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DENNIS A. SCARDILLI, ESQ.
LAW OFFICE OF DENNIS A. SCARDILLI, L.L.C.
105 WOODS ROAD
ABSECON, NJ 08201
OFFICE: (609) 568-0432

In Re: Application by Wells Fargo Bank, N.A.,
to Issue Corrected Notices of Intent to
Foreclose on Behalf of Identified Foreclosure
Plaintiffs in Uncontested Cases

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: PASSAIC COUNTY

DOCKET NO. F-009564-12

A Civil Action

HSBC BANK USA, NATIONAL ASSOCIATION
as Trustee For WFHET 2006-2,

Plaintiff,

Vs.

NASAR MIAH and RIPA CHOUDHURY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: Passaic County

DOCKET NO.F-20624-09

A Civil Action

**DEFENDANTS' OBJECTION TO THE ORDER TO SHOW CAUSE AND OBJECTION TO PLAINTIFF'S
PROPOSED CORRECTIVE NOTICE OF INTENT TO FORECLOSE**

COMES NOW Nasar Miah and Ripa Choudury, Defendants in the above-referenced foreclosure proceeding, by the undersigned counsel. Defendants are mortgagees of the property known as 37 Delancy Place, Atlantic City, New Jersey, 08401 (the "Property"), and object to Plaintiff Wells Fargo's Order to Show Cause and application to issue corrected Notices

of Intention to Foreclose, and further objects to the Corrective Notice of Intent to Foreclose, and states to the Court as follows:

FACTS

1. Defendants acquired superior title to the Property by a Deed made on February 28, 2006 and recorded on March 10, 2006 at instrument 2006023718 in the Atlantic County Clerk's Office.

2. On February 28, 2006, Defendants executed a Mortgage in the amount of \$340,000. The Mortgage showed Wells Fargo Bank, N.A., (not America's Servicing Company or Wells Fargo Home Mortgage) as the Lender. The amount of the Mortgage was for \$340,000.00.

3. Because of the economic downturn, Defendants suffered from reduced income and Borrowers applied for a loan modification under the Home Affordable Modification Program Home Affordable Modification Program ("HAMP") on several occasions. In or about January 2010, an initial application was submitted to Wells Fargo and denied. On or about August 1, 2010, another application was submitted through NACA, a national housing counseling agency, but Defendant/Borrowers never received a substantive response to their numerous inquiries. Defendant/Borrowers submitted another HAMP mortgage modification application to Wells Fargo. On August 14, 2012, Wells Fargo denied Defendants/Borrowers loan modification, saying "the investor has declined your request to modify your mortgage" without substantive explanation as for the reasons for the denial.

4. Denials of mortgage modifications did not comply with the requirements of the Making Homes Affordable program, which requires the lender to advise the borrower of the reasons why the mortgage modification was denied. The National Mortgage Settlement, to

which Wells Fargo is a party, also requires written notification of reasons for a mortgage modification denial. See, *United States of America, Et Al, v. Bank Of America, et als.*

5. On April 16, 2009, the law firm of Zucker, Goldberg & Ackerman, LLC filed a complaint commencing a foreclosure action on behalf of US Bank, National Association, as Trustee for WFHET 2006-2. The docket number for the case is F-20624-09 in Atlantic County.

6. On the same date, an Assignment of Mortgage that purportedly transferred the Mortgage from Wells Fargo Bank, N.A., to HSBC Bank, National Association, as Trustee for WFHET 2006-2 (the "Assignment") was recorded in the Atlantic County Clerk's Office. The Assignment was recorded at Doc. No. 2009026379.

7. The Assignment was executed by Richard P. Haber as Attorney-in-Fact for Wells Fargo Bank, N.A., witnessed by Rolando Fernandez and notarized by New Jersey Notary Kathleen Authenreath.

8. Despite the statement in the Corporate Acknowledgment attested to by Ms. Authenreath, in which she swore that Mr. Haber signed as Attorney in Fact, there are no documents attached to the Assignment evidencing that Mr. Haber is Attorney-in-Fact.

