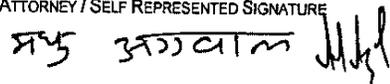


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FEB 22 2013

SUPERIOR COURT
CLERK'S OFFICE

Appendix XII-B2

FORECLOSURE CASE INFORMATION STATEMENT (FCIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for Initial Chancery Division — General Equity foreclosure pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information is not furnished or if attorney's signature is not affixed.</p>		PAYMENT TYPE	<input checked="" type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA <input type="checkbox"/> MO
		RECEIPT NO	126
		AMOUNT	135.00
		OVERPAYMENT	
		BATCH NUMBER	032
		BATCH DATE	2-22-13
SECTION A: TO BE COMPLETED BY ALL PARTIES			
CAPTION		COUNTY OF VENUE	
GMAC Mortgage LLC et. al v Madhu Agarwal & Dr. A Agarwal v GMAC Mortgage LLC et al.		Mercer	
NAME(S) OF FILING PARTY(IES) (e.g. John Doe, Plaintiff)		DOCKET NUMBER (when available)	
Madhu Agarwal & Dr A Agarwal		F-025354-12	
ATTORNEY NAME (IF APPLICABLE)		DOCUMENT TYPE	
		<input type="checkbox"/> COMPLAINT <input checked="" type="checkbox"/> ANSWER <input type="checkbox"/> OTHER	
FIRM NAME (IF APPLICABLE)			
MAILING ADDRESS		DAYTIME TELEPHONE NUMBER	
419 Esplanade, Maywood, NJ 07607 & Rear 419 Esplanade, Maywood, NJ		(201) 873-7341	
SECTION B: TO BE COMPLETED BY PLAINTIFF TO INITIAL COMPLAINT			
FORECLOSURE CASE TYPE NUMBER		IS THIS A HIGH RISK MORTGAGE PURSUANT TO P L 2009,C 84 AND P L 2008, C 127	
<input type="checkbox"/> 088 IN PERSONAM TAX FORECLOSURE <input type="checkbox"/> 089 IN REM TAX FORECLOSURE <input checked="" type="checkbox"/> 0RF RESIDENTIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CF COMMERCIAL MORTGAGE FORECLOSURE <input type="checkbox"/> 0CD CONDOMINIUM OR HOMEOWNER'S ASSOCIATION LIEN FORECLOSURE <input type="checkbox"/> 091 STRICT FORECLOSURE <input type="checkbox"/> 0FP OPTIONAL FORECLOSURE PROCEDURE (NO SALE) <input type="checkbox"/> 0TS TIME SHARE FORECLOSURE		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO PURCHASE MONEY MORTGAGE <input type="checkbox"/> YES <input type="checkbox"/> NO RELATED PENDING CASE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YES, LIST DOCKET NUMBERS F-01440912 and F-024191-12	
FULL PHYSICAL STREET ADDRESS OF PROPERTY		MUNICIPALITY CODE (*) 0906	
153, New York Avenue, Jersey City, NJ 07306		MUNICIPAL BLOCK 737	
ZIP CODE 07306	COUNTY Hudson	(LOTS) 158	
ALL FILING PARTIES MUST SIGN AND PRINT NAMES(S) AND DATE THE FORM BELOW			
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)			
ATTORNEY / SELF REPRESENTED SIGNATURE	PRINT ATTORNEY / SELF REPRESENTED NAME	DATE	
	Madhu Agarwal & Dr. A. Agarwal	02/22/2013	

2-25-13

*The Municipality Codes can be found at http://www.judiciary.state.nj.us/forms/11343_municodes.pdf

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SUPERIOR COURT
CLERK'S OFFICE

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, MERCER COUNTY

DOCKET NO. F-025354-12
CIVIL ACTION WITH DEFENDANTS REQUESTED JURY TRIAL

1 GMAC Mortgage, LLC, 2 Ally Bank, 3 Amalgamated Bank; 4 Deutsch Bank National Trust Company; 5 DLJ Mortgage Capital, Inc , 6 E*Trade Bank, 7 EMC Mortgage, LLC, 8 HSBC Bank USA, N A , 9 Lehman Capital, 10 LEX Special Assets, LLC; 11. Macquarie Mortgages USA, Inc., 12 One West Bank FSB, 13 R B S' Citizens, N A , 14 Residential Funding Company, LLC, 15. Bank of New York Mellon Trust Company, N A , 16 U S Bank, N A ; 17. USAA Federal Saving Bank; 18 Wells Fargo Bank, N A , 19 Wilmington Trust Company, 20 All US Federal Bankruptcy Courts (handling Bankruptcy Maters regarding Foreclosures), Jane and John Doe (as number 21 to 100 who may have owned the mortgage without knowledge till yet to alleged Property Owners et al C/o Judge Paul Innes, Mercer County Court House, 175 South Broad Street, Trenton, NJ 08650-0068
Plaintiff(s)

