

1 DOUGLAS M. MATTHEWS
2 15029 DOMART AVE.
3 NORWALK, CA 90650
4 PHONE (562) 929-4567
5 PLAINTIFF IN PRO PER

6 JAMES A. KRAGE
7 5708 CANDOR STREET
8 LAKEWOOD, CA 90713
9 PHONE (562)867-3230
10 PLAINTIFF IN PRO PER

ORIGINAL FILED
MAR 28 2011
LOS ANGELES
SUPERIOR COURT

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES SOUTHEAST DISTRICT – NORWALK COURTHOUSE

13 DOUGLAS M. MATTHEWS and
14 JAMES A. KRAGE,

15 Plaintiffs,

16 v.

17 NELSON HERMAN SANCHEZ;
18 DAVID SARINANA;
19 EST FIN SERVICES INC;
20 CENTURY 21 A BETTER SERVICES
21 REALTY;
22 ATTORNEY RICHARD SONTAG;
23 RUZICKA & WALLACE, LLP;
24 BRIDGFIELD MORTGAGE
25 CORPORATION fka RESMAE
26 MORTGAGE CORPORATION;
27 LENDER PROCESSING SERVICES, Inc;

28 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;

CAL-WESTERN RECONVEYANCE
CORPORATION;
LOS ANGELES COUNTY SHERIFF;
SERGEANT BRIAN BISHOP;
SHERIFF DEPUTY HERNANDEZ,
. and Does 1-100 Inclusive.

Defendants

CASE NO: **VC058398**

- COMPLAINT: FOR VIOLATIONS OF
1. QUIET TITLE
 2. FRAUDULENT MISREPRESENTATION
 3. INJUNCTIVE RELIEF
 4. IMPROPER FORECLOSURE PROCEDURE
 5. IMPROPER EVICTION PROCEDURE
 6. TRESPASS
 7. FAILURE TO ENFORCE THE LAW

1 Plaintiffs complain and, for causes of action, allege as follows:

2 URGENCY

- 3 1) Real Estate Salesperson NELSON HERMAN SANCHEZ, **claiming that the Trustee's**
4 **Deed Upon Sale (Exhibit 7) is all that is needed for Possession and that a Writ of**
5 **Possession is not needed**, has done the following:
- 6 a. **changed locks** over PLAINTIFFS' protests with Sheriff's Deputy Hernandez present
 - 7 b. **threatened PLAINTIFFS' arrest** with Sheriff's Deputy Hernandez present
 - 8 c. **threatened** to have PLAINTIFF KRAGE's MOTORHOME **towed** from a Ralph's
9 Parking Lot with Sheriff's Deputy Hernandez present,
 - 10 d. caused to be hauled away Furniture, Books, Tapes, Appliances and other possessions
11 from the property without a Writ of Possession and despite PLAINTIFF KRAGE's
12 protests. PLAINTIFFS timely request the return of their valuable possessions.
 - 13 e. appears to have taken a Certified Registry of Actions (Exhibit 9) of the Bellflower
14 Courthouse Unlawful Detainer action, which PLAINTIFF KRAGE paid \$25.50 for,
15 which disappeared during a Sheriff's visit, and is believed to be in the possession of
16 SANCHEZ, without PLAINTIFF KRAGE's permission. PLAINTIFF KRAGE
17 requests the return of the Certified copy
 - 18 f. **threatened to damage** PLAINTIFF KRAGE in many other ways.
- 19 2) SANCHEZ is a Real Estate Salesperson working under Brokers Licenses for Century 21 A
20 Better Service Realty, EST FIN SERVICES INC, Broker David Sarinana, for lawfirm
21 RUZICKA & WALLACE, LLP, Attorney for BANK OF AMERICA, NATIONAL
22 ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
23 ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS
24 ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES
25 2005-HE9.
- 26 3) Upon Information and Belief, Bank of America (BofA) had Greg Allen of Lender
27 Processing Services, Inc (LPS) **forge** an Assignment, because its lack broke the Chain of
28

1 Title. These forgeries were typical, and LPS forgeries were the main reason BofA
2 suspended all foreclosures on October 18, 2010. Some News articles on this are at:
3 <http://online.wsj.com/article/SB10001424052748704657304575539963605720860.html>
4

5 PARTIES and PROPERTY

- 6 4) The subject Property referred to in this Complaint is commonly known as 9735 Harvard in
7 the City of Bellflower, County of Los Angeles, State of California, Zip Code 90706
8 (hereafter, "BELLFLOWER PROPERTY"). The Legal Description is "**Lots 39 and 40 of**
9 **Block 17 of Tract 304, in the City of Bellflower, County of Los Angeles, State of**
10 **California, as per Map recorded in Book 22, Page 124, of Maps, in the Office of the**
11 **County Recorder of said County**".
- 12 5) Douglas M. Matthews (hereafter, "PLAINTIFF MATTHEWS"), an individual domiciled
13 in the City of Norwalk, County of Los Angeles, State of California, has been the owner of
14 the property since a Grant Deed was recorded to him on June 28, 2002 (recorder #02-
15 1473147) by Rafael and Liliana Jaquez. Because no Writ of Possession has been issued
16 by any court, PLAINTIFF MATTHEWS still has a possessory interest in the property.
- 17 6) Plaintiff James A. Krage (hereafter, "PLAINTIFF KRAGE"), an individual domiciled in
18 the City of Lakewood, County of Los Angeles, State of California, is a renter at the
19 BELLFLOWER PROPERTY, with a long term rental agreement to rent one fourth of
20 the garage for storage, and with the right as a tenant to park his Motorhome (hereafter,
21 : "RV") on the property.
- 22 7) Defendant Nelson Herman Sanchez (hereafter, "SANCHEZ"), an individual doing business
23 in the City of Downey, County of Los Angeles, State of California, has a Salesperson
24 License #01219209 from the California Department of Real Estate, under EST FIN
25 SERVICES INC Broker License #01213255, NMLS ID # 249064, under the supervision
26 of Designated Officer David Sarinana (hereafter, "SARINANA"), DRE License #
27 00760251. SANCHEZ presents on his business card that he works for CENTURY 21 A
28 BETTERS SERVICES REALTY, a DBA of David Sarinana. SANCHEZ is the agent

1 that directly misrepresented to everyone, including the Sheriff, that the Trustee's Deed
2 Upon Sale gave full Possession, without a Writ of Possession, to allow him to change locks
3 on the owner and forcibly evict anyone from the property.

