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**UNITED STATES COURT OF APPEALS
THIRD DISTRICT**

<p>VERONICA A. WILLIAMS,</p> <p style="text-align: center;">Appellant, Pro Se</p> <p style="text-align: center;">v.</p> <p>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</p> <p style="text-align: center;">Defendants</p>	<p style="text-align: center;">UNITED STATES COURT OF APPEALS</p> <p style="text-align: center;">Civ. No. 19-1032</p> <p style="text-align: center;">FEEDBACK ON US DISTRICT COURT OPINION (FILING #116)</p> <p style="text-align: center;">(THIS IS NOT A BRIEFING DOCUMENT)</p> <p>REFERRED BY: U.S. District Court of NJ Case 2:16-cv-05301-ES-</p> <p>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</p>
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**FEEDBACK ON US DISTRICT COURT OPINION (CASE 2:16-05301 FILING #116)
RESPONSE TO COURT LETTER DATED MARCH 14, 2019, RECEIVED MARCH 27, 2019**

Why My Case Must Be Heard

With all due respect to the U.S. District Court and the U.S. Court of Appeals, to dismiss my case would be rewarding the Defendants and others for contributing to or supporting extensive fraud. This is all evidenced in the case filings and will be further substantiated by witness testimony as well as by additional evidence that I can present to the Court in person. We must maintain the integrity of our financial and legal institutions.

To clarify, I shall add *INSERTS* to the Opinion. On page 2 of the Opinion, Section I. A., I add this *INSERT*: “*After proving that Litton Loan failed to record my mortgage payments, I took immediate action.*” After the next sentence ending in “servicer for her mortgage”, I add this *INSERT*: **When I fled Litton Loan’s predatory actions and refinanced with Fremont, Fremont created a fraudulent mortgage. The amount of their first bill bore that out so I challenged them. Fremont sent me a copy of the mortgage that I signed BUT IT HAD NO SIGNATURES. I stopped paying to avoid corroborating their “errors” but the Federal Deposit Insurance Corporation (FDIC) put them out of business before they fixed their error. This is supported by evidence presented. It will be further corroborated by the testimony of multiple witnesses.**

I shall clarify the last sentence that begins on page 2 of the Opinion, Section I. A.

Understanding the essence of this case requires understanding the structure of financial amortizations and operational processes. My claim does not “center solely around Defendants’ forthcoming promises and affirmations”. Rather, **the nucleus of my case is the fraudulent mortgage. The mortgage agreement that was not on file with the State of NJ when the foreclosure was first granted in 2009, IS NOT the document that I agreed to with the Fremont Branch Manager and that was confirmed by Fremont headquarters days later. The financial changes and effects of the fraudulent mortgage are glaring and enormous. This is well documented in the case filings. The evidence explains and quantifies this. Witnesses include people responsible for – wittingly and unwittingly – and who are aware of the process of deception.**

Next, after the first full sentence on page 3 of the Opinion, Section I. A., I add this *INSERT*: **When I shared the truth about his clients’ requirements, the Defendants’ attorney became visibly euphoric. I explained to him that as an active participant in the financial services industry. I learned in the early 1980’s that a 3 month delay is a common requirement by banks and mortgage administrators to process a modification. So I followed their instructions and saved the payment to make them later. Knowing that Goldman Sachs had assumed a sizable portfolio fraught with risk due to fraudulent and improperly administered mortgages, I believe this was Goldman Sachs and Litton Loan’s best faith effort to replace my fraudulent mortgage with a proper one. Reaching a fair resolution is why I shared with Litton Loan my proof of the “errors” made by processing “incorrect” financials. This, too, is evidenced in the Court filings and will be further corroborated by witness testimony.**

On page 3 of the Opinion, footnote 4 states “Litton would not offer a modification under the first “loan workout plan” because Litton did not receive all of the requested financial documents.” **This is not true. The truth is evidenced in the case filings and can be further corroborated by witness testimony.** On page 3 of the Opinion, footnote 5 states “Litton advised Plaintiff in January 2010 that she would likely be denied a modification because her income was too high.” **Litton never told me that my income was too high and *this does not make financial sense*. The reason for the modification was to correct the obscenely overpriced, fraudulent mortgage. Yes, I could have increased my income but my reported income was sufficient to qualify for the mortgage to which I agreed. The best decision for my firm was to limit my income and invest the proceeds to support impending huge orders and lower my cost of capital, NOT to unfairly ingratiate and pay Litton. Litton’s contention that I could have paid more verifies that they were trying to**

milk me for all they could get. This was a true shakedown with total indifference to my damages from their fraud.

