

SUPREME COURT NEW YORK STATE  
SUFFOLK COUNTY

CITIMORTGAGE, INC, CITIGROUP, INC  
CITIBANK, N.A.  
Plaintiff /Debt Collector

AFFIRMATION

VS

NOTICE OF DEED FRAUD AND  
VOID ORDER FOR FORECLOSURE  
DEMAND FOR IMMEDIATE JUST  
COMPENSATION  
INDEX 63146/2013

VICKY WARE

Respondent

The Respondent in this matter who is an Aboriginal indigenous American who is a Crime Victim and the Aggrieved and Injured Party in this matter affirms she is personally knowledgeable of all the facts and circumstances involved in the matter of CITIMORTGAGE, INC; CITIGROUP, INC; CITIBANK, N.A. v VICKY WARE 63146 / 2013 hereby responds to the theft of her property by the Debt Collectors who are the Plaintiff’s in this matter, CITIGROUP, INC, CITIBANK, N.A., CITIMORTGAGE, INC and their agents Jordan S. Katz and Associates P.C.; JORDAN S. KATZ AND ASSOCIATES, P.C.; Aldridge Pite, LLP; J.S. Held LLC; Woods Oviatt Gilman LLP; Law Office of Andrew Presberg P.C; SANDERS, SANDERS, BLOCK, WOYCIK, VIENER AND GROSSMAN P.C; Welch, David Stanely and Refree Joseph L. Fritz, Esq who are the Debt Collectors / Plaintiff.

**PLEASE TAKE NOTICE** on April 27, 2023, the Plaintiffs and their agents who are debt collectors in this matter complied and furnished false documents **“Report of Sale”** and **“Foreclosure Action Surplus Monies Form”** falsely stating that the subject property and the Ttrust known as 80 Patton Avenue, Wyandanch Territory, New York Republic [11798] was sold at an Auction on November 10, 2022 for \$500.00 to CITIBANK, N.A. who is the named Plaintiff and Debt collector in this matter. How could the Plaintiff / Debt Collector be the seller and buyer?

This document was furnished by the Referee Joseph L. Fritz, JOSEPH L. FRITZ ESQ. Located at 135 W. Main Street, East Islip , N.Y. 11730-2332 and their agents on April 27, 2023.

If the subject property / trust / exempted homestead was actually sold on November 10, 2022, a Notice would have been filed within 30 days of an actual sale of the subject property / trust / exempted homestead known as 80 Patton Avenue, Wyandanch Territory, New York Republic [11798], which did not sell at the auction on November 10, 2023, located at the Town of Babylon, 200 E Sunrise Highway, Babylon, New York 11757 in which the subject property / trust that has a homestead exemption should have never been included in an auction to begin with. The Plaintiff / Debt Collectors and their Agents / Attorneys and Referees recorded a deed more than 150 days after the alleged sale and now falsely make statements and complied documents to steal the subject property / trust / exempted homestead. If their statements and complied documents were valid their “Report of Sale” and **“Foreclosure Action Surplus Monies Form”** would be untimely as it is untimely now, just as untimely as the redecoration and theft of the respondent’s deed and the theft of the heir unconditional’s property / trust / exempted homestead. The Plaintiff / Debt Collectors and their Agents / Attorneys were not in physical possession of the property and did not pay property taxes in 2022, and did not have the authority to sell the subject property / trust / exempted homestead at anytime or at any auction.

The Plaintiff / Debt Collectors and their Agents / Attorneys and Referee in this matter committed deed fraud stealing the Deed from the Respondents heir unconditional fabricating and recording a deed on April 25, 2023 more than thirty days after the alleged sale of the subject property / trust / exempted homestead in the Plaintiff’s / Debt Collectors name in Deed Book D00013198, Page 662. Prior to the April 25, 2023 recordation of the Referees Deed this matter had already been disposed of and an appearance date for May 10, 2023, was scheduled to accommodate the

Plaintiff / Debt Collectors and their Agents / Attorneys and Referee illegal and unlawful actions which further injured the heir unconditional for the responded denying her birthrights.

June 5, 2023, the heir unconditional for the respondent was served a ten day Notice to Quit Possession by the Plaintiff / Debt Collectors and their agents dated May 22, 2023 with a Referees Deed in Foreclosure.

This Affirmation is a legal expression of the heir unconditional's legal right for just compensation which is one percent of the Debt Collector's / Plaintiff's net worth. The Heir unconditional demands one percent of the Debt Collector's / Plaintiff's net worth in this matter who are in violation of Title 15 U.S.C 1692j. According to Title 15 U.S.C 1692J a Debt Collector is not supposed to bring a consumer to court fr real property in which they do not have a real interest in which pertains to 80 Patton Avenue, in Wyandanch Territory, New York Republic [11798] which is the subject property / trust and the exempted homestead in this matter. The Plaintiff's / Debt Collectors and their Agents / Attorney are liable for injuries intentionally inflicted upon the heir unconditional and beneficiary of the Respondent.

