

GOLDBERG SEGALLA LLP

Seth L. Laver, Esquire (01541 2004)
and
 301 Carnegie Center Drive, Ste. 200
 & Associates, PA
 Princeton, New Jersey 08540-6587
 Phone: (609) 986-1300

Attorneys for Defendants

Jeffrey Dragon, Esquire

Law Offices of Dragon

CATRINA SURRATT,

Plaintiff,

v.

JEFFREY DRAGON, ESQUIRE and
 DRAGON & ASSOCIATES

Defendants.

: SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION

: CAMDEN COUNTY

:

DOCKET NO. CAM-L-00128-23

: CIVIL ACTION

:

: **ORDER**

AND NOW, this ____ day of _____, 2023, upon consideration of the Motion to Dismiss of Defendants Jeffrey Dragon, Esquire and Dragon & Associates, and upon consideration of any opposition to the motion, and for good cause shown, it is hereby **ORDERED** that the motion is **GRANTED**, and all claims set forth in the Amended Complaint against Jeffrey Dragon, Esquire and Dragon & Associates are **DISMISSED WITH PREJUDICE**.

BY THE COURT:

J.S.C.

_____ Opposed

_____ Unopposed

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Attorneys for Defendants
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Law Offices of Dragon & Associates, PA

CATRINA SURRATT,
Plaintiff,
v.

JEFFREY DRAGON, ESQUIRE and
DRAGON & ASSOCIATES
Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: CAMDEN COUNTY
:
: DOCKET NO. CAM-L-00128-23
: CIVIL ACTION
:
: **NOTICE OF MOTION TO**
: **DISMISS COMPLAINT PURSUANT**
: **TO R. 4:6-2(e)**

TO: Catrina Surratt
43 Woodvale Drive
Atco, New Jersey 08004

PLEASE TAKE NOTICE that on **February 3, 2024** at 9:00 a.m. or as soon thereafter as counsel may be heard, the undersigned attorney will move to dismiss the complaint before the Superior Court of New Jersey, Law Division, Camden County;

PLEASE TAKE FURTHER NOTICE that in accordance with Rule 1:6-2(a), a proposed form of Order is attached.

PLEASE TAKE FURTHER NOTICE that in support of the within motion, the moving defendants shall rely on the brief and exhibits submitted herewith.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 1:6-2, oral argument is requested, if there is timely opposition to the motion.

GOLDBERG SEGALLA LLP

Date: January 9, 2024

By: /s/ *Seth L. Laver*

Seth L. Laver, Esquire

Identification No. 01541 2004

301 Carnegie Center Drive, Ste. 200

Princeton, New Jersey 08540-6587

Attorneys for Defendants

GOLDBERG SEGALLA LLP

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CATRINA SURRATT,

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v.

JEFFREY DRAGON, ESQUIRE and
DRAGON & ASSOCIATES

Defendants.

: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: CAMDEN COUNTY

:
: DOCKET NO. CAM-L-00128-23
: CIVIL ACTION

:
: **BRIEF IN SUPPORT OF MOTION TO**
: **DISMISS AMENDED COMPLAINT**
: **PURSUANT TO R. 4:6-2(e)**

GOLDBERG SEGALLA LLP

Date: January 9, 2024

By: /s/ Seth L. Laver

Seth L. Laver, Esquire
Identification No. 01541 2004
301 Carnegie Center Drive, Ste. 200
Princeton, New Jersey 08540-6587

Attorneys for Defendants

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I. PRELIMINARY STATEMENT

A plaintiff's failure to timely provide an Affidavit of Merit amounts to a failure to state a claim, which warrants dismissal. Pursuant to N.J.S.A. 2A:53A-27, in any action alleging professional negligence against an attorney, the plaintiff must serve "an affidavit of an appropriate licensed person that there exists a reasonable probability that the care, skill or knowledge exercised or exhibited in the treatment, practice or work that is the subject of the complaint, fell outside acceptable professional or occupational standards or treatment practices." *Id.* Plaintiff's deadline to provide her Affidavit of Merit was January 5, 2024; i.e. 60-days from when the defendants filed their Answer to the Amended Complaint. Given Plaintiff's failure to meet this deadline, dismissal is required, with prejudice.

II. STATEMENT OF THE QUESTION PRESENTED

- a. Is dismissal required when a plaintiff purporting to plead legal malpractice has not timely provided an affidavit of merit? *Suggested answer: yes, dismissal is required.*

III. INTRODUCTION AND BACKGROUND

Plaintiff Catrina Surratt ("Plaintiff") initiated this action against Moving Defendants Jeffrey Dragon, Esquire and Law Offices of Dragon & Associates, PA ("Moving Defendants") by way of a complaint dated January 5, 2023. According to Plaintiff, on April 10, 2019 she engaged Moving Defendants "to take Citi Mortgage, Inc. to court." *See, Ex. A ¶1.* Although the allegations are lacking and/or unclear, apparently Plaintiff's underlying dispute concerns a mortgage associated with a property in the name of her deceased mother and the alleged failure of her attorneys – Moving Defendants – to achieve her desired result. Allegedly, Moving Defendants "deceive[d her] into thinking he was doing what [she] paid Jeffrey Dragon to do." *Id.*

Given Plaintiff's failure to plead any viable cause of action, Moving Defendants timely moved to dismiss the original complaint, which was granted, without prejudice. Following several rounds of motion practice, and amended pleadings, Plaintiff filed her most recent complaint on September 12, 2023. Again, Moving Defendants moved to dismiss. By way of an Order dated October 20, 2023, this

Court dismissed Plaintiff's claims, with prejudice, apart from "the claim alleging legal malpractice." *See, 10/20/2023 Order, Exhibit B.* Moving Defendants timely filed their Answer on November 6, 2023 thereby triggering Plaintiff's obligation to provide an Affidavit of Merit by January 5, 2024. Plaintiff has failed to do so.

IV. ARGUMENT

a. AFFIDAVIT OF MERIT STANDARD

Pursuant to N.J.S.A. 2A:53A-27, any complaint alleging malpractice against a licensed professional, including attorneys, must be accompanied by an affidavit authored by an appropriate professional within that field. The affiant must attest to the "reasonable probability" of professional negligence. *Id.* The statute was enacted as part of a tort reform package designed to "strike a fair balance between preserving a person's right to sue and controlling nuisance suits." *Palanque v. Lambert-Woolley*, 168 N.J. 398, 404 (2001), *citing* Office of the Governor, News Release 1 (June 29, 1995). The Affidavit of Merit requirement was intended by the Legislature to "to weed out meritless malpractice lawsuits at an early stage and to prevent frivolous litigation." *Id.* A plaintiff's deadline to file the Affidavit is 60 days from the defendant's answer. *Burns v. Belafsky*, 166 N.J. 466, 470-71 (2001). The failure to timely file is "considered tantamount to the failure to state a cause of action, subjecting the complaint to dismissal with prejudice." *Ferreira v. Rancocas Orthopedic Assocs.*, 178 N.J. 144, 149-50 (2003).

b. PLAINTIFF'S FAILURE TO PROVIDE AN AFFIDAVIT OF MERIT WARRANTS DISMISSAL

Plaintiff's Amended Complaint must be dismissed for failure to state a claim, as evidenced by her failure to timely provide an Affidavit of Merit. Plaintiff has not requested an extension nor otherwise provided good cause shown to excuse her delay. On the merits, Plaintiff has not properly pled the elements of legal malpractice. The allegations are based on insufficient facts and set forth mere conclusions without any background. Moving Defendants cannot comprehend the basis of the

claims, the basis of the alleged breach, how Plaintiff has allegedly incurred harm and how Moving Defendants allegedly contributed to said harm. It is this very type of incomprehensible legal malpractice claim which prompted the legislature to implement the Affidavit of Merit requirement to eliminate such baseless claims.