9. Richard P. Haber was not affiliated with Wells Fargo Bank, N.A.; rather, he was an attorney employed by Zucker, Goldberg & Ackerman, LLC, ("Zucker") the foreclosing law firm. See Exhibit A, Page 2, a copy of Mr. Haber's LinkedIn.com profile showing his employment at Zucker at the time he executed the Assignment. Mr. Haber did not have authority to assign a Mortgage on behalf of Wells Fargo when he was not affiliated with Wells Fargo.

10. Mr. Haber was not a duly appointed Attorney-in-Fact. This document appears to have been "robo-signed," a term used to describe individuals hired for the express purpose of

executing foreclosure documents without any personal knowledge of the facts to which they attest.

11. Further, upon information and belief, both Mr. Fernandez and Ms. Authenreath were also employees of Zucker.

12. Zucker's LinkedIn profile states, "As a result of the unique nature of our practice, we have devoted substantial resources to technology, innovation, and **automation** of our process in order to meet the needs of our clients and demands of our industry." See Exhibit "B," a copy of Zucker's profile from www.Linkedin.com.

13. Zucker was "automating" the "unique" practice area of foreclosure, using documents created, signed and notarized by its employees.

14. Even if Mr. Haber was Attorney in Fact (which Defendants deny), the Assignment is also problematic because it purports to assign the loan to a securitized mortgage trust with restrictions on the transfers of mortgages into the Trust. The WFHET 2006-2 mortgage trust (the "Trust") is subject to a Pooling and Servicing Agreement (the "PSA"). The PSA may be viewed in full here: <http://www.secinfo.com/dRSm6.v2a4.c.htm#1stPage>.

15. Among other requirements, the PSA requires all loans be transferred into the Trust by the cutoff date of June 1, 2006.

16. Given the aforementioned issues with the Assignment, it is also suspicious that the transfer of the Mortgage into this Trust was made **five years after the cutoff date** as set forth in the PSA.

17. Defendants are a third party beneficiary to the PSA.

18. There is no Mortgage Schedule attached to the PSA. Accordingly, there is no independently verifiable evidence, other than the Assignment created by the foreclosing law firm, to support the Plaintiff's entitlement to foreclose. Interestingly, the address given on Exhibit D of the PSA indicates the Mortgage Loan Schedule is in the possession of Wells Fargo Bank, N.A. at addresses in Maryland.

19. Further, the Assignment was recorded on April 16, 2009, the same day the Plaintiffs filed their foreclosure lawsuit.

20. The Assignment of Mortgage is void and invalid.

21. On April 4, 2012, New Jersey Supreme Court Chief Justice Rabner executed an Order permitting foreclosure Plaintiffs to file an Order to Show Cause seeking relief to serve corrected Notices of Intention to Foreclose satisfying N.J.S.A. 2A:50-56 in open and non-contested foreclosure cases.

22. In September 2012, Defendants received notice of the application to the Court seeking approval for a corrective Notice of Intent to Foreclose against Nasar Miah and Ripa Chouhury. The date of the "corrected" NOI is August 14, 2012, the same date that Defendants were denied a loan modification by Wells Fargo. Given the matching dates on these documents, it appears that Wells Fargo had already made the decision to foreclose on the Defendants' home without consideration of their last loan modification application and without affording Defendants the opportunity to be considered for a non-HAMP mortgage modification, as called for by the Making Homes Affordable Program and the National Mortgage Settlement.

23. On September 15, 2012, Counsel for Defendants sent a written objection to the August 14, 2012 NOI to Randy Bockenstedt at the address shown on the NOI. Mr. Bockenstedt

was notified of the NOI's deficiencies under the Fair Foreclosure Act, including disputing that a default had occurred, disputing the amount required to cure the alleged default and requesting verification of the alleged amount owed, the name and address of the original creditor and the name and address of the current creditor. No substantive response has been received from Bockenstedt and/or Wells Fargo, to this date, although an acknowledgement of that opposition has been received.