4 8) Defendant David Sarinana (hereafter, "SARINANA") , an individual doing business in the
5 City of Downey, County of Los Angeles, State of California, has a Broker License
6 #00760251 from the California Department of Real Estate, with DBAs of EST FIN
7 SERVICES INC and CENTURY 21 A BETTER SERVICE REALTY, NMLS ID #
8 249064, and is the broker supervising salesperson SANCHEZ.

9 9) Defendant EST FIN SERVICES INC (hereafter, "EST") is a active California corporation
10 with DRE License #01206776, headed by Officer David Sarinana, whose California
11 Department of Real Estate listing cites SANCHEZ as salesperson for it.

12 10) Defendant CENTURY 21 A BETTER SERVICE REALTY (hereafter, "CENTURY 21")
13 is a DBA of Officer David Sarinana, who employs SANCHEZ. SANCHEZ's business
14 cards claim he works for CENTURY 21 A BETTER SERVICE REALTY.

15 11) Defendant RUZICKA & WALLACE, LLP, (hereafter, "RUZICKA & WALLACE")
16 claims to be an LLP, but the California Secretary of State does not show any Corporation,
17 LLC or LP as registered to do business in the State of California. RUZICKA &
18 WALLACE is the attorney firm, doing business in the City of Irvine, County of Orange,
19 State of California, that served the Notice to Vacate, filed the Unlawful Detainer
20 Complaint against PLAINTIFF MATTHEWS and DOES 1 to 20, inclusive (Case #
21 11C00167) in California Superior Court for Los Angeles County, Bellflower Courthouse
22 on January 13, 2011, and upon information and belief to wrongfully induce renters to
23 leave, and to secure and then sell the BELLFLOWER PROPERTY.. Upon
24 information and belief, RUZICKA & WALLACE, LLP have a pattern and practice of
25 evicting without a Writ of Possession through their agents SANCHEZ and SARINANA
26 and their DBAs.

27 12) Defendant ATTORNEY RICHARD SONTAG is an Attorney for RUZICKA &
28 WALLACE, LLP that handles many issues involving the Unlawful Detainer case and

1 eviction. Around March 23 and 24, 2011, on 2 separate occasions, both Defendant
2 ATTORNEY RICHARD SONTAG and a secretary Astrid called PLAINTIFF KRAGE
3 and tried to convince him on the phone that the bank had full possession because of the
4 Trustee's Deed Upon Sale. The phone call from Richard Sontag was from (949) 748-
5 3600 on 3/23/2011 at 3:34 pm., the other call from Astrid was March 25, 2011 about
6 2:45pm

7 13) Upon information and belief, SANCHEZ and SARINANA are agents of Attorney firm
8 RUZICKA & WALLACE, LLP, which is attorney for BANK OF AMERICA,
9 NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK
10 NATIONAL ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR
11 STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES,
12 SERIES 2005-HE9.

13 14) BEAR STEARNS ASSET BACKED SECURITIES I LLC, ASSET-BACKED
14 CERTIFICATES, SERIES 2005-HE9 (hereafter, "BEAR STEARNS TRUST") is a
15 Securitization Trust under the laws of the State of New York (according to the Pooling and
16 Servicing Agreement section 11.03) that funded the loan, which pretender-lender
17 RESMAE fraudulently misrepresented as a simple loan funded by RESMAE. Pretender-
18 Lender RESMAE did not disclose that funding was actually by BEAR STEARNS TRUST
19 and that RESMAE was not the actual lender.

20 15) Defendant BANK OF AMERICA, NATIONAL ASSOCIATION (hereafter, "BOFA,
21 TRUSTEE") is SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL
22 ASSOCIATION, AS TRUSTEE FOR CERTIFICATEHOLDERS OF BEAR STEARNS
23 ASSET BACKED SECURITIES I LLC, ASSET-BACKED CERTIFICATES, SERIES
24 2005-HE9. LASALLE BANK NATIONAL ASSOCIATION was the original Trustee for
25 the BEAR STEARNS TRUST, according to the Pooling and Servicing Agreement dated as
26 of September 1, 2005.

27 16) Defendant BRIDGFIELD MORTGAGE CORPORATION formerly known as RESMAE
28 MORTGAGE CORPORATION (hereafter, "RESMAE"), under the name RESMAE

1 MORTGAGE CORPORATION, acted as Pretender-Lender to capture what appears to be
2 PLAINTIFF MATTHEWS' signature on what was alleged to be a Note, Deed of Trust,
3 and other documents. BRIDGFIELD MORTGAGE CORPORATION is a former
4 subsidiary of ResMAE Financial Corporation. BRIDGFIELD MORTGAGE
5 CORPORATION is a Delaware Corporation qualified to do business in California.
6 RESMAE MORTGAGE CORPORATION claims to have been a Delaware Corporation
7 qualified to do business in California in 2005. Upon information and belief, RESMAE
8 was not a member of MERS when MERS as Nominee for RESMAE recorded an
9 Assignment of Trust Deed on November 6, 2009. MERS is not allowed to act for non-
10 members.

