

1 JAMES A. KRAGE
2 5708 CANDOR STREET
3 LAKEWOOD, CA 90713
4 PHONE (562)867-3230
5 DEBTOR, PLAINTIFF PRO SE

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9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11 255 East Temple Street, Los Angeles, Calif. 90012

12 IN RE: JAMES A. KRAGE, Debtor
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14 JAMES A. KRAGE,
15 Plaintiff,

16 v.
17 BANK OF AMERICA,
18 NATIONAL ASSOCIATION AS
19 SUCCESSOR BY MERGER TO
20 LASALLE BANK NATIONAL
21 ASSOCIATION, AS TRUSTEE
22 FOR CERTIFICATEHOLDERS
23 OF BEAR STEARNS ASSET
24 BACKED SECURITIES I LLC,
25 ASSET-BACKED
26 CERTIFICATES, SERIES 2005-
27 HE9;

28 JPMorgan Chase Bank, N.A. fka
EMC;
Nelson Herman Sanchez;
David Sarinana;
and Does 1-100 Inclusive.
.....Defendants

BANKRUPTCY# 2:12-bk-17916-WB
Chapter 13
ADVERSARY NO:

COMPLAINT FOR DECLARATORY
RELIEF AND DAMAGES FOR THEFT,
REPETITIVE HARASSMENT,
FORCIBLE DETAINER AND
FORCIBLE ENTRY, BY NON-REAL-
PARTY-IN-INTEREST BANK OF
AMERICA,
FALSELY MASQUERADING SINCE
2010 AS TRUSTEE FOR
CERTIFICATEHOLDERS OF BEAR
STEARNS ASSET BACKED
SECURITIES I LLC, ASSET-BACKED
CERTIFICATES, SERIES 2005-HE9

Federal Rule of Bankruptcy Procedure
Rule 7001

Hon. Julia W. Brand
Courtroom 1375

Plaintiff complains and, for causes of action, alleges as follows:

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BRIEF SUMMARY

- 1) Bank of America was successor Trustee to LaSalle Bank for the CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-HE9
- 2) On December 13, 2010, the property at [REDACTED] Bellflower, CA 90706 was alleged to have been sold in foreclosure with no bidders.
- 3) On December 20, 2010, a Trustee's Deed Upon Sale was recorded to BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-HE9
- 4) On December 31, 2010, Bank of America gave up all rights to Trusteeship for all Securitization Trusts, including this instant Trust, to US Bank (Exhibits 24, 25, 26, 28)
- 5) All acts by Bank of America as Trustee since December 31, 2010 have been illegal, because Bank of America has not been Trustee since December 31, 2010.
- 6) JP Morgan Chase was the Servicer and is believed to have acted as agent for Bank of America in the illegal activities where Bank of America has masqueraded as Trustee since December 31, 2010, when it was not Trustee.
- 7) Bank of America falsely masquerading as Trustee, conspiring with JP Morgan Chase, David Sarinana, and Nelson Herman Sanchez, have jointly deprived Plaintiff/Debtor Krage of his right to peaceful possession of the property at [REDACTED] Bellflower, Ca 90706, and have even stolen his property without a Writ of Possession and broken into the property and changed the locks multiple times, which is Forcible Entry and Forcible Detainer without a Writ of Possession.

JURISDICTION AND CORE STATUS.

8) This is an adversary proceeding pursuant to Federal Rule of Bankruptcy Procedure 7001. This is a core proceeding pursuant to 28 U.S.c. § 157(b), and jurisdiction exists pursuant to 11 U.S.C. § 502 (a) and (b) (1), 11 U.S.C. § 544 (a) (3) and (b) (1), 28 U.S.C. 1334, 28 U.S.C. 2201 for declaratory relief and 28 U.S.C. 1367 for pendent state claims. This Adversary Proceeding is brought pursuant to Federal Rules of Bankruptcy Procedure (hereafter “FRBP”) Rules 3007(b), 3007(d), and 7001(2).

9) Venue is proper pursuant to 28 U.S.C. §1409 because the Plaintiff and the subject property reside within the district.

10) Plaintiff hereby invokes 28 U.S.C. 1367 to grant this Court of Record additional Jurisdiction to adjudicate state issues also involved

11) This adversary proceeding relates to a Chapter 13 bankruptcy case entitled In Re: James A. Krage, debtor, case number 2:12-bk-17916-WB, currently pending in the United States Bankruptcy Court in the Central District of California, Los Angeles.

12) This adversary proceeding is a Complaint for DECLARATORY RELIEF AND DAMAGES FOR THEFT, REPETITIVE HARASSMENT, FORCIBLE DETAINER AND FORCIBLE ENTRY, BY NON-REAL-PARTY-IN-INTEREST BANK OF AMERICA, FALSELY MASQUERADING SINCE 2010 AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-HE9 (hereafter, "BofA") upon the Plaintiff.

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//PARTIES and PROPERTY

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2 13) The subject Property referred to in this Complaint is commonly known as
3 [REDACTED] in the City of Bellflower, County of Los Angeles, State of
4 California, Zip Code 90706 (hereafter, "BELLFLOWER PROPERTY"). The
5 Legal Description is "Lots [REDACTED], in the City of
6 **Bellflower, County of Los Angeles, State of California, as per Map**
7 **recorded in Book 22, Page 128, of Maps, in the Office of the County**
8 **Recorder of said County".**

9 14) Douglas M. Matthews, a now-deceased individual that was domiciled in the
10 City of Norwalk, County of Los Angeles, State of California, was the former
11 owner of the property since a Grant Deed was recorded to him on June 28,2002
12 (recorder #02-1473147) by Rafael and Liliana Jaquez.

13 15) Plaintiff James A. Krage (hereafter, "PLAINTIFF KRAGE"), an individual
14 domiciled in the City of Lakewood, County of Los Angeles, State of California,
15 is a renter in Possession at the BELLFLOWER PROPERTY, with a long term
16 rental agreement from Douglas M. Matthews dated June 1,2010 to rent one
17 fourth of the garage for storage, and with the right as a tenant to park his
18 Motorhome (hereafter, "RV") on the property, and the right to rent the entire
19 premises if the house tenant moves out, which the former owner agreed to
20 allow Krage to exercise after the house tenant moved out, after September
21 2011. Krage received that lease on June 1, 2010, over 6 months before the
22 foreclosure sale on December 13, 2010. Because no Writ of Possession has
23 been issued by any court, PLAINTIFF JAMES A. KRAGE still has a
24 possessory interest in the property because of that lease.

25 16) BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-
26 BACKED CERTIFICATES, SERIES 2005-HE9 (hereafter, "BEAR STEARNS
27 TRUST") is a common law trust formed under the laws of the State of New
28 York (according to the Pooling and Servicing Agreement section 11.03) that

1 funded the loan, which pretender-lender RESMAE fraudulently misrepresented
2 as a simple loan funded by RESMAE. Pretender-Lender RESMAE did not
3 disclose that funding was actually by BEAR STEARNS TRUST and that
4 RESMAE was not the actual lender.

5 17) Defendant BANK OF AMERICA, NATIONAL ASSOCIATION (hereafter,
6 “BOFA, TRUSTEE”) was SUCCESSOR BY MERGER TO LASALLE BANK
7 NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS
8 OF BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-
9 BACKED CERTIFICATES, SERIES 2005-HE9. LASALLE BANK
10 NATIONAL ASSOCIATION was the original Trustee for the BEAR
11 STEARNS TRUST, according to the Pooling and Servicing Agreement dated
12 as of September 1, 2005, but Bank of America gave up all rights to Trusteeship
13 to US Bank on December 31, 2010. Bank of America does business in this
14 district.