24. Pursuant to 15 U.S.C.A. 1692g(b), Plaintiff was required to "... cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector."

25. Plaintiff did not respond to Defendants' objection letter and continued collection of the debt.

26. The "corrected" NOI does not meet the requirements set forth in the New Jersey Fair Foreclosure Act. Specifically, it fails to include:

- a. The name and address of the Lender;
- b. The name of the Holder of the Defendants' Note and Mortgage;
- c. The statement that financial assistance may be available for curing a default from programs operated by the State or federal government or nonprofit organizations;
- d. The name and address of a representative of the Lender and the telephone number of the representative that can be contacted if a

homeowner doesn't think they are in default or if they dispute the calculation of amount owed;

e. A clear explanation of the amount required to cure the default.

27. Pursuant to US Bank N.A. v. Guillaume, 209 N.J. 449 (2012), and the New Jersey Fair Foreclosure Act, the Notice of Intent to Foreclose must include both name and address of both the loan owner and the servicer.

28. Pursuant to the New Jersey Fair Foreclosure Act, a violation of the Act is cause for dismissal of the foreclosure action.

29. Plaintiff misleads this Court about its entitlement to enforce the Mortgage; the Assignment of Mortgage is defective, void and invalid for the foregoing reasons.

LEGAL ARGUMENT

I. Plaintiff's Repeated Misrepresentations of Information Should Not Be Permitted.

On April 4, 2012, New Jersey Supreme Court Chief Justice Rabner executed an Order with the following directive:

Hon. Paul Innes, P.J.Ch., Mercer Vicinage, and Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, are each authorized to entertain summary actions by Orders to Show Cause as to why plaintiffs in any uncontested residential mortgage foreclosure actions filed on or before February 27, 2012 in which final judgment has not yet been entered, who served Notices of Intention to Foreclose that are **deficient under the Fair Foreclosure Act, N.J.S.A. 2A:50-56**, should not be allowed to serve corrected Notices of Intention to Foreclose on defendant mortgagors and/or parties obligated on the debt."

(Emphasis added.)

Wells Fargo seeks an Order from this Court permitting Wells Fargo to issue corrected Notices of Intent to Foreclose as set forth in the New Jersey Supreme Court Order dated April 4,

2012, that was entered following the Court's decision in US Bank N.A. v. Guillaume, 209 N.J. 449 (2012).

On August 14, 2012, Defendants Received a "Corrected" Notice of Intent to Foreclose from Wells Fargo Home Mortgage.

Despite the April 4, 2012 Order, the "corrected" NOI remained deficient under the New Jersey Fair Foreclosure Act because *it did not include the name and address of the lender* as required under Guillaume. The Plaintiff had two years to fix the NOI, but did not.

The Lender has not either answered, nor have they acknowledged, the issue "Who is the Lender" in the instant case? Upon further analysis of the recorded documents, the Assignment is full of false and misleading representations: Mr. Haber was not "Attorney in Fact" for Wells Fargo Bank, N.A.; he was not even affiliated with Wells Fargo at the time he executed the document. Additionally, the Mortgage was purportedly assigned to an entity *in violation of its own PSA*, five years AFTER the Cutoff date set forth in the PSA.

Further, because this case was filed before the Diligent Inquiry requirement went into effect, there has been no diligent inquiry performed by Zucker as to the facts of the case. This is yet another reason why this Court should not allow Plaintiff to continue the foreclosure process where it left off. The Court cannot grant Plaintiff's Order to Show Cause application to "correct" the NOIs. There are widespread reports of errors and inconsistencies in foreclosure documents across the United States. New Jersey is no exception to these reports, as evidenced by the Assignment in the instant case, as well as the actions by the New Jersey Judiciary to correct these abuses in this State. These problems are precisely the main reason why Plaintiff should not be permitted to pick up where they left off, *especially* in uncontested foreclosure cases.

