

**IN THE CIRCUIT COURT FOR WORCESTER COUNTY, MARYLAND**

**NORMAN BRADFORD**

**PLAINTIFF**

**v.**

**CASE NO. \_\_\_\_\_**

**HSBC MORTGAGE CORPORATION**

**and**

**BIERMAN, GEESING & WARD, LLC**

**DEFENDANTS**

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**VERIFIED COMPLAINT**

**COUNT I – TEMPORARY INJUNCTION**

Plaintiff NORMAN BRADFORD sues Defendants, HSBC MORTGAGE CORPORATION and BIERMAN, GEESING & WARD, LLC and alleges the following:

1. It is an undisputed fact Plaintiff is now, and at all times mentioned in this complaint has been, the owner of certain described real property known as: 9713 VILLAGE LANE, UNIT #4, OCEAN CITY, MARYLAND, and more fully described in and attached as Exhibit “A”.
2. It is an undisputed fact Defendants, HSBC Mortgage Corporation and Bierman, Geesing & Ward, LLC or its Agents, at the time of the occurrences were doing business in the State of Maryland, Worcester County.

3. On information and belief, Plaintiff alleges that Defendants, in committing the acts alleged in this Complaint and in other cases, are engaging in a pattern of unlawful and illegal activity.
4. It is an undisputed fact that in pursuing the non-judicial foreclosure, Defendants represented that they have the right to payment under the Mortgage Note, payment of which was secured by the Deed of Trust. Whereas in fact, Defendants, and each of them, are not the real parties in interest, are not the legal trustee, mortgagee or beneficiary, nor are they authorized agents of the trustee, mortgagee or beneficiary, nor are they in possession of the Note, or holders of the Note, or non-holders of the Note entitled to payment, as required by the Maryland Commercial Code §§ 3-301 and 3-309. Therefore, Defendants are attempting to institute foreclosure proceedings against Plaintiff's Property without rights under the law.
5. It is an undisputed fact that on or about November 15, 2009, and continuing to the present, Defendants have wrongfully and unlawfully sought to foreclose on the above-described property. Defendants have no authority to foreclose, as HSBC Mortgage Corporation is not the real party in interest or the holder in due course of any note, mortgage or other instrument, which purports to secure the property. The foreclosure sale has not yet been

completed, but the sale is imminent, with the sale scheduled for January 13, 2010.

6. It is an undisputed fact that Defendant Bierman, Geesing & Ward, LLC in that they regularly in the course of their business, on behalf or themselves or others, engage in the collection of debt.
7. It is an undisputed fact that Bierman, Geesing & Ward, LLC actions constitute a violation of the Fair Debt Collection Practices Act in that they threatened to take actions not permitted by law, including but not limited to: collecting on a debt not owed to Defendants, making false reports to credit reporting agencies, foreclosing upon a Note of which they were not in possession nor otherwise entitled to payment, falsely stating the amount of a debt, failing to validate the alleged debt (see Exhibit "B"), increasing the amount of a debt by including amounts that are not permitted by law or contract, and using unfair and unconscionable means in an attempt to collect a debt.
8. It is an undisputed fact that on or about December 3, 2009 and at other times between that date and the present, Plaintiff has demanded that Defendants refrain from committing the above named acts, but Defendants have refused and has threatened to continue such acts. See Exhibit "C"

9. It is an undisputed fact that in the Notice sent by Bierman, Geesing & Ward, LLC it claims that it was the duly appointed trustee pursuant to the Deed of Trust, but fails to identify the holder of the beneficial interest. Bethany Hood who allegedly signed the Deed of Appointment to Bierman, Geesing & Ward, LLC as substitute of trustees is an imposter and does not possess the power to appoint a substitute trustee in this matter. Plaintiff possesses several documents signed by the same Bethany Hood as Vice President of several different banks and other such organizations.
10. Plaintiff is informed and believes and thereon alleges that Defendants are not in possession of the Note, and are not entitled to enforce the security interest on the property.
11. It is an undisputed fact that Defendant also failed to properly record and give proper notice of the Notice of Default pursuant to Maryland Code § 7-105 et seq. As a result, trustors, Plaintiff included, who are not properly informed regarding a pending substitution of trustee cannot exercise their rights to investigate the circumstances of the foreclosure proceedings.
12. On information and belief, Plaintiff alleges that in all the wrongful acts alleged herein, Defendants, and each of them, have utilized the United States mail, telephones and internet in furtherance of their pattern of

unlawful and illegal conduct to collect on negotiable instruments when they were not entitled to do so.