15 18) DEFENDANT JPMorgan Chase Bank, N.A. fka EMC (“CHASE”) was the
16 Servicer for the purported Loan, and agents claimed that CHASE was the entity
17 that forcibly ejected Debtor Krage by forcible detainer from the Harvard
18 property in March 2011 as agent for Bank of America, (non)Trustee. Upon
19 information and belief, CHASE may have hired the attorneys to file this instant
20 Motion for Relief From Stay, and not BofA. JP Morgan Chase Bank does
21 business in this district

22 19) Defendant Nelson Herman Sanchez was a real estate agent for real
23 estate broker David Sarinana of Century 21 A Better Service Realty in
24 Downey, California that directly ordered and supervised the forcible entries
25 and forcible detainers and the stealing of Krage’s property. Nelson Herman
26 Sanchez stated that he worked for Chase.

27 20) David Sarinana is the broker of Century 21 A Better Service Realty in
28 Downey, California that supervised Nelson Herman Sanchez, when Sanchez

1 directly ordered and supervised the forcible entries and forcible detainers and
2 the stealing of Krage's property.

3 21) BRIDGFIELD MORTGAGE CORPORATION formerly known as
4 RESMAE MORTGAGE CORPORATION (hereafter, "RESMAE"), under
5 the name RESMAE MORTGAGE CORPORATION, acted as Pretender-
6 Lender to capture what appears to be OWNER MATTHEWS' signature on
7 what was alleged to be a Note, Deed of Trust, and other documents.
8 BRIDGFIELD MORTGAGE CORPORATION is a former subsidiary of
9 ResMAE Financial Corporation. BRIDGFIELD MORTGAGE
10 CORPORATION is a Delaware Corporation qualified to do business in
11 California. RESMAE MORTGAGE CORPORATION claims to have been
12 a Delaware Corporation qualified to do business in California in 2005.
13 Upon information and belief, RESMAE was not a member of MERS when
14 MERS as Nominee for RESMAE recorded an Assignment of Trust Deed on
15 November 6, 2009. MERS is not allowed to act for non-members.
16 BRIDGFIELD MORTGAGE CORPORATION renounced all claims to the
17 loan, and therefore is not named as Defendant.

18 22) CAL-WESTERN RECONVEYANCE CORPORATION (hereafter,
19 "CAL-WESTERN"), an active California Corporation, was the foreclosure
20 trustee. Upon information and belief, Cal-Western knowingly had
21 employees sign documents with false allegations. Cal-Western has not been
22 named as Defendant, but may be added, if necessary.

23 FACTUAL BACKGROUND

24 23) The Property was allegedly initially acquired in foreclosure on
25 December 13, 2010 as alleged Beneficiary by BANK OF AMERICA,
26 NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO
27 LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
28 CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED

1 SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-
2 HE9 (hereafter, "BofA") and a Trustee's Deed Upon Sale (Exhibit 10) was
3 recorded on December 20, 2010 naming as Grantee and Foreclosing
4 Beneficiary BANK OF AMERICA, NATIONAL ASSOCIATION AS
5 SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
6 ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
7 STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED
8 CERTIFICATES, SERIES 2005-HE9.

9 24) On December 31, 2010, BofA gave up all Trusteeship to all
10 Securitization Trusts to U.S. Bank. (Exhibits 24, 25, 26, 28)

11 25) As a result, after December 31, 2010, BofA was not Trustee of any
12 Securitization Trust, and therefore not Trustee for the BEAR STEARNS
13 ASSET BACKED SECURITIES I LLC, ASSET-BACKED
14 CERTIFICATES, SERIES 2005-HE9 (Hereafter, "Bear Stearns Trust").

15 26) Damage claim #1: On January 13, 2011, although BofA was not
16 Trustee of the Bear Stearns Trust, BofA had its attorney file a Complaint for
17 Unlawful Detainer (Exhibit 11), which it dismissed in April 4, 2011 (Exhibit
18 12), after Krage filed a Demurrer, and therefore BofA did not receive a Writ
19 of Possession (Exhibit 13).

20 27) Damage claim #2: On March 22, 2011 and several days thereafter,
21 although BofA was not Trustee of the Bear Stearns Trust, BofA, through
22 agents Sanchez and Sarinana and JP Morgan Chase, perpetrated forcible entry
23 and forcible detainer multiple times against Plaintiff Krage, by threatening
24 Krage if he did not remove his RV from the premises, by preventing Krage
25 from entering the premises.

26 28) Damage claim #3: On March 22, 2010, agents for BofA and/or Chase
27 forcibly removed Krage's belongings in the garage without a Writ of
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1 Possession over Krage's protests, physically preventing Krage from entering
2 the property.

3 29) On April 4, 2011, although BofA was not Trustee of the Bear Stearns
4 Trust, BofA had its attorney dismiss an Unlawful Detainer against Krage, et
5 al (Exhibit 12), and BofA did not receive a Writ of Possession. (Exhibit 13)

6 30) Damage claim #4: On April 18, 2012, although BofA was not Trustee
7 of the Bear Stearns Trust, BofA served a 5-day Notice to Vacate (Exhibit 14)
8 instead of a 90 day Notice to Vacate, although BofA and its attorneys already
9 had Krage's lease in their possession.

10 31) Krage faxed them a letter with another copy of the lease on April 22,
11 2012 (Exhibit 15).

12 32) Damage claim #5: On May 2, 2012, although BofA was not Trustee of
13 the Bear Stearns Trust, BofA had filed a new Unlawful Detainer against
14 Krage (Exhibit 16) Superior Court Case # 12C01267. Despite the fact that
15 BofA had perpetrated Forcible Entry, Forcible Detainer, and stolen Krage's
16 property without a Writ of Possession and despite notice by Krage of a long-
17 term lease in a letter (Exhibit 15), BofA ignored federal Public Law 111-22
18 (Exhibit 1) and did not allow 90 days before filing Unlawful Detainer
19 (Exhibit 16), and ignored Code of Civil Procedures 1161b by not allowing 60
20 days or even 30 days, but instead attempted to fool the court into thinking that
21 BofA already had a Writ of Possession, which would have allowed it to claim
22 Forcible Entry and Forcible Detainer against Krage, which is what the UD
23 Complaint alleged.

24 33) On October 1, 2012, although BofA was not Trustee of the Bear
25 Stearns Trust, BofA had its attorney dismiss an Unlawful Detainer against
26 Krage, et al (Exhibit 17), and BofA did not receive a Writ of Possession
27 (Exhibit 18)

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- 1 34) On October 30, 2012, when attorneys Sharon Weiss and Elana Cuzzo
2 for BofA stated in open court that BofA was not Trustee and had no right to
3 be in court, and that BofA would not return, Debtor agreed to dismiss his
4 Adversary Proceeding at that time against BofA and, on November 16, 2012,
5 the court filed an Order stating that “Neither Bank of America nor any of its
6 successors may take action against the Debtor in State Court without first
7 obtaining relief from the Automatic Stay from the Bankruptcy Court.”
8 (Exhibit 29).
- 9 35) Damage claim #6: On September 26, 2013, although BofA was not
10 Trustee of the Bear Stearns Trust and BofA had previous notice of Krage’s
11 Bankruptcy, BofA had a Notice to Vacate served. (Exhibit 19)
- 12 36) On September 28, 2013 and September 30, 2013, Krage had faxed to
13 the attorney for BofA Notice of the Bankruptcy Stay. (Exhibit 20)
- 14 37) Damage claim #7: On October 13, 2013, although BofA was not
15 Trustee of the Bear Stearns Trust, was given Notice of the Bankruptcy Stay
16 by 2 faxes, and BofA knew of the Bankruptcy Order not to do anything in
17 State Court without first getting Relief From Stay in the Bankruptcy Court,
18 BofA had a new Unlawful Detainer filed against Krage (Exhibit 21) Superior
19 Court Case # 12C01267 in blatant violation of both the Stay and the BK
20 Court Order.
- 21 38) On October 22, 2013, Krage filed Notice of the Bankruptcy Stay in the
22 State Superior Court. (Exhibit 23).
- 23 39) Damage claim #8: BofA then had the gall to file with this Bankruptcy
24 Court a Motion for Relief From Stay, after blatantly and knowingly, after
25 faxed Notice of Stay, and in violation of a Bankruptcy Court Order, alleging
26 that there is no long-term lease, that Krage’s “lease is not protected by Code
27 of Civil Procedure section 1161b or the Federal Protecting Tenants at
28 Foreclosure Act” (complaint p. 2). (BofA has ignored the fact that the lease

