SAMPLING OF CASES RE STEVEN BAUM

Case	**Index**	**County/Court**	**Order/Disposition**
1-25-10 Deutsche Bank v McRae, *894 N.Y.S.2d 720*		Alleghany Supreme	J. Walker: foreclosure denied because Baum's client bank as Plaintiff had no standing, Baum never produces assignment of Note, only Mortgage assigned which is inconsistent with *Real Property Law §258* [Form O] language that "assignor ... hereby assigns a certain mortgage... **together with the bond or obligation described in said mortgage**, and the moneys due and to grow due thereon with interest ...";thus, assigning only the mortgage terms w/o the debt obligation of Note is unlawful. Court also found Baum's ethics issues of conflict of interest/simultaneous representation of different parties.
3-22-10 Lasalle Bank NA v Smith & MERS, *2010 NY Slip Op 50470U*	35207/07	Kings Supreme	J. Schack: denied foreclosure for lack of standing, found Baum's conflict in interest by his employee/attorney, Elpiniki M. Bechakas representing both plaintiff while suing MERS, yet requesting MERS get paid, while concealing Baum employs Bechakas.
5-11-10 US Bank v. Emanuel	19271/09	Kings Supreme	J. Schack: dismissed Baum foreclosure, holding "Plaintiff U.S. BANK's attempt to foreclose upon a mortgage in which it has no legal or equitable interest is without foundation in law or fact." Found that Baum appears to violate 22 NYCRR § 1200.0 (*Rules of Professional Conduct*, effective April 1, 2009) Rule 1.7, "Conflict of Interest: Current Clients." By representing MERS as the ineffective assignor of the mortgage but not the Note, and the Plaintiff Bank had no standing because of MERS. Found that a 6/16/09 assignment was signed by ***"Elpiniki Bechakas, Assistant Secretary and Vice President" of MERS who is also a lawyer working for Baum.***
5-24-10 HSBC Bank v. Yeasmin; *2010 NY Slip Op 50927U*	34142/07	Kings Supreme	J. Schack: denied Baum's renewal motion and his foreclosure filing for lack of standing, noted Baum's ethics violations of simultaneous representation of MERS as a nominee on the mortgage and Bank as an alleged assignee w/o proper paperwork, his false affidavits with false powers of attorney and no assignments filed, no corporate resolutions authorizing the alleged assignment. Court found" **Plaintiff's counsel, Steven J. Baum, P.C., appears to be operating in a parallel mortgage universe, unrelated to the real universe**." Found Baum's employee Ms. Gazzo signs on legal papers as a MERS officer, not an agent, and refers to her power as officer to MERS by corp resolution dated 7/19/07. Found Baum concealed the actual Pooling & Servicing Agreement where a PSA pools notes & sells in secondary market no matter if some Notes are bad, which Baum alleged that very PSA gives him the right to file the foreclosure.
6-5-07 EMC Mtg v. Batista, *841 N.Y.S.2d 819*	34145/06	Kings Supreme	J. Schack: denied foreclosure because EMC lacked standing. MERS was on mortgage and no assignment to EMC existed (case disposed. Baum never refiled)

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9-24-07 In re Fagan	04 B 23460	SDNY Bankruptcy	J. Hardin: found Baum's filings for his Bank as a creditor secured by a Note and to lift Bankruptcy stay were the exact false filings condemned by the court. Found Baum's filings "callous in design or inadvertence." and sanctioned Baum.