On November 10, 2022, the Debt Collectors / Plaintiffs CITIGROUP, INC, CITIBANK, N.A., CITIMORTGAGE, INC and their agents Jordan S. Katz and Associates P.C.; JORDAN S. KATZ AND ASSOCIATES, P.C.; Aldridge Pite, LLP; J.S. Held LLC; Woods Oviatt Gilman LLP; Law Office of Andrew Presberg P.C; SANDERS, SANDERS, BLOCK, WOYCIK, VIENER AND GROSSMAN P.C; Welch, David Stanely and Refree Joseph L. Fritz, Esq attempted to auction and sell the subject property / trust and homestead of the respondents Heir unconditional known as 80 Patton Avenue, Wyandanch Territory, New York Republic [11798] at Babylon Town Hall, 200 E. Sunrise Highway, Lindenhurst, N.Y. 11757 at which time the subject property / trust and exempted homestead did not sell, the Plaintiff's / Debt Collectors and

all their Agents / Attorney's and Referee filed false documents in the court stating the subject property / trust and exempted homestead was sold at the aforementioned auction when it wasn't, violating Title 18 U.S.C 1001, in which the Referee filed a false Referee Report of Sale and Foreclosure Action Surplus Monies Form injuring the Respondent and her Heir unconditional depriving the heir unconditional of her birthrights and homestead exemption granted by the United States Trustee. The Plaintiff / Debt Collectors and their Agents / Attorneys all claim to be the Debt Collectors / Agents / Plaintiffs who are both the sellers and buyers of the subject property in which the subject property was returned to the Respondent who has a homestead exemption in which the trust / subject property / exempted homestead was returned back to the Respondent and her Heir Unconditional in this matter after the alleged debt was fully discharged April 29, 2020 through Chapter 7 by the United States Trustee in which the Debt Collectors / Plaintiffs CITIGROUP, INC, CITIBANK, N.A., CITIMORTGAGE, INC and their Agents / Attorneys Jordan S. Katz and Associates P.C.; JORDAN S. KATZ AND ASSOCIATES, P.C.; Aldridge Pite, LLP; J.S. Held LLC; Woods Oviatt Gilman LLP; Law Office of Andrew Presberg P.C; SANDERS, SANDERS, BLOCK, WOYCIK, VIENER AND GROSSMAN P.C; Welch, David Stanely did not dispute during the Chapter 7 meeting of creditors, and the Subject property / Trust and the exempted homestead known as 80 Patton Avenue, Wyandanch Territory, New York Republic [11798] was returned to the Respondent to in this matter and her heir unconditional. The Subject property / trust / exempted homestead is not abandoned and has remained occupied by the Trustor and Heir unconditional.

Prior to the wrongful auction the subject property / trust / exempted homestead that did not sell on November 10, 2022, at the Town of Babylon located at 200 East Sunrise Highway, this matter was also dismissed on two occasions prior to Judge Thomas Whelan being assigned to this

matter after it was already fully adjudicated and dismissed on August 21, 2017 and January 3, 2019 in addition to a homestead exemption being claimed and granted in a bankruptcy proceeding in which the Trustee returned the Trust / subject property back to the Respondent and the heir unconditional after this matter was originally dismissed August 21, 2017 and January 3, 2019 with prejudice, as a result of the Debt Collectors / Plaintiffs and their Agents / Attorneys who don't have a real interested in the trust / subject property in which they defaulted by failing to validate the alleged debt, and acted contumaciously by intentionally failing to answer discovery demands served upon them and filed on court record on behalf of the Respondent in this matter which is an admission of the statements contained in the written interrogatories and answers and admissions served upon the Debt Collectors / Plaintiff and their Agents / Attorneys. Judge Thomas Whelan is not qualified to preside over this matter because his extrajudicial activities and business would be affected by the outcome of this matter and his impartiality was questioned.

December 16, 2020, the Authorized Representative for the Respondent filed an Affidavit pertaining to Motion #13 in opposition to the Plaintiff's / Debt Collectors Correspondence, and reminding the court that the Plaintiff's / Debt Collectors answer to her written interrogatories, answers and admissions, and demand for the production and inspection of specified documentation was due December 17, 2020 (docket #377), which was served upon the Plaintiff / Debt Collector as well as hard copies filed in court.

