

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.)
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)

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

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MAY 13 2009
SUPERIOR COURT
DEPARTMENT OF THE TRIAL COURT
FOR CIVIL BUSINESS

**MOTION FOR
COMPLAINT IN
INTERVENTION FOR
DECLARATORY AND
INJUNCTIVE RELIEF
AND MOTION TO BE
HEARD IN ORAL LAW**

Plaintiff-interveners, Wayne Adams and Terri Adams appear before this Honorable Court, Pro-Se against our will, with this Motion for Complaint in Intervention for Declaratory and Injunctive Relief. Plaintiff-interveners' claims against the above-named defendants involve the same questions of law and fact that are involved in the original action, and intervention to assert these claims will not unduly delay or prejudice the adjudication of the rights of the original parties.

The allegations contained in the original action filed by the Commonwealth of Massachusetts, by and through its Attorney General, Martha Coakley, brought this enforcement action to require H&R Block, Inc., Block Financial Corp., Option One Mortgage Corporation, H&R Block Mortgage Corporation

(collectively "the HRB Entities") to pay civil penalties, restitution, and other damages arising from their unfair, deceptive, and discriminatory origination and servicing of mortgage loans in Massachusetts, pursuant to M.G.L. c. 93A §4, M.G.L. c. 151B §9, M.G.L. c. 12 §10, and to disgorge their ill-gotten gains and profits from such conduct; also seeking injunctive relief against the HRB Entities and AH Mortgage Acquisition Co. [Inc.], d/b/a American Home Mortgage Servicing, Inc. ("American Home Mortgage") in order to remedy, address, and prevent additional harm arising from the HRB Entities' unlawful conduct.

Plaintiff-interveners' (hereinafter referred to as the "Adams' ") allegations contained in this Motion for Complaint in Intervention, with regard to liability, causation, and damages, arise from behavior and actions by the Defendants which are substantially the same as those contained in the original action.

Additionally, Plaintiff-interveners find themselves in a unique situation, as their authenticated documentation proves a substantial conflict of interest with the Commonwealth of Massachusetts and governmental agencies established under the laws of the Commonwealth, and the overseer of these authorities is the Massachusetts Attorney General's Office.

REQUEST FOR ORAL ARGUMENT

Plaintiff-interveners motion this Honorable Court to be Heard in Oral Law. Adams' are not licensed attorneys. As the practice of law is not their realm of expertise, Adams' believe an oral argument will assist the Court in clarification of their issues and assist the Court in ruling on this motion.

As grounds in support of this motion Plaintiff-intervenors state the following:

JURISDICTION AND VENUE

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

This Court has personal jurisdiction and venue is proper because Adams' closing occurred at the Law Offices of Robert Ciampitti Jr. P.C. in Boston, MA, in Suffolk County, for the borrower's note given by the Adams' originated and serviced by Option One Mortgage Corporation on October 31, 2003.

The Defendants' continuous acts include a frivolous Servicemembers Civil Relief Act foreclosure complaint in Land Court, Boston, in Suffolk County, (#327829) on August 11, 2006 by Korde & Associates, P.C. representing "Wells Fargo Bank N.A. as Trustee for Pooling and Servicing Agreement Option One Mortgage Loan Trust 2004-1 Asset-Backed Certificates, Series 2004-1, the present holder of the Adams' mortgage to Option One Mortgage Corporation dated October 31, 2003" and Option One Mortgage Corporation was the only mortgagee filed at the Registry of Deeds, not Wells Fargo Bank N.A., for the Adams' property at the time of filing, and the Superior Court has jurisdiction over the processing of mortgage foreclosure cases.

The Defendants' continuous acts include a frivolous April 15, 2008 Registry of Deeds filing alleging an August 21, 2006 Assignment of Mortgage from Option One Mortgage Corporation to Wells Fargo Bank, N.A., and this Assignment of Mortgage is the subject matter of the pending foreclosure complaint in Land Court, Boston, in Suffolk County, (#327829) filed by Korde & Associates P.C. in the Land Court, Boston, in Suffolk County, and the Superior Court has jurisdiction over the processing of mortgage foreclosure cases.

THE RIGHT TO INTERVENE

Per Mass. R. Civ. P. 24 (a), Plaintiff-interveners, the Adams', state that this motion is filed in a timely manner, and M.G.L. c. 244 §32, M.G.L. c. 240 §6, and M.G.L. c. 259 §1 confers the Adams' the right to intervene in this complaint.

Adams' claim an interest relating to property and transactions that are the subject of this action, and are so situated that disposing of this action may as a practical matter impair or impede their ability to protect these interests. Adams' are, in fact, one of the Massachusetts borrowers and homeowners with an "exploding ARM" as described in Part 5 of the original action, and were misled with promises of future refinancing as described in Part 6 of the original action.

Adams' are in foreclosure with reported payment delinquencies and potential loss of their home and valuable home equity as described in Part 7 of the original action, and their loan documentation was unverified and unaudited as described in Part 8 of the original action, and risk was undisclosed as described in Part 9 of the original action.

Mass. R. Civ. P. 24 (a)(2) confers the Adams' the right to intervene in this complaint. Adams' state that the information contained in this motion, along with the enclosed "Timeline of Events" and Affidavit, proves that the existing parties, both the Plaintiffs and the Defendants, clearly can *not* adequately represent the Adams' interests. The existing parties all have substantial conflicts of interest with the Adams' and stand to gain unjust enrichment if Adams' are not allowed their right to intervene, their right to be heard, and the right to protect their interest.

In the alternate, Plaintiff-interveners, the Adams', humbly motion this Honorable Court to allow them permissive intervention pursuant to Mass. R. Civ. P. 24 (b). Based upon the information stated in this motion, enclosed "Timeline of Events" and Affidavit, the Court may permit anyone to intervene who is given a conditional right to intervene by a statute or has a claim or defense that shares with the main action a common question of law or fact; and the facts prove the Defendants' acts of "Toxic Predatory Lending Practices" were unfair and deceptive violations of M.G.L. c. 93A, and it is an unfair or deceptive act or practice for a mortgage broker or lender to conceal or to fail to disclose to a borrower any fact relating to the loan transaction, disclosure of which may have influenced the borrower not to enter into the transaction.

Plaintiff-interveners, the Adams', are U.S. Citizens, taxpayers, and Massachusetts residents. Pursuant to their rights secured by U.S. Const. am. 14 and U.S. Const. am. 5, no person shall be deprived of property without Due Process of law. Adams' have the Constitutional Right to be heard in a fair and unbiased Court, and the Courts can not ignore or condone illegal acts, enforce illegal contracts or uphold illegal filings and inferior Court rulings.

OVERVIEW

The Adams' did fulfill their American Dream of home ownership. Soon their American Dream became a Horrific Nightmare, and their nightmare is far from over.

The Adams' discovered that their property had substantial pre-existing environmental contamination issues which had been known to state and local officials for decades. Unlike the Love Canal¹, the Adams' property deed did not contain a clause stating that if they became sick, harmed, or died due to the toxic waste, then the town, state or federal government would not be responsible. Unlike the required health warning messages on packages of cigarettes, there was no warning to the Adams', who were first-time homebuyers. The Adams' didn't know that they were being exposed to poisonous chemicals from the friendly neighborhood family-owned gas station next door. The Adams' didn't know that they were being exposed to hazardous substances in the mounded septic system when their friendly neighbor, the installer, said "Your kids can play on it."

The Adams' quickly realized the horror of how toxic wastes destroyed their environment and affected their lives, both mentally and physically. The Adams' had always believed that the government would automatically protect them; but they were wrong; dead wrong. Adams' have now learned that even low levels of chemical exposure have a devastating effect on the human body, and that the government will only protect them from this only when forced to do so.