Apparently, Plaintiffs have forgotten the December 10, 2010 Order to Show Cause, titled

as:

Order Directing the Named Foreclosure Plaintiffs to Show Cause Why the Court Should Not Suspend the Ministerial Duties of the Office of Foreclosure and the Superior Court Clerk's office Regarding the Processing of Certain Uncontested Residential Mortgage Foreclosure Actions, Stay Sheriffs' Sales in Those Foreclosure Actions, Appoint a Special Master Pursuant to Rule 4:41-1 to Investigate Questionable Foreclosure Practices, and Appointing an Attorney to Appear in Support of the Proposed Relief.

At that time, the *sua sponte* Order to Show Cause by the Court stated, "This Court, in consultation with the staff of the Office of Foreclosure, has become increasingly concerned about the accuracy and reliability of documents submitted to the Office of Foreclosure. The court has therefore determined that **immediate action** in the form of an Order to Show Cause is necessary to **protect the integrity of the foreclosure process** in New Jersey and to assure the public that the process going forward will be reliable." *Id.*

The Plaintiff's Motion to Show Cause was not filed because they cared about the integrity of the foreclosure process; rather, it is an attempt to get the Court's stamp of approval to pick up where they left off, using the same false and misleading foreclosure documents, without regard for due process. If the same improper process is merely restarted, where it was halted by the New Jersey Supreme Court almost two years ago, and the Diligent Inquiry process thus established, is ignored, then the hard work of the New Jersey Judiciary on this issue was for naught.

The judiciary has given clear instructions to the lenders: fix the problem with the foreclosure documents being submitted to the Office of Foreclosure. The lenders have completely ignored the Court's warning. The lenders have had **two years** in which to figure out

how to resolve any flaws in the documents filed before the New Jersey Supreme Court “called them on the carpet”. Instead of fixing the problem, they are bold enough to ask this Court to not only ignore its warning in the 2010 Order, but to allow them to continue foreclosing with inaccurate, false and misleading foreclosure documents.

If this Court does not deny the Plaintiff’s Order, the Court risks becoming a part of the problem, i.e., continued inaccuracies and false information in the judicial foreclosure process in New Jersey. This is unacceptable for the Court, as well as those lenders who are following the rules and for the citizens of New Jersey who expect lenders to follow, and Courts to enforce, such rules.

This Court is urged to avoid falling victim to lenders’ false representations as to the accuracy of the information in any foreclosure cases. The aforementioned issues raised in the instant case are the perfect illustration why the court should not relax the newly revised judicial foreclosure procedures in any foreclosure matter.

II. Each Homeowner Is Entitled to Due Process; Due Process Rights Cannot Be Administered in an Administrative Procedure.

Previously, the Plaintiff Wells Fargo *supported* the idea that a summary action is inappropriate. In opposition to the December 2010 Order to Show Cause, Wells Fargo said,

“Wells Fargo understands that the existence of multiple notices and cure opportunities does not guarantee a perfect process or an absence of all error. New Jersey’s existing foreclosure process and case law already contemplate such imperfection and consequently allow errors to be corrected in the context of actual, ongoing foreclosure proceedings involving the actual parties-in-interest, and the judge best informed about the facts and circumstances of that particular case.”

Plaintiff’s prior admission should be applied in the instant situation. By its own admission, Wells Fargo agrees that there is a need for individual attention to each file brought

under the Order to Show Cause before this Court. If these Defendants had not retained counsel, the false information contained in the Assignment would have gone unnoticed.

This is precisely the reason this Court should deny the Plaintiff's Application to file Corrected NOIs.

3. If the Court Allows the OSC Application, a Special Master Should Be Appointed.

Other homeowners' attorneys have argued the necessity of the appointment of a Special Master, and these Defendants agree.

In 2010, when the Supreme Court of New Jersey issued its Order to Show Cause regarding document irregularities in foreclosure matters, retired Superior Court Judge Walter R. Barisonek was appointed as Special Master. The Courts should now appoint a special master to review all Plaintiffs' submissions in connection with this Motion before the Court. Appointing a Special Master will balance the Court's goal of expediency while affording homeowner Defendants their right to due process.