1 contained provisions for Krage to lease all of the property after the house
2 tenant left, and Krage had arranged for the rental of the whole property with
3 Douglas Matthews, the owner of the property before the foreclosure sale.) In
4 the Complaint Verification, BofA attorney Asatourian may have perjured
5 himself by saying that “Plaintiff has no officers in said County....” in order
6 to sign the Verification instead of a BofA officer readily available around the
7 corner, about a half mile away at 4101 MacArthur Boulevard, Newport
8 Beach, CA, probably because no BofA officer in his right mind would perjure
9 himself to sign a document for a trusteeship that BofA doesn’t possess.

11 GENERAL ALLEGATIONS

- 12 40) Bank of America has not been Trustee of the Bear Stearns Trust since
13 December 31, 2010, but BofA, allegedly in conspiracy with JP Morgan Chase
14 and agent Nelson Herman Sanchez, under the direction of broker David
15 Sarinana, without a Writ of Possession, stole plaintiff’s property and forcibly
16 evicted and forcibly detained Plaintiff on March 22, 2011, and forcibly
17 evicted and forcibly detained Plaintiff several times thereafter, and calls to the
18 Sheriff were fruitless, because the Sheriff thought it was a civil matter,
19 because the real estate agent Nelson Herman Sanchez for BofA/Chase
20 showed the Sheriff the Trustee’s Deed Upon Sale (“TDUS”) and lied to say
21 that the TDUS gave them Possession of the Property. Nelson Herman
22 Sanchez was agent for broker David Sarinana of CENTURY 21 A BETTER
23 SERVICES REALTY.
- 24 41) Bank of America has not been Trustee of the Bear Stearns Trust since
25 December 31, 2010, but BofA has caused 3 Notices to Vacate to be filed in its
26 name, 3 Unlawful Detainers to be filed in its name, has violated the
27 Bankruptcy Stay two times, the second time after full notice and after Bank of
28 America attorneys Sharon Weiss and Elana Cuzzo stated in open court that

1 BofA was not Trustee and not Real Party in Interest, and assured the court
2 that Bank of America would not pursue Krage further.

3 42) Bank of America has not been Trustee of the Bear Stearns Trust since
4 December 31, 2010, but BofA violated the Bankruptcy Court Order dated
5 November 16, 2012 that ordered it not to proceed in state court without first
6 asking the Bankruptcy Court for Relief From Stay.

7 43) Bank of America has filed hundreds, if not thousands, of cases in both
8 Federal and State Courts in California as Trustee in 2011, 2012, and has now
9 filed at least one (against Krage) in 2013, when Bank of America has not been
10 Trustee since December 31, 2010. This shows a pattern and practice of
11 deceit and fraud.

12 44) Bank of America has not filed a Proof of Claim in the underlying
13 Bankruptcy Case. Plaintiff objects to any Claims by Defendants, and, if a
14 Claim is filed, request that the Claim be disallowed in its entirety pursuant to
15 FRBP 7014. The ground for Plaintiff's Objection to the Claim is that BofA
16 has not established that it owns or owned or holds the non-negotiable Note.
17 As such, there is no basis for BofA to collect the debt, to be considered a
18 creditor or have standing as a creditor, or to have sold the property.

19 45) Bank of America has filed a Motion for Relief From Stay with this
20 Bankruptcy Court, which Debtor will oppose.

21 46) MERS has no beneficial interest in the subject Note, has never held the
22 Note, has no agency authority to convey an interest in the Note and, as such,
23 any attempt by MERS to transfer the ownership of the Note is void.

24 47) BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-
25 BACKED CERTIFICATES, SERIES 2005-HE9 is a Real Estate Mortgage
26 Investment Conduit ("REMIC"). A REMIC is a tax favored pass-through trust
27 with strict rules. A qualified mortgage must be purchased by the REMIC
28 within 3 months of the "Cut-Off date" for the Loan Trust. IRC §

1 860G(a)(3)(A)(i)-(ii)(2006). If it is contributed after this window, it must
2 qualify as a "qualified replacement mortgage." IRC § 860G(a)(4)(A)-
3 (B)(2006). A "qualified replacement mortgage" must be traded for a defective
4 obligation and may not be conducted more than two years after the startup
5 date. 26 U.S.C. 860G (a)(4)(B)(ii)(2006)

6 48) As trustee for the Issuing Entity, BofA successor to LaSalle Bank
7 lacked the power to acquire or take Assignment of any mortgage outside of
8 the 3 month period following the REMIC Cut-Of Date. An attempted
9 assignment of the Note to the Loan Trust after this period is a "Prohibited
10 Transaction" which jeopardizes the favorable tax status accorded a REMIC.
11 As such, the Assignments, dated 11/6/09 and 11/12/10, are both ultra vires
12 and therefore voidable for being in violation of New York law governing the
13 Pooling and Servicing Agreements and IRS REMIC law. Krage does not
14 have to be a party to the Pooling and Servicing Agreement to ask that New
15 York law be enforced.

16 49) With the implementation of the California Homeowners' Bill of Rights,
17 Banks and Lenders are supposed to guarantee that no recorded documents are
18 forged or robo-signed and that all recorded documents are squeaky-clean. It
19 is not required that the owner complain to reverse fraudulent sales.

20 50) The Homeowner Bill of Rights provides that all foreclosure documents
21 either recorded with the county recorder (e.g., Notice of Default), or filed in a
22 foreclosure-related court proceeding must be accurate, complete and
23 supported by evidence. Krage asserts that the Trustee's Deed Upon Sale is
24 faulty and possibly invalid, because the Substitution of Trustee was signed by
25 an employee of the Foreclosure Trustee without evidence of capacity, and
26 Assignments were recorded by known Robosigners.

27 51) Robosigning: Yvonne Wheeler, an employee of Cal-Western
28 Reconveyance Corporation, the Foreclosure Trustee, signed both the

1 Substitution of Trustee for the Lender (without enclosing proof of her
2 capacity) and the Trustee's Deed Upon Sale.

3 52) Known Robosigner: Greg Allen, an employee of Lender Processing
4 Services that is a known Robosigner, signed one Assignment.

5 53) Known Robosigner: Wanda Chapman, an employee of JP Morgan
6 Chase that is a known Robosigner, signed a second Assignment.

7 54) Both Assignments were signed by alleged Robosigners purporting to be
8 employees of MERS, without proof of employment, and signed for MERS as
9 Nominee for Resmae, when, upon information and belief, Resmae was no
10 longer a member of MERS, and was not a subscriber of the eRegistry service,
11 whereas only membership in MERS' eRegistry would have allowed an
12 employee of MERS to sign as Nominee.

