IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO EASTERN DIVISION

JAMES BONINI CLERK

2011 FEB 18 AM 10: 50

Dana J. Miller, pro per,

Plaintiff,

VS.

COUNTRYWIDE HOME LOANS

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS

CARLISLE, NcNELLY, RINNI, KRAMER AND ULRICH Co L.P.A.

Defendants Case No. 2 and CV 674 COURT JUDGE Edmund Sargus BUS MAGISTRATE Terrance Kemp

PETITION TO THE COURT FOR CRIMINAL INVESTIGATION OF DEFENDANTS AS DEMANDED BY 18
USC § 4

NOTICE OF MISPRISON OF FELONY

AFFIDAVIT AND EVIDENCE OF CRIMINAL ACTS

Affiant states and declares under penalty of perjury that the following statements are true to the best of his first hand knowledge and if called before a grand jury will testify to the following statements.

Abbreviations for Corporations Involved

Carlisle, McNellie, Rini, Kramer & Ulrich Co. L.P.A. herein known as Carlisle Countrywide Home Loans, Inc. herein known as Countrywide Mortgage Electronic Registration Systems herein known as MERS

MORTGAGE FRAUD

- 1.) Affiant States: In June of 2004 Affiant and late wife Sandra purchased a sub prime adjustable rate mortgage from Avizen Solutions, a Minnesota-based mortgage company. The agreed interest rate was 4.75% and at the closing we were led to believe that Avizen was going to be our lender. This was a false presumption, as Avizen immediately transferred or sold the mortgage to BAC home loans servicing LP. The true lender was never disclosed until after the closing. This constitutes fraudulent concealment "the hiding or suppression of a material fact or circumstance to which the party is legally or morally bound to disclose".
- 2.) Affiant Further States: that on May 28, 2005 affiant's wife of 30 years passed away due to a lengthy illness.
- 3.) Affiant Further States: that according to records of the Ohio Secretary of State, Countrywide was not registered to do business in the state of Ohio after July 24, 2008.
- **4.)** Affiant Further States: that in October of 2005 he began receiving numerous phone calls each week from Countrywide Home Loans stating that it was imperative that he refinance with them immediately because interest rates were going to 7% or more in the immediate future. These calls were handled by different individuals each time and by no one specific person.
- 5.) Affiant Further States: in March of 2006 the calls were then handled by an Account Executive named Tiffany L. Smith. Affiant was led to believe that Tiffany L. Smith was in a higher position of authority in the alleged lender's organization due to her title as Account Executive, and her continued emphasis of the need to refinance created a false impression of the need for the Affiant to refinance immediately. Affiant states and declares there is no evidence to the contrary.
- 6.) Affiant Further States: As a result of the pressure from Tiffany L. Smith continually expressing urgency to refinance before rates went up Affiant agreed to refinance at 6% interest because the account executive again stated the rates would be at 7% soon. Affiant believed the statements of Tiffany L. Smith to be factual as an executive of the lender. Affiant believed Tiffany L. Smith would have first-hand inside knowledge of the true direction of market rate changes and based his decision to refinance on her statements. Affiant states that from his knowledge and belief that mortgage rates never reached 7% since that time. Affiant believes that he was coerced and manipulated into a higher rate plus closing costs which were added to the note benefiting only the lender with no benefit to the Affiant. This constitutes fraud in the inducement which is intended to, and causes, one to execute an instrument or make an agreement based on false facts of the situation and creates the false impression that it is beneficial to the Affiant. Affiant states and declares there is no evidence to the contrary.