11-19-07 Bank of NY v. Orosco	32052/07	Kings Supreme	J Schack: denied foreclosure because plaintiff had no standing, and no assignment of Mortgage and Note recorded even 3 months after a Keri Selman swore in her affidavit that MERS assigned when it never did. Court found that Selman may have engaged in subterfuge against separating the lien from the debt so MERS has no standing to bring foreclosure actions, citing *Merritt v. Bartholick*, 36 NY 44,45 (1867)
2-7-08 In re McCourt, Daniel,Sagman, LAWSON-CAMPBELL, DELANEY	05-38803 06-35505 07-35282 07-36217 07-36421	SDNY Bankruptcy Ct-Poughkeepsie	J. Morris: Found " …in each case, Steven J. Baum, P.C. appears to have attempted a delegation of its representation of the secured creditor to "Pillar Processing, LLC," a Limited Liability Corporation that does not appear to be a law firm." **ORDERED** that in each of these cases, Baum, Pillar and their assigns or servicers were barred from collecting any fees and lambasted Baum for using Pillar like an attorney before the courts. Court concerned with Baum's misuse of his company Pillar doing legal work when it is not a licensed attorney.
4-10-08 In re Schuessler	07-35608	SDNY Bankruptcy Ct-Poughkeepsie	J. Morris: found that a third party Vendor refers foreclosure cases to a regional law firm. The Vendor receives payment for each referral. A Law firm supervisor, not an attorney, signs affidavits w/o verifying pertinent information. The Supervisor executes affidavits daily in batches to be notarized by someone else. The regional law firm sends an attorney to appear and utilizes a separate non-legal entity, Pillar, to contact the Court. The Court sanctioned the Mortgage servicer for abusing the bankruptcy petitioners with false filings by **"utilizing third party vendors and law firms with obvious volume and profit motives, an analyst that analyzed nothing, and a supervisor with no discretion other than to verify default information as it appears on a computer screen and sign the affidavit drafted by the outside law firm and notarized by the vendor**." The Court found this misconduct constituted "an abuse of process", identifying Pillar Processing, LLC as using legal assistants to act in lawyer capacities and Steven J. Baum connected with Pillar. The court found that there was never an assignment to the bank that engaged in this proceeding. "It appears that the Steven J. Baum firm, emulating its client, has created its own "servicer" in order to distance itself from dealing directly with this Court and other attorneys and parties when it suits the Steven J. Baum firm to do so. The Court has questioned the legal and ethical propriety of this practice."
2-26-09 LaSalle Bank v. Ahearn	505597	Third Dept.	Appellate Court affirmed lower court's dismissal of foreclosure complaint with prejudice because Bank had no standing and assignment was created after Baum filed the lawsuit, which Baum's complaint alleged they would assign after the filing.
3-16-09 Wells Fargo, NA v. Dmitriev et al.	16038/08	Suffolk Supreme	J. Baisley; Defendants executed Mortgage in favor of MERS and later Mortgage and Note assigned. Court denied Plaintiff's motion to default Defendants because Plaintiff never submitted an affidavit by a party with knowledge of facts and the amount due per CPLR 3125(f). Also violated CPLR 2309(c) as Jeffrey Stephan identified himself as a "limited signing officer" for GMAC but never proved he had

			authority to execute the affidavit for the Plaintiff Wells. Court found Stephan affidavit suspect as facts and dates he recited were contrary to the documents.
7-28-08 GMAC v. Remkus	32606/07	NY Supreme	J. Baisley: dismissed foreclosure as MERS assignment submitted by Baum as executed by Jeffrey Stephan was unlawful, and questionable when Stephan represented MERS and Bank simultaneously.
2-2-09 U.S. Bank N.A. v. Guichardo, 22 Misc3d1116(A) 2009 WL 224693 (Supr. Ct. Kings Co. Feb 2, 2009).		Kings Supreme	Court found Baum firm attorney Elpinicki Bechakas was the corporate officer who signed a mortgage assignment on behalf of MERS while Baum represents the plaintiff. The judge raised the conflict of interest issue in the context of the New York Rules of Professional Conduct**.**
5-6-09 HSBC v. Miller	4786-2008	Sullivan County	J. Meddaugh: Dismissed Baum foreclosure because his client had no standing as Plaintiff when Mortgage assigned 12/12/08 from MERS as nominee to another bank, not HSBC; and no assignment of the Note.