Moving Defendants acknowledge that Plaintiff opted to represent herself *pro se*. Yet, the allegations she seeks to lodge at Moving Defendants are serious and the rights of a *pro se* litigant “are not greater or lesser than any other party.” *D'Antonio v. Maytin*, 2007 N.J. Super. Unpub. LEXIS 240, at *13 (Super. Ct. App. Div. June 25, 2007). “Although, in certain circumstances procedural rules are relaxed for *pro se* litigants, in small claims court for example, substantive law is to be applied consistently whether an individual proceeds *pro se* or through an attorney.” *Id.* Thus, Plaintiff’s decision to proceed without counsel does not excuse her failure to timely provide the required Affidavit. *See* Rule 1:4-8 (no distinction between attorneys and *pro se* litigants in regard to the filing of frivolous pleadings).

V. CONCLUSION

For the reasons set forth above, and due to Plaintiff’s unexcused failure to timely file an Affidavit of Merit, Moving Defendants respectfully request the Court grant their motion and dismiss the Amended Complaint against them, with prejudice.

GOLDBERG SEGALLA LLP

By: /s/ Seth L. Laver

Date: January 9, 2024

Seth L. Laver, Esquire
Identification No. 01541 2004
301 Carnegie Center Drive, Ste. 200
Princeton, New Jersey 08540-6587

Attorneys for Defendants

GOLDBERG SEGALLA LLP

Seth L. Laver, Esquire (01541 2004)
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Princeton, New Jersey 08540-6587
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CATRINA SURRATT,

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v.

JEFFREY DRAGON, ESQUIRE and
DRAGON & ASSOCIATES

Defendants.

: SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION

: CAMDEN COUNTY

:

DOCKET NO. CAM-L-00128-23

: CIVIL ACTION

:

: **CERTIFICATE OF SERVICE**

The undersigned hereby certified on this day a true and correct copy of the foregoing Motion to Dismiss, along with supporting materials, was served via electronic filing and first class mail upon all counsel and unrepresented parties.

GOLDBERG SEGALLA LLP

By: /s/ Seth L. Laver

Date: January 9, 2024

Seth L. Laver, Esquire

Identification No. 01541 2004

301 Carnegie Center Drive, Ste. 200

Princeton, New Jersey 08540-6587

Attorneys for Defendants

EXHIBIT “A”

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING
IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

CATRINA SURRATT

V. (plaintiff)

JEFFREY F. DRAGON &
DRAGON & ASSOCIATS LAW FIRM

(defendant)

SUPERIOR COURT OF NEW JERSEY

CAMDEN COUNTY

CIVIL DIVISION

DOCKET NUMBER I-000-128-23

AMENDED

GOLDBERG SEGALLA

SETH L. LAVER

301 Carnegie center drive

PRINCETON, NJ 08540

PHONE# (609)986-1300

AMENED COMPLAINT

THE FOLLOWING DEFENDANTS COMMITTED UNATHORIZED PRACTIC OF LAW,FORCING UNATHERIZED
FORECLOSER ADVANCE FEE SCHEME,PYRAMID SCHEME,FORECLOSER FRAUD,REAL ESTATE FRAUD
MORTGAGE FRAUD, PRINCIPAL FRAUD,INTEREST FRAUD,ESCROW FRAUD,EMBEZZLEMENT,AID AND
ABET, LAWYER MISCONDUCT 8.4,VIOLATION OF RESPA,INFORECING PREDETOR LENDER ACTIVITY,
EXTORTION,TITLE X,FORGERY,N.J.S.A.2C;20-4,VIOLATION OF NEW JERSEY FORECLOSURE ACT.FFA,
N.J.S.A.SECT.2A;50-53 TO 2A;50-73 (JDDAL)PHD&J)(CTMI)CMF)(CTM)(CCLA&R)

NEW JERSEY ANT TRUST(ACT) ATA N.J.S.A.56-1 TO19 (JDDAL)FRADULANT UNETHICAL LEGAL SERVICE
THAT I PAID FORE FAIL TO REPRESENT HIS CLIENT INSTEAD THE DEFENDANT TOOK SIDE WITH THE BANKS
UNETHICAL BEHAVIOR FRAUD THEFT BY DECEPTION.2C;20-4, FAIL ON GIVING HIS CLIENT HONEST
SERVICE.R.8.4

VIOLATION OF NEW JERSEY ANT TRUST

I PLAINTIFF HIRED (JDDAL) ON APRIL 10,2019 AFTER (CTMI) (CMF) RETURNED MY MOTHER
BARBARA A. DAGGS CERTIFIED BANK CHECK TO PAY OFF MY HOME PAY. AFTER BILTARAL CONTRACT
AGREEMENT ON FEB.28,2019.

VIOLATION OF NEW JERSEY FAIR FORECLOSER ACT.2A;50-56.2;NEW JERSEY ANTI TRUST ACT.
R.33 U.S.C. SEC.931,R.1. R.8.

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

I PLAINTIFF WAS HAND DELIVERD FORECLOSER DOCUMENTS ON JAN.30,2019 OUTSIDE OF MY HOME,
43 WOODVALE DRIVE ATCO NEW JERSEY (BKA)WINSLOW TWP. FRO
VIOLATION OF NEW JERSEY FORECLOSER ACT.FFA (NOI") 56 (C)

VIOLATION NEW JERSEY ANT TRUST ACT. ATA N.J.S.A. 56 9-1 TO 19, STATE V. BROWN
THE DEFENDANT'S FORECLOSURE WAS IN VIOLATION OF NEW JERSEY FAIR FORECLOSURE ACT.

U.S. BANK OF NATIONAL ASSOCIATION V. GUILLAUME

A5001- THIS STATUE REVISES THE STATUE OF LIMITATION FOR RESIDENTIAL MORTGAGE FORECLOSURE BY CHANGING ONE OF THE THREE METHODS FOR CALCULATING THE TIME PERIOD FOR WHEN THE STATUE OF LIMITATION HAS EXPIRED.THE STATUE NOW PROVIDES THAT AN ACTION TO FORECLOSE A RESIDENTIAL MORTGAGE SHALL NOT BE COMMENCED FOLLOWING THE EARLIES OF (1) SIX YEARS FROM THE DATE FIXED FOR THE MAKING OF THE LAST PAYMENT.

I PLAINTIFF MADE PAYMENT IN 2018,2017,2016,WITH PROOF FACTS. INFACT (JDDAL) CHANGED ONE OF THE CONFIRMATION NUMBER ON ONE OF THE PAYMENTS STATEMENT THAT I MADE TO (CTMI) IN JULY 2018 PLUS I HAVE BANK STATEMENTS, (FACTS) FUKUZUME V. PEOPLE

THE DEFENDANTS HAVE 6 YEARS FROM THE MAKING OF DEFAULT WAS ENTERED ON OCT.21 2019,DEFENDANTS(JDDAL) (PHD&J) FILED A DEFAULT ON BEHALF OF (CTMI) ON OCT. 21,2019, UNITED STATES V. CONNOLLY NO.193806 2d CIR 2022

ON JAN.30,2019 DEFENDANTS PURSUED FORECLOSER ,I PLAINTIFF WAS HAND DELIVERD FORECLOSER DOCUMENTS OUTSIDE MY HOME.FROM (CTMI) FOR ACCOUNT # 0702322857-5; FLORECLOSURE DOCKET # F-001105-19 FILED IN NEW JERSEY SUPERIOR COURT OF CAMDEN COUNTY NO BALANCE MENTION NOR WORK OUT PLANE VIOLATION OF NEW JERSEY FAIR FORECLOSURE ACT. FFA ("NOI") 2A;50-56 56 (C), U.S. BANK NATIONAL ASSOCIATION V. GUILLAUME.