- 7.) Affiant Further States: that Tiffany L. Smith stated "we need an approximate \$345,000 appraisal to qualify you." Affiant stated and declared that his property wasn't even worth \$300,000. Tiffany L. Smith stated "you don't know what property in your area is worth". Once again Affiant trusted Tiffany L. Smith's experience and apparent knowledge to be true and correct in deciding what course of action to take. According to the Delaware County Treasurer's office the value of the land and improvements was \$294,500 at that time and never exceeded that value (see Exhibit A).
- **8.)** Affiant Further States: that Landsafe Appraisal, a company wholly owned and **controlled** by Countrywide, did the property appraisal without Affiant's knowledge. To the best knowledge and belief of Affiant, Landsafe Appraisal did, in fact, over-value Affiant's property to enable the consummation of a fraudulent loan. Countrywide also performed the credit check and loan approval all using their own wholly owned and **controlled** subsidiary Land Credit. Through deliberate property over-valuation on the appraisal, Countrywide acted in concert with others in violation of 18 U.S.C. § 1014. Conspiracy to commit a violation of 18 U.S.C. § 1014 is a violation of 18 U.S.C. § 371. Countrywide did engage in over-valuation and a conspiracy to do so with others in violation of the law. Affiant states and declares there is no evidence to the contrary.
- 9.) Affiant Further States: that Tiffany L. Smith informed Affiant that "in order to be approved for a \$350,000 loan Affiant would have to state an income of \$7000 per month", Affiant stated that he did not currently, nor had he ever, made \$7000 a month in income. Tiffany L. Smith then responded by saying "it does not matter what you make; this is what I need to put down for you to qualify you for the loan." Once again Affiant trusted Tiffany L. Smith's experience and expertise in her position as an Account Executive to oversee the preparation of the documents. Affiant states that his monthly payment was reduced by approximately \$60.00 as a result of the refinance while \$11,521.30 in closing costs were added to Affiant's alleged loan and debt. It is obvious that the benefit of the refinance was wholly enjoyed by Countrywide and not the Affiant. Affiant states and declares there is no evidence to the contrary.
- and mortgage, and it was never disclosed to him that it was anything else. Affiant states and declares that in the closing documents and disclosure statements there was no disclosure that the agreement was anything other than a standard home loan, reflecting their name Countrywide Home Loans. Affiant was never informed of, nor was it ever his intent to consent to, having his notes placed in the stream of commerce as a mortgage backed security, credit swap, derivative, or other form of legalized gambling with his private property as a chip in the game. This lack of disclosure in the closing documents constitutes a violation of the truth in lending act at Title 15 U.S.C. 1601-1667(f). AFFIANT WAS REQUIRED TO SIGN FOUR (4) WET INK SIGNATURE PROMISSORY NOTES AT THE CLOSING WITH NO EXPLANATION GIVEN. Affiant did not realize at the time that each individual promissory note with an ORIGINAL wet ink signature could be negotiated for the full face value of the note WITHOUT AFFIANT'S KNOWLEDGE OR CONSENT which allowed the Crime Syndicate to benefit from unjust enrichment through fraud in addition to the taking

of Affiant's property through foreclosure. Affiant can only speculate as to who is currently in possession of each of those ORIGINAL wet ink signature notes.

Countrywide did not provide affiant with enough information to make an informed decision, therefore there was no meeting of the minds under the Four Corners of a contractual agreement. Affiant believes the contract was null and void from the inception due to fraudulent concealment of essential material facts of the transaction. The above actions by Countrywide and subsidiaries are violations of the Truth in Lending Act at Title15 U.S.C. §1601-1667(f), Title 15 chapter 2 sub chapter 1 of the Deceptive Trade Practices Act, Fraud in the Inducement, Fraud by Deceit, Actual Fraud, and violations of Title 18 U.S.C. §1001(a) 2, which is "making materially false and misleading statements". There are also violations of Title15 U.S.C. Chapter 41 Subchapter 1 Part A §§1611 "criminal liability for willful and knowing violations." There are also occurrences of fraudulent concealment under the Clayton Act at 15 U.S.C. §§ 16(i) Affiant states and declares there are no facts to the contrary.