(¹Love Canal is a neighborhood in Niagara Falls, New York, and is the toxic waste dump that became synonymous with environmental disaster 30 years ago)

Adams' continue to live in "Toxic Fear" on a daily basis. This toxic fear is well-founded and based on documented facts. Adams' have learned of the numerous cancer deaths, painful miscarriages, and crippling birth defects in each of the neighboring homes. In fact, a young woman who grew up in their home recently passed away from cancer, too.

As a result of these undisclosed pre-existing environmental contamination issues, Adams' have fallen prey to aggressive "Toxic Predatory Lenders". These unconscionable lenders lured the unsuspecting Adams' into a 30-year contract knowing the Adams' were likely to experience chronic toxicity due to long-term exposure; likely result in devastating illness, followed by crushing financial burden, and an inability to repay the loan.

By systematically profiling and targeting "Toxic Towns", the "Toxic Predatory Lenders" then use loopholes in the law to foreclose on the property and recover the amount of the loan, interest and principal payments, reaping a windfall of profit at the expense of their own client, the unsuspecting first-time homebuyer. Unfortunately, the Adams' are not unique. Similar stories can be told with respect to hundreds, perhaps thousands, of Massachusetts borrowers who have fallen victim to these unscrupulous "Toxic Predatory Lenders".

BACKGROUND

1. With this motion, Plaintiff-interveners include a detailed "Timeline of Events" and Affidavit, and Plaintiff-interveners possess numerous authenticated documents supporting their claims above and beyond speculation and above and beyond a reasonable doubt.

2. Plaintiff-interveners, Wayne Adams and Terri Adams, are a husband and wife, registered voters, taxpayers, and citizens of the United States, who along with their two daughters, reside at 57 Fitchburg Road, in the "Toxic Town" of Ashburnham, Massachusetts, known as the "Town of Many Lakes".
3. The Adams' became first-time homebuyers on December 3, 1999, after purchasing the property from sellers Wesley G. Price and Phyllis L. Price without a real estate broker; an 1850's colonial with +/- 44 acres of land situated on New England Interstate Route 12 in Worcester County, North Central Massachusetts. Adams' saw the natural beauty and not the invisible beast. Adams' later learned that this "Toxic Town" had been home to over 50 mills and 11 tanneries. The "Morocco Shop" and other large tannery facilities had been located on nearby Phillip's Brook, within a mile of the Adams' home, and these large tanneries utilized hazardous chemicals such as alkalis, acids, or solvents which have a "forever-and-a-day" shelf life.
4. Adams' purchased the property secured by a 30-year fixed rate of 8.375% FHA mortgage loan. Pursuant to the Purchase and Sale Agreement, the Prices were required to provide a certificate approving the septic system, inspected and approved as required by Massachusetts Title 5 Law; and the results of any written home inspection reports of any hazardous substances, underground tanks, septic system, and well water were required to be satisfactory to the Adams' lender.
5. Thereafter, the Adams' discovered that the property they purchased had substantial pre-existing environmental contamination issues that *had* been known to state and local officials for decades; yet these toxic issues were not disclosed to the Adams' prior to their purchase.

6. The Adams' then discovered thousands of yards of contaminated fill material had been hauled in by vehicles belonging to Kevin Lashua/Bill's Sewer Service Inc. (hereinafter referred to as the "contaminated fill"). The "contaminated fill" consisted of construction debris, asphalt, bricks, concrete block pieces, chunks of blacktop, pieces of rubber and broken glass, crushed metal drums, lumber, pipes, railroad ties, foul-smelling bacteria-ridden gray stone, black sludge, fecal coliform, parts of broken solid tanks, d-boxes, leach field pipe, discolored gray leach field dirt and other parts of demolished used septic systems mixed in with contaminated Brownfield dirt; intentionally put into the breakout and capping of the Adams' newly installed mounded septic system, tainted from day one, as proven by authenticated documents, videotapes, photos, letters, laboratory testing, and under oath testimony.

7. The septic system had to be installed and approved as compliant with Massachusetts Title 5 law in order for Adams' to purchase the property.

8. Adams' later discovered the home had been ordered to be vacated and deemed unfit for habitat in 1995 by the same inspector, James Garreffo Jr., who made nine inspections certifying compliance of the Adams' septic system with the "contaminated fill". The "contaminated fill" material was intentionally deposited by Kevin Lashua/Bill's Sewer Service Inc., a licensed septic system installer and MassDEP inspector #523, licensed septic system pumper and septic waste hauler, an Ashburnham Municipal Light Plant Commissioner, a land abutter, and at that time the Assistant Building Inspector without the proper credentials. For over 9 years Adams' have been in the face of practically every department in the state, criminal,

environmental, health, even DSS (Department of Social Services) because of their deplorable, perilous and toxic situation resulting from the intentional illegal dumping; and these departments are intentionally trying to burn out the statutes. Adams' are told to "*Get a lawyer*" but have found it impossible to get a lawyer in these "toxic" situations, as authenticated documents will show. Adams' faith in the system has been crushed.

9. In fact, the "bacterial colony" growing from the thousands of yards of "contaminated fill" is upgradient 98 feet from the Adams' drinking water source of seven years, and is a *100% contributing factor* to the weakening of the immune system, resulting in infectious diseases and permanent bodily injury of a child (Crohn's Disease) and premature death. The Adams' fought extensively for years to extend the town water main, and the home is now hooked into the town water system.

10. The Adams' hired the Law Offices of Robert H. D'Auria P.C. in Bedford, MA, for legal representation in connection with the Title V Septic Installation. A negligence/personal injury lawsuit was filed on September 25, 2001 Civil Docket #WOCV2001-01989 (*Adams et. al. v Price et. al.*) in Worcester Superior Court in Worcester County. The case was filed on a Fast Track due to the unhealthy situation, and was scheduled to be disposed of by November 19, 2002; against multiple defendants including Wesley G. Price & Phyllis L. Price (sellers), Steven J. Whitman individually and Whitman & Bingham Inc. (septic system design engineer), and Kevin A. Lashua individually and Bill's Sewer Service Inc. (septic system installer). The Adams' hired attorneys in an attempt to remedy the unhealthy situation as quickly as possible, but were legally led astray and also led astray on

"toxic" health matters. Attorney D'Auria's actions prove that he protected the Defendant Kevin Lashua/Bill's Sewer Service Inc.'s interests; and records will show he benefitted by protecting his own financial interests and not the Adams'.

11. While under the advisement of Attorney D'Auria, the Adams' then learned that their drinking well water had become contaminated with MTBEs, one of the many components in gasoline, and a likely carcinogen. The Adams' were shocked to discover that state and local officials had required testing of their drinking well water -- years before they purchased the property -- but this information was concealed by the same officials who had a duty to protect the public health, and instead allowed the Adams' and their young daughters years of toxic exposure without warning. Adams' are still being exposed to the bacteria-ridden "contaminated fill" in their toxic Title V septic system, experiencing nauseating odors and damaging drainage issues that are impossible to fix without removing the septic system. In other words, there's no more beauty, instead Adams' are constantly fighting to protect themselves from "the beast".

12. While under the advisement of Attorney D'Auria, and experiencing well-founded toxic fear and financial distress, the Adams' were referred by Attorney Coursey at the D'Auria law firm to an Option One Mortgage Corporation broker to refinance their mortgage at a much higher rate, with false promises of a Jury Trial to resolve the septic system issues and plans to refinance within a 2 year period, before the monthly payments went sky-high.