-vs-

1. Madhu Agarwal, 419 Esplanade, Maywood, NJ 07607,

And

2 Dr A Agarwal, Rear 419 Esplanade, Maywood, NJ 07607

Defendant(s)

-vs-

1 GMAC Mortgage, LLC, 2 Ally Bank, 3 Amalgamated Bank, 4 Deutsch Bank National Trust Company, 5 DLJ Mortgage Capital, Inc , 6 E*Trade Bank, 7 EMC Mortgage, LLC; 8. HSBC Bank USA, N A , 9. Lehman Capital, 10 LEX Special Assets, LLC, 11. Macquarie Mortgages USA, Inc , 12. One West Bank FSB, 13 R B S. Citizens, N A ; 14 Residential Funding Company, LLC, 15. Bank of New York Mellon Trust Company, N A ; 16 U S Bank, N A , 17 USAA Federal Saving Bank, 18 Wells Fargo Bank, N A , 19 Wilmington Trust Company, 20 All US Federal Bankruptcy Courts (handling Bankruptcy Maters regarding Foreclosures), Jane and John Doe (as number 21 to 100 who may have owned the mortgage without knowledge till yet to alleged Property Owners et al C/o Judge Paul Innes, Mercer County Court House, 175 South Broad Street, Trenton, NJ 08650-0068 ,
 101 All Supreme Court Judges of New Jersey holding office in violation of Oath of Office.
 102 All Superior Court Judges of New Jersey holding office in violation of Oath of Office
 103 All Superior Court Clerk/s holding office and routinely violating U S. and N J Constitutions
 104 Ameriquest Mortgage Company, (A State of Delaware Corporation) C/o National Registered Agents, Inc , 160 Greentree Drive, Suite 101, Dover, DE 19901
 105 Directors/Officers [Adam J Bass, Aseem Mital, Dallas O Boardman, Sanford Deutsch, Kirk Langs, Diane E Tiberend & Secretary/s [Stasia Madigan, Thomas J Noto] of Ameriquest Mortgage Company, 2677 N. Main Street, STE 1050, Santa Ana, CA 92705
 106 Sequoia Residential Funding, Inc , a Delaware corporation C/o VCORP Services, LLC, 1811 Silverside Rd , Wilmington, New Castle, DE 19810-4345
 107 Redwood Trust, Inc , a Maryland corporation One Belvedere Place, Suite 300, Mill Valley, California 94941
 108 SEQUOIA MORTGAGE TRUST 2007-2, a common law trust governed by New York law 591 Redwood Highway Frontage # 3160, Mill Valley, CA 94941-6001
 109 RWT Holdings, Inc., a Delaware corporation C/o VCORP Services, LLC, 1811 Silverside Rd., Wilmington, New Castle, DE 19810-4345
 110 Merrill Lynch, Pierce, Fenner & Smith Inc , 4 World Financial Center, 10th Floor, NY, NY10080
 111. Banc of America Securities LLC, 214 North Tryon Street, Charlotte, North Carolina 28235.
 112. Wells Fargo Bank, N A , 530 5th Avenue (45th Street), New York, NY
 113. PHH Mortgage Corporation [C/o Shapiro & Perez, LLC, and Shapiro & De Nardo, LLC 14000 Commerce Parkway, Suite B, Mt Laurel, NJ 08054.
 114 Merrill Lynch, 2001 Bishops Gate Boulevard, Mt Laurel, NJ 08054

