

MODIFIED

APPEAL OF COURT ORDERS

Superior Court of New Jersey

Essex Vicinage

DOCKET NO. ESSEX-L-004753-13

AND

MOTION FOR LEAVE TO APPEAL

MOTIONS TO WAIVE FEES

To Download Redacted Copy

www.FinFix.org/Appeal-NJ.pdf

www.FinFix.org/Appeal-Encl-NJ.pdf

www.FinFix.org/CaseFiles-NJ.pdf

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New Jersey Judiciary
Superior Court - Appellate Division
COURT TRANSCRIPT REQUEST

Please type or clearly print all information.

Instructions:

1. Complete all information
2. File a separate request for each court reporter or court clerk who recorded a portion of the proceeding
3. Attach the Appellate Division or Supreme Court Clerk's copy to the Notice of Appeal (R. 2:5-1(f))
4. Attach transcript fee.

PLAINTIFF(S) (1) Veronica A. Williams v. Litton Loan Servicing, HSBC Bank USA, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C, Goldman DEFENDANT(S) Sachs, Ocwen, Stern & Eisenberg, PC Powers Kim, LLC	TRIAL COURT DOCKET NUMBER (2) ESSX L – 004753-13 COUNTY / COURT (3) Essex
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

REQUESTING PARTY (4)		
NAME Veronica A. Williams	EMAIL ADDRESS StopFraud@vawilliams.com	PHONE NUMBER 202-486-4565
ADDRESS PO Box 978		
CITY South Orange	STATE NJ	ZIP 07079-0978

TO (5) NAME / ADDRESS (COURT REPORTER or COURT CLERK (if sound recorded))
 Court Reporter for Judge Stephanie Ann Mitterhoff
 Superior Court of New Jersey, Essex County Historic Courthouse, 1st Floor (Courtroom 102)
 470 Dr. Martin Luther King Jr. Blvd.
 Newark, NJ 07102

(6) It is hereby requested that you prepare for use on (check one) appeal non-appeal* an original and _____ copies of the following:

DATE OF PROCEEDING (7)	TYPE OF PROCEEDING (e.g., trial, sentencing, motion, etc.) (8)	NAME OF JUDGE (9)
Feb. 19, 2016	Hearing	Stephanie Ann Mitterhoff
Jan. 23, 2015	Hearing	Stephanie Ann Mitterhoff

I agree to pay for the preparation and any copies ordered of the transcript(s) for the above date(s) pursuant to R. 2:5-3(d).

(10)
 SIGNATURE OF REQUESTING PARTY

March 10, 2016
 DATE

Transcript fees are set by New Jersey Statute 2B:7-4. An additional sum or reimbursement may be required prior to or at the completion of the transcript order.

(11) DEPOSIT ATTACHED: \$ Fee Waiver Attached

* Only the Supervisor of Court Reporters should receive copies of non-appeal transcript requests.

- CC:**
1. CLERK, Appellate Division, or CLERK, Supreme Court (see INSTRUCTIONS above)
 - (12)** 2. Supervisor of Court Reporters _____
 3. Trial Court Transcript Office _____
 4. Other attorneys / Pro Se parties _____

**FORMS APPROVED
BY JUDGE CAREY**



Veronica Ann Williams

Mailing Address: P.O. Box 978 ❖ South Orange, NJ 07079-0978
Residence - NO MAIL: 541 Scotland Road ❖ South Orange, NJ 07079-3009

FACSIMILE

TO: Superior Court of New Jersey Fax: 973-424-2426
- Essex Vicinage Phone:
465 MLK Blvd.
Newark, NJ 07102
Attn: Civil Records Department

FROM: Veronica Williams

DATE: March 7, 2016

CC:

pages including cover: 1

SUBJECT: Request Transcript for Feb. 19, 2016 Hearing
Case Docket No. L - 004753-13

MESSAGE: Would you please send me a CD with the transcript or video recording of the Hearing held on February 19, 2016 for Case Docket No. L - 004753-13 ?

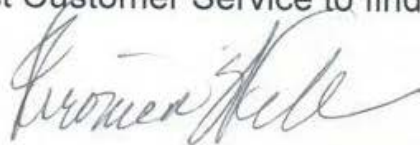
Please send it to:

V. Williams
PO Box 978
South Orange, NJ 07079-0978

also case files for
L-004753-13
F-060839-13

I will contact Customer Service to find out how to provide the \$10 payment.

Thank you.



ADDITIONAL FORMS REQUIRED FOR APPEAL

1) Notice of appeal and attached case information statement have been served where applicable on the following:

	Name	Date of Service
Trial Court Judge	Stephanie Ann Mitterhoff	April 25, 2016
Trial Court Division Manager		
Tax Court Administrator		
State Agency		
Attorney General or Attorney for other Governmental body pursuant to <u>R. 2:5-1(a), (e) or (h)</u>		

Other parties in this action:

Name and Designation	Attorney Name, Address and Telephone No.	Date of Service
Litton Loan & HSBC & Ocwen & Goldman Sachs et al -defendants	Stuart Seiden, Duane Morris, 30 S. 17th St, Philadelphia, PA 19103-4196 Phone 215-979-1141	April 25, 2016

2) Attached transcript request form has been served where applicable on the following:

	Name	Date of Service	Amount of Deposit
Trial Court Transcript Office			
Court Reporter (If applicable)			
Supervisor of Court Reporters			
Clerk of the Tax Court			
State Agency			

3) Exempt from submitting the transcript request form due to the following:

- No verbatim record.
- Transcript in possession of attorney or pro se litigant (four copies of the transcript must be submitted along with an electronic copy).
 List the date(s) of the trial or hearing:
Jan. 23, 2015 & Feb. 19, 2016
- Motion for abbreviation of transcript filed with the court or agency below. Attach copy.
- Motion for free transcript filed with the court below. Attach copy.

I certify that the foregoing statements are true to the best of my knowledge, information and belief. I also certify that, unless exempt, the filing fee required by N.J.S.A. 22A:2 has been paid.

(14) April 25, 2016
DATE

(15)
SIGNATURE OF ATTORNEY OR PRO SE LITIGANT

CERTIFICATION OF SERVICE

I certify that on April 11, 2016 sent a copy of the Notice of Appeal and Motion to the following parties by to the following by: (Check which mailing method you chose. If you sent it by both regular and certified mail, check both)

regular mail certified mail email to siseiden@duanemorris.com

List each party to the lawsuit; use the attorney's name and address if the party is represented by counsel.

Name Mr. Stuart I. Seiden
 Address Duane Morris LLP
30 S. 17th St. , Floor 5
Philadelphia, PA 19103

Name _____
 Address _____

Attorney for All Defendants – listed below

Attorney for _____

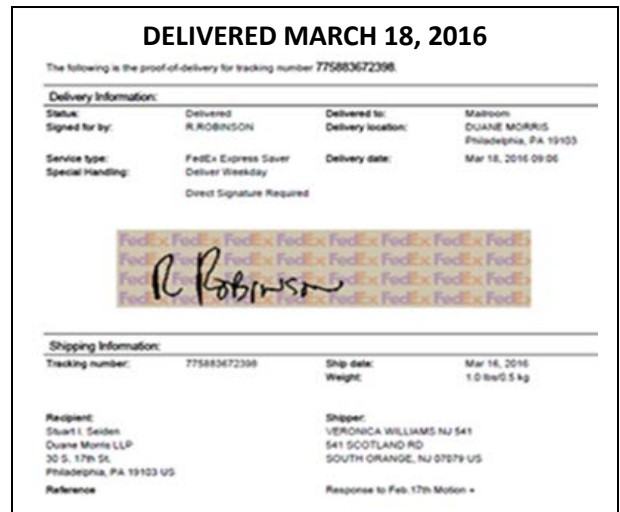
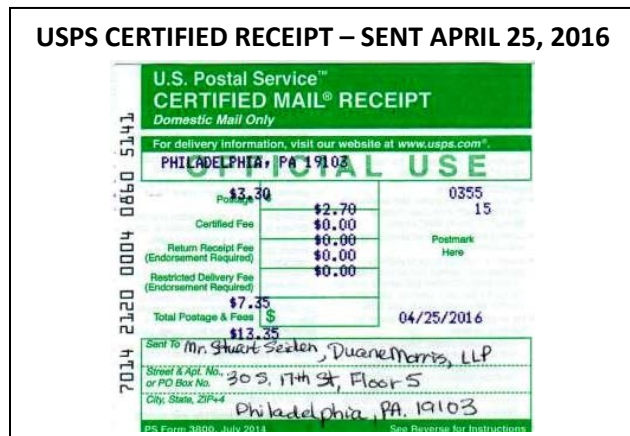
Date: April 25, 2016

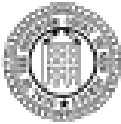
 Veronica Ann Williams Signature:
 (print or type your name)

Defendants represented by Mr. Seiden:

Litton Loan Servicing,
 HSBC Bank USA, N.A.,
 Fremont Home Loan Trust 2006-C
 Mortgage-Backed Certificates, Series 2006-C,
 Goldman Sachs,
 Ocwen,
 Stern & Eisenberg, PC,
 Powers Kirn, LLC

NOTE: THIS APPEAL & MOTION WAS SENT TO STUART SEIDEN ON APRIL 25, 2016 AND SENT TO THE NJ SUPERIOR COURT APPELLATE DIVISION ON APRIL 25, 2016.



	New Jersey Judiciary Superior Court - Appellate Division CIVIL CASE INFORMATION STATEMENT										
Please type or clearly print all information.											
TITLE IN FULL (1) Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, NA, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C, Goldman Sachs, Ocwen, Starn & Eisenberg, PC, NJ Case Docket ESSX L - 004753-13.	TRIAL COURT OR AGENCY DOCKET NUMBER (2) Case Docket ESSX L - 004753-13										
* Attach additional sheets as necessary for any information below.											
APPELLANT'S ATTORNEY EMAIL ADDRESS: <u>StopFraud@vwilliams.com</u>											
<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT <input type="checkbox"/> OTHER (SPECIFY)											
NAME Veronica A. Williams	CLIENT Veronica A. Williams										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">STREET ADDRESS</th> <th style="width: 15%;">CITY</th> <th style="width: 10%;">STATE</th> <th style="width: 10%;">ZIP</th> <th style="width: 25%;">TELEPHONE NUMBER</th> </tr> <tr> <td>541 Scotland Road</td> <td>South Orange</td> <td>NJ</td> <td>07079</td> <td>202-486-4565</td> </tr> </table>	STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NUMBER	541 Scotland Road	South Orange	NJ	07079	202-486-4565	
STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NUMBER							
541 Scotland Road	South Orange	NJ	07079	202-486-4565							
RESPONDENT'S ATTORNEY * EMAIL ADDRESS:											
NAME Stuart Seiden	CLIENT HSBC, Litton Loan et. al.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">STREET ADDRESS</th> <th style="width: 15%;">CITY</th> <th style="width: 10%;">STATE</th> <th style="width: 10%;">ZIP</th> <th style="width: 25%;">TELEPHONE NUMBER</th> </tr> <tr> <td>Duane Morris LLP, 30 S. 17th St.,</td> <td>Philadelphia</td> <td>PA</td> <td>19103-4</td> <td>(215) 979-1141</td> </tr> </table>	STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NUMBER	Duane Morris LLP, 30 S. 17th St.,	Philadelphia	PA	19103-4	(215) 979-1141	
STREET ADDRESS	CITY	STATE	ZIP	TELEPHONE NUMBER							
Duane Morris LLP, 30 S. 17th St.,	Philadelphia	PA	19103-4	(215) 979-1141							
* Indicates which parties, if any, did not participate below or were no longer parties to the action at the time of entry of the judgment or decision being appealed.											
GIVE DATE AND SUMMARY OF JUDGMENT, ORDER, OR DECISION BEING APPEALED AND ATTACH A COPY: March 4, 2016 & Feb. 19, 2016 & Jan. 23, 2015 & Nov. 22, 2013 & Sept. 25, 2013											
Are there any claims against any party below, either in this or a consolidated action, which have not been disposed of, including counterclaims, cross-claims, third-party claims and applications for counsel fees? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If so, has the order been properly certified as final pursuant to R. 4:42-2? (If not, leave to appeal must be sought, R. 2:2-4,2:5-6) <input type="checkbox"/> YES <input type="checkbox"/> NO (If the order has been certified, attach, together with a copy of the order, a copy of the complaint or any other relevant pleadings and a brief explanation as to why the order qualified for certification pursuant to R. 4:42-2.) Were any claims dismissed without prejudice? <input type="checkbox"/> YES <input type="checkbox"/> NO If so, explain and indicate any agreement between the parties concerning future disposition of those claims.											
Is the validity of a statute, regulation, executive order, franchise or constitutional provision of this State being questioned? <input type="checkbox"/> YES <input type="checkbox"/> NO (R. 2:5-1(h))											
GIVE A BRIEF STATEMENT OF THE FACTS AND PROCEDURAL HISTORY: The defendants' fraud against me started in 2006. Rather than act in good faith to resolve my objections to their fraudulent actions, the defendants made false commitments and sold my mortgage amongst themselves three (3) times in just a few years! After repeatedly reneging on their word, the defendants forced me to take legal action in 2010. Since I filed the first legal complaint, the defendants have driven up legal expenses and imposed unacceptable delays. I deserved my day in court in 2011. This appeal is to have the appellate court schedule a jury trial at the earliest possible date. See pp. 22 - 23 & 24 - 40 for explanation.											