13 55) Krage has the right, even as tenant with only possessory interest, to
14 question the validity of documents presented in the Unlawful Detainer and in
15 this Bankruptcy Court, with the enactment of the California Homeowners'
16 Bill of Rights and implementation on January 1, 2013.

17 56) Krage alleges not only that Bank of America is not Trustee of the Bear
18 Stearns Trust, and has not been Trustee since December 31, 1010, but also
19 that the Foreclosure Sale was tainted with Robosigned documents by signers
20 without the capacities they claimed, with leads to the Trustee's Deed Upon
21 Sale itself being invalid.

22 57) With the implementation of the California Homeowners' Bill of Rights,
23 Banks and Lenders are supposed to guarantee that no recorded documents are
24 forged or robo-signed and that all recorded documents are squeaky-clean. It
25 is not required that the owner complain to reverse fraudulent sales.
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27 **THE ASSIGNMENT PROCESS, AS DICTATED BY THE PROSPECTUS**
28 **FOR BEAR STEARNS 2005-HE9**

1 58) Pursuant to the Trust Agreement which governs BEAR STEARNS
2 ASSET BACKED SECURITIES I LLC, ASSET-BACKED
3 CERTIFICATES, SERIES 2005-HE9, the Issuing Entity was created by the
4 Depositor (BEAR STEARNS ASSET BACKED SECURITIES I LLC) and
5 its assets consist of the Trust Fund. The Issuing Entity has no employees,
6 officers or directors. The Trustee, the Depositor, the Master Servicer (EMC
7 MORTGAGE CORPORATION), the Servicer (EMC MORTGAGE
8 CORPORATION) and the Custodian act on behalf of the Issuing Entity, and
9 may only perform those actions on behalf of the Issuing Entity that are
10 specified in the Trust Agreement, the Sale and Assignment Agreement, the
11 Servicing Agreement and the Custodial Agreement. 1 The Agreements are
12 controlled by, and construed in accordance with, New York law.

13 59) Pursuant to the Prospectus Supplement for the Issuing Entity, if BofA
14 holds Note, it was acquired by the Seller and Sponsor (Lehman Brothers
15 Holdings Inc.) from the originator (ResMAE Mortgage Corporation) The
16 trust agreement dated as of September 1,2005, among the Depositor, the
17 Master Servicer and the Trustee. Sale and Assignment Agreement refers to:
18 The mortgage loan sale and assignment agreement dated as of September
19 1,2005, between the Seller and the Depositor. The Servicing Agreement refers
20 to: The servicing agreement between the Seller and the Servicer. The
21 Custodial Agreement refers to: The custodial agreement between the Trustee
22 and the Custodian. Lender), as described within the Prospectus Supplement
23 under 'Underwriting Guidelines" and "Trust Agreement-Assignment of
24 Mortgage Loans." Thereafter, the Loan would have been assigned to the
25 Depositor who, in turn, would have assigned it to the Trustee at the time of
26 the "Closing Date" of September 30,2005. . Thus, according to the terms of
27 the Prospectus, the minimum conveyance chain was as follows ("the A-B-C
28 chain"):

1 A (Originator) - B (Depositor) - C (Trust)
2 Resmae BEAR STEARNS ASSET BACKED SECURITIES I LLC BEAR STEARNS 2005-HE9

3 60) At the time of these alleged assignments, the following documents were
4 required to be delivered to the Custodian on behalf of the Trustee in
5 accordance with the Trust Agreement:

- 6 • the related original Mortgage Note endorsed without recourse to the Trustee or
7 in blank,
- 8 • the original Deed of Trust with evidence of recording indicated thereon.

9 61) Each alleged transfer of Plaintiff's Mortgage Loan from the Seller to
10 the Depositor and from the Depositor to the Trustee was intended to be a sale
11 of that Mortgage Loan and was required to be reflected as such in the Sale
12 and Assignment Agreement and the Trust Agreement, respectively. However,
13 in the event of insolvency of a prior owner of a Mortgage Loan (BEAR
14 STEARNS ASSET BACKED SECURITIES I LLC., which may currently in
15 Chapter 11 reorganization), as a trustee in bankruptcy or a receiver or creditor
16 of the insolvent party could attempt to re-characterize the sale of that
17 Mortgage Loan by the insolvent party as a financing secured by a pledge of
18 the Mortgage Loan, the Trustee's security interest was required to be
19 perfected by delivery of the original Note to the Custodian on behalf of the
20 Trustee.

21 62) Pursuant to the Custodial Agreement between the Custodian and the
22 Trustee, the Custodian is required to hold the related Mortgage Loan
23 documents on behalf of the Trustee in an individual file, separate from other
24 mortgage loan files held by the Custodian, and is required to maintain the said
25 documents in a fireproof facility intended for the safekeeping of mortgage
26 loan files

27 63) The necessity of lien perfection by delivery of the original Note to the
28 Trustee is again reiterated in the Prospectus under "Assignment of Mortgage

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Loans." Therein, it states:

"As specified in the prospectus supplement, the depositor will, as to each Mortgage Loan, deliver or cause to be delivered to the trustee, or a custodian on behalf of the trustee:

- the mortgage note endorsed without recourse to the order of the trustee or in blank;
- the original Mortgage with evidence of recording indicated thereon (except for any Mortgage not returned from the public recording office, in which case a copy of the Mortgage will be delivered, together with a certificate that the original of the Mortgage was delivered to the recording office); and an assignment of the Mortgage in recordable form.

The trustee, or the custodian, is required to hold the documents in trust for the benefit of the security holders."

THE LIEN WAS NEVER PERFECTED AND THE NOTE NO LONGER EXISTS

64) On information and belief, none of the requirements for lien perfection, as enumerated in paragraphs above, were respected at the time of the Cut-off date or at any time subsequent thereto. None of the wet signature endorsements/assignments required by the A-B-C chain were ever made.

65) On information and belief, none of the Defendants currently hold, own or are in possession of the original Note.

66) At the time of the execution of the Deed of Trust, Resmae named MERS as the beneficiary of the Deed of Trust thereby expressly excepting the Security Instrument from the Note. The fact that the bifurcation of the Deed of Trust from the Note was purposeful and intentional is evidenced by the public statements made by the President and Chief Executive Officer of MERSCORP, R.K. Arnold, at the time of the creation of its wholly owned subsidiary, MERS. In an article entitled Yes, There is Life on MERS®, Prob.& Prop., Aug. 1997 (available at: <http://www.abanet.org/genpractice/magazine/1998/spring-bos/arnold.html>), while serving as the general counsel

1 for the firm, Mr. Arnold, stated:

2 "A mortgage note holder can sell a mortgage note to another in what has become a
3 gigantic secondary market. As investors bought more and more loans in the
4 secondary market, many of them contracted with servicing companies to handle
5 loan servicing obligations. For these servicing companies to perform their
6 duties satisfactorily, the **note and mortgage were bifurcated**. The investor or
7 its designee held the note and named the servicing company as mortgagee, a
8 structure that became standard." (emphasis added)

9 67) As a result of the Assignments of the Deed of Trust by a MERS
10 "Certifying Officer" to BofA on 11/6/09 and 11/12/10, the Note and Deed of
11 Trust stand in the name of two separate and different entities. The Note
12 remains in the name of Resmae while the beneficiary of the Deed of Trust is
13 now BofA.

14 68) As a result of these purposeful and intentional severances of the Deed
15 of Trust from the Note, the Deed of Trust is void; the Note has always been
16 and currently is unsecured, and any creditor claiming ownership of the Note is
17 therefore an Unsecured Claimant for the purposes of the underlying
18 Bankruptcy Case and for this Adversary Proceeding.

