WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Richard W. Slack
Sunny Singh

Attorneys for the Plan Administrator

JENNER & BLOCK LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 891-1600
Richard Levin

Attorneys for the Consumer Representative

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re	:	**Chapter 11**
DITECH HOLDING CORPORATION, *et al.*,	:	**Case No. 19-10412 (JLG)**
Debtors.[1]	:	**(Jointly Administered)**

JOINT NOTICE OF FILING CERTAIN REDLINES IN CONNECTION WITH AUGUST 24, 2021 OMNIBUS HEARING

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

1. The Plan Administrator[2] for the Wind Down Estates of Ditech Holding Corporation (f/k/a Walter Investment Management Corp.) and its debtor affiliates (excluding Reorganized RMS) (collectively, the "**Wind Down Estates**") and the Consumer Representative

[1] The Wind Down Estates, along with the last four digits of their federal tax identification number, as applicable, are Ditech Holding Corporation; DF Insurance Agency LLC; Ditech Financial LLC; Green Tree Credit LLC; Green Tree Credit Solutions LLC; Green Tree Insurance Agency of Nevada, Inc.; Green Tree Investment Holdings III LLC; Green Tree Servicing Corp.; Marix Servicing LLC; Walter Management Holding Company LLC; and Walter Reverse Acquisition LLC.

[2] Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the confirmed *Third Amended Joint Chapter 11 Plan of Ditech Holding Corporation and its Affiliated Debtors* (the "**Plan**") (ECF No. 1326) and the *Joint Opposition of Plan Administrator and Consumer Representative to Request For Leave to Amend* (the "**Joint Opposition**") (ECF No. 3394).

submit the two attached redlined exhibits pursuant to the Court's request at the August 24, 2021 Omnibus Hearing in connection with the Court's consideration of motions made by James Beekman ("**Claimant**"):

- **Exhibit A** is a redline version of *Claimant's Corrected Supplemental Request for Leave to Amend Nunc Pro Tunc to the April 29, 2021 Request for Leave to Amend* (ECF No. 3533) (the "**Renewed Request to Amend**"), filed on July 7, 2021, reflecting changes made from the *Request for Leave to Amend* (ECF No. 3361) (the "**Request to Amend**") filed by Claimant on April 29, 2021.
- **Exhibit B** is a redline version of Claimant's *Renewed Motion for Rehearing* (ECF No. 3528) (the "**Renewed Motion for Rehearing**") filed on July 7, 2021, reflecting changes made from the *Motion for Rehearing* (ECF No. 3261) (the "**Motion for Rehearing**") filed by Claimant on February 22, 2021.

2. The Request to Amend, Renewed Request to Amend, Motion for Rehearing, and Renewed Motion for Rehearing were filed as PDF documents. Therefore, personnel under the supervision of the Plan Administrator's counsel were required to convert the filings to Word format for purposes of creating the above comparisons. Thus, while the Word versions do not conform to the formatting, including spacing and pagination, of the original documents, they accurately reflect the words used in the original documents and thus accurately reflect the additions and deletions made by Claimant to his recent filings.

* * *

Respectfully submitted,

Dated: August 25, 2021
New York, New York

/s/ Richard W. Slack
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Richard W. Slack
Sunny Singh
David F. Hill, IV

Attorneys for Plan Administrator

/s/ Richard Levin
JENNER & BLOCK LLP
919 Third Avenue
New York, New York 10022
(212) 891-1600
Richard Levin
Email: rlevin@jenner.com

Attorneys for Consumer Representative

Exhibit A

Redline of Request to Amend and Renewed Request to Amend

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	:	Case no. 19-10412 (JLG) Chapter 11
Ditech Holding Corporation. et al.,	:	(Jointly Administered)
Debtors.	:	

CLAIMANT'S CORRECTED SUPPLEMENTAL REQUEST FOR LEAVE TO AMEND NUNC PRO TUNC TO THE APRIL 29, 2021 REQUEST FOR LEAVE TO AMEND

Claimant, James Beekman, proceeding pro se, seeks leave of Court to amend Claim No. 24909, and in support of his request explains to this Honorable Court that:

1. It is well known that leave to amend is to be freely given where justice may require.

2. This Court has determined that Claimant "fails to state a claim" arising from the misrepresentations detailed in his prior submissions because those misrepresentations occurred "prior to 2013, but Ditech Financial did not begin to service the loan until February, 2016." (Doc. 3218, p. 14-15).

3. Claimant can demonstrate in numerous ways that Ditech Financial is legally responsible for the fraudulent misrepresentations made by ~~prior servicers~~DiTech, including those misrepresentations made by Ditech false affidavits that are rife with fraud and also which appear in the various recorded assignments of mortgage~~. Those~~ filed by Ditech, and then Ditech filed those fraudulent instruments in the Florida Official Court Records and those fraudulent instruments adversely affected Beekman. Those fraudulent filings and misrepresentations give

Beekman a private right of action for compensatory damages, statutory damages, and, it is believed, punitive damages under Florida law - - specifically, Fla. Stat. §817.535(8)(a) and (b).

4. The first reason that Ditech Financial is responsible for the effects of the misrepresentations occurring prior to its appearance as servicer is that it has ratified and approved the loan records generated by prior servicers, including but not limited to Indymac Bank, FSB, Indymac Loan Services, OneWest Bank and Ocwen which contain the misrepresentations. It has made affirmative representations that the records are accurate, thereby assuming the benefit of those records. It is also therefore naturally responsible for any liability which may arise from those records, including but not limited to instruments DiTech recorded in the ~~official records~~OFFICIAL COURT RECORDS of Palm Beach County, Florida.

5. Attached hereto as Exhibit A is part of a state court filing, of which this Court should take judicial notice, entitled "Amended Notice of Filing Affidavit of Stewart Derrick in Support of Renewed Motion for Summary Final Judgment." Attached to the Notice of Filing is the referenced affidavit, (hereinafter "the Ditech Affidavit"), and a volume of so-called loan records.[1]

6. Claimant seeks to amend his Claim to "plead factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged," Idea Steel Supply Corp. v. Anza, 652 F.3d 310, 324 (2d Cir. 2011), pursuant to Section 817.535(8)(a) and (b) of the Florida Statutes:

[1] The Amended Notice filed with the state court is 82-pages long, including the Ditech Affidavit and all attachments. For the sake of efficiency, Exhibit A is comprised of the two-page notice of filing, followed by the six-page affidavit, and the four assignments of mortgage comprising Composite Exhibit G to the affidavit.