13. Adams' were then pressured and badgered by the attorneys into a settlement agreement with Defendant Kevin Lashua/Bill's Sewer Service Inc. (*Adams et al. v Price et al.*). As part of that settlement the Defendant agreed to remove 45 ten-wheel 22-yard truckloads of the "contaminated fill". Adams' were assured by the attorneys that the settlement was iron-clad. Thereafter, the Defendant refused to fulfill his obligations, and the attorneys refused to take legal action to enforce the agreement, and as a result the "*bacterial colony*" remains; thousands of yards of "contaminated fill" several feet from the house.

14. Adams' then "Null and Void" their mortgage due to the lack of disclosures pertaining to the safe occupancy of the home and ongoing previous contamination issues not disclosed to them prior to their purchase as first-time homebuyers. The Adams' mortgage documents were missing disclosures required by Federal Toxic Tort Law, and it is an unfair or deceptive act or practice for a mortgage broker or lender to conceal or to fail to disclose to a borrower any fact relating to the loan transaction, disclosure of which may have influenced the borrower not to enter into the transaction. The critical exposure pathway of groundwater contamination leading to the Adams' drinking water well from the Boutwell's Garage disposal site had already been established, and town officials were fully informed of the Imminent Hazard years prior to the Adams' purchase, as authenticated MassDEP records will show. Disclosure of this information would have significantly altered the course of the Adams' life and their decision to purchase the property. The Adams' would *NEVER* have chosen to put their family and young daughters at risk or in any type of harm's way. The Adams' unknowingly consumed contaminated drinking well water and have been maliciously exposed to hazardous "contaminated fill" for years.

This risky exposure has been a 100% contributing factor to the Adams' daughter's bacterial disease, Crohn's Disease, and unknown future effects on the family's health. The Adams' were entitled to know the extent of possible exposure to these toxins and chemicals, and now suffer the health related problems associated with that exposure. The fact is the "contaminated fill" was hauled in from an unpermitted 10-acre property located on Ashburnham Assessor's Map 21 Parcel 40C, commonly known as "Kevin's Pit". The Assessor's records show that this property, however, does not belong to Kevin Lashua, as it has been listed as a tax-exempt municipal property for decades. Authenticated records and supporting documentation, satellite photos, and MassDEP on-site inspections will show that this property is labeled a Brownfield site and state and local officials had extensive knowledge of this all along. In other words, the "contaminated fill" came from an illegal pit which continues to be operated and managed by a town official, Kevin Lashua.

15. As one of the largest subprime lenders in the nation, Option One Mortgage Corporation knew or should have known:
 - a) about the previously reported release of hazardous substances at the abutting Boutwell's Garage Citgo station, and the fact that the Adams' drinking well water was required by MassDEP to be tested prior to the Adams' purchase of the property due to high levels of Benzene and MTBE in neighboring wells;
 - b) that the stigma of the Adams' property location, abutting a "21E" hazardous disposal site, would negatively affect the value of the property;

- c) the fact is that there were no occupancy certificates for the Adams' home, and that both the Price's (seller) and the Adams' Option One Mortgage Corporation loans required the borrowers to occupy the property as a primary residence;
- d) the required coliform bacteria and potability water testing results were not in the loan documents, because these tests were never done;
- e) that the foregoing facts related to the hazards posed are not the sort of facts which a first-time homebuyer could ordinarily discover, and that these risks would negatively affect the value and safe occupancy of the home;
- f) that the Adams' were highly likely to experience chronic toxicity due to long-term exposure during the span of a 30-year residential loan mortgage contract;
- g) that a first-time homebuyer could not adequately protect themselves against chronic toxic exposure in the absence of sufficient warnings.

16. Adams' then contacted the Attorney General and the District Attorney, and numerous federal, state, and local law enforcement officials; providing them with loads of authenticated supporting documentation to prove their claims. Instead, the Adams' became even more victimized by the very same system that was set up to protect them. As a result, the family has endured years of harassment, intimidation, stalking, Internet threats, malicious prosecution, threatened with years in jail, become a target for political retribution, conspiracy and fraud. The Adams' have carefully documented this decade-long behavioral pattern of public officials conspiring to conceal these crimes from a Court of Law.

17. The fraud continues with the Adams', as these conglomerate mortgage corporations threaten the family with foreclosure and continue to file illegal documents in the Worcester Northern District Registry of Deeds.

To quote Worcester Superior Court Judge James R. Lemire as he asked Attorney Ranieri of Korde & Associates P.C. representing Option One Mortgage Corporation (*Adams et. al. v Option One Mortgage Corporation, #WOCV2006-01922C*) at the February 9, 2007 hearing:

"Who's trying to steal the land?"

18. Throughout the "ping-pong" of mortgage companies, it is unclear to the Adams' *exactly who* they should be contacting to come to a final resolution of their mortgage dilemma. In fact, at the August 26, 2008 federal court hearing before Honorable U.S. District Judge Rya W. Zobel, before the hearing, the Adams' 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. All these attorneys refused to accept or even acknowledge the Adams' filings, stating "We have nothing to do with your case; we suggest you get a lawyer." In fact, documentation and Court filings will show that the Adams' have contacted over a hundred Massachusetts Attorneys, lawyers at the Attorney General's Office and District Attorney's Office, as well as the American Civil Liberties Union, in an attempt to resolve their serious life-threatening issues. As a result, Adams' now appear before Your Honor, Pro-Se, against our will.

19. Adams' have meticulously documented their years of attempting to contact Option One Mortgage Corporation, and getting the runaround worldwide -- from California -- to Florida -- to India, questioning *exactly who* they should

be working with, and getting nowhere. Adams' have requested from the Defendants a disclosure of all transactions affecting their mortgage contract, but Adams' have not received a copy of the "alleged assignment" of their mortgage or servicing of the loan to Wells Fargo Bank N.A. or to AH Mortgage Acquisition Company [Inc.] d/b/a American Home Mortgage Servicing Inc., and the attorneys refuse any communication with the Adams' at this time.

20. Even after receiving notice that their "Null & Void" mortgage debt collection was being pursued by Korde & Associates P.C., additional violations of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. §§ 1692-1692p, continued from Option One Mortgage Corporation, including alarming phone calls from their undisclosed India office informing the Adams' of a foreclosure sale of their home that was scheduled for October 16, 2006.

21. The Adams' then discovered the 77-pg purchase agreement for approximately \$1.1 Billion between Option One Mortgage Corporation and AH Mortgage Acquisition Company Inc., the mortgage loan servicing arm of WL Ross & Co. LLC., and on March 26, 2008, the Adams' filed an emergency ex-parte motion in Land Court to halt the sale until Adams' foreclosure matter was resolved. That motion was denied by Judge Charles W. Trombly, Jr., who ruled that "Their [Adams'] issues concerning toxic waste are not within the jurisdiction of this court..." and regarding the frivolous foreclosure filing (#327829) by Korde & Associates P.C. who knew Option One Mortgage Corporation was the only mortgage filed at the Registry of Deeds, and not Wells Fargo Bank N.A., for the Adams' property at that time; Judge Trombly ruled, "The case is still pending."

