

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

FILED
2008 JUL 16 AM 11:27
CLERK OF COURT

In re: : Chapter 11
: Case No. 08-12229 (MFW)
:
WASHINGTON MUTUAL, INC., et al., : (Jointly Administered)
:
Debtors. : Hearing Date: July 27, 2008 at 2:00 pm
: Objection Deadline: July 16, 2008 at 4 pm
:

RESPONSE BY CLAIMANT/CREDITOR VINCENT ROGGIO TO DEBTORS' SIXTH OMNIBUS (SUBSTANTIVE) OBJECTION TO CLAIMS

Claimant/Creditor Vincent Roggio ("Roggio") hereby responds to the Objection to the Sixth Omnibus (Substantive) Objection to Claims ("the Objection") filed by Debtors Washington Mutual, Inc. and WMI Investment Corp. (collectively "Debtor"), as the Objection pertains to the claim of Roggio, designated as Claim No. 756, in the sum of \$ 9,000,000.00. In support of the within Response, Roggio respectfully represents as follows:

FACTUAL BACKGROUND

1. Vincent Roggio is an individual residing at 140 Rumson Road, Rumson, New Jersey 07760. Roggio was sued by Washington Mutual Bank in connection with a foreclosure proceeding in the Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. F-10850-06. On or about August 20, 2008 Roggio filed a counterclaim against Washington Mutual Bank for breach of a settlement agreement and for compensatory and punitive damages in connection with said action, the approximate amount of which is \$ 9,000,000.00.

2. On September 26, 2008, the Debtors filed voluntary cases pursuant to Chapter 11 of Title 11 of the United States Code. By Order dated October 3, 2008, the



Court ordered the joint administration of the cases in accordance with Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

3. On or about January 14, 2009, Roggio filed a Proof of Claim in the within bankruptcy proceeding as it relates to the Docket No. F-10850-06. A copy of the Proof of Claim is attached hereto as Exhibit A.

4. Prior to the filing of the within case, Washington Mutual Bank was owned by WMI, a savings and loan holding company overseen by the Office of Thrift Supervision and the Federal Deposit Insurance Corporation ("FDIC").

5. On September 25, 2008, the FDIC was appointed by the Director of the Office of Thrift Supervision as receiver for Washington Mutual Bank, which was effectively closed on that date.

6. In addition to the proof of claim filed in the within bankruptcy proceeding, Roggio also filed a claim in connection with the FDIC receivership proceedings on or about January 14, 2009. A copy of the FDIC Claim is attached hereto as Exhibit B.

7. The substance of the bankruptcy Proof of Claim and the FDIC Claim are the same. The FDIC is in the process of reviewing Roggio's claim and has requested an extension until January 16, 2010 to make a determination as to its disposition. A copy of the FDIC extension request letter dated June 4, 2009, and countersigned and granted by Roggio on June 11, 2009, is attached hereto as Exhibit C.

8. Roggio believes that his claim is within the jurisdiction of the FDIC receivership proceedings, however he has filed a claim in the bankruptcy proceedings in the event that the FDIC receiver ultimately decides that Roggio's claim belongs in the bankruptcy case.

Claim Objections

9. The Debtors' filed an Objection to Roggio's claim on or about June 26, 2009, stating that the claim "relates to an action pending between WMB and claimant. WMB is the counterclaim defendant in the subject litigation. Neither Debtor is a party to the lawsuit and, therefore, has no liability with respect thereto." See Objection, Exhibit A, Page 12.

10. As per Exhibit C, referenced above, the FDIC has not yet made a determination as to Roggio's claim in the receivership proceedings and will not render a decision until January 16, 2010.

Response

11. Debtors' Objection with respect to Roggio's claim is premature and cannot be granted at this time. The Debtors' Objection is based on the conclusory statement that Debtors have no liability because they are not a party to Roggio's lawsuit, however Debtors offer no evidence in support of their argument.

12. Moreover, Roggio does not have access to any documents that would confirm the Debtors' position. He has been sued by Washington Mutual Bank and does not know what entity will continue to prosecute the foreclosure case against him, and against whom he will have a counterclaim. He cannot act in a vacuum.

13. Roggio has pursued all of the avenues available to him by asserting claims in both the bankruptcy and FDIC receivership proceedings. The FDIC claim is still under review and will not be decided until January 16, 2010, at the latest.

14. Upon receiving notification of the FDIC's decision, Roggio will notify the Bankruptcy Court accordingly. The Debtors will not be prejudiced by a six-month adjournment of their Objection pending the outcome of the FDIC review.

Conclusion

WHEREFORE, Claimant/Creditor Vincent Roggio respectfully requests that the Court enter an order: (a) adjourning the Objection until a date after January 16, 2010 and pending the FDIC's determination as to the allowance of Roggio's claim in the receivership proceedings; (b) granting the Objection and expunging Roggio's claim subject to the preservation of Roggio's right to reassert the claim in the event that the FDIC disallows his claim; or (c) denying the Objection as to Roggio's claim; and for such other and further relief as the Court deems just and proper.

Dated: Ocean, New Jersey
July 15, 2009



Harold Goldman (HG3497)
ANSELL ZARO GRIMM & AARON, P.C.
1500 Lawrence Avenue
Ocean, New Jersey 07712
Tel: (732) 922-1000
Fax: (732) 922-6161
Attorneys for Claimant/Creditor
Vincent Roggio

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

FILED
2009 JUL 15 10:11:10
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: : Chapter 11
: Case No. 08-12229 (MFW)
:
WASHINGTON MUTUAL, INC., et al., : (Jointly Administered)
:
Debtors. : **PROOF OF SERVICE**
:

I am an associate at the law firm of Ansell Zaro Grimm & Aaron PC, attorney for Claimant/Creditor Vincent Roggio. My business address is 1500 Lawrence Avenue, Ocean, New Jersey 07712. I am a resident of the State of New Jersey and over the age of eighteen years and not a party to the within action. On July 15, 2009, I served the following document:

RESPONSE BY CLAIMANT/CREDITOR VINCENT ROGGIO TO DEBTORS' SIXTH OMNIBUS (SUBSTANTIVE) OBJECTION TO CLAIMS

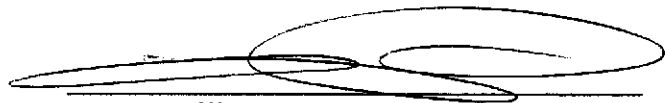
by Federal Express overnight mail delivery by placing the document in a sealed overnight envelope and depositing it for overnight delivery at 1500 Lawrence Avenue, Ocean, New Jersey, on this date, addressed as set forth below.

Clerk of Court
United States Bankruptcy Court
District of Delaware
824 North Market Street, 3rd Floor
Wilmington, DE 19801

Marcia L. Goldstein, Esq.
Brian S. Rosen, Esq.
Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Co-Counsel for Debtor

Mark D. Collins, Esq.
Chun I. Jang, Esq.
Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Co-Counsel for Debtor

Executed July 15, 2009, at Ocean, New Jersey.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Lynne Petillo, Esq.

EXHIBIT A

ANSELL ZARO GRIMM & AARON

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

1500 LAWRENCE AVENUE

CN7807

OCEAN, NEW JERSEY 07712

732-922-1000

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732-922-6161

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JASON S. KLEIN^a
MELANIE J. SCROBLE
BARRY M. CAPP^{a*}
LYNNE PETILLO
DOUGLAS A. DAVIE^a
GREG S. GARGULINSKI^a
ANDREW J. PROVENCE^a
HUSSAM CHATER^a
BRIDGET K. DORNEY^a
SYLVIA S. COSTANTINO^a

COUNSEL
GORDON N. LITWIN
ROBERT I. ANSELL
LISA GOLDWASSER^a

LICENSED ALSO IN:
a D.C. • MA • N.Y.
o PA • FL

† FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS

‡ CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

§ CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CRIMINAL
TRIAL ATTORNEY

DAVID K. ANSELL[†]
RICHARD B. ANSELL[‡]
JEROLD L. ZARO^a (RETIRED)
PETER S. FALVO, JR.
JAMES C. AARON
PETER B. GRIMM
MITCHELL J. ANSELL
BRIAN E. ANSELL
ALLISON ANSELL RYAN^{a*}
MICHAEL V. BENEDETTO
HAROLD GOLDMAN
DAVID B. ZOLOTOROF
DONNA L. MAUL
RICK BRODSKY^a
LAWRENCE H. SHAPIRO^{a*}
ROBERT A. HONECKER, JR.^{a*}
EDWARD J. AHEARN^o
JENNIFER S. KRIMKO
GEORGE C. WHITMORE
FREDERICK C. RAFFETTO^o

IN MEMORIAM:
LEON ANSCHELEWITZ (1929-1986)
MAX M. BARR (1929-1993)
MILTON M. ABRAMOFF (1935-2004)
STEVEN J. BRODMAN (2004-2006)

January 14, 2009

Sent via Federal Express

Washington Mutual Claims Processing
c/o Kurtzman Carson Consultants
2335 Alaska Avenue
El Segundo, CA 90245

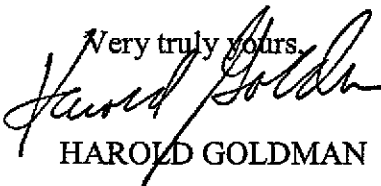
Re: Case No. 08-12229
Vincent Roggio Claim Filing

Dear Sir/Madam:

This firm represents Vincent Roggio with regard to the filing of proof of claim against Washington Mutual in this matter. Enclosed please find Mr. Roggio's original Claim with proofs attached.

