

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

SUYAPA ALLEN on behalf of herself and all others similarly situated,)	
)	
Plaintiff,)	C.A. NO. 07-11669
)	
vs.)	
)	
DECISION ONE MORTGAGE COMPANY, LLC, HSBC FINANCE CORPORATION, and ZEUS FUNDING, LLC,)	<u>JURY TRIAL DEMANDED</u>
)	
Defendants.)	
)	
)	
)	
)	

CLASS ACTION COMPLAINT

Plaintiff, Suyapa Allen ("Plaintiff"), on behalf of herself and all others similarly situated, by her undersigned attorneys, alleges as follows:

1. This is a class action brought by Plaintiff, on behalf of herself and other similarly situated black homeowners, against Decision One Mortgage Company, LLC ("Decision One"), and HSBC Finance Corporation ("HSBC Finance") (collectively "HSBC" or "Defendants"), under the Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.* ("ECOA") and the Fair Housing Act, 42 U.S.C. § 3601, *et seq.* Plaintiff seeks remedies for herself and the Class (defined in ¶ 18, below) for the discriminatory effects of HSBC's home financing policies and practices.

2. As described below, HSBC has established a specific, identifiable and uniform credit pricing system, a component of which, referred to herein as the Discretionary Pricing Policy, authorizes unchecked, subjective surcharge of additional points and fees to an otherwise objective risk-based financing rate. In other words, after a finance rate acceptable to HSBC is determined by objective criteria (e.g., the individual's credit history, credit score, debt-to-income ratio and loan-to-value ratios), HSBC's credit pricing policy authorizes additional discretionary financing charges and interest mark-ups. These subjective, additional finance charges have a widespread discriminatory impact on black applicants for home mortgage loans, in violation of ECOA and the FHA.

3. HSBC has established policies for retail and wholesale access to its loan products that subject black financing applicants to a significantly higher likelihood of exposure to discretionary points, fees and interest mark-ups. These costs drive up the average cost of a mortgage loan made by Decision One to black applicants.

4. Plaintiff seeks declaratory and injunctive relief, disgorgement and restitution of monies disparately obtained from black borrowers.

JURISDICTION AND VENUE

5. Plaintiffs invoke the jurisdiction of this Court pursuant to 28 U.S.C. § 1331, which confers original jurisdiction upon this Court in a civil action arising under federal law.

6. Venue is proper in this Court pursuant to 28 U.S.C. 1391(b) inasmuch as the unlawful discriminatory practice is alleged to have been committed in this District, Defendants regularly conduct business in this District, and the named Plaintiff resides in this District.

PARTIES

7. Plaintiff, Suyapa Allen, is a black homeowner who resides at 78 Blackstone Street, Unit 78, Stoughton, MA 02072.

8. Defendant, Decision One Mortgage Company, LLC ("Decision One"), is a mortgage lender with a principal place of business at 3023 HSBC Way, Fort Mill, South Carolina 29707. Decision One operates through more than 15 branches in cities nationwide, as well as through relationships with loan brokers and correspondents. Decision One Mortgage is owned by British bank HSBC Holdings through that company's US-based HSBC Finance subsidiary. Decision One was purchased by Household International in 1999.

9. Defendant, HSBC Finance (formerly Household International) is the consumer lending arm of HSBC Holdings. HSBC Finance has a place of business at 2700 Sanders Road, Prospect Heights, Illinois 60070.

10. Defendant, Zeus Funding, LLC is a mortgage broker with a principal place of business at 850 SW Lighthouse Drive, Palm City, Florida 34990.

CLASS ALLEGATIONS

11. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

12. This class action is brought pursuant to ECOA and the FHA by the individual named Plaintiff on behalf of herself and all black consumers (the "Class") who obtained a Decision One home mortgage loan in the United States between January 1, 2001 and the date of judgment in this action (the "Class Period") and who were subject to HSBC's Discretionary Pricing Policy pursuant to which they paid discretionary points, fees or interest mark-ups in connection with their loan.

13. Plaintiff sues on her own behalf and on behalf of a class of persons under Rules 23(a) and (b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

14. "Discretionary Pricing Policy" means HSBC's policy of authorizing its loan officers, brokers and correspondent lenders to impose subjective, discretionary charges and interest mark-ups, that are included in the finance charge loans they originate.

15. Plaintiff does not know the exact size or identities of the proposed Class, since such information is in the exclusive control of HSBC. Plaintiff believes that the Class encompasses many thousands or tens of thousands of individuals who are geographically dispersed throughout the United States. Therefore, the proposed class is so numerous that joinder of all members is impracticable.

16. All members of the Class have been subject to and affected by the same Discretionary Pricing Policy. There are questions of law and fact that are common to the Class, and predominate over any questions affecting only individual members of the Class. These questions include, but are not limited to the following:

- a. the nature, scope and operations of HSBC's Discretionary Pricing Policy;
- b. whether HSBC Finance and Decision One are creditors under the ECOA because, for example, in the ordinary course of their business they participate in the decision of whether or not to extend credit to consumers;
- c. whether HSBC's Discretionary Pricing Policy is a facially neutral credit pricing system that has effected racial discrimination in violation of ECOA;
- d. whether there are statistically significant disparities between the amount of the discretionary charges imposed on black persons and the amount of the

discretionary charges imposed on white persons that are unrelated to creditworthiness;

- e. whether any legitimate business reason for the Discretionary Pricing Policy can be achieved by a credit pricing system less discriminatory in its impact;
- f. whether the Court can enter declaratory and injunctive relief; and
- g. the proper measure of disgorgement or damages.

17. The claims of the individual named Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both the Plaintiff and the other members of the Class were subject to the same Discretionary Pricing Policy that has disproportionately affected black homeowners.

18. The individual named Plaintiff will fairly and adequately represent the interests of the Class. She is committed to the vigorous prosecution of the Class' claims and has retained attorneys who are qualified to pursue this litigation and have experience in class actions – in particular, consumer protection and discrimination actions.

19. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

20. In the alternative, HSBC has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole.

ALLEGATIONS OF CLASS-WIDE DISCRIMINATION

21. HSBC publicly promotes its home financing expertise by means of nationwide advertising campaigns. In its advertisements, HSBC solicits persons to apply for financing with

HSBC either in one of its offices or through one of the mortgage brokers whom HSBC has authorized to accept applications on its behalf.

22. HSBC makes home-mortgage loans directly to consumers through its branches in several markets.

23. HSBC also makes home-mortgage loans that are arranged by its network of mortgage brokers. Those loans are made in reliance on HSBC's credit-granting policies and with the participation of Decision One.

24. Due to HSBC's policies as to where to place its offices and how to market its products, black borrowers are more likely than white borrowers to apply for credit from HSBC through Decision One, by an application made to an authorized broker.

25. Because of the Discretionary Pricing Policy, loans obtained from HSBC through Decision One or HSBC's network of brokers are more expensive to black homeowners, on average, than loans obtained directly from HSBC.

26. A high-APR loan is a loan whose APR is at least three percentage points higher than the interest rate on U.S. Treasury securities of the same maturity, at the time the loan was made.

27. Based on the latest available Home Mortgage Disclosure Act ("HMDA") data, available from the Department of Housing and Urban Development, whites who borrow from Decision One are over one and a half times more likely than blacks to have received a loan other than a high-APR loan to purchase or refinance their home.

28. While credit differences may explain some part of the disparities in rate and terms, HSBC's Discretionary Pricing Policy accounts for a significant portion of the disparity.

29. HSBC's Discretionary Pricing Policy is unrelated to a borrower's objective credit characteristics such as credit history, credit score, debt-to-income ratio and loan-to-value ratios and results in purely subjective charges that affect the rate otherwise available to borrowers.

30. HSBC provides authorized mortgage brokers with substantial information about its loan programs, rates and credit criteria, as well as its policies for compensating mortgage brokers and correspondent lenders who arrange business for it.

31. HSBC authorizes mortgage brokers who have signed a contract with it to accept applications on its behalf, quote financing rates and terms on it (within the limitations set by Decision One), inform credit applicants of HSBC's financing options and to originate finance transactions using HSBC's forms, in accordance with its policies.

32. In all of the home-mortgage-finance-transactions at issue, HSBC advances the funds to make the loans and bears some or all of the risk of default. HSBC provides its loan officers, brokers and correspondent lenders with credit applications, loan contracts and other required financing forms, as well as instructions on filling out such documents necessary to complete home mortgage transactions.

33. After a customer provides credit information to one of HSBC's loan officers or brokers, HSBC computes a financing rate through an objective credit analysis that, in general, discerns the creditworthiness of the customer.

34. These credit analyses consider numerous risk-related variables of creditworthiness, including credit bureau histories, payment amounts, debt ratio, bankruptcies, automobile repossessions, charge-offs, prior foreclosures, payment histories, credit score, debt-to-income ratios, loan-to-value ratios and other risk-related attributes or variables. On

information and belief, HSBC uses these variables to determine a “mortgage score” for each credit applicant.

35. Based on these objective risk-related variables and the resulting mortgage score, HSBC derives a risk-based financing rate at which it would provide a home mortgage, often called the “Par Rate.” Alternatively, experienced HSBC loan officers, brokers and correspondent lenders can estimate the risk-related Par Rate by referring to the applicant’s credit bureau determined credit score.

36. Although HSBC's initial analysis applies objective criteria to calculate this risk-related Par Rate, HSBC then authorizes a subjective component in its credit pricing system —the Discretionary Pricing Policy — to impose additional non-risk charges. On information and belief, the applicable Par Rates and authorized discretionary charges are communicated by HSBC to its loan officers and brokers via regularly published “rate sheets.” Such rate sheets are published by HSBC via intranet and internet.

37. The discretionary charges are paid by the customer as a component of the total finance charge (the “Contract APR”), without the homeowner knowing that a portion of their Contract APR was a non-risk-related charge.

38. Loan officers and brokers have discretion, within the limits set by HSBC, to impose discretionary mark-ups as additional points in interest – “a rate mark-up”. When there is a rate mark-up, HSBC shares the additional income, even if the loan is originated by a broker.

39. HSBC's Discretionary Pricing Policy, by design, causes persons with identical or similar credit scores to pay different amounts for the cost of credit. As a result of using a subjective pricing component that is designed to charge persons with the same credit profiles different amounts of finance charge, the objective qualities of the initial credit analysis used to

calculate the Par Rate are undermined and the potential for race bias becomes inherent in the transaction.

40. The Discretionary Pricing Policy, although facially neutral (insofar as HSBC uses the same or effectively the same policy for all credit applicants), has a disproportionately adverse effect on blacks compared to similarly situated whites in that blacks pay disparately more discretionary charges (both in frequency and amount) than similarly situated whites. Statistical analysis of discretionary charges imposed on black and white customers of other mortgage companies that use credit pricing systems structured like that of HSBC has revealed that blacks, after controlling for credit risk, are substantially more likely than similarly situated whites to pay such charges.

41. Loan officers and brokers are agents of HSBC for the purpose of setting credit price, which is always set based on HSBC's policy.

42. The disparate impact suffered by blacks is a direct result of HSBC's Discretionary Pricing Policy in that HSBC designed, disseminated, controlled, implemented and profited from the Discretionary Pricing Policy creating the disparate impact.

43. HSBC has a non-delegable duty to ensure that its mortgage financing structure and policies do not have a disparate impact on legally protected classes, such as blacks. Despite having such a non-delegable duty, HSBC has chosen to use, and on information and belief, continues to use, a commission-driven, subjective pricing policy that it knows or should have known has a significant and pervasive adverse impact on black homeowners.

44. The disparities between the terms of HSBC's transactions involving black homeowners and the terms involving whites homeowners cannot be a product of chance and

cannot be explained by factors unrelated to race, but, instead, are the direct causal result of the use of the discriminatory Discretionary Pricing Policy.