(8)(a) Any person adversely affected by an instrument[2] filed in the official record which contains a materially false, fictitious, or fraudulent statement or representation has a civil cause of action under this section without regard to whether criminal charges are pursued under subsection (2). A notice of lis pendens in accord with s.

48.23 shall be filed which specifically describes the instrument under challenge and the real or personal property affected by the instrument.

(b) Upon a finding that the instrument contains a materially false, fictitious, or fraudulent statement or representation such that the instrument does not establish a legitimate property or lien interest in favor of another person: 1. The court shall determine whether the entire instrument or certain parts thereof are null and void ab initio. If the court finds the instrument void in its entirety, it may order the instrument sealed from the official record and removed from any electronic database used for indexing or locating instruments in the official record. The court may also, permanently or for a period of time, enjoin the defendant who filed the instrument or who directed the filer to file the instrument from filing or directing a person to file an instrument in the official records without prior review and approval for filing by a circuit or county court judge, provided that as to third parties who may have given value for an interest described or granted by any instrument filed in violation of the injunction, the instrument shall be deemed validly filed and provides constructive notice, notwithstanding any failure to comply with the terms of the injunction. 2. Upon a finding of intent to defraud or harass, the court or jury shall award actual damages and punitive damages, subject to the criteria in s. 768.72, to the person adversely affected by the instrument. The court may also levy a civil penalty of $2,500 for each instrument determined to be in violation of subsection (2).

3. The court may grant such other relief or remedy that the court determines is just and proper within its sound judicial discretion.

7. In the Ditech Affidavit beginning on the third page of the attached Exhibit A, Ditech "Corp. Litigation Rep." Stewart Derrick testifies under oath to the true intentions of its predecessors with regard to the assignments of mortgage. Ditech's representative, Derrick, acting on behalf of Ditech with Ditech's full authorization and authority, would only have personal knowledge of the intentions of the companies named in the assignments from secret or

[2] "Instrument" is defined as "any judgment, mortgage, assignment, pledge, lien, financing statement, encumbrance, deed, lease, bill of sale, agreement, mortgage, notice of claim of lien, notice of levy, promissory note, mortgage note, release, partial release or satisfaction of any of the foregoing, or any other document that relates to or attempts to restrict the ownership, transfer, or encumbrance of or claim against real or personal property, or any interest in real or personal property." §817.535(1)[c].

undisclosed communications with the other persons and companies or if they were all acting in furtherance of an express conspiracy. ~~Either way, construing the inferences in Claimant's favor, Claimant is able to and has, or will if permitted to amend, set forth a plausible claim that Ditech is liable for the conduct of which Claimant complains.~~

8. Either way, construing the inferences in Claimant's favor, Claimant is able to and has, or will if permitted to amend, set forth a plausible claim that Ditech is liable for the conduct of which Claimant complains. Under Federal Rule 15 and Bankruptcy Rule 7015 amendments are Favored as a general matter and should liberally permit pro se litigants to amend their pleadings and Beekman's claim is **NOT** futile if he would be allowed to amend and it is a court error and a manifest of injustice to not allow the pro se claimant to amend his initial first pleading based on a Scribner's error when all Claimant needed to do is show that he might have a claim and the Court was supposed to grant the motion to amend. It is unjust and unfair to Claimant to not allow a simple Amendment since the Claimant stated many times at the hearing that Ditech filed the fraudulent instruments into the official record book in Palm Beach County.. Furthermore the fact that Ditech gave NO ANSWER as to the illegal retractions on the instruments that Ditech filed to perpetrate the frauds is supporting only Claimant's argument. Claimant in good faith in accordance with Civil Rule 1.190 Amendments and supplemental pleadings Only asked for his first chance to Amend after unfounded opposition full of lies and contradictions that it caused, and then became necessary for Claimant to Amend his pro se pleadings to conform to the evidence already submitted to the court and accepted as unrefuted fact by this Honorable court. Claimant is prejudiced by the fact that he never got a chance to prove his claim, which he can easily do in order to facilitate a proper decision on the merits. McCallister Bros., Inc. v. Ocean Marine Indem Co,.742 F. Supp. 70,80(S.D.N.Y 1989), and

additionally Federal Rule 15 provides that leave to amend the pleadings should be "freely give[n] . . . . when justice so requires" as this case requires, so that Claimant has the just opportunity to have his claim heard on the merits.

9. In attempting to explain the repugnancies and contradictions between the various assignments of mortgage recorded against Claimant's property in the Palm Beach County Official Records. Ditech effectively concedes that these four assignments contain "~~m~~Materially false, fictitious or fraudulent statement or representations." See Fla. Stat. §817.535(b). According to the Ditech Affidavit:

> Although there have been numerous Assignments of Mortgage among the various loan servicers for this loan [sic], the Assignments of Mortgage did not transfer ownership of the Note and Mortgage to anyone but FHLMC. They are primarily utilized to make the loan servicers the mortgagee of record in the Public Records so that they receive notices, such as tax delinquencies, and have the authority to act as the mortgagee. The other entities, namely Ocwen Loan Servicing, LLC, Residential Credit Servicing, and Ditech Loan Servicng, LLC, were assigned the Mortgage as servicing agents for the benefit of FHLMC. Nonetheless, the Assignments of Mortgage attached hereto as Composite Exhibit "F"[3] did not convey any ownership interest in the Note or any right to enforce it as anything other than FHLMC's servicing agent. Since this lawsuit was filed, the only entity that has or ever owned the Note or had a beneficial interest in enforcing the Note is FHLMC.
> (Ditech Affidavit, paragraph 8)(emphasis added).

10. Construing the inferences in favor of Claimant, the assignments of mortgage contain one or more "materially false, fictitious, or fraudulent statement[s] or representation[s]":

The assignments appear to transfer ownership of the Note and/or Mortgage.

