

Commonwealth of Massachusetts

Suffolk, ss.

Superior Court, Suffolk County Courthouse

3 Pemberton Square, Boston, MA 02108

Commonwealth of Massachusetts, Plaintiff)
)
 v.)
)
 H&R Block, Inc., Defendant)
 Block Financial Corporation, Defendant)
 Option One Mortgage Corporation, Defendant)
 H&R Block Mortgage Corporation, Defendant)
 AH Mortgage Acquisition Company [Inc.])
 d/b/a American Home Mortgage)
 Servicing, Inc., Defendant)



**MOTION FOR
 DOCUMENTS TO BE
 ADDED AS DISCOVERY
 AND THE RIGHT TO BE
 HEARD IN ORAL LAW**

Plaintiff-interveners, Wayne Adams and Terri Adams (hereinafter referred to as the "Adams' ") appear before this Honorable Court, Pro-Se against our will, with this Motion for Documents to be Added as Discovery and the Right to be Heard in Oral Law; as the Adams' claims against the above-named defendants involve the same questions of law and fact that are involved in the original action.

Intervention to assert these claims and adding the Adams' documents as discovery will not unduly delay or prejudice the adjudication of the rights of the original parties; as the Docket Summary in this case clearly shows that the discovery phase is still open. The Adams' find themselves in a unique situation, as their authenticated documentation proves a substantial conflict of interest with governmental agencies established under the laws of the Commonwealth, and the overseer of these authorities is the Massachusetts Attorney General's Office.

REQUEST FOR ORAL ARGUMENT

Per Mass. R. Civ. P. 24 (a), the Adams' state that this motion is filed in a timely manner, and M.G.L. c. 244 §32, M.G.L. c. 240 §6, and M.G.L. c. 259 §1 confers the Adams' the right to intervene in this complaint. Adams' claim an interest relating to property and transactions that are the subject of this action, and are so situated that disposing of this action may as a practical matter impair or impede their ability to protect these interests, and the Court may permit anyone to intervene who is given a conditional right to intervene by a statute or has a claim or defense that shares with the main action a common question of law or fact; and the facts prove the Defendants' acts of "Toxic Predatory Lending Practices" were unfair and deceptive violations of M.G.L. c. 93A.

As grounds in support of this motion, this Court has jurisdiction over the subject matter of this action pursuant to M.G.L. c. 93A, and M.G.L. c. 93A §9(1) confers the right to bring action by any person who has been injured by unfair or deceptive acts in the conduct of any trade or commerce, and it is an unfair or deceptive act or practice for a mortgage broker or lender to conceal or to fail to disclose to a borrower any fact relating to the loan transaction, disclosure of which may have influenced the borrower not to enter into the transaction.

Adams' motion this Honorable Court to be Heard in Oral Law, as they are not licensed attorneys and appear Pro-Se Against Their Will, as authenticated documentation will prove that the Adams' have spoken to hundreds of attorneys about their claims, and the only attorneys willing to represent first-time homebuyers with a "Toxic Mortgage" are bankruptcy lawyers. Adams' have been unable to receive representation by the Massachusetts Attorney General's office. As the practice of law is not their realm of expertise, Adams' believe an oral

argument will assist the Court in clarification of their issues; and Adams' state that their documentation proves their due diligence in pursuit of the administration of justice. The facts prove that the Adams' hold a "Toxic Mortgage", as authenticated documentation clearly shows the intentional cover-up by the responsible parties and officials who failed to enforce the required testing of the Adams' drinking well water -- years before the Adams' purchase of their home -- and the abutting Boutwell's Garage Citgo Station had been deemed an Imminent Hazard, was in Non-Compliance with local, State, and Federal laws for failing to test the Adams' well water for carcinogenic gasoline contaminants; and the disposal site was deemed a PIP site (Public Involvement Plan site). The facts prove that the same officials allowed (and continue to allow) another official, Kevin Lashua/Bill's Sewer Service Inc., to use a 10-acre (Map 21 Parcel 40C) town-owned property, in violation of local, State, and Federal laws, for his septic lagoon pits and his other private business activities since 1985; and have allowed this contractor to deposit thousands of yard of "contaminated fill" in the breakout and capping of the Adams' newly installed septic system. The Worcester County Court system has failed to enforce the criminal element of this illegal dumping and has failed to enforce the Adams' settlement agreement with this contractor who had agreed to remove the "contaminated fill" back in 2004.