45. There are no legitimate business reasons justifying HSBC's discriminatory Discretionary Pricing Policy that could not be achieved by a policy that has no discriminatory impact or a greatly reduced discriminatory impact.

**ALLEGATIONS OF NON-DISCLOSURE –
FRAUDULENT CONCEALMENT
(TOLLING)**

46. Commission-driven, discretionary pricing systems – such as those in the real estate mortgage industry that are structurally similar to the system utilized by HSBC – have been found to produce significant discriminatory effects. Knowledge concerning the significant and pervasive discriminatory impact of such commission-driven, discretionary credit pricing systems has been widely circulated throughout the financing industry for several years, particularly since 1994, as a result of numerous high profile actions by the United States Department of Justice and federal regulatory agencies. HSBC has known or should have known that its credit pricing system causes blacks to pay the Defendant more for mortgage financing than the amounts paid by white customers with identical or effectively identical credit scores. The following various regulatory settlements involved discriminatory pricing policies structurally similar to HSBC's pricing policy and were widely reported through the financing industry:

United States v. Blackpipe State Bank, Civ. Act. No. 93-5115 (D. S.D. filed November 16, 1993)(charging American Indians higher interest rates)

United States v. First National Bank of Vicksburg, No. 5:94 CV 6(B)(N) (S.D. Miss. filed Jan. 21, 1994) (charging African-Americans higher interest rates)

United States v. Huntington Mortgage Co., No. 1; 95 CV 2211 (N.D. Ohio filed October 18, 1995)(charging African-Americans higher fees)

United States v. Security State Bank of Pecos, No. SA 95 CA 0996 (W.D.Tex. filed October 15, 1995)(charging Hispanics higher interest rates)

United States v. First National Bank of Gordon, No. CIV-96-5035 (W.D.S.D. filed April 15, 1996)(charging American Indians higher interest rates)

United States v. Fleet Mortgage Corp., No. 96-2279 (E.D.N.Y. filed May 7, 1996)(charging African-Americans and Hispanics higher interest rates)

United States v. Long Beach Mortgage Co., No. CV-96-6159 (C.D. Cal. filed Sept. 5, 1996)(charging African-Americans, Latinos, women and persons over age 55 higher interest rates)

47. Despite the fact that HSBC has known or should have known of the discriminatory effect of its credit pricing policy, none of the loan documents inform the customer that its finance rates are subjective and not based solely on risk-related characteristics.

48. Although, pursuant to HSBC's Discretionary Pricing Policy, the final credit rate that a customer pays for credit is subjective, HSBC's advertisements, marketing materials and financing documents universally create and foster the image that HSBC offers non-negotiable, competitive finance rates that are objectively set by HSBC based on credit-risk factors.

49. Despite spending millions of dollars annually on advertising, marketing materials, and the creation and distribution of HSBC financing documents that falsely create and foster the image that HSBC offers competitive rates that are objectively set, HSBC never discloses the truth to its credit applicants concerning the fact that: (a) its credit rates are subjective and can vary significantly among persons with identical credit profiles, and (b) that it has authorized and provided a financial incentive to its loan officers, authorized brokers and correspondent lenders to subjectively increase the credit rate above the rate otherwise available to homeowners.

50. HSBC's black customers, due to the inherent nature of the HSBC's undisclosed pricing system and due to HSBC's deception and concealment, have no way of knowing or suspecting (a) the existence of HSBC's subjective credit pricing policy; (b) that they were

charged additional subjective credit charges; and (c) that they were charged a disproportionately greater amount for their cost of credit than similarly situated white persons.

FACTUAL ALLEGATIONS

Facts Relating To Plaintiff Suyapa Allen

51. Suyapa Allen resides at 78 Blackstone Street, Unit 78, Stoughton, MA 02072.

52. After attending a first-time homebuyer's class and finding a home she wanted to buy, Ms. Allen's realtor, Prudential Scott Haynes Realtor, in Dorchester, Massachusetts, referred her to Zeus Funding to seek financing.

53. On September 8, 2006, Ms. Allen entered into a mortgage transaction with Decision One as lender and Zeus Funding as broker. The transaction was divided into two loans.

54. The larger loan (Loan No. 2090060823014) is a 30-year, adjustable rate loan with a balloon feature and a disclosed APR of 11.2141%. The loan amount was \$243,200.00.

55. According to the HUD-One Settlement Statement, Decision One paid Zeus Funding a yield spread premium of an undisclosed amount in connection with the loan.

56. The smaller loan (Loan No. 2090060823015), which had a loan amount of \$60,800, is a 15-year fixed rate loan with a balloon feature, providing for a final payment of \$53,390.01. The APR of the smaller loan is 12.7483%.

57. A true and correct copy of the Truth-in-Lending disclosure provided in connection with Loan No. 2090060823014 is attached hereto and labeled Exhibit 1.

58. True and correct copies of Truth-in-Lending disclosure and HUD-One Settlement Statement provided in connection with Loan No. 2090060823015 are attached hereto and labeled Exhibit 2 and Exhibit 3, respectively.

59. At the time of the transaction, Ms. Allen had a credit score that would have qualified with many lenders for a mortgage in the prime-market. Instead, Ms. Allen received mortgages at sub-prime rates and on sub-prime terms.

60. On information and belief, unbeknownst to Ms. Allen, the contract APR on the mortgage loans was actually a combination of an objective, risk-based calculation and a totally subjective, discretionary component added pursuant to the HSBC's Discretionary Pricing Policy.

61. On information and belief, Ms. Allen was subject to HSBC's Discretionary Pricing Policy.

62. On information and belief, Ms. Allen was charged a disproportionately greater amount in non-risk-related credit charges than similarly situated white persons.

COUNT I
**(DISCRIMINATION IN VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT
AGAINST HSBC BY PLAINTIFF ON BEHALF OF THE CLASS)**

63. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

64. Decision One and HSBC Finance are creditors as defined in the ECOA, and in the ordinary course of its business, each participated in the decision of whether or not to extend credit to the Plaintiff, the proposed Class representative herein, and all prospective Class members.

65. HSBC designed, disseminated, controlled, implemented and profited from the discriminatory policy and practice alleged herein — the Discretionary Pricing Policy — which has had a disparate economic impact on blacks compared to similarly situated whites.

66. All actions taken by the HSBC loan officers and HSBC's brokers were in accordance with the specific authority granted to them by HSBC and were in furtherance of HSBC's policies and practices.

67. As a result of HSBC's Discretionary Pricing Policy, HSBC has collected more in finance charges from blacks than from similarly situated white persons, for reasons totally unrelated to credit risk.

68. HSBC's Discretionary Pricing Policy violates the Equal Credit Opportunity Act.

69. Plaintiff and prospective class members are aggrieved persons as defined in ECOA by virtue of having been subject to the discriminatory, Discretionary Pricing Policy.

COUNT II
**(DISCRIMINATION IN VIOLATION OF THE
FAIR HOUSING ACT AGAINST HSBC BY PLAINTIFF
ON BEHALF OF THE CLASS)**

70. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

71. HSBC engaged in residential real estate-related transactions with respect to the Plaintiff, the proposed Class representative herein, and all prospective Class members.

72. HSBC's Discretionary Pricing Policy has resulted in discrimination with respect to the Plaintiff, the proposed Class representative herein, and all prospective members of the Class.

73. As a result of HSBC's Discretionary Pricing Policy, HSBC has collected more in finance charges from blacks than from similarly situated white persons, for reasons totally unrelated to credit risk.

74. HSBC's Discretionary Pricing Policy violates the Fair Housing Act and constitutes actionable discrimination on the basis of race.

75. Plaintiff and the Class are aggrieved persons as defined in FHA by virtue of having been subject to the discriminatory, HSBC's Discretionary Pricing Policy.

COUNT III
(DISCRIMINATION IN VIOLATION OF THE

**EQUAL CREDIT OPPORTUNITY ACT AGAINST ZEUS FUNDING BY PLAINTIFF
ON BEHALF OF HERSELF, INDIVIDUALLY)**

76. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

77. Zeus Funding is a creditor as defined in ECOA, and in the ordinary course of its business, participated in the decision of whether or not to extend credit to the Plaintiff.

78. The Plaintiff, Ms. Allen, is a member of a protected class.

79. Following her credit application, Zeus Funding extended credit to Ms. Allen on sub-prime rather than prime terms because of her race.

80. During the same period, Zeus Funding extended credit to similarly situated white borrowers on prime terms.

81. Zeus Funding's conduct violates the Equal Credit Opportunity Act.

82. Ms. Allen is an aggrieved person as defined in ECOA by virtue of having been subject to this disparate treatment.

COUNT IV
**(DISCRIMINATION IN VIOLATION OF THE
FAIR HOUSING ACT AGAINST ZEUS FUNDING BY PLAINTIFF ON BEHALF OF
HERSELF, INDIVIDUALLY)**

83. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

84. Zeus Funding engaged in residential real estate-related transactions with respect to Ms. Allen.

85. The Plaintiff, Ms. Allen, is a member of a protected class.

86. Following her credit application, Zeus Funding extended credit to Ms. Allen on sub-prime rather than prime terms because of her race.

87. During the same period, Zeus Funding extended credit to similarly situated white borrowers on prime terms.

88. Zeus Funding's conduct violates the FHA.

89. Ms. Allen is an aggrieved person as defined in FHA by virtue of having been subject to this disparate treatment.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request the following relief:

On behalf of the Class:

a. Certify this case as a class action and certify the named Plaintiff herein to be adequate class representative and her counsel to be class counsel;

b. Enter a judgment, pursuant to 15 U.S.C. 1691e(c) and/or 42 U.S.C. § 3613, declaring the acts and practices of HSBC complained of herein to be in violation of ECOA and the FHA;

c. Grant a permanent or final injunction, pursuant to 15 U.S.C. 1691e(c) and/or 42 U.S.C. § 3613(c), enjoining HSBC, and HSBC's agents and employees, affiliates and subsidiaries, from continuing to discriminate against plaintiffs and the members of the Class because of their race through further use of the Discretionary Pricing Policy or any non-risk-related Discretionary pricing policy employed by HSBC;

d. Order HSBC, pursuant to 15 U.S.C. § 1691e(c) and/or 42 U.S.C. § 3613(c), to adopt and enforce a policy that requires appropriate training of HSBC's employees and its brokers to prevent discrimination;

e. Order HSBC, pursuant to 15 U.S.C. § 1691e(c) and/or 42 U.S.C. § 3613(c), to monitor and/or audit the racial pattern of its financings to ensure the cessation of discriminatory effects in its home mortgage transactions;

f. Order disgorgement, pursuant to 15 U.S.C. § 1691e (c), of all disproportionate non-risk charges imposed on blacks by HSBC's Discretionary Pricing Policy; and order the equitable distribution of such charges, as restitutionary relief, to all appropriate class members;

g. Order actual and punitive damages to the Plaintiff and the class pursuant to 42 U.S.C. § 3613(c);

h. Award Plaintiff the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees, pursuant to 15 U.S.C. § 1691e(d) and/or 42 U.S.C. § 3613(c); and

i. Grant Plaintiff and the Class such other and further relief as this Court finds necessary and proper.

On behalf of Ms. Allen:

j. Order actual and punitive damages to the Plaintiff pursuant to 42 U.S.C. § 3613(c);

k. Award Ms. Allen the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees, pursuant to 15 U.S.C. § 1691e(d) and/or 42 U.S.C. § 3613(c); and

l. Grant Ms. Allen such other and further relief as this Court finds necessary and proper.

