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# UNITED STATES COURT OF APPEALS THIRD DISTRICT

VERONICA A. WILLIAMS,

Appellant, Pro Se

v.

LITTON MORTGAGE SERVICING LP (PARENT OF LITTON LOAN SERVICING LP); HSBC BANK USA, N.A.; GOLDMAN SACHS GROUP; FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C; OCWEN FINANCIAL CORPORATION; STERN & EISENBERG, PC; THE STATE OF NEW JERSEY

Defendants

UNITED STATES COURT OF APPEALS

Civ. No. 19-1032

ADDITIONAL INFO AVAILABLE FOLLOW-UP TO 5/13/19 FILING

(THIS IS NOT A BRIEFING DOCUMENT)

**REFERRED BY:** 

U.S. District Court of NJ Case 2:16-cy-05301-ES-

FOR PROBLEMS WITH:

NJ Case Docket No. F – 000839-13

NJ Case Docket No. ESSX L – 004753-13

NJ Case Docket No. ESSX L - 000081-11

# ADDITIONAL INFORMATION SUPPORTS HEARING CASE IN FEDERAL COURT Follow-up to May 13, 2019 Filing with U.S. Court of Appeals

This filing documents my experience with the NJ Court on May 10, 2019. I reserve my opinion of individuals; I do criticize the process. I have additional evidence that further confirms why my case must be held in Federal Court. I can prepare and send it to the U.S. Court of Appeals or submit it during Discovery. If I do not receive a response I shall present it during Discovery.

I continue my effort to work towards resolution. Currently my only recourse appears to be with approval from the U.S. Court of Appeals to proceed to trial. Discovery will be extremely revealing and clarify case complexities. Interrogatories for all witnesses have been prepared.

With patience, I pray the Court allows me to proceed.

Respectfully submitted,

Veronica A. Williams Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

StopFraud@vawilliams.com

(202) 486-4565

**PREPARED May 11, 2019** 

Filed June 6, 2019

DISTANCE

**NJ COURT:** 

5 min. walk

**528** feet

NOTICE:

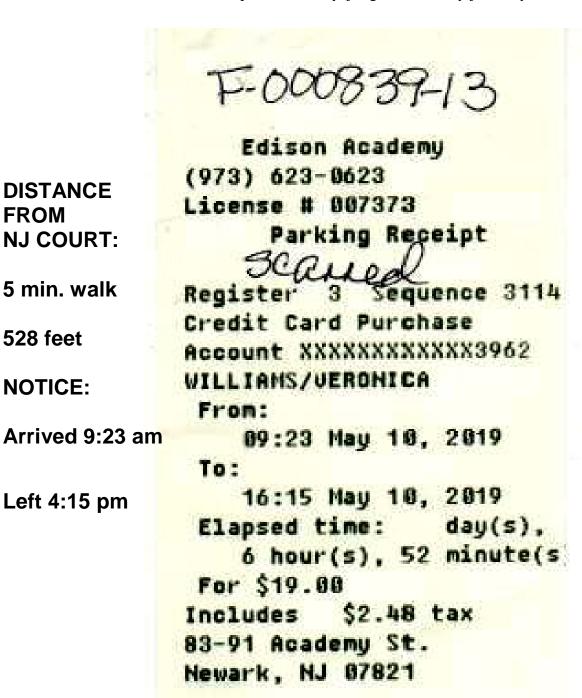
FROM

# **ATTACHMENT I – Parking Receipt for May 10<sup>th</sup> Hearing**

LOCATION: 83 Academy St, Newark, NJ 07102-1711 https://www.parkfast.com/rutgers-parking

DESTINATION: 212 Washington St. Newark, NJ 07102-2904

http://essexcountynj.org/essex-county-judiciary/



# **ATTACHMENT I – Recap of May 10, 2019 Hearing**

I was disappointed with Judge Orsen's decision, particularly since there is so much overwhelming evidence confirming that the mortgage is fraudulent. My testimony, the amortizations submitted and the document presented from Fremont all prove that my mortgage was \$38K NOT the \$291,418.35 on the fraud agreement. Additionally, the interest rate and terms are different than the agreement I signed.