11 17) Defendant LENDER PROCESSING SERVICES INC is a Delaware Corporation, based in
12 Jacksonville, Florida, that had its employee Greg Allen sign as Vice President of Mortgage
13 Electronic Registration Systems (hereafter, "MERS") as Nominee for RESMAE to assign
14 the Deed of Trust to BOFA TRUSTEE. Greg Allen is a notorious Robo-Signer, and the
15 problems with his robo signing is one of the reasons that Bank of America suspended all
16 foreclosures for a while starting October 18, 2010.

17 18) Defendant CAL-WESTERN RECONVEYANCE CORPORATION (hereafter, "CAL-
18 WESTERN"), an active California Corporation, was the foreclosure trustee. Upon
19 information and belief, Cal-Western knowingly had employees sign documents with false
20 allegations.

21 19) Defendant Sheriff's Deputy Hernandez #512430 (hereafter, "DEPUTY HERNANDEZ")
22 was dispatched twice, on March 24, 2011 Tag#517, and on March 25, 2011 Tag#366, but
23 failed to uphold the law regarding Possession by failing to stop SANCHEZ from changing
24 the locks in her presence while Plaintiffs protested, Plaintiffs showed her an original of a
25 Certified Copy of the Registry of Actions for the Unlawful Detainer to prove that no Writ
26 of Possession was issued, and SANCHEZ only countered with a Trustee's Deed Upon
27 Sale. Hernandez allowed Sanchez to continue to change the locks, despite proof he had
28 no Possessory right. Hernandez allowed SANCHEZ to TRESPASS

1 20) Defendant Sheriff's Sergeant Brian Bishop (hereafter, "SERGEANT BISHOP") was
2 dispatched twice, on March 25, 2011 Tag#LKD11084-0366, but failed to uphold the law
3 regarding Possession by failing to stop SANCHEZ from entering the property in his
4 presence while Plaintiffs protested, Plaintiffs showed him an original of a Certified Copy
5 of the Registry of Actions for the Unlawful Detainer to prove that no Writ of Possession
6 was issued, and SANCHEZ only countered with a Trustee's Deed Upon Sale. Bishop
7 allowed Sanchez to continue to enter the property over Plaintiffs' protests, despite proof he
8 had no Possessory right. Bishop allowed SANCHEZ to TRESPASS.

9 21) Both Deputy Hernandez and Sergeant Brian Bishop are employed by the Los Angeles
10 County Sheriff's Department (hereafter "SHERIFFS DEPT"), which appears to have no
11 guidelines to stop Trespassing by someone with a Trustee's Deed Upon Sale but no Writ of
12 Possession, and is liable for its Deputies failure to enforce laws against Trespassing.

13 VENUE

14 22) **Venue** is properly before this Court. Most of the events, circumstances, damages and
15 denial of rights described herein took place in Los Angeles County.

16 23) Upon information and belief Defendants SANCHEZ, SARINANA, EST FIN SERVICES
17 and CENTURY 21 A BETTER SERVICE REALTY are all based in Downey, California,
18 which is in Los Angeles County.

19 **24) The property in question, 9735 Harvard Ave., Bellflower, Calif. 90706, (hereafter,**
20 **"BELLFLOWER PROPERTY") involving the Instruments requested to be cancelled for**
21 **cause, is located in Los Angeles County.**

22 25) There exists a certain written instrument that purports to be a promissory note. A copy of
23 the note is attached to this complaint as Exhibit 1.

24 26) There exists a certain written instrument that purports to be a Deed of Trust related to the
25 promissory note. A copy of the Deed of Trust is attached to this complaint as Exhibit 2 and
26 incorporated by reference.
27
28

1 27) Both the Note and the Deed of Trust are:

2 a) **rescindable** for misrepresentation and fraud, including but not limited to: lack of
3 disclosure of the actual nature of the transaction, consent was given without knowing about
4 Defendants' misrepresentation, concealment, and fraud in the inducement, etc.

5 b) **voidable** for unilateral mistake, misrepresentation of a material fact, fraud in the
6 inducement, concealment, duress (not knowing character of the transaction), undue
7 influence, with unconscionable results: specifically, and for Breach of Fiduciary Duty,
8 Negligence, and for other reasons, as specified below.

9 **SUMMARY OF FACTS AND EVENTS**

10 28) RESMAE MORTGAGE CORPORATION ("RESMAE", hereafter) fraudulently
11 misrepresented to PLAINTIFF MATTHEWS that RESMAE would fund a loan to
12 PLAINTIFF MATTHEWS.,

13 29) RESMAE further fraudulently represented to PLAINTIFF MATTHEWS that RESMAE
14 was the lender and that the Note was a normal Note, when in fact BEAR STEARNS
15 ASSET BACKED SECURITIES I LLC, Depositor, and EMC MORTGAGE
16 CORPORATION, Seller, funded the alleged "Loan" to directly purchase the Note for
17 BEAR STEARNS ASSET BACKED SECURITIES I TRUST 2005-HE9 ASSET-
18 BACKED CERTIFICATES, SERIES 2005-HE9 (hereafter, "BEAR STEARNS TRUST"),
19 which rendered the Note a Security to be traded on Wall Street.

20 30) RESMAE fraudulently represented in the Note and Deed of Trust that RESMAE
21 MORTGAGE CORPORATION was a Delaware Corporation, when in fact the Delaware
22 Division of Corporations states that no such Corporation exists or existed. Only a
23 RESMAE MORTGAGE, LLC exists on record.