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,
On Behalf of the Plaintiff,

/s/ Gary Klein

Gary Klein

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DATE: September 6, 2007

BORROWERS SUYAPA ALLEN
 ADDRESS 78 BLACKSTONE STREET UNIT 78
 CITY/STATE/ZIP STOUGHTON, MASSACHUSETTS 02072

DATE: SEPTEMBER 8, 2006

LOAN NO.: 2090060823014

LENDER: Decision One Mortgage Company, LLC
 3023 HSBC Way
 Fort Mill, SC 29715

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
11.2141 %	\$ 801,209.87	\$ 243,200.00	\$ 1,044,409.87

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
24	1,652.79	MONTHLY COMMENCING 10-08-06 AND ON THE SAME DAY OF EACH MONTH THEREAFTER	1	174,043.46	09-08-36
6	2,206.80	10-08-08			
6	2,397.83	04-08-09			
323	2,486.29	10-08-09			

DEMAND FEATURE: This loan does not have a Demand Feature. This loan has a Demand Feature:
 All disclosures are based on an assumed maturity date of one year.

VARIABLE RATE FEATURE: This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 78 BLACKSTONE STREET UNIT 78, STOUGHTON, MASSACHUSETTS 02072
 You are giving a security interest in the goods or property being purchased.
 Other:

ASSUMPTION: A subsequent purchaser of this property: cannot assume the remainder of the mortgage on the original terms.
 may under certain circumstances, be allowed to assume the remainder of the mortgage on the original terms.

FILING / RECORDING FEES:

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following insurance: Hazard Insurance Flood Insurance Private Mortgage Insurance
 You may obtain property insurance from anyone you want that is acceptable to Lender.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 3.0% of the overdue payment amount will be due from you.

PREPAYMENT: If you payoff your loan early you: may will not be charged a penalty to prepay this loan in full or in part.
 may will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, right to accelerate before scheduled maturity date, pre-payment refunds and penalties, and further information regarding security interests and the policy regarding assumption of the obligation.
 (e) appearing by a date or figure means it is an estimate.

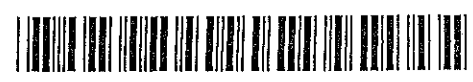
I/We hereby acknowledge reading and receiving a complete copy of this disclosure along with copies of documents referred to in this disclosure.

 SUYAPA ALLEN BORROWER / DATE

 BORROWER / DATE

 BORROWER / DATE

 BORROWER / DATE



BORROWERS SUYAPA ALLEN
 ADDRESS 78 BLACKSTONE STREET UNIT 78
 CITY/STATE/ZIP STOUGHTON, MASSACHUSETTS 02072

DATE: SEPTEMBER 8, 2006

LOAN NO.: 2090060823015

LENDER: Decision One Mortgage Company, LLC
 3023 HSBC Way
 Fort Mill, SC 29715

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
12.7483 %	\$ 110,127.86	\$ 60,176.00	\$ 170,303.86

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE	NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
179	653.15	MONTHLY COMMENCING 10-08-06 AND ON THE SAME DAY OF EACH MONTH THEREAFTER			
1	53,390.01	09-08-21			

DEMAND FEATURE: This loan does not have a Demand Feature. This loan has a Demand Feature:
 All disclosures are based on an assumed maturity date of one year.

VARIABLE RATE FEATURE: This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

SECURITY: You are giving a security interest in the property located at: 78 BLACKSTONE STREET UNIT 78, STOUGHTON, MASSACHUSETTS 02072
 You are giving a security interest in the goods or property being purchased.
 Other:

ASSUMPTION: A subsequent purchaser of this property: cannot assume the remainder of the mortgage on the original terms.
 may under certain circumstances, be allowed to assume the remainder of the mortgage on the original terms.

FILING / RECORDING FEES: 175.00

INSURANCE: Credit life, accident, health or loss of income insurance is not required in connection with this loan. This loan transaction requires the following insurance: Hazard Insurance Flood Insurance Private Mortgage Insurance
 You may obtain property insurance from anyone you want that is acceptable to Lender.

LATE CHARGES: If your payment is more than 15 days late, a late charge of 3.0% of the overdue payment amount will be due from you.

PREPAYMENT: If you payoff your loan early you: may will not be charged a penalty to prepay this loan in full or in part.
 may will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding non-payment, default, right to accelerate before scheduled maturity date, pre-payment refunds and penalties, and further information regarding security interests and the policy regarding assumption of the obligation.

(e) appearing by a date or figure means it is an estimate.

I/We hereby acknowledge reading and receiving a complete copy of this disclosure along with copies of documents referred to in this disclosure.

 SUYAPA ALLEN BORROWER / DATE

 BORROWER / DATE

 BORROWER / DATE

 BORROWER / DATE



A Settlement Statement

**U.S. Department of Housing
And Urban Development**

HUD-1 (3/86) OMB No. 2502-0265

B Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> CONV. UNINS.	6. File Number: 06-096 (2nd)	7. Loan Number:	8. Mortgage Ins. Case No.:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrowers: Suyapa Allen 70 Sanford Street Mattapan, MA 02126	<i>Copy</i>	F. Name and Address of Lender: Decision One Mortgage Company, LLC, ITS Successors and/or assigns 3023 HSBC Way Fort Mill, SC 29715
---	-------------	---

E. Name and Address of Sellers:	H. Settlement Agent: Laine & Associates, P.C. 59 Coddington Street Quincy, MA 02169
--	---

G. Property Location: 78 Blackstone Street Unit 78 Stoughton, MA 02072	I. Settlement Date: 09/08/2006	Place of Settlement: Laine & Associates, P.C. 59 Coddington Street Quincy, MA 02169
--	--	--

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	966.75	403.	
104.		404.	
105.		405.	

Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	\$966.75	420. Gross Amount Due To Seller	\$0.00

200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions in Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	60,800.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1	
205.		505. Payoff 2	
206.		506.	
207.		507.	
208.		508.	
209.		509.	

Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$60,800.00	520. Total Reductions Amount Due Seller	\$0.00

300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	\$966.75	601. Gross amount due to seller (line 420)	\$0.00
302. Less amount paid by/for borrower (line 220)	(\$60,800.00)	602. Less reductions in amount due seller (line 520)	\$0.00
303. CASH <input type="checkbox"/> FROM <input checked="" type="checkbox"/> TO BORROWER:	\$59,833.25	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER:	\$0.00

Buyer's Initials _____

Seller's Initials _____

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$ @ % =				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703.	Commission paid at Settlement				
704.					
800. Items Payable in Connection With Loan					
801.	Loan Origination Fee	% Decision One		399.00	
802.	Loan Discount	%			
803.	Appraisal Fee				
804.	Credit Report				
805.	Lender's Inspection Fee				
806.	Mortgage Insurance Application Fee				
807.	Assumption Fee				
808.	Flood Certification				
809.					
810.					
811.					
812.					
813.					
814.					
815.					
900. Items Required By Lender To Be Paid In Advance					
901.	Interest from	09/08/2006 to 10/01/2006	@ / day		
902.	Mortgage Insurance Premium for	mo. to			
903.	Hazard Insurance Premium for	yrs. to			
904.		yrs. to			
1000. Reserves Deposited With Lender					
1001.	Hazard Insurance	months @	per month		
1002.	Mortgage Insurance	months @	per month		
1003.	City property taxes	months @	per month		
1004.		months @	per month		
1005.		months @	per month		
1006.		months @	per month		
1007.		months @	per month		
1008.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee to				
1102.	Abstract or title search to				
1103.	Title examination to				
1104.	Title Insurance binder to				
1105.	Document preparation to				
1106.	Notary fees to				
1107.	Attorney's fees to Laine & Associates, P.C.			225.00	
	(Includes above item Numbers:)		
1108.	Title Insurance to First American Title Insurance Company			167.75	
	(Includes above item Numbers:)		
1109.	Lender's coverage	60,800.00	Loan Premium: \$167.75		
1110.	Owner's coverage				
1111.					
1112.					
1113.	Title Agent Commission	\$117.42	70%		
1200. Government Recording and Transfer Charges					
1201.	Recording fees: Deed ; Mortgage	175.00	; Releases	175.00	
1202.	City/county tax stamps: Deed ; Mortgage				
1203.	State tax/stamps: Deed ; Mortgage				
1204.					
1300. Additional Settlement Charges					
1301.	Survey to				
1302.	Pest Inspection to				
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$966.75	\$0.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement (pages 1 and 2).

Borrowers

Sellers

Suyapa Allen

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date 09/08/2006

John A. Laine, Esquire

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment.

CIVIL COVER SHEET

C.A. No. 07-11669

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Allen, Suyapa, On behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Norfolk
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Gary Klein, BBO # 560769, Roddy Klein & Ryan, 727 Atlantic Avenue, 2nd floor, Boston, MA 02111, 617-357-5500 (Additional attorney info attached)

DEFENDANTS

DECISION ONE MORTGAGE COMPANY, LLC, HSBC FINANCE CORPORATION, and ZEUS FUNDING, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionalality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15 U.S.C. 1691, et seq. (ECOA); 42 USC 3601, et seq. (FHA)

Brief description of cause:
 Race discrimination in home mortgage lending in violation of ECOA and FHA

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ \$100,000,000.00+ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 09/06/2007 SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

CIVIL COVER SHEET ATTACHMENT

SUYAPA ALLEN, ET AL. v. DECISION ONE MORTGAGE COMPANY, LLC, HSBC FINANCE CORPORATION, and ZEUS FUNDING, LLC

I. (c) Additional Attorneys:

Shennan Kavanagh, BBO # 655174
Gillian Feiner, BBO # 664152
Roddy, Klein & Ryan
727 Atlantic Ave., 2nd floor
Boston, MA 02111
Telephone: (617) 357-5500

Marvin A. Miller
Matthew E. VanTine
Lori A. Fanning
MILLER LAW LLC
115 South LaSalle Street, Suite 2910
Chicago, IL 60603
Telephone: (312) 332-3400

Thomas M. Sobol, (BBO # 471770)
Gregory Matthews (BBO # 653316)
HAGENS BERMAN SOBOL SHAPIRO LLP
One Main Street, 4th Floor
Boston, MA 02142
Telephone: (617) 475-1950
Facsimile: (617) 482-3003

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Suyapa Allen, et al. v. Decision One Mortgage Company, LLC, HSEC Finance Corporation, and Zeus Funding, LLC

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES NO

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Gary Klein, Esq. (additional attorneys listed on civil cover sheet attachment)

ADDRESS 727 Atlantic Ave, 2nd Floor, Boston, MA 02111

TELEPHONE NO. 617-357-5500

6 1 9

20 09 CR 01

BOSTON MUNICIPAL COURT-CENTRAL DIVISION

DOCKET ENTRIES

AMES

AMES CHECK FILE
11718 11/11/09
11718 11/11/09
11718 11/11/09

OCT 27 2009

18 Defendant Not In (In Court) Attorney Van Dyke
9:31 ADA Rumanz Approves 105.67876

100 to December 1 am mag

Rm 10 motion

Sumnerville

Nov 25, 2009 attorney Dyke files motion to Dis with exhibits for

DEC 01 2009

Defendant Not In (In Court) Attorney Van Dyke
1017 ADA Zickler Approves 105.67876

DK process called for today

sent to Tom J

Rm 10 Motion

Sumnerville
Ced

DEC 18 2009

Case called into Court at request of defendant

10 Defendant Not In (In Court) Attorney Van Dyke
1:00 pm ADA Kelly Approves 105.67876

Motion of withdrawal of Counsel (prev. filed) - no action taken

Horgan Tom



BOSTON MUNICIPAL COURT DEPARTMENT
CRIMINAL BUSINESS DIVISION

NAME: Indra Karan Raja DOCKET # 09 CR 6161

OFFENSE: _____

JAN 08 2010

Room #	<u>10</u>	Defendant	<u>Not In / In Court</u>	Attorney	<u>Van Dyke</u>	Appears
Time:	<u>9:53</u>	ADA	<u>Bates</u>	Appears	<u>P.O. Lauson</u>	Appears