10-29-09 HSBC v. Miller	4786-2008	Sullivan County	J. Meddaugh denied Baum's motion to reargue the 5/6/09 dismissal, finding his affirmation filed was not made with personal knowledge of the facts about the Note and Baum never submitted proof that MERS assigned the note with the mortgage per the UCC-citing *Matter of MERSCORP, Inc v. Romaine*, 8 NY3d 90,100(2006) holding MERS violated the clear prohibition on separating a lien from the debt and has no standing to file foreclosures.
11-19-09 Indymac Bank v. Yano Horoski		Suffolk	J. Spinner: Lambasted Baum's client bank for duplicity to a homeowner and its egregious misconduct in refusing to negotiate, held sanctions would not be enough so he cancelled the entire mortgage
12-29-09 Citigroup v. Bowling	12817/07	Kings Supreme	J. Demarest: denied foreclosure action because Plaintiff had no standing. MERS mortgage as "nominee" and complaint filed before assignment made from MERS to Plaintiff. "Where an assignee of a note and mortgage commences a foreclosure action prior to the date of the execution of the assignment and a "written assignment claiming an earlier effective date" is not "accompanied by proof that **the physical delivery of the note and mortgage was, in fact, previously effectuated**," such assignee has no standing (*Marchione, 887 N.Y.S.2d 615, 2009 NY Slip Op 7624, *3*; *see Lasalle Bank Natl. Assn. v Ahearn, 59 AD3d 911, 912, 875 N.Y.S.2d 595 [3d Dept 2009]).*
7/20/10 HSBC v. Miller	4786-2008		J. Meddaugh found that Baum "engaged in frivolous conduct" under 22 NYCRR 130-1.1(c) by commencing a lawsuit without merit, which included Baum's false lis pendens and foreclosure complaint.
7-22-10 Federal Home Loan Mtge Corp v. Raia, 2010 NY Slip Op 51287(U) [28 Misc 3d 1212(A)]	SP 002253/10	Nassau Dist Ct	J. Fairgrieve: In holdover proceeding, found Baum's petition was false, Baum filed for a fictitious plaintiff bank that had no standing to bid on the property by using an unlawful "assignment" to bid. Court scheduled a sanctions hearing against Baum.
11/23/10 Federal Home Loan Mtge Corp v. Raia, 2010 NY Slip Op 52003(U) [	SP 002253/10	Nassau Dist Ct	J. Fairgrieve Held: "At the hearing, the attorney for Baum repeatedly attempted to excuse the firm's past conduct on the basis that it is sometimes acceptable to swear to false statements if the statements are immaterial." Court found "conversely, every statement in the petition was material to a determination by this court in this case. The misrepresentation of the material statements here was outrageous." Citing multiple violations of Disciplinary Rules and finding Baum dishonest held "Baum has been professionally irresponsible which has impeded the proper administration of justice."

			Found "this is not the first time Baum has been unethical." Sanctioned Baum for $19,532.50
11-3-10 Wells Fargo Bank N.A v Sanders	2791-2009	Suffolk Supreme	J Tanenbaum: Regarding Baum, "This Court has repeatedly directed plaintiff's counsel to submit proposed orders of reference and judgments of foreclosure in proper form and counsel has continuously failed to do so" and "The court deems plaintiff's counsel's actions to be an intentional failure to comply with the directions of the Court and a dereliction of professional responsibility."
US Bank Nat'l Assoc, as Trustee of Asset backed securities v. Hiciano	25473/09	Suffolk	Hon. Cohalen: enforcing Chief Judge's 10/20/10 Order for an attorney affirmation of direct review of foreclosure filings, that he has personally reviewed the mortgage, note and any assignments and noted "robo-signing" is a problem, he stayed this and all below cases until Baum filed the proper affirmation.