115 Mortgage Services, Mail Stop SVO2, P O B 5452, Mt Laurel, NJ 08054.
 116 Shapiro & Perez, LLC, Juan C Perez, Shapiro & DeNardo, LLC and Rhondilynn Schwartz 14000 Commerce Parkway, Suite B, Mt Laurel, NJ 08054
 117 Felicia D Polk (Complex Rep of PHH Mortgage Corporation) C/o Shapiro & Perez, LLC, and Shapiro & DeNardo, LLC 14000 Commerce Parkway, Suite B, Mt Laurel, NJ 08054
 118 U S Securities and Exchange Commission, 175 West Jackson Boulevard, Chico, IL 60604
 119 Freddie Mae, 8200 Jones Branch Drive, McLean, VA 22102-3110
 120 Federal Trade Commission, 1 Bowling Green, New York, NY 10004
 121 FDIC, 2345 Grand Boulevard, Suite 100, Kansas City, MO 64108-2638
 122 to 225. John Doe INSURANCE COMPANY (as Number 21 to 30 for the Banks, holders of Notes and Guarantors of Loan or paper certificates)
 226 Equifax, 1600 Peachtree Street, Atlanta, Georgia 30309.
 227. Experian Information Solutions, Inc is an Ohio corporation, 505 City Parkway West, Orange, California 92868
 228 TransUnion, Delaware Corporation C/o The Prentice Hall Corporation System, Inc ,2711 Centerville Road Suit 400, Wilmington, New Castel, DE 19808
 229. Innovis, P O Box 1534, Columbus, OH 43216
 230 to 235 John Doe INSURANCE COMPANY (for third parties Number 226 to 229 Credit bureaus
 236 New Jersey Department of Banking and Insurance (NJDOBI), P O Box 471, Trenton, NJ 08625.
 237 New Jersey Department of Consumer Affairs, 124 Halsey Street, Newark, New Jersey 07102
 238 Office of the Comptroller of the Currency, 1301 McKinney Street, Suite 3450, Houston, TX 77010
 239 Jersey City Municipal Utilities Authority, 69 DeVoe Place, Hackensack, NJ 07601
 240 All Superior Court/s of State of New Jersey through the Clerk of Superior Court, Hughes Justice Complex, 25 W Market Street, P.O Box 971, Trenton, NJ 08625-0971
 241 Superior Court Judge Paul Innes, Mercer County Court House, 175 South Broad Street, Trenton, NJ 08650-0068
 242 to 401 Jane and John Doe Third Parties who should be made parties to comply DUE PROCESS and RIGHT TO EQUAL PROTECTION OF LAWS, CLAUSES OF US CONSTITUTION
 402 D Brian O'Dell & Bradley Arant Boul Cummings LLP, 1819 Fifth Ave North Birmingham, AL 35203
 403 Ian S Marx & Greenberg Traurig LLP, 200 Park Ave Florham Park, NJ 07932.
 404 David Cunningham, Default Director for GMACM
 404 to 501 Jane and John Doe Law firms and Attorneys representing Third Parties who failed to comply DUE PROCESS and RIGHT TO EQUAL PROTECTION OF LAWS, CLAUSES OF US CONSTITUTION
 502 Superior Court of New Jersey Judge Thomas P. Olivieri
 503 to 551. Jane and John Doe Trusts floated by banks without disclosure to owner of properties.

Third Party(s)

WRITTEN ANSWER AND COUNTER CLAIM AND THIRD PARTIES CLAIM WITH REQUEST OF JURY TRIAL ALLONG WITH REQUEST TO TRANSFER THE PRESENT PROCEEDINGS TO US FEDERAL COURT AS ALL SUPERIOR COURTS AND SUPREME COURTS OF NEW JERSEY ARE PARTIES IN PRESENT ACTION.

FURTHER IT IS REQUESTED THAT FEDERAL COURT MAY CONVERT PRESENT CASE IN TO CLASSACTION AGAINST PLAINTIFFS AND THIRD PARTIES.

IT IS ALSO REQUESTED THAT FEDERAL COURT MAY APPOINT AN CLASSACTION ATTORNEY TO PRESS CLAIMS MADE FOR CONSTITUTIONAL VIOLATIONS OF PLAINTIFFS AND THIRD PARTIES AGAINST PEOPLE OF UNITED STATES and AGARWAL'S Be DECLARED LEAD CLAIMANTS.

PROCEDURAL HISTORY IN COURT Docket # F-1569-09

1. THAT on 1/7/09 plaintiff # 1 and third party #1 filed plaint, Docket # F-1569-09.
2. THAT plaint # Docket F-1569-09 was captioned "*GMAC Mortgage, LLC, Plaintiff Vs. Madhubala Agarwal; Mrs. Madhubala Agarwal, his wife; State of New Jersey, Defendant(s).*"
3. THAT on 2/5/2009 Jennifer M. Perez of Superior Court of New Jersey issued Civil Action Summons for Docket No. F-1569-09 was captioned "*Citigroup Global Markets Realty Corp., Plaintiff, VS. Madhubala Agarwal, et al, Defendant(s).*"
4. THAT no amendment to the caption or summons was filed or served to both defendants.
5. THAT on 2/5/2009 Rosemarie Diamond issued a letter dated 2/5/2009 states "*RE: Citigroup Global Markets Realty Corp. vs. Madhubala Agarwal, et al.*" "Docket No.: F-1569-09".
6. THAT (ONLY ONE) letter for **due process service** was mailed to Mrs. Madhubala Agarwal at the address: 419 Esplanade, Maywood, NJ 07607 via certified mail # 7008 3230 0001 8386 4132 and was delivered on 2/27/09 to Mrs Madhubala Agarwal.
7. THAT there is no record of service of summons and complaint to Mr. Madhubala Agarwal (A.K.A.) Dr. Anil Agarwal (his wife is Mrs. Madhubala Agarwal).
8. THAT defendant Mr. Madhubala Agarwal (A.K.A. Dr. Anil Agarwal, was never served the summons and complaint as required by Fourteenth Amendment Mandates. No proof of Service was filed for service on Mr. Madhubala Agarwal although proof of service was filed for service on Mrs. Madhubala Agarwal.
9. THAT Mrs. Madhubala Agarwal filed ANSWER and COUNTER CLAIM and **DEMAND FOR TRIAL BY JURY** on all issues and Civil Case Information Statement on 3/27/2009.
10. THAT ANSWER and COUNTER CLAIM and **DEMAND FOR TRIAL BY JURY** on all issues and Civil Case Information Statement was received by Plaintiff(s) attorney on 3/30/2009
11. THAT on 4/6/2009 Plaintiff(s) attorney filed Certification of Inquiry/Mailing, and Notice to State of New Jersey, and Acknowledgment of Service, and Notice of Voluntary Dismissal, and Request of Default.
12. THAT Plaintiff(s) attorney did not serve Certification of Inquiry/Mailing, and Notice to State of New Jersey, and Acknowledgment of Service, and Notice of Voluntary Dismissal, and Request of Default to both defendants.
13. THAT on 4/6/09 plaintiff/s attorney/s (Phelan Hallinan and Schmieg, PC.) filled voluntary dismissal of the plaintiff's petition against Mrs. Madhubala Agarwal
14. THAT in Acknowledgment of Service Attorney General of State of New Jersey acknowledges the service of Summons dated 5/22/2009 with Acknowledgement of Service dated 1/21/2008 is signed by "*Janette Smaluumke*" for ANNE MILGRAM on 1/21/2009. Acknowledgment of Service was filed with Superior Court Clerk's Office on 4/6/2009 by Brian Blake Esquire of Phelan Hallinan & Schmieg PC, this shows the documents to be **FRAUDULENT**.