DEFAULT WARRANT TO ISSUE

Warrant Issued Warrant Management System Notice

Warrant Returned Warrant Management System Notice

JAN 27 2010

Room #	<u>17</u>	Defendant	<u>Not In / In Court</u>	Attorney	<u>Garcia-Kowach</u>	Appears
Time:	<u>12:19</u>	ADA	<u>Demore</u>	Appears	<u>P.O. Lauson</u>	Appears

Default Removed no fee

100 to March 10 summary

Rm 10 Motor

Idrogem

MAR 10 2010

Room #	<u>10</u>	Defendant	<u>Not In / In Court</u>	Attorney	<u>GARCIA-KOWACH</u>	Appears
Time:	<u>10:05</u>	ADA	<u>BATES</u>	Appears	<u>P.O. LAUSON</u>	Appears

100 TO APRIL 6

MOTION ROOM 10

summary
Redd J
RJA

BOSTON MUNICIPAL COURT DEPARTMENT
FOR CRIMINAL BUSINESS

NAME: Indra Kacan Raja

DOCKET # 09-0141

OFFENSE: _____

MAR 22 2010. Called into Court @ Request of Defl
 Defl's Waiver of Counsel Received + Filed. (KN)
 Rape # 10 Defendant Not In / In Court Attorney NOT PRESENT Appears
 Footage 10:20 ADA DEMORE Appears PO PAMPONILE Appears
 Defendant REQUEST TO PROCEED PRO-SE ALLOWED HOWEVER
 NO COLLOQUY WAS GIVEN ON DEFENDANT'S WAIVER OF RIGHT TO COUNSEL.
 Court'd to APRIL 6
 ROOM 10 MOTION
 Redd, Jare

APR 05 2010
 Rape # _____ Defendant Not In / In Court Attorney _____
 Footage _____ ADA _____ Appears PO _____
 Defendant's Motion for Holding PTC, Motion for Granting
 of Ancillary Funds Motion for Bill of Particulars,
 Motion for Vacating Commencement / His Motion rec'd + h/b/

APR 05 2010
 Rape # 10 Defendant Not In / In Court Attorney ADOSE Appears
 Footage 12:05 ADA KACKMAN Appears PO LAUTON Appears
 Colloquy held on Waiver of Counsel - Waiver Accepted by Court
 AUTO COURT 1 / Dismissed
 BY REQUEST OF DEFENDANT
 WITH CONSENT OF COURT
 Lyons Jare

ADDEUNDUM-F.

TRIAL COURT OF MASSACHUSETTS BOSTON MUNICIPAL COURT DEPARTMENT	DIVISION <i>Central</i>
COMMONWEALTH vs. <u><i>Indra Raja Karan</i></u> NAME OF DEFENDANT	DOCKET NUMBER <i>0901 CR 6161</i>

PRETRIAL CONFERENCE REPORT

A pretrial conference between the parties was conducted on *October 6*, 2009 with the following results:

1. AUTOMATIC MANDATORY DISCOVERY FOR THE DEFENDANT. See Rule 14(a)(1)(A). The Commonwealth has disclosed to the defense and permitted the defense to discover, inspect and copy the following, provided it is relevant to the case and is in the possession, custody or control of the prosecutor, persons under the prosecutor's direction and control, or persons who have participated in investigating or evaluating the case and either regularly report to the prosecutor's office or have done so in the case:

Y	N	C/D	N/A	(Not applicable because not relevant to case or not in the possession, custody or control of the prosecutor.)
	✓			Any written or recorded statements, and the substance of any oral statements, made by the defendant or a co-defendant.
			✓	Grand jury minutes, and the written or recorded statements of a person who has testified before a grand jury.
	✓			Any facts of an exculpatory nature.
	✓			The names, addresses, and dates of birth of the Commonwealth's prospective witnesses other than law enforcement witnesses. The Commonwealth shall also provide this information to the Probation Dept.
✓				The names and business addresses of prospective law enforcement witnesses. (<i>Stephen McNulty</i>)
	✓			Intended expert opinion evidence, other than evidence that pertains to the defendant's criminal responsibility and is subject to subdivision (b)(2). Such discovery shall include the identity, current curriculum vitae, and list of publications of each intended expert witness, and all reports prepared by the expert that pertain to the case.
	✓			Material and relevant police reports, photographs, tangible objects, all intended exhibits, reports of physical examinations of any person.
	✓			Reports of scientific tests or experiments, e.g., substance analysis, ballistics, and fingerprints.
	✓			Statements of persons the party intends to call as witnesses. See definition of statement in Rule 14(d).
	✓			Summary of identification procedures, and all statements made in the presence of or by an identifying witness that are relevant to the issue of identity or to the fairness or accuracy of the identification procedure.
	✓			Disclosure of all promises, rewards or inducements made to witnesses the party intends to present at trial.

2. DISCRETIONARY DISCOVERY. The court has ordered or the parties have agreed to provide the following:

Y	N	C/D	(Please list and indicate whether provided.)
	✓		<i>Notice to Defendant of Commonwealth's intention to introduce evidence of prior or subsequent bad acts at trial.</i>

3. CONTINUING DUTY. See Rule 14(u)(4). The undersigned acknowledge that each party shall promptly notify the other party if it subsequently learns of additional material which it would have been required to disclose or produce pursuant to rule or court order, and

shall disclose said material in the same manner as required by this rule.

4. AUTOMATIC RECIPROCAL DISCOVERY FOR THE PROSECUTION. See Rule 14(a)(1)(B). Following the Commonwealth's delivery of both automatic mandatory discovery and court ordered discretionary discovery, the defendant has disclosed to the prosecution and permitted the Commonwealth to discovery, inspect and copy the following material and relevant evidence which the defendant intends to offer at trial:

Defendant's obligation is not yet triggered because the Commonwealth has not completed all automatic mandatory discovery and court ordered discretionary discovery.

Y	N	C/D	N/A	(Not applicable because the defendant does not intend to offer it at trial.)
				Intended expert opinion evidence, other than evidence that pertains to the defendant's criminal responsibility and is subject to subdivision (b)(2). Such discovery shall include the identity, current curriculum vitae, and list of publications of each intended expert witness, and all reports prepared by the expert that pertain to the case.
				Material and relevant police reports, photographs, tangible objects, all intended exhibits, reports of physical examinations of any person.
				Reports of scientific tests or experiments, e.g., substance analysis, ballistics, and fingerprints.
				Statements of persons the party intends to call as witnesses. See definition of statement in Rule 14(d).
				Disclosure of all promises, rewards or inducements made to witnesses the party intends to present at trial.
				Names, addresses, and dates of birth of those persons whom the defendant intends to call as witnesses at trial.

5. UNAGREED PRETRIAL MOTIONS. The parties anticipate filing the following pretrial motions which were not agreed upon, and which will be heard on _____, 20__:

Defendant reserves right to Motion to Suppress Statements, Motion to Quash, Motion in Limine on day of trial. Chg mot in limine to be filed @ trial

6. STIPULATIONS OF FACT: None.

7. CERTIFICATION. The undersigned certify that the above Pretrial Conference Report was filed on October 6, 2007, and that each party is bound by this Report, which shall control the subsequent course of the proceedings.

Joseph B. Bates
Assistant District Attorney/Police Prosecutor

[Signature]
Defense Counsel

Defendant (required when waiving a constitutional right or when the Report contains stipulations as to material facts)

To be completed by judge:

<input type="checkbox"/>	This Report has been submitted in its entirety and accepted by the court.
<input type="checkbox"/>	Compliance with all discovery has been accomplished.
<input type="checkbox"/>	The aggrieved party has waived the right to a compliance hearing. Out of court compliance due by _____, 20__.
<input type="checkbox"/>	This matter has been scheduled for a compliance hearing pursuant to Rule 11(b)(2)(iii) on _____, 20__.
<input type="checkbox"/>	Defendant's Compliance Date (to be imposed <u>only</u> after the Commonwealth's full compliance): _____, 20__.
<input type="checkbox"/>	This matter has been scheduled for Motion Hearing/Trial Assignment/Trial on _____, 20__.

Date _____

Justice _____

Addendum - 6

AK

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

BOSTON MUNICIPAL COURT
CENTRAL DIVISION
Docket _____

COMMONWEALTH

v.

Judra Karan Raja

COMMONWEALTH'S MOTION FOR A PROTECTIVE ORDER

Now comes the Commonwealth in the above-captioned matter and, pursuant to Mass. R. Crim. P. 14(a)(6), requests that this Court issue a discovery protective order prohibiting Counsel for the Defense from providing, duplicating, or otherwise distributing the addresses and contact information of civilian witnesses, including but not limited to the unredacted Police Reports and CAD sheets, as well as any and all other unredacted discovery items (hereinafter "**materials**") to the defendant or any other person. Specifically the Commonwealth requests that this Court issue a discovery protective order stating that:

1. Except as provided in paragraph 2, Counsel for the Defense shall not give, provide, duplicate, or otherwise distribute said **materials** or copies of said **materials** to any other person including but not limited to the defendant.
2. Counsel for the Defense may make said **materials** or copies of said **materials** available to individuals employed by and directly supervised by Counsel for the Defense, including investigators, who are engaged by Counsel for the Defense to assist in the preparation for trial of the above mentioned case.
3. Counsel for the Defense may not reveal the **content** of any such redaction contained in said **materials** to any person other individuals employed by and directly supervised by

Counsel for the Defense who are engaged by Counsel for the Defense to assist in the preparation for trial of the above mentioned case.

As reasons therefore, the Commonwealth asserts that:

1. The defendant is charged with ~~_____~~ ^{of responsibility} _____.
2. The Commonwealth does not seek to prevent Counsel for the Defense from discussing the content of the **materials** (except for the witness's contact information) or to prevent the defendant from reading or reviewing redacted versions of the materials. *See* Mass. R. Crim. P. 14(a)(6) ("The judge may, for cause shown, grant discovery to a defendant on the condition that the material to be discovered is to be available to only to counsel for the defendant").
3. The Commonwealth does not seek to prevent Counsel for the Defense from providing copies of the **materials** to the defendant as long as they do not disclose the contact information of any witnesses.
4. The Commonwealth's request is narrowly tailored to prevent the defendant from possessing, maintaining, and/or potentially disseminating the materials, and not to deny the defendant access to the material to read and/or review in the preparation of his defense. *See* Mass. R. Crim. P. 14(a)(6) (Upon sufficient showing, the judge may at any time order that the discovery or inspection be denied, restricted, or deferred, or make such other order as is appropriate . . . [and] may, for cause shown, grant discovery to a defendant on the condition that material to be discovered be available only to counsel for the defendant); *See also, Commonwealth v Stewart*, 365 Mass. 99, 106 n.9 (1974) (Court may limit discovery of grand jury testimony to defense counsel only).
5. A limited discovery order is necessary to both protect the safety of the witness and to prevent individuals from attempting to intimidate the witness. *See* Mass Rule. Crim. P. Rule 14(a)(6), Reporter's Notes, and cases cited therein; *See also Commonwealth v Lewinsky*, 367 Mass. 889, 902 (1975) ("Among the possible reasons which might result



**Boston Police Department
Arrest Booking Form**

Report Date: 08/24/2009 12:22
 Booking Status: Unverified
 Printed By: TAVARES, Kim

District: 04 UCR Code: 2610
 OBTN:

Court of Appearance: Boston Municipal Court

Master Name:

Age: 47

Location of Arrest: 700 Boylston St, Boston

Booking Name: RAJA, Indra Karan

Alias:

Address: 444 Harrison Ave, BOSTON MA US



Charges:

Trespassing (266-120)
 Threats

Booking #: 09-01972-04 Incident #: 090485000 CR Number:
 Booking Date: 08/24/2009 12:11 Arrest Date: 08/24/2009 12:00 RA Number:

Sex: Male	Height: 5'07	Occupation:
Race: East Indian	Weight: 140 lbs	Employer/School:
Date of Birth: 08/16/1962	Buld: Medium	Emp/School Addr: MA US
Place of Birth: NIZAMABAD II	Eyes Color: Brown	Social Sec. Number:
Marital Status: Single	Hair Color: Black Part Grey	Operators License:
Mother's Name: TULSEA, Tulsea	Complexion: Light	State: MA
Father's Name: RAO, Muthyam		

Phone Used: No	Scars/Marks/Tattoos:
Examined at Hospital: No	Clothing Desc: white sneakers, blue running pants, black red white shirt
Breathalyzer Used: No	
Examined by EMS: No	

Arresting Officer: BPD 91711	KELLEY, Michael M	Cell Number: 17
Booking Officer: BPD 80393	TAVARES, Kim	Partner's #: 86846
Informed of Rights: BPD 91711	KELLEY, Michael M	Unit #: D637D
Placed in Cell By: BPD 80393	TAVARES, Kim	Trans Unit #: D435D
Searched By: BPD 103583	TURCOTTE, Jason	

Cautions:	Booking Comments:	Visible Injuries:
		none

Person Notified:	JUVENILE INFORMATION	Relationship:	Phone:
Address:		Juv. Prob. Officer:	
Notified By:			Notified Date/Time:

Bail Set By:	I Selected the Ball Comm.
Bailed By:	
Amount:	_____
	Signature of Prisoner

BOP Check:	BPD	86846	MCNULTY, Stephen
Suicide Check:			
BOP Warrant:			
BOP Court:			

			Signature of Duty Supervisor



Edward F Davis, Police Commissioner

INCIDENT REPORT

ORIGINAL		STATUS: UNAPPROVED								
KEY SITUATIONS None		COMPLAINT NO. D90485000	RPT DIST. D4	CAD RA 143	RPT RA 143	CLEAR. DIST.				
UCR INCIDENT DESCRIPTION		UCR FINAL INCIDENT DESCRIPTION		STATUS	DATE OCCURRED FROM 08/24/2009	DATE OCCURRED TO				
LOCATION OF INCIDENT 688 BOYLSTON ST			APT	DISPATCH TIME 11:57 AM	TIME OCCURRED FROM 11:57 AM	TIME OCCURRED TO				
NEIGHBORHOOD BACK BAY		TYPE OF BUILDING PUBLIC LIBRARY		PLACE OF ENTRY FRONT DOOR	WEATHER SUNNY - DAY	LIGHTING INSIDE - WELL LIT				
TYPE OF WEAPON-TOOL NONE	SUSPECT MODE OF TRANSPORTATION FOOT		VICTIM'S ACTIVITY AT WORK		SUSPECT RELATIONSHIP TO VICTIM NONE					
UNUSUAL ACTIONS AND STATEMENTS OF PERPETRATOR MADE NUMEROUS THREATENING STATEMENTS										
PERSONS	1	TYPE VICTIM		NAME (LAST, FIRST, MI) CESAREO, RICHARD		S.S. NO.	BOOKING NO. 0	DOCKET NO.		
	ALIAS			GENDER 000 MALE	RACE WHITE NON-HISPANIC		DOB 05/29/1951	AGE 58		
	HEIGHT 0-00	WEIGHT 000	BUILD N/A	HAIR		EYES				
	OCCUPATION LIBRARY EMPLOYEE		MARITAL STATUS	EMAIL ADDRESS						
	SPECIAL CHARACTERISTICS(INCLUDING CLOTHING) XT 4222									
PERSONS	2	TYPE WITNESS		NAME (LAST, FIRST, MI) HULME, GEORGE		S.S. NO.	BOOKING NO. 0	DOCKET NO.		
	ALIAS			GENDER 0000 MALE	RACE WHITE NON-HISPANIC		DOB 10/11/1950	AGE 58		
	HEIGHT 0-00	WEIGHT 000	BUILD N/A	HAIR		EYES				
	OCCUPATION DIRECTOR OF SECURITY		MARITAL STATUS	EMAIL ADDRESS						
	SPECIAL CHARACTERISTICS(INCLUDING CLOTHING) XT 4222									
PERSONS	3	TYPE OFFENDER		NAME (LAST, FIRST, MI) RAJA, INDRA KARAN		S.S. NO. 000-00-0000	BOOKING NO. 90197204	DOCKET NO.		
	ALIAS			ADDRESS 444 HARRISON AVE , BOSTON MA 00000-0000		GENDER MALE	RACE EAST INDIAN		DOB 08/16/1962	AGE 47
	HEIGHT 5-07	WEIGHT 140	BUILD MEDIUM	HAIR BLACK		EYES BROWN				
	OCCUPATION UNEMPLOYED		MARITAL STATUS	EMAIL ADDRESS				CONTACT #1	CONTACT #2	
	SPECIAL CHARACTERISTICS(INCLUDING CLOTHING)									
NARRATIVE AND ADDITIONAL INFORMATION:										

About 11:57 a.m. on Monday August 24, 2009, Officer McNulty (ID#86846) as the D633D unit responded to a radio call for a removal at the Boston Public Library located at 666 Boylston Street.

Also responding to the scene were the D900 (Sgt. Power), D637D (Kelley) and the D435D (Turcotte).

On arrival, Officer McNulty spoke with the building security director (George Hulme - witness) who stated that a middle eastern male (later identified as Indra Karan Raja - suspect) was trespassing in the building and threatening his staff. The witness (Hulme) stated that the suspect (Raja) had approached a staff member (Richard Casareo - victim) and made threatening comments. Officer McNulty spoke with the victim (Casareo) who stated that the suspect told him he wanted to fight him and stated that he would wait outside for him. The witness (Hulme) stated that the suspect had made similar statements towards other staff members in the past. The witness stated that when the suspect continued to be belligerent towards staff members he was instructed to leave the building or he could be arrested for trespassing. The witness stated that the suspect left the building via the Dartmouth Street exit only to return through the Boylston Street entrance about five minutes later. The witness stated that the suspect then took the elevator to the administrative offices on the third floor. Officers met the witness and the suspect on the third floor and did observe the suspect to be extremely argumentative towards the witness.

The suspect was placed under arrest and transported to District Four for booking by the D435D.

UNIT ASSIGNED D633D	SHIFT 2	REPORTING OFFICER'S NAME McNulty, Stephen	REPORTING OFFICER'S ID 86846	PARTNER'S ID 0
SPECIAL UNITS NOTIFIED (REPORTING)				
Area D-4				
DATE OF REPORT 08/24/2009	TIME COMPLETED 01:02 PM	APPROVING SUPERVISOR NAME N/A	APPROVING SUPERVISOR ID 0	

Addendum B

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston Municipal Court.

Central division.

Docket No. 0901 CR 6161

COMMONWEALTH OF MASSACHUSETTS

v.

INDRA KARAN RAJA

MOTION FOR BILL OF PARTICULARS

Now comes, Mr. Indra Karan Raja who has been granted by the Honorable court to represent himself in the above entitled matter as Pro Se and moves this Honorable Court, pursuant to Mass_ R Crime Pro. 13 (b) (I), to order the Commonwealth to furnish him with the following particulars:

- 1) Where is the defendant alleged to have trespassed at Boston Public Library?
- 2) From which building of the Boston Public library was he asked to leave? and Who asked the defendant to leave?
- 3) As mentioned in Prosecutions investigative report, To ADA Larry Bates from: Mark Tobin Investigator, Reference: Commonwealth V Indra karan Raja. Date: October 15, 2009.

➤ Two days before the defendant was arrested Mr. George Hulme, Head of Building security, Boston Public library, began the stages of taking out a No trespass citation on the defendant from the Library.

4) Why wasn't the defendant served with the citation on the day he was asked to leave the library?

5) What was said to Mr. Indra karan Raja, when he was told to leave?

1) The defendant also acting as Pro Se humbly states in support of this Motion that the complaint fails to specify who allegedly told the defendant to leave (the police report states only "he was instructed"), where as he was told to leave (the police report states only "the building"), or how it was explained to him and why he should leave or what areas he should stay away from.

6) Why not a citation was issued to the defendant listing the reasons for asking him to leave the library?

❖ The defendant now acting as Pro Se also wants to bring to the attention of the Honorable court, whether there are any standard procedures with regard

to the specific action of "Removal and Arrest "of the defendant and in support of it.

- 7) Or is it a standard procedure in the libraries of Commonwealth of Massachusetts, which undertakes a similar actions towards its clients (the members of the library) with regard to any of the violations the defendant is charged with and are there any precedence to such effect?

❖ For this reason the complaint does not explain with sufficient detail the time, manner and means of the offenses alleged and accordingly prohibits the defendant from preparing an adequate defense, in violation of the defendant's rights to due process, to prepare a defense and to effective representation as guaranteed by the Sixth and Fourteenth Amendments of the U.S. Constitution and Article XII of the Massachusetts Declaration of Rights. Commonwealth v. Montanino, 409 Mass. 500. 512 (1991), quoting United States v. Cruikshank, 92 U.S. 542, 558 (1875).

➤ *The object of the indictment is, first, to furnish the accused with such a description of the charge against him, as will enable him to make his defense. A*

An indigent defendant is entitled to ask for funds for expert help *ex parte* to avoid prejudicing the defendant by "forcing him to reveal his theory of the case in the presence of the district attorney." *Brooks v. State*, 385 S.E.2d 81 (Ga.1989). to order the Commonwealth to grant necessary funds to cover all related expenses.

In *McCracken County Fiscal Court v. Graves*, Ky., 885 S.W.2d 307 (1994) the Kentucky Supreme Court set out a very helpful principle: *Indigents are entitled to be represented to the same extent as monied defendants.*

See *Jacobs v. Commonwealth*, Ky., 58SW 3d 435, 440 (2001).

The Kentucky Supreme Court unanimously held that the hearing to "determine petitioner's competency to voluntarily and intelligently waive any defenses or otherwise direct his defense...." had to be conducted in accord with the 5th and 6th amendments."To avoid any possible violation of the petitioner's constitutionally protected rights, it is mandated that when issues arise in said hearing involving petitioner's attorney-client privilege, right against self-incrimination or his right to prepare and present a defense, said proceedings shall be conducted by the trial court *in camera* and *ex parte*, but on the record."

Addendum - C

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Boston Municipal Court central division.
Docket No. 0901 CR 6161

COMMONWEALTH

V.

INDRA KARAN RAJA

MOTION FOR GRANTING OF ANCILLARY FUNDS FOR PRO SE

INDIGENT DEFENDENT

Now comes Mr. Indra Karan Raja in the above entitled matter and moves this Honorable Court, pursuant to the Criminal Justice Act, 18 U.S.C. 3006A(e)(1), has provided that requests by indigents for funds for resources be done *ex parte* if the defendant wants that confidential process.

That statute states, "Counsel for a person who is financially unable to obtain, Investigative, expert, or other services necessary for adequate representation may request them in *an ex parte* application.

crime is made up of facts and intent and these must be set forth in the indictment, with reasonable particularity of "time, place and circumstances".

Respectfully Submitted,

INDRA KARAN RAJA

Pro Se defendant.

(

Monday, April 05. 2010

in denial, in whole or part, of disclosure of a statement, would be . . . danger to persons mentioned in the statement or other security reasons”); *Stewart*, 365 Mass. at 106 (while the defendant need not show a particularized need for discovery of grand jury transcripts, a court may limit discovery of grand jury minutes “to protect persons mentioned or for other reasons of security”).

Where (a) the defendant is charged with ~~murder~~ trespassing;

(b) the witness has been assured that steps will be taken to protect them, (c) and the Commonwealth is not seeking to deny the defendant the opportunity to review with his attorney the evidence in the case, the Commonwealth respectfully requests that this Court grant the Commonwealth’s motion for a limited discovery protective order.

