download April 8, 2015 letter to US Attorney General requesting investigation [www.FinFix.org/USAG415.doc](http://www.FinFix.org/USAG415.doc).  
Forbes article about size of bank mortgage portfolios <http://onforb.es/1INddru>

UNITED STATES DISTRICT COURT

## APPENDIX E

### CONSTITUTIONAL & STATUTORY & OTHER PROVISIONS

In addition to brazenly violating Federal Banking rules, these Defendants have broken several Federal laws. Over 23 rules in the Code of Federal Regulations were broken (see Table of Authorities).

#### 15 U.S.C. § 1692

##### (a) ABUSIVE PRACTICES

There is abundant evidence of the [use](#) of abusive, deceptive, and unfair [debt](#) collection practices by many [debt](#) collectors. Abusive [debt](#) collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

##### (b) INADEQUACY OF LAWS

Existing laws and procedures for redressing these injuries are inadequate to protect [consumers](#).

[VIEW](#)

#### 18 U.S.C. § 1007

18 U.S. Code § 1007. Federal Deposit Insurance Corporation transactions

Whoever, for the purpose of influencing in any way the action of the Federal Deposit Insurance Corporation, knowingly makes or invites reliance on a false, forged, or counterfeit [statement](#), document, or thing shall be fined not more than \$1,000,000 or imprisoned not more than 30 years, or both.

[VIEW](#)

### Restatement of Federal Torts Act<sup>43</sup>

4. Restatement of Torts (Second), sec 525: "One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or *to refrain from action* in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation."

5. Restatement of Torts (Second), sec 551(1): "One who fails to disclose to another a fact that he knows may justifiably induce the other to act *or refrain from acting* in a business transaction is subject to the same liability to the other as though he had represented the nonexistence of the matter that he has failed to disclose...."

6. Restatement of Torts (Second), sec 531: "One who makes a fraudulent misrepresentation is subject to liability to the persons or class of persons whom he intends or has reason to expect to act or *to refrain from action* in reliance upon the misrepresentation, for pecuniary loss suffered by them through their justifiable reliance in the type of transaction in which he intends or has reason to expect their conduct to be influenced."

### VIEW

### 18 U.S.C. § 1962

18 U.S. Code § 1962. Prohibited activities

(a) It shall be unlawful for any **person** who has received any income derived, directly or indirectly, from a pattern of **racketeering activity** or through collection of an **unlawful debt** in which such **person** has participated as a principal within the meaning of section 2, title 18, United **States** Code,

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<sup>43</sup> See Claim filed by Petitioner with U.S. District Court o New Jersey, Count VII p. 14 - 15 [http://finfix.org/Federal-Complaint-Amended-2018\\_Case\\_2-16-cv-05301.pdf](http://finfix.org/Federal-Complaint-Amended-2018_Case_2-16-cv-05301.pdf)



to use or invest, directly or indirectly, any part of such income, or the [proceeds](#) of such income, in acquisition of any interest in, or the establishment or operation of, any [enterprise](#) which is engaged in, or the activities of which affect, interstate or [foreign commerce](#). ... ..

**(b)** It shall be unlawful for any [person](#) through a pattern of [racketeering activity](#) or through collection of an [unlawful debt](#) to acquire or maintain, directly or indirectly, any interest in or control of any [enterprise](#) which is engaged in, or the activities of which affect, interstate or [foreign commerce](#).

**(c)** It shall be unlawful for any [person](#) employed by or associated with any [enterprise](#) engaged in, or the activities of which affect, interstate or [foreign commerce](#), to conduct or participate, directly or indirectly, in the conduct of such [enterprise](#)'s affairs through a pattern of [racketeering activity](#) or collection of [unlawful debt](#).

[VIEW](#)

### **FDIC Statement of Policy 5000 ([link](#))**

#### **FDIC STATEMENT OF POLICY ON THE APPLICABILITY OF THE GLASS-STEAGALL ACT TO SECURITIES ACTIVITIES OF SUBSIDIARIES OF INSURED NONMEMBER BANKS**

[1](#)

This statement of policy addresses the applicability of the Glass-Steagall Act to securities activities of subsidiaries of insured nonmember banks. It is not intended to address any other issues that may be raised by such activities.