15. THAT Judge Thomas P. Olivieri violated oath of office by failing to provide JURY TRIAL SCHEDULE as required by SEVENTH and FOURTEENTH AMENDMENT OF THE CONSTITUTION making the trial unconstitutional and without Jurisdiction.
16. THAT on 6/30/09 Dorothy A. Kowal, Esq. of Price, Meese, Shulman & D'Arminio filed Motion to dismiss on behalf of Experian (Third party).
17. THAT on 7/2/09 Hillary A Fraenkel, Esq. of Marshall, Dennehey, Warner, Coleman & Goggin filed Motion to dismiss on behalf of Innovis (Third party).
18. THAT on 7/7/09 Timothy P. Creech, Esq. of Kogan, Trichon & Wertheimer, PC joined the Motions to dismiss on behalf of Trans Union (Third party).
- 19 THAT Cara L. Hergenroether, Esq. of King & Spalding LLP did not file any Motions to dismiss on behalf of Equifax (Third party).
20. THAT on 7/24/2009 Mrs. Agarwal filed reply to Motions with the request to the court directing defendant to amend the defendant's claims against plaintiff/s and third parties to comply with due process requirements of Constitution.
21. THAT on 8/17/2009 Trial Court Judge Thomas P. Olivieri entered unconstitutional summary order in violation of his oath of office, thus without jurisdiction as JURY TRIAL was requested and never waived by defendant/s as required by Seventh and Fourteenth Amendments of the Constitution.
22. THAT order dated 8/17/2009 required it to be served within seven days but was delivered to Mr Agarwal only at the address of Mrs. Agarwal not in required 7 days.
23. THAT Trial Court Judge violated his oath of office by not upholding Constitution.
24. THAT on 8/31/2009 Defendants filed and mailed interrogatories to Experian, Innovis, Trans Union and Equifax.
25. THAT on 12/22/2010 Heather N. Danesh, Esq. of Fleischer, Fleischer & Suglia filed Motion for Summary Judgment with exhibit "D" alleged "Assignment of Mortgage" which is **FORGERY on its FACE.**
26. THAT Defendant/s filed reply to the Motion dated 12/21/10 and a Motion to strike plaintiff/s complaint.
27. THAT Transcript of hearing dated 3/4/11 is on record.
28. THAT Order was filed and signed by Judge Thomas P. Olivieri on 3/4/2011
29. THAT timely notice of appeal was filed with Appellate Division and Judges in the Appellate Division violated the oath of office by not providing due process to it.

STATEMENT OF FACTS OF THE CASE

- 30 THAT on or about 10/27/1982 the subject property was sold to Lucia Agurto by City of Jersey City by way of registered deed.
31. THAT deed specifically mentions "**The grantee shall not sell, convey or otherwise transfer the above described property until all the conditions of sale contained in the resolution authorizing said sale, which resolution was adopted by the governing body of the City of Jersey City on May 12, 1982 have been fully complied with, without the express consent of the governing body. Any such conveyance prior to compliance with all the conditions of sale without the approval of said governing body, shall be null and void** and the grantor, City of Jersey City, shall have the right to take all legal action to set

aside any such deed. The governing body shall, upon completion of all the terms and conditions of the sale by the grantee, adopt a resolution stating such fact and removing from the above such restriction against subsequent alienation.”