**THE TRUE NATURE OF THE ADAMS' ISSUES
PUTS THE ADAMS' IN A UNIQUE SITUATION**

22. Adams' ongoing conflicts with the brotherhood of civil attorneys, and the Attorney General's role as legal representative of the same state and local officials who have ongoing legal conflicts with the Adams', make it impossible for the Attorney General's office to provide a fair and impartial representation on behalf of the Adams' as one of the Massachusetts consumers injured by the Defendants described in Part 3 of the original action.
23. Adams' are unclear if they are one of the 382 devastating foreclosures filed in 2006 as described in Part 10 of the original action. Adams' have received unwarranted threats of foreclosure and continue to face imminent foreclosure as described in Part 15 of the original action.
24. It is uncertain if the Adams' mortgage with Option One Mortgage Corporation is one of the loans purchased by AH Mortgage Acquisition Company [Inc.] d/b/a American Home Mortgage Servicing, Inc., as described in Parts 17 and 18 of the original action.
25. Adams' are U.S. Citizens and are Massachusetts homeowners and residents as described in Part 19 of the original action.
26. Part 153 of the original action clearly emphasizes the tactics of Option One Mortgage Corporation using loan "assignees" as a procedural hurdle for borrowers facing foreclosure, as the Adams' have endured since the frivolous August 11, 2006 Land Court filing (#327829) by Korde & Associates P.C. on behalf of Wells Fargo Bank N.A., which is still pending.

27. Part 133 of the original action states that most of the loans were sold or securitized, and it is unclear if this is the case with the Adams' "Null & Void" loan.
28. Part 137 of the original action describes Option One Mortgage Corporation's communication failures, including (c) providing customer service telephone numbers which do not provide access to a live operator or other reasonable assistance. In fact, the Adams' have experienced years of this same behavior in their attempts to contact Option One Mortgage Corporation, and in their attempts to contact the Attorney General's Office. In fact, the Adams' phone log records indicate they attempted to contact the Massachusetts Attorney General's office *64 times* in a one-year period -- that's more than a phone call every week -- from August 2007 to August 2008, and Adams' received little or no response from the Attorney General's office during that time period.
29. In response to all the authenticated documentation proving above and beyond a reasonable doubt a well-established pattern of clear criminal activity engaged in and concealed by state and local public officials, which the Adams' have continued to bring forthwith to the attention of the Attorney General's office, the Adams' have received

Six 1-page letters:

- a) February 8, 2006 letter from Assistant Attorney General John A. Grossman, Chief, Corruption, Fraud & Computer Crime Division
"...our limitations on our resources, preclude us from fully investigating and prosecuting all allegations of criminal conduct that are brought to our attention."

- b) March 2, 2006 letter from Attorney General's Nora J. Chorover stating
"..we do not plan to take additional action at this time."
- c) March 6, 2006 letter from Malisa Brown, Director of Intergovernmental Affairs, addressed to State Senator Stephen M. Brewer on behalf of the Adams' "...I do not believe there is a role the Attorney General's office has in this matter at this time."
- d) May 17, 2006 letter from Assistant Attorney General Paul J. Malloy, Chief, Environmental Crimes Strike Force, using the same "canned letter" statement "...our limitations on our resources, preclude us from fully investigating and prosecuting all allegations of criminal conduct that are brought to our attention" and "As you know, two police officers have already expended a considerable amount of time reviewing documents, meeting with you at your home, and in telephone conversations. Please be advised that the Criminal Bureau is not going to further investigate your complaint at this time."
- e) October 10, 2007 letter from Assistant Attorney General Marcy Jackson, Deputy Chief, Criminal Bureau, "Please be advised that the Criminal Bureau is not going to further review or take action on your inquiry or complaint at this time. If you wish to pursue this matter, I suggest that you continue to work with town officials to address this matter."
- f) July 25, 2008 letter from Assistant Attorney General Andrew Rainer, Chief, Environmental Crimes Strike Force, stating that they "...must use discretion in determining the order of priority of the matters we investigate. I'm sorry that this office cannot be of further assistance."

30. The Adams' had an inherent Legal and Moral right to know about hazardous substances to which they may be exposed, pursuant to the Community Right-to-Know Act and pursuant to M.G.L. c. 111F § 2 the commissioner of DEP and the municipal coordinator of Ashburnham is responsible for actions relating to M.G.L. c. 111F § 18 endangerment of public health or safety due to toxic or hazardous substances, and pursuant to M.G.L. c. 265 §13L it is illegal to wantonly or recklessly engage in conduct that creates a substantial risk of serious bodily injury to a child, in the Adams' case Crohn's Disease, or to wantonly or recklessly fail to take reasonable steps to alleviate such risk where there is a duty to act.

31. The fact is, Option One Mortgage Corporation's wholesale mortgage broker, Chuck Hirbour, had been referred to the Adams' by counsel representing them for the contaminated septic system, so certainly Option One Mortgage Corporation knew or should have known that the Adams' had already experienced chronic, long-term toxic exposure to hazardous "contaminated fill" and a multitude of unknown unhealthy contaminants that lead to multiple health issues; and that the Adams' had unknowingly consumed gasoline-contaminated drinking well water for years; a 100% contributing factor resulting in illness and financial devastation, severely impacting the Adams' ability to pay the mortgage as we fell into the "flipping trap".

32. Option One Mortgage Corporation chose to engage in "Toxic Predatory Lending Practices", knowing the foreseeable risks which would directly affect the value and safe occupancy of the property; and that the stigma of the Adams' property location, abutting a "21E" hazardous disposal site, would negatively affect the value of the property. The foreseeable result is

clear: physical, emotional, and financial devastation for the unsuspecting first-time homebuyer and an obscene windfall of profit for the Toxic Predatory Lenders, brokers, and attorneys who continue the cycle without regard for their client's health and safety.

33. Rather than being "protected" by Legal Counsel, law enforcement, political officials, and the Court system, the Adams' continue to be "Victimized" by the same individuals in positions of power having the duty to protect them.

34. The Adams' bought their first home, *the American Dream*, with faithful intentions of improving the quality of life for their family. They did not agree to be put into a perilous and deplorable situation, like guinea pigs, exposed unknowingly to man-made environmental contamination and abused by toxic predatory lending tactics and unfair business practices. In fact, the thousands of yards of "contaminated fill" is still in the Adams' property, just a few feet from the home. State and local officials have stated that if the Adams' remove the "contaminated fill" from their property they will be subject to arrest. The Adams' were actually told by Attorney Joseph P. Lussier of Worcester, MA, that if they remove the "contaminated fill" from their property, they would be subject to charges carrying *"life in prison"*. Adams' question why isn't the individual responsible for depositing this hazardous material and "contaminated fill" onto their property, Kevin Lashua/Bill's Sewer Service Inc., serving time in prison?

35. Adams' wish to make this Court aware that it is unclear exactly who is the bona-fide contact person holding legal power of attorney with the authority to act and make decisions on behalf of Attorney General Martha Coakley

herself. It is unclear if Ms. Coakley has been made aware of the Adams' claims or if this information has been concealed from her, as there is a clear pattern of selective enforcement here.

36. The Attorney General's office has sent the Adams' letters stating that limitations on their resources preclude them from fully prosecuting cases; yet the Commonwealth appears to be fully funded in their criminal prosecution efforts against the Adams'?

37. More particularly, who can the Adams' meet with to engage in a meaningful discussion of what steps may be taken to finally resolve their outstanding "contaminated fill" environmental issues, and ongoing RICO violations.

38. Adams' wish to make this Court aware of two pending Court cases which the Adams' are party to. These cases are directly related to this case because the subject matter involves the Adams' residential property and questionable mortgage loan documents and filings between the Adams' and the Defendants in this action:
 - a) Servicemembers Civil Relief Act Foreclosure Complaint #327829 filed August 11, 2006 in Land Court by Korde & Associates P.C. representing Wells Fargo Bank, N.A., as Trustee for Pooling and Servicing Agreement Option One Mortgage Loan Trust 2004-1 Asset-Backed Certificates, Series 2004-1. The complaint stated that Wells Fargo Bank N.A. was the present holder of the Adams' mortgage to Option One Mortgage Corporation dated October 31, 2003, but Registry of Deeds filings clearly show that Option One Mortgage Corporation was the only mortgagee,

making this complaint a frivolous filing. The Adams' are Defendants in this case which, according to Judge Trombly's April 9, 2008 ruling, is still pending.

b) Adams' are Plaintiffs in the negligence/personal injury civil action case in Worcester Superior Court (*Adams et. al. v Price et. al.*, #WOCV2001-1989B). Adams' filed Notice of Appeal with the Clerk of Worcester Superior Court on April 10, 2008. Many of Adams' requests to receive copies of trial transcripts taken by numerous Court stenographers in that case have been ignored and Adams' have been financially crushed by the events of the past 9 years. During the Bench Trial, Judge John T. Lu stated on record that he would not be inclined to allow Option One Mortgage Corporation to become a party to the lawsuit, and Judge Lu also mentioned that his family deals in real estate.