The Plaintiff/ Debt Collectors and their Agents / Attorney's intentionally failed to answer discovery demands filed on behalf of the Respondent, which included written interrogatories, request for answers and admissions, and production of specified documentation for inspection, and are in default for their intentional failure to answer discovery demands.

The Plaintiff's / Debt Collector's intentional failure to answer the Authorized Representative for the Respondent request for discovery and Answers and Admissions is an admission that the statements in her discovery demands and answers and admission are true and the Plaintiff / Debt Collectors and their Agents / Attorney's cannot proceed in foreclosing on or taking her property without just compensation which is one percent of the Plaintiff / Debt Collectors net worth, which she has already demanded before the theft of her property / trust / exempted homestead.

December 23, 2020, Authorized Representative for the Respondent filed an Affidavit in Further Support of her Application for dismissal or for Just Compensation which was never withdrawn by her (docket #380).

**The Authorized Representative for the Respondent demand for just compensation still stands.**

The COVID-19 Emergency Eviction and Foreclosures Prevention Act of 2020, Chapter 381 of the Laws of 2020 only stays eviction proceedings based upon the pandemic and does not affect motions filed in court that are not related to evictions, nor does it relate to motions for discovery or just compensation.

**Whenever a party refuses to comply with discovery demands or disclose it is reason for staying further proceedings and it is cause for the dismissal of the action (CPLR 3126).**

Prior to all these actions, the case was already dismissed on January 3, 2019, via Order (Docket # 143), and a Notice of Entry was filed in court with the order dismissing it with prejudice. Plus the Plaintiff / Debt Collector was already in dishonor for intentionally refusing to answer the Respondents Writ in Nature of Discovery, Notice of Default, Notice to Resolve, in which the Plaintiff's who are debt collectors were served a Certificate of Dishonor via Secretary of State (docket 285).

All Law is contract therefore in order for any claim to be made the contract must be produced. For Magistrate to imply that Discovery, or the Writ in the Nature of Discovery does not have to be honored is a violation of respondents heir unconditional Constitutionally Secured Rights to Due Process of Law.

*The 5<sup>th</sup> Amendment required that all persons within the United States must be given due process of the law and equal protection of the law.*

In so refusing the Authorized Representative for the Respondent's (1) Writ in Nature of Discovery; (2) written Interrogatory, Request for Answers and Admissions and request for the production of documentation from the Plaintiff / Debt Collector which they intentionally failed to answer and are in default; (3) her Certificate of Dishonor issued to the Plaintiff / Debt Collector; (4) her application for the court to issue an order compelling discovery violates the United States Constitution and is a court omission.

The heir unconditional for the Respondent preserves this court omission and all other court omissions.

United States Constitution Article 6, Clause 2 provides: *"This Constitution and the Laws of the United States which shall be made in pursuance thereof, and all Treaties made, or which shall be made under the authority of the United States, shall be the Supreme Law of the Land, and the Judges of every State shall be bound thereby, anything in the Constitution or laws of any state to the Contrary, notwithstanding."*

In addition to Judge Thomas F. Whelan being disqualified and prohibited from making any decisions pertaining to this matter, in which he should have recused himself from. This matter was already dismissed January 3, 2019, prior to being assigned to him on or about January 18, 2019. Judge Thomas F. Whelan is disqualified from this matter because the outcome of this

matter affected his extrajudicial business, in addition to him being employment as Counsel, and Advisor for the Town of Babylon located at 200 E. Sunrise Highway, Babylon, New York 11757 in a governmental capacity in which the subject property / trust / exempted homestead sits, and in which the Referee falsely calms the subject property / trust / exempted homestead was sold at this location during an auction on November 10, 2022. Judge Thomas F. Whelan was disqualified from this matter because he refused to answer any of the Writs of Quo Warrento filed by the Respondents heir unconditional pertaining to his extrajudicial business in obtaining commercial foreclosures and property management as well as his business in New Castle, Delaware and other Whelan Scott Asset Management as well as other property management and acquisition businesses that could be affected by the outcome of this matter.

Judge Thomas F. Whelan is disqualified from making any decisions regarding this matter because of his impartiality being questioned, his employment with the Town of Babylon as Counsel and Advisor in a governmental capacity and his personal capacity as a lawyer as well as the outcome of this matter affecting his extrajudicial business in addition to this matter already dismissed with prejudice as well as Judge Whelan's intentional failure to produce his delegation of Authority when it was requested by the Heir Unconditional for the Respondent in this matter which gives him the authority to make decisions in judicial matters. Judge Thomas F. Whelan's failure to produce his delegation of authority and his employment with the Town of Babylon in his private capacity as a lawyer as Counsel and Advisor where the subject property sits, as well as his extrajudicial business involving the management and acquisition of property and foreclosures in which the outcome of this matter might affect his disqualifies him from presiding over this matter and makes all of his decisions reversing the dismissals of this action null and void. Each Justice or Judge of the United States takes an oath before performing the duties of his

office to administer justice without respect to persons, and do equal right to the poor and to the rich, and to faithful and impartially discharge and perform all the duties incumbent upon them under the Constitution and laws of the United States pursuant to Title 28 U.S.C 453.