32. THAT restriction of sale was not removed by express consent of City of Jersey City till alleged Assignment of Mortgage dated 6/1/05 was allegedly signed
33. THAT as the Ameriquest Mortgage Company required title insurance which was paid by Defendant/s. As title of property renders Mortgage NULL AND VOID at the time of origination of alleged Null and Void Mortgage, thus only remedy available to Ameriquest Mortgage Company and/or its legal assignees is for bad title is against Title Insurance Company for the amount of Insurance purchased plus any insurance enforcement charges incurred later on.
34. THAT the Defendants are willing to start action for claim against the title insurance company after we enter with actual alleged mortgage note holder to divide the claim proceeds (ratio of defendant's equity going to defendant and amount of money actually disbursed by the Null and Void Mortgage note holder at the time of closing; in other words the ratio will be Loan to value at the time of closing after all the expenses).
35. THAT somehow property possession was transferred to Gerald Willaidom and Helen Ferdinand.
36. THAT on or about 8/31/2001 Gerald Willaidom and Helen Ferdinand sold and transferred the possession of property to defendant Mrs. Madhubala Agarwal (M Agarwal).
37. THAT on or about 8/30/05 Defendant/s received letter that servicing of the alleged loan was transferred to GMAC Mortgage Corporation and not GMAC Mortgage, LLC.
38. THAT till today Defendant/s never received any notification about transfer and/or assignment of Mortgage note dated 5/19/05 from Ameriquest Mortgage Company as required by RESPA i.e. GMAC Mortgage, LLC has no cause of action to file present action as plaintiff.
39. THAT RESPA requires \$ 1000 statutory penalty and damages per day after expiry of 15 days of alleged transfer and/or assignment of ownership of “NOTE” if statutory notice is not given.
40. THAT RESPA also requires that any collections of any money without proper notification carries the statutory penalty and damages equal to twice the amount of money collected with wrong pretext [also known as postal and wire FRAUD]
41. THAT on or about May 2006 and June of 2006 GMAC (alleged plaintiff or agent of Ameriquest Mortgage) reported late payments for respective months to third parties all (four) credit bureaus.
42. THAT once defendant's Dr. & Mrs. Agarwal found out about the two wrong reporting's contacted GMAC (alleged plaintiff/ agent of Ameriquest Mortgage) and third party credit bureaus and requested corrections.
43. THAT on 6/19/2007 Defendant M. Agarwal sent a letter with payment history of the Defendant's bank account for March, April, May, June and July of year 2006.
44. THAT on 7/3/07 GMAC Mortgage refused to correct wrong credit reporting for May and June of 2006 payments and asked Defendant M. Agarwal to explain the alleged delinquencies.

45. THAT on 7/19/2007 M. Agarwal again requested to correct the May & June 2006 wrong reporting's.
46. THAT ON 8/3/07 GMAC Mortgage again refused to correct the two wrong reporting's.
47. THAT on 4/24/08 defendant/s received letter and Dr. Anil Agarwal called the customer service and Gabreal I.D. 77580 explained that mortgage Note certificate has been bought by City Group Market Global Realty thus Dr. Agarwal should contact them and request corrections if not satisfied
48. THAT in same conversation with Gabreal when Dr. Agarwal requested in writing that current owner of mortgage note certificate was City Group Market Global Realty she said she is not equipped to handle Dr. Agarwal's requested letter.
49. THAT in same conversation Dr. Agarwal raised the issue about how in adjustable rate mortgage the interest rate can only go up and not down if the prime rate index goes down a violation of truth in lending act.
50. THAT till 6/18/08 GMAC actively refused to correct the wrong reporting's for May & June of 2006.
51. THAT on 6/26/08 M. Agarwal requested credit report from Innovis.
52. THAT once credit bureaus and GMAC refused to correct the May & June 2006 two wrong reporting's contacted via letter dated 9/17/08 other parties (NJDOBI, FTC, FDIC etc) also, on the advice of FTC representative.
53. THAT on 9/26/08 and 9/29/08 GMAC corrected the wrong reporting's for May & June 2006.
54. THAT Fair Credit Reporting Act mandates defendant/s right to statutory damages minimum \$100 to maximum \$ 1000 per day, per reporting, per credit Bureau till it is corrected
55. THAT Fair Credit Reporting Act also allows any and all tort claims and actual losses suffered by the aggrieved party.
56. THAT on or about 12/12/08 Phelan Hallinan & Schmieg, P.C. sent the letter on behalf of Plaintiff **Citigroup Global Markets Realty Corp.** to Postmaster, Jersey City.
57. THAT on or about 12/12/08 Phelan Hallinan & Schmieg, P.C. sent the letter on behalf of Plaintiff **Citigroup Global Markets Realty Corp.** to Postmaster, Maywood
58. THAT plaintiff/s filed the present case Docket # F-1569-09 on 1/7/2009 without cause of action.
59. THAT on 1/23/09 the unsuccessful attempted service for the complaint and summons for Mrs. Madhubala Agarwal was made at the address 153 New York Avenue, Jersey City, NJ.
60. THAT on 1/23/09 the unsuccessful attempted service for the complaint and summons for Mr. Madhubala Agarwal was made at the address 153 New York Avenue, Jersey City, NJ.
61. THAT the summons dated 2/5/2009 names Plaintiff as **Citigroup Global Markets Realty Corp.**
62. THAT covering letter dated 2/5/2009 names Plaintiff as **Citigroup Global Markets Realty Corp**