2010 Wells Fargo Bank v. Genneralli et. al.	31087/09	Suffolk	"
11/4/10 Wells Fargo Bank v. Descovich	20469/09	Suffolk	"
11-3-10 HSBC v Rodriguez	3434-2009	Suffolk	Same as above
11-3-10 US Bank N.A. v Osorto et al.	8347-2009	Suffolk	Same
11-3-10 Wells Fargo v. Flowers et. al	13588-2009	Suffolk	Same
11-13-10 US Bank NA v Hernandez et al.	24299-2009	Suffolk	Same
11-13-10 Aurora loan Services LLC v. Deamr et. al	24492-2008	Suffolk	Same
11/4/10 Deutsche Bank v. Osman	25227/07	Suffolk	"
11/4/10 HSBC v. Hill	49172/09	Suffolk	"
11/4/10 HSBC v. Vinas	11482/10	Suffolk	"
11/5/10 US Bank NA v. Ferraro	29554/08	Suffolk	"
11/5/10 Wells Fargo Bank, NA v. Noble	42627/09	Suffolk	"
11/8/10 US Bank Nat'l Assoc. v. Lee et al.	17314/09	Suffolk	"
11/8/10 Chase Home Finance v. Fonseca	43054/09	Suffolk	"
11/19/10 Select Portfolio Servicing, Inc. v. Amaya	28534/08	Suffolk	"
11/19/10 US Bank Nat'l Assoc. v. Escobar	41778/09	Suffolk	"
12/1/10 HSBC v. Rice	17638/10	Suffolk	"
12/1/10 CitiMortgage v. Chopyk	18074/10	Suffolk	"
12/1/10 Wells Fargo Bank N.A. v. Liranzo	18224/09	Suffolk	"
12/1/10 M&T Trust v. Rodriguez	18304/10	Suffolk	"
12/1/10 Bank of America v. Hararah	19395/10	Suffolk	"
12/1/10 Wells Fargo Bank NA v. Ventimiglia	19505/10	Suffolk	"
12/1/10 Wells Fargo Bank NA v. Carbone	20180/10	Suffolk	"
12/1/10 Deutsched Bank Nat'l	20194/09	Suffolk	"

Trust Co. v. Mondela (named per a Trust)			
12/1/10 Bank of America (named per a Pooling & Servicing Agreement) v. Strong	20202/09	Suffolk	“
12/1/10 Wells Fargo (on behalf of asset backed securities holders) v. Mahmud	20367/10	Suffolk	“
12/1/10 Wells Fargo Bank v. Zepernick	20456/09	Suffolk	“
12/1/10 Bank of NY,trustee (for assetbacked certificate holders) v. Schevis	21267/08	Suffolk	“
12/1/10 Wells Fargo Bank, NA v. Jabbar	22003/10	Suffolk	“
12/1/10 Wells Fargo Bank v. Kirkham	22008/10	Suffolk	“
12/1/10 Wells Fargo Bank v. Bonilla	22637/10	Suffolk	“
12/1/10 Wells Fargo Bank v. Shapiro	22841/09	Suffolk	“
12/1/10 Bank of NY v. Hyppolite	23361/08	Suffolk	“
12/1/10 Wells Fargo v. Fullan	25053/09	Suffolk	“
12/1/10 HSBC, as trustee under Deutsche Loan Trust v. Medrano	25246/10	Suffolk	“
12/1/10 New Century Mortgage Corp. v. Jackson	26872/07	Suffolk	“
12/1/10 Aurora Loan Srvcs v. Balado	28103/08	Suffolk	“
12/1/10 US Bank, NA as Trustee for Asset Backed Securities v. Manzanares	28197/08	Suffolk	“
12/1/10 US Bank NA as Trustee for Asset Trust v. Lopez	28284/07	Suffolk	“
12/1/10 Everhome Mtg. Co v. Trampe	30637/09	Suffolk	“
12/1/10 Deutsche bank as trustees for Asset Backed Certs v. Gray	31749/08	Suffolk	“
12/1/10 Indymac v. Fernandez	32859/08	Suffolk	“
12/1/10 Wells Fargo Bank v. Beria	34199/09	Suffolk	“
12/1/10 US Bank Natl Assocs as Trustee for Morgan Stanley Loan Trust v. Pananma et al.	37714/09	Suffolk	“
12/1/10 Wells Fargo Bank, NA v. Condinzio	38015/09	Suffolk	“
12/1/10 Wells Fargo Bank as Trustee for Asset Backed Securities v. Dixon	38335/09	Suffolk	“
12/1/10 Chase Home Finance, LLC v. Jones	42343/09	Suffolk	“
12/1/10 US Nat’l Trust v. Fitzgerald et. al.	46461/09	Suffolk	“

12/1/10 UBS Realty Estates Secs Inc v. Roero et al	47357/09	Suffolk	“