I have also enclosed a copy of this entire filing along with a return envelope. Kindly stamp the copy as "filed" and return to me as indicated.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

HAROLD GOLDMAN

HG/lp
Enc.
cc: Vincent Roggio

Celebrating Our 79th Anniversary

From: Origin ID: BLMA (732) 922-1000
Lynne Pafillo
Ansell Zaro Grimm & Aaron, PC
1500 Lawrence Avenue
CN7807
Ocean, NJ 07712



J8911981232823

Ship Date: 19JAN09
Act/Wgt: 1.0 LB
CAD: 2847741/NET9011
Account#: S *****

Delivery Address Bar Code



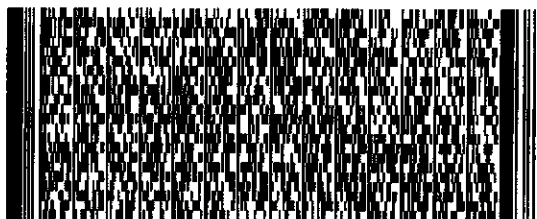
Ref # 66988-1
Invoice #
PO #
Dept #

SHIP TO: (866) 381-9100 **BILL SENDER**
Washington Mutual Claims Processing
c/o Kurtzman Carson Consultants
2335 ALASKA AVE

EL SEGUNDO, CA 90245

TRK# 7972 6180 8973
0201

TUE - 20JAN A1
PRIORITY OVERNIGHT



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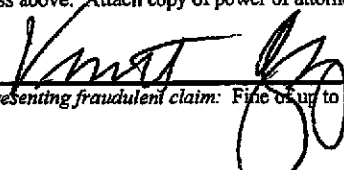


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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: WASHINGTON MUTUAL, INC.		Case Number: 08-12229
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): VINCENT ROGGIO		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: HAROLD GOLDMAN, ESQ. ANSELL ZARO GRIMM & AARON PC 1500 LAWRENCE AVENUE, OCEAN, NJ 07712		Court Claim Number: _____ <i>(If known)</i>
Telephone number: (732) 922-1000		Filed on: _____
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number:		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>9,000,000.00</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: <u>Lawsuit Counterclaim</u> <i>(See instruction #2 on reverse side.)</i>		
3. Last four digits of any number by which creditor identifies debtor: <u>3725</u> 3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i>		
4. Secured Claim <i>(See instruction #4 on reverse side.)</i> Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate: % _____ Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side.)</i> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>01/14/09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. 		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

ANSELL ZARO GRIMM & AARON
1500 Lawrence Avenue
CN 7807
Ocean, New Jersey 07712
(732) 922-1000
Attorneys for Defendant, Roggio

WASHINGTON MUTUAL BANK f/k/a
WASHINGTON MUTUAL BANK, F.A.,

Plaintiff,

v.

VINCENT ROGGIO; CALLIE LASCH
ROGGIO; ANTHONY Z. EMMANOUIL;
EUGENIA K. EMMANOUIL; WEST BELT
AUTO SUPPLY, INC.; ZACHARY A.
EMMANOUIL, ESQ.; WACHOVIA BANK,
N.A.;

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY

DOCKET NO. F-10850-06

CIVIL ACTION

ANSWER TO COMPLAINT FOR
FORECLOSURE, AMENDMENT TO
FORECLOSURE COMPLAINT
AND SECOND AMENDMENT TO
FORECLOSURE COMPLAINT AND
COUNTERCLAIM

Defendants Vincent Roggio and Callie Lasch Roggio, by way
of Answer to Plaintiff's Complaint and Amendments thereto, say:

FIRST COUNT
(COMPLAINT IN FORECLOSURE)

1. Defendants Roggios are without sufficient knowledge
or information to admit or deny the allegations and, hence,
leave Plaintiff to its proofs.

2. Defendants Roggios are without sufficient knowledge
or information to admit or deny the allegations and, hence,
leave Plaintiff to its proofs.

3. Admitted.

4. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

5. The documents comprising the agreement speak for themselves and Defendants Roggios rely thereon in response thereto.

6. (a) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

(b) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

(c) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

7. The documents comprising the agreement speak for themselves and Defendants Roggios rely thereon in response thereto.

8. Defendants Roggios admit that they have not remitted payments as designed in the subject loan documents, but aver that the non-payments occurred with the knowledge and consent of Plaintiff because Plaintiff was aware of the harm and damage it had caused Defendants Roggios by reason of its negligent reportings to the major credit bureaus.

9. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

10. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

WHEREFORE, Defendants Roggios demand judgment dismissing the First Count of the Complaint For Foreclosure, together with the award of costs, attorney's fees and other relief deemed just and equitable by the Court.

SECOND COUNT
(COMPLAINT IN FORECLOSURE)

1. Denied.

2. Denied.

WHEREFORE, Defendants Roggios demand judgment dismissing the Second Count of the Complaint For Foreclosure, together with the award of costs, attorney's fees and other relief deemed just and equitable by the Court.

AMENDMENT TO FORECLOSURE COMPLAINT

1. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

2. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence,

leave Plaintiff to its proofs.

3. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

4. Admitted.

5. 6(d) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

6(e) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

SECOND AMENDMENT TO FORECLOSURE COMPLAINT

1. Admitted.

2. 6(f) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

COUNTERCLAIM

Defendants/Counterclaimants Vincent Roggio and Callie Lasch Roggio, by way of Counterclaim against the Plaintiff, say:

1. Sometime in 2006 the Defendants Roggios were served with copies of the Complaint For Foreclosure and Amendment To Foreclosure (collectively "Complaint").

2. After being served with the Complaint the Defendants

Roggios entered an appearance, pro se, and raised several defenses germane to the subject of the foreclosure action.

3. By reason of raising the defenses the parties to the captioned matter were summoned to appear in the Superior Court of New Jersey, Chancery Division, Monmouth County, before the Honorable Alexander D. Lehrer, P.J.Ch., on January 25, 2007.

4. On January 25, 2007, Richard Haber, an attorney with the law firm of Zucker Goldberg & Ackerman, appeared in court on behalf of the Plaintiff.

5. On January 25, 2007 Defendant Vincent Roggio, pro se, appeared in court to represent the Roggios' interests in the litigation.

6. During the said court session, Judge Lehrer urged Haber and Roggio to discuss a resolution of the issues presented by Defendants Roggios and pursuant thereto they proceeded to exit the courtroom and engage in discussions which addressed Roggios' claims.

7. Haber and Roggio negotiated terms of a settlement and thereafter, before Judge Lehrer, placed the terms on the court record. In exchange for commitments made by Plaintiff, through Haber, the Roggios agreed not to pursue their claims in opposition to the foreclosure actions (a second foreclosure action concerning a separate property bearing Docket No. F-10401-06 were merged for purposes relevant hereto).

8. The Plaintiff and Roggios are currently engaged in a dispute as to the agreed upon terms and the fulfillment of the obligations undertaken by the parties in the settlement. The resolution of said dispute is pending in the Chancery Division, Monmouth County.

9. Notwithstanding the outcome of the said dispute, the Roggios aver that Plaintiff breached the obligations it undertook in the settlement, the terms of obligation being a precondition for Plaintiff proceeding, inter alia, with the captioned foreclosure action.

10. As a result of the said breach by Plaintiff, the Roggios have sustained substantial damages and will continue to incur damages with the passage of time.

WHEREFORE, Defendants/Counterclaimants demand judgment against Plaintiff on their Counterclaim as follows:

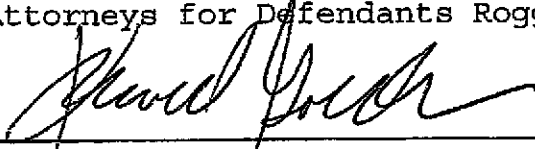
1. Declaration that Plaintiff breached the settlement agreement reached on January 25, 2007;
2. Compensatory damages;
3. Punitive damages;
4. By reason of Plaintiff's said breach, the reinstatement of the defenses they raised which resulted in the said settlement;
5. The staying of action on behalf of Plaintiff in pursuit of the foreclosure action until further Order of the

Court.

6. Award of attorney's fees, court costs, and other relief deemed just and equitable by the Court.

ANSELL ZARO GRIMM & AARON
Attorneys for Defendants Roggios

BY:



HAROLD GOLDMAN
A Member of the Firm

Dated: August 20, 2008

F:\USERS\msmith\HG\Roggio\Washington Mutual\Answer.doc

ANSELL ZARO
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ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOFF. ACKERMAN

RICHARD P. HABER §
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS *
STEVEN D. KROI.
ERIC SANTOS *
ANTHONY J. RISALVATO †
CHRISTOPHER G. FORD

- * ALSO MEMBER OF NY, PA AND CA BAR
- § ALSO MEMBER OF PA BAR
- * ALSO MEMBER OF NY AND ME BAR
- ALSO MEMBER OF NY AND PA BAR
- † ALSO MEMBER OF NY BAR
- MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. □
KIMBERLY A. BONNER, ESQ. □

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com
For payroll reinstatement figures
please send your request to: zuckergoldberg.com/pr
REPLY TO NEW JERSEY ADDRESS

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1928-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office:
P.O. Box 650
Hershey, PA 17033
717-333-3560
Ext: 717-533-3562

August 4, 2008

FCZ -77204

Vincent Roggio
140 Rumson Road
Rumson, NJ 07760

Callie Lasch Roggio
140 Rumson Road
Rumson, NJ 07760

Zachary A. Emmannouil, Esq.
C/O Scarinci & Hollenbeck, L.L.C.
1100 Valley Brook Avenue
Lyndhurst, NJ 07071

Re: Washington Mutual Bank f/k/a Washington Mutual
Bank, FA
vs. Vincent Roggio, et al.
Docket No. F-10850-06

To The Above Named Addressees:

We enclose for service upon you a copy of the 2nd Amendment to Foreclosure Complaint with regard to the above captioned foreclosure matter.