24 31) If PLAINTIFF MATTHEWS had been told that the Note he was signing would be a
25 Security instead of a normal Loan, PLAINTIFF MATTHEWS would have questioned the
26 transaction further, and may not have chosen to sign.

27 32) The POOLING AND SERVICING AGREEMENT for the BEAR STEARNS TRUST
28 Dated as of September 1, 2005 had a Closing Date of September 30, 2005, by which all

1 paperwork had to be submitted, so as to not violate New York law governing Pooling and
2 Servicing Agreements, and so as to not invalidate the BEAR STEARNS TRUST's tax-free
3 status as a REMIC.

4 33) Although the Loan was entered into the BEAR STEARNS TRUST by September 30,
5 2005, no Assignment of Trust Deed was prepared or recorded by September 30, 2005,
6 which separated the Note from the Deed of Trust, rendering the Deed of Trust invalid as a
7 Security, which would force the BEAR STEARNS TRUST to initiate Judicial Foreclosure
8 instead of Non-Judicial Foreclosure.

9 34) On March 6, 2006, a Substitution of Trustee was recorded (recorder #06-0477968) signed
10 by Yvonne J. Wheeler, claiming to be Assistant Secretary of MERS, whereas on a later
11 Trustee's Deed Upon Sale, Yvonne J. Wheeler signed as Assistant Secretary of Cal-
12 Western, the firm that actually pays her salary. Upon information and belief, Yvonne J.
13 Wheeler's salary was never paid by MERS, and the Substitution can be alleged to be
14 Robo-Signed, and a possible forgery.

15 35) The "Loan" was supposed to pay off a previous loan by Quick Loan Funding, but on
16 February 23, 2007, CAL-WESTERN RECONVEYANCE CORPORATION filed a Notice
17 of Default (recorder # 07-0394713) for MERS as Beneficiary for the previously paid-off
18 Deed of Trust to Quick Loan Funding..

19 36) On October 25, 2007, Quality Loan Service filed a Notice of Default (recorder #07-
20 2418710) for EMC Mortgage Corp for a previously paid-off Loan by Quick Loan Funding.

21 37) The Deed of Trust to Quick Loan Funding was not properly reconveyed until April 30,
22 2008, recorder # 08-0759946.

23 38) On August 3, 2009, Quality Loan Service filed a Notice of Default (recorder # 08-
24 1010883) for a different Deed of Trust to Quick Loan Funding, but named Aurora as
25 Beneficiary.

26 39) No Assignment of Trust Deed to the Trust was recorded until November 6, 2009, well after
27 the Closing Date of September 30, 2005 required by the Pooling and Servicing Agreement,
28 which delay violates New York state law governing Pooling and Servicing Agreements for

1 New York Securitization Trusts and which delay would violate the tax-free REMIC status
2 of the BEAR STEARNS TRUST.

3 40) The alleged Assignment is voidable, because it was signed by Greg Allen, as Vice
4 President of Mortgage Electronic Registration Systems (hereafter, "MERS") as Nominee
5 for RESMAE. Greg Allen is a notorious Robo-Signer and was an employee of Lender
6 Processing Services.

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

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

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

26 44) On December 13, 2010, TRUSTEE BOFA had CAL-WESTERN RECONVEYANCE
27 CORPORATION conduct a Non-Judicial Trustee's Sale, where TRUSTEE BOFA
28

1 purchased the property from itself by using PLAINTIFF MATTHEWS' own Note as
2 collateral.

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

9 46) At the December 13, 2010 foreclosure sale, the Trustee's Deed Upon Sale states that
10 TRUSTEE BOFA paid only \$199,799.50, when \$434,371.30 was owed and the value
11 should be close to \$300,000 for this 2-Bedroom home.

12 47) TRUSTEE BOFA had the lawfirm RUZICKA & WALLACE, LLP post and mail
13 (12/29/2010) a Notice To Vacate with 3 days Notice to the owner, and 90 days notice to
14 the tenant, but without the required 60 day notice under California law. The Notice To
15 Vacate was fatally defective.

16 48) On January 13, 2011, RUZICKA & WALLACE, LLP filed an Unlawful Detainer
17 Complaint against PLAINTIFF MATTHEWS and DOES 1 to 20, inclusive (Case #
18 11C00167) in California Superior Court for Los Angeles County, Bellflower Courthouse.

19 49) Ronald Garner was the renter of the house at 9735 Harvard Ave Bellflower, CA 90706
20 (hereafter, "BELLFLOWER PROPERTY") at the time.

21 50) Although all previous notices had been mailed to PLAINTIFF MATTHEWS at his home
22 address at 15029 Domart Ave Norwalk, CA 90650, no notice of Unlawful Detainer was
23 mailed to that address. The Unlawful Detainer Summons and Complaint were served on
24 Ronald Garner, and the only mailing was to Douglas Matthews 9735 Harvard Ave,
25 Bellflower, CA 90706. Ronald Garner failed to tell PLAINTIFF MATTHEWS about the
26 Unlawful Detainer, and Ronald Garner failed to give a copy of the Summons and
27 Complaint to PLAINTIFF MATTHEWS, even though Matthews was named in the
28 complaint.