11.) Affiant Further States: that in the summer of 2008, with all of the news about fraudulent mortgages in the news, Affiant contacted a Countrywide customer service representative by phone to determine who the actual holder of beneficial interest was at that time. The representative at Countrywide told Affiant that there was a CS in the corner that meant Charles Schwab. Affiant became concerned and sent a request to Countrywide by certified mail to determine whether Countrywide could verify they were the holder of the beneficial interest in Affiant's mortgage. The request gave them 30 days to respond under Title 15 U.S.C. § 1692 et seq. (see Exhibit B). This document was sent Certified Mail with return receipt requested #7009 0100 0006 6710 3511. Countrywide responded by acknowledging receipt of the letter but no other response was received at any time. (see Exhibit C). In August Affiant received a foreclosure notice from a law firm purporting to represent Countrywide.

FORECLOSURE FRAUD

12.) Affiant Further States: that on August 28, 2008 a foreclosure action was filed in the Delaware County Common Pleas Court before Judge Everett H. Krueger. The action was brought by Brian L. Bly and Eric T. Deighton from Carlisle with a court appearance by Scott Fink. The complaint stated that the Affiant was in default on a mortgage loan, when in fact, it was a servicing and pooling agreement based on the sale of a security that was concealed to Affiant at time of closing. The alleged loan was, in fact, not a loan at all although it is stated as such on the note under part one. "In return for a loan that I have received, I promise to pay \$273,800 plus interest to the order of the lender. The lender is Countrywide Home Loans Inc." (see Exhibit D). On the advice of a close friend, who is a retired treasury agent, in an attempt to verify that there was, in fact, a loan made by Countrywide, Affiant visited the local Internal Revenue Service office at 200 N. High St. in Columbus, Ohio. Affiant completed a Form 4506T to secure all information regarding all of his 1096, 1098 and 1099 forms for the year of the closing of the refinancing with Countrywide in 2006. This was done in person with the agent who told Affiant that according to the 4506T there was no evidence of any loan to the Affiant in the tax year of

2006 by Countrywide. Affiant's Form 4506T information may be obtained from the IRS using the tracking number 1000574333.

- 13.) Affiant Further States: that on the Fannie Mae form used in the alleged loan process for his mortgage, the Fannie Mae 3036 form, item number 10 of the last sentence of the paragraph states "upon default, the lender may collect upon the lender's insurance policy." Affiant has no personal knowledge of whether Countrywide has, in fact, collected on this insurance policy upon default. There is no reason to believe that Countrywide would fail to take advantage of the insurance payment available upon default which would then place them in the position of unjust enrichment and insurance fraud should they foreclose and take the property of Affiant. Affiant believes there is a conspiracy between multiple actors comprising a **Crime Syndicate** to obtain his property and be unjustly enriched by doing so after already being compensated for any loss they may have incurred as a result of the default on the mortgage.
- 14.) Affiant Further States: that after being served with the foreclosure papers Affiant commenced what became a very intensive and detailed effort to determine who might be the real true party in interest and other very important facts regarding the alleged mortgage at issue in the foreclosure action.
- 15.) Affiant Further States: that to the best of his knowledge and belief, Ohio Rules of Civil Procedure Rule 17(a) requires the real party in interest must be the party bringing forth the action in the court for foreclosure. Carlisle, the law firm bringing the action against Affiant, never established agency or authority to represent Countrywide on the record and act on their behalf to bring the action in Common Pleas Court in the name of Countrywide Home Loans. Affiant made multiple requests for said documentation to the Court through motion and oral pleadings. On March 30, 2009 Affiant entered a timely MOTION TO DISMISS for No Ratification of Commencement per Ohio Civil Rule 17(a). The motion was denied by Judge Everett H. Krueger on April 20, 2009. From Affiant's information and belief the court's refusal to respond to Affiant's multiple requests for authority to represent being placed on the record thereby deprived the Court of subject matter jurisdiction. When the Court moved forward with summary judgment without subject matter jurisdiction being established the Court denied Affiant his Constitutional right of due process as stated in the Fifth Amendment of the Constitution and Bill of Rights. Judge Everett H. Krueger's oath of office states he "will support the Constitution of the United States of America and the Constitution of the State of Ohio" (see Exhibit E). Everett H. Krueger's violation of his oath of office is Treason.
- 16.) Affiant Further States: that he made multiple requests for presentment of the ORIGINAL wet ink signature promissory note at issue in the foreclosure action. Upon being served with the foreclosure notice Affiant made multiple and repeated requests of Countrywide both in and out of court to produce the original promissory note for inspection to verify they were, in fact, the real party in interest and holder in due course of the promissory note at issue. On every occasion that a request was made there was no