Very truly yours,

By 
LEONARD B. ZUCKER

LBZ/sgil
Enclosures
Process Server & Certified Mail - Return Receipt Requested
cc: Regular Mail With Enclosure

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

RCZ 77204/bm

FILED:

ZUCKER, GOLDBERG & ACKERMAN
Attorneys for Plaintiff
200 Sheffield Street, Suite 301
P.O. Box 1024
Mountainside, New Jersey 07092-0024
1-908-233-8500

RECEIVED/FILED
SUPERIOR COURT

2008 JUN 21 P 12:39

WASHINGTON MUTUAL BANK F/K/A
WASHINGTON MUTUAL BANK, FA

Plaintiff,

vs.

VINCENT ROGGIO, his/her heirs, devisees, and
personal representatives, and his, her, their or any of
their successors in right, title and interest; STATE OF
NEW JERSEY; MRS. ROGGIO, WIFE OF
VINCENT ROGGIO;

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY
DOCKET NO. F-

10850-06

Civil Action

COMPLAINT
FOR
FORECLOSURE

Washington Mutual Bank F/K/A Washington Mutual Bank, Fa, having its principal place of
business at the plaintiff in the above entitled cause, says:

FIRST COUNT

1. On 4/25/2005, Vincent Roggio executed to Washington Mutual Bank, Fa an obligation (Note) to secure the sum of \$3,300,000.00, payable on 5/1/2035 with the initial interest rate of 7.628% per annum.

2. To secure the payment of the aforesaid obligation, Vincent Roggio executed to Washington Mutual Bank, Fa, a Mortgage dated 4/25/2005, and thereby mortgaged to Washington Mutual Bank, Fa in fee the land hereinafter described. Said Mortgage was duly recorded on 6/10/2005 12:00:00AM, in the OFFICE OF THE CLERK OF MONMOUTH COUNTY, in Mortgage Book OR-8468, Page 5577.

3. The mortgaged premises are described as follows:

ALL the following described property located in the Borough of Rumson, County of Monmouth, State of New Jersey:

COMMONLY known as 140 Rumson Road, Rumson, NJ 07760.

BEING also known as Lot , Block on the tax map of the Borough of Rumson.

THIS is a Purchase Money Mortgage.

4. The holder of the obligation and Mortgage referred to in paragraphs 1 and 2 above assigned said obligation and Mortgage as follows:

NONE

5. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, should at the option of the above named mortgagee or the heirs, executors, administrators, representatives or assigns, become immediately due and payable.

6. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in

paragraph #2 above:

6a. MRS. ROGGIO, WIFE OF VINCENT ROGGIO is made a party defendant to this foreclosure action because she is the wife of record owner, VINCENT ROGGIO, and for any lien, claim or interest she may have in, to or against the mortgaged premises, including her dower or possessory interest, if any.

6b. The STATE OF NEW JERSEY is being made a party defendant to this foreclosure action for any lien, claim or interest it may have in, to or against the mortgaged premises.

6c. In the event plaintiff is unable to determine the present whereabouts of defendant(s), Vincent Roggio, or ascertain if he/she/they is/are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Vincent Roggio, his/her/their heirs, devisees and personal representatives, and his/her/their or any of their successors in right, title and interest.

7. Pursuant to the terms of the obligation referred to in paragraph #1 above (the terms of which are incorporated in the Mortgage referred to in paragraph #2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are superior to the lien of the Mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and Mortgage, are to be added to the amount due on the obligation and Mortgage. The obligee may be required to pay such liens during the pendency of this action and will demand that such payments so made by said obligee or assignee be added to the Mortgage debt as aforesaid.

8. The defendant named in paragraph #1 above, or the grantee or grantees, if any, of said defendant, have defaulted in making the payments to the plaintiff herein as required by the terms of the obligation and Mortgage referred to in paragraphs #1 and #2 above, and said payments have remained unpaid for more than 30 days from the date the said payments were due, and are still unpaid. Plaintiff, herein, by reason of said defaults, elected that the whole unpaid principal sum due on the aforesaid obligation and Mortgage referred to in paragraph #1 and #2 above, with all unpaid interest and advances made thereon, shall now be due.

9. Plaintiff has complied with its provisions of the "Fair Foreclosure Act" (Chapter 244 of the 1995 Laws of New Jersey) by serving the residential mortgage debtor the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

10. Any interest or lien on the premises described in paragraph #3 above which the mortgagors named in paragraph #2 above or the grantees of said mortgagors, or which subsequent encumbrances or lien holders, if any, named in paragraph #6 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the Mortgage set forth in paragraph #2 above which Mortgage is held by the plaintiff herein.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph #2 above;
- (b) Barring and foreclosing the defendant and each of them of all equity of redemption in and to the aforesaid lands;
- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the Mortgage set forth in paragraph #2 above together with interest and costs;
- (d) Adjudging that the lands described in paragraph #3 above be sold according to the law to satisfy the amount due to plaintiff on the Mortgage set forth in paragraph #2 above;
- (e) Appointing a receiver of the rents, issues and profits of the land described in paragraph #3 above.

SECOND COUNT

1. By the terms of the Note and Mortgage referred to in paragraphs #1 and #2 of the First Count of this Complaint, the plaintiff herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph #3 of the First Count herein.

2. The defendants named in paragraph #1 and paragraph #6 of the First Count of this Complaint have or may claim to have certain rights in the premises described in paragraph #3 of the First Count of this Complaint and by reason thereof have deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the plaintiff demands judgment against the defendants except those persons protected under N.J.S.A. 2A:18-61.1, et. seq:

(a) for possession of said premises in favor of plaintiff or its assignee or any purchaser at the foreclosure sale;

(b) for costs.

ZUCKER, GOLDBERG & ACKERMAN
Attorneys for Plaintiff

By: Leonard B. Zucker
LEONARD B. ZUCKER
MEMBER OF THE FIRM

DATED: June 21, 2006

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of our knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

ZUCKER, GOLDBERG & ACKERMAN
Attorneys for Plaintiff

By: Leonard B. Zucker
LEONARD B. ZUCKER
MEMBER OF THE FIRM

DATED: June 21, 2006

10101 P.25

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT. (the act),
15 U.S.C. SECTION 1601 AS AMENDED

**THIS IS AN ATTEMPT TO COLLECT A
DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

1. The amount due on the debt, as of 04/25/2005, is the sum of \$3,300,000.00. This sum does not include foreclosure fees and costs or any payments received or advances made after that date.
2. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage and note, will be assumed to be valid by the creditor's law firm, unless debtors, within thirty (30) days after receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.
3. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
4. If the creditor who is named as plaintiff in the attached summons and complaint, is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
5. Written request should be addressed to Zucker, Goldberg & Ackerman, 200 Sheffield Street, Suite 301, P.O. Box 1024, Mountainside, New Jersey 07092-0024. Please refer to our file number, which is FCZ 77204.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

FCZ 77204/rj
 ZUCKER, GOLDBERG & ACKERMAN
 Attorneys for Plaintiff
 200 Sheffield Street, Suite 301
 P.O. Box 1024
 Mountainside, New Jersey 07092-0024
 1-908-233-8500

Washington Mutual Bank f/k/a Washington Mutual Bank, FA : SUPERIOR COURT OF NEW JERSEY
 : CHANCERY DIVISION
 : MONMOUTH COUNTY
 : DOCKET NO. F-10850-06

Plaintiff,

vs.

Civil Action

Vincent Roggio and Callie Lasch Roggio,
 his wife, Anthony Z. Emmanouil, Eugenia
 K. Emmanouil, Zachary A. Emmanouil,
 Esq., and each of their heirs, devisees, and
 personal representatives, and his, her, their
 or any of their successors in right, title and
 interest;
 West Belt Auto Supply, Inc.; Zachary A.
 Emmanouil, Esq.; STATE OF NEW
 JERSEY;

**AMENDMENT TO
 FORECLOSURE COMPLAINT**

Defendants.

Plaintiff, Washington Mutual Bank f/k/a Washington Mutual Bank, FA, does hereby
 file the following Amendment to Foreclosure Complaint in the above entitled foreclosure action:

1. The caption of the foreclosure Complaint is hereby amended to read as set forth above.

2. Paragraph 1 of the First Count of Plaintiff's Complaint is hereby amended to read as follows:

On 04/25/2005, Vincent Roggio and Callie Lasch Roggio executed to Washington Mutual Bank, FA an obligation (Note) to secure the sum of \$3300000.00, payable on 05/01/2035 with the initial interest rate of 7.6280% per annum.

3. Paragraph 2 of the First Count of Plaintiff's Complaint is hereby amended to read as follows:

To secure the payment of the aforesaid obligation, Vincent Roggio and Callie Lasch Roggio, executed to Washington Mutual Bank, FA a Mortgage dated 04/25/2005, and thereby mortgaged to Washington Mutual Bank, FA in fee the land hereinafter described. Said Mortgage was duly recorded on 06/10/2005, in the OFFICE OF THE CLERK OF MONMOUTH COUNTY, in Mortgage Book OR-8468, Page 5577.