Although the Supreme Court in *Board of Governors v. ICI* did not consider section 21 in the context of a bank and its subsidiary, we are of the opinion that the Court's conclusion regarding section 21 and holding company affiliates is equally applicable in this instance. Thus, the FDIC does not believe that it would be warranted in extending the reach of the prohibitions of section 21 of the Glass-Steagall Act to *bona fide* subsidiaries of insured nonmember banks. The FDIC intends, however, to **continue to monitor closely developments related to the securities activities of bank subsidiaries.**

By Order of the Board of Directors, August 23, 1982.

[VIEW](#)

### FDIC Statement of Policy 8000 ([link](#))

#### § 5321. Civil penalties

(a)(1) A domestic financial institution or nonfinancial trade or business, and a partner, director, officer, or employee of a domestic financial institution or nonfinancial trade or business, willfully violating this subchapter or a regulation prescribed or order issued under this subchapter (except [sections 5314](#) and [5315](#) of this title or a regulation prescribed under sections 5314 and 5315), or **willfully violating a regulation** prescribed under section 21 of the Federal Deposit Insurance Act or section 123 of Public Law 91--508 is liable to the United States Government for a civil penalty of not more than the greater of the amount (not to exceed \$100,000) involved in the transaction (if any) or \$25,000. For a violation of section 5318(a)(2) of this title or a regulation prescribed under section 5318(a)(2), a separate

violation occurs for each day the violation continues and at each office, branch, or place of business at which a violation occurs or continues.

[VIEW](#)

#### 12 C.F.R. § 340.4

#### § 340.4 Restrictions on the sale of assets by the FDIC regardless of the method of financing

(a) A [person](#) may not acquire any assets of a [failed institution](#) from the FDIC if the [person](#) or its associated person:

(3) [Has demonstrated a pattern or practice of defalcation](#) regarding [obligations](#) to any [failed institution](#);

(5) Would be prohibited from purchasing the assets of a covered financial company from the FDIC under [12 U.S.C. 5390\(r\)](#) or its implementing regulation at [12 CFR part 380](#).13.

(c) For purposes of [paragraph \(a\)](#) of this section, a [person](#) or its associated [person](#) [has demonstrated a “pattern or practice of defalcation”](#) regarding [obligations](#) to a [failed institution](#) if the [person](#) or associated [person](#) has:

(1) [Engaged in more than one transaction that created an obligation on the part of such person or its associated person with intent to cause a loss](#) to any insured depository institution or with reckless disregard for whether such transactions would cause a loss to any such insured depository institution; and

[VIEW](#)

### 12 C.F.R. § 1024.14

12 CFR § 1024.14 - Prohibition against kickbacks and unearned fees.

#### **§ 1024.14 Prohibition against kickbacks and unearned fees.**

*(g) Fees, salaries, compensation, or other payments.*

(1) Section 8 of RESPA permits:

(2) The Bureau may investigate high prices to see if they are the result of a referral fee or a split of a fee. If the payment of a thing of value bears no reasonable relationship to the market value of the goods or services provided, then the excess is not for services or goods actually performed or provided. These facts may be used as evidence of a violation of section 8 and may serve as a basis for a RESPA investigation. High prices standing alone are not proof of a RESPA violation. The value of a referral (*i.e.*, the value of any additional business obtained thereby) is not to be taken into account in determining whether the payment exceeds the reasonable value of such goods, facilities or services. The fact that the transfer of the thing of value does not result in an increase in any charge made by the person giving the thing of value is irrelevant in determining whether the act is prohibited.

[VIEW](#)

### 12 C.F.R. § 1026.34

12 CFR § 1026.34 - Prohibited acts or practices in connection with high-cost mortgages.

#### **§ 1026.34 Prohibited acts or practices in connection with high-cost mortgages.**

***(a) Prohibited acts or practices for high-cost mortgages -***

***(3) Refinancings within one-year period.*** Within one year of having extended a high-cost mortgage, a creditor shall not refinance any high-cost mortgage to the same consumer into another high-cost mortgage, unless the refinancing is in the consumer's interest. An assignee holding or servicing a high-cost mortgage shall not, for the remainder of the one-year period following the date of origination of the credit, refinance any high-cost mortgage to the same consumer into another high-cost mortgage, unless the refinancing is in the consumer's interest. A creditor (or assignee) is prohibited from engaging in acts or practices to evade this provision, including a pattern or practice of arranging for the refinancing of its own loans by affiliated or unaffiliated creditors.