39. On January 16, 2008, Adams' petitioned Judge Lu to review the status of their complaints brought to the District Attorney's Office of Joseph D. Early Jr., to issue a prevention order protection from abuse and fear of serious bodily injury, to issue a cease and desist malicious prosecution order, and the right to be heard in an Open Court Hearing with all 55 state and local officials and individuals named in the petition to be present. Judge Lu's ruling nearly 3 months later stated that "...the Court's action on 01/16/2008...is as follows: MOTION (P#89) The plaintiffs [the Adams'] must file separate actions to seek most of the relief sought in this petition. The Court is not an all powerful figure authorized to resolve all disputes that the Adams may have. NO ACTION. (Lu, J) Notices mailed 4/8/08."

40. In fact, during the trial (*Adams et. al. v Price et. al.*), Kevin Lashua/Bill's Sewer Service Inc., and his legal counsel, John B. Racicot, ignored Judge John T. Lu's Order to appear for an August 9, 2006 settlement conference, and again no sanctions. The Adams' find it interesting that the Option One Mortgage Corporation Borrower's Assistance Team sent a letter dated August 9, 2006 requesting the Adams' to complete a financial analysis for loss mitigation. The Adams' find it particularly interesting that August 9, 2006 is the exact same date Attorney James E. O'Connell III of Korde & Associates P.C. sent them notification of intent to foreclose.

IN CLOSING

41. Adams' deserve the right to be heard in a fair and unbiased Court having competent jurisdiction of the cause and of the person, as a matter of law; and Adams' bring this Honorable Court's attention to the fact that their claims are clearly within the subject matter of this case and are neither insubstantial nor frivolous. Adams' deserve to be heard in a Court possessing the ability, competency and knowledge to fairly judge the numerous complex issues described in this complaint and the accompanying "Timeline of Events" and Affidavit, and rulings from an inferior Court should be set aside as a matter of law.

42. This Court has a duty to accept the Adams' filings and authenticated documentation. To ignore this complaint would be an intentionally Evil decision, for the issues described in this complaint involve contaminated material that causes bodily injuries and death, and the

intentional concealment of these issues has been the means for the Defendants' successful and continuous "Toxic Predatory Lending Practices". The foreseeable result is clear: physical, emotional, and financial devastation for the unsuspecting first-time homebuyer like the Adams', and an obscene windfall of profit for the Toxic Predatory Lenders, brokers, and attorneys who continue the cycle without regard for their client's health and safety.

43. Over 35+ Massachusetts Attorneys have knowledge of the issues and facts presented in this complaint and the accompanying "Timeline of Events" and Affidavit, and many of these lawyer's names and signatures appear on these documents.
44. Over 20+ professional engineers, state and local officials were subpoenaed by the "Pro-Se" Adams' to testify at the Trial (*Adams et. al. v Price et. al.*), and these individuals are licensed by the Commonwealth of Massachusetts, creating numerous conflicts of interest with the Adams'.
45. Over 144+ exhibits and under oath testimony in the course of the trial (*Adams et. al. v Price et. al.*) proved, above and beyond a reasonable doubt, the Adams' suffered property damage and have been intentionally exposed to the "contaminated fill", and these illegal acts were allowed by state and local officials. Judge John T. Lu chose to take "No Action" and ignored these crimes, further victimizing the Adams' who have now lost a great deal of their confidence in the judiciary at this time.
46. Over 22+ public officials, state lawmakers, accountants and attorneys' names appear on the illegal gambling pool reported to the authorities by

the Adams' and this was clearly declared a crime by the Attorney General's Office as the original police report, Incident #06-20-OF Call #06-420 shows with the status "Incident Open". Adams' find it particularly interesting that the names "Kevin Lashua" and "Vee and Kevin" appear on the illegal gambling pool, and that Kevin Lashua's wife is known as Vee (Virginia) Lashua. During the March 11, 2008 hearing Judge Arthur F. Haley recused himself due to conflict of interest, because his accountant's name was listed in the Adams' documents. In fact, the Adams' contacted the Attorney General's Office, the District Attorney's Office of Joseph D. Early Jr. and other law enforcement officials, and delivered in-hand authenticated documentation of these crimes, prior to the Trial for Larceny of Town Water (Commonwealth v Terri Adams #0770CR000557 and Commonwealth v Wayne Adams #0770CR000558), to bring their attention to these conflicts, but these officials chose not to intervene and allowed the Adams' to suffer 1-1/2 years with the fear of being imprisoned for one year for crimes they did not commit.

47. Since bringing their concerns to the authorities, there have been over 6+ Massachusetts District Attorneys who have prosecuted the Adams' for criminal acts based on hearsay, and after enduring years of undue stress, time, and expense, the Adams' have been found not guilty.
48. The "contaminated fill" remains, several feet from the Adams' home. All the forensics are still there, and the Adams' do not intend to stop fighting for justice and the health and safety of their family.

MULTIPLE PARTIES

49. Plaintiff-interveners, Wayne Adams and Terri Adams, are a husband and wife residing at 57 Fitchburg Road, Ashburnham, Massachusetts, and appear before Your Honor Pro-Se, against their will.

50. Plaintiffs is the Commonwealth of Massachusetts, by and through its Attorney General Martha Coakley, who brings this action in the public interest.

51. Defendant H&R Block, Inc., is a Missouri corporation with a principal place of business at 1 H&R Block Way, Kansas City, MO 64105; the parent corporation of Defendants Option One Mortgage Corporation, Block Financial Corporation, H&R Block Mortgage Corporation.

52. Defendant Option One Mortgage Corporation is a California corporation with a principal place of business at 3 Ada, Irvine, CA 92618. At all times relevant hereto, Option One Mortgage Corporation, the subprime mortgage origination and servicing arm of H&R Block, Inc., was subject to the authority, direction, and control of the Board of Directors and Chief Executive Officers of H&R Block, Inc.

53. Defendant Block Financial Corporation is a Missouri corporation with a principal place of business at 1 H&R Block Way, Kansas City, MO 64105, and Block Financial Corporation guaranteed the debt issued by Option One Mortgage Corporation.

54. Defendant H&R Block Mortgage Corporation, is a California corporation with a principal place of business at 6561 Irvine Center Drive, Irvine, CA 92616.

55. Defendant AH Mortgage Acquisition Company [Inc.] d/b/a American Home Mortgage Servicing, Inc. is a corporation with a principal place of business at 4600 Regent Boulevard, Ste. 200, Irving, TX, 75063, and is the mortgage loan servicing arm of WL Ross & Co. LLC in New York.

Plaintiff-interveners are entitled to relief from Defendants under the above facts and the detailed information in the enclosed "Timeline of Events" and accompanying Affidavit. Adams' state that they have suffered injuries and harm occurred as a result of Defendant's acts, including:

COUNT I

Unfair or Deceptive Acts or Practices in Violation of M.G.L. c. 93A

56. Plaintiff-interveners, the Adams', reallege and reaffirm each and every allegation set forth in all preceding paragraphs as if fully restated herein.

