

United States Courts  
Southern District of Texas  
FILED

JUN 05 2024

Nathan Ochsner, Clerk of Court

1 JAMES-THOMAS: ENGLISH,  
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6 UNITED STATES DISTRICT COURT SOUTHERN HOUSTON DIVISION BOB CASEY UNITED STATES  
7 COURTHOUSE

8 JAMES-THOMAS: ENGLISH, NUNC PRO TUNC'  
9 ALLEGED PLAINTIFF EX-REL JAMES THOMAS  
10 ENGLISH,

11 Plaintiff,

12 vs.

13 FREEDOM MORTGAGE COMPANY LLC, WELLS  
14 FARGO BANK N.A.GEORGETOWN MORTGAGE  
15 LLC

16 Defendant

Case No.:

COMPLAINT FOR EQUITABLE RELIEF AND  
RESTITUTION

17 **INTRODUCTION**

18 This is a complaint filed by the Plaintiff, James-Thomas: English, seeking relief and damages from the  
19 Defendants, Freedom Mortgage LLC, Wells Fargo Bank, N.A., and Georgetown Mortgage LLC, for  
20 knowingly engaging in fraudulent activities related to the securitization of the Plaintiff's promissory note.

21 **JURISDICTION AND VENUE**

22 Jurisdiction is proper in this court under 28 U.S.C. § 1331 as this case involves a federal question  
23 concerning acts of mortgage fraud.

24 Venue is proper in this court pursuant to 28 U.S.C. § 1391 as the events giving rise to these claims occurred  
25 in this district and all defendants conduct business in this district.

26 **PARTIES**

27 **Plaintiff**, James-Thomas: English, is an individual residing in the State of Texas Republic.

28 **Defendant**, Freedom Mortgage LLC, is a business entity with operations in Texas and can be served  
through its registered agent.

**Defendant**, Wells Fargo Bank, N.A., is a national banking association with branches and operations in

1 Texas and can be served through its registered agent.

2  
3 **FACTUAL ALLEGATIONS**

4 On or around March 1, 2023, Plaintiff discovered through a Bloomberg report and subsequent personal  
5 reviews that Defendants had engaged in fraudulent securitization of his promissory note.

6 Defendants unlawfully manipulated and misrepresented the ownership and status of the said promissory  
7 note, causing unwarranted legal actions against Plaintiff, including a foreclosure lawsuit which Plaintiff  
8 successfully contested.

9 As a direct consequence of Defendants' actions, Plaintiff was exposed to severe emotional distress,  
10 financial instability, and the imminent risk of homelessness.

11 **CLAIMS FOR RELIEF**

12 **I. Fraud**

13 11. Defendants knowingly and intentionally misrepresented the legitimacy of their legal claim to Plaintiff's  
14 property through improper securitization as evidenced by the aforementioned report and proceedings.

15 **II. Deceptive Trade Practices**

16 Defendants' actions constitute deceit and misrepresentation under the Texas Deceptive Trade Practices -  
17 Consumer Protection Act (DTPA), causing direct harm to the Plaintiff.

18 **Complaint for Fraud**

19 Fraud must be proven by clear and convincing evidence, demonstrating: (1) a false representation, (2) of a  
20 present, material fact, (3) made intentionally and knowingly, (4) with intent to mislead, (5) reasonable  
21 reliance by the party misled, and (6) resulting damage to him. (See *Thompson v. Bacon*, 245 Va. 107, 111  
22 (1993)).

23 **Fraud can encompass the following:**

- 24
- Obtaining money or property by false pretense with intent to defraud, which is considered larceny.
  - Fraud-related crimes treated as either civil or criminal offenses.
  - The severity of the offense depends on factors such as the value of the check or property involved.

25  
26  
27 In this case, we bring the fraud complaint as a civil offense.

28 **Defendants' Conduct Constituting Fraud:**

1           **1. False Representation and Fraudulent Documentation:**

- 2           ○ The defendants presented documentation that is fraudulent, thereby committing fraud on the court.  
3           "Fraud on the court" refers to conduct that corrupts the judicial process (Cleveland Demolition Co.  
4           v. Azcon Scraps Corp., 827 F.2d 984, 986 (4th Cir. 1987)).