63. THAT complaint alleges that Ameriquest assigned the Mortgage to GMAC Mortgage LLC on 6/1/05 which is **fraudulent** itself.
64. THAT alleged Assignment was allegedly signed by Loretta Barnes as AGENT of Ameriquest Mortgage Company on 6/1/2005 in witnessed by Notary Public Elizabeth J. Amon.
65. THAT alleged Assignment states "the Undersigned has hereunto set its hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed on 6/1/2005" but somehow the designation of Loretta Barnes says "AGENT".
66. THAT on alleged Assignment the Seal of Ameriquest Mortgage Company shows that it is DELAWARE Corporation thus have Registered Corporate AGENT as required by DELAWARE LAWS which is not Loretta Barnes and has to maintain Delaware business license as on 6/1/2005.
67. THAT alleged Assignment dated 6/1/05 states "Said Mortgage is recorded in official records of HUDSON County, State of New Jersey Recorded in Book 13126, on Page 219 on 7/21/05 that is future recording date
68. THAT alleged Assignment dated 6/1/05 states "LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF" is missing as only one page was allegedly recorded thus it is incomplete also as part of FRAUD.
69. THAT no amendment to the caption was filed or served to both defendants.
- 70 THAT on 2/5/2009 Rosemarie Diamond issued a letter dated 2/5/2009 states "RE: *Citigroup Global Markets Realty Corp. vs. Madhubala Agarwal, et al.*" "Docket No.: F-1569-09".
71. THAT (ONLY ONE) letter for **due process service** was only mailed to Mrs Madhubala Agarwal at the address: 419 Esplanade, Maywood, NJ 07607 via certified mail # 7008 3230 0001 8386 4132 and was delivered on 2/27/09 to Mrs. Madhubala Agarwal.
- 72 THAT defendant Mr. Madhubala Agarwal was never served the summons and complaint as required by Fourteenth Amendment Mandates. No proof of Service was filed for service on Mr. Madhubala Agarwal although proof of service was filed for service on Mrs. Madhubala Agarwal.
73. THAT Mrs. Madhubala Agarwal filed ANSWER and COUNTER CLAIM and **DEMAND FOR TRIAL BY JURY** on all issues and Civil Case Information Statement on 3/27/2009.
74. THAT ANSWER and COUNTER CLAIM and **DEMAND FOR TRIAL BY JURY** on all issues and Civil Case Information Statement was received by Plaintiff(s) attorney on 3/30/2009.
75. THAT on 4/6/2009 Plaintiff(s) attorney filed Certification of Inquiry/Mailing, and Notice to State of New Jersey, and Acknowledgment of Service, and Notice of Voluntary Dismissal, and Request of Default.
76. THAT Plaintiff(s) attorney did not serve Certification of Inquiry/Mailing, and Notice to State of New Jersey, and Acknowledgment of Service, and Notice of Voluntary Dismissal, and Request of Default to both defendants.
77. THAT on 4/6/09 plaintiff/s attorney/s (Phelan & Phelan PC) filled voluntary dismissal of the plaintiff's petition against Mrs. Madhubala Agarwal.

