



If the American people ever allow private banks to control the issue of currency, first by inflation, then by deflation, the banks and corporations that will grow up around them will deprive the people of all property until their children wake up homeless on the continent their fathers conquered.

I believe that banking institutions are more dangerous to our liberties than standing armies.

-Thomas Jefferson

*And herein do I exercise myself, to have always a conscience void of offense
toward God, and toward men. Acts 24:16*

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Thou shalt not steal.

A Call To Action

You hold in your hand broken pieces of our story of truth, perseverance and persecution.

Justice requires you protect and insulate her from the attacks of foreign and domestic enemies. Justice demands you act immediately when called on to restore and preserve law, order and fair play. Justice commands you ensure the laws passed in these halls, to sustain and maintain liberty and justice for all, are carried out as intended.

For such a time as this, you have been granted the right and authority to enter these halls and be heard. This is your time to decide for the good or evil side. This is your moment to cast a vote for justice and be counted worthy of the vocation wherewith you have been elected.

The voice of democracy beckons you to step forward and use the authority vested in you to protect, restore, preserve and enforce justice. Please, stand and be counted. All it takes for evil to prosper, and for justice to be martyred under your watch, is for good men and women to do nothing.

On behalf of justice, we, the Nickerson Family, pray God bless the State of Montana and the United States of America through you, by you, and if you so choose, in spite of you.

Because it happened to us – in Montana.

TABLE OF CONTENTS

| | |
|---|----|
| No One Should Suffer for the Act of Another – MCA-§ 1-3-211 | 1 |
| Mortgage Fraud - MCA § 32-9-124..... | 2 |
| Conduct of Sale – MCA § 25-13-704 | 2 |
| Mortgage Servicing Violations - MCA § 32-9-170 | 3 |
| Possession IS the Law - MCA § 30-1-201(2)(v)(i) | 4 |
| No Evidence of Transfer of Possession - MCA § 30-3-202..... | 5 |
| Note Indorsed to Wells Fargo NOT HSBC - MCA § 30-3-204(3) | 5 |
| HSBC Must Possess the Note to Enforce It - MCA § 30-3-301 | 6 |
| HSBC Never Provided Notice - MCA § 28-1-403 | 6 |
| Felonious Assignments – Montana Penal Code, Part I, Title VII, Chapter 4, Section 232 | 7 |
| No Notice of New Creditor – 15 U.S.C. § 1641(g) | 7 |
| Neither HSBC nor Wells Fargo have acted in Good Faith - MCA § 28-1-211 | 8 |
| Disclosure Statements Are Not Optional M.R.Civ.P. 7.1..... | 9 |
| Conspiracy Theory is Fact – MCA § 45-4-102 | 9 |
| Maliciousness - MCA § 27-1-221(2)..... | 9 |
| Performance Excused – MCA § 28-1-1301 | 10 |
| Result of Prevention of Performance – MCA § 28-1-1302 | 10 |
| Trusts Must Consent – MCA § 35-5-201 | 12 |
| Proof of Authority – MCA § 37-61-402 | 12 |
| Amended Pleadings – M.R.Civ.P. 15(a)(2)..... | 13 |
| Personal Knowledge is Required to Testify – M.R.Civ.P. 56(e)..... | 14 |
| But They Were All of Them Deceived – MCA § 27-1-712 and MCA § 37-61-406..... | 15 |
| It is Your Duty to Care – MCA § 28-1-201 | 15 |
| Unfair Trade Practices – MCA § 30-14-103 | 15 |
| Forgery – MCA § 45-6-325..... | 16 |
| Subpoena Rule – M.R.Civ.P. 45..... | 16 |

The law cannot be bent by favor, not broken by power, nor corrupted by money; for not only if it be overthrown, but even if it be neglected or carelessly preserved, there is nothing secure in what anyone may think he has, or will inherit from his father, or yet may leave to his children. Cicero, Pro CAECINA 73

Dear Montana Legislator,

We have been injured and are suffering due to the actions and inactions of others.

MCA § 1-3-211 Acts of others. No one should suffer for the act of another.

We have fought a battle silently for many years with the hope that justice will ultimately prevail. Wells Fargo, HSBC, Erika Peterman of RCO Legal, 1st Judicial District Court Judge Mike Menahan, and their accomplices, are causing and allowing the unlawful seizure and wrongful foreclosure of our home and generational ranch. Even though laws have been broken and justice has been thwarted, Montana law has failed to ensure our equal access to justice and reverse the District Court's judgment. The record, created with legal chicanery and procedural manipulation, wreaks of fraud and corruption. Montana agencies, funded by budgets approved by Montana legislators, with moneys collected from Montana taxpayers, have shirked any, and all, contractual duties and moral imperatives to protect us and enforce the laws in place by claiming "they do not have jurisdiction." We appeal to this House and Senate to demand the laws passed in your halls be enforced and legislatively require property ownership in Montana be protected. This is a defining moment in Montana history. If our ranch can be taken away from our family, NO Montanan home is secure or protected. Please act immediately to stop us and other Montanans from losing our homes and life savings unjustly without cause or right. We did nothing wrong. We did not default on our obligations. Rather, we have been maliciously prevented from performance, willfully victimized by abusive debt collection, and intentionally defrauded by comprehensive mortgage fraud. Read our story. It happened to us, and, if you do nothing, it could happen to you and other Montanans.

Montana Courts and the agencies created to enforce Montana laws are unable or unwilling to take on the Big Banks. Legislation must be passed or existing legislation must be enforced to stop their assault.

At this point, while the case is being reviewed in front of the Montana Supreme Court, HSBC is pushing forward for execution of judgment. The sheriff's foreclosure sale is scheduled for Wednesday, May 3, 2017. We are sending this plea to you as our lawmakers so you are aware Montana laws are not being carried out as intended. We ask you grant jurisdiction and obligate specific entities to enforce laws already in place. Provide clarifying resolutions to enforce jurisdiction so the laws enacted can become more than empty words that can be ignored or circumvented. Throughout this judicial foreclosure case, HSBC and Wells Fargo have violated Montana's laws as detailed below. Please review these laws and provide guidance to our judicial system so that the extreme injustices that have occurred and are occurring to our family will not be allowed to continue or be perpetrated upon all other Montana homeowners. If you fail to act, the resulting consequence, in truth, and in reality, is, in Montana, *there is nothing secure in what anyone may think he has, or will inherit from his father, or yet may leave to his children.*

Mortgage Fraud – MCA § 32-9-124. Prohibitions -- required disclosure. (1) *A mortgage broker, mortgage lender, mortgage servicer, or mortgage loan originator may not do any of the following: ... (b) directly or indirectly employ any scheme to defraud or mislead a borrower, a mortgage broker, a mortgage lender, a mortgage servicer, or any other person;*

