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**DENBEAUX  
& DENBEAUX**  
ATTORNEYS AT LAW

Marcia W. Denbeaux\*  
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Of Counsel  
Mark P. Denbeaux\*  
\*Admitted in NJ and NY

June 7, 2013

*Sent Via New Jersey Lawyers Service*

Clerk, Superior Court of New Jersey  
Law Division  
Veteran's Courthouse  
50 W. Market Street  
Newark, New Jersey 07102

Re: Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, Freemont Home  
Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C; Goldman Sachs;  
Ocwen, Stern & Eisenberg, PC Powers Kim, LLC

Dear Sir/Madam:

This firm represents the Plaintiff Veronica Williams in the above-referenced matter.

Enclosed for filing, please find an original and one copy of the Plaintiff's Case  
Information Statement and Complaint. Kindly file the documents, returning a filed copy  
to this office in the envelope provided.

This firm's check in the amount of \$200.00 is also enclosed.

Thank you.

Very truly yours,

DENBEAUX & DENBEAUX



Joshua W. Denbeaux

JWD:am

cc: Veronica Williams

Enclosures

**NEW JERSEY LAWYERS SERVICE**  
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366 KINDERKAMACK ROAD  
WESTWOOD, NJ 07675-1675



**RECIPIENT**

Clerk, Superior Court of New Jersey  
Law Division  
50 W MARKET ST  
Room 131 NCB  
Newark, NJ 07102-1607

**01**

**SIGNATURE REQUIRED**

**BILLING REFERENCE**  
Reference No: williams

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**Account No: 1679A**

**TRACKING # 17399371**

**FROM**

DENBEAUX & DENBEAUX  
Denbeaux & Denbeaux  
366 KINDERKAMACK ROAD  
WESTWOOD, NJ 07675-1675

**BILLING REFERENCE**

Reference No: williams  
Case Name: Williams



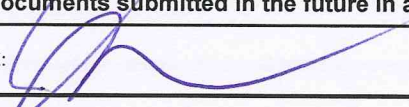
**SHIP TO**

Law Division  
Clerk, Superior Court of New Jersey  
50 W MARKET ST  
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Newark, NJ 07102-1607

**ITEM DESCRIPTION**

file complaint

**Appendix XII-B1**

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b>	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,                  if information above the black bar is not completed                  or attorney's signature is not affixed</b>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	CHG/CK NO.
			AMOUNT:	OVERPAYMENT:
			BATCH NUMBER:	
ATTORNEY / PRO SE NAME Joshua W. Denbeaux		TELEPHONE NUMBER (201) 664-8855	COUNTY OF VENUE Essex	
FIRM NAME (if applicable) Denbeaux & Denbeaux		DOCKET NUMBER (when available)		
OFFICE ADDRESS 366 Kinderkamack Road Westwood, NJ 07675		DOCUMENT TYPE Complaint		
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Veronica Williams, Plaintiff		CAPTION Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, Freemont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C; Goldman Sachs; Ocwen, Stern & Eisenberg, PC Powers Kirn, LLC		
CASE TYPE NUMBER (See reverse side for listing) 599		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS F-000839-13		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: 				



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

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

**Track I - 150 days' discovery**

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

**Track II - 300 days' discovery**

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

**Track III - 450 days' discovery**

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

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

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

**Centrally Managed Litigation (Track IV)**

- |  |   |
|--|---|
| 285 STRYKER TRIDENT HIP IMPLANTS           | 291 PELVIC MESH/GYNECARE                |
| 288 PRUDENTIAL TORT LITIGATION             | 292 PELVIC MESH/BARD                    |
| 289 REGLAN                                 | 293 DEPUY ASR HIP IMPLANT LITIGATION    |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
|  | 623 PROPECIA                            |

**Mass Tort (Track IV)**

- |                                       |  |
|---------------------------------------|--|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE/ISOTRETINOIN             | 282 FOSAMAX                            |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 284 NUVARING                           |
| 278 ZOMETA/AREIDIA                    | 286 LEVAQUIN                           |
| 279 GADOLINIUM                        | 287 YAZ/YASMIN/OCELLA                  |
|                                       | 601 ASBESTOS                           |

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

Please check off each applicable category  Putative Class Action  Title 59

Joshua Denbeaux  
Denbeaux & Denbeaux  
366 Kinderkamack Road  
Westwood, New Jersey 07675  
(201) 664-8855 / Fax: (201) 666-8589  
*Counsel for Plaintiff Veronica Williams*

VERONICA WILLIAMS,

Plaintiff

v.