78. THAT in Acknowledgment of Service Attorney General of State of New Jersey acknowledges the service of Summons dated 5/22/2009 with Acknowledgement of Service dated 1/21/2008 is signed by "Janette Smaluomke" for ANNE MILGRAM on 1/21/2009. Acknowledgment of Service was filed with Superior Court Clerk's Office on 4/6/2009 by Brian Blake Esquire of Phelan Hallinan & Schmieg PC, this shows the documents to be **FRAUDULENT**.
79. THAT Court Judge Thomas P. Olivieri failed to provide JURY TRIAL SCHEDULE as required by SEVENTH and FOURTHEENTH AMENDMENT OF THE CONSTITUTION thus violated oath of office rendering trial unconstitutional and thus without Jurisdiction.
80. THAT on 6/30/09 Dorothy A. Kowal, Esq. of Price, Meese, Shulman & D'Arminio filed Motion to dismiss on behalf of Experian (Third party).
81. THAT on 7/2/09 Hillary A Fraenkel, Esq. of Marshall, Dennehey, Warner, Coleman & Goggin filed Motion to dismiss on behalf of Innovis (Third party).
82. THAT on 7/7/09 Timothy P. Creech, Esq. of Kogan, Trichon & Wertheimer, PC joined the Motions to dismiss on behalf of Trans Union (Third party).
83. THAT Cara L. Hergenroether, Esq. of King & Spalding LLP did not file any Motions to dismiss on behalf of Equifax (Third party).
84. THAT on 7/24/2009 Mrs. Agarwal filed reply to Motions with the request to the court directing defendant to amend the defendant's claims against plaintiff/s and third parties to comply with due process requirements of Constitution.
85. THAT on 8/17/2009 Trial Court Judge Thomas P. Olivieri entered unconstitutional summary order thus without jurisdiction as JURY TRIAL was requested and never waved by defendant/s as required by Seventh and Fourteenth Amendments of the Constitution.
86. THAT order dated 8/17/2009 required it to be served within seven days but was delivered to Mr. Agarwal only at the address of Mrs. Agarwal not in required 7 days.
87. THAT Trial Court Judge violated his oath of office by not upholding Constitution.
88. THAT on 8/31/2009 Defendants filed and mailed interrogatories to Experian, Innovis, Trans Union and Equifax.
89. THAT on 12/22/2010 Heather N. Danesh, Esq. of Fleischer, Fleischer & Suglia filed Motion for Summary Judgment with exhibit "D" alleged "Assignment of Mortgage" which is **FORGERY on its FACE**.
90. THAT Defendant/s filed reply to the Motion dated 12/21/10 and a Motion to strike plaintiff/s complaint.
91. THAT Transcript of hearing dated 3/4/11 is on the record of the case.
92. THAT Ms Domowitch states "Your Honor, it was really against Madhubala Agarwal and Mrs. Agarwal, his wife, which is a fictitious name, so that part, that fictitious person, I guess, was dismissed, but Dr. Agarwal was never a party in this case, the only party is his wife"
93. THAT The COURT (226a) stated " Yes, there were two defendants with the name Madhubala Agarwal, one was Madhubala Agarwal and there was another defendant, Mrs. Madhubala Agarwal, his wife. That latter person was dismissed, but Madhubala Agarwal is still party defendant".
94. THAT Order was filed and signed by Judge Thomas P. Olivieri on 3/4/2011.

**ISSUES RAISED IN PRESENT PROCEEDING TO BE ADDRESSED
AS REQUIRED BY DUE PROCESS**

95. THAT if DUE PROCESS is not followed in any pre-proceeding, during the proceeding or post proceedings, all actions subsequent to breach of DUE PROCESS are null and void?
96. THAT in case of JURY TRIAL is requested as required by seventh amendment of CONSTITUTION, then TRIAL COURT Judge (Presiding Officer) had conflict of interest if the Presiding Officer substitutes himself for JURY?
97. THAT if the SEVENTH AMENDMENT purpose is to neutralize the Judge's in-put in deciding the case?
98. THAT if the TRIAL COURT procedures could not retain Jurisdiction due to errors of LAW (LAW of Neutral Justice, Due Process, Inherent Right to Finding Truth and Right to get Justice all) as required by the CONSTITUTION?
99. THAT if the Golden Principal of Neutral Justice was followed on every step of the proceedings in the TRIAL COURT?
100. THAT if the due process has to followed on every step of the any proceedings?
101. THAT when complaint (**F-1569-09**) was never served or even any effort was made to serve it on Mr. Madhubala Agarwal (Dr. Anil Agarwal) and was only served on Mrs. Madhubala Agarwal and complaint was voluntarily dismissed against Mrs. Madhubala Agarwal then can any order be entered against either of Agarwal's?
102. THAT if plaintiff/s attorney's covering letter and court's summons (**F-1569-09**) states plaintiff's name as Citigroup Global Markets Realty Corp. then can plaintiff change its name without any amendment of the complaint, to **GMAC Mortgage LLC** and comply due process requirements?
103. THAT if no summons (**F-1569-09**) were issued as naming Plaintiff as **GMAC Mortgage LLC** does the complaint can go forward under due process?
104. THAT the NOTICE or SUMMONS requirements are "SPECIFICITY" and "CORRECTNESS IN TOTALITY" with no room for "VAGUENESS"?
105. THAT plaintiff never provided any Notice of change of ownership of Mortgage note which should be provided within 15 days of closing of change of ownership if not provided then carries \$ 1000 per day statutory damages/fines as required by Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. Section 2605).
106. THAT by law no cause of action can accrue as change of ownership notice was never provided to Defendant/s?
107. THAT Mrs. Madhubala Agarwal filed/filing third party claim which was an statutory claim under FCRA along with additional actual damages can the evidence be evaluated by other then JURY in case of JURY TRIAL?
108. THAT the complaint (**F-1569-09**) is subject to dismissal for non-joinder of essential parties under Domestic Partnership Act N.J.S 26:8A-6 which requires Dr. Anil Agarwal (AKA Mr. Madhubala Agarwal) as essential party to be served?
109. THAT did plaintiff/s, plaintiff/s attorneys complied with Fair Debt Collection Practices Act 15 U.S.C. Section 1601 as amended?