In direct violation of this law and legitimate mortgage origination procedures, the Mortgage document was intentionally, deceptively and fraudulently crafted and altered. The Mortgage document itself was fraudulently changed. At the bottom of the document it states it is a “Montana-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3027.” However, as found on the Freddie Mac website form 3027 (www.freddiemac.com/uniform/doc/3027-MontanaDeedofTrust.doc) is titled as a Deed of Trust Indenture Under the Montana Small Tract Financing Act not a Mortgage. Fannie Mae/Freddie Mac states loan originators can use their Uniform Instruments “so long as the loan instrument is not altered”. A careful comparison of our Mortgage document to form 3027 shows several significant differences with perhaps the most disturbing being the fact it tried to place our mortgage under the Montana Small Tract Financing laws when our property is over 200 acres. Not only was this an attempt to deprive us the rights and protections afforded under a mortgage, but the document fraudulently attempted to grant the bank deed of trust rights, deny us rights under either a mortgage or deed of trust, and failed to define any viable process for the satisfaction of the note. Thus, it created an unconscionable contract that provides unequal equity and authority to the parties. For this and other reasons detailed throughout our case, our Mortgage was altered with the obvious objective to exploit, defraud and mislead us, the Court and any potential investor. Thus, the fraud began at the closing table and continues as HSBC and Wells Fargo are trying to claim unjust gain through a wrongful foreclosure and the unlawful seizure of our property.

Clearly, Wells Fargo violated this law and have schemed to defraud and mislead us. This legislature must define its intentions, clarify which Montana agency is supposed to enforce this law, and obligate them to enforce it with consequence. Enforcement jurisdiction should be clearly defined for violations by both state and national banks.

Conduct of Sale – MCA § 25-13-704. Conduct of Sale. (1) *All sales of property under execution must be made at auction to the highest bidder, between the hours of 9 a.m. and 5 p.m. After sufficient property has been sold to satisfy the execution, no more property may be sold. The officer holding the execution or the officer’s deputy may not become a purchaser or be interested in any purchase at the sale. (2) ...When the sale is of real property consisting of several known lots or parcels, the lots or parcels must be sold separately...The judgment debtor, if present at the sale, may also direct the order in which property, real or personal, must be sold when the property consists of several known lots or parcels or of articles that can be sold to advantage separately, and the sheriff shall follow the directions.*

It is not lawful for Sheriff Leo Dutton or anyone acting on his behalf to sell our Montana property on May 3, 2017, on the courthouse steps, or at any time or place thereafter to satisfy any unlawful order. The truth of the matter is HSBC does not have any lawful right to execute judgment against us or our property. *Truth is sovereign.* Our rights to due process have been denied through judicial prejudice, procedural overreach, unenforced laws, malicious obstruction of justice, and fraudulent mortgage practices. However, if this sale proceeds, this law directs the parcels to be sold separately to satisfy judgment. In fact, this law states the parcels *must* be sold

separately and grants us the right to direct the order of sale. Over \$500,000 was paid toward the ownership of our property with a loan of under a million dollars in just five years. Extensive improvements have been made to create additional equity in the property. Any one of our three parcels completely satisfy and more than covers the entire original loan amount. However, the judgment unlawfully secured by the bank negates our equity by selling our entire property as one parcel. It is also grants hundreds of thousands of dollars over the original loan amount to these mortgage robbers, and ignores our request that the parcels be sold one at a time. District Court Judge Mike Menahan knew these facts prior to signing his order. This is nothing short of financial terrorism. This equity extortion from Montana citizens is being committed with the authority of a Montana judge in a Montana court in violation of Montana laws passed by Montana legislators with Montana oversight agencies having full knowledge of what is happening to us, and by their inaction, providing consent for the injuries to continue. Montana homeowners, and our family, need your help. Please do your duty to ensure laws passed are carried out as intended.

Mortgage Servicing Violations – MCA § 32-9-170. Mortgage Servicer Duties. *In addition to any duties imposed by federal law or regulations or the common law, a mortgage servicer shall: (1) safeguard and account for any money handled for the borrower; (2) follow reasonable and lawful instructions from the borrower; (3) act with reasonable skill, care, and diligence; ... (8) in the event of a delinquency or other act of default on the part of the borrower, act in good faith to inform the borrower of the facts concerning the loan and the nature and extent of the delinquency or default and, if the borrower replies, negotiate with the borrower, subject to the mortgage servicer's duties and obligations under the mortgage servicing contract, if any, to attempt a resolution or workout pertaining to the delinquency or default.*

Below is some of what we have testified to regarding this law. There is extreme confusion among Montana agencies on who has the authority to act on this law. Thus, homeowners weave through a web of going from one agency to another only to find at the end of the day no one is able or willing to do anything to help. This becomes especially true and complicated if the servicing violations are committed by national banks. Please close this loophole of immunity granted to the banks. Legislation is needed to provide guidance to Montana agencies as to who is supposed to enforce servicing violations, required to enforce penalties for servicing violations, and directions on how these laws must be used to protect Montana homeowners. The legislation must be strong enough to cause state and national banks to cease and desist from wrongful foreclosure, mortgage servicing abuse, abusive debt collection, and other such predatory lending habits and practices. All banks must know that no one can come to Montana and push its homeowners around or threaten their property rights.

“At no time in 2012 with regards to our mortgage did WFHM adhere to the Servicing Objectives or Servicer Discretion requirements detailed in their Servicing Agreement [Sections 12.1.3 and 12.3.2 – pg. 58] with HSBC that required WFHM to “vary its collection techniques to fit individual circumstances, avoiding a fixed collection pattern which may be ineffective in dealing with particular Borrowers,” and “to extend appropriate relief to Borrowers who encounter hardship and who are cooperative and demonstrate proper regard for their obligations.” We made every attempt we could to get WFHM to be responsive and accept our payments including fees, but WFHM’s response was consistently, no we won’t take your money, and then later it was no we have already

put you into foreclosure so we can't take your money or work with you in any way because the property is in foreclosure and the trust your note is in disqualifies you from any help whatsoever. WFHM made no attempt to avoid a fixed collection pattern and made no attempt to extend any relief to us, and thus, WFHM violated Montana law. MCA § 32-9-170. Mortgage Servicer Duties." *Affidavit of Nick Nickerson in Support of Motion for Extension of Time to Complete Discovery*

Wells Fargo assigned our mortgage to a trust in violation of New York Trust Law and IRS tax law, then created a default by refusing our payments and preventing our performance. In violations of the trust's servicing agreement and Montana law, Wells Fargo then claimed they could not work with us to resolve the default, solely created by them, so they initiated foreclosure under the name of HSBC in what has become a successful attempt to conceal their criminal activity in this matter. Wells Fargo and HSBC entered this illegal agreement without our knowledge, consent to criminal acts, or any notification whatsoever as required by federal law. We have been unable to secure the help of ANY Montana court or agency to hold Wells Fargo and HSBC responsible for their actions. It is imperative that this legislature know this foreclosure is not due to our financial ability to perform our obligations. As we stated in every conversation with the bank: *This is our home. We want to keep it. We have the wherewithal to keep it.* This is a judicially endorsed theft, and it is happening in Montana under your watch.