TO THE EXTENT POSSIBLE, LIST THE PROPOSED ISSUES TO BE RAISED ON THE APPEAL AS THEY WILL BE DESCRIBED IN APPROPRIATE POINT HEADINGS PURSUANT TO R. 2:9-2(e)(5). (Appellant or cross-appellant only):

An order may have been issued in January 2013 but I was not allowed in the hearing nor did I receive any documents after the Jan. 15, 2015 hearing.
 I am told Judge Mitterhoff made a decision on a Motion that I filed Feb. 17, 2016 but her office instructed me to wait for something in the mail. I have not received anything yet.
 Judge Carey's decision, when I represented myself in court Nov. 2014, was reversed but I have not received documents confirming nor supporting that decision.

IF YOU ARE APPEALING FROM A JUDGMENT ENTERED BY A TRIAL JUDGE SITTING WITHOUT A JURY OR FROM AN ORDER OF THE TRIAL COURT, COMPLETE THE FOLLOWING:

1. Did the trial judge issue oral findings or an opinion? If so, on what date? 2/19/16-3/4/16-1/23/16 YES NO
 & 11/22/13 & 9/25/13
2. Did the trial judge issue written findings or an opinion? If so, on what date? _____ YES NO
3. Will the trial judge be filing a statement or an opinion pursuant to R. 2:5-1(b)? YES NO

Caution: Before you indicate that there was neither findings nor an opinion, you should inquire of the trial judge to determine whether findings or an opinion was placed on the record out of counsel's presence or whether the judge will be filing a statement or opinion pursuant to R. 2:5-1(b).

DATE OF YOUR INQUIRY: Feb - March 9, 2016

1. IS THERE ANY APPEAL NOW PENDING OR ABOUT TO BE BROUGHT BEFORE THIS COURT WHICH:
 - (A) Arises from substantially the same case or controversy as this appeal? YES NO
 - (B) Involves an issue that is substantially the same, similar or related to an issue in this appeal? YES NO
2. WAS THERE ANY PRIOR APPEAL INVOLVING THIS CASE OR CONTROVERSY? YES NO

IF THE ANSWER TO EITHER 1 OR 2 ABOVE IS YES, STATE:

Case Name:

Appellate Division Docket Number:

Civil appeals are screened for submission to the Civil Appeals Settlement Program (CASP) to determine their potential for settlement or, in the alternative, a simplification of the issues and any other matters that may aid in the disposition or handling of the appeal. Please consider these when responding to the following question. A negative response will not necessarily rule out the scheduling of a preargument conference.

State whether you think this case may benefit from a CASP conference. YES NO

Explain your answer:

I was denied mediation on July 10, 2014 and would welcome participation in the Civil Appeals Settlement Program (CASP). Since several attorneys feel this matter involves very complex issues, I am also willing to participate in a pre-argument conference in order to delineate and clarify those issues prior to briefing

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 Rule 1:38-7(b).

(17) Veronica A. Williams
 Name of Appellant or Respondent

(18) Veronica A. Williams
 Name of Counsel of Record
 (or your name if not represented by counsel)

(19) April 12, 2016
 Date

(20) _____
 Signature of Counsel of Record
 (or your signature if not represented by counsel)

Superior Court of New Jersey
Appellate Division
Application for Permission to File Emergent Motion

To: Appellate Division Emergent Judge

Date: 4/12/2016

From: Veronica A. Williams

Telephone: (202) 486-4565

The following questions are to be answered by the attorney or self-represented litigant requesting permission to file an emergent motion. This questionnaire is designed to assist the court's determination respecting its further instructions. **COMPLETION OF THIS APPLICATION DOES NOT IN ANY SENSE CONSTITUTE THE FILING OF AN APPEAL OR MOTION.** There is no right to be heard orally on an emergency application. Further instructions will come from the court.

Except by permission of the court, the only documents you may submit with this application are: a copy of the decision being appealed, any opinion or statement of reasons given by the trial judge or agency, and any order or decision denying or granting a stay. A copy of this application must be served simultaneously on both your adversary and the trial judge or agency. No answer shall be filed unless directed by the court.

If the court grants you permission to file an emergent motion and you have not previously filed a motion for leave to appeal or notice of appeal (whichever is applicable), you must simultaneously file one. See njcourts.com for notice of appeal and Court Rules. You must also pay the applicable filing fee (\$50 for a motion for leave to appeal; \$250 for a notice of appeal), direct the charging of an attorney's account with the Superior Court, or file a motion to proceed as an indigent and supporting certification.

Case Name: Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, NA, Goldman Sachs, Ocwen, Fremont Home Loan
Appellate Division Docket Number: (if available): Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, and
Stern & Eisenberg, PC
Trial Court or Agency Docket Number: ESSEX L - 004753-13

1. What is the vicinage of the matter? (i.e., what judge, in what county or what agency entered the decision?)

Essex

2. a) What is your name, address, including any e-mail address, phone number and fax number?

Veronica A. Williams, P.O. Box 978, 541 Scotland Road, South Orange, NJ 07079 email
StopFraud@vawilliams.com Phone 202-486-4565 Fax 888-492-3864

b) Who do you represent? (i.e., client, yourself)

Myself

3. List the names of all other parties and name, address, including any known e-mail address, phone number and fax number of attorney for each.

Stuart Seiden, attorney for all defendants, Duane Morris LLP, 30 S. 17th St., Philadelphia, PA 19103-4196
Phone (215) 979-1141, Fax (215) 827-5536 Email sseiden@duanemorris.com

4. What is the nature of the emergency?

Defendants have exhausted my funds. I need fees waived to proceed.

5. What is the irreparable harm, and when do you expect this harm to occur?

I can be evicted from my home while I am still undergoing physical therapy and have no other place to live. I do not want the stress of not being able to receive due process to cause a relapse of the stress related condition caused by the defendants.

6. What relief do you seek?

I would like a fee waiver for motions, copies of case files, transcripts and other court related fees in association with this action. I would also like to suspend the foreclosure (F - 000839-13) that will be proven invalid once this matter finally reaches a jury trial.

7. Do you have a written order or judgment entered by the trial judge or a written agency decision?

You must attach a copy of the order, judgment or decision.

Yes. It is attached.

8. a) Have you filed for a stay before the trial court or agency?

No.

- b) If so, do you have a court order or agency decision denying or granting same?

Attach a copy of any such order or decision. Before you seek a stay from the Appellate Division, you must first apply to the trial court or agency for a stay and obtain a signed order or decision or other evidence of the ruling on your stay application. (Court Rules 2:9-5 and 2:9-7)

9. If you did not immediately seek a stay from the trial court or agency, or if you did not immediately file this application with the Appellate Division after the trial court or agency denied your stay application, explain the reasons for the delay.
My efforts to file documents with the Superior Court in Newark have been met with changing requirements and excessive walking that caused severe pain. I have been unsuccessful and seek to appeal to the Appellate Division. This matter started in 2006, legal action filed in 2010, and I have had to endure excessive delays.
10. Are there any claims against any party below, either in this or a consolidated action, which have not been disposed of, including counterclaims, cross-claims, third-party claims and applications for counsel fees?
If so, the decision is not final, but rather interlocutory, and leave to appeal must be sought. (Court Rules 2:2-4 and 2:5-6)
Not that I know of. I have yet to review the case files.
11. If the order or agency decision is interlocutory (i.e., not final), are you filing a motion for leave to appeal?
I do not know yet.
12. If interlocutory, are you filing a motion to stay the trial court or agency proceeding?
13. If the order, judgment or agency decision is final, have you filed a notice of appeal?
This is my first notice of appeal.
14. What is the essence of the order, judgment or agency decision?
The order responded to only a portion of the complaint. The decision is split amongst counts and defendants. A summary is provided in the attached order.

15. a) Has any aspect of this matter been presented to or considered by another judge or part of the Appellate Division by emergent application or prior appeal proceedings? If so, which judge or part?

This has not been presented to the Appellate Division. There have been several judges assigned from the Essex Vicinage since the initial filing in 2010.

- b) Have the merits briefs been filed in this matter? If so, has the matter been calendared to a part of the Appellate Division?

Discovery document, Motion for Proof Hearing, Motions, Responses to Motions, and other documents have been filed with the NJ Superior Court but this is the first document presented to the Appellate Division.

16. a) Have you served simultaneously a copy of this application on both your adversary and the trial judge or agency?

Yes.

- b) If so, specify method of service.

U.S. Certified Mail and email to the Defendants' attorney

U.S. Mail to the Superior Court Essex Vicinage and to Judge Mitterhoff

17. a) Have any transcripts been ordered (particularly of the trial judge's challenged ruling)?

I attempted this and, after Judge Carvy signed the forms, the Transcripts Section told me I had to file a Motion. I am including the form required with this submission. Once this motion has been approved, I shall re-submit the request for transcript.

- b) If so, when will the transcript(s) be available?

That depends on the NJ Court. I am told the transcripts should be available in 30 days but it depends on the backlog.

18. Please give a brief summary of the facts of your case.

THE COMPLETE SUMMARY AND SUPPORTING INFO IS IN THE ATTACHED DOCUMENT

This process has confirmed that Plaintiff's counsel provided superb defense. My appeal to present this matter to a jury should be granted. There are several key points that support at least violation of Breach of Contract and the New Jersey Consumer Fraud ACTs against all defendants:

• Fremont Investment and Loan:

o Did not file required documents with the State of New Jersey, Essex County Hall of Records

o Was issued, and violated, a cease-and-desist order issued by the U.S. Department of Justice on 3/8/07 (Motion Proof Hearing Ex-B-28: Article)

o Presented false documents via their attorney in their response to my Motion filed Feb. 17, 2016 (p. 156-162 & p. 117) C:\CriticalFiles\CURRENT_Posit2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\COURT_DuaneMorris_Williams-Motion-for-Summary-Judgment-filed_recvd_2-18-16.pdf & http://www.findia.org/proof/VWDS/COURT_DuaneMorris_Williams-Motion-for-Summary-Judgment-filed.pdf

• HSBC pierced the corporate veil: Mr. Seiden told me during his deposition of me during the summer of 2014 that HSBC was paying for the legal defense and represented all defendants. When I told Mr. Messinger immediately after our Feb. 19th hearing that HSBC was paying legal fees, he responded with surprise and chagrin, How did you know that?!!!

• Goldman Sachs: the corporate veil was pierced and arms-length removed when they advised Radian on the acquisition of Enhance Financial Services, the owner of Litton Loan at the time.

19. What legal citation (i.e., statute, regulation, court case) is most important for the proposition that you are likely to prevail on appeal?

Breach of Contract

Negligent Misrepresentation

Bad Faith

Violation of New Jersey Consumer Fraud ACT (CFA)

Tortious Interference with Contract

By signing below, I certify that this application is made in good faith, and not for any improper purpose such as to harass or to cause unnecessary delay or expense. I further certify that the factual statements contained in this application are true to the best of my knowledge.