12/1/10 Wells Fargo Home Mtg Inc v. Tavarez	48403/09	Suffolk	“
11/15/10 Wells Fargo v. Eng, HTFC et. al	39792/07	Suffolk	J. Baisley: Notes Baum represented competing plaintiffs in foreclosure, Wells and HTFC; HTFC president Aron Wider proved that Baum’s filed papers with a Jeffrey Stephan (who is a Baum attorney) never had authority to represent HTFC nor file an assignment of mortgage from HTFC to Wells. Court found no docs to substantiate Stephan “assignment”
11-23-10 Federal Home Loan Mtg. Corp. v. Raia, 29Misc.3d 1226(A),2010 WL 4750043, 2010 NY Slip Op. 52003(U) (Dist. Ct. Nassau Co. Nov. 23, 2010).		Nassau	Court found Baum filed a petition of “false statements (that) went directly to the heart of the matter of standing. Id. at *2;and the representations in the pleadings were intended to mislead the court regarding standing. The court called Baum’s actions “reprehensible,”, “Specifically, Baum has recently faced numerous standing issues concerning assignment, for which its cases were dismissed. [*See Deutsche Bank Nat. Trust Co.v. McRae*, 27 Misc.3d 247, 894 N.Y.S.2d 720 (2010); *Citigroup Global Markets Realty Corp. v. Randolph*, 2009 N.Y. Slip Op.52567(U) (2009); *HSBC Bank USA, Nat. Ass'n v. Miller*, 26 Misc.3d 407, 889 N.Y.S.2d 430 (2009).]
1-6-11 In re Bevins	Case#10-12856 (REL)	New York SD Bankruptcy	U.S. Trustee objects to Baum concealing from the court that his attorney “Elpiniki M. Bechakas acts as attorney for Baum, signs assignments as an officer of MERS and also acts on behalf of the mortgagee reserved its right to bring further action for Baum’s misconduct, requested the Bankruptcy Court to sanction Baum “to protect the integrity of the bankruptcy system” and objected to Baum filing for BAC as creditor when no assignment of both the mortgage and Note “Elpiniki M. Bechakas, signs assignments as “Assistant Secretary and Vice President” of MERS on behalf of the original mortgagee
1/6/11 In re Szumowski	Case#10-12431 (REL)	New York SD Bankruptcy	U.S. Trustee reserved its right to bring further action for Baum’s misconduct, requested the Bankruptcy Court to sanction Baum “to protect the integrity of the bankruptcy system” and objected to Baum filing for BAC as creditor when no assignment of both the mortgage and Note and “Elpiniki M. Bechakas, signs assignments as “Assistant Secretary and Vice President” of MERS on behalf of the original mortgagee (see Case. No. 10-12856, on the issue of MERS Assignment).
1-7-11 Citibank, N.A. v Murillo	16214/08	Kings Supreme	J. Schack: dismissed w/prejudice Baum’s foreclosure filing because he violated court orders and acted with impunity and did not comply with the 10/20/10 Admin J’s directive for foreclosure attorneys swearing that to personally reviewing documents and records; confirming the factual accuracy of their court filings and the accuracy of the notarizations in their documents. The court emphasized that “"***[i]f the credibility of court orders and the integrity of our judicial system are to be maintained, a litigant cannot ignore court orders with impunity*** [***Emphasis added***]." (*Kihl*, 94 NY2d at 123).” at 4.