

Commonwealth of Massachusetts

Suffolk, ss.

Superior Court, Suffolk County Courthouse

3 Pemberton Square, Boston, MA 02108

Commonwealth of Massachusetts, Plaintiff)

Civil Action Docket
#08-2474-BLS

v.

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

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
CLARIFICATION
OF THE PARTIES**



Plaintiff-interveners, Wayne Adams and Terri Adams, **Pro-Se against our will,**

herein file this Motion for Clarification of the Parties in the abovementioned case.

Plaintiff-interveners motion this Honorable Court to grant them this clarification so they may be able to ensure compliance with the proper steps and procedures required to have their accompanying Motion for Complaint in Intervention filing considered by this Honorable Court.

As the law requires all parties to have the opportunity to be heard or to respond to a motion, Plaintiff-interveners inform this Honorable Court that they have already spent numerous hours, weeks, and even years attempting to determine exactly *who* has the power of attorney to act on behalf of the responsible parties involved, exactly *who* represents the parties responsible for issues involving Plaintiff-interveners which are relevant to this case.

According to Mass. R. Prof. C. 1.2 governing the Scope of Representation, the powers that an attorney has merely as a result of being retained by means of a broad, general power of attorney do not grant him the authority to settle a case, compromise a client's claims, or substantially modify the terms of existing contracts; and as Plaintiff-interveners represent themselves Pro-Se against their will, they have gone far above and beyond their due diligence of research, and as a result have encountered substantial "road blocks" preventing them from determining exactly who and by what means the parties in the abovementioned case should be properly served. In fact, when this action was before Honorable U.S. District Judge Rya W. Zobel on August 26, 2008, Plaintiff-interveners tried to serve their documents in-hand to the five Attorney General and six Defendants' lawyers present and requested the opportunity for a brief discussion prior to or after the hearing. All these attorneys refused to accept or even acknowledge Plaintiff-interveners filings, stating "We have nothing to do with your case; we suggest you get a lawyer." Authenticated documentation and Court filings will show that Plaintiff-interveners have, in fact, contacted over a hundred Massachusetts Attorneys, lawyers at the Attorney General's Office, District Attorney's Office, even the American Civil Liberties Union, in an attempt to resolve their serious life-threatening issues. As a result, Plaintiff-interveners now appear before Your Honor, Pro-Se, against our will.

With the multitude of Defendants and multiple attorneys involved with this case, it has been impossible for Plaintiff-interveners to properly ascertain exactly *who* is responsible to receive service, where and how, and who possesses the legal authority to discuss a meaningful resolution to Plaintiff-interveners' ongoing legal issues.

Plaintiff-interveners bring the attention to this Honorable Court that they are not licensed attorneys, do not possess the same level of legal experience, do not have access to contacts within the brotherhood of civil and criminal attorneys, and do not have the ability, time, or financial resources to access court documents and case laws in the same manner as a lawyer, as this is not their realm of expertise.

Therefore, to ensure due process of law and to properly comply with the Rules of Civil Procedure, Plaintiff-interveners, motion this Court to Order the parties in the abovementioned case to provide them Clarification of the Parties; in particular:

- 1) The proper contact name, title, and address to send documents to; including a phone and fax number, for the Attorney General, Plaintiff in this case, and the number of copies Plaintiff-interveners is required to send to achieve compliance with the Court's rules.
- 2) The proper contact name, title, and address to send documents to; including a phone and fax number, for the each of the Defendants in this case, and the number of copies Plaintiff-interveners is required to send to achieve compliance with the Court's rules.
- 3) The appropriate manner for receiving Plaintiff-interveners' filings print or PDF, sent via U.S. Postal service or Email.
- 4) The appropriate manner for serving this "Motion for Complaint in Intervention" with accompanying documents.

5) The appropriate manner for serving Plaintiff-interveners' motions in the future.

6) Instruct all parties involved in this case to treat the Plaintiff-interveners fairly and with due respect.

Wherefore, for the foregoing reasons, as well as others as seen fit by this Court, Plaintiff-interveners pray this Honorable Court to grant them this Motion for Clarification of the Parties in the abovementioned case.

Respectfully submitted to Your Honor, Pro-Se against our will, for your consideration on this 23rd day of December 2008.



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. 978-827-4927

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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 Clarification of the Parties in the abovementioned case.

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. We became first-time homebuyers on December 3, 1999. Thereafter we discovered that thousands of yards of "contaminated fill" material had been intentionally put into the breakout and capping of the newly installed mounded septic system. A negligence/personal injury lawsuit regarding the

illegal septic system was filed September 25, 2001 on our behalf by the Law Offices of Robert H. D'Auria, P.C. of Bedford, MA, on a Fast Track to be disposed of by November 19, 2002, due to the unhealthy situation.