5           **2. Fraudulent Instruments by Freedom Mortgage:**

- 6           ○ Freedom Mortgage instruments are fraudulent and have resulted in harm to the Plaintiff.

7           **3. False Advertising and Misrepresentation:**

- 8           ○ The defendant bank advertised that they loan money, thereby defrauding the Plaintiff.  
9           ○ The defendant bank misrepresented the elements of the alleged agreement to the Plaintiff.

10          **4. Forgery and Unauthorized Promissory Note:**

- 11          ○ The plaintiff's bona fide signature does not appear on the alleged promissory note.  
12          ○ The copy of the promissory note is a forgery.  
13          ○ The alleged original promissory note could not be produced by the defendant bank with the  
14          plaintiff's name on it. The copy purports to obligate the plaintiff to pay a certain amount plus  
15          interest, giving it value if sold to investors.

16          **5. Unauthorized Loan and Financial Misrepresentation:**

- 17          ○ The defendant bank recorded the forged promissory note as an unauthorized loan from the plaintiff  
18          to the bank, as evidenced by a new bank asset and liability.  
19          ○ The bank recorded an unauthorized loan with an actual cash value from the plaintiff to the bank,  
20          then returned the cash value back to the plaintiff. The bank made false statements, claiming the  
21          unauthorized loan that they returned to the plaintiff was actually a loan from them to the plaintiff.  
22          ○ The defendant bank believes Plaintiff agreed to loan the forged promissory note to the bank, which  
23          in turn funded the loan from the defendant bank back to the plaintiff. Further, the defendant bank  
24          believes they have no obligation to repay the unauthorized loan from the plaintiff to themselves.  
25          The plaintiff's signature never validated such an unauthorized transaction.

26          **6. Refusal to Loan Legal Tender and Misstatement of Loan Risk:**

- 27          ○ By refusing to loan other depositors' money or legal tender as consideration to obtain the alleged  
28          promissory note, and by recording the alleged forged promissory note as an authorized loan from

1 the plaintiff, which is, in fact, an unauthorized loan, the bank changed the cost and the risk of the  
2 alleged loan.

- 3 ○ The defendant bank claims they will be damaged if the plaintiff refuses to repay the loan, but the  
4 defendant refuses to acknowledge or repay the unauthorized loan from the plaintiff to them.

5  
6 **PRAYER FOR RELIEF**

7 The Plaintiff respectfully requests the following relief from the Court:

8 **Demand for Settlement:**

9 Libellant, in accordance with the International Commercial Claim (ICC) and subsequent documentation,  
10 demands settlement from Libellees in the sum certain amount of USD \$100,000,000.00. This sum  
11 represents stipulated damages agreed upon by Libellees in response to the ICC and Libellant's efforts to  
12 resolve the matter. The plaintiff insists on a full refund of unearned interest, as mandated by 15 US Code  
13 Statute 1615. This involves the return of all cash payments made to the account, aiming to restore the  
14 plaintiff to the position prior to the defendant's actions, with the estimated amount of damages ranging from  
15 \$50,000 to \$70,000.

- 16 a) Compensatory damages in the amount of \$100,000,000 for financial losses and emotional distress  
17 b) Punitive damages in the amount of \$100,000,000, due to the malicious and intentional misconduct  
18 of the Defendants.  
19 c) **I wanted to confirm that the total relief requested was \$900,000,000 (nine hundred million  
20 dollars). The sum total of all the causes of action injury suffered by the plaintiff  
21 Additionally, I am requesting the release of the property by granting the allodial title to the  
22 property that belongs to the plaintiff.**

- 23 • **For Cause of Action - Interference with Commerce by Threats or Violence (18 U.S. Code §  
24 1951) Requesting the defendant to allocate payment to the plaintiff in the amount of USD  
25 \$100,000,000,**  
26 • **For Cause of Action - Frauds and Swindles (18 U.S. Code § 1341): Requesting the defendant  
27 to allocate payment to the plaintiff in the amount of USD \$100,000,000,**