- 1 51) Ronald Garner had told PLAINTIFF MATTHEWS that he would be moving, but did not
2 say when.
- 3 52) Plaintiff James Krage (Hereafter, "PLAINTIFF KRAGE") rents a quarter of the garage,
4 and as tenant had the right to park his Motorhome in the driveway. James Krage had a
5 written Rental Agreement for 5 years with two 5 year extensions.
- 6 53) Ronald Garner called PLAINTIFF KRAGE on March 22, 2011 to ask James Krage to
7 move his Motorhome.
- 8 54) Ronald Garner stated to PLAINTIFF KRAGE that he was moving out.
- 9 55) PLAINTIFF KRAGE called PLAINTIFF MATTHEWS to tell him that Ronald Garner was
10 moving out, which surprised PLAINTIFF MATTHEWS.
- 11 56) PLAINTIFF KRAGE arrived at the BELLFLOWER PROPERTY and was told that the
12 Bank was taking possession, that he had to move his Motorhome, or it would be towed.
13 PLAINTIFF KRAGE asked what bank had possession, and was told Chase Bank.
14 PLAINTIFF KRAGE asked for contact information for the bank, but none was given to
15 him.
- 16 57) PLAINTIFF KRAGE moved his MOTORHOME, a 1987 WINNIBAGO on a Chevrolet
17 chassis with the license plate 2LIF601, across the street to a Ralph's parking lot.
- 18 58) PLAINTIFF KRAGE worked in his MOTORHOME for a while, until he noticed that
19 everything in the garage was being hauled away.
- 20 59) The reason for the rental of one quarter of the garage was to store PLAINTIFF KRAGE's
21 books.
- 22 60) PLAINTIFF KRAGE asked the workers to give him the books in the garage. The workers
23 stated they would not remove the books that were already in the truck, but they did give
24 PLAINTIFF KRAGE about 13 boxes of books and tapes that had not yet been removed
25 from the garage. All of those boxes contained books and tapes owned by Ron Garner, so
26 PLAINTIFF KRAGE gave those boxes to a mutual friend, Dennis Whipple, who lived
27 close by. The boxes were wet, and PLAINTIFF KRAGE didn't want to hold wet boxes
28 in his MOTORHOME, and PLAINTIFF's car had broken down previously.

- 1 61) PLAINTIFF KRAGE later saw Real Estate Agent Nelson Herman Sanchez (hereafter ,
2 “Sanchez”) enter the property, so PLAINTIFF KRAGE asked him for his card and phone
3 number. Sanchez stated that he worked for Century 21 A Better Service Realty in
4 Downey, at 8077 Florence Ave.
- 5 62) On the same day, March 22, 2011, PLAINTIFF KRAGE then went to the Bellflower
6 Courthouse, and bought a copy of the Complaint in Unlawful Detainer, and the Registry of
7 Actions.
- 8 63) The Registry of Actions showed that no Defaults had been filed and no Writ of Possession
9 was ever issued.
- 10 64) It then appeared that Defendants were evicting the owner and a tenant without a Writ of
11 Possession, so they did not have possession.
- 12 65) PLAINTIFF KRAGE gave a copy of the Unlawful Detainer Complaint to PLAINTIFF
13 MATTHEWS.
- 14 66) PLAINTIFF KRAGE filed a Prejudgment Claim of Right to Possession on March 23,
15 2011.
- 16 67) PLAINTIFF MATTHEWS filed a Demurrer about an hour after KRAGE.
- 17 68) PLAINTIFF MATTHEWS changed the locks on the property on March 24, 2011, as he
18 has always done after a tenant moves. Ron Garner never returned the keys to him.
- 19 69) PLAINTIFF MATTHEWS told PLAINTIFF KRAGE that he had changed the locks.
- 20 70) PLAINTIFF KRAGE wanted to make sure that Sanchez got his Lock Box back, so
21 PLAINTIFF KRAGE got a friend to give him a ride to the BELLFLOWER PROPERTY,
22 checked the changed locks, and asked PLAINTIFF MATTHEWS where he put the lock
23 box. PLAINTIFF MATTHEWS showed PLAINTIFF KRAGE where he put it, inside a
24 shut driveway gate, where the broker could get it, but nobody else would go.
- 25 71) PLAINTIFF KRAGE personally bought a certified copy of the Register of Actions at the
26 Bellflower Superior Court, and still saw that no Writ of Possession was issued, no Defaults
27 were filed, and no trial had yet occurred.
- 28

- 1 72) PLAINTIFF KRAGE then left messages on Sanchez's phone to call back, so he could tell
2 him where the lock-box was.
- 3 73) SANCHEZ finally called back about 9:20 in the evening, and got upset when I told him.
- 4 74) Apparently, SANCHEZ drove to the property and broke in, then called the Sheriff.
- 5 75) SANCHEZ called me at about 10:30pm to tell me to come to the property.
- 6 76) SANCHEZ apparently had jimmed opened the locked front door, then called the sheriff.
- 7 77) The first Sheriff's visit was on 3/24/2011 Tag #715 by Deputy Hernandez.
- 8 78) At each Sheriff visit, SANCHEZ misrepresented to the Sheriff and to the Plaintiffs that the
9 Trustee's Deed Upon Sale gave them full possession - that they didn't need a Writ of
10 Possession to gain possession from the owner.
- 11 79) The second Sheriff's visit was on 3/25/2011 Tag #366 by Deputy Hernandez, who allowed
12 SANCHEZ to change the locks despite PLAINTIFFS' protests.
- 13 80) Later, after PLAINTIFF MATTHEWS spoke to Watch Sergeant Suarez, Suarez dispatched
14 a supervisor. On 3/25/2011 Tag#LKD11084-0366, Sergeant Brian Bishop met
15 PLAINTIFF MATTHEWS, PLAINTIFF KRAGE, and defendant SANCHEZ at the
16 BELLFLOWER PROPERTY, and stated that it was a Civil Matter, not Criminal, so the
17 situation had to be settled in court, not by the Sheriff. Defendant SANCHEZ then entered
18 the property over PLAINTIFFs' protests, but Sergeant Bishop repeated he would not
19 interfere in this private matter, that any of the parties could enter the property.
20

21 FIRST CAUSE OF ACTION
22 QUIET TITLE

23 (Against BOFA TRUSTEE, RESMAE, and all persons unknown, claiming any legal or equitable
24 right, title, estate, lien, or interest in the property described in the complaint adverse to plaintiff's
25 title, or any cloud on plaintiff's title thereto, and DOE Defendants, and each of them)
26 Paragraphs 1 through 76 above are repeated and incorporated by reference.