The legislature must communicate who they envisioned to be responsible for holding Wells Fargo Home Mortgage and other mortgage robbers accountable for violating this law. No one has been willing to stand in the gap, hold Wells Fargo accountable, and enforce the law. Thus, we are losing our organic farm, generational ranch, life savings, and most importantly, many, many dreams.

Possession IS the Law – MCA § 30-1-201(2)(v)(i). 'Holder' means: *the person in possession of a negotiable instrument that is payable either to bearer or to an identified person that is the person in possession;*

HSBC has never provided any evidence that the note is endorsed to them or that they are in possession of it. In fact, the copy of the note provided in the foreclosure complaint is endorsed to Wells Fargo, not HSBC. Therefore, by law, HSBC has no right or standing to foreclose. The Courts will not address this issue. Whether this is out of fear, ignorance, or collusion, the end result for homeowners is the same. Therefore, the legislature must require the Courts to enforce this law to avert situations like ours. This law is part of the UCC and other states have required strict enforcement. This applies to all **MCA § 30** laws mentioned in this document.

For summary judgment, movant must provide original note with proper certification. *Sherer v. Bench* 549 S.W.2d 57 (Tex. App. 1977).

"Because Movants failed to establish possession and an ownership interest in the notes, they are not shown to be the real party in interest, and they lack standing to bring the motions." *In re Wilhelm*, 407 B.R. 392, 398 (Bankr. D. Idaho 2009).

"plaintiff presented no evidence of having possessed the underlying note prior to filing the complaint. If plaintiff did not have the note when it filed the original complaint, it

lacked standing to do so, and it could not obtain standing by filing an amended complaint.” *Deutsche Bank Nat. v. Mitchell*, 422 N.J. Super. 214, 27 A.3d 1229 (2011).

“U.S. Bank was required to show that at the time the complaint was filed it possessed the original note either made payable to bearer with a blank endorsement or made payable to order with an endorsement specifically to U.S. Bank. See *Bank of N.Y. v. Raftogianis*, 418 N.J. Super 323, 13 A.3d 435, 439-40 (2010) (reciting requirements for bank to demonstrate that it was holder of the note at time complaint was filed).” *US Bank Natl. Ass’n v. Kimball*, 2011 VT 81, 27 A.3d 1087 (2011).

“Appellee must demonstrate it is a person entitled to enforce the note. It must provide evidence it has possession of the note either by being a holder or a nonholder in possession who has the rights of a holder...Evidence establishing when Appellee became a person entitled to enforce the note must show Appellee was a person entitled to enforce the note prior to filing its cause of action for foreclosure.” *Deutsche Bank Nat. Trust v. Brumbaugh*, 2012 OK 3, 270 P.3d 151 (2012).

“The real party in interest in foreclosure actions is the current holder of the note and mortgage...if the note is payable to an identified person, negotiation requires transfer of possession of the instrument and endorsement by the holder.” *Bank of Am., NA v. Miller*, 194 Ohio App. 3d 307 (2011).

No Evidence of Transfer of Possession - MCA § 30-3-202. Negotiation. (1) ‘Negotiation’ means a transfer of possession, whether voluntary or involuntary, of an instrument to a person who thereby becomes its holder if possession is obtained from a person other than the issuer of the instrument. (2) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

There has been no evidence, in or out of the record, that negotiation, a transfer of possession, has ever occurred from Wells Fargo to HSBC, and the note provided in the record is indorsed to Wells Fargo. Even though no evidence of transfer of possession exists, the Court has granted our property to HSBC. Therefore, HSBC is foreclosing in violation of this law. Though the law is in place to protect us from the unlawful seizure of our property, our voice and rights have been silenced. Legislation is needed that requires the enforcement of this law for the protection of the debtor and the rightful creditor.

Note Indorsed to Wells Fargo NOT HSBC – MCA § 30-3-204(3). The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.

On the copy of the note provided with HSBC’s foreclosure complaint, above the signature of the indorser, is Wells Fargo Bank, N.A. This indicates this note is specially indorsed to Wells Fargo, not HSBC. HSBC has failed to establish they are the holder. Yet, the right to foreclose has been granted to them and the Sheriff has been ordered to unlawfully sell our family home and ranch on May 3rd. This law is being ignored and has fatally failed to protect us from

fraud. Enforcement of this law must be strictly required to protect us and our fellow Montanans from the potential of double liability. HSBC and Wells Fargo have thwarted all our attempts to challenge their standing to foreclose by denying involvement in the foreclosure, hiding behind national bank immunity loopholes, and claiming we have no rights to question their illegal agreements because we were not a party to those agreements. Upholding the laws as outlined in MCA § 30 is vital to legitimate transfers of ownership.

HSBC Must Possess the Note to Enforce It - MCA § 30-3-301. Person entitled to enforce instrument. “Person entitled to enforce” an instrument means the holder of an instrument, a nonholder in possession of the instrument who has the rights of a holder, or a person not in possession of the instrument who is entitled to enforce the instrument pursuant to 30-3-309. A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

Based on this law, to enforce an instrument, one must be the holder (instrument indorsed to you and in your possession), or otherwise have the instrument in one’s possession. No evidence that the note is in HSBC’s possession has ever been provided. The Court has failed to require any proof, evidence, or even verified testimony from the bank regarding ownership. Therefore, HSBC is not entitled to enforce the instrument and does not have the right or authority to foreclose on our note. Requiring proof of ownership may not prevent all mortgage fraud or abusive debt collection practices in Montana. However, it can serve as a catalyst and judicial advocate to help innocent homeowners like us get the help we have needed to protect us from losing our property rights to Wells Fargo and HSBC’s fraudulent mortgage scheme.

HSBC Never Provided Notice - MCA § 28-1-403. Condition precedent defined. A condition precedent is one which is to be performed before some right dependent thereon accrues or some act dependent thereon is performed.

HSBC violated this law and breached any alleged contract because prior to initiating foreclosure, if they were indeed the note holder as they claim to be, then they were required by the Mortgage contract to notify us of any alleged default and give us the opportunity to cure. HSBC never notified us of the alleged default. In fact, we did not even know HSBC had any involvement with our loan whatsoever until the complaint was unlawfully served. HSBC failed to provide a Notice of New Creditor as required by federal law. In section 20 of the alleged Mortgage the second paragraph states,

“Neither borrower nor Lender may commence, join, or be joined to any judicial action...that arises from the other party’s actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party...of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action.”