The Massachusetts Courts have a duty to accept the Adams' complaints and motions, which clearly contain evidence above and beyond a reasonable doubt, proving "Toxic Predatory Lending Practices". Additionally, the Adams' have the Constitutional Right to be heard in a fair and unbiased Court; the Courts can not ignore or condone illegal acts; the Courts can not enforce illegal contracts or uphold illegal filings; and the Courts can not turn a blind eye to inferior Court rulings.

After all, Your Honor, would you buy a house with a poison well? This information had been intentionally concealed from the Adams' who were first-time homebuyers. The Adams' unknowingly consumed contaminated drinking well water and have been maliciously exposed to hazardous "contaminated fill" for years. This risky exposure has been a 100% contributing factor to the Adams' daughter's bacterial disease, Crohn's Disease, and unknown future effects on the family's health. The Adams' were entitled to know the extent of possible exposure to these toxins and chemicals, and now suffer the health related problems associated with that exposure. The Adams' fought intensely for years to get the town water main extended to the Fitchburg Road residents in an effort to get out of a deplorable and unhealthy situation. The plume has not been cleaned up at the Boutwell's Garage, and the lifespan of the MTBE contaminants lasts for decades. In spring 2007, the town water main was extended, however the hookup to the homes were illegally installed, creating further legal burden for the Adams'. The Adams' are Plaintiffs in a negligence/personal injury civil action case involving thousands of yards of "contaminated fill" intentionally put into the breakout and capping of the septic system at 57 Fitchburg Road; filed in the Worcester Superior Court (*Adams et. al. v Price et. al.*, #WOCV2001-1989B) shortly after "9-11" (September 2001), and still have outstanding legal issues to deal with, specifically the unfulfilled settlement agreement with the defendants of that case to remove the "contaminated fill"; and further victimized by defendant Kevin Lashua who is now charged with Intimidation of a Witness, Mrs. Adams (#C970CR163).

Due to Federal Toxic Tort disclosures and other violations of law; the Adams' "Null & Void" the mortgage contract on January 1, 2005. Option One Mortgage Corporation could not have sold, transferred, or assigned a "Null & Void" contract and Option One Mortgage Corporation could not have sold, transferred, or assigned a frivolously-filed foreclosure lawsuit.

As a result of undisclosed pre-existing environmental contamination issues, Adams' have fallen prey to aggressive "Toxic Predatory Lenders" who systematically profile and target "Toxic Towns", then use loopholes in the law to foreclose on the property and recover the amount of the loan, interest and principal payments, reaping a windfall of profit at the expense of their own client, the unsuspecting first-time homebuyer. Adams' are told to "*Get a lawyer*" but have found it impossible to get a lawyer in these "toxic" situations, as authenticated documents will show.

This Court has a duty to accept the Adams' filings and authenticated documentation, and to ignore the Adams' filings would be an intentionally Evil decision, for the issues involve contaminated material that causes bodily injuries and death, and the intentional concealment of these issues has been the means for the Defendants' successful and continuous "Toxic Predatory Lending Practices". The foreseeable result is clear: physical, emotional, and financial devastation for the unsuspecting first-time homebuyer like the Adams', and an obscene windfall of profit for the Toxic Predatory Lenders, brokers, and attorneys who continue the cycle without regard for their client's health and safety.

The Adams' do not intend to stop fighting for justice and the health and safety of their family.


Wherefore, the Adams' motion this Court for the following relief:

- 1) The right to be seen by Judge Hinkle for an Oral Argument, to be heard face-to-face in Open Court with all parties present;
- 2) Add the authenticated documentation from Option One Mortgage Corporation and American Home Mortgage Servicing, Inc. provided by the Adams', as discovery in this case;
- 3) The Adams' deserve the right to a fair and reasonable explanation as to why the Attorney General's office refuses to acknowledge their claims;
- 4) The Adams' deserve a full explanation, in writing, for future Court proceedings which may occur, so the Adams' can protect themselves against any potential fraudulent filings against them; including but not limited to the pending Predatory Foreclosure Action #327829 in Land Court; as the Adams' have done nothing wrong here, and continue to be victimized by these Predatory Practices;
- 5) If the Massachusetts Courts refuse to accept and act fairly and in an unbiased manner, with due process of law, on the Adams' complaints; then, to ensure a fair Court with parties Pro-Se Against Their Will; in all due respect; the Courts shall than also refuse any and all future filings against the Adams' from Option One Mortgage Corporation, American Home Mortgage Servicing, Inc., and any and all future assignees or so-called owners or holders of the "Null & Void" "Toxic Mortgage" documentation relating to the Adams' and 57 Fitchburg Road in Ashburnham, Massachusetts in Worcester County.