4. The description of the mortgaged premises, as found in Paragraph 3 of the First Count of Plaintiff's Complaint, is hereby amended as follows:

SCHEDULE "A"-LEGAL DESCRIPTION

ALL the following described property located in the Borough of Rumson, County of Monmouth, State of New Jersey, being more particularly described as follows:

BEING the same premises conveyed to Vincent Roggio by Deed dated April 18, 2002 and recorded May 15, 2002 in Deed Book OR-8106, page 4496, in the Office of the Clerk of Monmouth County.

COMMONLY known as 140 Rumson Road, Rumson, NJ, 07760.

BEING also known as Lot 18, Block 88 on the tax map of the Borough of Rumson.

BEGINNING at the intersection of the Northerly line of Rumson Road with the Easterly line of Buena Vista Avenue being the southwest corner of the whole tract of which the hereinafter described tract of land is a part; thence

(1) along the Easterly line of said Buena Vista Avenue, North 35 degrees 33 minutes West, 394.78 feet to land now or formerly of Madeline C. Lafon; thence

(2) along said land now or formerly of said Madeline C. Lafon, North 68 degrees East, 387.17 feet to a point; thence

(3) South 32 degrees East 9.97 feet to a point; thence

(4) South 24 degrees 37 minutes East, 378.07 feet to a point in the Northerly line of said Rumson Road; thence

(5) Southwesterly along the Northerly line of said Rumson Road, 360 feet to the point or place of **BEGINNING**.

5. Paragraph 6 of the First Count of the Complaint is hereby amended to include the following additional sub-paragraphs:

6d. On March 10, 2006, a Notice of Lis Pendens was filed in the Office of the Clerk of Monmouth County in Book OR-8547, Page 8711, on behalf of Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq., stating that a foreclosure action had been instituted in the United States District Court for the District of New Jersey entitled, Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq. vs. Vincent Victor Roggio, et al, Civil Action No. 06-1068, the object of which is to foreclose a mortgage interest/lien. No record of a recorded Mortgage held by Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq., was found.

6e. In the event plaintiff is unable to determine the present whereabouts of defendants, Anthony Z. Emmanouil, Eugenia K. Emmanouil and Zachary A. Emmanouil, Esq. or ascertain if they are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Anthony Z. Emmanouil, Eugenia K. Emmanouil and Zachary A. Emmanouil, Esq., and each of their heirs, devisees, and personal representatives, and his, her, their or any of their successors in right, title and interest.

ZUCKER, GOLDBERG & ACKERMAN

Milica Fatovich

BY: _____

MILICA FATOVICH
FOR THE FIRM

Dated: June 29, 2006

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FCZ 77204/ncp
 ZUCKER, GOLDBERG & ACKERMAN, LLC
 Attorneys for Plaintiff
 200 Sheffield Street, Suite 301
 P.O. Box 1024
 Mountainside, New Jersey 07092-0024
 1-908-233-8500

Washington Mutual Bank f/k/a Washington Mutual Bank, FA	:	SUPERIOR COURT OF NEW JERSEY
	:	CHANCERY DIVISION
	:	MONMOUTH COUNTY
	:	DOCKET NO. F-10850-06
Plaintiff,	:	
	:	<u>Civil Action</u>
vs.	:	
	:	SECOND
Vincent Roggio; Callie Lasch Roggio;	:	AMENDMENT TO
Anthony Z. Emmanouil; Eugenia K. Emmanouil;	:	FORECLOSURE COMPLAINT
West Belt Auto Supply, Inc.;	:	
Zachary A. Emmanouil, Esq.; Wachovia Bank, N.A.;	:	
	:	
Defendants.	:	

Plaintiff, Washington Mutual Bank f/k/a Washington Mutual Bank, FA, does hereby file the following Second Amendment to Foreclosure Complaint in the above entitled foreclosure action:

1. The caption of the foreclosure Complaint and Amendment to Foreclosure Complaint is hereby amended to read as set forth above.

2. Paragraph 6 of the First Count of the Complaint and Amendment to Foreclosure

Complaint is hereby amended to include the following additional sub-paragraph:

6f. On 03/15/05, Vincent Roggio mortgaged the premises being foreclosed herein to Wachovia Bank, N.A.. to secure the sum of \$850,000.00, which mortgage was recorded on 04/28/05, Book OR-8456 of Mortgages, Page 714 for Monmouth County. Plaintiff hereby claims priority and superiority over the lien of this mortgage by reason of an Order entered by the Honorable Thomas V. Cavanaugh, P.J.Ch., on April 24 2008 which finds that Washington Mutual Bank has priority over the lien of the aforementioned mortgage held by Wachovia Bank, N.A.. A copy of said Order is attached hereto and made a part hereof.

ZUCKER, GOLDBERG & ACKERMAN

BY: 

LEONARD B. ZUCKER
FOR THE FIRM

Dated: July 23, 2008

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

DISPOSITIVE ORDER

ORDER PREPARED BY COURT

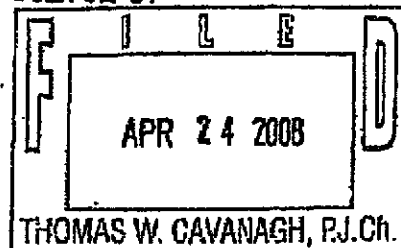
Wachovia Bank NA
Plaintiff

vs.

Vincent Roggio, et als
Defendants

: SUPERIOR COURT OF NEW JERSEY
:
: MONMOUTH COUNTY
: CHANCERY DIVISION
: DOCKET NO. F-002702-07

ORDER



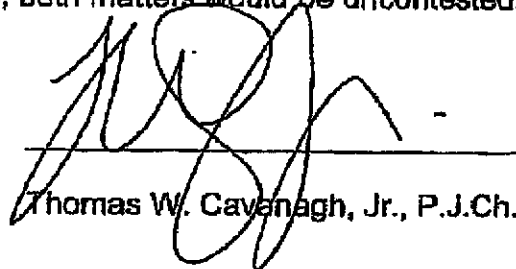
THIS MATTER having been opened to the Court by Plaintiff Wachovia Bank NA through a Notice of Motion to Strike the Contesting Answer of Defendant, Washington Mutual Bank (WaMu) and the Motion having been originally listed for December 21, 2007 and the matter having been determined to require a Plenary Hearing which Hearing occurred on April 17, 2008 and the Court having reviewed the stipulated facts, exhibits, and the briefs submitted by Counsel and having placed Findings of Fact and Conclusions of Law on the record on Tuesday, April 22nd and for good cause shown;

IT IS on this 24th day of April, 2008 hereby determined and ordered as follows;

1. For the reasons placed on the record on the above date, the Court concludes that the mortgage of Washington Mutual (WaMu) dated April 25, 2005 and recorded on June 10, 2004 in the amount of \$3.3 million dollars be and the same is hereby determined to have priority over the mortgage of Wachovia Bank NA which is the subject of this mortgage foreclosure action.
2. As a result of the priority determination, this Court also rules that Wachovia Bank NA may proceed with this mortgage foreclosure action, but the aforementioned mortgage of Washington Mutual will have to be resolved

prior to resolving Plaintiff's interest in the property. Therefore, the contesting answer filed by Washington Mutual is moot, may be stricken, and the matter returned to the Foreclosure Unit in Trenton, New Jersey for processing as an uncontested action.

3. There is also a pending foreclosure matter brought by Washington Mutual against Vincent Roggio, et als, under Docket #F-10401-06 in which Wachovia Bank NA is not currently named as a Defendant. The parties herein may consolidate the two foreclosure actions or Washington Mutual may amend its complaint in the second foreclosure action to include Wachovia Bank NA. In either case, both matters would be uncontested.



Thomas W. Cavanagh, Jr., P.J.Ch.

EXHIBIT B

ANSELL ZARO GRIMM & AARON

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

1500 LAWRENCE AVENUE

CN7807

OCEAN, NEW JERSEY 07712

732-922-1000

GENERAL FAX

732-922-6161

WEBSITE:

www.ansellzaro.com

CLIFTON OFFICE
341 BROAD STREET
CLIFTON, NEW JERSEY 07013
973-247-9000
973-247-9199 (FAX)

NEWARK OFFICE
80 PARK PLACE
NEWARK, NEW JERSEY 07102
973-642-1801
973-642-0310 (FAX)

DAVID K. ANSELL†
RICHARD B. ANSELL*
JEROLD L. ZARO* (RETIRED)
PETER S. FALVO, JR.
JAMES G. AARON
PETER B. GRIMM
MITCHELL J. ANSELL
BRIAN E. ANSELL
ALLISON ANSELL RYAN**
MICHAEL V. BENEDETTO
HAROLD GOLDMAN
DAVID B. ZOLOTOROF
DONNA L. MAUL
RICK BRODSKY*
LAWRENCE H. SHAPIRO*¹
ROBERT A. HONECKER, JR.*²
EDWARD J. AHEARN*³
JENNIFER S. KRIMKO
GEORGE G. WHITMORE
FREDERICK C. RAFFETTO*

KRISTINE M. BERGMAN*⁴
JASON S. KLEIN*
MELANIE J. SCROBLE
BARRY M. CAFF*⁵
LYNNE PETILLO
DOUGLAS A. DAVIE*
GREG S. GARGULINSKI*
ANDREW J. PROVENCE*
HUSSAM CHATER*
BRIDGET K. DORNEY*
SYLVIA S. COSTANTINO*

COUNSEL

GORDON N. LITWIN
ROBERT I. ANSELL
LISA GOLDWASSER*

LICENSED ALSO IN:
• DC • MA • NY
• PA • FL

† FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS

* CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

‡ CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CRIMINAL
TRIAL ATTORNEY

IN MEMORIAM:

LEON ANSCHELEWITZ (1929-1986)

MAX M. BARR (1929-1993)

MILTON M. ABRAMOFF (1935-2004)

STEVEN J. BRODMAN (2004-2006)

January 14, 2009

Sent via Federal Express

FDIC as Receiver of Washington Mutual Bank

1601 Bryan Street

Dallas, TX 75201

ATTN: Claims Agent

Re: Vincent Roggio Claim Filing

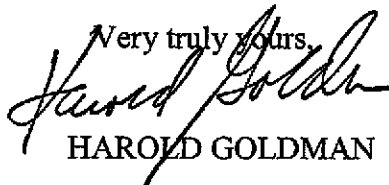
Dear Sir/Madam:

This firm represents Vincent Roggio with regard to the filing of a claim against Washington Mutual in this matter. Enclosed please find Mr. Roggio's original notarized Claim with proofs attached, which includes a proof of claim being filed simultaneously in the Washington Mutual bankruptcy proceeding, Case No. 08-12229.