110. THAT does Fourteenth Amendment actually puts affirmative action responsibility on every entity responsible for any action including Judge and court?
111. THAT if plaintiff/s attorney has due process responsibility to study the facts and documents for fraud and forgery before filling of the complaint?
112. THAT if due process requirements under US Constitution are: different for each of Physicians and/or Lawyers and/or Judges and/or Court employees and/or other professionals and/or other entities etc.? OR is same for everyone bound by US Constitution?
113. THAT in absence of notice of change of ownership of Note as required by RESPA within 15 days of change of ownership, does the notice default can be cured without payment of statutory penalty and damages? Or does any notice of default loses its validity as only owner can have cause of action?
114. THAT if the Judge does not provided due process to AGARWAL's petitions then judge is in violation of the oath of office and as soon oath of office violation happens the JUDGE holds the office without JURISDICTION? [Oath of office and violation of oath of office both are voluntary acts thus burden to prove it under due process requirement is on violator itself.]

JURISDICTIONAL ERRORS AS REFLECTED IN Docket #: F-025354

That Jurisdiction of the Court entering the order dated 12/13/2012 is challenged on following grounds:

115. THAT no FCIS form was filled in docket # F-025354 was filed with the filling of the docket # F-025354 (any violations of the NJ Court Rules, NJ and US Constitution makes the all proceedings in F-025354 void **ab-netio**).
116. THAT no papers of docket # F-025354 were served on any or all the parties (especially on Madhu Agarwal and Dr. Anil Agarwal of docket # **F-1569-09**).
117. THAT no motion papers were served on or received by answering defendant/s regarding giving Jurisdiction to Superior Court Judge PAUL INNES to pass order dated Dec. 13th, 2013 (basically due to violation of DUE PROCESS clause of US Constitution). [**Caveat: An Judge who took voluntary oath of office to comply with US CONSTITUTION** violates the oath of office his retaining of office becomes without **JURISDICTION**. Unfortunately to provide due process is an **affirmative action** thus burden to prove it is upon the person responsible to provide due process.]
118. WHEREFORE it is **prayed** that court before taking up the motion for summary proceeding has responsibility of checking that service is confirmed upon all the original parties in the alleged Docket # **F-1569-09** and **all other dockets**.
119. WHEREFORE it is prayed that court before taking any action in Docket # F-025354 direct the plaintiff/s that they should provide the chain of title of each Mortgage Note showing their standing to foreclose.
120. WHEREFORE it is prayed that plaintiff/s should be ordered to provide the Name and Addresses all codefendants so we can turn this docket # in class action suit against all plaintiff/s for banks doing arms length agreements, breaking anti-trust laws and conflict of interest dealings, along with **FRAUD** and **CONSPIRACY**.

121. THAT Court Judge is PAUL INNES is BOUND by his OATH OF OFFICE to file an complaint against all the plaintiff/s for Racketeering in Superior Courts of New Jersey, Obstruction of Justice for all the Defendants with Federal Attorney General office for Due Process (unless the crime was blessed by the Judge)
122. THAT any COURT PROCEEDING/S cannot be filed without CAUSE OF ACTION as required by DUE PROCESS PROTECTION OF THE US CONSTITUTION. Thus New Jersey Supreme Court Justices voluntarily violated their OATH OF OFFICE rendering the UNCONSTITUTIONAL decision through Justice PATTERSON Further it shall be noted that once any one bound by oath of office if violates the oath cannot hold that office as it basically becomes holding an office without taking the oath of office
123. THAT any COURT cannot amend the US CONSTITUTION via a Court directive or Court order as the order is WITHOUT JURISDICTION *ab-netio* and will constitute another violation of the oath of office
124. THAT any Court order cannot be enforced against nonparty. As if it can be done then OBSTRUCTION OF JUSTICE will bread through correcting the notice requirements etc. etc. and mutating plaintiff/s and defendant's names after JUDGEMENTS.

CONCLUSION and RELIEF REQUESTED:

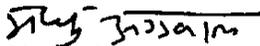
125. Wherefore it is requested that any pleadings of CITIGROUP GLOBAL MARKETS REALTY CORP., and/or GMAC Mortgage Corp., and/or GMAC Mortgage, LLC be dismissed against all defendants for LACK of Service or Lack of Due Process. **AND**
126. Wherefore the Mrs. Madhubala Agarwal claim against case CITIGROUP GLOBAL MARKETS REALTY CORP., and/or GMAC Mortgage, LLC, and/or Experian and/or Innovis and/or Trans Union and/or Equifax be presented to JURY for hearing evidence and deciding Statutory Damages which are minimum \$632,800 to maximum \$6,328,000 along with actual damages suffered by Mrs. Madhubala Agarwal.

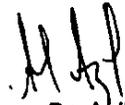
WE HOPE Honorable Court to uphold JUSTICE, TRUTH, and CONSTITUTION.

GOD BLESS AMERICA

SIGNATURE

Date: 2/22/2013


Madhu Agarwal


Dr. Anil Agarwal