response from Countrywide. In the oral hearing for Summary Judgment on April 20, 2009 Affiant made multiple oral requests to Judge Everett H. Krueger for the alleged Plaintiff in the matter, Countrywide, to produce "proof of claim" by presenting the ORIGINAL wet ink signature promissory note showing them to be the ACTUAL holder of the note and of a beneficial interest. Precedent for this request was established by the decision of Judge Christopher A. Boyko of the United States District Court Northern District of Ohio Eastern Division in case number 1:07-cv-02282-CAB document 11. Upon every request made, Judge Krueger refused to require the Plaintiff to produce the original note to prove possession of said note and show they were, in fact, the holder in due course and had a valid cause of action before the Court. When the Court moved forward with summary judgment without a valid claim before the Court, Everett H. Krueger denied Affiant his Constitutional right of due process as stated in the Fifth Amendment to the Constitution and Bill of Rights. Judge Everett H. Krueger's oath of office states he "will support the Constitution of the United States of America and the Constitution of the State of Ohio" (see Exhibit E). Everett H. Krueger's violation of his oath of office is Treason.

- 17.) Affiant Further States: Judge Everett H. Krueger denied ALL of Affiant's motions submitted to the court, without exception, (see Exhibit H) even though timely submitted and granted all motions by Plaintiff even though subject matter jurisdiction was challenged on both a written and oral basis on multiple occasions and specifically the MOTION TO DISMISS for Lack of Ratification of Commencement of a valid cause before the Court was dismissed at the oral hearing on April 20, 2009 (see Exhibit F).
- 18.) Affiant Further States: that MERS is not licensed to do business in the State of Ohio at any time during the period of any mortgage dealings with Countrywide.
- 19.) Affiant Further States: that Plaintiff entered a document in the court record purporting to be a "Mortgage Assignment" signed by Kimberly Dawson identified as a First Vice-President of MERS. Said document begins with "For Value Received" while it is a well established and discovered fact that MERS never has any financial or beneficial interest in ANY of the mortgages that they purport to legally transfer ownership of and it is very obvious that there is no identification from who any purported beneficial interest is being transferred FROM (see Exhibit G). The document goes on to say that MERS "does hereby sell, transfer, and assign to Countrywide Home Loans Inc., 7105 Corporate Drive, PTX-B-209, Plano, TX 75024, its successors and assigns, all its right, title and interest in and to that certain mortgage in the original principal sum of \$273,800.00 made, executed and delivered by Dana J. Miller......". Numerous court rulings have shown MERS to literally be the holder of no interest whatsoever and a purveyor of blatantly false documentation for the purpose of aiding and abetting banks and attorneys and others in a Crime Syndicate engaged in sham foreclosure proceedings such as that in which the Affiant is involved. "MERS presents no evidence as to who owns the note, or of any authorization to act on behalf of the present owner." In Re Vargas, 396 B.R. 511 (Bankr. C.D. Cal. 2008). "Subsequently, counsel for MERS explained that MERS does not take applications, underwrite loans, make decisions on whether to extend credit, collect mortgage payments, hold escrows for taxes and insurance, or provide any loan

servicing functions whatsoever. MERS merely tracks the ownership of the lien and is paid for its services through membership fees charged to its members." Mortgage Electronic Registration Systems, Inc. v. Nebraska Department of Banking and Finance, 704 N. W.2d 784 (Neb.2005). "A nominee of the owner of the note and mortgage may not effectively assign the note and mortgage to another for want of an ownership interest in said note and mortgage by the nominee." LaSalle Bank Nat. Ass'n v.Lamv, 824 N.Y.S.2d 769, 2006 WL 2251721 (Sup.2006).