Respectfully submitted
For the Commonwealth,

DANIEL F. CONLEY
DISTRICT ATTORNEY

By: _____
Assistant District Attorney
One Bulfinch Place, 4th Floor
Boston, MA 02114
(617) 619-4000

Dated:

commonwealth and Indra karan Raja.

Since the court has granted the defendant to self represent as Pro Se , the defendant forwards his request to honorable to court to entertain his request in calling for a pre trial conference, so that the defendant now acting can know the complete extent of the charges brought against him by the commonwealth and also know what the prosecutions ground for substantiating the charges.

So The defendant now acting as Pro Se requests the honorable court to grant a pretrial conference.

Respectfully Submitted,

INDRA KARAN RAJA.

Pro SE Defendent.

(HOMELESS)

Monday, April 05, 2010

NO.09563 order issued by supreme Judicial court dt.Dec
29,2006 in a model notice-

1. Commonwealth notice accompanying summons to record holder and third party subject of hearing of defendants Motion under Rule 17 (A) (2) of Massachusetts Rules of Criminal procedure, 378MASS. 885 (1979);
2. NOTICE ACCOMPANYING SUMMONS TO KEEPER OF RECORDS.

(For records not presumptively privileged or as to which privilege has been waived);
3. NOTICE ACCOMPANYING SUMMONS TO KEEPER OF RECORDS (for presumptively privileged records);
4. PROTECTIVE ORDER FOR DEFENSE COUNSEL;
5. ORDER ALLOWING ACCESS TO PRIVILEGED RECORDS BY PERSONS OTHER THAN DEFENSE COUNSEL.

A general observation by the law is that, it is the privilege of the defendant to be present at the time of Pretrial conference, unless the defendant chooses to forgo the privilege voluntarily.

During the first pretrial conference meeting the defendant was neither informed nor told of his right to be present and know the details of the conference between the

Addendum A

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

BOSTON MUNICIPAL COURT CENTRAL
DIVISION DOCKET No. 0901 CR 6161

COMMONWEALTH

V.

INDRA KARAN RAJA

MOTION FOR HOLDING A PRE TRIAL CONFERENCE.

In pursuant of Rule 17.1. Pretrial Conference, The defendant now acting as Pro Se requests the honorable court to grant a pretrial conference.

Rule 17.1. Pretrial Conference

On its own, or on a party's motion, the court may hold one or more pretrial conferences to promote a fair and expeditious trial. When a conference ends, the court must prepare and file a memorandum of any matters agreed to during the conference.

The government may not use any statement made during the conference by the defendant or the defendant's attorney unless it is in writing and is signed by the defendant and the defendant's attorney.

See Commonwealth V Sean Dwyer.

Addendum 8 E

20 09 OCT 6 9 1 6 1

INDRA KARAN RAJA

BOSTON MUNICIPAL COURT-CENTRAL DIVISION

DOCKET ENTRIES		ATTORNEY
Legal Counsel Fee Assessment		CPCS
Legal Counsel Fee Contribution		Van Dyke
Victim/Witness Fund Assessment		KOVACH
Drug Analysis Fund Assessment		PRO-SC
Supervised Probation Fee		
DATE 2 4 2009		BAIL ONLY
17	ATTORNEY SUPPORTED BY COURT	
3:50 PM ZADEK	LAWTON	
	PLEADS NOT GUILTY	SEE NO.
Comm. Files Motion for		
PROTECTIVE ORDER - ALLOWED		
10/6/09	100 TO OCTOBER 6 AM	
11/17/09	PTC Room 11	
BAIL WARNING GIVEN		
STAY AWAY - ALL BRANCHES BOSTON PUBLIC LIBRARY		
	FORDEJ	
	RTL	
OCT 06 2009	11 Defendant Not In Court	Attorney CPCS
11:17 AM	Appears FO	Ganshile
PTC report filed revised		
DATE	100 TO Oct 27 AM	
10/27/09		
10/27/09		
Def. Motion for bail w/ post (allowed)		
	PERNSTEN	

an investigational inquiry.

Since the beginning of the case for "Trespassing", which supposed to have occurred around noon on August 24, 2009 at Boston public Library and in addition the commonwealth later on retracting the charges from threats and trespassing to trespassing alone is in itself an "evidence" to the fact that there was no threat or any such fearful aspects which require the safety of the witnesses, existed in the first place.

Hence it is legitimate on the part of the defense to request the court to vacate the protective order which on hindsight does correspond to the lapses in observing rules while arresting the defendant and charging him unduly with "trespassing" more so to make it to look like the charges and the process involving the arrest of the defendant as necessary measure in the Interest of commonwealth and extend its influence over the court based on a false premises is an overreaching attempt by the prosecution and in being able to do so would only seem as impingement on the due process.

Respectfully Submitted,

INDRA KARAN RAJA.

Pro SE Defendant.

Monday, April 05, 2010

Addendum - D

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

BOSTON MUNICIPAL COURT
CENTRAL DIVISION
DOCKET No. 0901 CR 6161

COMMONWEALTH

V

INDRA KARAN RAJA

MOTION FOR VACATING THE COMMONWEALTH'S MOTION FOR A
PROTECTIVE ORDER.

As the Commonwealth in pursuant of Mass R.P.14 (a) (6) requested for a protective order to be issued in prohibiting the defendant having any access to the information and contact information of civilian witnesses including but not limited to the unredacted Police reports and CAD sheets and all other unredacted discovery items (hereinafter" materials") to the defendant or any other person.

The defendant acting as PRO SE request the honorable court to vacate the said order and also allow access to the institutions which are directly or indirectly involved with the ongoing case, while the argument provided by the Commonwealth in favor of the order is proved to be baseless in their facts and assumptions, which include the need to protect the safety of the witnesses and access to the institutions for

defense.

Here with I request the court to grant a motion allowing the pro se defendant to avail funds in support of the defense expenses.

Respectfully Submitted,

Indra Karan Raja.

Pro Se Defendant.

(Homeless)

Monday, April 05, 2010.

Boston, MA 02108

Your honor please refer to, State v. Batchelder, 7 Vt. L.W. 172 (1996); State v. Lizotte, No. 96-154 (Vt. July 26, 1996) (unpublished memo.) and State v. Handson (94-634); 166 Vt. 85; 689 A.2d 1081 (Filed 13-Dec-1996). The presentation provided by the counsel in request for granting the ancillary funds for the defendant along with all other cited here were charged with criminal offences for them to avail the funds and not limited all that is available under the law, with due process.

Whether the defendant is pro se or represented by a public defender. In either case the cost of the service is appropriately allocated from the budget of the Defender General.

See...State v. Wool, 162 Vt. 342, 648 A.2d 655 (1994):

Given that indigent defendants who choose to represent themselves are entitled under the Public Defender Act, 13 V.S.A. § 5231(2),(FN1) "to public funding for ... necessary expenses" related to their defense.

Your honor in the light above stated facts, it has been noted that a long standing precedence had been observed by various courts in granting the Pro Se defendants with the necessary expenses, for them to successfully conduct their

APPENDIX I



**Boston Police Department
Arrest Booking Form**

Report Date: 08/24/2009 12:22
Booking Status: Unverified
Printed By: TAVARES, Kim

District: 04 UCR Code: 2610
OBTN:

Court of Appearance: Boston Municipal Court

Master Name:

Age: 47

Location of Arrest: 700 Boylston St, Boston

Booking Name: RAJA, Indra Karan

Allas:

Address: 444 Harrison Ave, BOSTON MA US



Charges:

- Trespassing (266-120)
- Threats

Booking #: 09-01972-04 Incident #: 090485000 CR Number:
Booking Date: 08/24/2009 12:11 Arrest Date: 08/24/2009 12:00 RA Number:

Sex: Male	Height: 5'07	Occupation:
Race: East Indian	Weight: 140 lbs	Employer/School:
Date of Birth: 08/16/1962	Build: Medium	Emp/School Addr: MA US
Place of Birth: NIZAMABAD II	Eyes Color: Brown	Social Sec. Number:
Marital Status: Single	Hair Color: Black Part Grey	Operators License:
Mother's Name: TULSEA, Tulsea	Complexion: Light	State: MA
Father's Name: RAO, Muthyam		

Phone Used: No	Scars/Marks/Tattoos:
Examined at Hospital: No	Clothing Desc: white sneakers, blue running pants, black red white shirt
Breathalyzer Used: No	
Examined by EMS: No	

Arresting Officer: BPD 91711 KELLEY, Michael M	Cell Number: 17
Booking Officer: BPD 80393 TAVARES, Kim	Partner's #: 86846
Informed of Rights: BPD 91711 KELLEY, Michael M	Unit #: D637D
Placed in Cell By: BPD 80393 TAVARES, Kim	Trans Unit #: D435D
Searched By: BPD 103583 TURCOTTE, Jason	

Cautions:	Booking Comments:	Visible Injuries: none
-----------	-------------------	---------------------------

Person Notified:	JUVENILE INFORMATION	Relationship:	Phone:
Address:		Juv. Prob. Officer:	
Notified By:		Notified Date/Time:	

Bail Set By:	I Selected the Ball Comm.
Bailed By:	
Amount:	_____
	Signature of Prisoner

BOP Check:	BPD	86846	MCNULTY, Stephen
Suicide Check:			
BOP Warrant:			
BOP Court:			
			Signature of Duty Supervisor

Boston Police

Edward F Davis, Police Commissioner

INCIDENT REPORT

ORIGINAL STATUS: UNAPPROVED

KEY SITUATIONS None	COMPLAINT NO. 090485000	RPT DIST. D4	CAD RA 143	RPT RA 143	CLEAR. DIST.
UCR INCIDENT DESCRIPTION	UCR FINAL INCIDENT DESCRIPTION	STATUS	DATE OCCURRED FROM 08/24/2009	DATE OCCURRED TO	
LOCATION OF INCIDENT 666 BOYLSTON ST	APT	DISPATCH TIME 11:57 AM	TIME OCCURRED FROM 11:57 AM	TIME OCCURRED TO	
NEIGHBORHOOD BACK BAY	TYPE OF BUILDING PUBLIC LIBRARY	PLACE OF ENTRY FRONT DOOR	WEATHER SUNNY - DAY	LIGHTING INSIDE - WELL LIT	
TYPE OF WEAPON-TOOL NONE	SUSPECT MODE OF TRANSPORTATION FOOT	VICTIM'S ACTIVITY AT WORK	SUSPECT RELATIONSHIP TO VICTIM NONE		

UNUSUAL ACTIONS AND STATEMENTS OF PERPETRATOR

MADE NUMEROUS THREATENING STATEMENTS

PERSONS	1	TYPE VICTIM	NAME (LAST, FIRST, MI) CESAREO, RICHARD	S.S. NO.	BOOKING NO. 0	DOCKET NO.
	ALIAS	GENDER MALE	RACE WHITE NON-HISPANIC	DOB 05/29/1951	AGE 58	
	HEIGHT 0-00	WEIGHT 000	BUILD N/A	HAIR	EYES	
	OCCUPATION LIBRARY EMPLOYEE	MARITAL STATUS	EMAIL ADDRESS			
	SPECIAL CHARACTERISTICS (INCLUDING CLOTHING) XT 4222					

PERSONS	2	TYPE WITNESS	NAME (LAST, FIRST, MI) HULME, GEORGE	S.S. NO.	BOOKING NO. 0	DOCKET NO.
	ALIAS	GENDER MALE	RACE WHITE NON-HISPANIC	DOB 10/11/1950	AGE 58	
	HEIGHT 0-00	WEIGHT 000	BUILD N/A	HAIR	EYES	
	OCCUPATION DIRECTOR OF SECURITY	MARITAL STATUS	EMAIL ADDRESS			
	SPECIAL CHARACTERISTICS (INCLUDING CLOTHING) XT 4222					

PERSONS	3	TYPE OFFENDER	NAME (LAST, FIRST, MI) RAJA, INDRA KARAN	S.S. NO. 000-00-0000	BOOKING NO. 90187204	DOCKET NO.
	ALIAS	ADDRESS 444 HARRISON AVE , BOSTON MA 00000-0000	GENDER MALE	RACE EAST INDIAN	DOB 08/16/1962	AGE 47
	HEIGHT 5-07	WEIGHT 140	BUILD MEDIUM	HAIR BLACK	EYES BROWN	
	OCCUPATION UNEMPLOYED	MARITAL STATUS	EMAIL ADDRESS	CONTACT #1	CONTACT #2	
	SPECIAL CHARACTERISTICS (INCLUDING CLOTHING)					

NARRATIVE AND ADDITIONAL INFORMATION:

About 11:57 a.m. on Monday August 24, 2009, Officer McNulty (ID#86846) as the D633D unit responded to a radio call for a removal at the Boston Public Library located at 666 Boylston Street.