- 27 81) Plaintiff Matthews is the sole owner of title of certain real property commonly named 9735
28 Harvard in the City of Bellflower, County of Los Angeles, State of California, Zip Code
90706 (hereafter, "BELLFLOWER PROPERTY"). The Legal Description is "**Lots 39
and 40 of Block 17 of Tract 304, in the City of Bellflower, County of Los Angeles,**

1 **State of California, as per Map recorded in Book 22, Page 124, of Maps, in the Office**
2 **of the County Recorder of said County”.**

3 82) Plaintiff Matthews is sole owner of said property and is real party in interest.

4 83) The defendants herein named as “all persons unknown, claiming any legal or equitable
5 right, title, estate, lien, or interest in the property described in the complaint adverse to
6 plaintiff's title, or any cloud on plaintiff's title thereto" (hereinafter sometimes referred to as
7 “the unknown defendants") are unknown to Plaintiff.

8 84) The “unknown defendants” also include but are not limited to: (1) any holder(s) in due
9 course of the Note and the Trust Deed in question; (2) any agent(s), assignee(s) or
10 successor(s) of any holder(s) in due course of the Note and the Trust Deed in question; (3)
11 any purported bidder(s), including the purported winning bidder(s) at any purported
12 Foreclosure Sale of the real property in question.

13 85) Defendants, and each of them, had a duty to obey all relevant Federal and California laws
14 at all times during the entire course of the mortgage transaction and during any purported
15 Foreclosure. Defendants, and each of them, knew or should have known of this continuing
16 duty to obey all relevant Federal and California laws because Defendants, and each of
17 them, frequently make, process, service, and deal with mortgages, Deeds of Trust and
18 Foreclosures.

19 86) Defendants RESMAE, BROOKFIELD, BOFA TRUSTEE and the “unknown defendants”
20 and DOE Defendants, and each of them, claim some right, title, estate, lien, or interest in
21 the hereinafter-described property adverse to Plaintiff Matthews's title; and their claims,
22 and each of them, constitute a cloud on Plaintiff's title to that property.

23 87) Plaintiff Matthews is ignorant of the true names, capacities and relationships of all
24 defendants sued herein, including Defendants RESMAE, BROOKFIELD, BOFA
25 TRUSTEE and the “unknown defendants” and DOE Defendants (DOES 1 through 5), and
26 therefore sues these defendants by such fictitious names. Plaintiff will amend this
27 complaint to allege their true names, capacities and relationships when these become
28 known. Plaintiff alleges upon information and belief that each of these fictitiously named

1 defendants claim some right, title, estate, lien, or interest in the hereinafter-described
2 property adverse to Plaintiff's title and their claims, and each of them, constitute a cloud on
3 Plaintiff's title to that property.

4 88) Some of the unknown defendants, including but not limited to those additionally
5 designated as DOES 1 through 5, claim interests in the property adverse to Plaintiff's as
6 assignees and successors of defendant RESMAE.

7 **89)** On April 22, 2005, Plaintiff Matthews signed a Note (**Exhibit 1**) and a Trust Deed
8 (**Exhibit 2**) in exchange for what Matthews had been led to believe would be \$276,500
9 that would be placed into an Escrow Account by Defendant RESMAE.

10 90) Plaintiff Matthews, on information and belief, alleges that Defendants claim an interest
11 adverse to plaintiff in the above-described property as the holder of a Trust Deed (**Exhibit**
12 **2), which is voidable for Fraud.** The Trust Deed was recorded on or about April 27,
13 2005 at or about Recorder's Instrument No. 05-0981521.

14 91) Plaintiff is seeking to quiet title against the claims of defendants as follows: a Trust Deed
15 from Douglas-Milton: Matthews granting the above-described property to RESMAE, dated
16 April 22, 2005, and recorded in the Official Records of the County of Los Angeles, on or
17 about April 27, 2005 at or about Recorder's Instrument No. 05-0981521. The claims of all
18 defendants, including the "unknown defendants" and DOE defendants are without any
19 right whatever and such defendants have no right, title, estate, lien, or interest whatever in
20 the above-described property or any part thereof if rescission is granted in this Case.

21 92) Plaintiff seeks to quiet title as of March 28, 2011.

22 93) Plaintiff Matthews was harmed, damaged and denied his legal rights by Defendants'
23 actions, including but not limited to: (1) recording a Notice of Default; (2) recording a
24 Notice of Sale; (3) advertising a Foreclosure Sale; (4) taking any action whatsoever to
25 conduct, attempt to conduct, participate in or bid at a Foreclosure Sale; (5) taking any other
26 action related to the acts described in this cause of action.

27 94) Defendants, and each of them, including the "unknown defendants", and including DOE
28 Defendants, acted negligently, recklessly, maliciously, oppressively, and with deliberate

1 indifference to the possibility that Plaintiff Matthews might be harmed, damaged or denied
2 his legal rights.

3 95) Plaintiff Matthews demands that the Note and the Deed of Trust at issue in this action be
4 rescinded and/or cancelled. Plaintiff demands that title to the property in question shall be
5 quieted against the claims of all defendants, and each of them. PlaintiffS demand
6 compensatory damages, statutory damages, general damages, punitive damages, and such
7 other relief as is just.