13. It is an undisputed fact that as a result of the Defendant's acts, which are without authority, Plaintiff has sustained or will sustain great and irreparable injury in that if Defendants sell this property, which is unique and is not replaceable, Plaintiff will lose the use and enjoyment of the property.

14. It is an undisputed fact Plaintiff cannot be fully compensated in damages, is without an adequate remedy at law because the exact amount of damage Plaintiff will sustain will be difficult to determine, and the Defendants have acted with the intent to wrongfully deprive Plaintiff of Plaintiff's property. The Defendant's actions are outrageous and go beyond standards of social dignity. The Defendants' actions have caused Plaintiff to suffer from severe emotional distress that has gone beyond embarrassment and humiliation.

15. As a further result of the Defendant's acts, if these acts are permitted to continue, Plaintiff will be irreparably damaged in an amount of at least \$70,000.00 and an additional amount that will be alleged when additional damages have been determined.

WHEREFORE, Plaintiff demands judgment for:

- A. Temporary injunction enjoining Defendants from engaging in or performing any of the following acts: Selling or attempting to sell or dispose of or committing any act that will affect the title of the listed property.
- B. Costs of this action and other just relief.

### **COUNT II – PERMANENT INJUNCTION**

Plaintiff sues Defendant, re-alleges the foregoing and alleges:

16. It is an undisputed fact Plaintiff is now, and at all times mentioned in this complaint has been, the owner of certain described real property known as: 9713 VILLAGE LANE, UNIT #4, OCEAN CITY, MARYLAND, and more fully described in and attached as Exhibit “A”.
17. Defendant, HSBC Mortgage Corporation and Bierman, Geesing & Ward, LLC, or its Agents, at the time of the occurrences were doing business in the State of Maryland, Worcester County.
18. On information and belief, Plaintiff alleges that Defendants, in committing the acts alleged in this Complaint and in other cases, are engaging in a pattern of unlawful and illegal activity.
19. It is an undisputed fact that in pursuing the non-judicial foreclosure, Defendants represented that they have the right to payment under the Mortgage Note, payment of which was secured by the Deed of Trust.

Whereas in fact, Defendants, and each of them, are not the real parties in interest, are not the legal trustee, mortgagee or beneficiary, nor are they authorized agents of the trustee, mortgagee or beneficiary, nor are they in possession of the Note, or holders of the Note, or non-holders of the Note entitled to payment, as required by the Maryland Commercial Code §§ 3-301 and 3-309. Therefore, Defendants are attempting to institute foreclosure proceedings against Plaintiff's Property without rights under the law.

20. It is an undisputed fact that Bierman, Geesing & Ward, LLC actions constitute a violation of the Fair Debt Collection Practices Act in that they threatened to take actions not permitted by law, including but not limited to: collecting on a debt not owed to Defendants, making false reports to credit reporting agencies, foreclosing upon a Note of which they were not in possession nor otherwise entitled to payment, falsely stating the amount of a debt, failing to validate the alleged debt (see Exhibit "B"), increasing the amount of a debt by including amounts that are not permitted by law or contract, and using unfair and unconscionable means in an attempt to collect a debt.

21. It is an undisputed fact that on or about November 15, 2009, and continuing to the present, Defendant has wrongfully and unlawfully sought to foreclose on above described property. Defendant has no authority to foreclose, as it

is not the real party in interest or the holder in due course of any note, mortgage or other instrument, which purports to secure the property. The foreclosure sale has not yet been completed, but the sale is imminent, with the sale scheduled for January 13, 2010.

22. It is an undisputed fact that on or about December 3, 2009 and at other times between that date and the present, Plaintiff has demanded that the Defendants refrain from committing the above named acts, but Defendant has refused and has threatened to continue such acts. See Exhibit "C"

23. It is an undisputed fact that in the Notice sent by Bierman, Geesing & Ward, LLC it claims that it was the duly appointed trustee pursuant to the Deed of Trust, but fails to identify the holder of the beneficial interest. Bethany Hood who allegedly signed the Deed of Appointment to Bierman, Geesing & Ward, LLC as substitute of trustees is an imposter and does not possess the power to appoint a substitute trustee in this matter. Plaintiff possesses several documents signed by the same Bethany Hood as Vice President of several different banks and other such organizations.