Section 22 of the alleged Mortgage states,

“Lender shall give notice to Borrower prior to acceleration following Borrower’s breach of any covenant or agreement in this Security Instrument...”

Although it may be obvious to most that an action to enforce a contract must abide by the contract, it is not or has not been obvious to the Montana Courts, that the conditions precedent

before an action may be taken, must be enforced. Enforcing this law is critical in stopping wrongful foreclosures and encouraging honest banking practices in Montana.

Felonious Assignments – Montana Penal Code, Part I, Title VII, Chapter 4, Section 232.

Every person who knowingly procures or offers any false or forged instrument to be filed, registered or recorded in any public office within the State, which instrument, if genuine, might be filed or registered, or recorded under any law of this State, or of the United States, is guilty of felony.

Both assignments in this case are false records of transfer. Neither can be relied upon for right to execute judgment or to establish ownership. Based on this law, those responsible for filing the assignments, Wells Fargo Home Mortgage and their accomplices, are guilty of a felony. For our mortgage to legally be in the alleged trust, it must have been put in the trust by May 30, 2007. The first assignment (sale) to the trust occurred in April 2010, and the filing of it constitutes a felony per Montana law. The second assignment which occurred in August 2012, is even more felonious. First, the first assignment had already allegedly occurred so there was nothing to assign. Second, it assigns only the mortgage. It has long been held assigning a mortgage without a note is a nullity in Montana and grants nothing to the assignee.

A mortgage is only a security and independent of the debt has no assignable quality. Therefore, an assignment of the mortgage alone is a nullity and confers no right whatever upon the assignee. *First Nat'l Bank of Saco v. Vagg*, 65 M 34, 212 P 509 (1922).

No Notice of New Creditor – 15 U.S.C. § 1641(g) Notice of new creditor - 12 C.F.R. § 1026.39

(1) In general - In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—(A) the identity, address, telephone number of the new creditor; (B) the date of transfer; (C) how to reach an agent or party having authority to act on behalf of the new creditor; (D) the location of the place where transfer of ownership of the debt is recorded; and (E) any other relevant information regarding the new creditor.

(2) Definition - As used in this subsection, the term “mortgage loan” means any consumer credit transaction that is secured by the principal dwelling of a consumer.

Despite two alleged assignments, HSBC never provided a Notice of new creditor. A Notice of new creditor is required by federal law, and Montana laws which require the bank to follow federal laws. In our case, failing to provide notification is evidence of the fact the assignments were felonious and did not actually occur. This corroborates our concerns and claims that HSBC is not the note holder, that HSBC has no standing to bring a complaint against us, and that Wells Fargo was trying to conceal their involvement in this foreclosure. All of this points to fraud and *no right to action can arise out of fraud*.

Montana law needs to be amended to strictly and specifically grant the debtor all rights to require the assignor and assignee to prove any alleged assignments or obligations are true and legitimate. It is unjust to strictly enforce financial obligation on the debtor, but excuse a ghost (especially one with a mile-long rap sheet for mortgage fraud) claiming authority from providing any proof they own a debt. In our case, the assignments were not true, legitimate, or lawful. However, the Court disregarded the evidence presented and refused to allow us to question the assignments or consider evidence the assignments were wrong. This type of judicial prejudice

puts Montana homeowners at unwarranted risk of mortgage and collection abuse. We request the legislature enact a law to protect debtors and true creditors from mortgage fraud and deception. Allowing debtors to question the validity of assignments of mortgages and trust indentures or deeds of trust as defined in MCA Title 71 will not only serve to protect the debtor, but it also protects the rights of the true creditor. Please act quickly on this issue as every day Montana homeowners are losing their homes and properties, many without cause or right. For farmers and ranchers like us, losing a property also translates to losing livelihood.

“the common law rule which permits a debtor to assert against an assignee any ground that renders the assignment void or invalid... The current edition of American Jurisprudence states the same rule more succinctly, while adding the rationale:

The obligor of an assigned claim may defend a suit brought by the assignee on any ground that renders the assignment void or invalid, but may not defend on any ground that renders the assignment voidable only, because the only interest or right that an obligor of a claim has in the assignment is to ensure that he or she will not have to pay the same claim twice. 6 Am.Jur.2d Assignments § 119 (database updated May 2012)...

“foreclosure by the wrong entity does not discharge the homeowner's debt, and leaves them vulnerable to another action on the same note by the true creditor...” *Miller v. Homecomings Financial, LLC*, 881 F. Supp. 2d 825 (S.D. Tex. 2012)

Neither HSBC nor Wells Fargo have acted in Good Faith - MCA § 28-1-211. Implied covenant of good faith and fair dealing. The conduct required by the implied covenant of good faith and fair dealing is honesty in fact and the observance of reasonable commercial standards of fair dealing in trade.

Wells Fargo and HSBC violated this covenant by concealing who holds the note and the alleged assignments, denying any involvement in this foreclosure, refusing to accept payments, preventing performance, not sending a Notice of New Creditor, obtaining and using fraudulent and void assignments to pursue a wrongful foreclosure, failing to provide Notice of Default and opportunity to cure, and other such violations as detailed in documents submitted to Montana courts. Further, Wells Fargo knew we would honor our commitments and were doing everything within our power to correct the default caused solely by their prevention of performance actions. Nonetheless, to mask their abusive debt collection and involvement with mortgage fraud, Wells Fargo turned a blind eye and deaf ear to us and our pleas to take our payments and save our property. Wells Fargo refused to accept our payments, reinstate our loan, and provide us with account records or notations to document their actions. Since Wells Fargo acted unreasonably by denying our justifiable and lawful expectation that they accept our payments and work with us, and Wells Fargo did not observe the reasonable commercial standards documented in, 1) the servicing agreements set forth in the contract that allegedly governs the servicing of our loan, 2) their settlement agreement with the State of Montana, and 3) Montana law, Wells Fargo violated the implied covenant of Good Faith and Fair Dealing. Therefore, HSBC and their alleged Servicer Wells Fargo have violated this covenant; and no Montana court, agency or entity has held them responsible for their actions.

Legislation or the enforcement of legislation already in place is necessary to protect us and our fellow Montana homeowners from abuse, injury and predatory practices such as those

needlessly suffered by our family. An unenforced law is an empty promise that leaves *liberty and justice for all* crying in the streets, brutally assaulted, attacked and victimized without retribution or recourse. If the banks are not required to act in good faith, *there is nothing secure in what anyone may think he has, or will inherit from his father, or yet may leave to his children*. Thus, we find ourselves.