As seen in the instant case, the Plaintiffs simply cannot be trusted to have submitted reliable information to the Courts in the past and cannot be allowed to finish such a tainted foreclosure process. It is within this Court's power to appoint a Special Master, and the Court should appoint one to oversee the cases under the Show Cause Motion, just as it did in 2010..

The Court previously noted "94 percent of foreclosure cases proceed in the absence of any meaningful adversarial proceeding." The significance of this figure is not lost on these Defendants. Had they not retained counsel, their own action would have lacked an aggressive defense. The Office of Foreclosure and our General Equity Judges are tasked with the responsibility of ensuring that justice is done for absent and pro se parties.

Defendants are a perfect example of the present danger. The Court previously identified uncontested actions as being especially at risk of fraud by the banks. The recorded Assignment of Mortgage is the perfect example of the problems with the documents being used in uncontested foreclosure proceedings. Plaintiff misrepresented that it was assigned the Mortgage from Wells Fargo when the evidence shows that the signer of the document was not even employed or affiliated with Wells Fargo. How do the Defendants know the real “Lender” won’t attempt to foreclose, resulting in double liability?

It would be prudent to appoint a Special Master to ensure that Plaintiff banks do not misrepresent to the Court when advocacy is absent from the proceeding.

4. The Court’s Foreclosure Rules and the Definition of Uncontested Actions are Confusing.

There is a problem with the Court’s rule of “uncontested Foreclosure” that prevents a homeowner/Defendant from bringing a meaningful challenge to the material issues in a foreclosure lawsuit. It is easy, especially for a pro se homeowner to inadvertently wind up in an “uncontested Foreclosure”.

The rules are clear as written but confusing as implemented. Foreclosure proceedings have their own set of laws and Court rules under N.J.S.A. 2A:50 et al, and R. 4:64-1 respectively. The legislative and judicial rules are intended to work together to comprise one process for the enforcement of mortgages and their underlying debt, the promissory note.

The legislature has established a process whereby enforceability of a mortgage is determined separately from liability under the note. The legislature specifically said that any alleged defaulted debt obligation secured by the Mortgage must first be collected by enforcement of the Mortgage. If a mortgagor successfully obtains a foreclosure judgment, sells

the home and still has a deficiency claim on the Note, a second action may be filed setting the mortgagee's liability on the Note.

The judiciary and legislature have created a separate set of rules and laws with the intent of streamlining the foreclosure process. The two part foreclosure process, beginning with the Chancery Division's direction only to determine whether the execution of a mortgage occurred and whether Plaintiff is the mortgagee. Once these two determinations are made, the same rule directs that the action be transferred to the Administrative Office of Foreclosure as an "uncontested foreclosure."

The judiciary has provided a remarkably narrow definition of what constitutes a contested foreclosure. Foreclosures are *contested* when:

(c) Definition of Uncontested Action. An action to foreclose a mortgage or to foreclose a condominium lien for unpaid assessments pursuant to N.J.S.A. 46:8B-21 shall be deemed uncontested, if, as to all Defendants,

(1) A default has been entered as a result of failure to plead or otherwise defend; or

(2) none of the pleadings responsive to the complaint either contest the validity or priority of the mortgage or lien being foreclosed or create an issue with respect to Plaintiff's right to foreclose it;

(3) All the contested pleadings have been stricken or otherwise rendered noncontesting.

An allegation in an answer that party is without knowledge or information sufficient to form a belief as to the truth of an allegation in the Complaint shall not have the effect of a denial but rather of leaving the Plaintiff to its proofs, and such an allegation in an answer shall be deemed noncontesting to the allegation of the complaint to which it is responsive.

R. 4:64-1(c)

Subsection 2 is unique to foreclosure actions, yet it is this Section that foreclosure Plaintiffs may most easily abuse with false representations to the Courts.