After all, Your Honor, the Worcester County Court and the Attorney General has failed to take action on the criminal elements of intentional illegal dumping of hazardous materials in our septic system; and we've spent years attempting to resolve these ongoing Federal Toxic Tort issues and violations of our civil rights, and the individuals with the power of enforcement continue to intentionally exhaust the statute dates. We put our faith and trust in the so-called experts: the inspectors, the mortgage brokers, the attorneys, the insurers, the health officers, the state and local officials, and now the Judges of the Massachusetts Courts. It is clearly not in the interest of justice for the Massachusetts Courts to turn a blind eye to justice, and allow these "Toxic Predatory Lending Practices" and flipping of mortgages in cancer cluster areas to continue -- at the cost of the innocent first-time homebuyer and their children's health and safety -- this is simply unconscionable.

This family deserves to be made whole again, and the Massachusetts judicial system can no longer take the position of "No Action" keeping this family lingering "On Hold Indefinitely". As U.S. Citizens, taxpayers, and Massachusetts residents, the Adams' have the right to Due Process of law, and the Constitutional Right to be heard.

Respectfully submitted to Your Honor, Pro-Se against our will, for your consideration on this 10th day of April, 2009.



Wayne Adams



Terri Adams

U.S. Citizens and Taxpayers, First-time homeowners, appearing Pro-Se, against our will,
residing at 57 Fitchburg Road, Ashburnham, MA, Tel. 978-827-4552

Commonwealth of Massachusetts

Suffolk, ss.

Superior Court, Suffolk County Courthouse

3 Pemberton Square, Boston, MA 02108

Commonwealth of Massachusetts, Plaintiff)

v.)

H&R Block, Inc., Defendant)

Block Financial Corporation, Defendant)

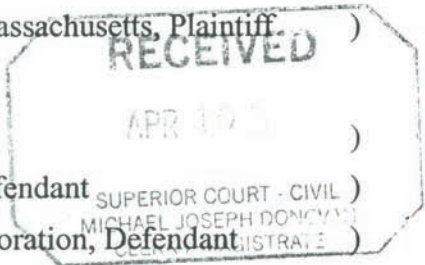
Option One Mortgage Corporation, Defendant)

H&R Block Mortgage Corporation, Defendant)

AH Mortgage Acquisition Company [Inc.])

d/b/a American Home Mortgage)

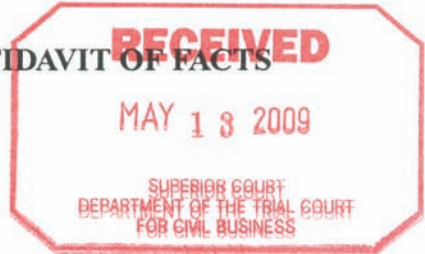
Servicing, Inc., Defendant)



Civil Action Docket
#08-2474-BLS

Removed from
U.S. District Court Boston
1:08-cv-11225-RWZ

AFFIDAVIT OF FACTS



Plaintiff-intervenors, Wayne Adams and Terri Adams, appear before this Honorable Court, Pro-Se against their will, and herein submit this Affidavit of Facts in support of their Motion for Documents to be Added as Discovery and the Right to be Heard in Oral Law.

We, Wayne Adams and Terri Adams, hereby state the following facts:

1. We, Wayne Adams and Terri Adams, are a husband and wife and we reside at 57 Fitchburg Road in Ashburnham, Massachusetts in Worcester County, and we are registered voters, U.S. citizens, and taxpayers.
2. On January 1, 2005 we "Null & Void" our mortgage due to Federal Toxic Tort disclosures and other violations of law; and we are first-time homebuyers of a "Toxic Mortgage" and we are victims of "Toxic Predatory Lending".