57. Option One Mortgage Corporation allowed Korde & Associates P.C. to file a knowingly fraudulent Land Court filing, in violation of M.G.L. c. 93A, and in violation of other laws including Section 601 of the Servicemembers Civil Relief Act (SCRA) which precludes using the act as a sword (and not a shield) for inappropriate use of the act to delay proceedings, such as the use

of the act to avoid or attempt to negate contracts; in an effort to unduly punish and further victimize the Adams':

- a) knowing that Option One Mortgage Corporation had not notified the Adams' that their mortgage had been assigned to Wells Fargo Bank N.A. at the time of filing the complaint;
- b) knowing that Wells Fargo Bank N.A. had no standing and that Option One Mortgage Corporation was the only mortgagee filed at the Registry of Deeds, and not Wells Fargo Bank N.A., for the Adams' 57 Fitchburg Road Ashburnham, MA, property at that time;
- c) knowing that this was a frivolous filing because the Adams' had "Null & Void" their mortgage 1-1/2 years prior, due to incomplete contracts and documentation required by Federal and state laws, including RESPA and Federal Toxic Tort Laws requiring disclosure, and these laws were ignored by the Defendants' intentional "Toxic Predatory Lending Practices" ;
- d) knowing that the Adams' had just started in a trial before Judge John T. Lu (*Adams et. al. v Price et. al.*), forced to represent themselves as Pro-Se Plaintiffs against their will, and had subpoenaed numerous witnesses including Chuck Hirbour, the Option One Mortgage Corporation Broker; and that the Adams' are not experienced trial attorneys and were actively participating in the trial at the time of the foreclosure filing.

58. The Defendants Option One Mortgage Corporation's unfair and deceptive conduct in violation of M.G.L. c. 93A includes, without limitation, intentionally concealing the fact that the Adams' would be required to

contact Option One Mortgage Corporation in a foreign country with an undisclosed location somewhere in India.

59. The Option One Mortgage Corporation broker, Chuck Hirbour, never explained to the Adams' that their mortgage contract was being sold off in a "mortgage pool" of unknown investors, and it is an unfair and deceptive act or practice for a mortgage broker or lender to conceal or to fail to disclose to a borrower any fact relating to the loan transaction, disclosure of which may have influenced the borrower not to enter into the transaction, and this conduct is in violation of M.G.L. c. 93A.

60. The Defendants Option One Mortgage Corporation's unfair and deceptive conduct in violation of M.G.L. c. 93A includes failure to disclose pre-existing environmental contamination issues which, over a 30-year contract, Defendants knew or should have known that the Adams' were likely to experience chronic toxicity due to long-term exposure; likely result in devastating illness, followed by crushing financial burden, and an inability to repay the loan, and it is an unfair and deceptive act or practice for a mortgage broker or lender to conceal or to fail to disclose to a borrower any fact relating to the loan transaction, disclosure of which may have influenced the borrower not to enter into the transaction.

61. As a result of the Defendants Option One Mortgage Corporation acting under the authority, direction, and control of the Board of Directors and Chief Executive Officers of Defendants H&R Block, Inc. acts described above, Adams' have suffered injuries.

COUNT II

Intentional Infliction of Emotional Distress

62. Plaintiff-interveners, the Adams', reallege and reaffirm each and every allegation set forth in all preceding paragraphs as if fully restated herein.

63. The frivolous foreclosure complaint in Land Court regarding the Adams' Option One Mortgage Corporation mortgage loan has been pending since August 11, 2006. As a result, every day the Adams' live with the fear of a Sheriff coming to evict them, and this has been ongoing for over 2 years.

64. Even after the frivolous foreclosure complaint in Land Court, Adams' continued to receive numerous alarming phone calls directly from Option One Mortgage Corporation when Adams' were led to believe the company was being represented by Korde & Associates P.C. One of the calls came from a concealed "India" office informing the Adams' of an upcoming foreclosure sale of their home which had been already scheduled for October 16, 2006, causing the Adams' to experience severe distress while trying to represent themselves in Court for the septic system lawsuit, and worrying that meanwhile they might become homeless.

65. The Defendants Option One Mortgage Corporation acted intentionally and recklessly, knowing that the Adams' were highly likely to experience chronic toxicity due to long-term exposure during the span of a 30-year residential loan mortgage contract, and that as first-time homebuyers the Adams' could not adequately protect themselves against chronic toxic exposure in the absence of sufficient warnings.

66. As a result of the Defendants Option One Mortgage Corporation acting under the authority, direction, and control of the Board of Directors and Chief Executive Officers of Defendants H&R Block, Inc. acts described above, Adams' have suffered injuries including severe emotional distress and mental anguish; and Adams' continue to suffer injuries and financial devastation from these ongoing acts, and these Defendants knew or should have known that their acts would cause such injuries.

COUNT III

Gross Negligence and Intentional "Toxic Predatory Lending Practices"

67. Plaintiff-interveners, the Adams', reallege and reaffirm each and every allegation set forth in all preceding paragraphs as if fully restated herein.
68. As one of the largest subprime lenders in the nation, Option One Mortgage Corporation knew or should have known the following facts would have rendered the home at 57 Fitchburg Road, Ashburnham, MA illegal to inhabit:
- a) the previously reported sky-high levels of Benzene and MTBE at the abutting Boutwell's Garage Citgo Station, and the required testing to establish the extent of contamination in the drinking well water in the area. These test results were not in the Adams' loan documents because the tests were never done;
 - b) occupancy as a primary residence was required for both the Price's (seller) and the Adams' occupancy loans with Option One Mortgage Corporation. The occupancy certificate was not in the Adams' loan documents because no occupancy certificate ever existed for the property;

c) the required coliform bacteria and potability water testing results were not in the Adams' loan documents, because the tests were never done;

69. By failing to verify the proper documentation was in place to secure the mortgage loan, Option One Mortgage Corporation breached their duty to protect the insurable interest in the mortgaged property. By means of these "Toxic Predatory Lending Practices", Option One Mortgage Corporation breached their duty to protect their partner, the Adams', from the foreseeable risks which would directly affect the value and safe occupancy of the property; and that the stigma of the Adams' property location, abutting a "21E" hazardous disposal site, would negatively affect the value of the property. The uniform rule is that both the mortgagor and mortgagee have an insurable interest in the mortgaged property.
70. Option One Mortgage Corporation knew or should have known disclosure of this information would have significantly altered the course of the Adams' life and their decision to purchase the property, as the Adams' would *NEVER* have chosen to put their family and young children at risk, consuming contaminated drinking well water and being maliciously exposed to unknown hazardous "contaminated fill", a 100% contributing factor to their daughter's bacterial disease, Crohn's Disease, and unknown future effects on the health of their family. As an experienced lender with a prior occupancy loan (the mortgage given to Prices, the seller) previously given on this same property, Option One Mortgage Corporation knew or should have known that these risks would directly affect the value and safe occupancy of the property.

71. Defendants Option One Mortgage Corporation knew or should have known that the foregoing facts relating to the hazards posed are not the sort of facts which a first-time homebuyer could ordinarily discover; and that a first-time homebuyer, as in the Adams' case, would not be able to adequately protect themselves against these hazards in the absence of sufficient warnings.