The judiciary's Rule prevents homeowners from raising material issues relating to the foreclosure proceedings. By limiting the dispute to the execution of the mortgage and the enforceability of that document, homeowners are denied due process.

Further supporting this argument is Comment 3.1 to the 2012 publication of R. 4:64-1, stating, **"A challenge by the mortgagor to the asserted amount due does not constitute a contesting answer for the purposes of R. 4:64-1(c)."** See Metlife v. Washington Ave. Assoc., 159 N.J. 484 (1999) (discussing that disputed as to valuation of fees, penalties and terms of the debt instrument do not constitute a contesting matter as to foreclosure and enforcement of the mortgage). The Judiciary has enforced R. 4:64 to ask only whether a mortgage was executed. Thus, if a homeowner acknowledges execution of a Note and Mortgage, and contests the terms of the Note but not the Mortgage, the homeowner is precluded from raising the issue in contest to a foreclosure action.

The problem with this narrow view of the rule is that it does not consider that foreclosure litigation requires adjudication of issues that are not limited to the mortgage. An example would be the determination of whether Plaintiff complied with the Fair Foreclosure Act. Additionally, the question of whether Plaintiff can enforce the Note, and the value of the Note, is relevant. In following the Court rules, litigants and county vicinages may be confused as to where the proper judicial fact-finding should occur.

In an attempt to clarify the role of the judiciary and the Office of Foreclosure to foreclosure litigants, the judiciary has provided the following guideline on its website:

“The foreclosure process in New Jersey is a two tiered system involving both Superior Court General Equity judges and the staff of the Office of Foreclosure. The Office of Foreclosure is a unit in the Administrative Office of the Courts, Civil Practice Division.

The Office’s Attorneys review complaints for compliance with statutory, case law and court rule requirements; review filed answers to determine whether an answer is uncontestable; review service of process and recommend entry of default; process routine motion and orders; review final uncontested judgment packages for completeness and confirm that computation of the amount due on the underlying debt.

If a pleading creates a dispute requiring a judicial decision, the foreclosure file is sent to the General Equity judge in the county of venue. After the dispute is resolved by the General Equity judge, the case file is returned to the Office of Foreclosure for handling as an uncontested foreclosure action.

An Answer is considered uncontestable when it does not dispute the validity of the mortgage, the priority of the mortgage or create an issue with respect to the plaintiff’s right to foreclose. An uncontestable answer also may recite that the party is without knowledge or information sufficient to form a belief as to the allegations and to leave the plaintiff to its proofs.”

www.judiciary.state.nj.us/civil/foreclosure/overview.html

A foreclosing Plaintiff obtains final judgment by making an application to the Administrative Office of Foreclosure per R. 4:64-1(d). Under that rule, the foreclosing entity submits proof of the amount due on the Note; however, *the Defendant has no right to a judicial hearing to dispute the facts presented by the Bank pursuant to R. 4:65-1(d)(2)*.

Thus, in foreclosure litigation, there is a built in bias against homeowners that deprives them of due process rights. Even when the final application for judgment contains false information as to the facts, there is no right to a hearing. The similarity to the present OSC cannot go unnoticed. Here, the Defendants/homeowners are also having their due process rights adjudicated without the right to a hearing.

This is especially problematic when a Plaintiff is acting under Judge Rabner's Order. However, the problem is magnified in light of the Plaintiff's misrepresentations in the instant foreclosure case. Because of the uncertainty of what constitutes an "uncontested action" Plaintiff may obtain relief it is not entitled to before this Court.

The statute is outdated and does not contemplate all the issues of foreclosure litigation. Defendant respectfully requests this Court make recommendations that will lead the legislature to amend the foreclosure statues to clear up this confusion, which results in the deprivation of due process rights to homeowners.