8
9
10 SECOND CAUSE OF ACTION
11 FRAUDULENT MISREPRESENTATION
12 (Against all Defendants)

13 Paragraphs 1 through 76 above are repeated and incorporated by reference.

14 96) On April 22, 2005, Plaintiff Matthews signed a Promissory Note for \$267,500 (Exhibit 1),
15 a Deed of Trust (Exhibit 2), and other Documents in exchange for what Matthews had been
16 led to believe would be \$267,500 that would be placed into an Escrow Account The other
17 documents included documents describing Broker fees, Escrow fees and other fees.

18 97) The property in question, 9735 Harvard Ave Bellflower, CA 90706 is Plaintiff Matthews'
19 investment property.

20 98) Defendant RESMAE was the Pretender Lender in the mortgage transaction that
21 fraudulently misrepresented that is was the Lender to acquire PLAINTIFF MATTHEWS'
22 signature on the documents and to acquire a Deed of Trust for a Security that could not
23 otherwise acquire a Deed of Trust.

24 99) Defendant BOFA TRUSTEE was Trustee for the BEAR STEARNS TRUST that funded
25 the transaction, but instructed RESMAE not to tell PLAINTIFF MATTHEWS the true
26 nature of the transaction.

27 100) Defendant SANCHEZ, as agent for SANIMANA, EST FIN SERVICES,
28 CENTURY 21 A BETTER SERVICE REALTY, ZUNICKA & WALLACE and BOFA
TRUSTEE misrepresented to the Sheriff three times that the Bank had full possession with
only a Trustee's Deed Upon Sale, without a Writ of Possession.

1 101) Attorney Richard Sontag and a secretary of RUZICKA & WALLACE LLP both
2 misrepresented to PLAINTIFF KRAGE on the phone at different times that the Bank had
3 full possession because of the Trustee's Deed Upon Sale, despite lack of a Writ of
4 Possession.

5 102) Defendants, and each of them, had a duty to obey all relevant Federal and
6 California laws at all times during the entire course of the mortgage transaction.
7 Defendants, and each of them, knew or should have known of this continuing duty to obey
8 all relevant Federal and California laws because Defendants, and each of them, frequently
9 make, process, service, and deal with mortgages and Deeds of Trust.

10 103) Plaintiff Matthews was harmed, damaged and denied his legal rights by
11 misrepresentation and fraud by Defendants . SANCHEZ, ATTORNEY RICHARD
12 SONTAG, RESMAE, BOFA TRUSTEE, CAL-WESTERN, and Lender Processing
13 Services.

14 104) PLAINTIFF KRAGE was harmed, damaged and denied his legal rights by
15 misrepresentation and fraud by Defendants SANCHEZ and ATTORNEY RICHARD
16 SONTAG.

17 105) Defendants, and each of them, including DOE Defendants, acted negligently,
18 recklessly, maliciously, oppressively, and with deliberate indifference to the possibility
19 that Plaintiffs might be harmed, damaged, or denied his legal rights.

20
21 **THIRD CAUSE OF ACTION**
22 **INJUNCTIVE RELIEF**
23 (Against Defendants SANCHEZ, SANIMANA, EST FIN SERVICES, CENTURY 21 A BETTER
24 SERVICE REALTY, RUZICKA & WALLACE LLP, BOFA TRUSTEE)
25 Paragraphs 1 through 76 above are repeated and incorporated by reference.

26 106) Defendant SANCHEZ was and is a real estate salesperson under Brokers
27 SARINANA, EST FIN SERVICES INC, and CENTURY 21 A BETTER SERVICES
28 REALTY. SANCHEZ directed the locksmith to trespass to change locks and
misrepresented to Sheriffs and PLAINTIFFS that the Trustee's Deed Upon Sale gave the

1 Bank he represented full Possession, without a Writ of Possession during all times relevant
2 to this cause of action.

3 107) Defendants, and each of them, had a duty to obey all relevant Federal and
4 California laws at all times during the entire course of the mortgage transaction.
5 Defendants, and each of them, knew or should have known of this continuing duty to obey
6 all relevant Federal and California laws because Defendants, and each of them, frequently
7 make, process, service, and deal with mortgages and Deeds of Trust.

8 108) Plaintiff Matthews was harmed, damaged and denied his legal rights by
9 misrepresentation and fraud by Defendants.

10 109) PLAINTIFF KRAGE was harmed, damaged and denied his legal rights by
11 misrepresentation and fraud by Defendants.

12 110) Defendants, and each of them, including DOE Defendants, acted negligently,
13 recklessly, maliciously, oppressively, and with deliberate indifference to the possibility
14 that Plaintiffs might be harmed, damaged, or denied their legal rights.

15 111) Plaintiffs demand compensatory damages, statutory damages, general damages,
16 punitive damages, and such other relief as is just.

17 112) In addition, Plaintiffs request Injunctive Relief to stop them from further efforts to
18 forcibly detain the Property.

19
20 **FOURTH CAUSE OF ACTION**
21 **IMPROPER FORECLOSURE PROCEDURE**
22 **(Against Defendants BOFA TRUSTEE, CAL-WESTERN)**

23 Paragraphs 1 through 76 above are repeated and incorporated by reference.

24 113) All claims and defenses Plaintiffs have against any of the Defendants are asserted
25 against any of their successors, assignees, or persons claiming by, through, or under them.

26 114) PLAINTIFF MATTHEWS is an individual and a credit consumer who signed
27 papers for what he had been led to believe was a loan of \$267,500 on his property.

28 115) Defendant RESMAE was listed on the mortgage loan papers as being the Lender in
that financial transaction.

1 116) The POOLING AND SERVICING AGREEMENT for the BEAR STEARNS
2 TRUST Dated as of September 1, 2005 had a Closing Date of September 30, 2005, by
3 which all paperwork had to be submitted, so as to not violate New York law governing
4 Pooling and Servicing Agreements, and so as to not invalidate the BEAR STEARNS
5 TRUST's tax-free status as a REMIC.