Date: 3/10/2016

Veronica A. Williams

Print/Type Name of Attorney or Self-Represented Litigant

Signature of Attorney or Self-Represented Litigant

Superior Court of New Jersey
Appellate Division
Disposition on Application for Permission to File Emergent Motion

Case Name: Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, NA, Goldman Sachs, Ocwen, Fremont Home Loan
Appellate Division Docket Number: (if available): Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, and Stern & Eisenberg, PC
Trial Court or Agency Below: _____
Trial Court or Agency Docket Number: ESSEX L - 004753-13

DO NOT FILL IN THIS SECTION – FOR COURT USE ONLY

I. The application for leave to file an emergent motion on short notice is **Denied** for the following reasons:

- The application on its face does not concern a threat of irreparable injury, or a situation in which the interests of justice otherwise require adjudication on short notice. The applicant may file a motion with the Clerk's Office in the ordinary course.
- The threatened harm or event is not scheduled to occur prior to the time in which a motion could be filed in the Clerk's Office and decided by the court. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.
- The applicant did not apply to the trial court or agency for a stay, and obtain a signed court order, agency decision or other evidence of the ruling before seeking a stay from the Appellate Division.
- The application concerns an order entered during trial or on the eve of trial as to which there is no prima facie showing that the proposed motion would satisfy the standards for granting leave to appeal.
- The timing of the application suggests that the emergency is self-generated, given that no good explanation has been offered for the delay in seeking appellate relief. Due to the delay, we cannot consider a short-notice motion within the time frame the applicant seeks, without depriving the other party of a reasonable time to submit opposition. And the magnitude of the threatened harm does not otherwise warrant adjudicating this matter on short notice despite the delay. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.
- Other reasons:

JAD. _____ Date

**Superior Court of New Jersey
Appellate Division
Disposition on Application for Permission to File Emergent Motion**

Case Name: Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, NA, Goldman Sachs, Ocwen, Fremont Home Loan
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Trial Court or Agency Below: _____
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- The threatened harm or event is not scheduled to occur prior to the time in which a motion could be filed in the Clerk's Office and decided by the court. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.
- The applicant did not apply to the trial court or agency for a stay, and obtain a signed court order, agency decision or other evidence of the ruling before seeking a stay from the Appellate Division.
- The application concerns an order entered during trial or on the eve of trial as to which there is no prima facie showing that the proposed motion would satisfy the standards for granting leave to appeal.
- The timing of the application suggests that the emergency is self-generated, given that no good explanation has been offered for the delay in seeking appellate relief. Due to the delay, we cannot consider a short-notice motion within the time frame the applicant seeks, without depriving the other party of a reasonable time to submit opposition. And the magnitude of the threatened harm does not otherwise warrant adjudicating this matter on short notice despite the delay. If the applicant promptly files a motion with the Clerk's Office it shall be forwarded to a Panel for decision as soon as the opposition is filed.
- Other reasons:

March 10, 2016

J.A.D. _____ **Date**

Superior Court of New Jersey
Appellate Division
Disposition on Application for Permission to File Emergent Motion

Case Name: Veronica Williams v. Litton Loan Servicing, HSBC Bank USA, NA, Goldman Sachs, Ocwen, Fremont Home Loan

Appellate Division Docket Number: (if available): Trust 2006-C Mortgage-Backed Certificates, Series 2006-C, and Stern & Eisenberg, PC

Trial Court or Agency Below: _____

Trial Court or Agency Docket Number: ESSX L - 004753-13

DO NOT FILL IN THIS SECTION – FOR COURT USE ONLY

II. The application for leave to file an emergent motion on short notice is **Granted** on the following terms:

A. By no later than _____, one copy of the motion for emergent relief must be delivered to the chambers of Judges _____ and _____, and to all counsel/self-represented litigants. Copies must also be sent to the trial judge or agency whose decision is being appealed. If this is a newly-filed appeal, one copy each of the notice of appeal or motion for leave to appeal, and any indigency motion, must also be delivered to the judges and all counsel/self-represented parties.

The applicant must file the original and one copy of the motion for emergent relief with the Clerk of the Appellate Division in Trenton, by no later than the day after those papers are due to the judges' chambers, _____. If the matter is not yet pending in the Appellate Division, the applicant must, on that same schedule, file with the Clerk's Office, attention Emergent Applications Unit, the original and one copy of a notice of appeal or motion for leave to appeal, together with the required fees or a motion to proceed as an indigent. [Note: This schedule anticipates that copies may be faxed to the judges' chambers and to adversaries, but they must be overnight mailed or hand delivered to the Clerk's Office. Failure to file with the Clerk's Office or to submit the required fees may result in dismissal of the appeal and vacating of any stays granted.]

B. Opposition must be served and filed by no later than _____.

C. Other terms:

JAD Date

Superior Court of New Jersey
Appellate Division
Docket No. (2) Essex L - 004753-13

(1) Veronica A. Williams

Notice of Motion for
(4) Leave to Appeal Since Litton Loan is Still Open

(3)

v.

Litton Loan Servicing, HSBC Bank USA,
NA, Goldman Sachs, Ocwen, Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates,
Series 2006-C, Stern & Eisenberg, PC

To: (5)

PLEASE TAKE NOTICE that the undersigned hereby moves before the Superior Court of New Jersey, Appellate Division, for an Order (6) to allow leave to appeal since Litton Loan action is still open

In support of this motion, I shall rely on the accompanying brief. (7)

(8) April 12, 2016
(Date)

(9)
(Signature)

(10)

I hereby certify that I am mailing or delivering the original and four copies of this notice of motion and accompanying brief to the Clerk of the Appellate Division and mailing or delivering two copies of the same to the following:

(11) Mr. Stuart I. Seiden, Duane Morris LLP, 30 S. 17th St.,
Philadelphia, PA 19103-4196

(12) April 12, 2016
(Date)

(13)
(Signature)

(14)

APPEAL

April 19, 2016

Superior Court of New Jersey
Appellate Division Clerk's Office
P.O. Box 006
Trenton, New Jersey, 08625

**Download this submission at
www.FinFix.org/Appeal-NJ.pdf**

Re: Plaintiff's Appeal of Judge's Decision on Defendants' Motion for Summary Judgment
Case [NJ DOCKET NO. ESSEX-L-004753-13](#)

Dear Officers of The Court:

The Superior Court of New Jersey – Essex Vicinage (Essex County Court) has handled this case inappropriately and the Plaintiff's counsel may have provided subpar defense. This is validated by a review of the case file, recent settlements by 2 defendants with the U.S. Department of Justice (DOJ), information presented in this appeal and facts to be presented at the upcoming trial. This matter demands that the Appellate Court take over and schedule a long overdue jury trial.

TWO DEFENDANTS PAY BILLIONS FOR SAME CHARGES CLAIMED BY PLAINTIFF

Essex County Court – After 6 Years, No Jury Trial

U.S. Dept. of Justice – After 9 months, Record Setting Settlements with 2 Defendants

HSBC Settlement Agreement Excerpt (complete agreement enclosed):

- ◆ The intention of the United States and the States in effecting this settlement is to remediate harms allegedly resulting from the alleged unlawful conduct of the Defendants
- ◆ to provide cash payments to borrowers whose homes were finally sold or taken in foreclosure by Defendants between and including January 1, 2008 and December 31, 2012
- ◆ relief to consumers

Goldman Sachs Settlement Agreement Excerpt (complete agreement enclosed):

- ◆ the United States believes that there is an evidentiary basis to compromise potential legal claims by the United States against Goldman Sachs for violations of federal laws in connection with the marketing, structuring, arrangement, underwriting, issuance, and sale of RMBS.
- ◆ of consumer relief to remediate harms resulting from alleged unlawful conduct of Goldman Sachs,
- ◆ the activities where the representation, disclosure, or non-disclosure involves information about or obtained during the process of originating, acquiring, securitizing, underwriting, or servicing residential mortgage loans
- ◆ common law theories of negligence, gross negligence, payment by mistake, unjust enrichment, money had and received, breach of fiduciary duty, breach of contract, misrepresentation, deceit, fraud, and aiding and abetting any of the foregoing

Copies of the settlement agreements that HSBC and Goldman Sachs executed with the United States Department of Justice are enclosed with this appeal.

The Plaintiff first attempted to resolve "errors" by the defendants in 2006. After repeated deception with no resolution, the Plaintiff filed a complaint with the Essex County Court in 2010. After 6 years of legal calisthenics and expenses the Plaintiff has not had her day in front of a jury of her peers. Yet, after advising Federal Agencies on her case (2011 – 2015), and DOJ opening an investigation in 2015, two defendants reached settlements that included the same charges levied by the Plaintiff

INAPPROPRIATE ACTIONS BY ESSEX COUNTY COURT

Based upon what I have endured and a review of the case files, I have identified numerous actions by the Essex County Court that were inappropriate. These include, but are not limited to:

- Non-Jury Hearings Despite Repeated Demands for Jury Trial (multiple times in case file)
- Hearings Scheduled Without Notifying Plaintiff
- Per Se Plaintiff Barred From Hearing (1/23/15), Counsel That Had Been Removed (12/8/14 Case File) Allowed to Represent Plaintiff Over Plaintiff's Verbal and Written Objections (proof available)
- Orders Imposed Without Reading Discovery or Motion for Proof Hearing or listening to Witness Testimony
- Dismissed Defendants Without Plaintiff's Knowledge or Input (case file 11/22/13 Orders by Judge Chiocca)
- Six Judges Assigned to this Legal Effort including Four Assigned to Docket No. L-004753-13
- Documents Missing From Case File (see pp. 60 – 61)

KEY POINTS SUPPORT CHARGES AGAINST ALL DEFENDANTS

My appeal to present this matter to a jury, with all defendants and counts as originally filed, should be granted. There are several key points that support *at least* a violation of Breach of Contract and the New Jersey Consumer Fraud ACTs against all defendants:

- **Fremont Investment and Loan:**
 - Did not file required documents with the State of New Jersey, Essex County Hall of Records
 - Was issued, *and violated*, a cease-and-desist order issued by the U.S. Department of Justice on 3/8/07 (Motion Proof Hearing **Ex-B-28: [Article](#)**)
 - Presented false documents via their attorney in their response to my Motion filed Feb. 17, 2016 (p. 156- 162 & p. 117) C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_PrepaidCase_LittonLoan\COURT_DuaneMorris_Williams-Motion-for-Summary-Judgment-filed_recvd_2-18-16.pdf & http://www.finfix.org/proof/VWDS/COURT_DuaneMorris_Williams-Motion-for-Summary-Judgment-filed.pdf
- **HSBC pierced the corporate veil:** Mr. Seiden told me during his deposition of me during the summer of 2014 that HSBC was paying for the legal defense and represented all defendants. When I told Mr. Messinger immediately after our Feb. 19th hearing that HSBC was paying legal fees, he responded with surprise and chagrin, "How did you know that??!!"
- **Goldman Sachs: the corporate veil was pierced and arms-length removed** when they advised Radian on the acquisition of Enhance Financial Services, the owner of Litton Loan at the time. (Motion Proof Hearing - Timeline 1996 & 2-17-1999 & 11-1-2000 & 11-14-2000 & 1-12-2001 & 2-26-2002 & 12-27-2000 & 12-11-2007 & 11-21-2007 & 12-2007 & 2007 - p. 11 [download](#))
- **Defamation by David M. Lambropoulos, Stern & Eisenberg, PC** (Motion Proof Hearing **Ex-B-49: [download](#)**)
- Moreover, **fraud by Litton Loan began in 2006**; see Loan Amortization (Motion Proof Hearing Timeline p. 12, 12-31-14 & **Ex-B-52 p. 104** (Ex3: [PROOF](#) & [PROOF](#))). **Litton Loan and Fremont wrapped Plaintiff's mortgages with additions to principal using improper actions. This was validated in a 10/27/14 deposition of Kevin Flannigan, an Ocwen employee and former Litton Loan employee.**

NO DEFENDANTS SHOULD HAVE BEEN REMOVED

None of the defendants should have been removed. Yet, Litton was the only defendant considered at the Feb. 19, 2016 Hearing.

Many legal professionals have told me that the scope of this matter is quite broad and complex. This order (pp. 30 – 46) is narrowly defined by the points presented on Feb. 19, 2016 by Mr. Messinger, the Defendants' attorney. I refuted Mr. Messinger's position but never had an opportunity to address the points presented in the Motion that I submitted on Feb. 17, 2016. There is so much more documentation presented in the Discovery Document, Motion for Proof Hearing, Response to Defendant's Motion received Feb. 18, 2016, Plaintiff's Motion submitted Feb. 17, 2016 and other relevant documents. The scope and complexity of this matter cannot be adequately addressed through a series of hearings. I, again, insist that the Superior Court of New Jersey quickly schedule the jury trial that I have sought since 2010.

The Plaintiff does not object to the removal of Powers Kirn.

IN SUMMARY

The defendants' fraud against me started in 2006 (see summarized, excerpt Timeline p. 27). Rather than act in good faith to resolve my objections to their fraudulent actions, the defendants made false commitments and sold my mortgage amongst themselves three (3) times in just a few years! After repeatedly renegeing on their word, the defendants forced me to take legal action in 2010. Since I filed the first legal complaint, the defendants have driven up legal expenses and imposed unacceptable delays. I deserved my day in court in 2011. With only 48 hours' notice I prepared for and appeared before Judge Mitterhoff on Feb. 19, 2016, and was granted a single count against the only remaining defendant. I was not notified of the hearing on Feb. 19, 2016. I learned of the hearing when I stopped by to give Judge Mitterhoff a copy of a motion I had just filed. With a little more notice and the ability to have my selected witnesses heard during a jury trial, I am confident that I will prevail on multiple accounts against all defendants. As a citizen I am entitled to a speedy trial in front of a jury of my peers. **Ten years is much too long.** This appeal is to request that the appellate court schedule a jury trial at the earliest possible date. See pp. 22 – 23 & 24 – 44 for explanation.