***(5) Pre-loan counseling -***

***(i) Certification of counseling required.*** A creditor shall not extend a high-cost mortgage to a consumer unless the creditor receives written certification that the consumer has obtained counseling on the advisability of the mortgage from a counselor that is approved to provide such counseling by the Secretary of the U.S. Department of Housing and Urban Development or, if permitted by the Secretary, by a State housing finance authority.

**[VIEW](#)**

**12 C.F.R. § 1026.39**

12 CFR § 1026.39 - Mortgage transfer disclosures.

***(a) Scope.*** The disclosure requirements of this section apply

to any covered [person](#) except as otherwise provided in this section. For purposes of this section:

(1) A “**covered person**” means any [person](#), as defined in [§ 1026.2\(a\)\(22\)](#), that becomes the owner of an existing mortgage loan by acquiring legal title to the [debt obligation](#), whether through a [purchase](#), assignment or other transfer, and who acquires more than one mortgage loan in any twelve-month period. For purposes of this section, a servicer of a mortgage loan shall not be treated as the owner of the [obligation](#) if the servicer holds title to the loan, or title is assigned to the servicer, solely for the administrative convenience of the servicer in servicing the [obligation](#).

(2) A “**mortgage loan**” means:

(i) An open-end [consumer](#) credit transaction that is secured by the principal [dwelling](#) of a [consumer](#); and

(ii) A closed-end [consumer](#) credit transaction secured by a [dwelling](#) or real property.

(b) **Disclosure required.** Except as provided in [paragraph \(c\)](#) of this section, each covered [person](#) is subject to the [requirements](#) of this section and shall mail or deliver the disclosures required by this section to the [consumer](#) on or before the 30th calendar day following the date of transfer.

(d) **Content of required disclosures.** The disclosures required by this section shall identify the mortgage loan that was sold, assigned or otherwise transferred, and [state](#) the following, except that the information required by [paragraph \(d\)\(5\)](#) of this section shall be [stated](#) only for a mortgage loan that is a closed-end [consumer](#) credit transaction secured by a [dwelling](#) or real property other than a reverse mortgage transaction subject to [§ 1026.33](#) of this part:

(1) The name, address, and telephone number of the



covered [person](#).

(i) If a single disclosure is provided on behalf of more than one covered [person](#), the information required by this paragraph shall be provided for each of them unless [paragraph \(d\)\(1\)\(ii\)](#) of this section applies.

(ii) If a single disclosure is provided on behalf of more than one covered [person](#) and one of them has been authorized in accordance with [paragraph \(d\)\(3\)](#) of this section to receive the [consumer](#)'s notice of the right to rescind and resolve issues concerning the [consumer](#)'s payments on the loan, the information required by [paragraph \(d\)\(1\)](#) of this section may be provided only for that covered [person](#).

(2) The date of transfer.

(3) The name, address and telephone number of an agent or party authorized to receive notice of the right to rescind and resolve issues concerning the [consumer](#)'s payments on the loan. However, no information is required to be provided under this paragraph if the [consumer](#) can use the information provided under [paragraph \(d\)\(1\)](#) of this section for these purposes.

(4) Where transfer of ownership of the [debt](#) to the covered [person](#) is or may be [recorded](#) in public [records](#), or, alternatively, that the transfer of ownership has not been [recorded](#) in public [records](#) at the time the disclosure is provided.

[VIEW](#)

### **Ocwen \$2.1B Federal & State settlement,**

CFPB, State Authorities Order Ocwen to Provide \$2 Billion in Relief to Homeowners for Servicing Wrongs

DEC 19, 2013

<https://www.consumerfinance.gov/about-us/newsroom/cfpb-state-authorities-order-ocwen-to-provide-2-billion-in-relief-to-homeowners-for-servicing-wrongs/>

*Largest Nonbank Servicer Will Also Refund \$125 Million to Foreclosure Victims and Adhere to Significant New Homeowner Protections*

**WASHINGTON, D.C.** — Today, the Consumer Financial Protection Bureau (CFPB), authorities in 49 states, and the District of Columbia filed a proposed court order requiring the country's largest nonbank mortgage loan servicer, Ocwen Financial Corporation, and its subsidiary, Ocwen Loan Servicing, to provide \$2 billion in principal reduction to underwater borrowers. The consent order addresses Ocwen's systemic misconduct at every stage of the mortgage servicing process. Ocwen must also refund \$125 million to the nearly 185,000 borrowers who have already been foreclosed upon and it must adhere to significant new homeowner protections.