Also responding to the scene were the D900 (Sgt. Power), D637D (Kelley) and the D435D (Turcotte).

On arrival, Officer McNulty spoke with the building security director (George Hulme - witness) who stated that a middle eastern male (later identified as Indra Karan Raja - suspect) was trespassing in the building and threatening his staff. The witness (Hulme) stated that the suspect (Raja) had approached a staff member (Richard Cesareo - victim) and made threatening comments. Officer McNulty spoke with the victim (Cesareo) who stated that the suspect told him he wanted to fight him and stated that he would wait outside for him. The witness (Hulme) stated that the suspect had made similar statements towards other staff members in the past. The witness stated that when the suspect continued to be belligerent towards staff members he was instructed to leave the building or he could be arrested for trespassing. The witness stated that the suspect left the building via the Dartmouth Street exit only to return through the Boylston Street entrance about five minutes later. The witness stated that the suspect then took the elevator to the administrative offices on the third floor. Officers met the witness and the suspect on the third floor and did observe the suspect to be extremely argumentative towards the witness.

The suspect was placed under arrest and transported to District Four for booking by the D435D.

UNIT ASSIGNED	SHIFT	REPORTING OFFICER'S NAME	REPORTING OFFICER'S ID	PARTNER'S ID
D633D	2	McNulty, Stephen	86846	0
SPECIAL UNITS NOTIFIED(REPORTING)				
Area D-4				
DATE OF REPORT	TIME COMPLETED	APPROVING SUPERVISOR NAME	APPROVING SUPERVISOR ID	
08/24/2009	01:02 PM	N/A	0	

CRIMINAL COMPLAINT	DOCKET NUMBER 0901CR006161	Trial Court of Massachusetts Boston Municipal Court Department
DEFENDANT NAME INDRA KARAN RAJA	PAGE 1	

DEFENDANT NAME AND ADDRESS INDRA KARAN RAJA 444 HARRISON AVE ROXBURY, MA 02118				TO ANY JUSTICE OR CLERK-MAGISTRATE OF THE BOSTON MUNICIPAL COURT DEPARTMENT The within named and undersigned complainant, on behalf of the Commonwealth, on oath complains that on the date and at the location stated herein the defendant did commit the offense(s) listed below in the City of Boston and within the judicial district of the Boston Municipal Court Department. BOSTON MUNICIPAL COURT DEPARTMENT CENTRAL DIVISION, CRIMINAL BUSINESS EDWARD W. BROOKE COURTHOUSE 24 NEW CHARDON STREET 6TH FLOOR BOSTON, MA 02114 (617) 788-8600
BIRTH DATE 08/16/1962	GENDER MALE	RACE INDIAN	HEIGHT 5'7"	
PCF NUMBER	WEIGHT 210	EYES BROWN	HAIR UNKNOWN	
POLICE DEPARTMENT BOSTON PD AREA D-4		OFFICER ID 86846	CC NUMBER 090485000	
COMPLAINT DATE 08/24/2009		COMPLAINANT STEPHEN MCNULTY		
OFFENSE DATE 08/24/2009		PLACE OF OFFENSE 666 BOYLSTON ST.		

1 266:120 TRESPASS C266 S120

DID WITHOUT RIGHT ENTER OR REMAIN IN OR UPON THE DWELLING HOUSE, BUILDING, BOAT, IMPROVED OR ENCLOSED LAND, WHARF OR PIER OF ANOTHER, AFTER HAVING BEEN FORBIDDEN TO DO SO BY THE PERSON WHO HAD THE LAWFUL CONTROL OF SUCH PREMISES, EITHER DIRECTLY OR BY NOTICE POSTED THEREON, OR IN VIOLATION OF A COURT ORDER PURSUANT TO G.L. C.208, S.34B OR G.L. C.209A, S.S. 3-4, IN VIOLATION OF G.L. C.266, S.120. (PENALTY: NOT MORE THAN 30 DAYS; OR NOT MORE THAN \$100; OR BOTH; G.L. C.90, S.24A REQUIRES THAT ANY CONVICTION INVOLVING THE USE OF A MOTOR VEHICLE MUST BE REPORTED TO THE REGISTRAR OF MOTOR VEHICLES.)

COMPLAINT OR AUTHORIZED OFFICER X	SWORN TO BEFORE CLERK-MAGISTRATE/ASST CLERK X	ON (DATE)	ADDITIONAL COUNTS ATTACHED
CHIEF JUSTICE Hon. Charles R. Johnson	COURT ADDRESS BOSTON MUNICIPAL COURT CRIMINAL DIVISION 6TH FLOOR, 24 NEW CHARDON STREET, BOSTON, MA 02114		



APPLICATION FOR CRIMINAL COMPLAINT			NUMBER	Trial Court of Massachusetts Boston Municipal Court Department Boston Municipal Court Department Central Division Edward W. Brooke Courthouse 24 New Chardon Street 6 th Floor - Room 6-540 Boston, MA 02114				
<input checked="" type="checkbox"/> ARRESTED <input type="checkbox"/> HEARING <input type="checkbox"/> SUMMONS <input type="checkbox"/> WARRANT The within named complainant requests that a complaint issue against the within named defendant, charging said defendant with the offense(s) listed below.								
DATE OF APPLICATION 8/24/09	DATE OF OFFENSE 8/24/09	PLACE OF OFFENSE 666 Bay State St						
NAME, ADDRESS AND ZIP CODE OF COMPLAINANT PO's Kelley & Murphy 650 Harrison Ave Boston MA			NO.	OFFENSE	G.L. Ch. and Sec.			
			1.	Trespassing	266-120			
NAME, ADDRESS AND ZIP CODE OF DEFENDANT INDRA KARAN RASA 444 Harrison Ave Boston MA			2.	Threats				
			3.					
			4.					
IF ADDITIONAL OFFENSES CHECK HERE. <input type="checkbox"/> AND ATTACH.								
DEFENDANT IDENTIFICATION INFORMATION — Complete data below if known.								
C.C. # 090485000	DATE OF BIRTH 8/16/62	SEX Male	RACE Ind	HEIGHT 5'9"	WEIGHT 140	EYES Brown	HAIR Black	SOCIAL SECURITY NUMBER Unknown
COURT USE ONLY →	A hearing upon this complaint application will be held at the Boston Municipal Court, 6 th Floor, Room 6-540 on			DATE OF HEARING	TIME OF HEARING	COURT USE ONLY ←		
CASE PARTICULARS — BE SPECIFIC								
NO.	NAME OF VICTIM <small>Owner of property, person assaulted, etc.</small>	DESCRIPTION OF PROPERTY <small>Goods stolen, what destroyed, etc.</small>	VALUE OF PROPERTY <small>Over or under \$250.</small>	TYPE OF CONTROLLED SUBSTANCE OR WEAPON <small>Marijuana, gun, etc.</small>				
1.	City of Boston Cesario, Richard	N/A	N/A	N/A				
3.								
4.								
REMARKS:								
About 11:54 hrs on 8/24/09, Officer Kelley & Murphy - 0637, ID#830 Respond to 666 Bay State St (Public Library). Upon Arrival Officer spoke with building security who state the suspect was making threats towards his employees and would not leave the building. Officer spoke with Ceasario Richard who stated that the suspects made threats toward him. Officers placed suspect into custody + transported to District for Booking.								
						SIGNATURE OF COMPLAINANT		
NAME & ADDRESS OF WITNESS(ES)								
SP2715-1								
Cesario Richard								

1000

Interview with George Hulme

11/2/09

- met in lobby of BPD
- never seen him before day of incident, had heard him talked about by other guards but never seen him before
- was in Boylston room > 15 min comp. access
- asked him to leave
- Mr. Karan told Mr. Hulme that he was a liar and would be judged by his god
- Mr. Hulme did not feel threatened
- got call that Mr. K was on 3rd floor
- went up there
- Mr. K said he didn't want to speak with Mr. Hulme
- probs w/ leaving stuff around (prison)
- probs w/ threats (past)
- told Mr. K to leave, meaning he wasn't allowed to come back
- appeals process
- calls police
- assumed went in Bay entrance and took elevators up to 3rd floor

**DISTRICT ATTORNEY OF SUFFOLK COUNTY
DANIEL F. CON LEY**

**Boston Municipal Court
One Bulfinch Place, Suite 300
Boston, MA 02114-2921**

**Telephone: (617) 619-4000
Fax: (617) 619 4009**

To: ADA Larry Bates
From: Mark Tobin, Investigator
Re: Commonwealth v. Indra Karan Raja
Date: October 15, 2009

On October 15, 2009 I spoke with George Hulme regarding the case noted above. Mr. Hulme is a witness in the incident involving the defendant, Indra Karan Raja.

Mr. Hulme is the Head of Security at the Boston Public Library and on several occasions has had problems with the defendant. On August 20, 2009 Mr. Hulme said that a security officer approached the defendant because he had been leaving his bags unattended, which is against the Library policy. As a result, the defendant became angry and eventually was asked to leave the library. He told the security officer he would wait for him outside, which he did when the security officer left work. He then followed this officer towards the train station, at which point the officer called Police. The Police arrived and gave the defendant a warning.

Two days later on August 22, 2009 the defendant was noticed to be on the "Boylston Room," computers for an unusual amount of time. Library visitors are allowed one hour's use of a computer and the internet; however the defendant managed to have various fake names and continually signed onto the computers. He was approached by a library employee and asked to leave. A library employee confiscated the defendant's fake passes. The defendant threatened the employee, Richard Cesareo, and told him he would be waiting for him outside. However, this time the defendant was not waiting outside.

After the second incident, Mr. Hulme began the stages of taking out a no trespassing citation on the defendant, from the library. On August 24, Mr. Hulme noticed the defendant in the library and approached him in order to inform the man he was no longer allowed in any of the Boston Public Library buildings because of his threats and abuse of Library policy. Mr. Hulme said the defendant threatened him, but left through the Dartmouth Street exit. A few minutes later the defendant entered the Boylston street entrance. Mr. Hulme immediately called the Police, who arrived and arrested the defendant.

APPENDIX 4.

From: Steven Van Dyke <svandyke@publiccounsel.net>

To: indrakaran@yahoo.com

Sent: Monday, August 24, 2009 6:08:14 PM

Subject: Charge in Boston Municipal Court

Dear Mr. Raja,

It was a pleasure meeting you today. I appreciate how thoughtful you are about everything we discussed and look forward to working on this case with you. In the attached letter I have placed a reminder about our next court date at which we **must** appear: Tuesday Oct. 6, 2009, 9:00a.m. Court room 11.

I realize that I may have been appointed against your wishes. If that is so, I will withdraw from representation on that date. Until that time I will work to prepare a defense.