Title 28 USC 455 (a), (b), (1),(2),(3),(4),(5),(i),(ii),(iii),(iv),(c),(d),(1),(2),(3),(4)(i),(ii),(iii),(iv) provides that: “(a) Any justice, judge, or magistrate judge of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned. (b) He shall also disqualify himself in the following circumstances: (1) Where he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding; (2) Where in private practice he served as lawyer in the matter in controversy, or a lawyer with whom he previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it; (3) Where he has served in governmental employment and in such capacity participated as counsel, adviser or material witness concerning the proceeding or expressed an opinion concerning the merits of the particular case in controversy; (4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding; (5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person: (i) Is a party to the proceeding, or an officer, director, or trustee of a party; (ii) Is acting as a lawyer in the proceeding; (iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding; (iv) Is to the judge’s knowledge likely to be a material witness in the proceeding. (c) A judge should inform himself about his personal and fiduciary financial interests, and make a reasonable effort to inform himself about the personal financial interests of

his spouse and minor children residing in his household. (d) For the purposes of this section the following words or phrases shall have the meaning indicated: (1) “proceeding” includes pretrial, trial, appellate review, or other stages of litigation; (2) the degree of relationship is calculated according to the civil law system; (3) “fiduciary” includes such relationships as executor, administrator, trustee, and guardian; (4) “financial interest” means ownership of a legal or equitable interest, however small, or a relationship as director, adviser, or other active participant in the affairs of a party, except that: (i) Ownership in a mutual or common investment fund that holds securities is not a “financial interest” in such securities unless the judge participates in the management of the fund; (ii) An office in an educational, religious, charitable, fraternal, or civic organization is not a “financial interest” in securities held by the organization; (iii) The proprietary interest of a policyholder in a mutual insurance company, of a depositor in a mutual savings association, or a similar proprietary interest, is a “financial interest” in the organization only if the outcome of the proceeding could substantially affect the value of the interest; (iv) Ownership of government securities is a “financial interest” in the issuer only if the outcome of the proceeding could substantially affect the value of the securities.”

*“Where rights secured by the Constitution are involved there can be no rule making or legislation, which would abrogate them.” Miranda v. Arizona. 384 US 436*

Any Third Party who attempts to cancel, remove, conceal, mutilate, obliterate or nullify this Affirmation and Notice in any way must provide an Affidavit of their own sworn or affirmed under the penalty of perjury to rebut, and support their claim. Said third parties Affidavit shall express their lawful basis and authority for making their counter claim or other determination. Failure to respond in accordance with these requirements will result in the third party being added to this claim as a lien debtor. No other response will be accepted other than an Affidavit.

The beneficiary who is the heir unconditional of the subject real property / homestead known as 80 Patton Avenue, Wyandanch Territory New York Republic [11798] claimed her birthrights pertaining to this matter and subject property and demanded just compensation which is 1 percent of the Debt Collectors / Plaintiff's net worth pursuant to Title 15 U.S.C 1659k (2)(B) if her property is taken from her by the Debt Collectors / Plaintiff and all their Agents / Attorneys in this matter who don't have a real interest in the subject property and trust, at which time 1 percent of the Debt Collectors net worth was 23 Million Dollars. There have been class actions against the Plaintiff / Debt Collections in this matter in which they were required to pay out damages to injured consumers.

The Debt Collectors / Plaintiff's in this matter pay \$23,000,000.00 Twenty Three Million Dollars or Twenty Three Million in the current currency or in lawful money upon the transference of the subject property / trust / exempted homestead known as 80 Patton Avenue, Wyandanch Territory, New York Republic [11798] to the Heir Unconditional as just compensation.

The Filing of this document on court record constitutes an original and service upon the Debt Collectors and their agents at which time just compensation is due.

All an any evictions proceedings are stayed until just compensation in the sum of \$23,000,000.00 Twenty Three Million Dollars or Twenty Three Million in the current currency or in 23,000,000.00 in lawful money is paid to the heir unconditional for the Respondent.

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT AND NOTICE TO AGENT IS  
NOTICE TO THE PRINCIPAL**

Dated: June 11, 2023

*Vicky Ware Bey*

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Vicky Ware, Ex Relatione  
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c/o 80 Patton Avenue  
Wyandanch Territory, New York Republic [11798]