"Deceptions and shortcuts in mortgage servicing will not be tolerated," said CFPB Director Richard Cordray. "Ocwen took advantage of borrowers at every stage of the process. Today's action sends a clear message that we will be vigilant about making sure that consumers are treated with the respect, dignity, and fairness they deserve."

**The proposed Ocwen Consent Order is available**

**[SIGNED 12/12/13]**

at: [https://files.consumerfinance.gov/f/201312\\_cfpb\\_consent-order\\_ocwen.pdf](https://files.consumerfinance.gov/f/201312_cfpb_consent-order_ocwen.pdf)

### Borrowers Pushed into Foreclosure by Servicing Errors

The CFPB and its partner states believe that Ocwen was engaged in significant and systemic misconduct that occurred at every stage of the mortgage servicing process. According to the complaint filed in the federal district court in the District of Columbia, Ocwen's violations of consumer financial protections put thousands of people across the country at risk of losing their homes. Specifically, the complaint says that Ocwen:

- **Took advantage of homeowners with servicing shortcuts and unauthorized fees:** Customers relied on Ocwen to, among other things, treat them fairly, give them accurate information, and appropriately charge for services. According to the complaint, Ocwen violated the law in a number of ways, including:
- **Engaged in illegal foreclosure practices:** One of the most important jobs of a mortgage servicer is managing the foreclosure process. But Ocwen mishandled foreclosures and provided consumers with false information. Specifically, Ocwen is accused of:
  - Providing false or misleading information to consumers about the status of foreclosure proceedings where the borrower was in good faith actively pursuing a loss mitigation alternative also offered by Ocwen; and
  - Robo-signing foreclosure documents, including preparing, executing, notarizing, and filing affidavits in foreclosure proceedings with courts and government agencies without verifying the information.
- **Provide \$2 billion in relief to underwater borrowers:** Over a three-year period, Ocwen must complete sustainable loan modifications that result in principal

reductions totaling \$2 billion. For loan modification options, eligible borrowers may be contacted directly by Ocwen. Or borrowers may contact Ocwen to obtain more information about specific loan modification programs and to find out whether they may be impacted by this settlement. Ocwen can be reached at 1-800-337-6695 or [ConsumerRelief@Ocwen.com](mailto:ConsumerRelief@Ocwen.com). If Ocwen fails to meet this commitment, it must pay a cash penalty in the amount of any shortfall to the CFPB and the states.

- **Provide \$125 million in refunds to foreclosure victims:** Ocwen must refund \$125 million to consumers whose loans were being serviced by Ocwen, Homeward Residential Holdings, or Litton Loan Servicing, and who lost their homes to foreclosure between Jan. 1, 2009 and Dec. 31, 2012. All eligible consumers who submit valid claims will receive an equal share of the \$125 million. Borrowers who receive payments will not have to release any claims and will be free to seek additional relief in the courts. Ocwen will also pay \$2.3 million to administer the refund process. Eligible consumers can expect to hear from the settlement administrator about potential payments.
- **Stop robo-signing official documents:** Ocwen must ensure that facts asserted in its documents about borrowers' loans used in foreclosure and bankruptcy proceedings are accurate and supported by reliable evidence. Affidavits and sworn statements must be based on personal knowledge.
- **Adhere to significant new homeowner protections:** Ocwen must change the way it services mortgages to ensure that borrowers are protected from the illegal behavior that puts them in danger of losing their homes. To ensure this, the CFPB and the states are

proposing that Ocwen follow the servicing standards set up by the 2012 National Mortgage Settlement with the five largest banks. Because of Ocwen's track record of problems handling the large volume of mortgage servicing rights it has quickly acquired in recent years, Ocwen is also being ordered to adhere to additional consumer protections, including how it manages transferred loans. Among other things, Ocwen must:

- o **Properly process pending requests:** For loans that are transferred to Ocwen, the company must determine the status of in-process loss mitigation requests pending within 60 days of transfer. Until then, Ocwen cannot start, refer to, or proceed with foreclosure.
- o **Restrict servicing fees:** All servicing fees must be reasonable, bona fide, and disclosed in detail to borrowers. For example, Ocwen cannot collect any late fees if a loan modification application is under review or if the borrower is making timely trial modification payments.