3. On January 16, 2003, gasoline additive chemicals, MTBE (Methyl tert-butyl ether), were discovered in our drinking well water. Authenticated documentation proves that these events were ongoing for years prior to our purchase of 57 Fitchburg Road, Ashburnham, MA; our well wasn't tested as required; and prior to our purchase of the property this information had been intentionally concealed from us by the same public officials who had a duty to protect the public health.
4. While under advisement of the Law Offices of Robert H. D'Auria P.C., we were referred to the Option One Mortgage Corporation broker Chuck Hirbour by Attorney Coursey, and we did not know of Chuck Hirbour before Attorney Coursey introduced him to us.
5. Hirbour provided mortgage broker services for our October 31, 2003 Option One Mortgage Corporation conventional uninsured 2/28 ARM loan with equity "cash-out". This was a higher 2-year fixed rate of 8.19% and 28-year adjustable rate, with the understanding that we would refinance back to a 30-year fixed rate within that 2-year period, as we had been misled into believing that the septic system trial (*Adams et. al. v Price et. al.*) would have been finished by then, because the Fast Track filing indicated the case was to be disposed of by November 19, 2002, and we were being pressured by the attorneys to pay much higher-than-expected costs, meanwhile experiencing extreme "toxic fear". The closing occurred October 31, 2003 at

the Law Offices of Robert Ciampitti Jr. P.C. in Boston, MA, and Option One Mortgage Corporation mortgage security instrument and borrower's note given by us was originated (file #03-3015, loan #161028068) and serviced by Option One Mortgage Corporation of Irvine, CA (servicing #001206916-7).

6. On April 29, 2004 Attorney D'Auria pressured us into a settlement with Defendants Kevin A. Lashua/Bill's Sewer Service Inc. (*Adams et. al. v Price et. al.*). As part of that settlement the Defendants agreed to remove 45 ten-wheel 22-yard truckloads of the "contaminated fill". We were assured by the attorneys that the settlement was iron-clad. Thereafter, the Defendants refused to fulfill their obligations and the attorneys refused to take legal action to enforce the agreement, and the attorneys released Kevin A. Lashua/Bill's Sewer Service Inc. from the Trial against our will. As a result, the "*bacterial colony*" remains; thousands of yards of "contaminated fill" several feet from our home.
7. On October 4, 2005 our 19-yr-old daughter was diagnosed with Crohn's Disease, a bacterial disease. Ten days later Attorney D'Auria faxed us his notice of withdrawal. Thereafter, we represented ourselves Pro-Se against our will in a lengthy civil bench trial before Judge John T. Lu in Worcester Superior Court (*Adams et. al. v Price et. al.*).
8. Ten days after Trial began (*Adams et. al. v Price et. al.*), on August 10, 2006, we received a certified letter dated August 9, 2006 from Attorney James E. O'Connell III of Korde & Associates, P.C., Chelmsford, MA, informing us that the law firm represented 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, claiming to be the present holder of the mortgage. We immediately contacted the firm, and later discovered that Servicemembers Civil Relief Act foreclosure complaint #327829 had been filed in Land Court in Boston on August 11, 2006, one day after we had received the law firm's letter.

9. We never received service, via sheriff, of the Foreclosure Complaint #327829 filed in Land Court by Korde & Associates P.C.; and, in fact, we learned of the filing of the foreclosure complaint after receiving a "foreclosure rescue" notice from another law firm, as records will show.
10. We have *never* received any RESPA notification from Wells Fargo Bank N.A. regarding our mortgage.
11. Thereafter, we filed a lawsuit in Worcester Superior Court (*Adams et. al. v Option One Mortgage Corp., #WOCV2006-01922C*) for negligence and negligent infliction of emotional distress against Option One Mortgage Corporation claiming the lender knew about the ongoing Trial (*Adams et. al. v Price et. al.*), the environmental problems associated with our property and should have known that these problems would prevent us from complying with the terms of our mortgage. Judge James R. Lemire chose to ignore Wayne Adams' oral argument of Federal Toxic Tort Laws, and allowed Option One Mortgage Corporation's motion to dismiss. At the February 9, 2007 hearing Attorney Ranieri informed us that Attorney O'Connell is no longer with the law firm, and that our Land Court foreclosure case was put "*On Hold, indefinitely*".