Judge Orsen did give me ample opportunity to present my position. I thought we were in one accord that the Brief that I filed proved that the mortgage filed was not the agreement that I signed. The hearing lasted over 2 hours and all testimony and documents filed were clear.

With lightning speed, returned with a decision packed with case references that started with a statement that ignored multiple pieces of evidence in my brief and reiterated by me during the 3 hour hearing.

Judge Orsen's opinion began with the statement that: Williams signed a \$291,418.35 agreement .... The full, accurate statement is available from the Court. I presented evidence that the mortgage was \$38K. The agreement that I signed vs. the fraudulent agreement are compared in the chart below:

MORTGAGE	SIGNED AND AGREED TO	FRAUDULENT
PRINCIPAL	\$38,399.67	\$291,418.36
INTEREST	7.25%	11.55%
TYPE	Firm Fixed	Adjustable
SOLIDCE: Several decuments referenced in CLICK HEDE		

SOURCE: Several documents referenced in <a href="CLICK HERE">CLICK HERE</a>
C\CriticalFiles\CURRENT\_Post2010\Veronica Williams\Legal\_Prepaid\Case\_LittonLoan\Financial-Injury\_5-31-18.xlsx

Mortgage History referenced in CLICK HERE

### I DID NOT SIGN THE MORTGAGE AGREEMENT INCLUDED IN THE FORECLOSURE FILE.

Moreover, there was not enough equity in my property to support the \$256, 018.68 cash out documented in the mortgage in the foreclosure file. The interest rate was at least triple going interest rates at that time. Evidence filed identifies several reasons that the mortgage in the foreclosure file is illegal.

To be honest, I do not know if Judge Orsen ruled because he did not believe the evidence I presented or, because reviewing the complete case documentation posed an undue burden to the NJ Court given the scope and nature of the illegal acts.

Mr. Seiden eliminated the possibility to appeal due to his physical absence because he made it quite clear that his objection to presenting the documents that I had prepared was based on legal grounds, NOT because he was not physically at the hearing to see them. Since I am not an attorney, I do not know if and how I can create another opportunity to explain why the information that I have is undeniable proof that the mortgage is fraudulent. The former employees that will support my proof are in California and New York. Most witnesses want the cover of a subpoena to protect them. I believe that will require power and money that neither the State of New Jersey nor I have.

# DEFENDANT DISAGREES WIDELY EMBRACED AND COMMON RATIONALE THAT CONTRIBUTES TO DECISION, AND DISAGREES WITH DECISION

Judge Orsen, and other Judges, seem to believe that not making mortgage payments is reason to grant foreclosures. The numbers do not always support that reasoning. In my case, it would require at least 24 years for tax and insurance payments to equal the illegal amount added to the principal of my mortgage (see <a href="Spreadsheet">Spreadsheet</a>). This does not include, however, the extreme costs added by the outrageously inflated interest rate (11.55% vs. 7.25%) and the costs for an adjustable rate vs. the fixed rate. I agreed to and signed a 7.25% fixed interest rate mortgage. These factors added costs would add another 10 years or more to the recovery time. Worse, the costs that I have incurred from the illegal foreclosure on my credit and public records escalate the payback to over 43 years, as well as into future lifetimes. A legal decision based on financial numbers *should be supported by the numbers*. In my case, neither the financial numbers nor the facts support the mortgage or the foreclosure.

It is up to industry professionals and citizens to provide Judges with the training and tools to enable them to make just decisions. Judges, understandably, want to err on the side of the established institutions if they do not understand the evidence and numbers presented to them.

The Plaintiff in my foreclosure case (F-000830-13) and many of the Defendants in my fraud case (US Court of Appeals 19-1032) are members of, and comply with regulations and protocols of, an established financial Authority. These include providing at least 10 days' notice before cancelling or changing a scheduled hearing, waiting more than 20 minutes for parties to join in telephonic hearings,

and waiting more than 40 minutes for parties to show up at in person hearings. The NJ Court rescheduled my hearing with about 15 hours' notice, and forced me to wait an additional 3 ½ hours after the hearing time had been moved ahead. I learned that the hearing was delayed when I called the NJ Court to confirm the location and Judge assigned. I learned that a different Judge was assigned and, when transferred to the Judge's office I was told that the hearing had been moved up from 9:00 am to 10:00 am.