I request reconsideration of these orders and a written response. Please send your response to Veronica Williams, PO Box 978, South Orange, NJ 07079-0978 and, if possible, via email at StopFraud@vawilliams.com or via facsimile to 888-492-5864.

Thank you,

Veronica Williams

cc: Superior Court of New Jersey, Essex County Veterans Courthouse, Room 131 via US Mail
Judge Stephanie Ann Mitterhorf via facsimile to 973-424-2437
Stuart Seiden, Duane Morris via US certified mail & email to
Brett L. Messinger, Partner, Duane Morris via email to

ATTACHMENT I

Plaintiff Denied Due Process – Inappropriate Court Actions

The Plaintiff has been denied due process. The Court has made inappropriate decisions. In addition to scheduling a jury trial expeditiously the Appellate Division should decide what remedial action is required.

PER SE PLAINTIFF REFUSED ADMITTANCE TO HEARING

Judge Mitterhoff refused to allow the Plaintiff to attend the Jan. 15, 2015 Hearing. This was despite the fact that Denbeaux and Denbeaux stopped communicating with Plaintiff and the Plaintiff had accepted the withdrawal of Denbeaux and Denbeaux in Sept. 2014. More importantly, Plaintiff's previous counsel filed a Substitution of Counsel on 12/8/14. The Jan. 15, 2015 hearing was not recorded and Plaintiff has not received a copy of the Order. Acting per se and with less than 48 hours' notice, the Plaintiff achieved a partial reversal in a short 30 minute hearing on Feb. 19, 2016. Had the Plaintiff received adequate representation by counsel, the defendants would have been found guilty of the charges in this action.

OPINION VALIDATES LACK OF UNDERSTANDING – PLAINTIFF COULDN'T HAVE EXPLAINED

In an Opinion decided by Judge Mitterhoff, J.S.C, it is written "Plaintiff is sophisticated in business matters and has over 30 years of financial experience." (Opinion, Jan. 23, 2015)". **CHECK DATES IN THIS OPINION.** Yet it would be another thirteen months before I – **just by chance** – appeared before Judge Mitterhoff. Even then, I was only allowed to present my position to a severely narrowed scope of my initial complaint.

With pride, I earned a MBA in Finance and Economics from Northwestern University's Kellogg Graduate School of Management in 1979. I further validated my 30 years of expertise in Finance, Economics, Process Improvement and Management Strategy when I earned the PgMP, PMP and ITIL credentials in 2009 and 2010. Through a strong track record in business, corroborated by Federal Contracts, speaking engagements and publications, I earned global recognition as one of the top 1,000 experts in business and technology. I am also one of 6,400 arbitrators heavily vetted by the SEC to serve the Financial Industry Regulatory Authority (FINRA). Even without my credentials and achievements, as a citizen I have the right to due process. I also have the right to present my case in front of a jury of my peers. Essex County Court repeatedly denied me due process.

DEFENDANTS' LEGAL CALISTHETICS ELEVATE COST & EXTEND PROCESS

When the defendants chose to use money, power and insults in an effort to defeat me, I grew more determined and stronger (Exodus 1:12). **SIX** Judges have been assigned to my legal effort to seek justice for the defendants' fraudulent and damaging actions, including **FOUR** – that I know of – have been assigned to this docket number-004753-13. Since the Essex County Courts refused me due process, over and over, I turned to our Federal Government. It was clear that the magnitude of fraud was so widespread that I was among millions who have lost massive amounts of money.

Since 2009 I have made formal requests to every bar association in New Jersey, and I approached current and former NJ attorneys including whom I know and those to whom I was referred. Attorneys were afraid to take my case. As a US citizen, I was obligated to reveal and correct these wrongdoings ["Ask not what your country can do for you, ask what *you* can do for your country" John F. Kennedy (JFK) Inaugural Address, January 20, 1961]. I advised several Federal agencies of the defendants' actions. While the defendants' worked continually to shut me down, they were also working on settlements with the United States Department of Justice for their wrongdoing. What a flagrant act of duplicity.

PLAINTIFF'S JURY TRIAL LONG OVERDUE

My complaint included a demand for a jury trial. After reviewing the case file in detail, I did not find any documents approving a non-jury trial. Moreover, Judge Cocchia and Judge Mitterhoff rendered decisions without a hearing and without allowing the Plaintiff to present her case. I will leave it up to the Appellate Court to determine if this was a miscarriage of justice, an abuse of power, or an acceptable series of mistakes.

ATTACHMENT II

SUMMARY OF EXCERPTS FROM TIMELINE: (Complete, Updated Timeline Will Be Presented at Trial)

LONGEVITY NO LONGER EQUATES TO INTEGRITY FOR LONG ESTABLISHED FINANCIAL INSTITUTIONS		
1850 – 1938	<ul style="list-style-type: none"> • The Hongkong and Shanghai Banking Corporation (HSBC) was established 3-3-1865 in Hong Kong, China. • Goldman Sachs was established in 1869 	
DEFENDANTS CREATE A TANGLED WEB		
1985 - 2011	<ul style="list-style-type: none"> • Movement of funds and Avoidance of Legal Actions through SEC Shelf Registrations, Firms established, Creative Mergers & Acquisitions, Reverse Acquisitions, Firms Shut Down and more 	
PLAINTIFF ADVISES FEDERAL GOVERNMENT ON FRAUDULENT ACTIONS BY DEFENDANTS		
2011 – 2015	<ul style="list-style-type: none"> • 2011 Plaintiff advises Federal Departments and Agencies of Defendants’ actions including the Securities and Exchange Commission (SEC), Dept. of the Treasury, Consumer Financial Protection Bureau (CFPB) and the Dept. of Justice (DOJ) and other agencies 	
AS DEFENDANTS DISPOSE OF ASSETS AND NEGOTIATE SETTLEMENTS WITH THE US DEPT OF JUSTICE, THEY INCREASE EFFORTS TO DISMISS PLAINTIFF’S ACTION		
2015 – 4/27/16	<ul style="list-style-type: none"> • Ocwen sells mortgage rights March 7, 2015 	Selling \$45B mortgage rights Ocwen sells \$45B mortgage rights
	<ul style="list-style-type: none"> • US DOJ opens investigation April 23, 2015 	http://www.finfix.org/UPDATE_5-29-15.pdf
	<ul style="list-style-type: none"> • Ocwen sells mortgage rights April 24, 2015 	Selling \$89B mortgage rights Why Ocwen Unloads \$89B Portfolio
	<ul style="list-style-type: none"> • HSBC reaches settlement with DOJ Feb. 5, 2016 HSBC settled Friday, February 5, 2016 Agreement 66 pages 	https://www.justice.gov/opa/pr/justice-department-reaches-470-million-joint-state-federal-settlement-hsbc-address-mortgage
	<ul style="list-style-type: none"> • Goldman Sachs reaches settlement with DOJ April 11, 2016 Goldman Sachs settled for \$5.1B Monday, April 11, 2016 Agreement 18 pages 	https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed
	<ul style="list-style-type: none"> • Plaintiff files Appeal with Appellate Division of NJ Superior Court on March 10, 2016 	
	<ul style="list-style-type: none"> • Plaintiff files amendment to Appeal with Appellate Division of NJ Superior Court on April 27, 2016 	

RESPONSE TO EACH SECTION IN ORDER

STATEMENT OF FACTS

Before the court is a motion for reconsideration of the court's January 23, 2015 Order partially granting Defendants' motion for summary judgment. Plaintiff's claims center around allegations that employees of Litton Loan Servicing (Litton), promised her that she could obtain a favorable modification of her loan if she defaulted on her mortgage payments. **[NOT TRUE. MY CLAIM DOES NOT "CENTER AROUND" THE MODIFICATION. MY CLAIMS STARTS WITH AN UNAPPROVED ADDITION TO THE PRINCIPAL BALANCE OF MY MORTGAGE BY LITTON LOAN IN 2006. I NEVER RECEIVED \$208,000 FROM FREMONT AND THEY WERE ISSUED A CEASE AND DESIST FROM THE U.S. DEPT. OF JUSTICE BEFORE PAYING THE FULL AMOUNT DUE ME. MY CLAIM SHOWS THAT THE FREMONT MORTGAGE IS NOT VALID. MY CLAIM SHOWS I SOUGHT THE MODIFICATION IN LIEU OF A COURT BATTLE.]** In reliance on those representations, Plaintiff claims she intentionally failed to make several payments on her mortgage. **[THIS WAS DONE AT THE INSTRUCTION OF THE DEFENDANTS]** Soon after, Litton sent Plaintiff written offers for modification, on three separate occasions, that were all contingent on her submitting proof of income and paying three month trial payment amounts. Plaintiff failed to comply with those contingencies and as a result Plaintiff was not able to modify her mortgage. **[THIS IS NOT TRUE. DISCOVERY DOCUMENT PROVES THAT PLAINTIFF COMPLIED WITH EACH CONTINGENCY]** Plaintiff claims that the default on her mortgage has caused her to lose her security clearance, which

precluded a lucrative contract with FEMA which Plaintiff claims she would have received if she maintained the security clearance. **[NOT EXACTLY TRUE.**

PLAINTIFF LOST THE NON-LUCRATIVE FEMA JOB OFFER WHICH WOULD HAVE GIVEN ME THE SECURITY CLEARANCE AND PAST PERFORMANCE NECESSARY TO CLOSE TASK ORDERS ON AN EXISTING FEDERAL SUPPLY CONTRACT THAT HAD BEEN AWARDED TO PLAINTIFF'S COMPANY]

The facts are as follows: on March 27, 2006, Plaintiff, Veronica Williams, took out a Joan secured by a mortgage on her house in the amount of \$261,000. On November 9, 2007, the Joan was modified to a fixed interest rate of 7.250%, with an unpaid principal balance of \$295,892.58. **[FREMONT DID NOT DISBURSE THE FULL AMOUNT OF FUNDS BORROWED!!** See Loan Amortization (Motion Proof Hearing Timeline p. 12, 12-31-14 & **Ex-B-52 p. 104** (Ex3:[PROOF](#) & [PROOF](#)))] The loan was held by Defendant Fremont Home Loan Trust 2006-C Mortgage-Backed Certificates (Fremont Trust). Defendant HSBC Bank is the Trustee for Fremont Trust. **[HSBC IS ALSO THE UNDERWRITER FOR THE FREMONT LOAN AND IS PAYING THE LEGAL FEES FOR ALL DEFENDANTS]**

Defendant Litton Loan Servicing (Litton) serviced the Joan. In December 2007, Defendant Goldman Sachs acquired ownership of Litton. Plaintiff testified that she wanted to modify her mortgage and she first contacted Litton in 2008. **[PLAINTIFF DID NOT FIRST CONTACT LITTON. PLAINTIFF FIRST CONTACTED CHASE, WHO OFFERED A LOWER RATE BUT HIGHER PRICED LOAN. PLAINTIFF THEN CONTACTED LITTON; REPRESENTATIVES TOLD**

PLAINTIFF WHY IT WAS BEST TO STAY WITH LITTON BY ACCEPTING

A MODIFICATION] Plaintiff testified that she told Litton that she would seek to refinance her mortgage with another lender but "they said, we can do the same thing. Do it with us." Seiden Ex. E. T32:3-7. Plaintiff testified that a person at Litton told her that "to get the program you want, get you the best deal, you have to be three months in arrears. So I didn't pay based on their instruction." Id. T:32:17-20; T75:6-

10. [THIS IS A STANDARD PRACTICE BY MORTGAGE PROVIDERS AND HAS BEEN SUGGESTED BY OTHER MORTGAGE FIRMS]

Plaintiff defaulted on April 1, 2009. In a letter dated May 28, 2009, Litton sent Plaintiff an offer to enter into a modification program which explained that she needed to (1) complete a hardship affidavit (2) submit required documentation of her income and (3) make timely monthly trial period payments. The letter invited Plaintiff to accept the offer by informing them no later than June 11, 2009. The letter explained that if her income documentation did not support the income amount "previously provided in our discussions," her monthly payments under the plan could change or she may not qualify for the modification program. According to Defendants, in a July 31, 2009 phone call, Williams refused to submit the financial information required under the initial workout plan. **[THIS IS ABSOLUTELY**

NOTE TRUE AND VALIDATED BY DOCUMENTATION PROVIDED IN DISCOVERY DOCUMENT]

At her deposition, Williams testified that she provided Litton everything needed to review her request for a loan modification but that

Litton defrauded her by "asking for information over and over." **[NOT TRUE.**

LITTON DEFRAUDED ME BY NOT PROVIDING THE

MODIFICATION AFTER CONFIRMING THEY WOULD OVER AND OVER, VERBALLY AND IN WRITING] Seiden Ex. E, T33:10, T22:11-13. Plaintiff testified that, based on her conversations with people at Litton, all she had to do was make three monthly payments and she would be given a modification. Seiden Ex. E, T33:10-34:7. She asserted that the workout plan was an actual modification rather than a trial and that the people at Litton made it clear that "it will be a done deal." Id. T47:22-48:5. By letter dated August 14, 2009, Litton informed plaintiff that they would not offer the modification because they had not received all of the requested financial documents. **[THAT WAS NOT TRUE – DISCOVERY**

DOCUMENTS PROVE THAT LITTON HAD RECEIVED THE REQUESTED FINANCIAL DOCUMENTS] Plaintiff testified that she made payments pursuant to the workout plan, but Litton returned the payments and refused to recognize them. Seiden Ex. E T34: 12-18. Plaintiff testified that "they said, we are sorry; it shouldn't have been returned; send us that check and a little bit more by this date and you are definitely going to have the work-out plan this time." Id. at 44:20-45:1.