11. The first assignment states that it was prepared by David J. Stern, Esq., who is nationally infamous for generating false, fraudulent and fictitious assignments of mortgage.[4]

[3] This is an error. The assignments of mortgage are actually Composite Exhibit G to the Ditech Affidavit.

[4] See, e.g., Conlin, Michelle; "The Rise and Fall of a Foreclosure King," The Associated Press, February 17, 2011, available at https://www.nbcnews.com/id/wbna41456966.

12. The second assignment, on its face, represents that it is a transfer, not of any "servicing rights," but instead, the "full benefit" of the mortgage. It states that "said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage." The Assignee is Ocwen Loan Servicing. LLC.

13. The third assignment shows, in exchange for "value received," a transfer of "all beneficial interest under a certain Mortgage" on Claimant's property. The Assignor is Ocwen and the Assignee is Residential Credit Solutions, Inc.

14. In the fourth assignment, the "party of the first part" (Assignor)" is Residential Credit Solutions, Inc. The "party of the second part" (Assignee) is Ditech Financial, LLC. The fourth assignment attests that Assignor "does hereby grant, bargain, sell, assign, transfer, and set over unto" the Assignee "a certain mortgage," "to have and to hold the same unto the said party of the second part, heirs, legal representatives, successors and assigns forever."

15. By filing the Ditech Affidavit, and by basing a claim of standing in the foreclosure action upon one or more of these false and fraudulent instruments, which it knows to be false and fraudulent, Ditech is acting in furtherance of a conspiracy to unlawfully deprive Claimant of his properties by presenting fabricated evidence and recording instruments in the official records containing materially false or fictitious representations. Claimant alleges that other participants in the conspiracy include MERS, FHLMC, IndyMac Bank, FSB; OneWest Bnk, FSB, Ocwen Loan Servicing, LLC.

16. The law of conspiracy makes each conspirator liable for the acts of the other conspirators while acting in furtherance of the conspiracy. Consider, for example, James v. Nationsbank Trust Company (Florida) Nat'l Ass'n, 639 So. 2d 1031 (Fla 5th DCA 1994):

Appellants acknowledge that Nationsbank did not participate in any activity that resulted in the execution and delivery of the notes and mortgages described in the pleadings involved in this appeal. Nevertheless, appellants urge that Nationsbank "knowingly joined the conspiracy" or "knowingly aided and participated in the ... fraud" by purchasing the appellants' notes and mortgages and thereby providing funds 5that allowed GDC to perpetuate the alleged fraudulent sales scheme upon others. That, appellants argue, is enough to link Nationsbank with GDC's fraudulent scheme and constitutes an adoption of all previous acts by GDC. Appellees cite a host of federal criminal cases for this proposition and three Florida cases.

These cases support the proposition advanced by the appellants that persons joining a conspiracy with knowledge of its general purpose and scope may be held liable for all activity in furtherance of the conspiracy which took place before they joined it.

639 So. 2d at 1032 (emphasis added).

17. Paragraph 7 of the Ditech Affidavit further strengthens the plausibility of Claimant's assertion that Ditech has adopted the actions of all previous servicers on the subject loan or loans, wherein the affiant asserts under oath, on behalf of Ditech, that:

"I have personal knowledge of Ditech's boarding process and process of incorporating prior service [sic] business records. During the servicer transfer, when Ditech obtains the business records from a prior servicer, it is Plaintiff's standard business procedure to review said documents for accuracy~~y~~ during as [sic] those documents are relied upon by Ditech. Once this review is completed. Ditech incorporates those records into its own business records and said documents are stored in Ditech's computer system."

(Emphasis added).

The Plaintiff in the case is FHLMC; Ditech appears to testify that FHLMC has a standard business practice of reviewing loan records for accuracy. Here again is a badge of fraud emblematic of participation in the conspiracy of which Claimant complains. It is a false statement about a material fact under oath, and it concerns the roles, and relationships to the subject loan, of the various entities. That sort of misrepresentation appears throughout the history of the administration of Claimant's loans. No matter who the servicer is, the conduct continues. This nudges Claimant's contentions above and beyond plausibility into the realm of probability.

18. Claimant has stated, or will be able to if granted leave to amend, a plausible basis for the claim that he obtained or was promised a mortgage loan modification, and that such modification 6was thereafter wrongfully not recognized by Ditech or any of its predecessors. This is because there has already been a finding by a court of competent jurisdiction that "Beekman was offered a HAMP modification by the Plaintiff's agent, Indymac Mortgage Services," that Claimant made four required payments, on time, and that he "submitted all required documentation and that he was otherwise qualified for HAMP relief." (Ruling of the Florida Circuit Court dated October 30, 2013, at paragraph 2). While the decision was reversed on appeal, the trial court's factual findings were not reversed. They are not binding but they are persuasive evidence that Claimant's contentions regarding the loan modification are plausible.

19. Time does not permit a full explanation of the entirety of Claimant's case. Claimant submits that he has set forth allegations which are sufficient to state a claim, at this stage, for fraudulent misrepresentation, violations of Fla. Stat. 817.535, and other causes of action. In the alternative, Claimant asserts that, if granted leave to amend, he will be able to state such a claim.

WHEREFORE, Claimant asks that he be granted leave to amend Claim no. 24909 or that, in the alternative, the Court overrule the Ninth Omnibus Objection With Respect to Claims of James Beekman.

Respectfully submitted ~~the 29~~this 7th day of ~~April,~~July 2021.

Exhibit B

Redline of Motion for Rehearing and Renewed Motion for Rehearing

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRIT OF NEW YORK

In re,	**CASE NO.19-10412 (JLG)** **Chapter 11** **(Jointly Administered)**
Ditech Holding Corporation, et al.,	**MOTION FOR REHEARING**
Debtors,	**Hearing:** **Date :** **Time:** **Dept:**

RENEWED MOTION FOR REHEARING

Claimant James Beekman seeks to strike the memorandum for numerous errors and Rehearing of the MEMORANDUM DECISION AND ORDER SUSTAINING THE NINTH OMNIBUS OBJECTION (NO BASIS CONSUMER CREDITOR CLAIMS) WITH RESPECT TO CLAIM OF JAMES BEEKMAN, pursuant to the applicable Rule of Federal Civil Procedure and Bankruptcy.