19 69) As a severance of the ownership and possession of the original Note
20 and Deed of Trust has occurred, as the Deed of Trust is defective on its face,
21 and as the original Note has been intentionally destroyed, Defendants are
22 legally precluded from foreclosing on the subject property and could not
23 have.

24 70) As the Note was non-negotiable when issued by the originator,
25 Resmae, no subsequent holder can pretend to occupy the status of a "holder in
26 due course" of the Note.

27 71) Moreover, if the transfer of the Note from MERS to Defendant BofA,
28 by way of the 2 Assignments ,of Deed of Trust, is deemed valid by the Court,
then BofA took the debt knowing the debt was in default first Assignment
5/23/07, after Notice of Default 2/23/07 L.A. County Recorder # 2007-

1 0394713) when it took it and BofA cannot claim the status of a holder in due
2 course, but was a Debt Collector, irrespective of whether or not the Note was
3 non-negotiable when issued.

4 72) On information and belief, having sold the Note "forward" at the time
5 of its origination, Resmae was paid in full for the value of the Note prior to
6 having made the loan proceeds available to Plaintiff Douglas Matthews. The
7 debt, in so far as it once may have been owed to Resmae, has been discharged
8 and BofA, as the Trustee for BEAR STEARNS ASSET BACKED
9 SECURITIES I LLC BEAR STEARNS 2005-HE, is barred from claiming a
10 right to enforce the Note as such enforcement would constitute a double
11 recovery for BofA.

12 73) Without proper Assignment and/or Substitution of Trustee, BofA
13 Trustee had no power of Sale, and the resultant Trustee's Deed Upon Sale is
14 VOID from inception.

15 74) Debtor Krage alleges that he is an innocent renter with a long-term
16 lease, which Defendants BofA and Chase have chosen not to honor, despite
17 Federal Public Law 111-22, the "Protecting Tenants after Foreclosure Act"
18 and Code of Civil Procedures 1161b.

19 **SUMMARY OF FACTS AND EVENTS**

20 75) RESMAE MORTGAGE CORPORATION ("RESMAE", hereafter)
21 fraudulently misrepresented to OWNER MATTHEWS that RESMAE would
22 fund a loan to OWNER MATTHEWS.,

23 76) RESMAE further fraudulently represented to OWNER MATTHEWS
24 that RESMAE was the lender and that the Note was a normal Note, when in
25 fact BEAR STEARNS ASSET BACKED SECURITIES I LLC, Depositor,
26 and EMC MORTGAGE CORPORATION, Seller, funded the alleged "Loan"
27 to directly purchase the Note for BEAR STEARNS ASSET BACKED
28 SECURITIES I TRUST 2005-HE9 ASSET-BACKED CERTIFICATES,

1 SERIES 2005-HE9 (hereafter, “BEAR STEARNS TRUST”), which rendered
2 the Note a Security to be traded on Wall Street.

3 77) RESMAE fraudulently represented in the Note and Deed of Trust that
4 RESMAE MORTGAGE CORPORATION was a Delaware Corporation,
5 when in fact the online database of the Delaware Division of Corporations
6 states that no such Corporation exists. Only a RESMAE MORTGAGE,
7 LLC exists on record, according to their online database.

8 78) If OWNER MATTHEWS had been told that the Note he was signing
9 would be a Security instead of a normal Loan, OWNER MATTHEWS told
10 me before he died that he would have questioned the transaction further, and
11 may not have chosen to sign.

12 79) The POOLING AND SERVICING AGREEMENT for the BEAR
13 STEARNS TRUST Dated as of September 1, 2005 had a Closing Date of
14 September 30, 2005, by which all paperwork had to be submitted, so as to not
15 violate New York law governing Pooling and Servicing Agreements, and so
16 as to not invalidate the BEAR STEARNS TRUST’s tax-free status as a
17 REMIC.

18 80) Although the Loan was entered into the BEAR STEARNS TRUST by
19 September 30, 2005, no Assignment of Trust Deed was prepared or recorded
20 by September 30, 2005, which separated the Note from the Deed of Trust,
21 rendering the Deed of Trust invalid as a Security, which would force the
22 BEAR STEARNS TRUST to initiate Judicial Foreclosure instead of Non-
23 Judicial Foreclosure.

24 81) On March 6, 2006, a Substitution of Trustee was recorded (recorder
25 #06-0477968) signed by Yvonne J. Wheeler, claiming to be Assistant
26 Secretary of MERS, whereas on a later Trustee’s Deed Upon Sale, Yvonne J.
27 Wheeler signed as Assistant Secretary of Cal-Western, the firm that actually
28 pays her salary. Upon information and belief, Yvonne J. Wheeler’s salary

1 was never paid by MERS, and the Substitution can be alleged to be Robo-
2 Signed, and a possible forgery.

3 82) The "Loan" was supposed to pay off a previous loan by Quick Loan
4 Funding, but on February 23, 2007, CAL-WESTERN RECONVEYANCE
5 filed a Notice of Default (recorder # 07-0394713) for MERS as Beneficiary
6 for the previously allegedly paid-off Deed of Trust to Quick Loan Funding.

7 83) On October 25, 2007, Quality Loan Service filed a Notice of Default
8 (recorder #07-2418710) for EMC Mortgage Corp for a previously paid-off
9 Loan by Quick Loan Funding.

10 84) The Deed of Trust to Quick Loan Funding was not properly reconveyed
11 until April 30, 2008, recorder # 08-0759946.

12 85) On August 3, 2009, Quality Loan Service filed a Notice of Default
13 (recorder # 08-1010883) for a different Deed of Trust to Quick Loan Funding,
14 but named Aurora as Beneficiary.

15 86) No Assignment of Trust Deed to the Trust was recorded until
16 November 6, 2009 (Ex.7), well after the Closing Date of September 30, 2005
17 required by the Pooling and Servicing Agreement, which delay violates New
18 York state law governing Pooling and Servicing Agreements for New York
19 Securitization Trusts and which delay would violate the tax-free REMIC
20 status of the BEAR STEARNS TRUST. It appears that one bogus
21 Assignment wasn't enough, so a second bogus Assignment was recorded on
22 11/12/10 (Ex. 9)

23 87) The first alleged Assignment is voidable, because it was signed by
24 Greg Allen, as Vice President of Mortgage Electronic Registration Systems
25 (hereafter, "MERS") as Nominee for RESMAE. Greg Allen is a notorious
26 Robo-Signer and was an employee of Lender Processing Services. Both
27 Assignments are also Voidable or Void, because BofA Trustee for the
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1 REMIC/Common Law Trust could not accept them after the Closing Date of
2 the New York Common Law Trust/REMIC pm 9/30/05.

3 88) On October 8, 2010, Bank of America announced it was extending its
4 suspension of foreclosures to all 50 states. A review of the documents used by
5 Bank of America to foreclose readily shows why this was the only
6 appropriate action for Bank of America. In thousands of cases, Bank of
7 America has used Mortgage Assignments specially prepared just for
8 foreclosure litigation. On these assignments, the identity of the mortgage
9 company officer assigning the mortgage to BOA is wrongly stated. Who has
10 signed most frequently as mortgage officers on mortgage assignments used by
11 BOA to foreclose? Regular signers include the “robo-signers” from Lender
12 Processing Services in both Alpharetta, Georgia and Mendota Heights,
13 Minnesota. LPS employees Liquenda Allotey, Greg Allen, John Cody and
14 others, using dozens of different corporate titles, sign mortgage assignments
15 stating BOA has acquired certain mortgages.