- 1           • **For Cause of Action- Aggravated Identity Theft (18 U.S. Code § 1028A):** Requesting the  
2           defendant to allocate payment to the plaintiff in the amount of USD \$100,000,000,
- 3           • **For Cause of Action- Mail Fraud and Other Offenses (18 U.S. Code § 1343):** Requesting the  
4           defendant to allocate payment to the plaintiff in the amount of USD \$100,000,000,
- 5           • **For Cause of Action -Bank Fraud (18 U.S. Code § 1344):** Requesting the defendant to  
6           allocate payment to the plaintiff in the amount of USD \$100,000,000,
- 7           • **For Cause of Action - 18 U.S. Code Chapter 25 - COUNTERFEITING AND FORGERY**  
8           Requesting the defendant to allocate payment to the plaintiff in the amount of USD  
9           \$100,000,000,
- 10          • **Legal fees and any further relief this Court deems just and proper.**

- 11           • **Conspiratorial Acts and Intent to Defraud:**

12           The plaintiff seeks civil relief in the amount of \$100,000,000.00 for conspiratorial acts  
13           with the intent to defraud, fraud, and other violations, including those related to Due  
14           Process of Law, Misapplication statute/law, and fraud of Void Judgment.

- 15           • **Compensation for Therapy:**

16           In recognition of the significant emotional trauma endured during the Foreclosure and  
17           ongoing court proceedings, the plaintiff requests compensation for therapy expenses. This  
18           financial support is essential for emotional healing and mental well-being.

- 19           • **Acknowledgment of Agony:**

20           The plaintiff requests acknowledgment of the extensive agony experienced while  
21           navigating the legal system, maintaining personal freedom, and safeguarding the well-  
22           being of the family. Recognition of this undue hardship and emotional toll is essential.

- 23           • **Compensation for Damages:**

24           The stress of explaining innocence to business associates and the community has caused  
25           substantial harm. The plaintiff seeks compensation for damages incurred due to false  
26           allegations and the consequent impact on personal and professional relationships.

- 27           • **Equitable Relief – Expungement of Private Information:**

1 To protect privacy rights, the plaintiff demands equitable relief through the immediate  
2 expungement of private information from various databases, including Foreclosure,  
3 Credit Bureau and law enforcement databases like Lexis Nexis.

4 • **Compensation for Inconvenience and Travel Expenses:**

5 Acknowledging the plaintiff's non-residence in Texas and the repeated inconvenience  
6 caused by court appearances, compensation is sought for travel expenses, time, and  
7 associated costs incurred during court appearances.

8 • **Refund of Unearned Interest (15 US Code Statute 1615):**

9 The plaintiff insists on a full refund of unearned interest, as mandated by 15 US Code  
10 Statute 1615. This involves the return of all cash payments made to the account, aiming  
11 to restore the plaintiff to the position prior to the defendant's actions.

12 • **Allocation of Land: Transfer of 200 Acres:**

13 Recognizing the severity of violations, the plaintiff requests the symbolic allocation of  
14 200 acres of land as both restitution for infringed rights and a commitment to rectifying  
15 wrongs.

16 • **Financial Damages:**

17 Seeking financial compensation of \$900,000,000 to cover extensive losses incurred,  
18 encompassing economic, emotional, and reputational harm. This sum reflects the  
19 demonstrated violations and abuses of power.

20 This comprehensive civil relief request addresses the multifaceted impact of the  
21 defendant's actions, seeking both financial compensation and symbolic restitution for the  
22 injustices and violations perpetrated against the plaintiff.

23  
24 **JURY DEMAND**

25 Plaintive respectfully request a trial by jury for all issues in this matter that are triable by jury.

26 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Plaintiff hereby demands a jury trial on all  
27 claims and issues set forth in the complaint, including but not limited to, the allegations of fraud against the

28 Defendants Freedom Mortgage, Wells Fargo Bank, and Georgetown Mortgage LLC.

1 outcome, addressing the defendants' fraudulent actions and the violations of my rights. Equity will provide  
2 remedies that legal principles alone cannot achieve, such as specific performance, injunctions, or  
3 restitution, to fully address the harm caused by the defendants' conduct.

4 By following the principles of equity, I aim to rectify the injustices and ensure that the defendants are held  
5 accountable for their fraudulent actions, and that I am restored to the position I would have been in had the  
6 fraud not occurred.

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12 May 30, 2024

13 By: James - Thomas; Esq. CCWA, AKA-J  
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