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

FUKUZUME V. PEOPLE

FRAUD THAT WAS EMERGENCY FUND PROGRAM,THE DEFENDANTS DID NOT PAY THAT LIEN ASK THEM WHY.

WHY THEY CLAIM TO HAVE PAID LIEN, THAT HAVE NOT BEEN PAID,WHAT HAPPEN TO THE MONEY.

DEFENDANTS CAN'T EXPLAIN THEIR FRAUD,IT'S IMPOSSIBLE

WHY DEFENDANTS FILE DEFAULT ON BEHALF OF (CTMI) ON OCT.21,2019 KNOWING I WAS JUST IN DEFENDANTS (JDDAL) OFFICE ON THE OCT.18,2019 TO PAY MY HOME

CTMI WAS DIRECTING ME (PLAINTIFF) & MY MOTHER TO CALL THEIR LAWYERS (PHD&J) WHO WOULD NEVER RETURN MY PHONE CALLS .WHO WAS NON-RESPONSIVE.BORG V. PHELAN ,J

CSFB V. CITI CLASS ACTION

RUL 12 CFR SEC.1026.35

(CTMI)(CMF) FINAL GAVE ME PLAINTIFF A PAY OFF BALANCE AFTER CALLING ALL MONTH FROM FEB.1,2019 UNTIL FEBRUARY 28,2019 MY MOTHER (BARBARA DAGGS) AND I (PLAINTIFF) ENTERED INTO BILATERAL ACT. (1880) CONTRACT WITH DEFENDANTS (CTMI)(CMF) MY MOTHER AND I WAS

VIOLATION NEW JERSEY FORECLOSURE ACT. 2A;50-56.2

UNITED STATE V. WRIGHT

INSTRUCTED ON HOW TO SEND THE FINALMENT PAY OFF \$ 48,000.00 WE WAS GIVING 2 CHOICES MAIL FINAL PAYMENT OR WIRE THE FINAL PAYMENT TO PAY OFF MY HOME.

DEFENDANTS (CTMI) RECIVED THE PAY OFF ON MARCH 3,2019 CERTIFIED MAIL.FROM PEMBERTON POST OFFICE IN PEMBERTON NEW JERSEY.

CERTIFIED BANK CHECK FROM MY MOTHER ACCOUNT TD BANK,DEFENDANTS (CTMI) TAMERD FRAUD WROTE PAYED OFF ON THE CERTIFIED BANK CHECK ON MARCH 19 ,2019 THEN STAMPED THE CHECK WITH BANK BLACK SEAL.ON MARCH 21,2019 ,THAT CONFIRMED PAY OFF.

THEN DEFENDANTS (CTMI)(CMF) SENT THE CERTIFIED BANK CHECK BACK 30 DAYS LATER AFTER TAMPERING WITH THE CERTIFIED BANK CHECK WITH WRITING AND MARKING IT UP,TAMPERING WITH PRIVIT PROPERTY A CHECK IS FRAUD IN EQUITY,IF (CTMI)WAS NOT GOING TO EXCEPT THE CERTIFIED BANK CHECK THEN THE DEFENDANTS WAS NOT AND SHOULD NEVER HAVE BEEN TAMPERED WITH,

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

PRIVATE PROPERTY, EXSPECIALLY IF YOU HAD NO INTENTION TO CURE THE LOAN. MAC.NALLY V. UNITED
STATES

CLAIMING NOT ENOUGH TO CURE THE LOAN,CALL (PHD&J) THEIR LAWYERS FOR THE PAY-OFF AMOUNT.

HOGAN V. CENTRAL LOAN ADMINISTRATION ;ANTI TRUST NJ STATE V. BROWN

UNITED STATES V. GARY L. MC.DUFF

MOORE V. UNITED STATE

THEN THE DEFENDANTS (CTMI) CLAIM TO HAVE TRANSFERRED THE LOAN OVER TO (CCLA&R)

DEFENDANTS (CTMI) SENT NOTICE OUT MARCH 30.2019 THAT MY NEW LOAN SERVER WILL BE (CCLA)

STARTING 4-1-2019 NOT ACCORDING TO (CCLA&R) THEY STARTED THEIR FRAUD ACCOUNT.
DITECHF FINANCIAL,LLC V. ELENA EVGLEVSKAYA(FAKE MORTGAGE) ON LOAN 2-1-2019.

FUKUZUME V. PEOPLE

I HIRED (JDDAL) ON APRIL 1-10-2019. (JDDAL) CHARGE ME \$225.00 TO LOOK OVER PAPER
WORK,\$3,500.00 TO TAKE (CTMI) TO COURT,DEFENDANTS FAILED REPRESENT THEIR CLINT, 8.4

BENCH WICK V. UNITED STATES

FRAUD IN THE FACTUM (1848) BLACK'S LAW

THE DEFENDANTS (JDDAL) IS EMPLOYER OF (CTMI)& (CCLA&R)WHO HELP CARRIE OUT THIS FRAUD IN
THE FACTUM, I WAS DECEVIED INTO THINKING FROM (JDDAL) WHO SUPPOSED TO HAVE BEEN MY
LEGAL REPRESENTATION 8.4

(JDDAL) WAS NOT ON MY SIDE AND THAT WAS SO FAR FROM THE TRUTH, NOT ONLY DID THE
DEFENDANTS NOT TAKE (CTMI) TO COURT LIKE I PAYED (JDDAL) TO DO.

THE DEFENDANTS (JDDAL) HELP (CTMI) CARRY AND CONTINUE WITH FRAUD FORECLOSURE PROCCES,

THE DEFENDANTS (JDDAL) PARTICIPATED IN REAL ESTATE FRAUD TRYING TO GET ME (PLAINTIFF) TO
ENTER A REINSTATEMENT LOAN A DEBT.WITH (CCLA&R) A DEBT THAT DON'T EXISIT. A FRAUD IN THE
FACTUM LOAN.

THROUGH A FRAUD IN THE FACTUM FORECLOSURE. (CCLA&R)&(JDDAL)(PHD&J) (CTMI) HAD DECIEVED
PLAINTIFF INTO THINKING THAT (CCLA&R) HAD MY HOME IN FORECLOSURE.(DEED HOLDER).

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

VIOLATION OF NEW JERSEY ANT TUST ACT

DITECHF FINANCIAL,LLC V. ELENA EVGLEVSKAYA,PAMELA M. TIMBER V.DEUTSCHE BAMK

THAT DEFENDANTS (CCLA&R) WAS TOO STARTED BEING NEW LOAN HOLDER FOR MY HOME ON 2-1-2019 OR 4-1-2019 (NEVER WAS CLEAR ON THAT DATE) (CTMI) &(CCLA&R) ON THAT START DATE. DEFENDANTS MADE FRAUDULANT STATEMENT ON THAT TRANSANS ACTION.

DEFENDAMTS CLAIM NEW MORTGAGE HOLDER SERVICER WOULD BE (CCLA&R).