3. On December 23, 2008, we filed with this Court the following documents:
- i) Complaint in Intervention for Declaratory and Injunctive Relief and the Right to be Heard in Oral Law;
 - ii) Motion for Leave to Proceed in Forma Pauperis;
 - iii) Motion for Leave to File Excess Pages;
 - iv) Motion for Clarification of the Parties;
 - v) Timeline of Events in support of the Complaint in Intervention and the four Motions. The Timeline detailed events not disclosed to us prior to our purchase of 57 Fitchburg Road, Ashburnham, MA: the 1989 evidence of groundwater contamination from the abutting Boutwell's Garage Citgo station, the 1995 order to vacate the property (sent to the previous homeowners), the 1999 Option One Mortgage Corporation occupancy loan #2196541 given to the previous homeowners (at the time the home was ordered to be vacated).

The Timeline also detailed events we discovered after purchasing 57 Fitchburg Road on December 3, 1999: the thousands of yards of contaminated fill intentionally put in the breakout and capping of our newly installed septic system, our hiring Attorney D'Auria, then becoming informed that gasoline components (MTBEs) were discovered in our drinking well water (unbeknownst to us, the public officials had been well aware of the threat to the drinking well water years prior to our purchase of the home), the attorneys referred us to the Option One Mortgage Corporation broker, there remains a still-unfulfilled settlement agreement for the contractor to remove the contaminated fill, our numerous contacts made to the Option One Mortgage Corporation's

in-house legal counsel Jan Zemanek, we then discovered 57 Fitchburg Road has no occupancy certificate, our child was then diagnosed with Crohn's Disease and ten days later Attorney D'Auria withdraws.

The Timeline also detailed our attempts to contact the Massachusetts Attorney Generals, including Tom Reilly and Martha Coakley herself. The Timeline also detailed several malicious prosecution cases which had been vigorously pursued against us from the Worcester County District Attorney's office, in which the Judge made a Required Finding of Not Guilty.

The Timeline also detailed our discovery of Wells Fargo Bank, N.A. (as Trustee for Pooling and Servicing Agreement Option One Mortgage Loan Trust 2004-1 Asset-Backed Certificates, Series 2004-1, the present holder of the Adams' mortgage to Option One Mortgage Corporation dated October 31, 2003) filing in Land Court Docket #327829 Servicemembers Civil Relief Act foreclosure complaint filed on August 11, 2006, 1-1/2 years since we "Null & Void" the mortgage contract with Option One Mortgage Corporation due to Federal Toxic Tort disclosures and other local, State and Federal laws that been violated; as we are first-time homebuyers and we are not attorneys. We are told that the #327829 foreclosure complaint is "On Hold, Indefinitely."

The Timeline also detailed our discovery of an illegal gambling pool posted on the Internet, which appears to have the names of 22+ public officials, and our complaints have been ignored and intentionally not enforced.

The Timeline also detailed our discovery of the sale of Option One Mortgage Corporation to subsidiaries of W.L. Ross & Company LLC, and our March 31, 2008 hearing before Land Court Judge Charles W. Trombly, Jr. where we motioned the Court for a temporary restraining order and preliminary injunction to halt the sale of Option One Mortgage Corporation during the pendency of our foreclosure complaint, and our motion was denied. Judge Trombly's ruling stated that "Their issues concerning toxic waste are not within the jurisdiction of this court..." and the foreclosure #327829 "...case is still pending."

The Timeline also detailed our discovery of an April 15, 2008 Registry of Deeds filing by Option One Mortgage Corporation Assignment of Mortgage to Wells Fargo Bank N.A. nearly two years after the August 21, 2006 foreclosure filing on 57 Fitchburg Road by Wells Fargo Bank N.A. #327829. We were never notified of this filing, and discovered it ourselves on November 30, 2008.

The Timeline also detailed our numerous attempts to contact the attorneys at the Attorney General's office, as well as the defendant's attorneys in this case. We attempted to serve a copy of our filings to the five Attorney General lawyers and six defendant's lawyers, in-hand, prior to the August 26, 2008 hearing before Honorable U.S. District Judge Rya W. Zobel, and we were told by these attorneys that "We have nothing to do with your case; we suggest you get a lawyer" and the attorneys refused to acknowledge our filings or disclose who had authority to receive service on behalf of the defendants. We contacted Wells Fargo Bank N.A. on December 3, 2008, and were told there are "No records found" regarding our loan and servicing.