12. We have made numerous attempts to contact the Attorney General's office, by phone and in person and in writing, to get enforcement regarding the "contaminated fill" and the illegal dumping of this hazardous material on our property and on municipal-owned property; and to get enforcement regarding approximately 22 public officials whose names, including Kevin Lashua, appear on an illegal gambling pool which was posted on the Internet, Incident #06-20-OF Call #06-420 shows with the status "Incident Open"; and there has been no enforcement.

13. We have made numerous attempts to speak with or meet Attorney Generals Tom Reilly and Martha Coakley herself, to bring her attention to the ongoing legal issues, political retribution, conspiracy and fraud, and other serious matters described in our "Timeline of Events" and Motion for Complaint in Intervention for Declaratory and Injunctive Relief; and we have been ignored, and told *"You'll NEVER speak to her."*

14. We then discovered H&R Block, Inc.'s March 17, 2008 8-K SEC filing of a 77-pg purchase agreement between Option One Mortgage Corporation and the selling subsidiaries to AH Mortgage Acquisition Company Inc., (the mortgage loan servicing arm of WL Ross & Co. LLC.) and H&R Block, Inc. On March 26, 2008, we filed an emergency ex-parte motion in Land 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 filed August 11, 2006 (#327829) which is still put *"On Hold, indefinitely"*. On March 31, 2008 at a Land Court motion hearing, we served a 1-1/2" thick package of documentation in-hand to Judge Charles W. Trombly, Jr., in the presence of the Judge's Attorney,

Clerk Frank J. Richmond, and oral testimony describing our years of attempts at resolving these ongoing Federal Toxic Tort issues, violations of our civil rights, and notice to the Court that it is not in the interest of justice for the Court to proceed with any matter believed to be unlawful; and that it is unclear exactly *who* has power of attorney representing Option One Mortgage Corporation in our case. On April 9, 2008, Judge Trombly denied our motion, and his ruling stated that "Their issues concerning toxic waste are not within the jurisdiction of this court..." and pertaining to the status of the Land Court foreclosure (#327829), Judge Trombly ruled "The case is still pending."

15. 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.

16. Since the mortgagee information was amended to Option One Mortgage Corporation, Orange, California on October 20, 2003, our homeowner's insurance policy indicates that they have been the only mortgagee listed for #0012069167 policy #0639605 for 57 Fitchburg Road, Ashburnham, MA.

17. On October 17, 2008 we received an ARM change notification from American Home Mortgage Servicing Inc. for loan #0012069167 at 57 Fitchburg Road, Ashburnham, MA indicating the interest rate was 10.5% and the new rate is now lowered to 10.375%, with notice stating "This communication is from a debt collector..."

18. On November 30, 2008 we discovered a filing at the Registry of Deeds showing an April 15, 2008 filing indicating an August 21, 2006 Assignment of Mortgage from Option One Mortgage Corporation to Wells Fargo Bank N.A.

19. On December 3, 2008, we called Wells Fargo Bank N.A., spoke with Andrea in customer service, gave her the loan and servicing number, and were told "No records found." We then spoke with Jennie Khoo from Wells Fargo Bank N.A. in Los Angeles, CA, and provided her with the loan, servicing, and social security numbers, and asked her if this is Wells Fargo Bank N.A., and she answered "Yes, it is. Everything you've given me comes up with nothing."

20. We possess an extensive amount of authenticated documentation which is highly relevant to the abovementioned case, as indicated in the accompanying "Timeline of Events"; and in particular will have a bearing on this case, and prove the relevant issues of fact which we have relied upon as the basis for our pleadings, and the documentation will support our claims of Option One Mortgage Corporations' "Toxic Predatory Lending Practices" and ongoing "flipping" of the mortgages.

Signed under the pains and penalties of perjury on this 23rd day of December, 2008, and respectfully submitted to Your Honor, Pro-Se against our will, for your consideration on this 23rd day of December 2008.

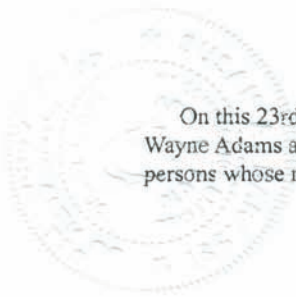


Wayne Adams

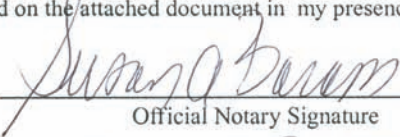


Terri Adams

U.S. Citizens and Taxpayers, First-time homeowners, appearing Pro-Se, against our will,
residing at 57 Fitchburg Road, Ashburnham, MA, Tel. 978-827-4927



On this 23rd day of December 2008 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.

 4/2/2010

Official Notary Signature
SUSAN A. BARRESI