The complaint is not a finding or ruling that the defendants have actually violated the law. The proposed federal court order will have the full force of law only when signed by the presiding judge.

The Ocwen consent judgment entered by the court can be found

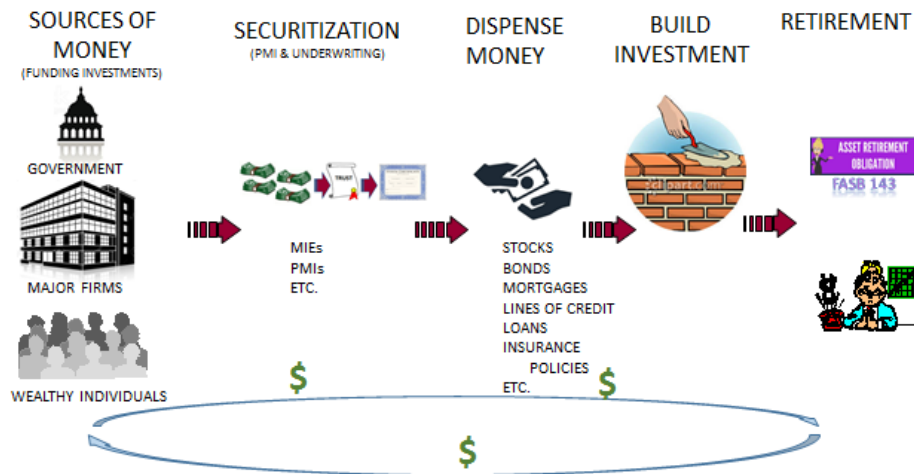
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U.S. District Court for the District of Columbia 13-cv-2025 (RMC)

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## APPENDIX F

### The Flow of Financing



**Vulnerabilities in the flow of financing provide openings for fraud.**

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This diagram, created by the Petitioner, is based on her 55+ years of experience and education in finance and banking.



# VERONICA A. WILLIAMS

## Highlights of Financial & Advisory Expertise



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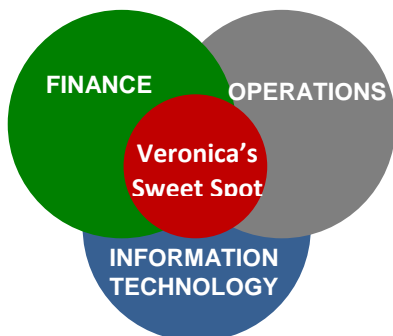
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**Veronica A. Williams** is a recognized authority on business and technology. She *cut her teeth* early on creating solutions to complex banking and financial problems. Her expertise flourished as she focused on the financial services industry for leading telecommunications and computing companies. Her education and experience in finance, economics and operations spans decades:

- Elevated in [1974](#) – 77 as employee at U.S. Department of Agriculture's Economics Research Service (Other Interning began 1971)
- Formalized in 1973 – 77 as student at Brandeis University
- Received MBA (Finance & Econ) Degree in 1979 from Northwestern University's Kellogg Grad School of Mgmt.
- Achieved Expertise at enterprise corporations 1979 – 1995 by delivering financial and operational custom solutions to money center banks, accounting firms and major firms.
- Served on 3 Corporate [Board of Directors](#)
- Expertise Validated:
  - 1995 Industry Analyst and Author
  - 2009 vetted and appointed as [FINRA Arbitrator](#)
  - 2014 [MBA International Competition Judge](#)
  - 2017 named [Marquis Lifetime Achievement](#) awardee elevated to a FINRA Arbitrator Chairperson

Ms. Williams is a graduate of Brandeis University with a B.A. degree in economics; she received an MBA in finance and economics from the J.L. Kellogg Graduate School of Management at Northwestern University. She is a candidate for a Doctorate of Business Administration degree. Williams has studied in the US and Europe. With global awareness, Ms. Williams has consulted, served as an Advisor, and led major initiatives.

For additional information visit [www.VeronicaWilliams.com](http://www.VeronicaWilliams.com).