16 89) On May 27, 2010, BANK OF AMERICA, NATIONAL
17 ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK
18 NATIONAL ASSOCIATION, AS TRUSTEE FOR
19 CERTIFICATEHOLDERS OF BEAR STEARNS ASSET BACKED
20 SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES 2005-
21 HE9 (Hereafter, “TRUSTEE BOFA”), had CAL-WESTERN
22 RECONVEYANCE CORPORATION file a Notice of Default (recorder # 10-
23 0724357).

24 90) On September 2, 2010, TRUSTEE BOFA had CAL-WESTERN
25 RECONVEYANCE CORPORATION file a Notice of Trustee Sale (recorder
26 # 10-1234249).

27 91) On December 13, 2010, TRUSTEE BOFA had CAL-WESTERN
28 RECONVEYANCE CORPORATION conduct a Non-Judicial Trustee’s Sale,

1 where TRUSTEE BOFA purchased the property from itself by using
2 OWNER MATTHEWS' own Note as collateral.

3 92) On December 20, 2010, TRUSTEE BOFA had CAL-WESTERN
4 RECONVEYANCE CORPORATION file a Trustee's Deed Upon Sale
5 (recorder # 10-1880063), signed December 13, 2010, and Notarized
6 December 15, 2010. Under Penalty of Perjury, the Notary stated that "On
7 Dec 15, 2010 before me, Rosalyn Hall, a Notary Public, personally appeared
8 Yvonne J. Wheeler". Obviously, Yvonne J. Wheeler signed the Trustee's
9 Deed Upon Sale 2 days before the Notary claimed she appeared before her,
10 outside her presence.

11 93) At the December 13, 2010 foreclosure sale, the Trustee's Deed Upon
12 Sale states that TRUSTEE BOFA paid only \$199,799.50, when \$434,371.30
13 was owed.

14 94) TRUSTEE BOFA had the unlawful-detainer-mill law firm RUZICKA
15 & WALLACE, LLP post and mail (12/29/2010) a Notice To Vacate with 3
16 days Notice to the owner, and 90 days notice to the tenant, but without the
17 required 60 day notice under California law. The Notice To Vacate was
18 fatally defective.

19 95) On January 13, 2011, RUZICKA & WALLACE, LLP filed an
20 Unlawful Detainer Complaint against OWNER MATTHEWS and DOES 1 to
21 20, inclusive (Case # 11C00167) in California Superior Court for Los
22 Angeles County, Bellflower Courthouse.

23 96) Ronald Garner was a co-renter of a portion of the garage at 9735
24 Harvard Ave Bellflower, CA 90706 (hereafter, "BELLFLOWER
25 PROPERTY") at the time.

26 97) Although all previous notices had been mailed to OWNER
27 MATTHEWS at his home address at [REDACTED] Norwalk, CA 90650,
28 no notice of Unlawful Detainer was mailed to that address. The Unlawful

1 Detainer Summons and Complaint were served on Ronald Garner, and the
2 only mailing was to Douglas Matthews [REDACTED] Bellflower, CA
3 90706. Ronald Garner failed to tell former owner MATTHEWS and
4 renter/plaintiff KRAGE about the Unlawful Detainer, and Ronald Garner
5 failed to give a copy of the Summons and Complaint to MATTHEWS and
6 KRAGE, even though Matthews was named in the complaint, and Krage was
7 renter.

8 98) Ronald Garner had told OWNER MATTHEWS that he would be
9 leaving, but did not say when.

10 99) Plaintiff James Krage (Hereafter, "PLAINTIFF KRAGE") originally
11 rented a quarter of the garage, and as tenant had the right to park his
12 Motorhome in the driveway and right of succession to rent the house if the
13 current tenant moved out. James Krage had a written Rental Agreement for 5
14 years with two 5 year extensions with an agreement from the former owner to
15 move in after the other house tenant moved out, all before the foreclosure sale
16 on December 13 2010.

17 100) Ronald Garner called PLAINTIFF KRAGE on March 22, 2011 to ask
18 Krage to move his Motorhome.

19 101) Ronald Garner stated to PLAINTIFF KRAGE that he was leaving.

20 102) PLAINTIFF KRAGE called OWNER MATTHEWS to tell him that
21 Ronald Garner was leaving, which surprised OWNER MATTHEWS.

22 103) PLAINTIFF KRAGE arrived at the BELLFLOWER PROPERTY and
23 was told that the Bank was taking possession, that he had to move his
24 Motorhome, or it would be towed. PLAINTIFF KRAGE asked what bank
25 had possession, and was told Chase Bank. PLAINTIFF KRAGE asked for
26 contact information for the bank, but none was given to him.
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104) PLAINTIFF KRAGE moved his MOTORHOME, a 1987 WINNIBAGO on a Chevrolet chassis with the license plate 2LIF601, across the street to a Ralph's parking lot.

105) PLAINTIFF KRAGE worked in his MOTORHOME for a while, until he noticed that everything in the garage was being hauled away.

106) The reason for the rental of one quarter of the garage was to store PLAINTIFF KRAGE's books.

107) PLAINTIFF KRAGE asked the workers to give him the books in the garage. The workers stated they would not remove the books that were already in the truck, but they did give PLAINTIFF KRAGE a few boxes of books and tapes that had not yet been removed from the garage. All of those boxes contained books and tapes owned by Ron Garner, so PLAINTIFF KRAGE gave those boxes to a mutual friend, Dennis Whipple, who lived close by. The boxes were wet, and PLAINTIFF KRAGE didn't want to hold wet boxes in his MOTORHOME, and PLAINTIFF's car had broken down previously.

108) Plaintiff Krage never received back his own books that were stolen without a Writ of Possession.

109) PLAINTIFF KRAGE later saw Real Estate Agent Nelson Herman Sanchez (hereafter, "Sanchez") enter the property, so PLAINTIFF KRAGE asked him for his card and phone number. Sanchez stated that he worked for Century 21 A Better Service Realty in Downey, at 8077 Florence Ave.

110) On the same day, March 22, 2011, PLAINTIFF KRAGE then went to the Bellflower Courthouse, and bought a copy of the Complaint in Unlawful Detainer, and the Registry of Actions.

111) The Registry of Actions showed that no Defaults had been filed and no Writ of Possession was ever issued.

- 1 112) It then appeared that Defendants were evicting the owner and a tenant
2 without a Writ of Possession, so they did not have possession.
- 3 113) PLAINTIFF KRAGE gave a copy of the Unlawful Detainer Complaint
4 to OWNER MATTHEWS.
- 5 114) PLAINTIFF KRAGE filed a Prejudgment Claim of Right to Possession
6 on March 23, 2011.
- 7 115) OWNER MATTHEWS filed a Demurrer an hour after KRAGE.
- 8 116) OWNER MATTHEWS changed the locks on the property on March
9 24, 2011, as he has always done after a tenant moves. Ron Garner never
10 returned the keys to him.
- 11 117) OWNER MATTHEWS told PLAINTIFF KRAGE that he had changed
12 the locks.
- 13 118) SANCHEZ apparently had jimmed opened the locked front door to
14 change the locks, then called the sheriff.
- 15 119) The first Sheriff's visit was on 3/24/2011 Tag #715 by Deputy
16 Hernandez.
- 17 120) At each Sheriff visit, SANCHEZ misrepresented to the Sheriff and to
18 the Plaintiff that the Trustee's Deed Upon Sale gave them full possession -
19 that they didn't need a Writ of Possession to gain possession from the owner.
- 20 121) The second Sheriff's visit was on 3/25/2011 Tag #366 by Deputy
21 Hernandez, who refused to stop SANCHEZ from changing the locks despite
22 PLAINTIFF'S protests.
- 23 122) Later, after OWNER MATTHEWS spoke to Watch Sergeant Suarez,
24 Suarez dispatched a supervisor. On 3/25/2011 Tag#LKD11084-0366,
25 Sergeant Brian Bishop met OWNER MATTHEWS, PLAINTIFF KRAGE,
26 and defendant SANCHEZ at the BELLFLOWER PROPERTY, and stated
27 that it was a Civil Matter, not Criminal, so the situation had to be settled in
28 court, not by the Sheriff. Defendant SANCHEZ had entered the property

1 over PLAINTIFF'S protests, but Sergeant Bishop repeated he would not
2 interfere in this private matter, that both parties could enter the property.