In a September 25, 2009 letter, Plaintiff was offered another Home Affordable Modification Program (HAMP) modification plan ("the second modification") that provided for three trial payments and similarly required plaintiff to provide proof of income. Plaintiff testified that the people at Litton told her that "once we get all three of those payments, it's a done deal." Seiden Ex. E TS1-52:8. Plaintiff alleges that she timely paid and Litton recognized these

payments. In January 2010 Litton advised Plaintiff that she would likely be denied the HAMP modification due to her income being too high. **[PLAINTIFF WAS NEVER TOLD THAT BY LITTON]**

In March 2010 Williams was denied a HAMP modification but offered a non-HAMP trial workout program that required her to make three payments ("the third modification"). Plaintiff testified that she didn't make the payments because she lost her FEMA contract as a result of her defaults and inability to get a modification. Seiden Ex. E T94: 1-24. Accordingly, Plaintiff was denied the non-HAMP modification. **[PLAINTIFF WAS NOT TOLD SHE WAS DENIED HAMP; MOREOVER, LITTON REPEATEDLY TOLD PLAINTIFF THEY WOULD PROVIDE MODIFICATION, AND DID NOT DEPEND ON HAMP] [PLAINTIFF BROUGHT CHARGES AGAINST LITTON LOAN AND GOLDMAN SACHS IN THE SUMMER OF 2010, BEFORE GOLDMAN SACHS SOLD LITTON TO OCWEN]** In September 2011, Defendant Ocwen acquired Litton from Goldman Sachs. On November 1, 2011, Litton stopped servicing Plaintiff's loan and Ocwen began servicing it.

Plaintiff brought causes of action for violations of the Fair Debt Collection Practices Act (FDCPA), violations of the New Jersey Consumer Fraud Act (CFA), breach of contract, and intentional infliction of emotional distress. Defendants moved for summary judgment on all counts on January 23, 2015. The court partially granted the motion, dismissing Plaintiff's Fair Debt Collection Practices Act claim and her intentional infliction of emotional distress claim.

The court concluded that genuine questions of material fact existed as to the CFA and breach of contract causes of action and therefore denied summary judgment on those claims. However, the court clerk inadvertently dismissed the complaint in its entirety.

Defendants now move to reopen counts II (CFA) and III (breach of contract) and for reconsideration of the court's decision to deny summary judgment as to those causes of action. Defendants' motion is premised on the fact that since the court's decision was made the Appellate Division has made clear that a mortgage modification trial plan is a unilateral offer by a lender that requires the borrower's full compliance to create a contract.¹ Accordingly, because Plaintiff failed to fully comply with all three of the trial plans, Defendants argue that no contract ever existed between the parties. Furthermore, Defendants assert that because Plaintiff cannot show that a loan modification contract was formed, she cannot satisfy the elements of her CFA claim.

DISCUSSION

I. Motion for Reconsideration

Motions for reconsideration are governed by R.4:49-2, which states that such a motion "shall state with specificity the basis on which it is made, including a statement of the matters or controlling decisions which counsel believes the court has overlooked or as to which it has erred." R.4:49-2. A motion for reconsideration will be granted only in those limited cases in which either "the Court has expressed its decision based upon a palpably incorrect or irrational basis, or it is obvious that the Court either did not consider, or failed to

appreciate the significance of probative, competent evidence." **[THE COURT HAS FAILED TO APPRECIATE THE SIGNIFICANCE OF PROBATIVE, COMPETENT EVIDENCE SUBMITTED IN THE DISCOVERY DOCUMENT, PROOF HEARING DOCUMENTS, MOTION AND RESPONSE BY PLAINTIFF]** Cummings v. Bahr, 295 N.J. Super. 374, 384 (App. Div. 1996); citing, D'Atria v. D'Atria, 242 N.J. Super. 392, 401-02 (Ch. Div. 1990). "Reconsideration is a matter within the sound discretion of the Court, to be exercised in the interest of justice." D'Atria, 242 N.J. Super. at 401. Justice may indeed require the granting of such reconsideration, "nevertheless, motion practice must come to an end at · some point . . . [t]hus, the Court must be sensitive and scrupulous in its analysis of the issues in a motion for reconsideration." Id. at 401-02. **[THE COURT HAS FAILED TO ALLOW PLAINTIFF DUE PROCESS SEVERAL TIMES SINCE 2010]**

II. **Arias v. Elite Mortg. Group, Inc., 439 N.J. Super 273 (App. Div. 2015)**

In Arias, the Appellate Division, for the first time, squarely dealt with the contractual status of a *Trial Period Plan Agreement* ("TPP Agreement") pursuant to a HAMP mortgage loan. The plaintiffs brought causes of action for breach of contract and breach of the duty of good faith and fair dealing after they were offered and then subsequently denied a modification on their mortgage. The court held that the TPP Agreement was a unilateral offer pursuant to which the bank promised to give the mortgagors a loan modification, provided they complied fully and timely with their obligations under the TPP Agreement. In coming to that holding, the court began its analysis by considering the language of the TPP Agreement. "The first

sentence of the Agreement's text states: If I am in compliance with this Trial Period Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Servicer will provide me with a Home Affordable Modification Agreement ("Modification Agreement"), as set forth in Section 3. **[DEFENDANTS TOLD PLAINTIFF SHE WOULD RECEIVE A MODIFICATION OTHER THAN HAMP]**

In turn, Section 3 provides, in pertinent part, that the Servicer will determine the amounts of unpaid interest and other charges to be added to the loan balance and determine 'the new payment amount.' This section then repeats that:

If I comply with the requirements in Section 2 and my representations in Section 1

continue to be true in all material respects, the Servicer will send me a Modification Agreement for my signature.

[(Emphasis added).]

Significantly, Section 2 of the TPP Agreement required plaintiffs to make the trial period payments of

\$1860 each, by the specified due dates of October 1, 2009, November 1, 2009, and

December 1, 2009. Paragraph 2A notified plaintiffs, in capital letters, that 'TIME IS OF THE ESSENCE under this Plan.' Paragraph 2 defined the 'Modification Effective Date' as the first day of the month following the month in which the last payment was due (in

this case, January 1, 2010). **[PLAINTIFF REPEATEDLY TOLD**

DEFENDANTS THAT TIME WAS OF THE ESSENCE BECAUSE HER

OFFER WAS COMING AND THE SECURITY CLEARANCE

PROCESS WOULD BE FAST] Paragraph 2F unambiguously stated that:

If prior to the Modification Effective Date, (i) the Servicer does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Servicer determines that my representations in Section 1 are no long true and correct, *the Loan Documents will not be modified* and this Plan will terminate.

[(Emphasis added).]

Paragraph 2G further put plaintiffs on notice that the TPP itself was not a loan modification and their failure to strictly comply with the terms of the TPP would result in denial of a loan modification:

I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. *I further understand and agree that the Servicer will not be obligated or bound to make any modification of*

the Loan Documents if I fail to meet any one of the requirements under this Plan.

[(Emphasis added).]" **[THIS IS OBIATED BY THE DEFENDANTS CONSTANT SELLING ME ON THEIR MODIFICATION AND REPEATEDLY REAFFIRMING THAT THEY WOULD GIVE ME A MODIFICATION OF THEIR OWN, OTHER THAN HAMP]**

The court concluded that, based on its reading of the agreement, it was a unilateral offer, pursuant to which the bank promised to give plaintiffs a loan modification, "if and only if plaintiffs complied fully and timely with their obligations under the TPP, including making all payments timely and providing documentation establishing that the financial representations they made to the bank in applying for the TPP were accurate when made and continued to be accurate." **[PLAINTIFF FULLY AND TIMELY COMPLIE WITH EVERY REQUEST; DEFENDANTS INCREASED THE AMOUNT REQUESTED AFTER RECEIVING MY CHECKS!!]** Arias, *supra*, 439 N.J. Super. at 279. Accordingly, because the record clearly established that the plaintiffs had failed to comply with the payment schedule and had not submitted the required financial documentation, the court held that the bank was justified in refusing to give them a loan modification and dismissed the complaint.

Litton Loan gave the Federal Reserve information that was *just not true*. Litton confirmed that I would receive in house modification, over and over. Litton also received 3 checks in the amount they indicated they needed. Litton received the checks again, with an additional amount requested, in October 2009. Proof has been submitted to the State of New Jersey and to the U.S. Department of Justice. In light of this and other false information, Goldman Sachs and Litton Loan were served by me weeks after this letter was written.

Since you were not approved for HAMP, Litton agreed to review your loan for an in-house modification. The process for this non-HAMP modification required you to resubmit a new application and enter into a new trial payment period, pursuant to the notice Litton sent to you on March 16, 2010. According to that notice, to accept the modification you needed to make three trial payments of \$3,333.55 on May 1st, June 1st, and July 1, 2010, respectively, in place of your normal monthly mortgage payments. As of August 9, 2010, Litton had not received any of the trial payments required for the non-HAMP modification; therefore, Litton denied your modification request in its letter to you dated August 9, 2010.

SOURCE: Federal Reserve letter from Adam Dombrow, Examining Officer, retired Williams added Goldman Sachs to Complaint 7/28/11 http://finfix.org/proof/DD/VW_FinalComplt_8-5-11_vw.pdf

Appealed to NJ Banking Commission, SEC, Federal Reserve & others (Ex32: **PROOF** (http://finfix.org/proof/DD/FedReserve_VWvsLitton1.pdf) Ex33: **PROOF** (____) & Ex7: **WITNESSES** (____) p. 159 documentation filed with NJ Superior Court & US DOJ at http://www.finfix.org/proof/VWDS/UPDATE_5-29-15.pdf

MYCASE SETS A PRECEDENT. ARIAS IS NOT SIGNIFICANT HERE.

While the court recognizes the significance of Arias, it being the first published New Jersey case to deal with the contractual status of a loan modification offer, the court does not perceive it to establish that every loan modification agreement will be treated as a unilateral offer rather than a binding contract. Rather, the Arias holding was fact-specific, and was a result of the language in the loan modification agreement. Accordingly, the court will compare the language of the Arias modification agreement with the letters sent to Plaintiff in order to determine whether they should be dismissed as mere contractual offers rather than binding contracts in and of themselves.

Here, the opening sentence of the Litton loan modification agreement letter states, in bold letters, "You may qualify for a modification - a way to make your payment more affordable." The second sentence goes on to state, "*If you qualify; for this modification and comply with the terms of the [enclosed] Workout Plan, we will modify your mortgage loan and you can avoid foreclosure*" (emphasis added). Just from these two opening sentences, it is quite clear to the reader that a loan modification is a possibility, not a certainty. The letter then lists three things the debtor must submit in order to "take advantage of this offer," including: (1) Explain the financial hardship that makes it difficult for you to pay your mortgage loan using the Hardship Affidavit (enclosed); (2) Submit the required documentation of your income; (3) Make timely monthly trial period payments.

LITTON'S VERBAL AND WRITTEN CONFIRMATIONS SUPERCEDE THE MODIFICATION AGREEMENT.

The next page of the letter provides, in capitalized bold letters: "Step 2: LET US KNOW THAT YOU ACCEPT THIS OFFER." The paragraph beneath it informs the debtor to inform Litton no later than June 11, 2009 that they accept the Workout Plan. The third page of the letter informs the debtor on how to accept the offer, which entails submitting to Litton five things, which are identified in list form. The list includes: (1) Two copies of the enclosed Workout Plan signed by all borrowers; (2) Your first month's trial period payment in the amount of \$3,054.83; (3) The enclosed Hardship Affidavit completed and signed by all borrowers; (4) A signed and dated copy of the IRS Form 4506-T (Request for Transcript of Tax Return) for each borrower; (5) Documentation to verify all of the income of each borrower.