I have also enclosed a copy of this entire filing along with a return envelope. Kindly stamp the copy as "filed" and return to me as indicated.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,


HAROLD GOLDMAN

HG/lp

Enc.

cc: Vincent Roggio

Celebrating Our 79th Anniversary

From: Origin ID: BLMA (732) 922-1000
Lynne Petillo
Ansell Zaro Grimm & Aaron, PC
1500 Lawrence Avenue
CN7807
Ocean, NJ 07712



Ship Date: 19JAN09
ActWgt: 1.0 LB
CAD: 2847741/INET9011
Account#: S *****

Delivery Address Bar Code



J5918912232923

SHIP TO: (877) 275-3342 BILL SENDER

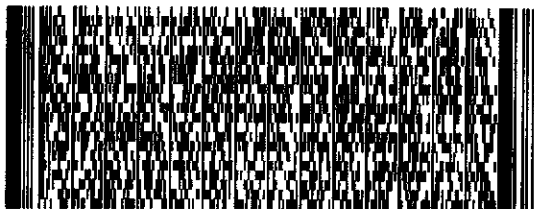
Claims Agent
FDIC as Receiver for WaMu Bank
1601 BRYAN ST

DALLAS, TX 75201

Ref # 66988-1
Invoice #
PO #
Dept #

TRK# 7962 6538 5418
0201

TUE - 20JAN A1
PRIORITY OVERNIGHT



XH RBDA

75201
TX-US
DFW



After printing this label:

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2. Fold the printed page along the horizontal line.
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Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

WASHINGTON MUTUAL BANK

CLAIM


TO: FDIC as Receiver of Washington Mutual Bank
1601 Bryan Street
Dallas, TX 75201
Attn: Claims Agent

The undersigned, Vincent Roggio, states that the FDIC, as receiver for Washington Mutual Bank, is justly indebted to him in the sum of \$ 9,000,000.00 as set forth below.


Date Claim Accrued: August 20, 2008

Vincent Roggio is a defendant in a foreclosure action filed by Washington Mutual Bank in the Superior Court of New Jersey, Chancery Division, Monmouth County, Docket No. F-10850-06. Roggio asserted a counterclaim against Washington Mutual Bank on August 20, 2008 for breach of a settlement agreement and for compensatory and punitive damages related thereto. The approximate amount of damages is \$ 9,000,000.00.

The undersigned further states that no part of this debt has been paid, that he has given no endorsement or assignment of the same or any part thereof and that there is no set-off or counterclaim, or other legal or equitable defense to said claim or any part thereof.


VINCENT ROGGIO

Sworn and subscribed to before me
this 14th day of January, 2009


Notary Public
LYNNE PETILLO
Attorney at Law of NJ

Attorney: Harold Goldman, Esq.
Ansell Zaro Grimm & Aaron PC
1500 Lawrence Avenue
Ocean, New Jersey 07712

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor: WASHINGTON MUTUAL, INC.

Case Number: 08-12229

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): VINCENT ROGGIO

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: HAROLD GOLDMAN, ESQ. ANSELL ZARO GRIMM & AARON PC 1500 LAWRENCE AVENUE, OCEAN, NJ 07712 Telephone number: (732) 922-1000

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above):

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 9,000,000.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: Lawsuit Counterclaim (See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 3725

Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

Amount entitled to priority:

\$

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 01/14/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Handwritten signature of Vincent Roggio

ANSELL ZARO GRIMM & AARON
1500 Lawrence Avenue
CN 7807
Ocean, New Jersey 07712
(732) 922-1000
Attorneys for Defendant, Roggio

WASHINGTON MUTUAL BANK f/k/a
WASHINGTON MUTUAL BANK, F.A.,

Plaintiff,

v.

VINCENT ROGGIO; CALLIE LASCH
ROGGIO; ANTHONY Z. EMMANOUIL;
EUGENIA K. EMMANOUIL; WEST BELT
AUTO SUPPLY, INC.; ZACHARY A.
EMMANOUIL, ESQ.; WACHOVIA BANK,
N.A.;

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY

DOCKET NO. F-10850-06

CIVIL ACTION

ANSWER TO COMPLAINT FOR
FORECLOSURE, AMENDMENT TO
FORECLOSURE COMPLAINT
AND SECOND AMENDMENT TO
FORECLOSURE COMPLAINT AND
COUNTERCLAIM

Defendants Vincent Roggio and Callie Lasch Roggio, by way
of Answer to Plaintiff's Complaint and Amendments thereto, say:

FIRST COUNT
(COMPLAINT IN FORECLOSURE)

1. Defendants Roggios are without sufficient knowledge
or information to admit or deny the allegations and, hence,
leave Plaintiff to its proofs.

2. Defendants Roggios are without sufficient knowledge
or information to admit or deny the allegations and, hence,
leave Plaintiff to its proofs.

3. Admitted.

4. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

5. The documents comprising the agreement speak for themselves and Defendants Roggios rely thereon in response thereto.

6. (a) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

(b) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

(c) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

7. The documents comprising the agreement speak for themselves and Defendants Roggios rely thereon in response thereto.

8. Defendants Roggios admit that they have not remitted payments as designed in the subject loan documents, but aver that the non-payments occurred with the knowledge and consent of Plaintiff because Plaintiff was aware of the harm and damage it had caused Defendants Roggios by reason of its negligent reportings to the major credit bureaus.

9. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

10. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

WHEREFORE, Defendants Roggios demand judgment dismissing the First Count of the Complaint For Foreclosure, together with the award of costs, attorney's fees and other relief deemed just and equitable by the Court.

SECOND COUNT
(COMPLAINT IN FORECLOSURE)

1. Denied.

2. Denied.

WHEREFORE, Defendants Roggios demand judgment dismissing the Second Count of the Complaint For Foreclosure, together with the award of costs, attorney's fees and other relief deemed just and equitable by the Court.

AMENDMENT TO FORECLOSURE COMPLAINT

1. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

2. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence,

leave Plaintiff to its proofs.

3. Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

4. Admitted.

5. 6(d) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

6(e) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

SECOND AMENDMENT TO FORECLOSURE COMPLAINT

1. Admitted.

2. 6(f) Defendants Roggios are without sufficient knowledge or information to admit or deny the allegations and, hence, leave Plaintiff to its proofs.

COUNTERCLAIM

Defendants/Counterclaimants Vincent Roggio and Callie Lasch Roggio, by way of Counterclaim against the Plaintiff, say:

1. Sometime in 2006 the Defendants Roggios were served with copies of the Complaint For Foreclosure and Amendment To Foreclosure (collectively "Complaint").

2. After being served with the Complaint the Defendants

Roggios entered an appearance, pro se, and raised several defenses germane to the subject of the foreclosure action.

3. By reason of raising the defenses the parties to the captioned matter were summoned to appear in the Superior Court of New Jersey, Chancery Division, Monmouth County, before the Honorable Alexander D. Lehrer, P.J.Ch., on January 25, 2007.

4. On January 25, 2007, Richard Haber, an attorney with the law firm of Zucker Goldberg & Ackerman, appeared in court on behalf of the Plaintiff.

5. On January 25, 2007 Defendant Vincent Roggio, pro se, appeared in court to represent the Roggios' interests in the litigation.

6. During the said court session, Judge Lehrer urged Haber and Roggio to discuss a resolution of the issues presented by Defendants Roggios and pursuant thereto they proceeded to exit the courtroom and engage in discussions which addressed Roggios' claims.

7. Haber and Roggio negotiated terms of a settlement and thereafter, before Judge Lehrer, placed the terms on the court record. In exchange for commitments made by Plaintiff, through Haber, the Roggios agreed not to pursue their claims in opposition to the foreclosure actions (a second foreclosure action concerning a separate property bearing Docket No. F-10401-06 were merged for purposes relevant hereto).

8. The Plaintiff and Roggios are currently engaged in a dispute as to the agreed upon terms and the fulfillment of the obligations undertaken by the parties in the settlement. The resolution of said dispute is pending in the Chancery Division, Monmouth County.

9. Notwithstanding the outcome of the said dispute, the Roggios aver that Plaintiff breached the obligations it undertook in the settlement, the terms of obligation being a precondition for Plaintiff proceeding, inter alia, with the captioned foreclosure action.

10. As a result of the said breach by Plaintiff, the Roggios have sustained substantial damages and will continue to incur damages with the passage of time.

