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LEGAL NOTICE TO MICHELLE CROCKER

February 7, 2023

(SEE PAGE 244)

Francis V. Kenneally
Clerk
Supreme Judicial Court
Commonwealth of Massachusetts
John Adams Courthouse
One Pemberton Square, Suite 1400
Boston, MA 02108-1724

RE: SJC-13067 – Letter Pursuant to M.R.A.P Rule 16(l)

Dear Clerk Kenneally:

Pursuant to M.R.A.P. Rule 16(l) petitioner hereby submits the following supplemental authority on the scienter of the Federal National Mortgage Association:

I. In Yargeau v. Federal National Mortgage Association ("FNMA") 2021 cv 40033 decision signed by Magistrate Judge on August 10, 2022 and ordered by District Court Judge on August 31, 2022 the District Court relied again on the First Circuit's decision in Montilla 999 F3d 751, 754 (1st Circuit 2021) finding that Federal Housing Finance Authority ("FHFA") and FNMA were not the government. This case was argued successfully by the same counsel in this matter, Sam Bodurtha. (Exhibit A)

II. In United States v. Rosicki and Rosicki, 12 Civ 7199 United States Southern District of New York, a recently identified closed case in New York, a pleading by the U.S. Government argued that FNMA was the Government for purposes of the Federal Claims Act ("FCA"). (Exhibit B)

III. In Rosicki, the Defendants relied on two forms of Law Firm Retention Agreements (the first issued in 1998 and second labeled Law Firm Retention Agreement ("LFRA") issued in 2013) that firm had with FNMA in support of their defense from the FCA charges, arguing that FNMA was not the government. Those agreements are attached along with the affidavit of the attorney who filed those agreements in the Southern District of New York matter. (Exhibit C)

IV. In Rosicki, stipulation and order resolved the matter accepting payment to the U.S. Treasury on behalf of U.S. Government for violations of FCA. (Exhibit D)

V. The 2013 LFRA states that (1) it is a "tri-party" agreement with FNMA, the law firm and servicer; (2) the relationship with FNMA on any individual matter or case was to be confidential; (3) actions must be brought in the name of the servicer but that FNMA would direct and control all litigation; (4) FNMA may not be referred to as a government agency; and (5) FNMA permits the law firm to only advise servicers of their relationship with FNMA **[not parties or Judges, Land Courts, Housing Courts, Recording Offices or other State offices including Attorney Generals' offices or Department of Banks]**.

VI. Every law firm in the Commonwealth who signed this agreement agreed to keep the true party of interest ("the Government) confidential while pursuing land takings. For those performing bankruptcy work, attorneys agreed to keep the Government hidden on Proof of Claim forms.

VII. Section 10 (3) of the 2013 LFRA acknowledges that FNMA would face significant legal and reputational risk if identified as the Government. Citing examples of matters (1) any issue involving FNMA's conservatorship, status as a federal instrumentality or an interpretation of FNMA's charter (as a secondary market participant FHMA was not allowed to own [or take ownership of] any property); (2) any contention that FNMA is a federal agency or otherwise part of the U.S. Government; (3) any "due process" or other Constitutional challenge.

VIII. Section 11 of the 2013 LFRA provides that when referring to Fannie Mae in default related matters: FNMA may not be referred to as a "government agency."

IX. Section 15 of the 2013 LFRA provides that the law firm will not identify FNMA in any publication; FNMA permits advising [only] servicers of firm's relationship with FNMA.

X. The 2013 LFRA is is a secrecy agreement that law firms signed agreeing to conduct legal proceedings in the name of servicers when they knew that FNMA was in the background directing and controlling all litigation.

XI. The 2013 LFRA represents that 5 years into the conservatorship launched a full-scale effort to present that the GSE's were not government entities even though they were in conservatorship of the federal government and all proceeds of their businesses went straight to the U.S. Treasury.

XII. The 1998 and 2013 LFRAs demonstrate that FNMA retained Law Firms [aka "officers of the court(s)"] that signed on willing to conceal the true party [FNMA] on any individual matter or case (including in Land Court, Housing Court, Superior Court, Registry of Deeds, Attorney General's office, Massachusetts Department of Banks and U.S. Bankruptcy Court). Signatories who signed these agreements agreed to bring all actions in the name of the servicer knowing that FNMA would direct and control all litigation and that all public servants tracking information in the Commonwealth on numbers of foreclosures, names of foreclosing entities would be misinformation because they were missing the name of FNMA (aka the Government).

XIII. The list of states shows Massachusetts as a "judicial foreclosure" state. This is because the Land Court Judgment (aka Soldiers and Sailors determination) was considered a judgment of foreclosure – that was identified in the Matt case in 2013 as void.[1] FNMA did not recognize

[1] The Massachusetts Legislature banned the use of the Land Court proceeding/judgment from stating that it was a judgment of foreclosure in 1991 but the Land Court did not change the form of judgment until 2014 after Matt.

Massachusetts as a non-judicial foreclosure state and all attorneys representing FNMA in Massachusetts proceeded without regard to the non-judicial foreclosure rules (M.G.L. Chapter 266).

These agreements were used throughout the United States, including Massachusetts. FNMA engaged law firms for the most expeditious taking of property throughout the Commonwealth without due process of law – because in the Land Court parties had no right to be a part of the proceeding unless they were in the military. In the Commonwealth, FNMA did not acknowledge any of the law contained in M.G. L. Chapter 266 because according to the schedule attached to the 2013 LFRA it shows Massachusetts as a Judicial Foreclosure state (due to the void Land Court judgments).

If a law firm in Massachusetts signed this agreement this should be referred to the Board of Bar Overseers because they have (by the schedule attached) agreed implicitly to disregard M.G.L. Chapter 266 in the taking of property on behalf of FNMA.

Petitioner renews her call to lift the stay on this matter and allow FNMA to file a responsive brief and explain why they were not required to comply with Massachusetts General Laws; the U.S. Constitution or the Massachusetts Constitution when taking properties.

Sincerely,

/Debra Brown/
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