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

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY

DOCKET No.: ESX-L-

COMPLAINT AND JURY DEMAND

I, Veronica Williams, of full age, hereby counter-complain of Plaintiffs as follows:

**JURISDICTION AND VENUE**

1. The New Jersey Superior Court has jurisdiction over this matter as the property in question is located in the City of South Orange, County of Essex and State of New Jersey, because the Defendant resides in the State of New Jersey, because Plaintiff transacts business within the State of New Jersey and because all causes of action arose from conduct undertaken within the State of New Jersey.
2. Venue is appropriately laid in the Essex Viciniage because the Defendant resides in the County of Essex and Plaintiff conducts business within the County of Essex.

## PARTIES

3. Veronica Williams is the Plaintiff in this matter. She resides in her home at 541 Scotland Road, South Orange, New Jersey, which she refinanced on or about March 31, 2006.
4. Defendant Litton Loan Servicing was the lender who serviced Defendant's refinanced mortgage on her residence immediately after closing the refinance loan.
5. Defendant HSBC Bank USA, N.A. is the Trustee for Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-28279-09, to have acquired the loan via assignment on or about September 1, 2006.
6. Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates, Series 2006-C was the entity who alleged in its Complaint filed January 9, 2013, under docket F-839-13, to have acquired the loan via assignment on or about September 1, 2006.
7. Defendant Goldman Sachs acquired ownership of Defendant Litton Loan Servicing in or about December 2007.
8. Defendant Ocwen acquired Litton Loan Servicing from Goldman Sachs on or about September 2011.
9. Defendant Powers & Kirn LLC is the law firm that previously represented HSBC Bank USA, N.A. as Trustee under the Pooling and Servicing Agreement dated as of September 1, 2006, Fremont Home Loan Trust 2006-C in its second effort to wrongfully foreclose on Plaintiff's home and wrongfully collect a debt.
10. Defendant Stern & Eisenberg PC, LLC is the law firm that now represents represented HSBC Bank USA, N.A. as Trustee under the Pooling and Servicing Agreement dated as of

September 1, 2006, Fremont Home Loan Trust 2006-C in its second effort to wrongfully foreclose on Plaintiff's home and wrongfully collect a debt.

**ALLEGATIONS COMMON TO ALL COUNTS**

***The Loan Workout Plan Breach***

11. Plaintiff Veronica Williams is the president of Absolute Computer Technologies (ACT) Inc. and holds a BA in Economics from Brandeis University and an MBA from Northwestern University.
12. ACT Inc. is a management-consulting and technology-services firm based in Washington, D.C., servicing private and public clients since 1986.
13. Plaintiff's clients have included American Express, the United States Army, Motorola, IBM, the New York Board of Trade, and Cingular.
14. On or about March 31, 2006, Litton Loan Servicing (Litton), , serviced Defendant's mortgage loan for the subject property at 541 Scotland Road, South Orange, New Jersey.
15. In or about 2009, Defendant was delinquent in payment of residential debt for unexpected and unavoidable reasons.
16. Defendant negotiated a Loan Workout Plan with Litton effective July 1, 2009, consisting of three monthly arrears payments.
17. On or about June 25, 2009, Defendant sent Litton her timely payments due on or before July 1 and August 1, respectively, pursuant to the Loan Workout Plan.
18. Defendant timely notified Litton in advance that the September payment, the third of three payments pursuant to the Loan Workout Plan, would be delayed because of major water damage in the rental portion of the subject property that required immediate repairs in order to continue to produce income.