REAL ESTATE FRAUD

DECEPTION TO THE CLIENT 8.4 MISLEAD THE CLIENT WITH FALSE INFOREMATION & FAKE DOCUMENTS MAKING ME THINK THAT (CCLA&R) HAD MY HOME IN FORECLOSURE,(CCLA&R) IS IN VIOLATION OF

NEW JERSEY FORECOSURE ACT. (CCLA&R)(JDDAL)(PHD&J) NEVER FILED THROUGHT THE COURTS

THE DEFENDANTS(JDDAL)(PHD&J(CCLA&R)(CTMI) FAIL TO AND MAKE SURE THAT DEFENDANTS (CCLA&R) FOLLOW NEW JERSEY FAIR FORECLOSURE ACT. PROCEDURES

THE DEFENDANTS (CTMI)(PHD&J) NEVER SHOWED THEIR DEBT. TO PROVE THEIR DEBT WHEN FIRST FILING, JAN 17,2019

THE DEFENDANTS (PHD&J)(JDDAL)(CTMI) NEVER FILE ANY PAPERWORK FOR (CTMI)WITH THE COURTS TO SHOW THIS DEBT. AMOUNT FIRST FILING WAS 1-17-2019 VIOLATION OF NEW JERSEY2A;50-56 (C)

NETHIER ANY ACCURATE PROOF OF (CCLA&R) DEBT.

DEFENDANTS (CCLA&R) DEBT, CAN NOT EXIST IF (CTMI) WAS OVER PAID

THE DEFENDANTS(JDDAL) WAS APART OF (CTMI)(CCL&R) LAW TEAM 8.4

THE DEFENDANTS (CTMI) EMPLOYEES (PHD&J) FILIED FORECLOSURE ON JAN,17 IN THE NEW JERSEY SUPERIOR COURT OF CAMDEN COUNTY NEW JERSEY HAND DELIVERD JAN.30,2019 ASSUME VIOLTION OF SECTION.2A;50-56

U.S. BANK NATIONAL ASSOCIATION V. GUILLAUME

THE DEFENDANTS (JDDAL) BEING MY LAWYER FAIL TO MAKE SURE THAT (CTMI)(CCLA&R)(PHD&J) WAS FOLLOWING RULES OF NEW JERSEY FAIR FORECLOSURE ACT. REGULATIONS INSTEAD (JDDAL) PARTICIAPATED WITH (CTMI)(CCLA&R)(PHD&J) FRAUD IN THE FACTUM (1848)

2A;50-56-

AFTER A DEBTOR FAIL TO MAKE PAYMENTS ON THEIR MORTGAGE AN D BEFORE A CRIDITOR MAY COMMENCE A FORECLOSURE ACTION, THE CREDITOR MUST SEND THE DEBTOR A WRITTEN NOTICE INTENTION TO FORECOSE FFA ("NOI")

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A:50-53 TO 2A:50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

AID AND ABETTING BENCH WICK V. UNITED STATES,297 F.2d 330 (9 TH cir.1961

I PLAINTIFF HIRED (JDDAL) ON APRIL 10,2019 TO TAKE (CTMI) TO COURT (JDDAL) WAS WORKING WITH DEFENDANTS (CTMI) (CCLA&R) (PHD&J) 8.4

DEFENDANT (JDDAL) DECIDED TO PARTICIPATE WITH FRAUD WITH DEFENDANTS (CTMI) (CMF)(CTM)(CCLA&R) IN COLLUSION TO DECIEVE, UNITED STATES V. BERNARD L. MADOFF

DEFENDANT (JDDAL) 8.4 WAS IN COLLUSION WITH(CTMI)(CCLA&R)(PHD&J) TO SCAME MONEY FROM ME PLAINTIFF & PROPERTY , STATE V. REED 174 N.J. SUPER 407

THE DEFENDANTS(JDDAL) WAS MISS LEADING PLAINTIFF INTO THINKING THAT MY FORECLOSURE CASE WAS IN COURT TO OPPOSE FORECLOSER THAT (CTMI) HAD FILED ON MY HOME,JAN. 17.2019.

I PLAINTIFF FOUND OUT IN SEPTEMBER THAT DEFENDANT WAS NOT REPRESENTING HIS CLIENT

,DEFENDANTS (CTMI) ENTER INTO CONTRACT THAT WAS NOT FULFILLED VIOLATION OF NEW JERSEY FFA ACT.2A;50-56.2 . BILATERAL; WITH BARBARA A. DAGGS PLAINTIFF MOTHER FUFILED,FRANCIS M. CABRAL V. CHRIS BRACAMONTE

DEFENDANTS (JDDAL) LEAD PLAINTIFF ON FOR 6 MONTHS,THINKING HE HAD FILED COURT DOCUMENTS TO STOP FORECLOSURE.

DEFENDANTS (JDDAL) CARRIED OUT A FRAUD MORTGAGE DEBT.FOR HIS EMPLOYER (CCLA&R)(CTMI) INDUSTIES V. THORORP. NOC-139

DEFENDANTS (JDDAL) CLAIM (CTMI) OVERLOOKED THE ESCROW BALANCE WHEN (CTMI) ENTERED INTO BILATERAL CONTRACT ESCOLA V. COCA COLA BOTTLING CO.24 CAL .2d 453 150 P 2d 1944 SUPR.COURT OF CALFORNIA

SO, THE DEFENDANTS JDDAL CLAIM THAT SOME TIMES BANKS DON'T SEE ESCROW SHORTGAGE \$ 44,583.79 , CTMI OVER LOOKED, STATE V. REED 174 N.J

ESCROW FRAUD,MY ESCROW WAS NOT \$ 44,583.79 FOR THREE YEARS,AND HOW CAN A FRAUD ACCOUNT BE SHORT, MORTGAGE CORP OF N.J. V. AETNA CAS & SURETY CO. (NJ1955-06)2D TOO;53;00 115 A 2d 43,19 NJ 30

(CCLA&R) CLAIM THEIR DEBT STARTED OUT WITH OVER 49,000.00 ON DOCUMENTS THAT WAS MAIL TO MY HOUSE. UNITED STATES V. POINDEXTER

(JDDAL) CLAIM THAT DEFENDANTS (CCLA&R) WAS IN COLLECTION FOR ESCROW SHORTGAGE, UNITED STATE .RYN

PERKINS V. C.T.X MORTGAGE CO.,137.Wn2d 93

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

(PHD&J) ON FORECLOSURE DOCUMTS CLAIM (CTMI) WAS IN COLLECT FOR PRINCIPAL AND INTEREST FOR THREE YEARS.FACTS I PLAINTIFF WAS NOT THREE YEARS BEHIND ON PAYMENTS (PROOF)

(CTMI) CLAIM A CASH ADVANCE THAT WAS TAKEN OUT IN JUNE TO JULY ON MY HOUSE FRAUD NEVER TAKEN CASH ADVANCE, STATE V. WILSON

THE DEFENDANTS (CTMI) CLAIM MY HOME WAS TRANSFERRED TO (CCLA&R);THAT'S NOT TRUE FALSE STATEMENTS ((CTMI) WAS STILL IN PURSUE OF FORECLOSUR,SO THEY CAN TAKE MY HOME.

SO (CTMI) CAN PURSUE FORECLOSER FASTER, CLAIM ABANDEN PROPERTY. STATE V. WILSON

ENTERED DEFAULT ON OCT.21,2019

(CCLA&R)WAS A DECORE A DISTRACTION FROM THE FRAUD THAT (CTMI) WAS DOING.LITTLE RICO ACT.

(JDDAL)FORGED MY NAME ON RETAINER CLAIM I SIGNED ,CHARGED MONEY THAT I DID NOT AGREE TO, \$350.00 HOUR ON BOTH OF MY CASES (JDDAL) WAS SUPPOSE TO HANDLING FOR ME (JDDAL)

DEFENDANTS HELP CARRIE OUT AN ACTUAL FRAUD 17 (C) REAL ESTATE FRAUD,LITTLE RICO ACT.

VIOLATION LITTLE RICO ACT.