Disclosure Statements Are Not Optional - M.R.Civ.P. 7.1. Disclosure Statement. *A nongovernmental corporate party must... file and serve a disclosure statement with its first appearance, pleading, petition, motion, response or other request addressed to the Court.*

HSBC did not file a disclosure statement with its first appearance in violation of this law. Judge Mike Menahan never required a disclosure statement to be provided despite notification and objection that a disclosure was missing.

It is our understanding the purpose of the disclosure is so that the presiding judge can determine if they have a conflict of interest, i.e. if they have investments in the corporation or any of its subsidiaries. It is a safeguard to protect homeowners from judicial prejudice, overreach, or unjust rulings. It is not ethical to hear a case that can affect your “money” or afford you unjust gain or favor by either party. Certainly, unjust gain could cause an unjust presiding judge to use his power to prejudice the outcome of the case. Therefore, a severe penalty should be imposed for not providing this disclosure. Further, at a bare minimum, the consequence of failing to provide a disclosure should result in the case being stopped until the disclosure is filed. If a party fails to file it within 14 days, the case should be dismissed with prejudice to protect the integrity of the judicial process. This legislature must add consequence to this law or its power to protect is rendered moot.

Conspiracy Theory is Fact – MCA § 45-4-102. Conspiracy. *(1) A person commits the offense of conspiracy when, with the purpose that an offense be committed, the person agrees with another to the commission of that offense.*

HSBC and Wells Fargo have worked together in collusion to defraud our family and steal our ranch. The truth of the matter is Wells Fargo has conspired to attack our entire financial portfolio. This fact becomes glaringly alarming when they successfully committed this fraud with judicial authority and all applicable Montana agencies and entities fully aware of their unlawful actions. PLEASE dictate jurisdiction over both state and national banks and all servicers to stop unlawful actions. PLEASE require specific divisions, departments, and entities to enforce consequence and penalty and grant victims the right to be heard with direction on who must listen and hear.

Maliciousness - MCA § 27-1-221(2) *A defendant is guilty of actual malice if the defendant has knowledge of the facts or intentionally disregards facts that create a high probability of injury to the plaintiff and; (a) deliberately proceeds to act in conscious or intentional disregard of the high probability of injury to the plaintiff; or (b) deliberately proceeds to act with indifference to the high probability of injury to the plaintiff.*

HSBC, Erika Peterman, Wells Fargo, and their accomplices have demonstrated actual, intentional, and directed malice toward us by relentlessly pursuing foreclosure and violating the laws as detailed throughout this document and throughout the entire fight for our home. They are all clearly aware of the true facts of the case and the illegality and unlawfulness of their actions and inactions. Yet, because they believe they can escape any liability or prosecution, they have

willfully ignored and tread upon all laws and governing regulations in place to prevent such predatory and abusive practices. Their actions, inactions and all evidence uncovered demonstrate it is their express intention to cause us irreparable injury and severe, significant and substantial damages. Laws to clarify who, which entity, must hold the state and national banks, along with their servicers accountable for maliciousness, are needed.

Performance Excused – MCA § 28-1-1301. When delay or failure to perform or offer to perform excused. (1) when such performance or offer is prevented or delayed by the act of the creditor...

HSBC and Wells Fargo prevented our performance. They refused to accept our payments, failed to provide proper notifications, refused to work with us in any way, and violated their national settlement agreement with Montana which required them to appoint a SPOC.

“Servicing reforms are a requirement of the settlement agreement and are intended to implement “real reforms in the mortgage servicing industry to end sloppy and fraudulent business practices... and provide new standards for communicating with borrowers and other loss mitigation activities.” *Center for Responsible Lending – Summary of National Mortgage Settlement 3-12-12.pdf* § I. Servicing Reforms. (<https://dojmt.gov/wp-content/uploads/Summary-of-AG-Settlement-3-12-12.pdf>).

Single Point of Contact (SPOC): Bank/servicer to establish a SPOC for communicating with the borrower. The SPOC will be expected to explain available options to borrowers, coordinate documents, inform borrower of status, ensure borrower is considered for all options and have access to those with the ability to stop foreclosure proceedings. <https://dojmt.gov/wp-content/uploads/Summary-of-AG-Settlement-3-12-12.pdf>

Therefore, our performance should be excused; not their performance rewarded with unjust gain, and our voice silenced so HSBC, Wells Fargo, and their accomplices can escape without prosecution.

Result of Prevention of Performance – MCA § 28-1-1302. Effect when performance prevented by creditor. If the performance of an obligation is prevented by the creditor, the debtor is entitled to all the benefits that the debtor would have obtained if the obligation had been performed by both parties.

Per **MCA §§ 28-1-1301 and 1302**, we are entitled to satisfaction of mortgage, and neither HSBC nor Wells Fargo can foreclose, because their actions and inactions clearly prevented our performance. However, even with this law in place, if a Court abuses its discretion and refuses to enforce this law, the bank is free to prevent performance without consequence. In fact, the reality is the banks can prevent performance with full impunity in place. Properties that are secured with deed of trusts, in lieu of a mortgage like ours, are especially at risk as the entire process can be completed without the oversight of any judicial authority.

We were unquestionably prevented from performance and thus have right to all the benefits of full performance. However, the Court refused to consider witness testimony, quashed evidence that corroborated that testimony, and refused to require federally mandated records and account notations that implicate Wells Fargo in wrong doing and prevention of performance

because the Court was unwilling to challenge the bank. No Montana agency has been willing to claim jurisdiction and require the bank to produce federally mandated records that implicate the bank in fraud and prevention of performance in our case. Therefore, for us, the abuse of this law by the court, and the fact jurisdiction over the bank is a cloudy issue with Montana oversight agencies, has rendered this law of no effect and has offered no protection for us.

Just to be clear, we heroically fought to perform our obligations regarding this property. We did not default and did nothing wrong to grant right or cause for foreclosure. We sought help from every Montana agency we are aware of that might have any authority to help us fight Wells Fargo and HSBC's hostile takeover of our property and entire financial portfolio. Both HSBC and Wells Fargo denied involvement with the foreclosure. Thus, we were tossed as a family of hot potatoes from one agency to the next with no one being willing to claim jurisdiction or step up to force Wells Fargo to obey the laws. We had the wherewithal to perform, but not the power to force Wells Fargo to work with us. This legislative body must understand, no authority in Montana wants to touch anything dealing with Wells Fargo. This is wrong. We and all Montana citizens deserve better protection under the law and need your help.