On page 4 of the Opinion states “not sign the modification agreement and stopped making monthly payments” because Defendant Litton had “mislead [sic] her to believe they would grant her a modification,” ..” **This is misleading and is correctly explained in the Case filings. In short, Litton received my signed modification agreement and checks during the summer of 2009. Litton returned my checks. After I spoke with a few Litton representatives, they sent me the modification agreement again. Litton also sent a letter confirming that they would stop the foreclosure if I returned the checks by Nov. 1, 2009. Litton received my checks on Oct. 28, 2009, proceeded to foreclosure, cashed a check, foreclosed, *then* cashed the other checks that had been received Oct. 28, 2009. I’ve been told cashing checks *after* foreclosure is illegal. The checks were cashed in January 2010¹. I immediately began legal action and never sent any additional payments. Litton did send yet another modification months later but it was too late. The damage was unrecoverable. The foreclosure had been awarded and my losses rapidly escalated. This, too, is evidenced in the Court filings and will be further corroborated by witness testimony.**

As a 36-year homeowner and 33-year business owner, the one two punch of the foreclosure causing the loss of my Federal security clearance – within 2 weeks – was the kiss of death. My clients were major corporations and the U.S. government. All contracts, orders and financing would be immediately revoked. My age and compromised health (caused by the Defendants) made recovery nearly impossible.

Due to lack of time and the page limit, I am unable to properly address the remainder of the Opinion. I shall, therefore, highlight my position or previous responses to the remaining items:

Opinion Page No.	My Abbreviated Response
On page 4 of the Opinion, section B. The State-Court Action (pp. 4-6)	Hearings were held without my knowledge or presence. According to Court records, one of my former attorneys appeared at a hearing for which I was never notified. One Judge barred me from a hearing in which I was the Per Se litigant. Evidence and Witness testimony available.

¹ This is documented in several filings including on p. 103 of USDCNJ Filing #99; [click to download](#).

Opinion Page No.	My Abbreviated Response
	Extensive evidence and witness testimony of Stern & Eisenberg's "erroneous" and I believe fraudulent filings are in evidence. I can present witnesses who have experienced or witnesses similar deceptive practices by Stern & Eisenberg.
Page 8 of the Opinion Lack of subject Matter	I addressed this in USDC filings #33 , #34 & #81 ²
Page 9 Failure to State a Claim	I addressed this in USDC filing #99 p. 38 and other filings
Page 10. Rooker Feldman	I addressed this in USDC filings #33 & #34
Page 12. FDCRA	The fraudulent mortgage obviates Defendants' right to collect
Page 13 NJFCA	Not enough time to prepare response
Page 14 Breach of Contract	This is evidenced in filings and will be further substantiated by witnesses.
Page 14 HED	This is covered in the case filings.
Page 15 Defamation	This is evidenced and substantiated in Case filings.
Page 15 Failure to State a Claim Under Rule 12(b)(6)	I addressed this in USDC filings #99 p. 38 and other filings Each Defendant has perpetuated the fraudulent mortgage.
Page 15 – 16 Res Judicata	This is covered in the case filings.
Page 16 – 19 Counts I, II, III & IV	I addressed this in USDC filings including #99
Page 19 Counts V & VI ³	I addressed this in USDC filings # 78 & # 118-4 PC
Page 21 2. Collateral Estoppel	This is covered in the case filings.
Page 22 3. Statute of Limitations	I addressed this in USDC filings including #118-4 pp. 13- 15 PC I filed months after the crime. All delays since have been caused by the Defendants; evidenced in case filings.
Page 22 a. Count II – Violation of NJCFA	The fraudulent mortgage obviates Defendants' right to collect
Page 22 b. Count II – Breach of Contract	This is evidenced in filings and can be further substantiated by witnesses.
Page 24 IV Remaining Motions	This is covered in the case filings.
Page 24 A. Plaintiff's Second Motion for Interlocutory Injunction	Based on Court's earlier response I understand and do not contest this.
Page 25 B. Plaintiff's Motion to Amend	This is covered in the case filings.
Page 26 Conclusion	This is covered in the case filings.