THE DEFENDANTS MADE FALSE CLAIM (CTMI) THAT (CCLA&R) WAS GOING TO BE THE NEW LENDER STARTING 4-1-2019 (APRIL FOOLS DAY) ACCORDING TO (CCLA&R) STARTING DATE WAS 2-1-2019 HAD SWITCHED MORTGAGE LOAN

THE DEFENDANTS (CTMI) (PHD&J)(JDDAL) WAS STILL IN PURSUE OF FORECLOSURE ON OCT.21,2019 DEFENDANTS SUBMIT A FRAUDULANT DEFAULT; CLAIM PLAINTIFF WAS NON-RESPONSIVE.
HARRIS V. CENLAR, ROND LEE V. CENLAR.

(JDDAL) CONTINUE TO DELAY MY PAY OFF ON FRAUD BALANCE ON OCT.18,2019 I WAS READY TO PAY-OFF LOAN I WAS GETTING THE RUNAROUND SO DEFENDANTS CAN FILE A FRAUD DEFEAULT ON MY HOME.

UNITED STATES V. NIXION ,MAC.NALLY V. UNITED STATES.

THE DEFENDANTS (CTMI)(PHD&J)(JDDAL) FILED FRAUD DOCUMETS TO THE COURTS

ACCORDING TO MY DOCUMENTS (CTMI) NEVER SWITCHED MY LOAN OVER (CCLA&R) PROOF (PHD&J) WAS STILL SUBMITTING DOCUMENTS TO THE NEW JERSE SUPERIOR COURT OF CAMDEN COUNTY ON BEHALF OF (CTMI) FORECLOSURE EMBEZZLEMENT , MOORE V. UNITED STATES.

ON 1-17-2019 COMPLAINT WAS SUBMITTED TO THE COURTS

ON 1-18-2019 THE DEFENDANTS RECEIVED A DOCKET # NEXT DAY FROM ORIGINAL FILING A COMPLAINT

ON 1-25-2019 RETURN SERVICE

ON 1-28-2019 STIPULATION OF SETTLEMENT DISMISS

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A:50-53 TO 2A:50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

ON 2-22-2019 ANOTHER RETURN SERVICE (PHD&J) WAS WORKING WITH (JDDAL)
I HIRED (JDDAL) ON 4-10-2019 (CTMI) & (CCLA&R) LAWYER (JDDAL) 8.4

MAX FLOWER INDUSTRIES V. THORCORP.NOC-1349

ON 4-18-2019 ANOTHER FRAUD ENTRY, RETURN OF SERVICE SUBMITTED TO SUPERIOR COURT, UNITED STATE V. RYAN

ON 4-23-2019 THE DEFENDANTS REQUEST FOR A DEFAULT,
FRANCIS M. CABRAL V . CHRIS BROCARNOHLE

ON 4-29-2019 THE DEFENDANTS SUBMITTED PROOF OF MAILING

ON 6-19-2019 A CERTIFICATION OF MAILING,ACTUAL FRAUD 17 (C)

HOW CAN I BE NON-RESPONSIVE WHEN DEFENDANTS(PHD&J) WAS WORKING WITH (JDDAL) AND THEIR CORSPONDING WITH (JDDAL) SCAME, UNITED STATES V. DAVIS

DEFENDANTS(JDDAL)(PHD&J)(CCLA&R) WAS CARRYING OUT A FORECLOSER DEBT. THAT'S FRAUD IT'S A SCHEME WITH THREAT OF BEING PUT OUT OF MY HOME IF I DON'T PAY THIS FRAUD FORECLOSURE DEBT. SANDLIN V. CITI MORTGAGE INC,

DEFENDANTS CARRIED OUT DECEPTION CLAIMING THAT (CCLA&R) HAVE MY HOME IN FORECLOSUR
MC.NALLY V. UNITED STATES

DEFENDANTS (CCLA&R)(JDDAL)(PHD&J)(CTMI) DID NOT FILE FOR PERMISSION FOR FORECLOSURE IN NEW JERSEY SUPERIOR COURT OF CAMDEN CONTY NEW FERSEY CHANCERY DIVISION.VIOLATION OF NEW JERSEY FORECLOSURE ACT.

DEFENDANTS PURSUED A FRAUD FORECLOSURE (JDDAL) WAS MY LAWYER AND HELP CARRIED THE FRAUDULANT FORECLOSER DEBT. OUT NEW (CCLA&R) DID NOT HAVE NO DEBT. STATE V. REED

THE DEFENDANT CARRIED OUT THE SCHEME WITH MORTGAGE STATEMENT WITH TWO DIFFIRENT YEARS 2015 &2018 DATES ON THE SAME STATEMENT,UNITED STATE V.REED 17 N.J. SUPER 407

THE DEFENDANTS WAS TRYING TO DUPLICATE THE ORIGAINL STATEMENTS,
UNITED STATES V. HANSEN 599 US

DEFENDANTS WAS INVOLVED IN CHANGING THE BALANCE DUE ON THE MORTGAGE

THE DEFENDANTS WAS CHANGING ORIGANIAL STATEMENTS THAT (JDDAL) TOLD ME TO BRING INTO THE OFFICE AND MOST OF THEM WAS MY 2015 STATEMENT ,CENTRAL BANK OF DENVER V. FIRST INTER STATE BANK OF DENVER .US

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

I DID NOT HAVE ANY RECENT STATEMENT FOR HIM (CTMI) STOP SENDING STATEMENTS IN 2017. CFPB V.CITI

THE DEFENDANT'S VIOLATION OF NEW JERSRY ANT TRUST ACT.

THE DEFENDANT CARRIED OUT A FRAUD DEBT.TO TRY AND GET THE PLAINTIFF TO ENTER INTO A DEBT.

THE DEFENDANT'S TRIED FOR 7 MONTHS TO GET PLAINTIFF TO REINSTATE A LOAN THAT DON'T EXISIT
MC. NALLY V. UNITED STATES.

DEFENDANTS (JDDAL) CHANGED ID. NUMBERS OF PEOPLE I PLAINTIFF MADE CONTACT WITH AT (CTMI), DATES AND TIME,NAMES WAS CHANGED,(JDDAL) EVEN GOT RIDE OF THE GREEN RETURN SLIP FROM THE POST OFFICE RECIEPT THAT SHOW PROFF OF RECIEIVING MAILING TO (CTMI) THE PAY-OFF BALANCE.

DEFENDANTS (JDDAL),CLAIM IT WAS NOT IN MY FILE. 8.4

I HAD ASKED JDDAL ABOUT HIS FRAUDULANT ACTIVITY, HE TOLD ME I WAS I WAS WRONG HE DID NOT CHANGE ANY NOTES,AND THE POST OFFICE RECIEPT WAS NOT IN THE FOLDER(GREEN POST OFFICE RETURN RECIEPT I LEFT MY FILES FALSIFY .VB (15C)TO TAMPER WITH DOCUMENTS RECORD ETC.

R.8.4 HAWKINS MATTAER-XIV-04-0426E

CANDICE V. CUNNINGHAM

I HIRED (JDDAL) ON APRIL 10,2019,TO TAKE(CTMI), TO COURT, FOR RENIGAN ON ARE AGREEMENT
I SPECIFICALLY TOLD (JDDAL) THAT I NEED THIS MORTGAGE SETTLE BEFORE GOING TO COURT,

IN REGARDING MY MOTHER ESTATES, MY MOTHER PAYED MY HOUSE OFF ON MARCH 1,2019 BEFORE SHE PASSED AWAY ON MARCH 16,2019 AND MY BROTHER WAS TRYING TO MAKE CLAIM ON IT.

I SPECIFICALLY TOLD THE DEFENDANTS (JDDAL)THAT I NEED (CMI) IN COURT SO THE JUDGE WOULD BE ABLE TO GET THE RECORDING TO PROVE THE VERBAL AGREEMENT,(JDDAL) TOLD ME THAT PROBLY WANT HAPPEN, JUDGES DON'T USAULLY GET RECORDING THEY USUALLY TAKE THE BANKS WORD,SO I SAID WE WILL SEE JUST TAKE THEM (CTMI) TO COURT.