3 123) Defendants dismissed the Unlawful Detainer Complaint of 2011.

4 124) Defendants never sought or received a Writ of Possession.

5 125) On May 2, 2012, Defendants BofA and Chase wrongfully filed a new
6 Complaint for Forcible Detainer and Forcible Entry against Debtor Krage, et
7 al. although Defendants and agents used forcible entry and threat of force to
8 force Krage off the premises, and try to lock him out. Krage has never given
9 up access to the property.

10 126) On October 16, 2013, BofA and Chase wrongfully filed a new
11 Complaint for Unlawful Detainer against Debtor Krage, in violation of a
12 Bankruptcy Stay that they were given full notice of in advance multiple times,
13 and in violation of a Bankruptcy Court Order prohibiting them from taking
14 any action in State Court without first requesting Relief from Stay in the
15 Bankruptcy Court.

16 127) Krage wants his lease honored, and the court to direct to whom Krage
17 should make his monthly rent payments, plus statutory, punitive and
18 exemplary damages for the property that was stolen and for the continued
19 harassment, forcible detainer and forcible entry.

20 128) Douglas Matthews alleged that the Foreclosure Sale was wrongful and
21 should be overturned, and that he was the lawful landlord of the premises and
22 entitled to rent payments. Matthews has since then died.

23 FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF 28 U.S.C. 2201
24 (All Defendants)

25 129) Plaintiff repeats and realleges Paragraphs 1-128, inclusive, as if set
26 forth in full herein.
27
28

1 130) Pursuant to UCC § 9301(1) (b), the Debtors interest, as lien creditors,
2 takes priority over the subordinate unperfected security interests in the estate
3 property.

4 131) Pursuant to 11 U.S.C. § 1107(a), as debtors in possession with the
5 right and power State law confers upon one who has acquired a lien by legal
6 or equitable proceedings, Plaintiff hereby invokes the powers of the
7 bankruptcy trustee, including the authority to set aside preferential or
8 fraudulent transfers, as well as transfers otherwise voidable under applicable
9 state or federal law according to 11 U.S.C. §§ 544, 547, 548.

10 132) The Defendants' purported Trustee's Deed Upon Sale has no validity
11 because

- 12 • it is defective on its face, thus rendering it void,
- 13 • the Deed of Trust has been intentionally bifurcated from the Note, thus
14 rendering it void, and
- 15 • none of the Defendants had a, right, title, interest, or are agents of one with a
16 right, title and interest, in the Note, and therefore, no right, title or interest in
17 the subject Deed of Trust.

18 WHEREFORE, Plaintiff requests the Court

- 19 1) determine the rights between the parties and
- 20 2) declare that Bank of America is not Trustee of the Bear Stearns Trust,
- 21 3) declare that Bank of America is not Real Party in Interest for the Property,
- 22 4) declare that Bank of America has no interest in the Property after it gave all
23 Trusteeship rights to US Bank on December 31, 2010.
- 24 5) declare that the Substitution of Trustee was signed by an employee of the
25 Foreclosure Trustee, not the Beneficiary, no proof of capacity to sign has been
26 given, and therefore the Substitution of Trustee was invalid and fraudulently
27 recorded.

28

- 1 6) declare that the Defendants' Assignments were Robosigned for MERS as
2 Nominee for Resmae, when Resmae was not a member of MERS and Resmae
3 was not a participant in eRegistry, and therefore the Assignments, Substitution
4 of Trustee and Trustee's Deed Upon Sale are invalid, and possibly fraudulently
5 recorded,
- 6 7) Declare that for invalidity of the Substitution of Trustee and/or Assignments, the
7 Trustee's Deed Upon Sale is invalid and cannot be used for purposes of the
8 Unlawful Detainer, based on the California Homeowners' Bill of Rights.
- 9 8) determine and declare the validity of Defendants' interests, if any, in the
10 Property known as 9735 Harvard Bellflower, California,
- 11 9) grant to Plaintiff costs of suit incurred herein; and
- 12 10) grant such other and further relief as the Court deems just and proper.

13
14 SECOND CAUSE OF ACTION FOR DAMAGES FOR THEFT
15 (All Defendants)

- 16 1) Plaintiff repeats and realleges Paragraphs 1-128, inclusive, as if set forth in full
17 herein.
- 18 2) Pursuant to UCC § 9301(1) (b), the Debtors interest, as lien creditor, takes
19 priority over the subordinate unperfected security interests in the estate
20 property.
- 21 3) Pursuant to 11 U.S.C. § 547, as debtor in possession with the right and power
22 State law confers upon one who has acquired a lien by legal or equitable
23 proceedings, Plaintiff hereby invokes the powers of the bankruptcy trustee,
24 including the authority to set aside preferential or fraudulent transfers, as well
25 as transfers otherwise voidable under applicable state or federal law according
26 to 11 U.S.C. §§ 544,547,548.
- 27 4) The Defendants' purported lien has no validity because (i) it is defective on
28 its face, thus rendering it void, (ii) it has been intentionally bifurcated from the

1 Note, thus rendering it void, and (iii) none of the Defendants have a, right, title,
2 interest, or are agents of one with a right, title and interest, in the Note, and
3 therefore, no right, title or interest in the subject Deed of Trust.

4 WHEREFORE, Plaintiff requests the Court

- 5 (i) grant to Plaintiff about \$10,000 for the approximate cost of the books, which
6 included but are not limited to textbooks for Linguistics, Chemistry, Physics;
7 Foreign Language Dictionaries,; and reference books on Nutrition, Health,
8 Languages and other materials, some of which were purchased in Germany and
9 France, while Debtor studied there.
- 10 (ii) grant Plaintiff statutory, punitive, and exemplary damages of five hundred
11 thousand dollars each,
- 12 (iii) grant Plaintiff's costs of suit incurred herein; and
- 13 (iv) grant such other and further relief as the Court deems just and proper.

14 THIRD CAUSE OF ACTION FOR REPETITIVE HARASSMENT

15 (All Defendants)

- 16 5) Plaintiff repeats and realleges Paragraphs 1-128, inclusive, as if set forth in full
17 herein.
- 18 6) Pursuant to UCC § 9301(1) (b), the Debtors interest, as lien creditor, takes
19 priority over the subordinate unperfected security interests in the estate
20 property.
- 21 7) Pursuant to 11 U.S.C. § 547, as debtor in possession with the right and power
22 State law confers upon one who has acquired a lien by legal or equitable
23 proceedings, Plaintiff hereby invokes the powers of the bankruptcy trustee,
24 including the authority to set aside preferential or fraudulent transfers, as well
25 as transfers otherwise voidable under applicable state or federal law according
26 to 11 U.S.C. §§ 544,547,548.
- 27 8) The Defendants' purported lien has no validity because (i) it is defective on
28 its face, thus rendering it void, (ii) it has been intentionally bifurcated from the

1 Note, thus rendering it void, and (iii) none of the Defendants have a, right, title,
2 interest, or are agents of one with a right, title and interest, in the Note, and
3 therefore, no right, title or interest in the subject Deed of Trust.