The next page of the letter contains information relating to how a loan modification will affect the debtor's current mortgage and their credit. Importantly, at the top of this page, the paragraph entitled, "Workout Plan/Modification Agreement" conveys the fact that the Workout Plan "is the first step." The paragraph explains, "In addition to successfully completing the trial period, you will need to sign and promptly return to us both copies of the Modification Agreement *or your loan can not be modified.*" (emphasis added).

The Loan Workout Plan itself, located on page 6 of the letter sent to Plaintiff, uses markedly similar language to the workout plan at issue in Arias. The opening paragraph states, "If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section I continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement." As with the Arias document, Section 2 of Litton's workout plan clearly states that three payments of \$3,054.83 must be made on July 1, 2009, August 1, 2009 and September 1, 2009.

PAYMENTS WERE MADE IN TIME AND VERIFIED IN THE DOCUMENTS SUBMITTED TO THE NJ SUPERIOR COURT

Immediately below the payment schedule is the exact same notification enumerated in the Arias plan: "TIME IS OF THE ESSENCE" and, below that in paragraph 2F: "if prior to the Modification Effective Date . . . I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, *the Loan Documents will not be modified and this Plan will terminate* (emphasis added). Most importantly, however, is the fact that paragraph 20 uses the same language, verbatim, as the Arias language to notify the debtor that the plan itself is not a loan modification, stating: "I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. *If I further understand and agree that the Servicer will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan.*" (emphasis added).

Clearly, the Litton letter and modification plan sent to Plaintiff on May 28, 2009 is similar, if not nearly identical to, the modification plan at issue in Arias. The second modification offer sent to Plaintiff on September 25, 2009 is the same as the one sent on May 28, 2009. The non-HAMP modification offer has not been submitted to the court, however it appears undisputed that initial payments were necessary under that plan and that Plaintiff did not remit those payments. Accordingly, pursuant to Arias, the two HAMP loan

modification plans sent to Plaintiff were unilateral contract offers that had no binding effect on the parties.

**THESE REASONS ARE REFUTED BY PROOF
SUBMITTED TO THE NJ SUPERIOR COURT IN
NOV. 2015 AND FEBRUARY 2015**

II. The Court Will Not Change its Decision to Deny Summary Judgment on Plaintiffs Breach of Contract and CFA Causes of Action as to Defendant Litton

Defendants' present motion is couched in the assertion that recent New Jersey case law, namely, Arias, supra, compels the dismissal of Plaintiff's remaining claims. As discussed, supra, Arias squarely dealt with whether a loan modification plan, offered to a debtor struggling with their mortgage payments, was merely a unilateral offer or a binding contract in and of itself. The case did not deal with the conduct and representations made by the lender in relation to the offered modification plan. Here, the crux of Plaintiff's breach of contract claim is that she was orally offered and promised a loan modification if she defaulted on her loan by Litton employees she spoke to. In its prior summary judgment Order, the court determined that evidence had been submitted to raise genuine questions of material fact as to whether this conduct created an oral contract. In coming to that conclusion the court pointed to Plaintiff's deposition, wherein she testified that Litton employees orally promised that she would receive a loan modification if she failed to make several payments and testified that Litton employees assured her that if she missed the payments it was a "done deal." Based on this testimony, the court determined that a rational jury could conclude that Litton promised Plaintiff she would receive a modification after she missed her loan

payments. In concluding a genuine question had been raised as to the existence of a contract the court stated, "[a] unilateral contract is accepted, and the promisor is bound, when the promisee renders the performance sought. Here, a jury could properly determine that Plaintiff accepted the contract by missing payments, which would mean that Litton is bound to give Plaintiff a loan modification."

**PLAINTIFF IS ENTITLED TO A JURY TRIAL – THE
JURY SHOULD DECIDE BASED ON THE MERIT OF
THE WITNESSES AND PROOF PRESENTED**

The court also noted that Defendants' underlying summary judgment papers did not address why Litton's oral promises could not form the basis for a contract. Therefore, viewing the evidence in a light most favorable to Plaintiff, the court found Litton's oral promise to be an offer to enter into a unilateral contract. Here, again, Defendants fail to address why Litton's oral promises and Plaintiff's performance in response could not form the basis for a contract, instead solely relying on Arias for the proposition that the modification plan letters sent to plaintiff cannot be considered enforceable contracts for a modification of her loan. As discussed, although the court agrees that the modification plan letters themselves are insufficient to create an enforceable contract, there still exists genuine questions of material fact relating to whether the parties' conduct formed the basis for an enforceable unilateral contract.

For the same reasons, the court will not alter its conclusions made relating to Plaintiff's CFA cause of action. Defendants argue Plaintiff's CFA claim must be dismissed because the sole basis for the claim is the allegation that Defendants

failed to honor their contract to modify her loan, however there was no enforceable contract pursuant to Arias. Therefore, Defendants argue that the uncontroverted evidence clearly shows that Plaintiff was only offered the chance to enroll in a trial modification program and that there is no evidence Defendants misrepresented any terms of the loan workout plan. These arguments are unavailing. First, the court's determination that questions of material fact exist as to Plaintiff's CFA claim was not reliant on its conclusion that an enforceable contract may have existed. Rather, the court determined that evidence had been submitted to question whether Litton had made oral misrepresentations to Plaintiff regarding her loan and how it could be modified. Namely, Plaintiff testified that she was told by Litton that all she had to do was miss several payments and then her loan would be modified. **This representation was proven false by the loan modification plan documents** sent to Plaintiff which required, among other things, additional documentation from Plaintiff that she was not initially aware of and that ultimately made her ineligible for a modification.

**THIS WILL BE PROVEN TRUE BY WITNESS
TESTIMONY**

In sum, viewing the evidence in a light most favorable to Plaintiff: the court concluded that a reasonable jury could properly conclude that Plaintiff has satisfied all three elements of her CFA claim and thus denied Defendants' motion for summary judgment. Defendants have failed to show that this conclusion was based on a palpably incorrect or irrational basis, or it is obvious that the Court

either did not consider, or failed to appreciate the significance of probative, competent evidence. Cummings, supra, 295 N.J. Super. at 384.

Therefore, for the foregoing reasons, the court will again deny summary judgment on Plaintiff's breach of contract and CFA claims as to Defendant Litton.

The court will, however, grant summary judgment as to all of the other named Defendants, namely, HSBC, Fremont Home Loan Trust, Goldman Sachs, Ocwen, Stem & Eisenberg, and Powers Kirn LLC. Plaintiff has failed to show the existence of a genuine question of material fact relating to the involvement of these entities or their liability in this matter. From what has been submitted to the court, it is clear that it was Litton's alleged conduct, alone, that formed the basis for Plaintiff's breach of contract and CFA claims.

**WITNESSES AND PROOF PRESENTED AT TRIAL
WILL PROVE THAT HSBC AND GOLDMAN
SACHS HAVE PIERCED THE CORPORATE VEIL
AND SHOULD BE INCLUDED AS DEFENDANTS**

CONCLUSION

In conclusion, for the foregoing reasons, Defendants' motion to reopen Counts II and III is granted. Defendants' motion for the court to reconsider its prior order and to grant summary judgment on those claims is granted in part and denied in part. Summary judgment is granted as to all Defendants other than Litton. Summary judgment is denied as to Litton.

**PLAINTIFF'S MOTION
FILED FEB. 17, 2016
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WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey DOCKET NO. ESSEX-L-004753-13
U.S. Dept. of Justice Investigation No. 3017165
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THIS COMPLETE DOCUMENT CAN BE DOWLOADED AT

http://www.finfix.org/proof/VWDS/COURT_Motion-to-Amend-Complaint_Feb-2016_forSeiden.pdf

February 17, 2016

Superior Court of New Jersey
Essex Vicinage – Finance Division
Civil Central Processing Unit
Room 131 Veterans Courthouse
50 West Market Street
Newark, NJ 07102

As a show of good faith in their negotiations with the U.S. Dept. of Justice, HSBC and Goldman Sachs should discharge my mortgage and pay for the damages, pain and suffering they have caused me.

Subject: Motion to Amend Complaint for, Case Docket ESSX L – 004753-13

Dear Officers of the Court,

This is my Motion to reinstate my default judgment or, *at the very least*, amend the complaint for Case Docket No. Essex-L-004753-13 by adding charges from my original complaint – **NJ DOCKET NO: ESSEX L-000081-11** – to this complaint and grant my jury trial. If I am forced to spend more time and money on a trial, I should be granted my motion to merge my complaints.

As directed by the Court staff, I have added the following forms to this motion:

- Filing Fee Waiver Request Pages 5 – 8
- Return of Documentation form Page 9
- Form B: Certification of Service Pages 10 – 11
- Form C: Civil Action Order Page 12
- Form A: Court Dates & Discovery End Date & Certification Regarding Attempts to Resolve Page 15
- Form B: Civil Action, Certification In Support of Motion Pages 16 – 17

A copy of this filing has been sent to the defendants' attorney, Mr. Seiden, via U.S. Mail Certified No. **7014 2120 0004 0860 5066** and email. As instructed by the Court, a self-addressed, stamped envelope is enclosed with this submission of the Motion to the Superior Court of New Jersey.

I am proceeding against doctors' advice so that I can prevent the defendants from stealing my property. I have a doctor and nurse who have agreed to attend hearings to assist me. I ask the court to adapt scheduling dates to their schedules.

LAWYERS CONSUMED TIME & MONEY WITHOUT A TRIAL OR MEDIATION

As a result of the defendants' actions, I had to withdraw my complaint and was not healthy enough to reopen it. So I retained Denbeaux and Denbeaux to represent me. They decided to file a new complaint rather than use my complaint. After my funds were exhausted, Denbeaux & Denbeaux withdrew as my attorney. One of their attorneys, Adam Deustch, also co-signed an erroneous document with the defendants' attorney (Discovery Ex-C: [Download](#)). They told me that they would work with Seiden to resolve this matter and we would not need a mediation. Had I not verified what I was told by Denbeaux & Denbeaux and Seiden, I would have lost my case by default. Due to the actions of all attorneys involved, my judgment should be reinstated or I should be allowed to continue my case by adding the charges that I believe are most effective and that I was originally prepared to argue.

MORTGAGE FRAUD DRIVES FORECLOSURES

New Jersey is not #2 in foreclosures nationwide only due to 9/11 and the hit to our economy. I expect that many homeowners had their principal balances unjustly increased as mine was. This is likely

particularly true for Essex County, which has an extraordinarily higher number of residents over 50 years of age with high home equities like me.

In a deposition by my former attorney, an employee of Ocwen and former employee of Litton Loan admitted Litton Loan received mortgage payments that were not recorded. I have proof that my payments were picked up at a Federal Express office rather than delivered to Litton Loan's office.

I recreated the amortizations of each mortgage since I purchased my home in 1983. The amortizations are based upon filings of the mortgage firms with the Essex County Hall of Records and legal documents provided at closings. My amortizations also showed handoffs to each new mortgage firm. This master amortization schedule shows the defendants added \$208,000 to the principal of my mortgage (Discovery Ex3:[PROOF](#)). My home that was purchased for \$88,000 and Fremont only paid a small fraction of the advance.

I have read of at least one precedent in Florida, which ranks #1 in foreclosures in the US, where a homeowner was reportedly awarded \$20M for enduring less than I. I deserve my day in court.

SEC FILINGS REVEAL PRIOR KNOWLEDGE & STEPS TO CONCEAL

Countrywide and Litton Loan were once regarded as the most notorious mortgage servicing companies in the United States. Bank of America acquired Countrywide and spent considerable time and money cleaning up the Countrywide portfolio. Goldman Sachs was advisor to Radian (Proof Hearing Ex. B-23), the company that acquired Enhance Financial Services (Proof Hearing B-21), the company that owned Litton Loan. Litton Loan also passed through other firms (Proof Hearing B-19 & B-20). Litton Loan's public image was turned around but their improper mortgage servicing practices were not. Goldman Sachs later acquired Litton Loan from C-Bass, an affiliate of Radian and MGIC (Proof Hearing Ex. B-29). After I, and surely many others filed legal complaints, Goldman Sachs sold Litton's portfolio off to Ocwen. After Ocwen felt the heat, just a few years later, they sold the portfolio too. This is a disturbing and common trend. **Every company that has originated or serviced my mortgage over the past 33 years is out of business.** One of these firms, Fremont Investment and Loan, was shut down after the US DOJ issued them a cease and desist order (Proof Hearing Ex. B-28). Goldman Sachs gave credibility to Litton Loan which purchased my mortgage twice and, apparently, each time added to the principal! Now Goldman Sachs is only offering to pay \$5B to pay damages, a small pittance of their damages to others and a small fraction of what they are easily able to pay. This is a snapshot of the transaction history that set the stage for the defendants' complicity in erroneous mortgages. I will explain this entire history and process, including the financial tactics and inconsistencies, during trial.