72. Defendants Option One Mortgage Corporation's intentional "Toxic Predatory Lending Practices" in granting the Adams' residential real-estate mortgage were based upon the predictable harm inherent in the Adams' long-term exposure to dangerous environmental toxins. Adams' were highly likely to experience chronic toxicity due to long-term exposure during the span of a 30-year residential loan mortgage contract. Defendants Option One Mortgage Corporation knew or should have known that these risks would likely result in devastating illness, followed by crushing financial burden, and an inability for Adams' to repay the loan. As a result, the "Toxic Predatory Lending Practices" would likely have continued on with the "flipping" of the toxic mortgage to another unsuspecting first-time homebuyer fulfilling their American dream of homeownership.

73. The Adams' have spent over *9 YEARS* actively trying to remedy these contamination issues themselves, without the help of their "partner" in ownership of the property, the mortgagee. Defendants Option One Mortgage Corporation should not be allowed to reap the benefit of over a half-million dollars (\$500,000+) of interest on a contaminated property, and gain unjust enrichment and windfall profits at the expense of the Adams' time and at the expense of the health of the Adams' children.

74. Defendants Option One Mortgage Corporation's actions, above described, have caused damage to Adams' children's health and their property, and continue to cause damage to Adams' property and the future health risks are at this time unknown; and these actions have unreasonably interfered with the use, benefit and enjoyment of Adams' property.
75. As a result of the Defendants Option One Mortgage Corporation acting under the authority, direction, and control of the Board of Directors and Chief Executive Officers of Defendants H&R Block, Inc. acts described above, Adams' have suffered injuries, and as a direct result of their above-described failure to warn, Adams' have suffered tremendously and continue to suffer injuries from these ongoing acts.

RELIEF SOUGHT

WHEREFORE, Plaintiff-interveners, Wayne Adams and Terri Adams, pray this Honorable Court issue judgment against the Defendants for damages and costs, and pray this Court allows the following relief:

1. The right to intervene, appear, and participate fully in a Trial by Jury on all of the triable issues of this complaint, including the right to appear and participate in all hearings, depositions, and conferences; the right to reasonable ongoing contact with the parties; the opportunity to engage in a meaningful discussion of the legal issues brought forthwith in this motion, the right to inspect and copy all discovery materials and, most importantly, the right to be treated with *dignity and respect*.

2. Issue an Order to Compel the Attorney General to thoroughly investigate all public officials, government employees, and individuals involved with the issues brought forthwith in this complaint.

3. Issue an Order to Compel the Attorney General to prosecute to the fullest extent of the law any individuals determined to have committed unlawful acts, within the scope of her authority, concerning the issues brought forthwith in this complaint. The authenticated evidence of serious illegal and criminal acts is overwhelming; above and beyond a reasonable doubt, including but not limited to: illegal dumping, gaming law violations, Internet threats, intimidation of witnesses, wanton behavior creating a serious risk to bodily injury to a child, perjury, aiding and abetting, conspiring to conceal these crimes, obstruction of justice, and gross professional misconduct. The lack of enforcement, allowing and overlooking these continuing illegal acts, is the major contributing factor leading to the Defendants' successful "Toxic Predatory Lending Practices" as described in this complaint.

4. Consolidate the Land Court (#327829) and Worcester Superior Court (Adams et. al. v Price et. al., #WOCV2001-1989B) actions, as it would run contrary to the rational and economical administration of justice for this Court to retain jurisdiction over this claim and ignore the remaining problematic lawsuits leading to the victimization of the Adams'; and the subject matter of these two actions involves residential property in Massachusetts and the "Toxic Predatory Lending Practices" of the Defendants, as described in this complaint.

5. Issue a short Order to Compel the Defendants to render an accurate and fully detailed accounting of all transactions and documentation involving the Adams' mortgage, including transfers and assignments of the loan, servicing agreements and mortgage pools, any and all documentation regarding 57 Fitchburg Road, Ashburnham, MA.

6. After a trial on the merits, issue judgment against the Defendants for damages and costs, and Order relief under M.G.L. c. 93A and other applicable statutes, including restitution, actual and punitive damages for their intentional "Toxic Predatory Lending Practices" used in granting the Adams' residential real-estate mortgage, based upon the predictable harm inherent in the Adams' long-term exposure to dangerous environmental toxins which would likely result in devastating illness, followed by crushing financial burden and an inability to repay the loan.

7. After a trial on the merits, issue judgment against the Defendants for damages and costs, and Order relief under M.G.L. c. 93A and other applicable statutes, including restitution, actual and punitive damages for their intentional and fraudulent Land Court filing in violation of Section 601 of the Servicemembers Civil Relief Act (SCRA), which precludes using the act as a sword (and not a shield) for inappropriate use of the act to delay proceedings, such as the use of the act to avoid or attempt to negate contracts; in an effort to unduly punish the Adams' and further victimize the family; knowing that Wells Fargo Bank N.A. had no standing, and knowing that Option One Mortgage Corporation had not assigned the Adams' mortgage to Wells Fargo Bank N.A., and knowing that the Adams' had "Null & Void" their mortgage 1-1/2 years prior.

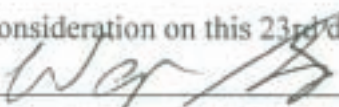
8. After a trial on the merits, issue judgment against the Defendants for damages and costs, and Order relief under M.G.L. c. 93A and other applicable statutes, including restitution, actual and punitive damages for their intentional acts of filing fraudulent documents in the Worcester Northern District Registry of Deeds; an August 2006 Assignment of Mortgage from Option One Mortgage Corporation to Wells Fargo Bank N.A. in April 2008; in an attempt to conceal their illegal acts and retroactively validate their fraudulent foreclosure filing in Land Court, which is still pending.
9. After a trial on the merits, issue judgment against the Defendants for damages and costs, and Order relief under M.G.L. c. 93A and other applicable statutes, and issue an Order to instruct the Worcester Northern District Registry of Deeds to correct the fraudulent documents filed relating to issues brought forthwith in this complaint, or grant any other relief as this Honorable Court may consider proper.
10. After a trial on the merits, issue judgment against the Defendants for damages and costs, and Order relief under M.G.L. c. 93A and other applicable statutes, and issue an Order for the return of clear title to 57 Fitchburg Road, Ashburnham, MA to Wayne and Terri Adams, and instruct the Worcester Northern District Registry of Deeds to indicate the discharge of the "Null & Void" mortgagee, or grant any other relief as this Honorable Court may consider proper.
11. Such other relief as this Honorable Court deems just and proper, and in the interest of justices, as this is a unique case; treading through unchartered waters and avenues of law.

Plaintiff-Intervenors, the Adams', challenge Your Honor to re-establish their faith in the judicial system. This family deserves to be made whole again, and the American justice system can no longer take the position of "No Action" keeping this family lingering "On Hold Indefinitely". The Adams' have, in fact, been irreparably injured, and are entitled to be put into the position they were in before the tort, but unfortunately the Adams' have now suffered over 9 years, and their daughter is stricken with a permanent, incurable and debilitating illness, Crohn's Disease, and exposure to these environmental toxins is a 100% contributing factor to this bacterial disease, therefore it is no longer humanly possible to put the Adams' back into the position they were in before. This family deserves the right to live freely, without toxic fear, free from *Evil* intent.

Plaintiff-intervenors, the Adams', with all due respect humbly present this motion to Your Honor and this Honorable Court, Pro-Se against their will, and respectfully urge that this motion be granted in its entirety; and appreciate Your Honor's full consideration, on behalf of themselves and most notably on behalf of their two innocent daughters who have suffered tremendously and will be forced to carry these scars with them for the rest of their lives.

There have been several incidences where the Judge sits back in his chair and says "Educate me, Mr. Adams." With all due respect to Your Honor, I challenge you to hear this complaint, in the interest of justice, as I'd enjoy the opportunity to educate Your Honor.

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

Commonwealth of Massachusetts

Suffolk, ss.