WHEREFORE, Defendants/Counterclaimants demand judgment against Plaintiff on their Counterclaim as follows:

1. Declaration that Plaintiff breached the settlement agreement reached on January 25, 2007;

2. Compensatory damages;

3. Punitive damages;

4. By reason of Plaintiff's said breach, the reinstatement of the defenses they raised which resulted in the said settlement;

5. The staying of action on behalf of Plaintiff in pursuit of the foreclosure action until further Order of the

Court.

6. Award of attorney's fees, court costs, and other relief deemed just and equitable by the Court.

ANSELL ZARO GRIMM & AARON
Attorneys for Defendants Roggios

BY: 

HAROLD GOLDMAN
A Member of the Firm

Dated: August 20, 2008

F:\USERS\msmith\HG\Roggio\Washington Mutual\Answer.doc

ANSELL ZARO
GRIMM & AARON
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COUNSELLORS AT LAW
1500 LAWRENCE AVENUE
CN 7807
OCEAN, N.J. 07712
(732) 922-1000

ZUCKER, GOLDBERG & ACKERMAN, LLC ATTORNEYS AT LAW

FOUNDED IN 1923
AS ZUCKER & GOLDBERG

LEONARD B. ZUCKER
MICHAEL S. ACKERMAN
JOEL ACKERMAN*

RICHARD P. HABER §
FRANCES GAMBARDELLA
BRIAN C. NICHOLAS *
STEVEN D. KROL
ERIC SANTOS *
ANTHONY J. RISALVATO †
CHRISTOPHER G. FORD

- * ALSO MEMBER OF NY, PA AND CA BAR
- § ALSO MEMBER OF PA BAR
- ALSO MEMBER OF NY AND ME BAR
- ALSO MEMBER OF NY AND PA BAR
- † ALSO MEMBER OF NY BAR
- MEMBER OF PA BAR ONLY

OF COUNSEL:
SCOTT A. DIETTERICK, ESQ. □
KIMBERLY A. BONNER, ESQ. □

200 SHEFFIELD STREET- SUITE 301
P.O. BOX 1024
MOUNTAINSIDE, NJ 07092-0024

TELEPHONE: 908-233-8500
FACSIMILE: 908-233-1390
E-MAIL: office@zuckergoldberg.com
For payoff/reinstatement figures
please send your request to: zuckergoldberg.com/pr
REPLY TO NEW JERSEY ADDRESS

MAURICE J. ZUCKER (1918-1979)
LOUIS D. GOLDBERG (1923-1967)
LEONARD H. GOLDBERG (1928-1979)
BENJAMIN WEISS (1949-1981)

Pennsylvania Office
P.O. Box 650
Hershey, PA 17033
717-533-8560
Ext: 717-533-3562

August 4, 2008

FCZ -77204

Vincent Roggio
140 Rumson Road
Rumson, NJ 07760

Callie Lasch Roggio
140 Rumson Road
Rumson, NJ 07760

Zachary A. Emmanouil, Esq.
C/O Scarinci & Hollenbeck, L.L.C.
1100 Valley Brook Avenue
Lyndhurst, NJ 07071

Re: Washington Mutual Bank f/k/a Washington Mutual
Bank, FA
vs. Vincent Roggio, et al.
Docket No. F-10850-06

To The Above Named Addressees:

We enclose for service upon you a copy of the 2nd Amendment to Foreclosure Complaint with regard to the above captioned foreclosure matter.

Very truly yours,

By 
LEONARD B. ZUCKER

LBZ/sgil
Enclosures
Process Server & Certified Mail - Return Receipt Requested
cc: Regular Mail With Enclosure

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

RCZ 77204/bm

FILED:

ZUCKER, GOLDBERG & ACKERMAN

RECEIVED/FILED
SUPERIOR COURT

Attorneys for Plaintiff

200 Sheffield Street, Suite 301

P.O. Box 1024

2006 JUN 21 P 12:39

Mountainside, New Jersey 07092-0024

1-908-233-8500

WASHINGTON MUTUAL BANK F/K/A
WASHINGTON MUTUAL BANK, FA

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MONMOUTH COUNTY
DOCKET NO. F-

Plaintiff,

10850-06
Civil Action

vs.

COMPLAINT
FOR
FORECLOSURE

VINCENT ROGGIO, his/her heirs, devisees, and
personal representatives, and his, her, their or any of
their successors in right, title and interest; STATE OF
NEW JERSEY; MRS. ROGGIO, WIFE OF
VINCENT ROGGIO;

Defendants.

Washington Mutual Bank F/K/A Washington Mutual Bank, Fa, having its principal place of
business at the plaintiff in the above entitled cause, says:

FIRST COUNT

1. On 4/25/2005, Vincent Roggio executed to Washington Mutual Bank, Fa an obligation (Note) to secure the sum of \$3,300,000.00, payable on 5/1/2035 with the initial interest rate of 7.628% per annum.

2. To secure the payment of the aforesaid obligation, Vincent Roggio executed to Washington Mutual Bank, Fa, a Mortgage dated 4/25/2005, and thereby mortgaged to Washington Mutual Bank, Fa in fee the land hereinafter described. Said Mortgage was duly recorded on 6/10/2005 12:00:00AM, in the OFFICE OF THE CLERK OF MONMOUTH COUNTY, in Mortgage Book OR-8468, Page 5577.

3. The mortgaged premises are described as follows:

ALL the following described property located in the Borough of Rumson, County of Monmouth, State of New Jersey:

COMMONLY known as 140 Rumson Road, Rumson, NJ 07760.

BEING also known as Lot , Block on the tax map of the Borough of Rumson.

THIS is a Purchase Money Mortgage.

4. The holder of the obligation and Mortgage referred to in paragraphs 1 and 2 above assigned said obligation and Mortgage as follows:

NONE

5. The obligation aforesaid contained an agreement that if any installment payment of interest and principal, taxes and insurance premiums should remain unpaid for 30 days after the same shall fall due, the whole principal sum, with all unpaid interest, should at the option of the above named mortgagee or the heirs, executors, administrators, representatives or assigns, become immediately due and payable.

6. The following instruments appear of record which affect or may affect the premises described in paragraph 3 above, all of which instruments are subordinate to the lien of the mortgage set forth in

paragraph #2 above:

6a. MRS. ROGGIO, WIFE OF VINCENT ROGGIO is made a party defendant to this foreclosure action because she is the wife of record owner, VINCENT ROGGIO, and for any lien, claim or interest she may have in, to or against the mortgaged premises, including her dower or possessory interest, if any.

6b. The STATE OF NEW JERSEY is being made a party defendant to this foreclosure action for any lien, claim or interest it may have in, to or against the mortgaged premises.

6c. In the event plaintiff is unable to determine the present whereabouts of defendant(s), Vincent Roggio, or ascertain if he/she/they is/are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Vincent Roggio, his/her/their heirs, devisees and personal representatives, and his/her/their or any of their successors in right, title and interest.

7. Pursuant to the terms of the obligation referred to in paragraph #1 above (the terms of which are incorporated in the Mortgage referred to in paragraph #2 above), the obligee named in said obligation reserved the right to pay taxes or other liens affecting the premises herein described, which liens are superior to the lien of the Mortgage referred to in paragraph 2 above and which liens, when paid by the obligee or assignee, together with interest thereon as provided in said obligation and Mortgage, are to be added to the amount due on the obligation and Mortgage. The obligee may be required to pay such liens during the pendency of this action and will demand that such payments so made by said obligee or assignee be added to the Mortgage debt as aforesaid.

8. The defendant named in paragraph #1 above, or the grantee or grantees, if any, of said defendant, have defaulted in making the payments to the plaintiff herein as required by the terms of the obligation and Mortgage referred to in paragraphs #1 and #2 above, and said payments have remained unpaid for more than 30 days from the date the said payments were due, and are still unpaid. Plaintiff, herein, by reason of said defaults, elected that the whole unpaid principal sum due on the aforesaid obligation and Mortgage referred to in paragraph #1 and #2 above, with all unpaid interest and advances made thereon, shall now be due.

9. Plaintiff has complied with its provisions of the "Fair Foreclosure Act" (Chapter 244 of the 1995 Laws of New Jersey) by serving the residential mortgage debtor the required Notice of Intention to Foreclose at least 30 days in advance of filing of this complaint.

10. Any interest or lien on the premises described in paragraph #3 above which the mortgagors named in paragraph #2 above or the grantees of said mortgagors, or which subsequent encumbrances or lien holders, if any, named in paragraph #6 above, who are the defendants herein have or claim to have in or upon the aforesaid mortgaged premises or some part thereof are subject and subordinate to the lien of the Mortgage set forth in paragraph #2 above which Mortgage is held by the plaintiff herein.

WHEREFORE, the plaintiff demands judgment:

- (a) Fixing the amount due on the mortgage referred to in paragraph #2 above;
- (b) Barring and foreclosing the defendant and each of them of all equity of redemption in and to the aforesaid lands;
- (c) Directing that plaintiff be paid the amount due to plaintiff as provided in the Mortgage set forth in paragraph #2 above together with interest and costs;
- (d) Adjudging that the lands described in paragraph #3 above be sold according to the law to satisfy the amount due to plaintiff on the Mortgage set forth in paragraph #2 above;
- (e) Appointing a receiver of the rents, issues and profits of the land described in paragraph #3 above.

SECOND COUNT

1. By the terms of the Note and Mortgage referred to in paragraphs #1 and #2 of the First Count of this Complaint, the plaintiff herein is entitled to possession of the tract of land with the appurtenances as more particularly described in paragraph #3 of the First Count herein.