The Montana Settlement Agreement so highly lauded and applauded failed to provide any help, effect, power or protection for our family. Frankly, based on our research and the opinions we have formed, the Montana Settlement Agreement did little to protect Montana homeowners as a whole. Since there is no enforcement, it was little more than a spank on the hand for Wells Fargo, a bonus check for the oversight agencies, and a great publicity opportunity for all involved. In practice and in actuality, it did little more than to protect Wells Fargo from the oversight of the Montana government and offer a lot of political benefit to its authors, sponsors, and endorsers. We realize our words will not be well received on this issue and we are very sorry for any offenses taken. However, the truth is what can set all of us victims free. So, we speak with humility, truth, and fervor as we approach this body and those who crafted and were a part of the agreement. Good intentions and good will are not enough to defeat mortgage fraud and abuse in Montana. There must be power granted and it should be wisely used. Our thanks to those who meant well, but it is an indisputable fact this agreement proved to be absolutely useless for us.

Therefore, we call on this legislative body to ensure the laws you enact are upheld and enforced as intended. We call on you to ensure laws are drafted with such clarification that they cannot be circumvented by abuse of discretion in a courtroom or legal chicanery by the bank or their attorneys. May you pass legislation that must be enforced as intended, for only then can it truly help and protect Montana's citizens from the national banks and unjust rulings. We have met a lot of good people in our journey through the injustice system, but all sent us away powerless to stop the abuse being perpetrated upon us. Please do whatever it takes to stop this abuse in Montana.

In closing on this point, we were prevented from performance and have as much of a right to all the benefits of full performance at this point as we once had the right to perform or Wells Fargo once had the right to require it. Yet, HSBC, Wells Fargo, Erika Peterman, RCO Legal, Northwest Trustee, or whoever the true person foreclosing on our property is, has been granted the unlawful right to sell our property on May 3, 2017. It is time for this nightmare to end.

Trusts Must Consent – MCA § 35-5-201 Creating instrument -- filing -- consent of foreign business trust to laws and service of process. (1) Any business trust seeking to transact business in this state shall file with the secretary of state:

(a) an executed copy of its articles, declarations of trust, or trust agreement by which the trust was created and all amendments or a true copy certified by a trustee of the trust before an official authorized to administer oaths or by a public official of another state, territory, tribe, or country in whose office an executed copy is on file. The true copy must be verified within 60 days before it is filed with the secretary of state.

(b) a verified list of the names, residences, and post-office addresses of its trustees;

(c) an affidavit setting forth its assumed business name, if any.

(2) A foreign business trust shall file a verified application in the office of the secretary of state as provided in the case of foreign corporations under 35-1-1028 and shall file a copy of its articles, declaration of trust, or trust agreement by which it was created, certified by the secretary of state, in the office of the county clerk of the county where its principal office or place of business in this state will be located. The foreign business trust shall also file, at the same time and in the same office, a certificate certifying that it has consented to all the license laws and other laws of the state of Montana relative to foreign corporations and has consented to be sued in the courts of this state, upon all causes of action arising against it in this state and that service of process may be made upon some person, a citizen of this state whose principal place of business is designated in the certificate. Service of process, when made upon the agent, is valid service on the business trust.

Allegedly, our note and mortgage were assigned by Wells Fargo to HSBC as trustee of a foreign business trust. The Montana Supreme Court has held that if a foreign business trust does not register, it cannot legally hold Montana properties. This trust is not registered to do business in Montana. Therefore, it cannot legally hold our note and mortgage and cannot maintain a suit in this state.

Some legislation is needed to require trusts to consent to the laws of Montana and for courts to penalize them if not. The meaning of “Business Trust” as defined in Title 35 Chapter 5 must include trusts that are created as REMIC trusts. REMIC trust property is held and managed by a trustee for the benefit and profit of such persons as are or may become the holders of transferable certificates evidencing beneficial interests in the trust estate. Please provide clearer language regarding REMIC trusts and please define the penalty and enforcement directions for non-compliance. The law is clear if a trust does not register, it cannot legally hold Montana property or maintain a suit in this state, and that retroactive registration is not a remedy. Please clarify this law so no discretion is left up to the court as to penalty or enforcement with all trusts. Also, a debtor must maintain the right to challenge or benefit from any pooling and servicing agreements that arise from their loan being entered into a trust. It is unjust for the bank to allegedly or in actuality, place the note in a trust, violate federal and Montana laws regarding servicing, and create an unconscionable agreement for the debtor without the debtor being able to offer a defense or challenge the legality of such a transfer, assignment or any resulting alleged beneficial interest.

Proof of Authority – MCA § 37-61-402. Production of proof of authority to court. The court or judge, on motion of either party, may require the attorney of the adverse party to produce and prove the authority under which the attorney appears and may stay all proceedings until the

authority is shown and may at any time summarily relieve a party from the consequences of the acts of an unauthorized attorney.

Opposing attorney, Erika Peterman has refused to provide proof of authority that she has been retained by HSBC. HSBC has corporately denied involvement. Her counterpart in the appeal process, Ken Lay of Crowley & Fleck, has provided evidence, a letter to a Supreme Court Justice, that their true client in this matter is Wells Fargo. Her concealment and deception regarding Wells Fargo's involvement has prejudiced our right to due process and has kept Wells Fargo from being forced to comply with their settlement agreement with Montana which does not allow Wells Fargo to foreclose on Montanans without following specific guidelines and processes. If Wells Fargo is truly her client, then she has practiced deception which is a misdemeanor offense and she is also responsible for treble damages. Further, her deception has injured us, prejudiced our case, and denied us opportunity for due process.

In this law, the word "may" should be changed to "shall" – *The court or judge, on motion of either party, **shall** require the attorney of the adverse party...**shall** stay all proceedings... and **shall** at any time...[suggested addition] shall dismiss a party's complaint with prejudice if proof of authority is not produced.*

Amended Pleadings – M.R.Civ.P. 15(a)(2) Other Amendments. *In all other cases, a party may amend its pleading only with the opposing party's written consent or the court's leave. The court should freely give leave when justice so requires.*

Despite our request to amend our pleadings within the Court's authorized schedule, and despite the fact the alleged mortgage documents granted us the right to do so, the Court denied us leave to amend our pleadings. This decision prejudiced us and denied our rights to present any of our defenses and claims against HSBC and Wells Fargo, and is procedurally responsible for the adverse judgment rendered against us.