- 20.) Affiant Further States: that through a search of the online site of MERS, and specifically the *Servicer Identification System on February 17, 2011*, it shows that Countrywide never was an "investor" of record but instead, the investor of record was Fannie Mae with BAC Home Loans Servicing, LP only being the servicer. No documentation to February 17, 2011 shows that Countrywide was EVER the investor (having a beneficial interest) in the subject mortgage in MERS' own records. If MERS kept accurate, true and correct records of all REAL AND ACTUAL transfers of ownership that they allege, Affiant believes that the record would, in fact, show the assignment of interest to Countrywide prior to the foreclosure action being initiated. There is no such entry in the MERS system. Affiant believes the absence of such pertinent information in MERS' own system shows there was no actual true assignment of interest that occurred and that the alleged transfer was a sham transaction on its face to mislead the Court and Affiant and one more example of the blatant fraud that the various members of the Crime Syndicate are involved in.
- 21.) Affiant Further States: that **Kimberly Dawson** has been identified as a Robo-signer and has been deposed for her role in preparing documents of questionable legal effect and accuracy while acting as an alleged "First Vice-President for MERS while in the employ of Countrywide and having no actual employment relationship with MERS whatsoever. It is also obvious that the law firm Carlisle was involved as a member of the **Crime**Syndicate as evidenced by the fact that the purported "Mortgage Assignment" allegedly signed by Kimberly Dawson, in Texas, was prepared by Carlisle, a firm located in Ohio and was executed before foreclosure proceedings were commenced.
- 22.) Affiant Further States: that Mandrell Jones, a Notary Public from Texas, with a Commission expiration date of February 20, 2012 did sign and notarize the INCOMPLETE purported "Mortgage Assignment" that allegedly was signed by Kimberly Dawson where there was no location as to County or State where the document was signed and notarized. This equates to Notary Fraud and yet more testimony to the careless, sloppy and fraudulent activities of the Crime Syndicate including notary staff.
- 23.) Affiant Further States: that the incomplete purported "Mortgage Assignment" document was forwarded to Ohio Title Corp. and filed in the Delaware County, Ohio Recorder's office on September 19, 2008. A cursory examination by a trained official at a title company or a public recorder's office doing their due diligence in their employment would have shown the document to be faulty and of no legal effect yet it was still recorded and used fraudulently as evidence in the Court to obtain foreclosure judgment on Affiant's property. This once again demonstrates the blatant fraud by the

various actors of the Crime Syndicate including the title company and local recorder's office.