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A:50-53 TO 2A:50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
NEW JERSEY ANTI TRUST(ACT) ATA 56; 9-1 TO 19 NEW JERSEY CONSUMER FRAUD ACT.(CFA)
N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

DEFENDANTS(JDDAL) ASSURED ME THAT'S WHAT HE WAS GOING TAKE CTMI TO COURT (JDDAL) STRONGLY EXSPREESED THAT HE NEED THE \$ 3,500.00 HUNDRED DOLLAR BACAUSE THEIR WAS A LOT OF WORK TO BE DONE AND WE HAVE TO HURRY UP AND FILE PAPERWORK TO STOP FORECLOSER IN COURT BEFORE IT'S TO LATE TO FILE.

DEFENDANT ASKED ME SEVERAL TIMES DID I FILE ANYTHING WITH THE COURTS ,I HAD TOLD (JDDAL) NO SEVERAL TIMES BACAUSE MY MOTHER PAYED OFF THE MORTGAGE, THEIR WAS KNOW NEED.TO FILE COURT PAPERS.

WHEN I HIRED DEFENDANTS (JDDAL) HE NEVER MENTION THAT HE WAS (CTMI) & (CCLA&R) LAWYER
HAMMER SCHMIDT V. UNITED STATES

THE DEFENDANTS (JDDAL)FAILED TO REPRESENT PLAINTIFF IN BOTH OF MY CASES 8.4

MURDOCK V. PENN

THE DEFENDANTS WAS TRYING TO BE VERY CONVENCING THAT IT WOULD BE BEST FOR ME AND MY SIBILINGS IF HE WAS TO EXCUTE MY MOTHERS ESTATE IT WOULD BE IN ARE BEST INTEREST.
MOORE V. UNITED STATES

(I HAVE THAT CONVERSATION ON RECORDING,) TRYING TO BE VERY CONVINCING

DEFENDANTS WANTED TO COVER UP MY MOTHERS PAY OFF ON MY HOME,NO EVIDENCE NO CLAIM
UNITED STATES V. JONES APPAREL GROUP INC.

JDDAL IN VIOLATION R.8.4 (c),IN RE BASHIR,143 N.J.406 (1996)

DEFENDANTS (JDDAL) TOLD ME ON APRIL 10,2019 WHEN I HIRED (JDDAL) THAT HE NEED \$ 225.00 TO LOOK OVER THE FORECLOSER PAPERWORK .BEFORE LEAVING DEFENDANTS OFFICE HE NEEDED ADDITIONAL\$ 3,500.00 TO TAKE (CTMI) TO COURT.

THE END OF APRIL I CALLED DEFENDANTS OFFICE(JDDAL) TO SEE HOW MY CASE WAS GOING AND WHEN WAS THE COURT DATE, (JDDAL) CLAIM THEIR WAS NO COURT DATE YET

I WAS RECEIVING MORTGAGE STATEMENTS IN THE MAIL FROM (CCLAR) CLAIMING A COLLECTION ON A MORTGAGE DEBT. FRAUD DEBT.

UNITED STATES V. BERNARD L. MADOFF

I WAS TELLING (JDDAL) ABOUT THE STATEMENTS FROM (CCLA&R) THAT I WAS RECEIVING IN THE MAIL

THE DEFENDANTS (JDDAL) TOLD ME TO BRING THEM INTO HIS OFFICE,AND ANY STATEMENTS THAT I HAVE FROM(CTMI) FUKUZUME V. PEOPLE LITTLE RICO DEPULICAT.

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A:50-53 TO 2A:50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

ONLY THREATS IF I DON'T PAY THAT FRAUD LOAN BALANCE
DITECHF FINANCIAL,LLC V. ELENA EVGLEVSKAYA ,PAMELA M. TIMBER V. DEUTSCHE BANK NATIONAL TRUST COMPANY.

THE SHERIFF WAS COMING TO LOCK ME AND MY FAMILY OUT OF MY HOME,

MOORE V. UNITED STATES

DEFENDANTS CARRIED OUT EVEN MORE DECEPTION,FORGED MY SIGNATURE ON RETAINERS, CLAIM I AGREE TO HIS FRAUD IN THE INDUCEMENT CHARGES ,ANOTHER BILATERAL AGREEMENT THAT WAS BROKEN.

DEFENDANT (JDDAL) STATED THAT COULD HELP ME WITH MY MOTHER ESTATE, I TOLD THE DEFENDANT THAT I WANTED TO GET MY MORTGAGE PAID OFF FIRST, WITH CITI MORTGAGE INC,(CMI) MY BROTHER WAS TRYING TO GET THEIR HAND ON THE \$ 48,000.00 (thousand dollars) JEFFREY DRAGON SAID HE COULD PUT THE \$48,000.00 BANK CHECK INTO HIS ESCROW ACCOUNT. I DENIED

DEFENDANT WAS SCHEMING CHARGING \$350.00 DOLLARS AN HOUR, ON BOTH OF MY CASES I PLAINTIFF DID NOT AGREE TO THAT, see, UNITED STATES V. STULL,743 F.2d 439,442 N2(6TH CIR 1984)

I HAD NO IDEA THE DEFENDANT WAS CHARGING ME THAT MUCH MONEY, WHEN PLAINTIFF CONFRONTED DEFENDANT, PLAINTIFF WAS TOLD THAT I AGREED TO HIS FRAUDULANT (14C) ACTIVITY UNITED STATES V. AVENATTI (SI) 19 CR.373 (PG)

(I HAVE THAT COVERASATION ON RECORDING) REAL EVIDENCE (17) JOHN SALMOND JURISPRUDENCE 480 (GLANVILLE L.WILLIAM ed,. 10th ed,1947).PERMISSION TO USE AS AVIDENCE THEN DEFENDANTS FORGED, PLAINTIFF NAME DECEPTION,FRAUD, I HAVE THAT ON RECORDING, THE DEFENDANT MADE IT HIS PRIORTY TO DEFRAUD PLAINTIFF TO SWINDLE, ME OUT OF MONEY AND PROPERTY.

I NEVER SIGNED A RETAINER REGARDING (CTMI)(CCLA&R), ONLY FOR MY MOTHER ESTATE. CASE AND THAT AGREEMENT WAS FOR \$ 5,000.00 ALL TO GATHER \$ 2,500.00 UP FRONT AND \$2,500.00 WHEN THE CASE FINISH, IN FACT THE DEFENDANT STATED IT WOULD COME OUT MY MOTHERS ESTATE. AND IT WOULD BE TAX DEDUCTABLE FOR ME.THE FINAL PAYMENT. FUKUZUME V. PEOPLE

DECEPTION KNOWING, HE WAS NOT DOING ANTHING I PAID FOR, THE DEFENDANTS STARTED REPRESENTING MY BROTHER CURTIS.

(JDDAL) THE DEFENDANT TOOK MONEY FROM MY BROTHER TO LOOK UP SOME DOCUMENT, MY YOUNGER BROTHER GAVE HIM.THE DEFENDANTS (JDDAL) WAS SUPPOSED TO BE REPRESENTING ME,NOT MY BROTHER,

I HIRED THE DEFENDANT TO STOP MY BROTHER FROM GETTING MY \$ 48,000.00 DOLLARS. KNOWING WITH MY HOUSE IN FORECLOSER I COULD NOT GET BOUNDED, AND (JDDAL) MADE SURE OF THAT. WITH HIS BUD(DEFENDANT) CLARK INSURANCE, WHO FAIL TO DO HIS JOB, THE DEFENDANTS

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

CONSPIRED TOGETHER TO STOP ME FROM EXUTING MY MOTHER ESTATE.BY NOT FILING MY APPLICATION IT WAS BLANK MY ADDRESS WAS WRONG MY NAME WAS SPELLED WRONG EVERYTHING ELSE ON THAT APPLICATION WAS BLANK,
THE DEFENDANTS IN VIOLATION OF NEW JERSEY ANTI TRUST ACT.