We filed our amended pleadings as permitted by this Court in its Order to Extend Time. In addition, we informed the Court and opposing counsel of our intention to amend our pleadings in our Motion to Extend Time. In that motion, we stated, "In researching the facts surrounding this case, the Nickersons have uncovered additional irregularities and complexities surrounding the handling and processing of their mortgage which requires more time and expense in order to fully and adequately present their defenses, amended answers, counterclaims, and third-party complaints." Therefore, we were not only well within the time limits prescribed by the Court, but both the Court and opposing counsel knew we intended to amend our pleadings. Further, the Summary Judgment proceedings were timely initiated by us on the issue of standing to preserve our right to allow the Court to determine if HSBC had standing to bring this foreclosure action. Since HSBC had failed to comply with deadlines for witness lists, exhibits, and all other scheduling deadlines, it was inappropriate to then allow them to file a cross-motion for summary judgment prior to any discovery taking place. HSBC did not have any personal experience working with us, nor claim any knowledge of the facts regarding the criminal activities or servicing issues we had with HSBC's alleged servicer Wells Fargo. HSBC did not sign the complaint and no one from HSBC ever verified any evidence in the record. Rather, HSBC communicated in writing they were not responsible for foreclosure, that Wells Fargo was responsible and to contact Wells Fargo regarding the foreclosure action. At the same time, Wells Fargo emphatically told us and Montana oversight agencies they were not foreclosing. Therefore, for the Court to claim it is too late for us to amend our pleadings is an abuse of discretion. HSBC did not request discovery. Thus, HSBC has no knowledge of our underlying claims and defenses

and failed to make any attempt to gain that knowledge. Additionally, HSBC, by their deception regarding involvement, and by and through their alleged Servicer Wells Fargo, prevented us from having opportunity to provide discovery. We requested opportunity to amend to expand the factual record with evidence that implicates HSBC of illegal activity and exposes Wells Fargo's illegal activity and intent to defraud us. Our access to justice was denied. We have been unduly prejudiced in this entire affair because HSBC and their accomplices have not sought the truth nor presented or allowed the truth to be presented regarding this case, and the Court did not allow us to freely amend.

This law says the Court should freely give leave to amend when justice so requires. *A right to act cannot arise from fraud.* Justice requires due process prior to execution of judgment. Please add additional guidance and authority to prevent abuse of discretion on this issue. Some latitude must be afforded when a Montana citizen is being attacked by national banks and their attorneys, whether they have local representation or they are representing themselves pro se. This is a critical issue in maintaining Montana citizen's constitutional rights to self-representation. A Montana citizen has in effect already paid for the laws to be written and for state employees to be entrusted with the task of enforcing those laws. To then make representing themselves an impossibility and require the Montana citizen to have to hire another private citizen (i.e. an attorney) to make everyone do their job is unjust and very unsettling. The laws, if crafted properly, should speak for themselves, and the court should have no discretion but to enforce them no matter whose voice speaks their truth. Please. Look at this, and protect the integrity and enforceability of the truth in Montana. A Montana citizen should be protected from procedural manipulation of the law.

Personal Knowledge is Required to Testify – M.R.Civ.P. 56(e) Affidavits; Further Testimony.

(1) In General. *A supporting or opposing affidavit must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant is competent to testify on the matters stated. If a paper or part of a paper is referred to in an affidavit, a sworn or certified copy must be attached to or served with the affidavit. The court may permit an affidavit to be supplemented or opposed by depositions, answers to interrogatories, or additional affidavits.*

(2) Opposing Party's Obligation to Respond. *When a motion for summary judgment is properly made and supported, an opposing party may not rely merely on allegations or denials in its own pleading; rather, its response must -- by affidavits or as otherwise provided in this rule -- set out specific facts showing a genuine issue for trial. If the opposing party does not so respond, summary judgment should, if appropriate, be entered against that party.*

In support of their motion for summary judgment, HSBC failed to submit any affidavits based upon personal knowledge and failed to submit any verified evidence. Therefore, HSBC did not submit any admissible evidence. Per M.R.Civ.P. 56, a summary judgment affidavit must be made upon personal knowledge and any supporting documents must be authenticated or sworn to. M.R.Civ.P. 56(e)(1). HSBC's Complaint, verified by their attorney, does not pass the personal knowledge test and their unauthenticated account records constitute little more than inadmissible hearsay per the Montana Supreme Court in M.R. Civ.P. 56(e).

"We have previously held that "an attorney's affidavit `is admissible only to prove facts that are within his personal knowledge and as to which he is competent to testify; an affidavit stating what the attorney believes or intends to prove at trial will be disregarded.'"(citations omitted) ... We have extended the personal knowledge requirement to attached exhibits as well. (citation omitted)... We excluded the three documents because "without an affidavit or sworn discovery response of a Ford

employee with personal knowledge of the genuineness, relevance and contents of the documents, the attachments to Ford's brief were little more than inadmissible hearsay." (citations omitted) *Hiebert v. Cascade County*, 2002 MT 233, 311 Mont. 471, 56 P.3d 848 (2002)

Therefore, if the Court would have followed the rules, then HSBC should not have been granted summary judgment and their case should have been dismissed per Rule 56(e)(2). The Court has allowed HSBC to ignore the rules, and, thus, injure us by granting them summary judgment. If the Court will not enforce the rules, we, and all other Montanans have no recourse. Part of this legislative body's responsibility is to ensure laws are carried out as intended. We call on you to act to enforce Montana law.

But They Were All of Them Deceived – MCA § 27-1-712. Liability for damages for deceit. (1)
One who willfully deceives another with intent to induce that person to alter the person's position to the person's injury or risk is liable for any damage that the person suffers.

MCA § 37-61-406. Penalty for deceit. *An attorney who is guilty of any deceit or collusion or consents to any deceit or collusion with intent to deceive the court or a party forfeits to the party injured by the deceit or collusion treble damages. The attorney is also guilty of a misdemeanor.*

As stated previously, HSBC, Wells Fargo and Erika Peterman have intentionally deceived the Court regarding who is foreclosing. If Wells Fargo had disclosed they were foreclosing, then the foreclosure would have been stopped due to their agreements with the Montana Attorney General. Additionally, we would have been able to force Wells Fargo to provide the records that clear our name and prove them to be guilty of mortgage fraud and abusive debt collection. Please establish which Montana agency is responsible for enforcing these laws and require them to do it.

It is Your Duty to Care – MCA § 28-1-201. General duty of care. *Every person is bound, without contract, to abstain from injuring the person or property of another or infringing upon any of another person's rights.*

Based on the violations demonstrated throughout this document, it is apparent neither HSBC nor Wells Fargo have made any attempt to abstain from injuring us or our property or infringe upon our rights.

Unfair Trade Practices – MCA § 30-14-103 Montana Unfair Trade Practices and Consumer Protection Act has been violated by HSBC, among others, in the following ways:

- a. HSBC alleges they are the owners and holders of the Note and Mortgage. However, HSBC never provided to us a Notice of New Creditor pursuant to 15 U.S.C. § 1641(g) which deceived us into thinking Wells Fargo was the creditor and the only entity with authority over our loan.
- b. HSBC attempted to deceive us into thinking they were not foreclosing by stating they were not responsible for foreclosure yet are going forward with pursuing foreclosure.
- c. HSBC has deceived the Court and us by pursuing this foreclosure based on assignments that are void and invalid per New York trust law, case law, and Internal Revenue Code and attempting to gain unjust enrichment by the

foreclosure and sale of our family home and ranch when the only default was and is a result of Wells Fargo not accepting payments.