The next day (~15 hours later), I was at the Court over 6 hours for a hearing that lasted a little over 2 hours! Worse, the Plaintiff's attorney was allowed to participate telephonically, while I was denied that opportunity. As I watched several parties arrive, attend their hearings and leave, I repeatedly asked when I would be called for my hearing.

When employees insisted that I was not waiting since 9:36 am, the two Court Officers came to my defense showing them the sign in sheet with my signature. The employees realized I was telling the truth. A Court employee told me after 12:00 pm that she would ask the Judge to hear my case. Once I was finally told that Judge Orsen would hear my case, I was only given 23 minutes to go and purchase, then eat lunch after waiting over almost 4 hours!

Judge Orsen was gracious and courteous to me. I thanked the Court for the opportunity to appear at the beginning of the hearing. To his credit, Judge Orsen asked astute probative questions that uncovered evidence that had been submitted to the NJ Superior Court years earlier. I did not know that documents already filed with the Court had to be refiled in advance of the hearing for my Motion. I did not have the documents that Judge Orsen asked for with me at the hearing. The law that the Plaintiff's attorney cited prevented that information from being considered.

When I saw Judge Orsen after he finished the hearing after mine, I thanked him for conducting himself professionally. The fact remains, nonetheless, that rather than issue a default judgement approving my Motion the Court *bent over backwards* for the attorney paid by HSBC and supported by Goldman Sachs and Ocwen. Judge Orsen was courteous in his demeanor; the procedures employed, however, were disrespectful and demeaning. *I do not believe Judge Orsen and his staff consciously saw the process as disrespectful*. So I restrained my anger and remained courteous despite my frustration and the insults I fielded.

The NJ Courts finally gave me an opportunity to be heard. Judge Orsen allowing me to present my brief has restored some of my belief in NJ Courts. My case includes acts that were committed coast to coast, and acts that violate Federal laws. Given the scope and nature of these acts, my case must be heard in Federal Court to properly litigate this action and receive a fair and just verdict.

NOTE: Names of Employees Have Been Withheld

## UNITED STATES COURT OF APPEALS THIRD DISTRICT

VERONICA A. WILLIAMS,

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V.

LITTON LOAN SERVICING, HSBC BANK USA, N.A.; GOLDMAN SACHS GROUP; FREMONT HOME LOAN TRUST 2006-C MORTGAGE-BACKED CERTIFICATES, SERIES 2006-C; OCWEN FINANCIAL CORPORATION; STERN & EISENBERG, PC; THE STATE OF NEW JERSEY

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NJ Case Docket No. ESSX L – 000081-11

## **CERTIFICATION OF SERVICE**

I, Veronica Williams, certify that on this 13<sup>th</sup> day of May 2019, a true and correct copy of this document will be sent to the parties via the method and as addressed below:

Via Email	Via Email	Via U.S. Mail	
Stuart I. Seiden, Associate	Steven Keith Eisenberg, Esq	Attorney General for the State of NJ	
Brett Messinger, Partner	Attorney for Stern & Eisenberg	•	
Attorney for Litton Loan			
Servicing, HSBC Bank USA,			
Goldman Sachs, Ocwen,		Mr. Gurbir S. Grewal	
Fremont Home Loan trust 2006-C		Attorney General	
Mortgage-Backed Certificates		Office of The Attorney General	
Series 2006-C	Senior Partner	The State of New Jersey	
	Stern & Eisenberg, PC	Richard J. Hughes Justice Complex	
Duane Morris LLP	1581 Main Street, Suite 200	(HJC)	
30 South 17th Street	Warrington, PA 18976	25 Market Street	
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Respectfully submitted,

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PREPARED May 11, 2019

Filed June 6, 2019