THIS CAUSE previously came before a Florida State Court and is now Before this Bankruptcy Court.

1. Claimant seeks rehearing based on court error and manifested injustice due to the evidence submitted by the claimant that Ditech filed fraudulent instruments in the Official Records book in Palm Beach County, Florida violating Florida Statute 817.53. The Memorandum is riddled with errors and is not consistent with the facts based on the evidence submitted and accepted by this honorable court, therefore committing the error in the Memorandum.

~~1. The Memorandum is riddled with errors and is not consistant with the facts.~~

2. ~~Beekman~~On July 7, 2021 Claimant Beekman filed his Corrected Supplemental Request for Leave to Amend Nunc Pro Tunc to the April 29, 2021 Request For Leave To Amend. Claimant should be allowed to be heard on the merits because he has properly stated a cause of action under Florida Statute 817.53 and for fraud. Additionally he did not default on any loans and this was proven at trial on Oct 21 2013.

3. This court took the Banks attorneys spun narrative and used it to create a Memorandum full of lies and cherry-picked ~~picked~~ bits and pieces to wrongfully support its dismissal favoring and supporting the banks false position that is well known by the courts from prior settlements like the 25-billion-dollar ~~dollar~~ National Mortgage Abuse Settlement.

4. ~~3.~~ It astonishes the pro se litigant that this court is claiming it holds Beekman claim in the best light to help his claim succeed but yet removes itself from the unbridled Bias that Beekman is a Dead Beat homeowner who got what he deserved, as opposed to the truth that These Banks like Ditech and One west bank /Cit Bank are shell companies full of crooks who use fraud to injure Beekman and to skirt the system and the courts by their spinning Narritives and creating false records to suit their greedy foreclosure needs .

5. ~~4.~~ The court Memorandum is wrong and should be stricken because it contains too many inaccurate statements like Beekman defaulted on Both Loans , No Determination ever was made

to that ,in Fact the opposite is that one west bank was unjust and wrongfully foreclosed on Beekman without standing and used corrective assignments of bids and Nunc pro tunc Scribner's errors to steal his business while he paid for the consolidation of his 3 mortgages not 2 like memorandum incorrectly states.

6. ~~5.~~ Based upon the evidence presented, the Florida Court found that the Claimant, James G. Beekman, was offered a HAMP modification by the Plaintiff's agent, Indymac Mortgage Services, a Division of One West Bank, FSB, requiring three trial period payments of $1,631.00. Defendant tendered four payments toward this modification, and that such payments were timely made. Defendant submitted all required documentation for a permanent modification of his loan, and that he was otherwise qualified for relief under the Home Affordable Modification Program. Ditech, and Indymac, and One West Bank failed to approve Defendant's application for a permanent HAMP modification, and that the denial was without justification.

REQUEST FOR JUDICIAL NOTICE

7. ~~6.~~ Beekman respectfully requests this Court to take the following Mandatory Judicial Notice(s):

WHEREAS: Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151d 2nd 240; Pucket v. Cox, 456 2nd 233.

8. ~~7.~~ Pro se pleadings are to be considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers. Brotherhood of Trainmen v. Virginia ex rel. Virginia State Bar, 377 U.S. 1; v. Wainwright, 372 U.S. 335; Argersinger v. Hamlin, Sheriff 407 U.S. 425 said that Litigants can be assisted by unlicensed laymen during judicial proceedings. Conley v. Gibson, 355 U.S. 41 at 48 (1957), "Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice"...

"The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits."

8. The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. Puckett v. Cox, 456 F. 2d 233 (1972) (6th Cir. USCA). It was held that a pro se first amended complaint requires a less stringent reading than one drafted by a lawyer per Justice Black in Conley v. Gibson (see case listed above, Pro Se Rights Section). B. Platsky v. CIA, 953 F.2d 25, 26 28 (2nd Cir. 1991), "Court errs if court dismisses pro se litigant without instruction of how pleadings are deficient and how to repair pleadings."

9. Beekman is proceeding in this matter "pro se", and asking the court to please accept his statement about him having to appear "pro se" before proceeding into evaluation of this motion because the Scribner error on the REQUEST FOR LEAVE TO AMMEND filed April 29, 2021, needed to be amended in accordance with Civil Rule of Procedure 1.190 governing amendments and supplemental pleadings so that the Claimant could correct the Scribner error prior servicers and properly amend his pleading to conform to the evidence already submitted to this court that Ditech made material misrepresentations and filed instruments into the Official Records book in Palm Beach County, Florida.

10. Pro se litigants' court submissions are to be construed liberally and held to less stringent standards than submissions of lawyers. If the court can reasonably read the submissions, it should do so despite failure to cite proper legal authority, confusion of legal theories, poor syntax and sentence construction, or litigant's unfamiliarity with rule requirements. Boag v. MacDougall, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982); Estelle v. Gamble, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976) (quoting Conley v. Gibson, 355 U.S. 41, 45-46, 78

S.Ct. 99, 2 L.Ed.2d 80 (1957)); Haines v. Kerner, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); McDowell v. Delaware State Police, 88 F.3d 188, 189 (3rd Cir. 1996); United States v. Day, 969 F.2d 39, 42 (3rd Cir. 1992) (holding pro se petition cannot be held to same standard as pleadings drafted by attorneys); Then v. I.N.S., 58 F.Supp.2d 422, 429 (D.N.J. 1999). The court erred in its Memorandum because Claimant obviously was not construed liberally because he stated prior servicers and specifically Ditech was included as a servicer that committed fraud upon fraud and was included in the four corners of the Claimant's pro se pleading because the pro se Claimant expected the court to hold his claim in the most favorable light, including Ditech in the fraud because Ditech committed the fraud based on the evidence Claimant submitted.

11. The courts provide pro se parties wide latitude when construing their pleadings and papers. When interpreting pro se papers, the Court should use common sense to determine what relief the party desires. S.E.C. v. Elliott, 953 F.2d 1560, 1582 (11th Cir. 1992). See also, United States v. Miller, 197 F.3d 644, 648 (3rd Cir. 1999) (Court has a special obligation to construe pro se litigants' pleadings liberally); Poling v. K. Hovnanian Enterprises, 99 F.Supp.2d 502, 506-07 (D.N.J. 2000).