24. Plaintiff is informed and believes and thereon alleges that Defendants are not in possession of the Note, and are not entitled to enforce the security interest on the property.

25. It is an undisputed fact that Defendant also failed to properly record and give proper notice of the Notice of Default pursuant to Maryland Code § 7-105 et seq. As a result, trustors, Plaintiff included, who are not properly informed regarding a pending substitution of trustee cannot exercise their rights to investigate the circumstances of the foreclosure proceedings.

26. On information and belief, Plaintiff alleges that in all the wrongful acts alleged herein, Defendants, and each of them, have utilized the United States mail, telephones and internet in furtherance of their pattern of unlawful and illegal conduct to collect on negotiable instruments when they were not entitled to do so.

27. It is an undisputed fact that as a result of the Defendant's acts, which are without authority, Plaintiff has sustained/will sustain great and irreparable injury in that if Defendant's sell his property, which is unique and is not replaceable, Plaintiff will lose the use and enjoyment of his property of which no more like this is available.

28. It is an undisputed fact Plaintiff cannot be fully compensated in damages, is without an adequate remedy at law because the exact amount of damage Plaintiff will sustain will be difficult to determine, and Defendants' have acted with the intent to deprive Plaintiff of his property. The Defendants' actions are outrageous and go beyond standards of social dignity. The

Defendants' actions have caused Plaintiff to suffer from severe emotional distress that has gone beyond embarrassment and humiliation.

29. It is an undisputed fact that as a further result of the Defendant's acts, if these acts are permitted to continue, Plaintiff will be irreparably damaged in an amount of at least \$70,000.00 and an additional amount that will be alleged when additional damages have been determined.

WHEREFORE, Plaintiff demands judgment for:

- A. Permanent injunction enjoining Defendants from engaging in or performing any of the following acts: Selling or attempting to sell or dispose of or committing any act that will affect the title of the listed property.
- B. Costs of this action and other just relief..

### **COUNT III -- UNJUST ENRICHMENT**

Plaintiff sues Defendant HSBC Mortgage Corporation for unjust enrichment, re-alleges the foregoing and alleges:

30. It is an undisputed fact Plaintiff has conferred benefit on Defendant HSBC Mortgage Corporation, who has knowledge thereof;

31. It is an undisputed fact Defendant HSBC Mortgage Corporation voluntarily accepts and retains the benefit conferred; and

32.It is an undisputed fact the circumstances render Defendant HSBC Mortgage Corporation retention of the benefit inequitable unless Defendant HSBC Mortgage Corporation pays the value of the benefit, \$70,000.00 to the Plaintiff.

WHEREFORE Plaintiff demands judgment against Defendant HSBC Mortgage Corporation for the damages specified and costs as deemed appropriate by this court.

#### **COUNT IV--WRONGFUL FORECLOSURE**

Plaintiff sues Defendant HSBC Mortgage Corporation and Bierman, Geesing & Ward, LLC for wrongful foreclosure, re-alleges the foregoing and alleges:

33.It is an undisputed fact that Maryland Commercial Code §§ 3-301 specifically identifies the persons who are entitled to enforce a security interest by, among other means, instituting a foreclosure sale under a deed of trust. The statute is exclusive rather than inclusive in nature, and those who are not identified do not have the right to enforce such an interest.

34.Plaintiff is informed and believes and thereon alleges that Defendants HSBC Mortgage Corporation, and Bierman, Geesing & Ward, LLC are not in possession of the Note, and are not beneficiaries, assignees or employees of the person or entity in possession of the Note, and are not otherwise

entitled to payment. Moreover, Plaintiff is informed and believes and thereon alleges that said Defendants are not "person[s] entitled to enforce" the security interest on the property, as that term is defined in Maryland Commercial Code §§ 3-301.

35. It is an undisputed fact that in the Notice sent by Bierman, Geesing & Ward, LLC it claims that it was the duly appointed trustee pursuant to the Deed of Trust, but fails to identify the holder of the beneficial interest. Bethany Hood who allegedly signed the Deed of Appointment to Bierman, Geesing & Ward, LLC as substitute of trustees is an imposter and does not possess the power to appoint a substitute trustee in this matter. Plaintiff possesses several documents signed by the same Bethany Hood as Vice President of several different banks and other such organizations.

36. Plaintiff is informed and believes and thereon alleges that Defendants are not in possession of the Note, and are not entitled to enforce the security interest on the property.