2. The defendants named in paragraph #1 and paragraph #6 of the First Count of this Complaint have or may claim to have certain rights in the premises described in paragraph #3 of the First Count of this Complaint and by reason thereof have deprived the plaintiff herein of the possession of the premises aforesaid.

WHEREFORE, the plaintiff demands judgment against the defendants except those persons protected under N.J.S.A. 2A:18-61.1, et. seq:

(a) for possession of said premises in favor of plaintiff or its assignee or any purchaser at the foreclosure sale;

(b) for costs.

ZUCKER, GOLDBERG & ACKERMAN
Attorneys for Plaintiff

By: Leonard B. Zucker
LEONARD B. ZUCKER
MEMBER OF THE FIRM

DATED: June 21, 2006

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of our knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

ZUCKER, GOLDBERG & ACKERMAN
Attorneys for Plaintiff

By: Leonard B. Zucker
LEONARD B. ZUCKER
MEMBER OF THE FIRM

DATED: June 21, 2006

TOTAL P. 25

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION
PRACTICES ACT, (the act),
15 U.S.C. SECTION 1601 AS AMENDED

**THIS IS AN ATTEMPT TO COLLECT A
DEBT. ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

1. The amount due on the debt, as of 04/25/2005, is the sum of \$3,300,000.00. This sum does not include foreclosure fees and costs or any payments received or advances made after that date.
2. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage and note, will be assumed to be valid by the creditor's law firm, unless debtors, within thirty (30) days after receipt of this Notice, disputes, in writing, the validity of the debt or some portion thereof.
3. If the debtor notifies the creditor's law firm in writing within thirty (30) days of the receipt of this Notice, that the debt or any portion thereof, is disputed, the creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the debtor by the creditor's law firm.
4. If the creditor who is named as plaintiff in the attached summons and complaint, is not the original creditor, and if the debtor makes written request to the creditor's law firm within thirty (30) days from the receipt of this Notice, the name and address of the original creditor will be mailed to the debtor by the creditor's law firm.
5. Written request should be addressed to Zucker, Goldberg & Ackerman, 200 Sheffield Street, Suite 301, P.O. Box 1024, Mountainside, New Jersey 07092-0024. Please refer to our file number, which is FCZ 77204.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.**

FCZ 77204/rj
 ZUCKER, GOLDBERG & ACKERMAN
 Attorneys for Plaintiff
 200 Sheffield Street, Suite 301
 P.O. Box 1024
 Mountainside, New Jersey 07092-0024
 1-908-233-8500

Washington Mutual Bank f/k/a Washington Mutual Bank, FA	:	SUPERIOR COURT OF NEW JERSEY CHANCERY DIVISION MONMOUTH COUNTY DOCKET NO. F-10850-06
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Plaintiff,

vs.

Civil Action

Vincent Roggio and Callie Lasch Roggio,
 his wife, Anthony Z. Emmanouil, Eugenia
 K. Emmanouil, Zachary A. Emmanouil,
 Esq., and each of their heirs, devisees, and
 personal representatives, and his, her, their
 or any of their successors in right, title and
 interest;
 West Belt Auto Supply, Inc.; Zachary A.
 Emmanouil, Esq.; STATE OF NEW
 JERSEY;

**AMENDMENT TO
 FORECLOSURE COMPLAINT**

Defendants.

Plaintiff, Washington Mutual Bank f/k/a Washington Mutual Bank, FA, does hereby
 file the following Amendment to Foreclosure Complaint in the above entitled foreclosure action:

1. The caption of the foreclosure Complaint is hereby amended to read as set forth above.

2. Paragraph 1 of the First Count of Plaintiff's Complaint is hereby amended to read as follows:

On 04/25/2005, Vincent Roggio and Callie Lasch Roggio executed to Washington Mutual Bank, FA an obligation (Note) to secure the sum of \$3300000.00, payable on 05/01/2035 with the initial interest rate of 7.6280% per annum.

3. Paragraph 2 of the First Count of Plaintiff's Complaint is hereby amended to read as follows:

To secure the payment of the aforesaid obligation, Vincent Roggio and Callie Lasch Roggio, executed to Washington Mutual Bank, FA a Mortgage dated 04/25/2005, and thereby mortgaged to Washington Mutual Bank, FA in fee the land hereinafter described. Said Mortgage was duly recorded on 06/10/2005, in the OFFICE OF THE CLERK OF MONMOUTH COUNTY, in Mortgage Book OR-8468, Page 5577.

4. The description of the mortgaged premises, as found in Paragraph 3 of the First Count of Plaintiff's Complaint, is hereby amended as follows:

SCHEDULE "A"-LEGAL DESCRIPTION

ALL the following described property located in the Borough of Rumson, County of Monmouth, State of New Jersey, being more particularly described as follows:

BEING the same premises conveyed to Vincent Roggio by Deed dated April 18, 2002 and recorded May 15, 2002 in Deed Book OR-8106, page 4496, in the Office of the Clerk of Monmouth County.

COMMONLY known as 140 Rumson Road, Rumson, NJ, 07760.

BEING also known as Lot 18, Block 88 on the tax map of the Borough of Rumson.

BEGINNING at the intersection of the northerly line of Rumson Road with the easterly line of Buena Vista Avenue being the southwest corner of the whole tract of which the hereinafter described tract of land is a part; thence

(1) Along the easterly line of said Buena Vista Avenue, North 25 degrees 13 minutes West, 394.78 feet to land now or formerly of Madeline C. Lafon; thence

(2) Along said land now or formerly of said Madeline C. Lafon, North 68 degrees East, 187.17 feet to a point; thence

(3) South 32 degrees East 9.87 feet to a point; thence

(4) South 24 degrees 37 minutes East, 378.07 feet to a point in the northerly line of said Rumson Road; thence

(5) Southwesterly along the northerly line of said Rumson Road, 360 feet to the point or place of **BEGINNING**.

5. Paragraph 6 of the First Count of the Complaint is hereby amended to include the following additional sub-paragraphs:

6d. On March 10, 2006, a Notice of Lis Pendens was filed in the Office of the Clerk of Monmouth County in Book OR-8547, Page 8711, on behalf of Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq., stating that a foreclosure action had been instituted in the United States District Court for the District of New Jersey entitled, Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq. vs. Vincent Victor Roggio, et al, Civil Action No. 06-1068, the object of which is to foreclose a mortgage interest/lien. No record of a recorded Mortgage held by Anthony Z. Emmanouil, Eugenia K. Emmanouil, West Belt Auto Supply, Inc. and Zachary A. Emmanouil, Esq., was found.

6e. In the event plaintiff is unable to determine the present whereabouts of defendants, Anthony Z. Emmanouil, Eugenia K. Emmanouil and and Zachary A. Emmanouil, Esq. or ascertain if they are presently alive, and as a precaution, plaintiff has joined the following persons as party defendants to this foreclosure action for any lien, claim or interest they may have in, to, or against the mortgaged premises:

Anthony Z. Emmanouil, Eugenia K. Emmanouil and and Zachary A. Emmanouil, Esq., and each of their heirs, devisees, and personal representatives, and his, her, their or any of their successors in right, title and interest.

ZUCKER, GOLDBERG & ACKERMAN

Milica Fatovich

BY: _____

MILICA FATOVICH
FOR THE FIRM

Dated: June 29, 2006

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FCZ 77204/ncp
 ZUCKER, GOLDBERG & ACKERMAN, LLC
 Attorneys for Plaintiff
 200 Sheffield Street, Suite 301
 P.O. Box 1024
 Mountainside, New Jersey 07092-0024
 1-908-233-8500

	:	SUPERIOR COURT OF NEW JERSEY
Washington Mutual Bank f/k/a Washington Mutual Bank, FA	:	CHANCERY DIVISION
	:	MONMOUTH COUNTY
Plaintiff,	:	DOCKET NO. F-10850-06
	:	
vs.	:	<u>Civil Action</u>
	:	
Vincent Roggio; Callie Lasch Roggio; Anthony Z. Emmanouil; Eugenia K. Emmanouil; West Belt Auto Supply, Inc.; Zachary A. Emmanouil, Esq.; Wachovia Bank, N.A.;	:	SECOND AMENDMENT TO FORECLOSURE COMPLAINT
	:	
Defendants.	:	

Plaintiff, Washington Mutual Bank f/k/a Washington Mutual Bank, FA, does hereby file the following Second Amendment to Foreclosre Complaint in the above entitled foreclosure action:

1. The caption of the foreclosure Complaint and Amendment to Foreclosure Complaint is hereby amended to read as set forth above.

2. Paragraph 6 of the First Count of the Complaint and Amendment to Foreclosure

Complaint is hereby amended to include the following additional sub-paragraph:

6f. On 03/15/05, Vincent Roggio mortgaged the premises being foreclosed herein to Wachovia Bank, N.A.. to secure the sum of \$850,000.00, which mortgage was recorded on 04/28/05, Book OR-8456 of Mortgages, Page 714 for Monmouth County. Plaintiff hereby claims priority and superiority over the lien of this mortgage by reason of an Order entered by the Honorable Thomas V. Cavanaugh, P.J.Ch., on April 24 2008 which finds that Washington Mutual Bank has priority over the lien of the aforementioned mortgage held by Wachovia Bank, N.A.. A copy of said Order is attached hereto and made a part hereof.