12. Beekman has the right to submit pro se motions, even though they may be in artfully drawn but the court can reasonably read and understand them. See, Vega v. Johnson, 149 F.3d 354 (5th Cir. 1998).

13. Courts will go to particular pains to protect pro se litigants against consequences of technical errors if injustice would otherwise result. U.S. v. Sanchez, 88 F.3d 1243 (D.C.Cir. 1996). Moreover, "the court is under a duty to examine the first amended complaint to determine if the allegations provide for relief on any possible theory." Bonner v. Circuit Court of St. Louis, 526 F.2d 1331, 1334 (8th Cir. 1975) (quoting Bramlet v. Wilson, 495 F.2d 714, 716 (8th Cir.

1974)). Thus, if this court were to entertain any motion, they would have to apply the standards of White v. Bloom.

14. In Cersosimo, the Supreme Court stated: "It is our established policy to allow great latitude to a litigant who, either by choice or necessity, represents himself in legal proceedings, so far as such.

15. Beekman respectfully requests this Court to take the following Mandatory Judicial Notice(s): WHEREAS: *Jenkins v. McKeithen*, 395 U.S. 411, 421 (1959); *Picking v. Pennsylvania R. Co*., 151 Fed 2nd 240; *Pucket v. Cox*, 456 2nd 233.

12. Pro se pleadings are to be considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers. *Brotherhood of Trainmen v. Virginia ex rel. Virginia State Bar*, 377 U.S. 1; v. Wainwright, 372 U.S. 335; *Argersinger v. Hamlin*, Sheriff 407 U.S. 425 said that Litigants can be assisted by unlicensed laymen during judicial proceedings. *Conley v. Gibson*, 355 U.S. 41 at 48 (1957), "Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice"...

16. "The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits."

17. The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. *Puckett v. Cox*, 456 F. 2d 233 (1972) (6th Cir. USCA). It was held that a pro se first amended complaint requires a less stringent reading than one drafted by a lawyer per Justice Black in *Conley v. Gibson* (see case listed above, Pro Se Rights Section). *B. Platsky v. CIA*, 953 F.2d 25, 26 28 (2nd Cir. 1991), "Court errs if court dismisses pro se litigant without instruction of how pleadings are deficient and how to repair pleadings."

18. Beekman is proceeding in this matter "pro se", and asking the court to please accept his statement about him having to appear "pro se" before proceeding into evaluation of this motion.

19. Pro se litigants' court submissions are to be construed liberally and held to less stringent standards than submissions of lawyers. If the court can reasonably read the submissions, it should do so despite failure to cite proper legal authority, confusion of legal theories, poor syntax and sentence construction, or litigant's unfamiliarity with rule requirements. *Boag v. MacDougall*, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982); *Estelle v. Gamble*, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976) (quoting *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957)); *Haines v. Kerner*, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652 (1972); *McDowell v. Delaware State Police*, 88 F.3d 188, 189 (3rd Cir. 1996); *United States v. Day*, 969 F.2d 39, 42 (3rd Cir. 1992) (holding pro se petition cannot be held to same standard as pleadings drafted by attorneys); *Then v. I.N.S.*, 58 F.Supp.2d 422, 429 (D.N.J. 1999).

20. The courts provide pro se parties wide latitude when construing their pleadings and papers. When interpreting pro se papers, the Court should use common sense to determine what relief the party desires. *S.E.C. v. Elliott*, 953 F.2d 1560, 1582 (11th Cir. 1992). See also, *United States v. Miller*, 197 F.3d 644, 648 (3rd Cir. 1999) (Court has a special obligation to construe pro se litigants' pleadings liberally); *Poling v. K. Hovnanian Enterprises*, 99 F.Supp.2d 502, 506-07 (D.N.J. 2000).

21. Beekman has the right to submit pro se motions, even though they may be in artfully drawn but the court can reasonably read and understand them. See, *Vega v. Johnson*, 149 F.3d 354 (5th Cir. 1998).

22. Courts will go to particular pains to protect pro se litigants against consequences of technical errors if injustice would otherwise result. *U.S. v. Sanchez,* 88 F.3d 1243 (D.C.Cir. 1996). Moreover, "the court is under a duty to examine the first amended complaint to determine if the allegations provide for relief on any possible theory." *Bonner v. Circuit Court of St. Louis,* 526 F.2d 1331, 1334 (8th Cir. 1975) (quoting *Bramlet v. Wilson,* 495 F.2d 714, 716 (8th Cir. 1974)).

23. Thus, if this court were to entertain any motion, they would have to apply the standards of *White v. Bloom.*

24. In Cersosimo, the Supreme Court stated: "It is our established policy to allow great latitude to a litigant who, either by choice or necessity, represents himself in legal proceedings, so far as such latitude is consistent with the just rights of any adverse party…." (*Cersosimo v. Cersosimo,* 449 A.2d 1026 (1982)).

25. Beekman respectfully requests this Court to take the following Mandatory Judicial Notice(s): WHEREAS: *Jenkins v. McKeithen,* 395 U.S. 411, 421 (1959); *Picking v. Pennsylvania R. Co*., 151 Fed 2nd 240; *Pucket v. Cox,* 456 2nd 233.

26. Pro se pleadings are to be considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers. *Brotherhood of Trainmen v. Virginia ex rel. Virginia State Bar,* 377 U.S. 1; v. Wainwright, 372 U.S. 335; *Argersinger v. Hamlin,* Sheriff 407 U.S. 425 said that Litigants can be assisted by unlicensed

laymen during judicial proceedings. *Conley v. Gibson*, 355 U.S. 41 at 48 (1957), "Following the simple guide of rule 8(f) that all pleadings shall be so construed as to do substantial justice"...

27. "The federal rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits."

28. The court also cited Rule 8(f) FRCP, which holds that all pleadings shall be construed to do substantial justice. *Puckett v. Cox*, 456 F. 2d 233 (1972) (6th Cir. USCA). It was held that a pro se first amended complaint requires a less stringent reading than one drafted by a lawyer per Justice Black in *Conley v. Gibson* (see case listed above, Pro Se Rights Section). *B. Platsky v. CIA*, 953 F.2d 25, 26 28 (2nd Cir. 1991), "Court errs if court dismisses pro se litigant without instruction of how pleadings are deficient and how to repair pleadings."