- d. HSBC through their alleged servicer, Wells Fargo, refused to accept our payments, thereby, forcing a fraudulent default which they acted upon.
- e. HSBC in collusion and conspiracy with Wells Fargo created and caused to be recorded fraudulent and forged assignments. See below.

Forgery – MCA § 45-6-325. Forgery. “(1) A person commits the offense of forgery when with purpose to defraud the person knowingly: (a) without authority makes or alters a document or other object apparently capable of being used to defraud another in a manner that it purports to have been made by another or at another time or with different provisions or of different composition; (b) issues or delivers a document or other object knowing it to have been thus made or altered; (c) possesses with the purpose of issuing or delivering any such document or other object knowing it to have been thus made or altered; or (d) possesses with knowledge of its character any plate, die, or other device, apparatus, equipment, or articles specifically designed for use in counterfeiting or otherwise forging written instruments. (2) A purpose to defraud means the purpose of causing another to assume, create, transfer, alter, or terminate any right, obligation, or power with reference to any person or property. (3) A document or other object capable of being used to defraud another includes but is not limited to one by which any right, obligation, or power with reference to any person or property may be created, transferred, altered, or terminated. (4) A person convicted of the offense of forgery shall be fined not to exceed \$1,500 or be imprisoned in the county jail for any term not to exceed 6 months, or both. If the forgery is part of common scheme or if the value of the property, labor, or services obtained or attempted to be obtained exceeds \$1,500, the offender shall be fined not to exceed \$50,000, or be imprisoned in the state prison for any term not to exceed 20 years, or both.”

According to this law, both assignments from Wells Fargo to HSBC are forged because they were purposefully crafted to defraud us and the world at large with the knowledge that the documents contents were false.

Subpoena Rule – M.R.Civ.P. 45. Subpoena was violated by HSBC. HSBC filed and was granted a motion to quash our subpoena for production of records served upon Wells Fargo. This was in violation of Montana rules, common law, federal requirements, and established judicial procedures. **M.R.Civ.P. 45(d)(3)(A)** states that a motion to quash must be filed timely, and **Rule 45(d)(2)(B)** states the recipient of the subpoena only had 14 days after being served to object. “The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served.” HSBC waited until the day required for production which was 31 days after being served. Therefore, the motion to quash was untimely and should have been denied.

“Under Rule 45(c)(2)(B) [same content as M.R.Civ.P. 45(d)(2)(B)], CDCR and CCI were required to serve their objections either (a) before the time specified for compliance...or (b) 14 days after the subpoena was served... whichever was earlier...(citations omitted) Here the objections should have been served on Plaintiff within fourteen days...and they were not. Accordingly, the Court finds that the objections were untimely.

The failure to timely object usually waives objections, although courts have recognized

an exception where the responding party establishes unusual circumstances and good cause for the failure. (citations omitted) In this case there has been no showing of unusual circumstance or good cause, and the court finds the objections have been waived.” *Avila v. Cate*, No. 1:09-cv-00918-LIO-SKD PC (E.D. Cal. 2013)

Further, HSBC was not subpoenaed. Thus, it was not HSBC’s duty or right to respond. “A motion to quash ordinarily ‘should be made by the person from whom the documents...are requested,’ and parties lack standing to challenge a subpoena issued to nonparties unless they claim a personal right or privilege in the material. 9A CHARLES A. WRIGHT & ARTHUR MILLER, FED. PRACTICE AND PROCEDURE § 2463:1, see also...(collecting cases).” *Webster v. NORTHWEST CANCER SPECIALISTS, P.C.*, No. 3:11-cv-01543-MO. (D. Oregon, 2012).

The subpoena rule should be amended to state only the party who is served the subpoena may object to it and that strict adherence to the rule must be required.

In closing, we have sought justice not only through the judicial system but with every Montana Agency that we could find or thought could help. We have talked to Attorney General Tim Fox and numerous others under his department including Chuck Munson and Mike Palzes in the Department of Consumer Protection; Jesse Laslovich, former Chief Counsel for the state auditor’s office, Lynne Egan, Shanni Barry, Kris Hansen, and various others in the auditor’s office; the Secretary of State’s Office; Chris Romano and others at the Division of Banking and Financial Institutions; office of the County Attorney; and other such entities. Though some have communicated sympathy toward our cause, all cited jurisdictional limitations as a reason they could not help. Their inability or unwillingness to help has left us without an advocate in the law or effective advocates in those commissioned and paid to enforce the law. There is a very large loophole in fighting mortgage fraud. The banks and their accomplices know it, and are exploiting its resulting weakness. Please stop the abuse and end the victimization of Montana homeowners.

Justice requires the sheriff’s sale of our home that is scheduled for May 3, 2017, be stopped immediately. This is our home. We want to keep it. We have and have always had the wherewithal to keep it. This attack on our entire financial portfolio and family ranch by Wells Fargo and their accomplices did not have to happen to us. It could have been prevented had the laws been more clear, less discretion been left up to the Montana Courts, and enforcement of the laws already in place required. We have demonstrated throughout this document that Montana laws and rules have been violated by HSBC and Wells Fargo in our case. In most instances, it is unclear which Montana authority can, should, or is required to act to hold the banks accountable for their flagrant violations. Therefore, we respectfully ask the Montana Legislature to review the laws cited above; provide clarification and direction to our Montana courts and agencies where appropriate; and create new laws to protect Montana homeowners from the extreme, severe, and substantial abuse we have suffered.

Our family is available to discuss this matter and any proposed legislation with you in more detail if it can help us or our fellow Montanans protect our property rights. We have spent years fighting this horrific nightmare so our story is much too long to share in a document this size. Our objective has been to focus on how you can help to prevent this from happening to others. Having said that, we are more than willing to share our story; our documentation; articles to quantify the widespread corruption and fraud perpetrated by the banks who have attacked us;

nationwide foreclosure cases that convict Wells Fargo and their accomplices of habitual criminal actions toward innocent homeowners; applicable local, state and federal laws; what we have uncovered; and what we have learned. We can be reached via telephone at [REDACTED] email at [REDACTED] or postal mail at [REDACTED]

[REDACTED] The obligation to protect, restore, preserve and enforce justice is clearly within your legislative responsibilities. We, the Nick and Donna Nickerson family, cannot enter the halls of the House or Senate to speak, to propose legislation, or to vote on behalf of justice. This opportunity and duty rests on your shoulders. May you carry it with integrity and with a proper regard for the trust placed in you.

All it takes for evil to prosper is for good men, and women, to do nothing.

Because it could happen to you and all Montanans,

The Nick and Donna Nickerson Family

...and having done all, to stand.