ZUCKER, GOLDBERG & ACKERMAN

BY: Leonard B. Zucker
LEONARD B. ZUCKER
FOR THE FIRM

Dated: July 23, 2008

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

DISPOSITIVE ORDER

ORDER PREPARED BY COURT

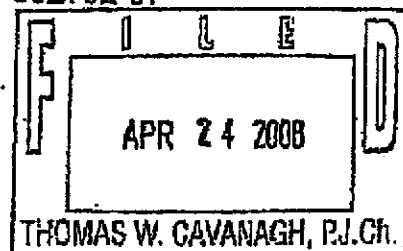
Wachovia Bank NA
Plaintiff

vs.

Vincent Roggio, et als
Defendants

: SUPERIOR COURT OF NEW JERSEY
: MONMOUTH COUNTY
: CHANCERY DIVISION
: DOCKET NO. F-002702-07

ORDER



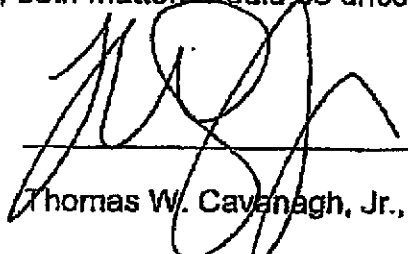
THIS MATTER having been opened to the Court by Plaintiff Wachovia Bank NA through a Notice of Motion to Strike the Contesting Answer of Defendant, Washington Mutual Bank (WaMu) and the Motion having been originally listed for December 21, 2007 and the matter having been determined to require a Plenary Hearing which Hearing occurred on April 17, 2008 and the Court having reviewed the stipulated facts, exhibits, and the briefs submitted by Counsel and having placed Findings of Fact and Conclusions of Law on the record on Tuesday, April 22nd and for good cause shown;

IT IS on this 24th day of April, 2008 hereby determined and ordered as follows;

1. For the reasons placed on the record on the above date, the Court concludes that the mortgage of Washington Mutual (WaMu) dated April 25, 2005 and recorded on June 10, 2004 in the amount of \$3.3 million dollars be and the same is hereby determined to have priority over the mortgage of Wachovia Bank NA which is the subject of this mortgage foreclosure action.
2. As a result of the priority determination, this Court also rules that Wachovia Bank NA may proceed with this mortgage foreclosure action, but the aforementioned mortgage of Washington Mutual will have to be resolved

prior to resolving Plaintiff's interest in the property. Therefore, the contesting answer filed by Washington Mutual is moot, may be stricken, and the matter returned to the Foreclosure Unit in Trenton, New Jersey for processing as an uncontested action.

3. There is also a pending foreclosure matter brought by Washington Mutual against Vincent Roggio, et als, under Docket #F-10401-06 in which Wachovia Bank NA is not currently named as a Defendant. The parties herein may consolidate the two foreclosure actions or Washington Mutual may amend its complaint in the second foreclosure action to include Wachovia Bank NA. In either case, both matters would be uncontested.



Thomas W. Cavanagh, Jr., P.J.Ch.

ANSELL ZARO GRIMM & AARON

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COUNSELORS AT LAW

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973-642-0310 (FAX)

DAVID K. ANSELL†
RICHARD B. ANSELL‡
JEROLD L. ZARO* (RETIRED)
PETER S. FALVO, JR.
JAMES C. AARON
PETER B. GRIMM
MITCHELL J. ANSELL
BRIAN E. ANSELL
ALLISON ANSELL RYAN*†
MICHAEL V. BENEDETTO
HAROLD GOLDMAN
DAVID B. ZOLOTOROFF
DONNA L. MAUL
RICK BRODSKY*
LAWRENCE H. SHAPIRO*‡
ROBERT A. HONECKER, JR.‡§
EDWARD J. AHEARN‡
JENNIFER S. KRIMKO
GEORGE C. WHITMORE
FREDERICK C. RAFFETTO™

IN MEMORIAM:
LEON ANSCHELEWITZ (1929-1986)
MAX M. BARR (1929-1993)
MILTON M. ABRAMOFF (1935-2004)
STEVEN J. BRODMAN (2004-2006)

KRISTINE M. BERGMAN‡
JASON S. KLEIN*
MELANIE J. SCROBLE
BARRY M. CAPP*‡
LYNNE PETILLO
DOUGLAS A. DAVIE*
GREG S. GARGULINSKI*
ANDREW J. PROVENCE*
HUSSAM CHATER*
BRIDGET K. DORNEY*
SYLVIA S. COSTANTINO*

COUNSEL
GORDON N. LITWIN
ROBERT I. ANSELL
LISA GOLDWASSER*

LICENSED ALSO IN:
‡ D.C. + MA. + N.Y.
‡ PA. - FL.

† FELLOW, AMERICAN ACADEMY
OF MATRIMONIAL LAWYERS

‡ CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CIVIL TRIAL
ATTORNEY

§ CERTIFIED BY THE SUPREME COURT
OF NEW JERSEY AS A CRIMINAL
TRIAL ATTORNEY

June 11, 2009

Sent via Federal Express

FDIC as Receiver of Washington Mutual Bank
1601 Bryan Street
Dallas, TX 75201
ATTN: Claims Agent

Re: Vincent Roggio Claim
10015 - Washington Mutual Bank
Henderson, NV - In Receivership
Request for Extension

Dear Sir/Madam:

This firm represents Vincent Roggio with regard to the filing of a claim against Washington Mutual in this matter. Enclosed please find you extension request letter of June 4, 2009, executed by Mr. Roggio.

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,


HAROLD GOLDMAN

HG/lp

Enc.

cc: Vincent Roggio

FAUSERS\LPetillo\HG\Roggio\WaMULtr to FDIC re extension 6.11.09.doc

Celebrating Our 79th Anniversary

From: Origin ID: BLMA (732) 922-1000
 Lynne Petillo
 Ansell Zaro Grimm & Aaron, PC
 1500 Lawrence Avenue
 CN7807
 Ocean, NJ 07712



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 Account#: S*****

Delivery Address Bar Code



Ref # 66988-1
 Invoice #
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 Dept #

SHIP TO: (877) 275-3342

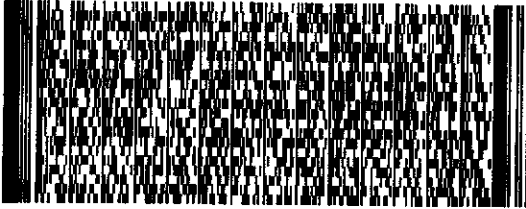
BILL SENDER

Claims Agent
FDIC as Receiver for WaMu Bank
1601 BRYAN ST

DALLAS, TX 75201

TRK# 7966 8594 7699
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FRI - 12JUN A1
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75201
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Federal Deposit Insurance Corporation
1601 Bryan Street, Dallas, TX 75201

Division of Resolutions and Receiverships

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7008-1830-0000-9298-8546**

June 4, 2009

Vincent Roggio
C/o Harold Goldman, Esq.
Ansell Zaro Grimm & Aaron, PC
1500 Lawrence Ave.
Ocean, NJ 07712

**SUBJECT: 10015–Washington Mutual Bank
Henderson, NV – In Receivership
REQUEST FOR EXTENSION**

Dear Claimant:

This letter pertains to the claim you filed with the Federal Deposit Insurance Corporation as Receiver (the "Receiver") for the above-captioned depository institution.

The procedures set forth in 12 U.S.C. Section 1821 (d)(5)(A)(i) provide for a 180-day determination period for the Receiver to allow or disallow a claim. This period may be extended by written agreement between the claimant and the Receiver in accordance with 12 U.S.C. Section 1821 (d)(5)(A)(ii). The records of the Receiver indicate that the 180-day period provided in the statute for determination of your claim will expire on July 20, 2009 (the "Original Determination Date"). In order to review your claim more thoroughly, the Receiver is requesting that the claims determination period for your claim be extended until January 16, 2010 (the "Extended Determination Date").

If you agree to the requested extension of time, your statutory rights will remain in full force, including the right to file a lawsuit on your claim during the 60-day period beginning on the earlier of (1) the expiration of the Extended Determination Date; or (2) the date the claim is disallowed by the Receiver, if it is disallowed.

In order for the extension to take effect, you must sign this letter in the space provided below and return it to the Receiver within 10 days of the date of this letter. The enclosed copy is for your records. Please send the original of the signed letter to the following address:

FDIC as Receiver of
Washington Mutual Bank
1601 Bryan Street
Dallas, TX 75201
Attention: Claims Agent

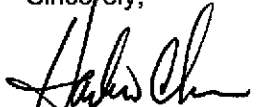
If you do not agree to the requested extension of time, by operation of law your claim will be deemed disallowed and you will have **60 days from the expiration of the Original Determination Date to file a lawsuit** on your claim (or continue any action commenced before the appointment of the receiver) in the United States District (or Territorial) Court for the District (or Territory) within which the institution's principal place of business was located or the United States District Court for the District of Columbia. 12 U.S.C. Section 1821 (d)(6). **If you do not agree with the requested extension of time and if you do not file a lawsuit on your claim within such 60-day period, the disallowance will be final and**

RLS72111

you will have no further rights or remedies with respect to your claim. 12 U.S.C. Section 1821(d)(6)(B)(ii).


If you have any questions concerning this letter or the disposition of your claim, please contact the undersigned at (972) 761-2112.

Sincerely,


Claims Agent
Claims Department

Enclosure

I understand my rights as provided by statute and I hereby agree to the requested extension of time for the Receiver to determine my claim. The Extended Determination Date for the Receiver to determine my claim is now January 16, 2010.


Claimant's Signature

6/11/09
Date