29. Beekman is proceeding in this matter "pro se", and asking the court to please accept his statement about him having to appear "pro se" before proceeding into evaluation of this motion.

30. Pro se litigants' court submissions are to be construed liberally and held to less stringent standards than submissions of lawyers. If the court can reasonably read the submissions, it should do so despite failure to cite proper legal authority, confusion of legal theories, poor syntax and sentence construction, or litigant's unfamiliarity with rule requirements. *Boag v. MacDougall*, 454 U.S. 364, 102 S.Ct. 700, 70 L.Ed.2d 551 (1982); *Estelle v. Gamble*, 429 U.S. 97, 106, 97 S.Ct. 285, 50 L.Ed.2d 251 (1976) (quoting *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99, 2 L.Ed.2d 80 (1957)); *Haines v. Kerner*, 404 U.S. 519, 92 S.Ct. 594, 30 L.Ed.2d 652

(1972); *McDowell v. Delaware State Police*, 88 F.3d 188, 189 (3rd Cir. 1996); *United States v. Day*, 969 F.2d 39, 42 (3rd Cir. 1992) (holding pro se petition cannot be held to same standard as pleadings drafted by attorneys); *Then v. I.N.S.*, 58 F.Supp.2d 422, 429 (D.N.J. 1999).

31. The courts provide pro se parties wide latitude when construing their pleadings and papers. When interpreting pro se papers, the Court should use common sense to determine what relief the party desires. *S.E.C. v. Elliott*, 953 F.2d 1560, 1582 (11th Cir. 1992). See also, *United States v. Miller*, 197 F.3d 644, 648 (3rd Cir. 1999) (Court has a special obligation to construe pro se litigants' pleadings liberally); *Poling v. K. Hovnanian Enterprises*, 99 F.Supp.2d 502, 506-07 (D.N.J. 2000).

32. Beekman has the right to submit pro se motions, even though they may be in artfully drawn but the court can reasonably read and understand them. See, *Vega v. Johnson*, 149 F.3d 354 (5th Cir. 1998).

33. Courts will go to particular pains to protect pro se litigants against consequences of technical errors if injustice would otherwise result. *U.S. v. Sanchez*, 88 F.3d 1243 (D.C.Cir. 1996). Moreover, "the court is under a duty to examine the first amended complaint to determine if the allegations provide for relief on any possible theory." *Bonner v. Circuit Court of St. Louis*, 526 F.2d 1331, 1334 (8th Cir. 1975) (quoting *Bramlet v. Wilson*, 495 F.2d 714, 716 (8th Cir. 1974)).

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36. latitude is consistent with the just rights of any adverse party …." (Cersosimo v. Cersosimo, 449 A.2d 1026 (1982)).

37. Beekman should be allowed to Amend his pleadings and asks the Court to allow him to Amend. Beekman has NOT abused the amendment rule and this is his first request for leave to amend the complaint to include the Wind Down Estates and other parties.

38. The issues relating to the HAMP application, expressly raised in Beekman's

Arguments. These were the Banks arguments Not Beekman's because Beekman was wrongfully in court ERROR and unfairly denied a compulsory counterclaim as a stall Tactic . This court memorandum overlooks that fact and Beekman wanted to assert Fraud and Breach of contract for starters but was Also Not allowed to amend his answer and this court dose not see through the Banks Bologna. Instead what the Banks wanted to argue the payments were tried by the consent of Beekman and the Bank lawyers who made the rules and wrongfully claimed FHLMC had standing and Beekman s Loan was Serviced by Ocwen….This court refuses to acknowledge FHLMC and One West both used Nunc pro tunc and created its standing through abuse of the litigation ~~priveledge~~privilege which Blank Rome lawyers abuse everyday. And this adversely affected Beekman and the Record and this court memorandum did not mention the truth that Oner west Bank assigned its wrongfully foreclos~~ur~~ure bid to Federal Home loan mortgage Association, Instead the memorandum skips that important kink in its incorrect memorandum~~.~~ so much so that it paints a picture that Beekman is a dead beat homeowner who did not pay instead of one west bank corrective credit bids, nunc pro tunc and forgeries in BOTH Cases to pass on to unscrupulous Ditech so Ditech and its lawyers can change and spin the record over and over until its so convoluted, Only B~~k~~eekman with first hand Knowledge and boxes of evidence offered in

good faith to the larger fraud scheme by ditech and This court over looks all of that, is wrong. Bias and prejudiced Beekman claim and this Memorandum should be ~~strickes~~strike as the facts are incorrect and Not truthful…Ditech did commit FRAUD !!! and these violations against the law and are felonies being committed by Ditech.

39. Ditech and the other lenders and Servicers such as Ditech failed to approve Beekman for a permanent mortgage modification and this denial was without justification, so found the Honorable Howard Harrison's. The Judge was reversed on Appeal, but this is what he held but the case was reversed on other grounds. No one ever Appealed that the Banks were unjust so that is Unrefuted Fact…

40. Plaintiff's denial was unjustified and Di~~e~~tech and Wind Down Estates is therefore liable for all collateral damages to

Beekman including but not limited to missed work, property damages, lost equity, loss of rental income, all attorney's fees, legal fees and legal expenses and personal injury damages.

41. Plaintiff Federal Home Loan Mortgage Corporation/Indymac Mortgage Services/One West Bank was not credible and did not comply with the modification agreement. The Honorable Judge Howard Harrison said Beekman was credible and believable, and the Plaintiff was not.

The memorandum fails to establish who was at fault. It wrongfully states Beekman defaulted. It wrongfully states Beekman made 4 payments toward 427 loan, it wrongfully states Beekman purchased 2 loans, it wrongfully states Ditech is not a party to the foreclosure case . it wrongfully states Beekman can't state a claim against ditech for misrepresentation and Fraud and other important facts and details have been omitted that support Beekman's claim. ~~Its~~It's for this reason memorandum record is not accurate and this court must strike the memorandum as rebutted, One West made super profits from dual tracking and David Sterns was disbarred for forgeries that adversely affected Beekman and Ditech and its agents exploited that causing compounded insult to injury and this court can't say Beekman defaulted because no trail was ever conducted that concluded this. ~~Its~~It's spun to Benefit Ditech and this court should recuse itself from anymore Bankruptcy's of Large Financial firms if it allows the crooks to steal homes

and businesses and the file Bk and change its name again and again. ~~Its~~It's all relevant to this entirely Bias and errors in the memorandum and it should be stricken and is rebutted.