37. It is an undisputed fact that Defendant also failed to properly record and give proper notice of the Notice of Default pursuant to Maryland Code § 7-105 et seq. As a result, trustors, Plaintiff included, who are not properly informed regarding a pending substitution of trustee cannot exercise their rights to investigate the circumstances of the foreclosure proceedings.

38. It is an undisputed fact that on or about October 3, 2008, the Emergency Economic Stabilization Act of 2008 ("EESA") was signed into law. In implementing EESA, the U.S. Treasury has instituted a number of programs, including the "Making Homes Affordable" Program, Capital Purchase Program, and Capital Assistance Program, among others. Pursuant to the plans, and the authority provided by H.R. 1424 Title I Sec. 109-110, the U.S. Treasury has ordered that all recipients of capital investments under the Financial Stability Plan will be required to commit to participating in mortgage foreclosure mitigation programs consistent with the guidelines promulgated by U.S. Treasury and released as part of its Making Home Affordable mortgage modification program.

39. Plaintiff is informed and believes and thereon alleges that Defendant HSBC Mortgage Corporation, pursuant to the United States Department of the Treasury Section 105(a) Troubled Asset Relief Program (TARP) Report to Congress, received monies in 2008 from the U.S. Government in purchases of troubled assets.

40. It is an undisputed fact that those Defendants who received TARP funds are subject to U.S. Treasury's modification program guidelines for the Making Home Affordable Program. Said guidelines, promulgated on March 4, 2009, clearly require "[a]ny foreclosure action ... be temporarily suspended during

the trial period, or while borrowers are considered for alternative foreclosure prevention options. In the event that the Home Affordable Modification or alternative foreclosure options fail, the foreclosure action may be resumed.”

41. It is an undisputed fact that Defendants have failed to suspend the foreclosure action to allow the Plaintiff to be considered for alternative foreclosure prevention options.

42. It is an undisputed fact that as a direct and proximate result of said Defendants' wrongful actions, Plaintiff has suffered damages, including, but not limited to, direct monetary loss, consequential damages, and emotional distress.

43. It is an undisputed fact that in committing the wrongful acts alleged herein, said Defendants acted with malice, oppression and fraud. Said Defendants' willful conduct warrants an award of exemplary damages, in an amount sufficient to punish the wrongful conduct and to deter such misconduct in the future.

#### **COUNT V – SET ASIDE OR VACATE SALE**

Plaintiff sues Defendant to set aside or vacate the sale of Plaintiff's property, re-alleges the foregoing and alleges:

44. Jurisdiction and venue are proper.

45. This is an action to set aside or vacate an alleged promissory note and deed of trust that does not exceed the jurisdictional limit for this court, excluding interest, costs and attorney's fees.
46. It is an undisputed fact Plaintiff has made payments to the Plaintiff under the belief that the Defendant HSBC Mortgage Corporation was the owner or holder of a promissory note, which may have been signed, by the Plaintiff.
47. It is an undisputed fact Plaintiff has requested authenticated copies showing the existence of said promissory note but Defendants have failed to produce it. See Exhibit "D"
48. It is an undisputed fact Plaintiff has requested authenticated copies of the purported note bearing Plaintiff's signature, yet Defendants have failed to provide such records. Exhibit "D"
49. It is an undisputed fact Plaintiff has requested authenticated copies of the note establishing that Defendant HSBC Mortgage Corporation is the owner or holder of such a note, yet Defendants have failed to produce any such records. Exhibit "D"
50. It is an undisputed fact Defendant HSBC Mortgage Corporation is not the owner or holder of any purported note to which the Plaintiff may be bound to make payments. On information and belief, Wells Fargo Bank is the owner and holder of any purported note.

51.It is an undisputed fact Defendants defrauded the court.

52.Plaintiff is entitled to a release of deed of trust and a return of all monies  
paid to Defendant HSBC Mortgage Corporation.

53.Plaintiff demands a jury trial.

WHEREFORE Plaintiff demands judgment for damages against

Defendants

Under penalties of perjury, I declare that I have read the foregoing  
Complaint and have personal knowledge of the facts and matters therein set  
forth and averred and that each and all of these facts and matters stated in it  
are true and correct.

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Norman Bradford  
PO Box 1332  
Ashburn, Virginia 20146  
703-622-5181

Subscribed and sworn to before me, a Notary Public, of the  
Commonwealth of Virginia, this 9<sup>th</sup> day of January, 2010

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NOTARY PUBLIC