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SUPREME COURT OF T	THE STATE OF NEW YOR	.K
COUNTY OF NEW YOR	RK	

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FEDERAL HOUSING FINANCE AGENCY, AS : CONSERVATOR OF THE FEDERAL HOME LOAN : MORTGAGE CORPORATION, on behalf of the Trustee : of the MORGAN STANLEY ABS CAPITAL I INC. : TRUST, SERIES 2006-HE6 (MSAC 2006-HE6), :

Plaintiff,

-against-

HSBC FINANCE CORPORATION and DECISION ONE MORTGAGE COMPANY, LLC,

Defendants.

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SUMMONS WITH NOTICE

Plaintiff designates New York County as the place of trial.

Venue is proper in this County pursuant to C.P.L.R. § 503.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

This Court has personal jurisdiction over Defendants pursuant to C.P.L.R. §§ 301 and 302 because Defendants transact business within the State. The Trust (defined below) was formed under New York law, and the agreements governing the Trust contain a New York choice of law provision. Venue is proper in this County pursuant to C.P.L.R. § 503(a) because

neither party resides within the State and Plaintiff designates New York County as the place of trial.

NOTICE:

This is an action for breach of contract, specific performance, declaratory relief and indemnification arising from Defendants' breaches of representations and warranties in respect of certain mortgage loans and Defendants' failure to repurchase such mortgage loans as required under the applicable agreements.

On or about September 27, 2006, the Federal Home Loan Mortgage Corporation ("Freddie Mac") purchased certificates issued by the Morgan Stanley ABS Capital I Inc. Trust, Series 2006-HE6 ("MSAC 2006-HE6" or the "Trust"), which are backed by a pool of residential mortgage loans. Defendant Decision One Mortgage Company, LLC ("Decision One") made contractual representations and warranties concerning the mortgage loans in the pool (the "R&Ws"), including, among other things, R&Ws that: (i) each mortgage loan complied with all local, state and federal laws; (ii) no mortgage loan has an LTV greater than 100%; (iii) the mortgage loans were written in accordance with Decision One's underwriting guidelines; (iv) there was no adverse selection of the mortgage loans conveyed to the Trust; (v) the mortgage loan files contain an independent appraisal of the mortgaged property signed prior to the approval of the loan; (vi) no document furnished in connection with the transaction contains any untrue statement of fact or makes an omission that would make the statements therein misleading; and (vii) no mortgage loan is a "high cost" or "covered" loan, as applicable. On April 16, 2012, Decision One was administratively dissolved by the North Carolina Secretary of State. On information and belief, HSBC Finance Corporation ("HSBC") is the successor-in-

interest to Decision One and has assumed liability for breach of the R&Ws made by Decision

One.

Defendants HSBC and Decision One are contractually obligated to cure or repurchase

from the Trust those mortgage loans where R&Ws have been breached and those breaches are

continuing ("Repurchase Obligation"). One or more mortgage loans breach the R&Ws, and

Defendants have failed to cure or repurchase the mortgage loans. Plaintiff seeks specific

performance of Defendants' Repurchase Obligation, damages, indemnification and a declaration

that Defendants are required to satisfy their Repurchase Obligation.

Upon your failure to appear, judgment will be taken against you by default for the

amount of Plaintiff's damages, plus statutory interest thereon, costs and fees as the Court may

award.

Dated: New York, New York September 26, 2012

> KASOWITZ, BENSON, TORRES & FRIEDMAN LLP

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