42. Defendant did comply with the modification Agreement. Beekman did send in the paperwork and did qualify. (See Exhibit B, page 213 of the Beekman Trial Transcript).

43. The Banks including Di~~e~~tech fabricated Fake accounting and monthly statements riddled with fraudulent charges , such as Insurance and late fees and ~~its~~it's because they are making up phony statements that is the misrepresentation and intentional infliction of stress it caused to Beekman for compounding years of suffering after they even admitted $1,469.16 (One Thousand Four Hundred Sixty Nine

Dollars And Sixteen Cents) shall be applied to Beekman's principal, that was not credited according to an Ocwen Representative for Plaintiff due to an error made by Plaintiff. (See Exhibit C, page 71 of the Trial Transcript). The error in the memorandum states Beekman defaulted on both loans and this is NOT true and Not Fact and is rebutted because the Banks did not apply Money and refused Payment because of Better options. This is fact and unrefuted.

44. Compensation is owed for the damages caused to Beekman for the unjustified denial of the HAMP Modification Agreement and all expenses caused by this damage.

45. The forfeiture and release of the 425 9th Street property, and the Certificate of Title should be reinstated in Beekman's name .and Beekman's claims arise from violations of Florida statue 817.53 and others giving ~~his~~ a cause of action because he was adversely ~~;y~~ affected by the bank fraud and racketeering scheme to benefit Ditech and the lawyers for the Banks the court wrongfully and totally overlook~~s~~ed. The court allowed Ditech to supplement their pleadings, amened their pleadings, and file numerous unfounded objections without merit. It is unjust and prejudices Claimant to not allow him to amend same.

46. The lenders and servicers including Ditech should be held liable for all court cost, legal fees and legal expenses that were paid to defend the foreclosures and dual tracking by Plaintiff's agent David J. Stern on the 425 and 427 9th street propert~~y~~ies.

47. Ditech should provide a full disclosure under penalty of perjury a complete accounting and audit by an independent party of the mortgage loan history including but not limited to all payments and any payoffs of the loans from any other sources or third parties, such as; insurance companies, shared loss agreements from the FDIC, TARP and the original FAS 140, FAS 95 GAP Principal pay-offs documents, mortgage satisfaction, title insurance payments, credit default swaps, derivatives and 3rd party debt collectors such as Ditech~~.but~~ and they can't ~~b~~and won't and this court failed to see the truth and its memorandum is riddled with errors and Beekman can state a claim against wind down estates.

48. Beekman's is entitled to a Memorandum that is fair, unbiased and ~~is not~~adjudicated on the merits instead of a memorandum that is full of mis information like Beekman in 2006 purchased 2 properties this is entirely false and it should be stricken as not true, Beekman refinanced which was a refi that based on Bank appraisal fraud and predatory per se and this court did not consider the real facts. Additionally, the memorandum should not be based on a Scribner's error made by pro se litigant who obviously included Ditech's fraudulent filing of instruments.

49. The lenders and Ditech should repair Beekman's credit by way of contacting all credit reporting agencies and correcting and all negative credit reporting by Plaintiff and all it's agents and debt collectors concerning all of Beekman's mortgages, and any derogatory credit reporting against Beekman now or in the future.

50. Ditech should produce any and all relevant documents requested by Beekman pertaining to any and all financial transactions that have transpired between the parties from 2004 or at least

when Ditech began processing the loan through the present and any and all information through any 3rd party agents that Beekman sees fit.

51. Beekman should be reimbursed for all medical costs from two emergency room visits and hospitalization due to the heart attack he suffered by the long and tedious litigation process to resolve the housing and mortgage issue caused by Ditech and the other lenders. He continues to be dealing with PTSD Post Traumatic Stress Syndrome the Banks has inflicted on him due to the long and tedious process.

~~52.~~ Defendant Beekman should be awarded damages in the amount of to be paid to Beekman for all the damages resulting from an unjustified denial of a mortgage modification and by intentionally losing paperwork (See Exhibit D, page 125 of the Court transcript) to add fees and force a foreclosure and for causing intentional infliction of pain and suffering and loss of work time, illnesses from stress caused by Ditech's refusal to come to a reasonable settlement agreement.

52. ~~53.~~ Subject to appropriate pleading and proof as to the amount, the Court should award Beekman, all attorney's fees and costs incurred in this action, to be paid by Ditech upfront.

53. ~~54.~~ The Bankruptcy Court should retain Jurisdiction to enforce this to determine the amount of attorney's fees and costs to which Beekman is entitled.

54. ~~55.~~ The Court is Expunging the Claim of Beekman, but Ditech has committed a felony as far Section 817.535 Unlawful filing of false documents or records against real or personal property.— is concerned.

The most relevant section but not the whole law states:

"Title XLVI CRIMES

Chapter 817

FRAUDULENT PRACTICES

View Entire Chapter

817.535 Unlawful filing of false documents or records against real or personal property.—

(1) As used in this section, the term:

(a) "File" means to present an instrument for recording in an official record or to cause an instrument to be presented for recording in an official record.

(b) "Filer" means the person who presents an instrument for recording in an official record or causes an instrument to be presented for recording in an official record.

(c) "Instrument" means any judgment, mortgage, assignment, pledge, lien, financing statement encumbrance, deed, lease, bill of sale, agreement, mortgage, notice of claim of lien, notice of levy, promissory note, mortgage note, release, partial release or satisfaction of any of the foregoing, or any other document that relates to or attempts to restrict the ownership, transfer, or encumbrance of or claim against real or personal property, or any interest in real or personal property.

(d) "Official record" means the series of instruments, regardless of how they are maintained, which a clerk of the circuit court, or any person or entity designated by general law, special law, or county charter, is required or authorized by law to record. The term also includes a series of

instruments pertaining to the Uniform Commercial Code filed with the Secretary of State or with any entity under contract with the Secretary of State to maintain Uniform Commercial Code records and a database of judgment liens maintained by the Secretary of State.