4 WHEREFORE, Plaintiff requests the Court

- 5 (i) grant Plaintiff statutory, punitive, and exemplary damages of five hundred
6 thousand dollars each,
7 (ii) grant Plaintiff's costs of suit incurred herein; and
8 (iii) grant such other and further relief as the Court deems just and proper.
9 (iv) grant Plaintiff costs of suit incurred herein; and
10 (v) grant such other and further relief as the Court deems just and proper.

11 FOURTH CAUSE OF ACTION FOR
12 FORCIBLE DETAINER AND FORCIBLE ENTRY
13 (All Defendants)

14 9) Plaintiff repeats and realleges Paragraphs 1-128, inclusive, as if set forth in full
15 herein.

16 10) Pursuant to UCC § 9301(1) (b), the Debtors interest, as lien creditor, takes
17 priority over the subordinate unperfected security interests in the estate
18 property.

19 11) Pursuant to 11 U.S.C. § 547, as debtor in possession with the right and power
20 State law confers upon one who has acquired a lien by legal or equitable
21 proceedings, Plaintiff hereby invokes the powers of the bankruptcy trustee,
22 including the authority to set aside preferential or fraudulent transfers, as well
23 as transfers otherwise voidable under applicable state or federal law according
24 to 11 U.S.C. §§ 544,547,548.

25 12) The Defendants' purported lien has no validity because (i) it is defective on
26 its face, thus rendering it void, (ii) it has been intentionally bifurcated from the
27 Note, thus rendering it void, and (iii) none of the Defendants have a, right, title,
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1 interest, or are agents of one with a right, title and interest, in the Note, and
2 therefore, no right, title or interest in the subject Deed of Trust.

3 WHEREFORE, Plaintiff requests the Court

- 4 (i) grant Plaintiff statutory, punitive, and exemplary damages of five hundred
5 thousand dollars each,
6 (ii) grant Plaintiff's costs of suit incurred herein; and
7 (iii) grant such other and further relief as the Court deems just and proper.
8 (iv) grant Plaintiff costs of suit incurred herein; and
9 (v) grant such other and further relief as the Court deems just and proper.

10
11 FIFTH CAUSE OF ACTION TO ENFORCE PUBLIC LAW 111-22
12 (Defendants BofA and Chase)

- 13 13) Plaintiff repeats and realleges Paragraphs 1-128, inclusive, as if set forth in
14 full herein.
15 14) Pursuant to FEDERAL PUBLIC LAW 111-22, the "Protecting Tenants after
16 Foreclosure Act", Debtor's Long—Term Lease must be honored.
17 15) Debtor is not a parent or child of former owner Douglas Matthews, the lease
18 was at an arms-length distance, and is a fair rental value for the condition of the
19 property

20 WHEREFORE, Plaintiff requests the Court

- 21 (i) order Defendants to honor the Lease,
22 (ii) grant Plaintiff's costs of suit incurred herein; and
23 (iii) grant such other and further relief as the Court deems just and proper.

24 **AUTHENTICATION OF EXHIBITS**

25 (1) I further declare that my exhibits to this declaration are presented in a
26 Request for Judicial Notice, filed separately:

27 (2) Plaintiff may dispute the accuracy of some of the exhibits that originated
28 from sources other than the Plaintiff's. Exhibits from sources other than the

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Plaintiff's are not necessarily presented to prove the truth of matters therein.

(3) Debtor/Plaintiff is requesting Judicial Notice to the attached Exhibits that are allowed to be Judicially Noticed – CA Evidence Code § 451 requires that federal and state laws shall be considered and, CA Evidence Code § 452 and CA Evidence Code § 453 – states that those corresponding documents may be considered by the court in ruling on Demurrers and other motions Sullivan v. County of Los Angeles (1974) 12 Cal. 3d 710, 714 n.3, 117 Cal. Rptr. 241; Tiffany v. Sierra Sands Unified School Dist. (1980) 103 Cal. App. 3d 218, 225].

(4) Debtor/Plaintiff is requesting Judicial Notice to the attached Exhibits that are allowed to be Judicially Noticed under FEDERAL RULES OF EVIDENCE ARTICLE II. JUDICIAL NOTICE Rule 201

(5) I declare that contained in the Request for Judicial Notice is the Exhibit List with Exhibits.

1 PRAYER FOR RELIEF:

- 2 1. Plaintiff demands judgment AGAINST Defendants, and each of them,
3 jointly and severally, and further demands:
- 4 2. A temporary restraining order, and or a preliminary and permanent
5 injunction enjoining Defendants and his, her, or its agents, employees, officers,
6 attorneys, and representatives from engaging in or performing any of the
7 following acts: (i) taking possession without a Writ of Possession, (ii) offering,
8 or advertising this property for sale and (iii) holding any auction for the same or
9 in the alternative, a declaration that the foreclosure sale was improper.
- 10 3. Compensatory, Statutory, General and Punitive Damages against
11 Defendants of five hundred thousand dollars for each type of damage against
12 each defendant or in an amount subject to proof at the time of trial.
- 13 4. Costs of this action, including attorney's fees as they become appropriate
14 and other just relief.
- 15 5. declare that Bank of America is not Trustee of the Bear Stearns Trust,
16 6. declare that Bank of America is not Real Party in Interest for the Property,
17 7. declare that Bank of America has no interest in the Property after it gave all
18 Trusteeship rights to US Bank on December 31, 2010.
- 19 8. declare that the Substitution of Trustee was signed by an employee of the
20 Foreclosure Trustee, not the Beneficiary, no proof of capacity to sign has
21 been given, and therefore the Substitution of Trustee was invalid and
22 fraudulently recorded.
- 23 9. declare that the Defendants' Assignments were Robosigned for MERS as
24 Nominee for Resmae, when Resmae was not a member of MERS and Resmae
25 was not a participant in eRegistry, and therefore the Assignments, Substitution
26 of Trustee and Trustee's Deed Upon Sale are invalid, and possibly
27 fraudulently recorded,
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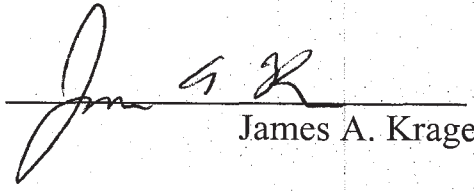
10. Declare that for invalidity of the Substitution of Trustee and/or Assignments, the Trustee's Deed Upon Sale is invalid and cannot be used for purposes of the Unlawful Detainer, based on the California Homeowners' Bill of Rights.

11. determine and declare the validity of Defendants' interests, if any, in the Property known as 9735 Harvard Bellflower, California,

12. For a declaration that Defendants are not Real Party in Interest, acted in violation of law, are not the legal owners of the Property and the Note and Deed of Trust and had no right to foreclose on the real property and have no right to equitable interest in the property, or

13. In the alternative for a declaration that Krage has a long-term lease that must be honored by Defendants under federal Public Law 111-22.

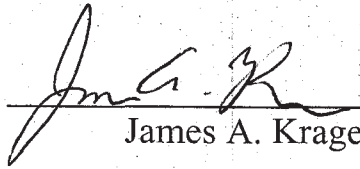
14. For such other and further relief as is just
November 26, 2013


James A. Krage

VERIFICATION

I, James A. Krage, am the PLAINTIFF in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California and of the United States of America that the foregoing is true and correct.

November 26, 2013


James A. Krage