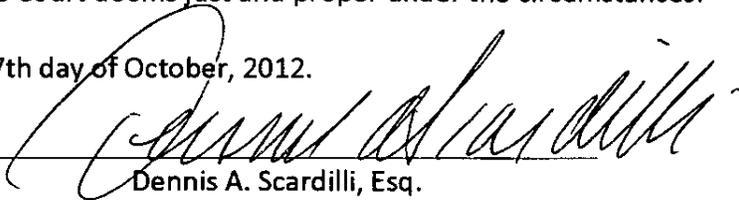
Conclusion

WHEREFORE, Defendants request the following relief:

1. That this Court deny Plaintiff's Order to Show Cause regarding the corrected NOIs;
2. Dismissal of the foreclosure proceedings herein;
3. If this Court will not dismiss the foreclosure, Defendants request an evidentiary hearing and request that Plaintiff produce the entire chain of custody of both the Note and Mortgage;
4. Any other relief this Court deems just and proper under the circumstances.

RESPECTFULLY SUBMITTED this 17th day of October, 2012.

10/17/12
Date


Dennis A. Scardilli, Esq.

Attorney for Defendants

Nasar Miah And Ripa Choudhury

EXHIBIT A

37 1

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Rich Haber

(3rd)

Shareholder, Managing Attorney - Northeast
at Brice Vander Linden & Wernick, P.C.
Greater New York City Area | Law Practice

Previous JPMorgan Chase, McElroy,
Deutsch, Mulvaney & Carpenter,
LLP, Seton Hall University School of
Law

Education J.D. at Seton Hall University School
of Law

Contact

500+
connections

www.linkedin.com/in/rchhaber

Experience

Shareholder, Managing Attorney - Northeast Brice Vander Linden & Wernick, P.C.

October 2012 – Present (1 month)

BVW is a nationally recognized law firm providing default services representation to mortgage and consumer lenders and loan servicers, with offices in Dallas & Houston, TX, Long Beach & San Diego, CA and Iselin, NJ. The firm is a member of the MBA, USFN and ALFN and is AV Rated by the Martindale-Hubbell Law Directory.

Vice President, Assistant General Counsel

JPMorgan Chase

Public Company; 10,001+ employees, JPM, Financial Services industry
March 2011 – September 2012 (1 year 7 months)

Key contributor to the development of Chase's attorney oversight program and implementation of various provisions of OCC and DOJ consent orders; managed Chase's relationship with national attorney network including referral decisions and retention/termination of firms

Litigation Attorney

McElroy, Deutsch, Mulvaney & Carpenter, LLP

Partnership; 201-500 employees, Legal Services industry
June 2009 – March 2011 (1 year 10 months)

Bar Admissions: New Jersey, Pennsylvania, United States District Court for the District of New Jersey, United States Court of Appeals for the Third Circuit

Reported Decisions:

In re Connors, 497 F.3d 314 (3rd Cir. 2007)

Midfirst Bank v. Graves, 399 N.J. Super. 228 (Ch. Div. 2007)

Washington Mutual, FA v. Wroblewski, 396 N.J. Super. 144 (Ch. Div. 2007)

Woodview Condominium Ass'n, Inc. v. Shanahan, 391 N.J. Super. 170 (App. Div. 2007)

Wells Fargo Home Mortgage, Inc. v. Stull, 378 N.J. Super. 449 (App. Div. 2005)

Rich has 1 recommendation (1 client) including:

(2nd) Thomas Driver

Adjunct Professor

Seton Hall University School of Law

Educational Institution, 1001-5000 employees, Higher Education industry
August 2008 – May 2010 (1 year 10 months)

Teach Legal Research and Writing to first-year law students.

Managing Attorney - Litigation

Zucker, Goldberg & Ackerman, LLC

Privately Held; 201-500 employees; Law Practice Industry

September 1996 – May 2009 (12 years 9 months)

Instructor

Horizon Institute of Paralegal Studies

March 2003 – May 2008 (5 years 3 months)