Sincerely,

Steven Van Dyke

Boston, MA 02108

Committee for Public Counsel Services (CPCS)
Public Defender Division
Boston District and Municipal Court Office
399 Washington St., 5th Floor
Telephone: (6... Fax: (617) 422-0048

APPENDIX 5.

From: indra karan <indrakaran@yahoo.com >
To: Steven Van Dyke <svandyke@publiccounsel.net>
Sent: Tuesday, August 25, 2009 8:49:34 AM
Subject: Re: Charge in Boston Municipal Court
Steven,

Thank you for your kind and affectionate reply. It is also my pleasure meeting you in person.

Yet I would appreciate if you could clarify these matters.

When the judge and the court staff asked me, it was clear that I had told that I do not need one, since that would be waste of the precious of time of a lawyer for something where there no ground for court to consider.(should be on record).

The judge mentioned that it would be considered that I will be treated on par with any attorney in matters of my representation of whatever charges that have been brought against me, since I will be representing me.

While she had asked me to sign the court documents in this regard after the verification of the document(which I do not know the details of) and in the light of the situation when I had brought it to the notice of the Honorable judge that without

it would be me who would be representing myself with regard to the said charges brought against me.

Then you told me it was probably your fault and you had wanted to help me(which Indeed I do appreciate as you generosity), so you took it up on you self without my knowledge or permission to represent me and the said case.

When I had told you that how that the Honorable judge can without my knowledge and approval would choose to appoint you as my representative attorney, while (on the record) agreeing with me that I would be henceforth be accorded and treated as attorney in representing myself with regard to the said charges.

Please do clarify these issues that I had mentioned, before we can agree that you be representing me with regard to the charges as specified, if it is not much of a trouble. There after we can proceed on to the matters that pertinent to the charges and the legal circumstances, where in such charges could be brought against a person, if so under what conditions and legal stipulation, precedence according to the Legal statutes that govern the common wealth of Massachusetts.

Please do write back to me and also let me know what time is convenient for you so that we two can meet for detailed discussion and clarification regarding.

Thanking you.

With warm regards,

Indra karan.

Boston.(Cambridge)

.p.s- please do send me the address of the concerning judicial authority, (office) who can be reached through Email for any clarification, with regard to the Judicial process and it due observation.

If I am authorized to represent my case where in as told by judge that for all practical and legal matters that I would be considered on par with an Attorney, in that case what processes and case support will be available for me to be able to investigate and present (my case) without being discriminated or put to disadvantage with regard to the judicial process and representation of the case as in the case of any attorney.

APPENDIX 6.

--- On Wed, 8/26/09, Steven Van Dyke
<svandyke@publiccounsel.net> wrote:

From: Steven Van Dyke <svandyke@publiccounsel.net>

Subject: RE: Charge in Boston Municipal Court

To: "'indra karan'" <indrakaran@yahoo.com>

Date: Wednesday, August 26, 2009, 5:59 AM

Hi Karan,

After meeting with you today at my office, I have a much better understanding of your confusion over my appointment to your case. You are right that you never formally accepted me as your lawyer and the court did not acknowledge your acceptance of my assistance. At the next court date I will ask, with your permission, that I be formally assigned and give you an opportunity to accept this appointment.

I look forward to working with you on the case.

Sincerely,

Steve Van Dyke.

APPENDIX 7.

From: Steve Van Dyke <svandyke@publiccounsel.net>

To: indra karan <indrakaran@yahoo.com>

Sent: Monday, September 14, 2009 3:24:55 PM

Subject: RE: the case at Boston municipal
court.....

Hi Mr. Karan,

I apologize for getting back to you so late with this information. Attached is a copy of the police report and booking sheet in our case. In response to a court order I have to send you a "redacted" copy, meaning that I have taken out the telephone numbers and addresses of the security guards involved. I apologize for this intrusion on your right to know everything about the case, but I can assure you that we have the contact information and are working to investigate the case.

It is very important not to share this information with other people or to discuss this case with anyone because your statements about the case could be used against you.

As for our investigator, I will ask her to give you an update as soon as we have any new information on the case.

Our next court date is set for Tuesday, October 6. I will be in touch with you before then with any updates.

Sincerely,

Steven Van Dyke.

APPENDIX 8.

From: indra karan <indrakaran@yahoo.com>

To: Steven Van Dyke <svandyke@publiccounsel.net>

Sent: Thu, September 24, 2009 1:32:46 PM

Subject: Fw: ABCD Services Policy

Hi Steven,

I dropped by your office yesterday and I was told you are busy in a meeting, so I left a note for you and also my regards to Elizabeth (the investigator),I hope you had time to see it before leaving for the day.

As you have mentioned in your past (E mail) correspondence about our meeting and also with Elizabeth about the development and investigation in to the specifics of charges by Boston Public library at Boston municipal court. Please let me know when we can meet.

I am also forwarding this communication from ABCD -link-
<http://www.bostonabcd.org/>

ABCD is a neighborhood Anti poverty agency which also apart from other services provides Internet technology to

its clients, which requires for me to sign in an Intake form as a client to be able to use the facilities, mainly computer services.

I suppose it is all right to do so, please advise me accordingly and let me know if it is all right to sign in their intake form.

Looking forward to,

With warm regards,

Indra Karan.

Streets of Boston.

APPENDIX 9.

From: Steve Van Dyke <svandyke@publiccounsel.net>

To: indra karan <indrakaran@yahoo.com>

Sent: Thursday, September 24, 2009 6:13:02 PM

Subject: RE: ABCD Services Policy

Hi Mr. Karan,

I'm sorry that I missed you the other day. I received your note and am glad to hear that you are well.

I don't have any updates on the case yet, but I will speak with Liz to see when we may be able to visit the witnesses.

I have heard of ABCD. I have heard that they can help people in low-income housing to pay electric and gas bills. I did not know that offer internet and computer access. That is a great service to offer and I know that will be especially helpful to you.

In terms of whether or not to fill out their intake form, that decision ultimately will have to be up to you. While they say that they will keep your information confidential, there is a possibility that they could use it in an adverse way to you. I think that possibility is small, but it is a

possibility. For example, if they were to find out from your social security number, name and DOB that you are not a citizen, they may be forced to share that information with the federal government. If that happened, there could be immigration problems for you and they could try to bring you in for deportation proceedings.

That is a very dismal view of things, however. I think that filling out the form would probably be fine, but there is a risk (however slight) that the information could be used against you.

I hope that helps to answer the question.

-Steve.

projects which they proposed for 15 hours. You could do this over the course of a few weeks.

I am recommending this option because it guarantees that you will not have a guilty on your record and you will not have to make any admission of guilt. It also means that you can avoid the stress of trial. In short, it takes away the risk of the trial process - the risk of being found guilty.

You do not have to accept this offer. It is yours to accept or decline. You have an absolute right to go to trial on this case and to challenge the Trespass charge. I will go to trial with you and work hard for you. However, if we go to trial, I cannot guarantee that you will be found not guilty.

As to your question about the opposing attorney, it will be an Assistant District Attorney (the prosecutor). The prosecutor is a government employee whose job it is to prosecute crimes that have been referred to the court, and for which probable cause has been found by a clerk that a crime may have occurred. The library will not have an attorney who is involved. I am uncertain right now who the Assistant District Attorney (ADA) handling the case will be, but will let you know when I know (sometimes the case is not assigned to an ADA until the pre-trial conference.

As to your question about speaking with people about this case, I would advise against it. You have an absolute right to talk to whomever you want but the things you say can be used against you and witnesses could be called to testify against you about the things you tell them. There is also the additional limit that the court has ordered you, as a condition of release, to stay away from the Boston Public Library. That means that you cannot go there (at least until the case is resolved) and you cannot speak with the witnesses listed in the case - because they are employees of that library. We will speak to them and we will investigate this case for you.

So, overall, there is no limitation on you talking to anyone other than the requirement that you stay away from the BPL and the advice, from me, that you not discuss the details of the case. That said, you have a constitutional right to free speech and are absolutely allowed talk to anyone you want.

I hope that helps to answer some questions. I hope you are well. I look forward to seeing you next Tuesday.

-Steven Van Dyke

APPENDIX 11.

From: Steve Van Dyke <svandyke@publiccounsel.net>

To: indra karan <indrakaran@yahoo.com>

Sent: Mon, October 26, 2009 5:40:45 PM

Subject: Explanation of our inability to ask for dismissal tomorrow

Dear Mr. Karan,

At your request I am sending you a summary of the reasons why I cannot bring a motion to dismiss charges tomorrow.

To my knowledge there are a few grounds upon which a defendant may bring a motion to dismiss.

The first, and most frequent grounds for pre-trial dismissal, is dismissal for lack of probable cause. Such a motion alleges that the Complaint is not based on any evidence presented which, if it were true, would make out the elements of the crime charged. In this case, however, it is my opinion that there is probable cause for the issuance of a Complaint against you for the crime of Trespass. This is based on the police report in this case, which do make out the grounds for the crime of Trespass:

That you refused to leave an area that you were asked to leave by someone in lawful control of the premises.

Another grounds for dismissal is if the defendant has been subject to unreasonable delay in a case. For example, if you arrive on the date of trial and the government is not ready for trial, the court will sometimes dismiss a case. In this case, the government has not unduly delayed anything.

Another grounds is if the defendant can present facts showing that the government cannot prove their case. Here, we have no such evidence to present to the court.

A final grounds that I can think of would be dismissal for prosecutorial misconduct. In this case there has been no serious prosecutorial misconduct to my knowledge which would warrant a dismissal.

For these reasons, I do not see a valid ground upon which we can ask for dismissal tomorrow.

Sincerely,

Steven Van Dyke

APPENDIX 12.

From: Steve Van Dyke <svandyke@publiccounsel.net>

To: indra karan <indrakaran@yahoo.com>

Sent: Tue, November 17, 2009 1:04:29 PM

Subject: RE: case at Boston Municipal court.....

Dear Mr. Karan,

I like that quote and I am going to try to remember it. I certainly believe that the process of trying and failing is one of the most potent ways of learning something. That said, I certainly want to aim not to fail in our case. I want to try to do the best job that I can for you. What I meant to say in my email is that there are times when you and I might disagree about the best way to succeed in the case.

I spoke yesterday at the Boston Public Library with Richard Cessareo and the investigator in our office. In summary, I learned the following: (1) He is not a security guard, (2) The "security guard in the police report refers to someone else (just as you told me); (3) He was not there for your arrest but came on the scene afterwards while you were in a police cruiser; at that time he told the police about his

versions of things which allegedly happened days before;
(4) He works primarily in the Boylston room (15 minute computer room) and claims that had not followed library policy in that room; (5) He says that you had become upset with him about 2 days before your arrest and that the point of conflict was that he had taken 4 library cards from you; (6) He says that you had made comments to him that were threatening in nature and implied that you would wait for him outside.

From this conversation, I came to see that he does not possess information about the Trespass charge against you. For this reason I do not believe that he could be called as a witness. The information he possesses relates to other, un-related matters.

The next time we meet I can give you a more detailed account of this meeting.

I am currently working on your motion to dismiss and will send it to you when I am finished.

Sincerely,

Steven Van Dyke

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSSETS

Civil Action No.

INDRA KARAN RAJA,

(Plaintiff)

v.

COMMONWEALTH OF MASSACHUSSETS

Boston Public Library.

Boston police Department.

Cambridge police Department.

CPCS (Committee for Public Counsel Services), Defense Consul Steven Van Dyke.

Haley House.

Arthur Shurcliff and Eliot Community Health services along with Bread& Jams.

And Others.

(Defendants)

INDEX OF MOTION DOCUMENTS

1. Complaint and Question presented for review.
2. Exhibits.
3. Addendum.
4. Appendices.