DOCTORS CONFIRM CRITICAL HEALTH CONDITION CAUSED BY DEFENDANTS

Doctors will testify that I was hospitalized for stress and I almost lost my life on several occasions. During one hospitalization, that included days in critical care, many tests were run that ruled out all causes except stress. The stress was imposed by the defendants.

The defendants have engaged at least 5 firms over more than 6 years to silence me. Now they are settling with the Federal government for what they have done to me and other homeowners. I have witnesses who will testify that a foreclosure is certain denial of a security clearance. The defendants duplicitously foreclosed days before my clearance investigation was to have been completed. Having already achieved a favorable result of an investigation that allowed me access to highly classified Federal information (Exhibit A), and having successfully passed the extensive vetting process to become an arbitrator for the Financial Industry Regulatory Authority (FINRA), my clearance was all but *in the bag* when the defendants foreclosed. The clearance was necessary to start a job I had been offered by the U.S. Department of Homeland Security. The offer was

retracted and since that time, I have been denied countless jobs and contracts as my health declined.

STRONG ARMED INVESTIGATIVE TACTICS

There are witnesses listed who threatened by business associates in an attempt to gain confidential information about me. There are others who used subversive tactics in an effort to gather similar information. These and other witnesses will be questioned about confidential medical information that was in the defendants' interrogatories.

Many NJ residents have surely lost their homes to mortgage fraud and other homeowners are still likely to become victims. Chase and Bank of America are among the banks that have paid for some of their damages. HSBC (formerly known as Hong Kong Shanghai Banking Corp.) and Goldman Sachs will be the next to pay. NJ should suspend all foreclosures by these banks until DOJ findings have been made public and reviewed by the NJ Banking Commission and the NJ Attorney General.

PLAINTIFF DESERVES HER JUDGMENT REINSTATED OR HER DAY IN COURT – NOW

I have been trying to get my day in court with these defendants since 2010. More than 6 years later, they have driven me to welfare, ran away my lawyers, caused a relapse in the health condition they caused, and worse. Now I am back to representing myself. Six years is much too long. I am entitled to, and have earned, a quick and speedy trial.

If I had been granted my day in court earlier, the State of New Jersey would have preceded the U.S. Department of Justice (DOJ) in exposing and forcing the defendants to pay damages cause by their actions. I am certainly not the only New Jersey resident with a dog in this fight. Let us move forward with my trial so that I can recover damages and pave the way for others to do the same.

We have the expertise and fortitude in New Jersey to protect ourselves and not have to depend on the Federal government. We can lead; so let's show what we've got. I have. My witnesses will testify how I have been driven from prosperity to welfare, and worse, by these defendants. The details will be validated by my witnesses. We need to demonstrate the wisdom and courage to stand up for ourselves at the State and Local levels. ***We are Jersey Strong.***

The Discovery document (750 pages) filed for CASE [NJ DOCKET NO. ESSEX-L-004753-13](#) on November 16, 2014 and the Motion for Proof Hearing (201 pages) filed on Feb. 20, 2015 provide proof and corroboration for claims made in Case [NJ DOCKET NO. ESSEX-L-004753-13](#) and Case [NJ DOCKET NO: ESSEX L-000081-11](#). They should be considered part of this Filing. In addition to the court submission, these documents can be downloaded at http://finfix.org/proof/DD/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf and http://finfix.org/proof/DD/VW_FinalComplt_8-5-11_vw.pdf, respectively. The Discovery document can be downloaded at http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf and the Motion for Proof hearing can be downloaded at http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf. These documents were included in the document I submitted to the US Department of Justice. **The DOJ submission is 1,136 pages and can be downloaded at http://www.finfix.org/proof/VWDS/UPDATE_5-29-15.pdf.** This document contains proof for this motion. I do not have the money to print this entire document so I request that you download it. A summary of these documents is provided below:

**PLAINTIFF'S MOTION
FILED FEB. 17, 2016
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WILLIAMS vs. HSBC, GOLDMAN SACHS, OCWEN, et. al.
Superior Court of New Jersey DOCKET NO. ESSEX-L-004753-13
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DOCUMENT	HYPERLINK ADDRESS
Discovery Summary with Hyperlinks (4 pages)	http://finfix.org/proof/Discovery_NJ-DOCKET-NO.-ESSEX-L-004753-13_SUMMARY.docx
Discovery with Hyperlinks attached (750 pages)	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
Motion for Proof Hearing (201 pages)	http://www.finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
US Dept. of Justice Submission (1,136 pages)	http://www.finfix.org/proof/VWDS/UPDATE_5-29-15.pdf
Complaint: NJ Docket No. ESSEX L-000081-11 (73 pages)	http://www.finfix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
Complaint: NJ Docket No. ESSEX L-004753-13 (73 pages)	http://www.finfix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf

I shall continue to represent myself and also continue to search for an attorney that will accept this case on contingency. I can be reached at:

Mail: P.O. Box
South Orange, NJ 07079-0978
Phone: 202-486-4565

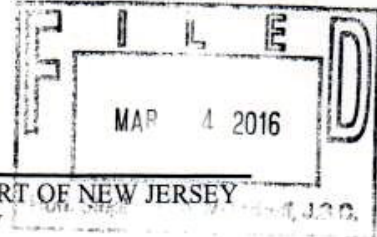
To receive a digital copy of this Motion for Proof Hearing and the Discovery document submitted to the Court for this case, simply send an email to BankFraud@FinFix.org and you will receive an email with links to condensed and full copies of each document.

Sincerely,

Veronica Williams
Plaintiff & Owner of 541 Scotland Road since 1983

cc: Judge Stephanie Ann Mitterhorf Pages
Michelle M. Smith, Esq., Clerk, Office of the Superior Court Clerk
S. Seiden, Duane Morris LLP, Pages
Office of the Attorney General of the United States, Investigation No. 3017165
Federal Mortgage Working Group

**JUDGE MITTERHOFF'S
ORDER ON PLAINTIFF'S
MOTION FILED FEB. 17, 2016**



Veronica Williams, Pro Se

VERONICA WILLIAMS	: SUPERIOR COURT OF NEW JERSEY
Plaintiff,	: ESSEX COUNTY
	: LAW DIVISION
vs.	: DOCKET NO. L-000081-11 L-4753-13
LITTON LOAN SERVICING L.P.	: CIVIL ACTION
	: ORDER
Defendant.	:

THIS MATTER having been brought before the Court by Plaintiff, Veronica Williams AND the Court having considered the moving papers and for other good cause shown,

IT IS ORDERED on this 4th day of March

2011 that the Plaintiff's Motion to Amend the Complaint is ~~GRANTED~~ partially granted.

Ordered: Plaintiff is permitted to amend to include the following Causes of action against Litton

Stephanie A. Mitterhoff, J.S.C.

Hon. Stephanie A. Mitterhoff, J.S.C.

only: Common Law Fraud, Negligent Misrepresentation, Bad Faith and Tortious Interference with Contract.

Further Ordered: 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.

**EXCERPTS FROM TIMELINE
(Complete, Updated Timeline Will
Be Presented at Trial)**

**EXCERPTS FROM TIMELINE:
(Complete, Updated Timeline Will Be Presented at Trial)**

LONGEVITY NO LONGER EQUATES TO INTEGRITY FOR LONG ESTABLISHED FINANCIAL INSTITUTIONS		
1850 – 1938	<ul style="list-style-type: none"> ● Marine Midland Bank founded 7-10-1850 (Ex B-1: Wikipedia) 	
	<ul style="list-style-type: none"> ● The Hongkong and Shanghai Banking Corporation (HSBC) was established 3-3-1865 in Hong Kong, China (Ex-B-2: Cited) HSBC Bank USA, N.A. CIK#: 0001582152 (Ex-B-3: first SEC filing date 7-23-13) 	
	<ul style="list-style-type: none"> ● Goldman Sachs was established in 1869 http://www.goldmansachs.com/who-we-are/at-a-glance/ 	
	<ul style="list-style-type: none"> ● Ocwen Federal Bank established 12-2-1938 (Ex-B-4: FDIC Certificate #: 30028) 	
DEFENDANTS CREATE A TANGLED WEB		
1985 - 2011	<ul style="list-style-type: none"> ● Enhance Financial Services established in 1985 (Ex-B-6: CIK# 0000881889 & About). Enhanced Financial Services first SEC filing 2-17-99 (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition) 	
	<ul style="list-style-type: none"> ● HSBC extended 51% share to full ownership of Marine Midland Bank in 1987 (Ex-B-7: Cited) 	
	<ul style="list-style-type: none"> ● Ocwen established Feb. 1988 (Ex-B-8: About, CIK# 0000873860) SEC S-1 Registration Filed -6-4-96 	
	<ul style="list-style-type: none"> ● Litton Loan established in 1988 (Ex-B-9: Profile) 	
	<ul style="list-style-type: none"> ● ENHANCE FINANCIAL SERVICES GROUP INC first SEC filing on 2-8-1995 (Ex-B-10: CIK#: 0000881889 Ex-B-6: first SEC filing date) ♦ Enhanced Financial Services Group Inc. SEC filing 2-17-1999 [Amend]Statement of acquisition (Ex-B-16: CUSIP No. 0000881889; Statement of Acquisition) 	
	<ul style="list-style-type: none"> ● C-Bass established in 1996 & partially funded by Enhance Financial Services Group Inc., which owned Litton Loan Servicing LP; When did Enhanced Financial Services buy Litton Loan? (Ex-B-11: SEC Filing) (Ex-B-11: SEC Filing) (Ex-B-12: Money Trail); SEC on 1-12-2001 shows Litton Loan a subsidiary of Enhance Financial & affiliate of C-Bass (Ex-B-11: SEC Filing) C-BASS-MGIC sold Litton Loan to Radian in 2001 	
	<ul style="list-style-type: none"> ● C-Bass was formed in 1996 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. 	
	<ul style="list-style-type: none"> ● HSBC acquired (Ex-B-14: SEC listing) Marine Midland Bank (Ex-B-14: CIK# 0000062346) on 2-16-1999 HSBC USA INC Ex-B-15: CIK#: 0000062348 & 6-2-1996 SEC Filing 	

	<ul style="list-style-type: none"> ● Republic National Bank on 7-27-1999 made initial SEC filing (Ex-B-17: CIK# 0000315053) http://www.sec.gov/about/forms/form31.pdf HSBC Bank formerly Republic National Bank (last SEC filing on 1-22-2001) HSBC BANK USA (Ex-B-24: CIK#: 0000315053 last SEC filing 	
	<ul style="list-style-type: none"> ● Effective December 31, 1999, HSBC BANK USA was merged into Republic National Bank of New York (SEC filing) 	
	<ul style="list-style-type: none"> ● C-Bass sells Litton Loan on 11-1-2000 (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. C-BASS CAPITAL LLC first SEC filing 2-26-2002 (Ex-B-22: CIK#: 0001038155 formerly: HEMLOCK CAPITAL LLC first SEC filing) 	
	<ul style="list-style-type: none"> ● Radian acquires Enhanced Financial Services on 11-14-2000 (Ex-B-21: PressRelease). Goldman Sachs advised Radian on acquisition of Enhanced Financial Services as filed with SEC on 12-27-2000 (Ex-B-23: SEC filing) 	
	<ul style="list-style-type: none"> ● C-Bass sells Litton Loan to Goldman Sachs on 12-11-07 (Ex-B-29: Article) 	
PLAINTIFF ADVISES FEDERAL GOVERNMENT ON FRAUDULENT ACTIONS BY DEFENDANTS		
2011 – 2015	<ul style="list-style-type: none"> ● 2011 Plaintiff advises Federal Departments and Agencies of Defendants' actions including the Securities and Exchange Commission (SEC), Dept. of the Treasury, Consumer Financial Protection Bureau (CFPB) and the Dept. of Justice (DOJ) 	
	<ul style="list-style-type: none"> ● Plaintiff filed legal complaint 8-5-11 NJ DOCKET NO: L-000081-11. 	
	<ul style="list-style-type: none"> ● 2012 Federal Mortgage Working Group was formed in 2012. Their first legal action was taken on Tuesday, October 2, 2012 _____ & _____ & http://www.stopfraud.gov/leadership.html 	http://www.stopfraud.gov/leadership.html
	<ul style="list-style-type: none"> ● 2012-13 Plaintiff hospitalized three times for stress related illness 	
	<ul style="list-style-type: none"> ● 4-25-13 Plaintiff retained Denbeaux & Denbeaux on 4-25-13 	
	<ul style="list-style-type: none"> ● Plaintiff's new attorney filed new legal complaint 6-7-13 NJ DOCKET NO. ESSEX-L-004753-13 	
	<ul style="list-style-type: none"> ● Sept. 2014 Denbeaux & Denbeaux, Plaintiff's attorney, withdrew 	
	<ul style="list-style-type: none"> ● Plaintiff proceeded per se and awarded judgement November 2014 	
	<ul style="list-style-type: none"> ● Discovery filed by Plaintiff per se on November 2014 (summary: 4 pages) with links to documents 	http://finfix.org/proof/DD/Discovery_NJ-Case-ESSEX-L-004753-13.docx
	<ul style="list-style-type: none"> ● Discovery filed by Plaintiff per se on November 2014 (full document: 750 pages) contains all documents 	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
	<ul style="list-style-type: none"> ● Judge Mitterhoff bars Plaintiff from Jan. 15, 2015 hearing 	
	<ul style="list-style-type: none"> ● Plaintiff per se Motion for Proof Hearing to recover damages filed February 2015 (summary: 4 pages) with links to documents 	http://finfix.org/proof/DD/Discovery_SUMMARY.docx
	<ul style="list-style-type: none"> ● Plaintiff per se Motion for Proof Hearing to recover damages filed February 2015 February 20, 2015 (full motion: 205 pages) 	http://finfix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf

AS DEFENDANTS DISPOSE OF ASSETS AND NEGOTIATE SETTLEMENTS WITH THE US DEPT OF JUSTICE, THEY INCREASE EFFORTS TO DISMISS PLAINTIFF’S ACTION

2015 – 4/27/16	<ul style="list-style-type: none"> ● Ocwen sells mortgage rights March 7, 2015 	Selling \$45B mortgage rights Ocwen sells \$45B mortgage rights
	<ul style="list-style-type: none"> ● Letters sent to all Defendants’ Board Members or Partners of all March 23 - April 9, 2015 	Available upon request
	<ul style="list-style-type: none"> ● Request sent to DOJ to open investigation April 8, 2015 	http://www.fifix.org/COURT_US-AG_HELP_4-5-15_Redacted.pdf
	<ul style="list-style-type: none"> ● US DOJ opens investigation April 23, 2015 	http://www.fifix.org/UPDATE_5-29-15.pdf
	<ul style="list-style-type: none"> ● Ocwen sells mortgage rights April 24, 2015 	Selling \$89B mortgage rights Why Ocwen Unloads \$89B Portfolio
	<ul style="list-style-type: none"> ● HSBC reaches settlement with DOJ Feb. 5, 2016 HSBC settled Friday, February 5, 2016 Agreement 66 pages 	https://www.justice.gov/opa/pr/justice-department-reaches-470-million-joint-state-federal-settlement-hsbc-address-mortgage
	<ul style="list-style-type: none"> ● Judge Mitterhoff holds hearing on Feb. 19, 2016 in response to defendants’ motion. Awards per se Plaintiff 1 count for 1 defendant. 	
	<ul style="list-style-type: none"> ● Judge Mitterhoff does not hold hearing in response to Plaintiff’s motion but makes decision 3-4-16 based on limited understanding of summarized information 	
	<ul style="list-style-type: none"> ● Goldman Sachs reaches settlement with DOJ April 11, 2016 Goldman Sachs settled for \$5.1B Monday, April 11, 2016 Agreement 18 pages 	https://www.justice.gov/opa/pr/goldman-sachs-agrees-pay-more-5-billion-connection-its-sale-residential-mortgage-backed
	<ul style="list-style-type: none"> ● Plaintiff files Appeal with Appellate Division of NJ Superior Court on March 10, 2016 	
	<ul style="list-style-type: none"> ● Plaintiff files amendment to Appeal with Appellate Division of NJ Superior Court on April 27, 2016 	
<ul style="list-style-type: none"> ● XXXXX 		

SOURCES INCLUDE: www.Justice.gov, Discovery document, Proof Hearing document, DOJ submission, Email update to DOJ about Ocwen’s recent activities: a **US DOJ ID Number 3017165 – UPDATE**
http://www.fifix.org/proof/VWDS/COURT_US-AG_HELP_UPD_EMAIL_8-31-15.docx
 C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\US_AG_Update\COURT_US-AG_HELP_UPD_EMAIL_8-31-15.docx

ADDITIONAL SUPPORTING DOCUMENTS			
NAME	DATE	NO. PAGES	LINK
Plaintiff's Appeal	March 15, 2016	1,386 (46 + 1,340)	http://www.fifix.org/proof/VWDS/COURT_Judge-Mitterhorf-Decision-Hearing-Feb-12_6690161_1_VW-Response-SHARED.pdf
Judge Mitterhoff's Decision on Plaintiff's Motion	March 2016	1	http://www.fifix.org/proof/VWDS/COURT_Judge-Mitterhorf-Decision-No-Hearing-Plaintiff-Motion-Feb-17-2016.pdf
Plaintiff's Motion Feb. 17, 2016	Feb. 17, 2016	101	http://www.fifix.org/proof/VWDS/COURT_Motion-to-Amend-Complaint_Feb-2016_forSeiden.pdf
Judge Mitterhoff's Decision on Defendants' Motion – Feb. 19, 2016 Hearing	Feb. 19, 2016	14	http://www.fifix.org/proof/VWDS/COURT_Judge-Mitterhorf-Decision-Hearing-Feb-12_6690161_1.pdf
Discovery document	Nov. 2014	750	http://finfix.org/proof/DD/Discovery-Documents_ALL_11-18-14.pdf
Proof Hearing Motion	Feb. 2016	201	http://www.fifix.org/proof/DD/Motion-for-Proof-Hearing_SHARED.pdf
US Dept. of Justice submission	May 2015	1,136	http://www.fifix.org/proof/VWDS/UPDATE_5-29-15.pdf
Complaint ESSEX-L-004753-13	June 7, 2013	15	http://www.fifix.org/proof/VWDS/VW_vs_GS-et-al_To_Court-CIS_and_Complaint.pdf
Complaint ESSEX L-000081-11	July 28, 2011	73	http://www.fifix.org/proof/VWDS/VW_FinalComplt_8-5-11_vw.pdf
HSBC Settlement Agreement with US DOJ	Feb. 5, 2016	66	https://www.justice.gov/opa/file/822931/download DOJ_HSBC_consent_judgment_2-2-16_HL.pdf
Goldman Sachs Settlement Agreement with US DOJ	April 11, 2016	18	https://www.justice.gov/opa/file/839891/download DOJ_GS_settlement_agreement_4-11-16_HL.pdf

DOCUMENTS IN CASE FILE AT ESSEX COUNTY HALL OF RECORDS as of 4/19/16			
DOCUMENT TITLE	DATE ENTERED INTO COURT FILE	NUMBER OF PAGES COPIED	NUMBER OF PAGES TOTAL
Complaint by Plaintiff	6/11/13	2	13
Judge Cocchia – Track Assignment	6/12/13	1	1
Affidavit of Service – Ocwen-Litton Loan & Goldman Sachs	9/11/13	1	5
HSBC Service, Affidavit	9/19/13	1	1
Stern & Eisenberg	9/25/13	1	
Affidavit of Service – Powers Kirn	10/7/13	1	1
Request to Enter Default – Ocwen	10/24/13	4	4
Request to Enter Default – HSBC	10/24/13	2	4
Request to Enter Default – Fremont	10/24/13	0	4
Agency Affidavit – Service on Goldman Sachs	10/24/13	1	1
Answer-from-Defendant	11/4/13	2	13
Order by Randall Chiocca Dismissing Goldman Sachs as defendant	11/22/13	11	23
Order by Randall Chiocca Dismissing Stern & Eisenberg as defendant	11/22/13	4	6
Order by Randall Chiocca Dismissing Powers Kirn as defendant	11/22/13	1	4
Order by Randall Chiocca Denied Imposing Sanctions against Plaintiff	11/22/13	4	6
MISSING: Motion for Proof Hearing submitted by Plaintiff (redacted copy) – Judge Mitterhoff ruled on this 3/20/15. Proof of Delivery on Page 57	2/20/14	NA	NA
Denbeaux Substituted as Counsel – 2/8/14 Letter to Court	2/9/14	4	4
Answer to Complaint from Duane Morris	3/4/14	3	17
Stipulation Extending Discovery & Adjourning Trial	10/14/14	1	1
Discovery Document-pg1 (last pg Exhibit 55 title page)	11/17/14	1	About 2”
Order by Judge Mitterhoff _____Order_1-23-15.pdf	1/23/15	8	13

DOCUMENTS IN CASE FILE AT ESSEX COUNTY HALL OF RECORDS as of 4/19/16			
DOCUMENT TITLE	DATE ENTERED INTO COURT FILE	NUMBER OF PAGES COPIED	NUMBER OF PAGES TOTAL
Filing Fee Waiver Request 2/23/15	2/23/15	1	1
Plaintiff cannot attend Case Mgmt. – 3/18/15 & 3/24/15 letters & memo	3/18/15	3	14
Mitterhoff Denied Plaintiff's Motion for Proof Hearing	3/20/15	2	2
MISSING: Letter to US Attorney General dated 2/22/16 http://www.fifix.org/UPDATE_2-22-16.pdf	NA	2	2
Plaintiff Cannot Attend Case Conference March 16, 2015	3/23/15	1	6
Plaintiff 2-pg Letter to US Attorney General dated 4/8/15 DOWNLOAD	4/13/15	0	2
Order by Judge Mitterhoff _____ 2-19-16.pdf	2/19/16	4	4
Notice of Defendants Motion to Reopen FULL DOCUMENT MISSING: Plaintiff's copy 345 pages <small>C:\CriticalFiles\CURRENT_Post2010\Veronica Williams\Legal_Prepaid\Case_LittonLoan\ Court_NJ-Williams\Motion-for-Summary-Judgment-filed-by-Seiden.pdf</small>	1/22/16	2	
MISSING: MOTION FILED BY PLAINTIFF FEB. 17, 2016 http://www.fifix.org/proof/VWDS/COURT_Motion-to-Amend-Complaint_Feb-2016_forSeiden.pdf	2/17/16		
MISSING: JUDGE MITTERHOFF'S ORDER ON DEFENDANT'S MOTION 14 pgs.	2/19/16		
MISSING: PLAINTIFF'S UPDATE TO US ATTORNEY GENERAL 2pgs. http://www.fifix.org/UPDATE_2-22-16.pdf	1/22/16		
MISSING: DEFENDANTS' RESPONSE TO MOTION FILED BY PLAINTIFF FEB. 17, 2016 <small>http://www.fifix.org/proof/VWDS/COURT_Judge.Mitterhoff.VW-Response-to-Opposition-Brief-to-Motion-to-Amend-Williams-As%20filed-recvd_2-24-16.pdf</small>	2/23/16		
MISSING: PLAINTIFF'S RESPONSE to Defendants' Opposition to Feb. 17, 2016 http://www.fifix.org/proof/VWDS/COURT_Motion-to-Amend-Complaint_Response-to-Opposition_Feb-2016.pdf	2/24/16		
Order Judge Mitterhoff _____ 3-4-16.pdf	3/4/16	2	2
Plaintiff fax requesting hearing transcript	3/7/16	0	2
MISSING: Filing Fee Waiver Request 3/9/16	3/9/16	1	
TOTAL		73	154

Proof that the 2/20/14 Motion for Proof Hearing was submitted is provided on the next page. Additional proof about missing documents is available.

PROOF OF DELIVERY OF MOTION FOR PROOF HEARING


fedex.com | Ship | Track | Manage | Learn | Office/Print Services

Your package has been delivered

Tracking # 772961099011

Ship (P/U) date: Friday, 2/20/15	Delivery date: Monday, 2/23/15 9:44 AM
--------------------------------------------	--------------------------------------------------

ACT, Inc. NJ Office Adm V
Williams
ACT INC
SOUTH ORANGE, NJ 07079
US



Delores Pellegrino
Superior Court of New Jersey
50 West Market Street Room
131-Civil Central Proc Unit
NEWARK, NJ 07102
US

Shipment Facts

Our records indicate that the following package has been delivered.

Tracking number:	772961099011
Status:	Delivered: 02/23/2015 09:44 AM Signed for By: C.JACKSON
Reference:	Motion for Proof Hearing
Signed for by:	C.JACKSON
Delivery location:	NEWARK, NJ
Delivered to:	Receptionist/Front Desk
Service type:	FedEx Priority Overnight
Packaging type:	FedEx Envelope
Number of pieces:	1
Weight:	0.50 lb.
Special handling/Services:	Adult Signature Required Deliver Weekday

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All weights are estimated.