- 24.) Affiant Further States: that On April 20, 2009 at the oral hearing for summary judgment in Delaware County Common Pleas Court Judge Everett H. Krueger denied Affiant due process of law by practicing law from the bench and literally prosecuting Plaintiff's case for them as counsel for the plaintiff sat silent in the courtroom making no arguments as to Affiants motions as Everett H. Krueger blatantly practiced law from the bench in his stead. Present in court for the Plaintiff was Scott D. Fink as Counsel for the Plaintiff and there were no other representatives or witnesses in the court on behalf of the Plaintiff. A transcript of the court proceedings was obtained by Affiant and found to be erroneous in multiple ways including missing dialogue from the proceedings and blatant error in stating that Brian L. Bly was the counsel for plaintiff present in the court while factually the person there was Scott D. Fink and Brian L. Bly was never present in the Court that day regarding Affiant's foreclosure proceedings. This blatant erroneous information contained in the OFFICIAL court record of the proceedings is but one more example of the blatant fraud, misrepresentation of facts, conspiracy and collusion by the Crime Syndicate that includes Delaware County, Everett H. Krueger, court reporter Sylvia L. McElwain in addition to Carlisle, Phyllis Ulrich, Eric T. Deighton, Brian L. Bly, Scott D. Fink, Ohio Title Corp., Delaware County Recorder Andrew O. Brenner, Countrywide, Kimberly Dawson, Mark Bishop, Angelo Mozillo et al.
- 25.) Affiant Further States: that Sheriff Walter Davis III of Delaware County, Ohio has played an instrumental role in the **Crime Syndicate's** operations by his office being the server of fraudulent documents upon Affiant for foreclosure, illegal sale of Affiant's property and now pending eviction from Affiants own property through his color of law actions in concert with the other actors of the **Crime Syndicate**.
- 26.) Affiant Further States: that the Crime Syndicate has engaged in numerous acts of mail and wire fraud through the transmission of documents between the various actors as well as to the Affiant by U.S. Mail using postage meter impressions rather than lawful postage stamps as well as through the faxing and email of communications and documents used in the criminal enterprise in the furtherance of their illicit activities of theft of real property from Affiant and most likely from numerous other aggrieved parties. Mail and wire fraud are federal offenses under 18 U.S.C. § 1341 and § 1343. Affiant also believes that all members of the Crime Syndicate have engaged in conspiracy to commit mail, wire or bank fraud which is a felony offense under 18 U.S.C. §1349. Multiple predicate acts most likely also rise to the level of RICO violations under Title 18 U.S.C. § 1692.
- 27.) Affiant Further States: that there has been a concerted and conspiratorial effort to defraud Affiant as well as many other property owners through the use of superior knowledge of the legal system and undue influence in the courts in concert with outright fraud by many actors to deprive not only Affiant but many others of their due process rights as well as to the possession of their real property. There is precedent in law that allows for responsibility when such activities have occurred. *Fina Supply, Inc. v.*

- Abilene Nat. Bank, 726 S.W.2d 537, 1987 "Party having superior knowledge who takes advantage of another's ignorance of the law to deceive him by studied concealment or misrepresentation can be held responsible for that conduct."
- 28.) Affiant Further States: that U.S.C. Title 12 § 3754 states "there are only two people who can actually foreclose on a HUD property and that is the U.S. Attorney General and the U.S. Secretary of HUD. If the foreclosing parties do not have a commissioner form OMB 2510-0012 and if they do not have it in their possession at the time foreclosure is commenced it is a violation of law and misprision of felony under Title 18 U.S.C. §§ 4." It is obvious through Affiant's reading of the law that before any foreclosure of a property where HUD is the investor which includes Fannie Mae and Freddie Mac is concerned, the Commissioner of HUD or his local designated Commissioner MUST give approval before ANY foreclosure action may commence on any property. There is no evidence in any record of Affiant's foreclosure in Delaware County Common Pleas Court of ANY authorization by ANY Commissioner of HUD at the national or local level which indicates that the foreclosure was not only unlawful but misprision of felony under Federal Law. This action by the Crime Syndicate appears to be typical from what Affiant has been able to determine after substantial research into other foreclosures involving HUD owned loans in Delaware County, Ohio.
- 29.) Affiant Further States: that he is making every effort to comply with the law by making a report and complaint to judicial authorities regarding criminal activity that he has been a witness to or has knowledge of. Misprision of Felony states, "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some Judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than 3 years, or both." Title 18 U.S.C. part 1 chapter 1 § 4. Affiant has performed his duty as required under the law by reporting known felonious acts.