SOMETHING THAT WAS SO IMPORTANT TO ME,THE DEFENDANTS TOOK THAT AWAY.

(JDDAL) DEFENDANT THOUGHT HE WAS GOING TO EXUTE MY MOTHER WILL.

THE DEFENDANT WAS DISAPOINTED WHEN THAT DID NOT HAPPEN,I HAVE A COVERSAION ON TAPE WHERE THE DEFENDANT TRIED REALLY HARD TO CONVINCE ME TO LET HIM EXCUTE MY MOTHER ESTATE , HE CLAIM THAT IT MIGHT BE A LOT OF BLOOD SHED.

IF I DON'T LET HIM EXCUTE MY MOTHERS WILL ,THAT WAS NOT GOING TO HAPPEN.

THE END OF APRIL 2019 I PLAINTIFF CALLED DEFENDANT TO CHECK ABOUT THE COURT DATE, THE DEFENDANDANT (JDDAL) CLAIM THAT THERE WAS NO COURT DATE YET , THE DEFENDANT CONTINUE TO DECIEVE PLAINTIFF FOR MANY MONTHS WITH HIS TRICKES. SHADDOCK& ASSOCIATES PTYL V. PARRAMATTA CITY COUNCIL (NO1)(1981 150 CLR 225.

DURING THIS TIME CENLAR CENTAL LOAN ADMINISTRATION & REPORT(CCLAR)]] WAS SENDING NOTICE FOR A MORTGAGE PAYMENTS THAT I DON'T OWE ,DEFENDANT JUMPED THE PAYMENT UP THREE TIMES ON A LOAN THE DEFENDANTS CLAIM I OWE ON FRADULANT LOAN, BEFORE BECOMING MY SO CALL MORTGAGE COMPANY,THE DEFENDANTS ALSO HAVE AN ACCOUNT NUMBER FOR THIS LOAN,NO HISTORY FOR THIS ACCONT,THOSE DOCUMENTS THE DEFENDANT PRODUCED WHEN ASKING FOR MY TITLE ARE FRAUD I CAN PROVE THAT IT ALL DECEPTION (CFPB V. CITI FINANCIAL SERVING& CITI MORTGAGE, SO I TOLD JEFFREY DRAGON ABOUT THE INCREESE, JEFFREY DRAGON THE DEFENDANT) TOLD ME TO BRING THEM TO HIM,AND IF I HAVE ANY CITI MORTGAGE INC, STATEMENT BRING THEM ,I TOLD JEFFREY DRAGON THAT I DON'T HAVE ANY RESENT STATEMENTS, CITI MORTGAGE INC,(defendant) STOP SENDING STATEMENTS IN 2017. CFPB VIOLATION TILA, SO JEFFREY DRAGON (defendant) TOLD ME TO BRING WHAT EVER I HAD, VIOLATION DOCUMENT FRAUD THE DEFENDANTS (CTM) (CMF) CITI MORTGAGE FINANCES (CCLAR)(PHDJ) (JDDAL) THERE ALL GUILTY OF PRODUCING DOCUMENT UNITED STATES V. NIXON TO SCHEM MONEY, DECEPTION GUILTY OF WIRE FRAUD ,DECEPTION CLAIMING MY HOME WAS A MONEY PURCHASE HOME ,CLAIM TO PAYED ALL THE LIENS ON THE HOUSE THAT FALSE,ON FORE- CLOSER DOCUMENTS .

THE DEFENDANTS CLAIM PLAINTIFF HAD A CASH ADVANCE ON MY HOUSE,DECEPTION, THE DEFENDANT CLAIM THEY HAVE NOT RECEIVED PAYMENT SENCE 4-2016 THAT'S ALSO NOT TRUE,THE DEFE SLANDER MY NAME , THEY DUPLICATED THOSE,FORGED DOCUMENTS.2015 & YEAR 2017 AND SO ON SAME DOCUMENT FOR BALANCE.

JEFFREY DRAGON, (defendant) TOLD ME WHEN I DROPE OFF THEM STATEMENTS, THE RESON CITI MORTGAGE INC, SENT BACK THE CERTIFIED CHECK, THE ESCROW WAS SHORT \$ 27,000,00(TWENTY SEVEN THOUSAND DOLLARS), I TOLD JEFFREY DRAGON (DEFENDANT) THAT'S NOT TRUE, HOW CAN A BIG BANK, OVER LOOK (\$27,000.00 THOUSAND DOLLARS),THAT'S IMPOSSIABLE.

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A:50-53 TO 2A:50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

SAID SOMETIMES BANKS DON'T SEE THE ESCROW SHORTGAGE, I TOLD JEFFREY DRAGON THAT'S NOT TRUE I DON'T BELIEVE THAT NO BANK INDURSE A CHECK THEN RELIZE THIRTY DAYS LATER IT'S \$27,000.00 THOUSAND DOLLARS SHORT BANKS DON'T WORK LIKE THAT, I HAD ASK (JDDAL).WHEN IS THE COURT DATE.

JEFFREY DRAGON (defendant), STARTED TELLING ME I COULD NOT GO TO COURT I'M NOT ALLOWED, THAT STARTED EARLY))). SEPTEMBER 2019.THAT JUST DID NOT MAKE SENCE I WAS CONFUSED,SO I CALLED ANOTHER LAWYER ANDREW ,HE TOLD ME THAT WAS NOT TRUE,I CAN GO TO COURT IF I WANT.

A COURT DATE WAS SCHEDULE FOR MY MOTHER ESTATE SURROGATE'S COURT BURLINGTON COUNTY, NJ, THE JUDGE MARY ANN O'BRIEN, ASKED JEFFREY DRAGON (defendant) DO HE THINK I WOULD HAVE A PROBLEM GETTING BONDED,JEFFREY DRAGON TOLD THE JUDGE NO HE DON'T SEE WHERE THERE WOULD BE A PROBLEM, KNOWING THAT WAS A LIE.JEFFREY DRAGON WAS TO BUSY TRYING TO STILL MONEY,DECIEVING ME .SO THE COURTS RECOMMENDED CLARKS INSURANCE COMPANY,I ASKED JEFFREY ABOUT HELPING ME, JEFFREY DRAGON TOLD ME I HAVE TO DO THAT MYSELF,SO I GOOGLED A INSURANCE AGENCY, FOUND ONE OUT OF TRENTION, COME TO FIND OUT THEY WAS PART OF CLARKS INS.AGENCY ON HIGH STREET IN MT.HOLLY NJ, (defendant) L-000-129-23 ,SO I DECIDED TOO GO TO CLARK INSURANCE COMPANY ,WHEN I WENT INTO HIS OFFICE HE TOLD ME THAT HE HAD ALL MY INFORMATION, HE CLAIMED MY BROTHER GAVE HIM MY INFORMATION, SO I WAS VERIFING THE INFORMATION TO MAKE SURE EVERYTHING WAS CORRECT, HE SAID YES HE HAVE IT ALL,HE WALKED ME BACK TO THE WAITING ROOM ,TOLD ME HE BACK SOON TO LET ME KNOW IF I WAS APPROVED SO HE CAME BACK IN TOLD ME THAT I WAS NOT APPROVED TO BE BOUNDED.