Superior Court, Suffolk County Courthouse

3 Pemberton Square, Boston, MA 02108

Commonwealth of Massachusetts, Plaintiff)

v.

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



Civil Action Docket
#08-2474-BLS

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

AFFIDAVIT OF FACTS



Plaintiff-interveners, 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 Complaint in Intervention for Declaratory and Injunctive Relief and Motion to be Heard in Oral Law.

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

1. We, Wayne Adams and Terri Adams, are a husband and wife and we reside at 57 Fitchburg Road in Ashburnham, Massachusetts in Worcester County, and we are registered voters, U.S. citizens, and taxpayers.
2. 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 instead of clean fill as required by Mass. Title 5 law. The "contaminated fill" material was intentionally deposited by Kevin Lashua/Bill's Sewer Service Inc., a licensed septic system installer and MassDEP inspector #523, licensed septic system pumper and septic waste hauler, an Ashburnham Municipal Light Plant Commissioner, a land abutter, and at that time the Assistant Building Inspector without the proper credentials. We reported this to the Ashburnham Board of Health officials and were told to "Get a lawyer."

3. On July 25, 2001, we signed a 33.3% contingency fee agreement contract with the Law Offices of Robert H. D'Auria P.C. in Bedford, MA, for legal representation in connection with the Title V Septic Installation at 57 Fitchburg Road in Ashburnham, MA. A negligence/personal injury lawsuit was filed on September 25, 2001 (*Civil Docket #WOCV2001-01989 Adams et. al. v Price et. al.*) in Worcester Superior Court in Worcester County. The case was filed on a Fast Track due to the unhealthy situation, and was scheduled to be disposed of by November 19, 2002.
4. 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.

5. While under advisement of counsel D'Auria, 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. 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, and we were being pressured by the attorneys to pay much higher-than-expected costs, meanwhile experiencing extreme "toxic fear".

6. Attorney D'Auria then pressured and badgered us into a settlement agreement on April 29, 2004 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 February 10, 2005 we sent Certified mail to Option One Legal Department in Irvine, CA, citing RESPA, M.G.L. c. 93A §2(a), and 940 CMR 8:05(7) Mortgage Disclosures. The letter included a timeline of events. On

February 18, 2005 we sent copies via Certified mail to Tim Owens of H&R Block Mortgage in Irvine, CA and to Robert E. Dubrish of Option One Mortgage Corporation in Irvine, CA. On February 24, 2005 we sent documents via Certified mail and fax to Donna Bethea ID#DB4, Option One, Jacksonville, FL describing the MTBE and MassDEP #NON-CE-03-3092 (RTN 2-14629) Notice of Non Compliance issued to the Boutwell's Garage, the disposal site and source of the MTBE in our drinking well water.

8. We discovered an agreement dated March 15, 2005 from the Eastern District of Pennsylvania U.S. Attorney's Office memorializing Option One Mortgage Corporation's commitment to maintaining its fraud detection and prevention program.

9. On September 12, 2005 at a Board of Health meeting we were informed that there was never an occupancy certificate issued for our home. Records will show that in 1995 James Garreffo Jr. had Ordered the Prices (sellers) to vacate the home which was deemed unfit for habitation due to the septic system failure, and these documents were concealed from us prior to our purchase of the property. Garreffo was the same inspector who had performed nine inspections certifying compliance of our newly installed septic system with the "contaminated fill" described above, and the same inspector who then rescinded the compliance due to the contaminated fill. Thereafter, a portion of the "contaminated fill" was removed and Garreffo inexplicably recertified the septic system without requiring the installer (Kevin Lashua/Bill's Sewer Service Inc.) to:
 - a) replace the septic system which was tainted from day one with the illegal dumping of the hazardous material;

- b) loam and seed as specified by the approved engineering plans;
- c) determine the limits of the unsuitable material as required by MassDEP; allowing the installer to keep his licenses, without sanctions and without penalties.

10. On October 4, 2005, our 19-yr-old daughter was diagnosed with an incurable, chronic and debilitating "bacterial" disease, Crohn's Disease. Ten days later, literally on the eve of trial (set for Monday October 17, 2005 at 9:00 a.m.) Attorney D'Auria faxed to us his notice of withdrawal (on Friday October 14, 2005 at 4:54 p.m.) leaving us "six minutes" (based on a Monday-Friday 9-5 work week) to prepare for Trial in a case he filed over 4 years earlier. 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.*).

11. Ten days after Trial began, 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, 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.

12. 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.

13. We have *never* received any RESPA notification from Wells Fargo Bank N.A. regarding our mortgage.

14. 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*".

15. On May 11, 2007, we spoke with Attorney Joseph P. Lussier of Worcester, MA, who stated that Wayne may be subject to arrest and *life in prison* if he takes it upon himself to remove the contaminated septic system fill material away from our property. Additionally, we have been threatened by local

officials that we will be arrested if we try to remove the contaminated fill; and we've questioned why isn't the individual responsible for depositing this hazardous material onto our property, Kevin Lashua/Bill's Sewer Service Inc., serving time in prison?

16. 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, Vee & Kevin, Ron & Mary, Ken Dolder, Bob Rice, Jonathan Dennehy, Dave Uminski, Wes Landry, Dan Dubrule, Paul Johnson, Lisa Cornwall, Rick Noseworthy, Randy Phelps, and more, appear on an illegal gambling pool which was posted on the Internet, and Incident #06-20-OF Call #06-420 shows with the status "Incident Open"; and there has been no enforcement.

17. 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."*

18. 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."
19. 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.

20. On June 17, 2008 we received a call from 949-727-8380 national foreclosure manager Lydia Tanner-Flores who stated "I got email you were calling" and when we asked if she was from Option One, she stated "Same company" and that "American [Home Mortgage] and Option One merged" and "Your loan is still here with me", and she transferred us to a voicemail for Attorney Debra H. Jameson 800-790-8100 x37521 who has never returned our calls.
21. On June 25, 2008 we delivered in-hand two sets of a large 1-1/2" thick package and videotape of authenticated documentation substantiating our claims to Attorney O'Malley of the Massachusetts Attorney General Martha Coakley's Office; and we met in the hallway.
22. On August 18, 2008 we filed a complaint with the U.S. Attorney District of Massachusetts Michael J. Sullivan's office in Boston, MA, including a 1" thick authenticated documentation supporting our claims of state and local officials acting in violation of the RICO Act (Racketeer Influenced and Corrupt Organizations Act), criminal activities spanning an 8-year period. We received a letter from Assistant U.S. Attorney Linda M. Ricci stating that our complaint has been forwarded to the Federal Bureau of Investigation in Boston, and instructing us not to make any further contact. After several phone calls to the FBI in Boston, we have been unable to determine exactly who at that office received our complaint, and we have never received any correspondence from the FBI.
23. We received notice dated September 30, 2008 from Mass. Property Insurance Underwriting Association in Boston (our Homeowner's Insurance) stating that our policy is canceled as of November 2, 2008 reason: "Discovery of willful or

reckless acts or omission by the "insured" increasing the hazard insured against to wit: No interior inspection could be made to determine if the risk meets the Association's Underwriting Guidelines." Name and address of Mortgagee: Option One Mortgage Corporation, P.O. Box 949, Orange, CA 92856-6949 In #0012069167 for policy #0639605-16. On October 3, 2008, we spoke with John Cantalupa, manager at Mass. Property Insurance Underwriting Assoc., and informed him we are not denying an inspection, but request a *licensed* inspector due to the outstanding legal issues; and Cantalupa agreed to rescind the cancellation notice.

24. 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.
25. 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..."
26. 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.

27. 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."

28. 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.



Official Notary Signature
Susan A. Barassi