CONCLUSION

Affiant Further States: that he is on the verge of being removed from his home and property by Delaware County Sheriff Walter Davis III under an unlawful eviction order issued by Everett H. Krueger, a major participant and conspirator in the **Crime**Syndicate outlined above and is in fear of his life after being witness to the virtual cavalcade of unlawful acts perpetrated upon him by a host of actors including the notice of his imminent eviction (see Exhibit I). Affiant requests that this Honorable Court take immediate notice of this affidavit and its considerable factual information and allegations and enjoin Delaware County Sheriff Walter Davis III or any other party from removing Affiant and his personal property from his home and residence of over 20 years until such time as the Court can make determination of what actions should be taken against the **Crime Syndicate** members by Federal authorities involved in the investigation of the individuals and entities named herein and their activities. To allow Affiant to be evicted and his personal property removed from his lawfully owned land would create undue and

unjust hardship for no other reason than to assist the **Crime Syndicate** in its continued operation.

Further the Affiant sayeth naught. February 17, 2011

Dana J. Miller Affiant 11665 Center Village Road Galena, Ohio [43021]

NOTARY'S VERIFICATION

At Franklin County, Ohio February 18, 2011

Notary Public of the State of Ohio

CRISTAL M. KELLEY

Notary Public, State of Chio

My Commission Expires June 2, 2014

On this day personally came before me the above-named Affiant, who proved his identity to me to my satisfaction, and he acknowledged his signature to me on this Affidavit and stated that he did so with full understanding that he was subject to the penalties of perjury.

CERTIFICATE OF SERVICE FEDERAL

A copy of the foregoing Notice and Reply was served to the following parties and/or their respective counsel by U.S. Ordinary Mail this 18 14 day of 18 2014:

Dana J. Miller

11665 Center Village Road Galena, Ohio 43021

Kimberly Y. Smith Rivera McGlinchey Stafford PLLC

25550 Chagrin Blvd. Suite 406 Cleveland, OH 44122-4640 Attorney for Defendant Countrywide Home Loans Inc. Phyllis A. Ulrich Carlisle, McNellie, Rinni, Kramer and Ulrich Co. LPA 24775 Chagrin Blvd. Suite 200 Cleveland, OH 44122-5690 Attorney for Defendant Carlisle, NcNellie, Rinni, Kramer and Ulrich Co. LPA

Kimberly Y. Smith Rivera McGlinchey Stafford PLLC 25550 Chagrin Blvd. Suite 406 Cleveland, OH 4412-4640 Attorney for Defendant MERS

ADDITIONAL SERVICE

Judge Edmund Sargus

Carter M. Stewart US District Attorney

US Mortgage Fraud Task Force

US Senator Sherrod Brown

US Senator Rob Portman

House Speaker John Boehner

US Representative Pat Tiberi

US Representative Marcy Kaptur

F.B.I White Collar Crimes Division

U.S. Postal Inspector

U.S. Secret Service (Forgery and Counterfeiting)

Internal Revenue Service (Criminal Investigation Division)

FINCEN

Inspector General Securities Exchange Commission

Governor John Kasich

Attorney General Mike Dewine

Allstate Insurance Company (Chief Legal Officer)

Ed Hill President International Brotherhood of Electrical Workers

Ohio Civil Liberties Union

Ohio Supreme Court Chief Justice Maureen O Conner

The Ohio Bar Association

Judge Andrew Nepolitano Fox Business

Dylan Ratigan MSNBC

Paul Krugman

The Wall Street Journal

The New York Times

The Des Moines Register

Detroit Free Press

Los Angles Times

Denver Post

Minneapolis Star Tribune

New York Post

Atlanta Constitution

Chicago Tribune

Investors Business Daily

Houston Chronicle

USA Today

Baltimore Sun

Sacramento Bee

Charlotte Observer

Dallas Morning News
Kansas City Star
Orlando Sentinel
Washington Times
Washington Post
Cleveland Plain Dealer
Columbus Dispatch
Cincinnati Enquirer
The Toledo Blade
Delaware County Sheriff Davis III
Delaware County Commissioners
Delaware County Recorders Office
Delaware County Prosecutor