² These responses are summarized on p. 5 of USDCNJ Filing #99; [click to download](#). [PC](#)

³ A Comparison of Complaints is available. [PC](#)

I had been advised to file my complaint in the NJ Superior Court rather than the U.S. District Court. As soon as my research revealed that Federal Torts laws expressly addressed the fraudulent actions of the Defendants, I filed an amended claim that added Count VII – for False Inducement to Action. This mistake by my former attorney is further evidence that my case should be heard in the U.S. District Court.

My case is far from frivolous. It exposes widespread and systemic fraud, from coast to coast and beyond, that permeates our financial and legal systems. The frivolous argument is being made by some of the attorneys who have provided misleading documents and have taken actions that were incorrect or deceptive. This is evidenced in the case filings and will be further corroborated by witnesses.

My case is a textbook example of why the torts laws that underlie my claim of FALSE INDUCEMENT TO ACTION were passed. This includes Count VII in my amended claim. The Defendants took several actions to fraudulently convince me to delay bringing suit by waiting for them to correct errors. Not knowing that their deception was to hide a fraudulent mortgage created during a Federal investigation, I believed them. Every Defendant played a role in this process. All Defendants were properly served. I served Goldman Sachs weeks before succeeded in closing the deal to move Litton Loan's portfolio to Ocwen.

When the note or mortgage is fraudulent, then all financial processes and collection actions that ensure are fraudulent. Pure and simple. Thus Counts I, II and III in my complaint are valid. The Defendants' voracity substantiates Counts IV and V. Count VI is evidenced in the case filings.

I am quite capable of explaining the voracity of my case to a panel of Judges and to a jury, if afforded my right to do so. While I am not an attorney, I do possess the financial, communications and legal credentials and experience that allow me to present the complexities of my case to Federal Judges. **Please allow me to do so.**

Respectfully submitted,

Veronica A. Williams
Pro Se Counsel

/s/ Veronica A. Williams

Veronica A. Williams

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(202) 486-4565

April 2, 2019

**UNITED STATES COURT OF APPEALS
THIRD DISTRICT**

<p>VERONICA A. WILLIAMS,</p> <p style="text-align: center;">Appellant, Pro Se</p> <p style="text-align: center;">v.</p> <p>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</p> <p style="text-align: center;">Defendants</p>	<p style="text-align: center;">UNITED STATES COURT OF APPEALS</p> <p style="text-align: center;">Civ. No. 19-1032</p> <p style="text-align: center;">FEEDBACK ON US DISTRICT COURT OPINION (FILING #116)</p> <p style="text-align: center;">(THIS IS NOT A BRIEFING DOCUMENT)</p> <p>REFERRED BY: U.S. District Court of NJ Case 2:16-cv-05301-ES-</p> <p>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</p>
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CERTIFICATION OF SERVICE

I, Veronica Williams, certify that on this 11th day of January 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
<p>Stuart I. Seiden, Associate Attorney for Litton Loan Servicing, HSBC Bank USA, Goldman Sachs, Ocwen, Fremont Home Loan trust 2006-C Mortgage-Backed Certificates Series 2006-C</p> <p>Duane Morris LLP 30 South 17th Street Philadelphia, PA 19103-4196 Phone (215) 979-1124 Fax (215) 827-5536 siseiden@duanemorris.com</p>	<p>Evan Barenbaum, Esq Attorney for Stern & Eisenberg</p> <p>Director of Litigation Stern & Eisenberg, PC 1581 Main Street, Suite 200 Warrington, PA 18976 Office 267-620-2130 Fax 215-572-5025 ebarenbaum@sterneisenberg.com</p>	<p>Attorney General for the State of NJ</p> <p>Mr. Gurbir S. Grewal Attorney General Office of The Attorney General The State of New Jersey Richard J. Hughes Justice Complex (HJC) 25 Market Street 8th Floor, West Wing Trenton, NJ 08625-0080</p>

Respectfully submitted,

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April 2, 2019