19. On or about September 11, 2009, Defendant satisfied her obligation to pay Litton the third monthly arrears payment pursuant to the Loan Workout Plan.
20. Litton returned Defendant's monthly arrears payments rather than recognizing them.
21. On or about September 25, 2009, Litton informed Defendant that it would delay foreclosure until November 4, 2009.
22. Litton modified and reinstated the Loan Workout Plan offered to Defendant by lowering the amounts due for the three monthly payments and by setting three new due dates beginning November 1, 2009.
23. On or about October 28, 2009 Defendant timely resubmitted all three Loan Workout Plan payments in full to Litton Loan.
24. Although Litton inexplicably failed to recognize the same arrears payments provided earlier, Litton recognized the October 28 payments in amounts totaling \$9,216.61.
25. Litton's failure to recognize Defendant's monthly arrears payments when originally submitted by Defendant was a breach of the Loan Workout Plan.
26. Litton's breach was part of business model that required a percentage of its loans in collection to default.
27. By breaching the contract with Plaintiff, Litton and the true owner of the loan stood to collect money from insurance proceeds that made the breach more profitable than honoring the loan as performing.
28. Plaintiff advised the law firm of Powers Kirm LLC that the foreclosure suit it was prosecuting was in violation of the modification contract entered into. Powers Kirm LLC continued to prosecute the action in a harassing manner for a long time despite being advised of the existing modification and breach by the bank.



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

30. Litton's misconduct caused the destruction of Defendant's business.

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

### ***FEMA Background Check Disruption***

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

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

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

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

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

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

38. On or about May 12, 2010, FEMA deemed Defendant unsuitable for employment.

**COUNT I**

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)**

**(ALL DEFENDANTS)**

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

40. Defendants have provided Plaintiff with inconsistent written documentation indicating who the owner(s) and servicer(s) of the mortgage loan are.

41. Defendant Litton Loan Services, its successors, and agents, attempted to collect a disputed debt in violation of the Fair Debt Collection Practices Act by:

- a. Using foul and abusive language
- b. Contacting Plaintiff repeatedly in a harassing manner after the debt was disputed by Plaintiff.
- c. Refusal to validate the debt upon demand
- d. Harassing plaintiffs by calling at inconvenient hours, repeatedly, with the intention of causing plaintiff distress.

42. The foregoing list is a partial list of known violations and is provided in the pleadings to provide notice of the claim for violation of the Fair Debt Collection Practices Act. Further violations are likely to be discovered during litigation.

43. Defendants acted in concert to violate the FDCPA.

44. Defendant Powers and Kirn LLC acted as a third party debt collector in seeking to foreclose on Plaintiff's home. After being notified that a modification contract was executed and that Defendant breached the contract, Powers Kirn LLC continued to prosecute the foreclosure action and to send harassing debt collection correspondence to Plaintiff.

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

## COUNT II

### **VIOLATION OF NEW JERSEY CONSUMER FRAUD ACT (CFA)**

#### **(All Defendants)**

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

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

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

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

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

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

52. On information and belief, defendants paid other actors, individuals or businesses, to assist them in their unconscionable commercial practices. Those other entities and persons are identified in the pleadings as John Does I-X.

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

**COUNT III**

**BREACH OF CONTRACT**

*(All Defendants)*

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

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

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

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

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

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

60. Litton Loan Services and HSBC Bank USA, N.A. as Trustee for Fremont Home Loan Trust 2006-C, Mortgage-Backed Certificates, Series 2006-C later entered into a consent order vacating final judgment, a writ of execution, and dismissing the foreclosure action in its entirety. This act was an admission of Defendants wrongdoing.

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

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

63. Plaintiff has suffered damages.

#### **COUNT IV**

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

*(All Defendants)*

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

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

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

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

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

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

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

**WHEREFORE**, plaintiff demands:

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

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Joshua W. Denbeaux, Esq. as trial counsel on the action herein pursuant to the New Jersey Rules of Court.

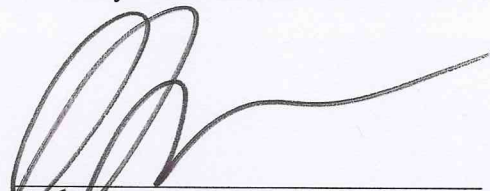
**CERTIFICATION PURSUANT TO R. 4:5-1(B)(2)**

Defendant hereby certifies that there are not any other pending actions in any other court or arbitration, no other such proceedings are presently contemplated and there are no other non-parties who should be joined with this action at this time, other than the foreclosure action, presently pending,

**DEMAND FOR TRIAL BY JURY**

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

DENBEAUX & DENBEAUX  
Attorneys for Plaintiff



By: JOSHUA W. DENBEAUX

Dated: June 3, 2013