(e) "Public officer or employee" means, but is not limited to:

1. A person elected or appointed to a local, state, or federal office, including any person serving on an advisory body, board, commission, committee, council, or authority.

2. An employee of a state, county, municipal, political subdivision, school district, educational institution, or special district agency or entity, including judges, attorneys, law enforcement officers, deputy clerks of court, and marshals.

3. A state or federal executive, legislative, or judicial officer, employee, or volunteer authorized to perform actions or services for any state or federal executive, legislative, or judicial office, or agency.

4. A person who acts as a general or special magistrate, auditor, arbitrator, umpire, referee, hearing officer, or consultant to any state or local governmental entity.

5. A person who is a candidate for public office or judicial position.

(2) (a) A person who files or directs a filer to file, with the intent to defraud or harass another, any instrument containing a materially false, fictitious, or fraudulent statement or representation that purports to affect an owner's interest in the property described in the instrument commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

(b) A person who violates paragraph (a) a second or subsequent time commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084."

55. ~~56.~~ Ditech must also comply with the terms of a Consent Order Ocwen entered into with the Consumer Financial Protection Bureau on December 19, 2013, with the State of Florida and approximately forty eight other states for violation of the states banking and business laws and the Consumer Financial Protection Act of 2010. (See Exhibit F)and this memorandum does not even give hint that Ditech engaged in any violations .

56. ~~57.~~ Ditech is liable for damages if any violations of the Consent Order occured during Beekman's mortgage loan term. Those violations include false statements mailed to attorneys with falsified accounting that Ditech created during its due course of daily business . Since Ditech Never really serviced beekmans loan due to the Duplicate conflicting assignments that make it impossible for ditech to say it serviced any loans in this case. These misrepresentations and false statements are misrepresentation which are clearly plead as a pro se litigant and this court should stop protecting Ditech and consider the facts as they are Not as ditech's and One west and Fhlmc and Sls Blank Rome liar lawyers spin it . This court should impose Sanctions sufficient to deter a company like One west Bank with 65 Billion in assets and Billionare George Soros and his gand of crooked banks playing Catch me if you can like Windfall estates, Green tree servicing Ocwen Sls and DITECH and vindicate the judiciary!

CONCLUSION

~~57.~~ 57. What is due process in a procedure affecting property interests must be determined by taking into account the purposes of the procedure and its effect upon the rights asserted and all other circumstances which may render the proceeding appropriate to the nature of the case. Davidson v. New Orleans, 96 U.S. 97, 107-108; Ballard v. Hunter, supra, 255; North Laramie Land Co. v. Hoffman, supra, 282-283; Dohany v. Rogers, supra, 369, and cases cited.

57. ~~58.~~ It is true, of course, that "the fundamental requirement of due process is an opportunity to be heard upon such notice and proceedings as are adequate to safeguard the right for which the constitutional protection is invoked." Anderson National Bank v. Luckett, 321 U.

S. 233, 246 (1944). Here, Plaintiff's First Amendment Fundamental Right to Petition the Government for the Redress of Grievances is at issue.

58. ~~59.~~ Beekman's claim should not be expunged.

59. ~~60.~~ Leave To Amend should be granted and this Motion For Rehearing should be granted.

60. ~~61.~~ There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments." United States v. Throckmorton, 98 U.S. 61 (1878). Thus, a "fraud on the court" is a fraud designed not simply to cheat an opposing litigant, but to "corrupt the judicial process" or "subvert the integrity of the court." Oxxford Inc. v. Expeditors Int'l, Inc., 127 F.3d 574, 578 (7th Cir. 1997); Pumphrey v. K.W. Thompson Tool Co., 62 F.3d 1128, 1131 (9th Cir. 1995) (citation omitted); Transaero, Inc. v. La Fuerza Area Boliviana, 24 F.3d 457, 460 (2d Cir. 1994).

61. ~~62.~~ Fraud on the court is marked by an "unconscionable plan or scheme which is designed to improperly influence the court in its decisions," Dixon v. Commissioner, No. 00-70858, 2003 U.S. App. LEXIS 4831, at *11–12 (9th Cir. Mar. 18, 2003), amending 316 F.3d 1041 (9th Cir. 2003), or by "egregious misconduct directed to the court itself." Greiner v. City of Champlin, 1523d 787, 789 (8th Cir. 1998) (citation omitted).

62. ~~63.~~ Lawyers are professionally and ethically responsible for accuracy in their representations to the Court. Rule 3.1 of the Model Rules of Professional Conduct states that lawyers "shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good-faith argument for an extension, modification or reversal of existing law." Similarly, Rule 3.3 provides that "[a] lawyer shall not knowingly … make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer." Id. at 3.3(a).

Here, Ditech's attorney, knowingly represented to the Bankruptcy Court that he had conducted an adequate investigation of the Appellant's foreclosure and prepared Court documents which argued for Expungement. The Court had a right to rely upon his representations to it, because he was a licensed attorney, and the Court did rely upon them. But for the attorney's unprofessional errors of lying to the Court, a claim upon which relief can be granted was presented, evidenced by the facts.

63. ~~64.~~ It is clear and well-established law that a void order can be challenged in any court." Old Wayne Mut. L. Assoc. V. Mc Donough, 204, U.S. 8 (1907).

WHEREFORE, Plaintiff~~,~~/Claimant James Beekman, proceeding pro se, hereby prays this Court will enter an Order striking the incorrect Memorandum and grant Beekman leave to amend and then Grant a rehearing on the Claim, or in the lease grant a leave to amend.

Respectfully submitted,

DATED: ~~February~~ **18** July 9, 2021,

By: /s/ James Beekman pro se

Certificate of Service

I, James Beekman, hereby declare that on July 9, 2021, has served the attached document entitled RENEWED MOTION FOR REHEARING via electronic mail.

Sunny Singh @ WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153

Attorneys for Plan Administrator

And

Richard Levin @ JENNER & BLOCK LLP
919 Third Avenue
New York New York 10022

By: ___/s/ James Beekman_pro se_
427 9th Street
West Palm Beach, FL 33401
561-714-7067
Jbwpb007@gmail.com