4. We have *never* received any RESPA notification from Wells Fargo Bank N.A. regarding our mortgage, and we have *never* received any invoice from Wells Fargo Bank N.A. requesting mortgage payments.

5. On June 17, 2008 we received RESPA notice that the servicing of our mortgage loan is being transferred from the present servicer, Option One Mortgage Corporation, to American Home Mortgage Servicing Inc. effective July 1, 2008; and we have *never* received any invoice from American Home Mortgage Servicing Inc. requesting mortgage payments.

6. Since December 23, 2008, we contacted Clerk Helen Foley-Bousquet at the Suffolk Superior Court on:
 - January 6, 2009, and were told by Helen that Judge Gants was on vacation;

 - January 21, 2009 and were told by Helen that nothing has been acted on;

 - January 22, 2009 and were told by Helen there is no action, and that Judge Gants is on his way to the SJC;

 - February 9, 2009 and were told they were looking for our paperwork;

 - March 11, 2009 and were told by Helen "I don't see where it was acted on, I'll try to locate it. Judge Hinkle will be handling the motion for reconsideration -- in the meantime I'm going to look for those motions, if I find them I'll call you";

 - March 17, 2009, we left a voicemail asking if they found our motions;

 - March 18, 2009, we were asked by Helen to send another copy of the motions;

- March 27, 2009, Terri Adams spoke with the Docket Clerk, Shirley, and at first was told that our motion was not acted on and that there was an upcoming hearing scheduled for April 7th, 2009; then was told that our motion was denied without prejudice MRPC 24C required; and that the docket clerk just got notice, put on 3/23/09, and that Judge Hinkle had ruled on 2/10/09; and that the upcoming hearing is for reconsideration of a court order authorizing jurisdictional discovery, dated November 10, 2008.
 - March 30, 2009, we spoke with Helen Foley-Bousquet inquiring what happened to our "Motion for Clarification of the Parties" so we can properly serve the parties our documents, and she stated that action was taken only on the complaint, and she stated that "All I know is it was denied," and "If you want to, send in copies."
7. We then traveled to Suffolk Superior Court on March 30, 2009 and met with Helen Foley-Bousquet who stated that Judge Gants denied our filing on 2/10/09 and that this was recently sent down on 3/24/09, and that the hearing will be rescheduled for the week of the 7th (April 10, 2009). Helen then instructed us to go down to the 12th floor box; which we did. After 2 hours of searching, Alex in the docket room confirmed that there are no copies of the original summons and service of process of the complaint in the box. We then met with Civil Business Clerk Michael J. Donovan and informed him of our concerns.

8. Except for a copy of the Case Summary Civil Docket sheet we obtained ourselves on March 30, 2009; we have *never* received any notice *in writing* from Suffolk Superior Court informing us of any action taken on any of our filings of December 23, 2008:
- Complaint in Intervention for Declaratory and Injunctive Relief and the Right to be Heard in Oral Law;
 - Motion for Leave to Proceed in Forma Pauperis;
 - Motion for Leave to File Excess Pages;
 - and Motion for Clarification of the Parties.
9. We possess an extensive amount of authenticated documentation which is highly relevant to this case; and our documentation will prove the relevant issues of fact which we have relied upon as the basis for our pleadings supporting our claims of Option One Mortgage Corporation's "Toxic Predatory Lending Practices" and ongoing "flipping" of the mortgage.

Signed under the pains and penalties of perjury, and respectfully submitted to Your Honor, Pro-Se against our will, for your consideration on this 10th day of April, 2009.



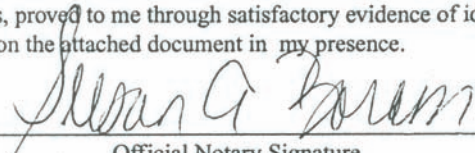
Wayne Adams



Terri Adams

U.S. Citizens and Taxpayers, First-time homeowners, appearing Pro-Se, against our will,
residing at 57 Fitchburg Road, Ashburnham, MA, Tel. 978-827-4552

On this 10th day of April 2009 before me, the undersigned notary public, personally appeared Wayne Adams and Terri Adams, proved to me through satisfactory evidence of identification to be the persons whose name is signed on the attached document in my presence.



Official Notary Signature