AFTER THAT,I MADE AN APPOINTMENT WITH THE LAWYER, WHO TOLD ME I CAN GO TO THE COURT.IT'S MY PROPERTY.

SO ANDREW LOOKED UP MY INFORMATION ON THE COMPUTER AND TOLD ME THAT MY HOUSE IS STILL IN FORE CLOSER,AFTER THAT I MADE APPOINTMENT TO SEE JEFFREY DRAGON (defendant),I ASKED HIM WHY HE HAD ME THINKING HE HAD CITI MORTGAGE INC,IN COURT KNOWING THAT HE DID NOT HIS EXCUSE WAS IT WOULD HAVE COST ME MORE MONEY,I TOLD JEFFREY THAT WAS MY CHOICE TO MAKE NOT HIS,JEFFREY CLAIM HE SPENT HOUR AND HOURSE ON MY CASE,I ASKED FOR THE FILE,TO LET ME SEE ALL THE HOUR WORTH OF WORK NOTHING, STILL UNTIL THIS DAY HAVE NOT RECEIVED ALL THE HOURS WORTH OF PAPER WORK THAT JEFFREY DRAGON CLAIM HE SPENT ON MY CASE, BUT HE CHARGED ME \$ 350.00 AN HOUR I FOUND THAT BILL INSIDE MY MOTHER ESTATE FILE, BOTH CASES \$ 350.00 HOUR THAT WAS NOT WHAT WE AGREED ON, I WOULD NEVER HAD PAID JEFFREY DRAGON THAT MUCH MONEY,SO JEFFREY DRAGON FORGED MY NAME,I DO HAVE RECORDING ON THAT CONVERSATION, I HAD TO START RECORDING LATE IN MY DEALIND WITH JEFFREY DRAGON I WISH I WOULD HAVE STARTED EARLY,ALSO I TOLD HIM I WAS RECORDING, DID NOT KNOW AT THE TIME THAT I DID NOT HAVE TO INFORM HIM,AFTER THAT JEFFREY DRAGON TURNED THAT FISH TANK FILTER UP,MAKING IT HARD TO HEAR, SO THE ONLY PAPER WORK I RECEIVED FROM JEFFREY DRAGON IS THEM FORGED RETAINER HE CLAIM I SIGN,ALL THEM FORGED DOCUMENTS WITH DIFFERENT YEARS ,FRAUDULANT ESCROW BALANCES THAT CHANGED CONTINUALLY NOTHING STABLE CHARGING ME FOR HAZARD INSURANCE, JUMP UP THE PRICE OF MY MORTGAGE PAYMENT THAT CHANGED 8 TIMES WITHIN 3 YEARS 5 TIMES WITHIN 1 MONTH CENLAR CENTRAL LOAN ADMIN.& REPORT, TRYING TO

VIOLATION;NEW JERSEY FAIR FORECLOSER ACT.(FFA),N.J.S.A.2A;50-53 TO 2A;50-73[FFA] ("NOI") MISSING IN ACTION UNTIL THIS DAY,SUPPOSE TO BE ISSUED EVERY 30 DAYS
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 N.J.S.A.56;8-1 TO 20 NEW JERSEY ANTI ACT.

REINSTATE INSTEAD OF SENDING THE BALANCE.CHARGING DOUBLE ON
 INTREST,PRINCIPAL,ESCROW,TAXES,YOU HAVE TO SEE ALL THE FORGED DOCUMENTS,WHAT'S THAT
 SAYING ? SEEING IS BELIEVING,SO JEFFREY DRAGON (defendant) SAY CITI MORTGAGE INC, CENLAR
 CENTRAL LOAN ADMINISTRATION& REPORT,THERE LAWYER PHELAN HALLINAN DIAMOND&JONES IS
 CORRECT, JEFFREY DRAGON CLAIM I WAS SHORT ON ESCROW,ON OCTOBER 21,2019 PHELAN HALLINAN
 DIAMOND& JONES,AFTER TELLING JEFFREY DRAGON THAT I WAS READY TO PAY THE MORTGAGE OFF ON
 OCTOBER 18,2019 HE SENT ME ON A WILD GOOSE CHASE TELLING ME THAT THERE WAS A TD BANK UP
 THE STREET,AFTER I COULD NOT FIND IT I CALLED HIM BACK JEFFREY SAID IT WAS TO LATE WE DO IT
 ANOTHER DAY, NOT THINKING JEFFREY F. DRAGON & DRAGON DID NOT GIVE ME ANY INFORMATION TO
 GET A CERTIFIED CHECK ANY WAY,BUT GIVING THEM CITI MORTGAGE INC, CENLAR CENTRAL LOAN
 ADMIN.& REPORT LAWYERS ENOUGH TIME TO SUBMIT THERE JUDGEMENT AMOUNT \$87,744.80
 TOGETHER WITH INTEREST AT 7.5% ON 75,379.20 BEING THE PRINCIPAL SUM IN DEFAULT INCUDING
 ADVANCE FROM JULY 1,2019 TO OCTOBER 21,2019 ,UNLAWFUL INTEREST THERE AFTER ON TOTAL SUM
 DUE TO CITI MORTGAGE INC,CENLAR CENTRAL LOAN ADMINISTRATION & REPORT WITH COAST OF SUIT
 WITH TAXE.THEY NEVER SUBMITTED BALANCE WHEN THEY FILED FOR CLOSER PAPER WORK,SO
 ACCORDING TO, CITI MORTGAGE INC, CENLAR CENTRAL LOAN ADMINISTRATION& REPORT,PHELAN
 HALLINAN DIAMOND & JONES I WAS SHORT ON PRINCIPAL,INTEREST FOR 3 YEARS,ACCORDING TO
 JEFFREY DRAGON&DRAGON & ASSOCIATES ATTORNEY AT LAW I WAS SHORT ON ESCROW & INSURANCE
 FOR 3 YEARS.NEITHER ONE ADD UP TO \$ 92,583.79.

MY PRINCIPAL/INTEREST WAS \$740.00 PLUS ESCROW WAS \$648.84 = \$ 1,389.63 x 12 = \$16,675.56 x 3
 years =50,026.68, THE DEFENDANTS CLAIM I MADE NO PAYMENTS FOR THREE YEAR, I CAN PROVE
 THAT'S NOT TRUE, THE DEFENDANTS ALSO CHARGED ME HAZARD INSURANCE,I CAN SHOW THAT I HAD
 INSURANCE.SO THAT'S NOT TRUE EITHER.

EXHIBIT “B”

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GOLDBERG SEGALLA LLP

Seth L. Laver, Esquire (01541 2004)
 and
 301 Carnegie Center Drive, Ste. 200
 & Associates, PA
 Princeton, New Jersey 08540-6587
 Phone: (609) 986-1300

Attorneys for Defendants

Jeffrey Dragon, Esquire

Law Offices of Dragon

CATRINA SURRATT,

Plaintiff,

v.

JEFFREY DRAGON, ESQUIRE and

DRAGON & ASSOCIATES

Defendants.

: SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION

: CAMDEN COUNTY

:

DOCKET NO. CAM-L-00128-23

: CIVIL ACTION

:

: **ORDER**

AND NOW, this 20th day of October, 2023, upon consideration of the Motion to Dismiss of Defendants Jeffrey Dragon, Esquire and Dragon & Associates, and upon consideration of any opposition to the motion, and for good cause shown, it is hereby **ORDERED** that the motion is **GRANTED** and all claims set forth in the Third Amended Complaint against Jeffrey Dragon, Esquire and Dragon & Associates are **DISMISSED WITH PREJUDICE**.

*except the claim alleging legal malpractice.
 Answer to be filed within 14 days.*

BY THE COURT:


 STEVEN J. POLANSKY, P.J.Cv.

☐ Opposed

☐ Unopposed