Skills & Expertise

Endorsements

2 Litigation	
1 Foreclosures	
1 Bankruptcy	
1 Mortgage Servicing	
Evictions	
REO	
Title Insurance	

Education

Seton Hall University School of Law

J.D

1998 – 2001

Seton Hall University

B.A., Criminal Justice, Spanish

1994 – 1998

Pi Kappa Phi Fraternity - President, Vice President, Secretary

Interfraternity Council - President, Treasurer

Order of Omega - Secretary

Greek Man of the Year 1997-1998

SHU Greek President of the Semester Spring 1997

Pi Kappa Phi Brother of the Year 1997-1998

Recommendations For Rich

Litigation Attorney

McElroy, Deutsch, Mulvaney & Carpenter, LLP

"Rich Haber is the first name I think about when I have a litigation issue in New Jersey." Rich has consistently performed well, kept our company informed as to the progress of the case and always was mindful of the cost of litigation. Rich always stated it is better to mitigate than litigate depending on the case and our potential exposure. He works very well with the loss mitigation staff as well as the REO folks. He has even called from judges' chambers to get approvals on litigation issues and settlements. I really feel that Rich Haber always has our back and strives for the best outcome in any case he is managing for us. His timelines for foreclosure and bankruptcy consistently exceed the USFN guidelines. In my opinion he is a top notch litigation attorney you would want on your team!" July 27, 2010

Top qualities: Great Results, High Integrity, Creative

(2nd) Thomas Dnver

hired Rich as a Attorney in 2002, and hired Rich more than once

Additional Information

Groups and Associations:



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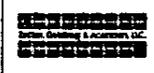
Exhibit B

Account Type: Basic | Upgrade

37

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About Zucker, Goldberg & Ackerman, LLC

Zucker, Goldberg & Ackerman, LLC is a leading New Jersey and Pennsylvania law firm representing mortgage servicers, banks, and investors in all aspects of defaulted residential loans.

As a result of the unique nature of our practice, we have devoted substantial resources to technology, innovation, and automation of our process in order to meet the needs of our clients and demands of our industry. We pride ourselves on balancing creativity and legal skill to foster practical solutions to all who give us the privilege of their business

Our team is comprised of talented attorneys and a loyal staff with vast experience in both the legal and default mortgage servicing arenas. We hold the prestigious honor of being one of only three firms in Freddie Mac's Designated Counsel Program for New Jersey.

Specialties

Law

Headquarters
200 Sheffield St
Mountainside, NJ 07092
United States

Website
<http://www.zuckergoldberg.com> Law Practice

Type
Privately Held

Industry
Law Practice

Company Size
201-500 employees



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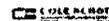


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CHANCERY DIVISION: PASSAIC COUNTY

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HSBC BANK USA, NATIONAL ASSOCIATION
as Trustee For WFHET 2006-2,

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Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: Passaic County

DOCKET NO. F-20624-09

A Civil Action

CERTIFICATION OF SERVICE

I, Dennis A. Scardilli, am of full age, hereby certify as follows:

I am an attorney at law of the State of New Jersey. I am the owner of, and employed by,
The Law Office of Dennis A. Scardilli, L.L.C. As such, I am principally responsible for the above
referenced matter.

I hereby certify that on October 17, 2012, the enclosed Defendant's Objection to the Order to Show Cause and Objection to Plaintiff's Proposed Corrective Notice of Intent to Foreclose was sent by overnight mail to:

Superior Court Clerk's Office
Foreclosure Processing Services
Attention: Objection to Notice of Intention to Foreclose
25 Market Street, 6th Floor, North Wing
Trenton, New Jersey 08611

And by regular US Mail to:

The Honorable Margaret Mary McVeigh
Superior Court of New Jersey
10071 Hamilton Street
Paterson, New Jersey 07005

Mark S. Melodia, Esq.
Reed Smith LLP
Princeton Forrestal Village
136 Main Street, Suite 250
Princeton, New Jersey 08540
Attorneys for Wells Fargo Bank

The foregoing statements made by me are true to the best of my knowledge and belief. I understand that if any of the foregoing statements made by me is willfully false, I may be subject to punishment.

10/17/12 

Date

Dennis A. Scardilli, Esq.
Attorney for Defendants
Nasar Miah And Ripa Choudhury