6 117) Although the Loan was entered into the BEAR STEARNS TRUST by September
7 30, 2005, no Assignment of Trust Deed was prepared or recorded by September 30, 2005,
8 which separated the Note from the Deed of Trust, rendering the Deed of Trust invalid as a
9 Security, which would force the BEAR STEARNS TRUST to initiate Judicial Foreclosure
10 instead of Non-Judicial Foreclosure.

11 118) On March 6, 2006, a Substitution of Trustee was recorded (recorder #06-0477968)
12 signed by Yvonne J. Wheeler, claiming to be Assistant Secretary of MERS, whereas on a
13 later Trustee's Deed Upon Sale, Yvonne J. Wheeler signed as Assistant Secretary of Cal-
14 Western, the firm that actually pays her salary. Upon information and belief, Yvonne J.
15 Wheeler's salary was never paid by MERS, and the Substitution can be alleged to be
16 Robo-Signed, and a possible forgery.

17 119) The "Loan" was supposed to pay off a previous loan by Quick Loan Funding, but
18 on February 23, 2007, CAL-WESTERN RECONVEYANCE CORPORATION filed a
19 Notice of Default (recorder # 07-0394713) for MERS as Beneficiary for the previously
20 paid-off Deed of Trust to Quick Loan Funding..

21 120) On October 25, 2007, Quality Loan Service filed a Notice of Default (recorder #07-
22 2418710) for EMC Mortgage Corp for a previously paid-off Loan by Quick Loan Funding.

23 121) The Deed of Trust to Quick Loan Funding was not properly reconveyed until April
24 30, 2008, recorder # 08-0759946.

25 122) On August 3, 2009, Quality Loan Service filed a Notice of Default (recorder # 08-
26 1010883) for a different Deed of Trust to Quick Loan Funding, but named Aurora as
27 Beneficiary.

28

1 123) No Assignment of Trust Deed to the Trust was recorded until November 6, 2009,
2 well after the Closing Date of September 30, 2005 required by the Pooling and Servicing
3 Agreement, which delay violates New York state law governing Pooling and Servicing
4 Agreements for New York Securitization Trusts and which delay would violate the tax-free
5 REMIC status of the BEAR STEARNS TRUST.

6 124) The alleged Assignment is voidable, because it was signed by Greg Allen, as Vice
7 President of Mortgage Electronic Registration Systems (hereafter, "MERS") as Nominee
8 for RESMAE. Greg Allen is a notorious Robo-Signer and was an employee of Lender
9 Processing Services.

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

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

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

128) On December 13, 2010, TRUSTEE BOFA had CAL-WESTERN RECONVEYANCE CORPORATION conduct a Non-Judicial Trustee's Sale, where TRUSTEE BOFA purchased the property from itself by using PLAINTIFF MATTHEWS' own Note as collateral.

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

130) At the December 13, 2010 foreclosure sale, the Trustee's Deed Upon Sale states that TRUSTEE BOFA paid only \$199,799.50, when \$434,371.30 was owed and the value should be close to \$300,000 for this 2-Bedroom home.

131) Because of apparently forged robo-signed documents, including the Assignment and Substitution of Trustee, and blatant date errors on the face of the Trustee's Deed Upon Sale, the Assignment, Substitution and Trustee's Deed Upon Sale should be voided and Plaintiff ask that the purported foreclosure sale be set aside, and also ask for such other relief as is just.

FIFTH CAUSE OF ACTION
IMPROPER EVICTION PROCEDURE
(Against Defendants SANCHEZ, SANIMANA, EST FIN SERVICES, CENTURY 21 A BETTER SERVICE REALTY, RUZICKA & WALLACE LLP, BOFA TRUSTEE)
Paragraphs 1 through 76 above are repeated and incorporated by reference.

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132) Defendant SANCHEZ was and is a real estate salesperson under Defendant Brokers SARINANA, EST FIN SERVICES INC, and CENTURY 21 A BETTER SERVICES REALTY.

133) SANCHEZ directed the locksmith to trespass to change locks and misrepresented to Sheriffs and PLAINTIFFS that the Trustee's Deed Upon Sale gave the Bank he represented full Possession, without a Writ of Possession during all times relevant to this cause of action.

134) Defendant ATTORNEY RICHARD SONTAG is an Attorney for RUZICKA & WALLACE, LLP that handles many issues involving the Unlawful Detainer case and eviction. Around March 23 and 24, 2011, on 2 separate occasions, both Defendant ATTORNEY RICHARD SONTAG and a secretary Astrid called PLAINTIFF KRAGE and tried to convince him on the phone that the bank had full possession because of the Trustee's Deed Upon Sale. The phone call from Richard Sontag was from (949) 748-3600 on 3/23/2011 at 3:34 pm., the other call from Astrid was March 25, 2011 about 2:45pm.

135) .California Foreclosure Law does not give Possession to the Buyer of a Property until, after recording a Trustee's Deed Upon Sale, the buyer also acquires a Writ of Possession in an Unlawful Detainer action against the owner and tenants.

136) Real Estate Salesperson SANCHEZ, broker SARIMANA and his companies, Attorney RICHARD SONTAG, and RUZICKA & WALLACE LLP, attorneys for BOFA TRUSTEE all appear to be using Adverse Possession to perpetrate Forcible Detainer on unsuspecting Homeowners. Upon information and belief, there may be a pattern and practice by these Defendants in conspiracy to defraud homeowners.

137) Defendants, and each of them, had a duty to obey all relevant Federal and California laws at all times during the entire course of the mortgage transaction. Defendants, and each of them, knew or should have known of this continuing duty to obey all relevant Federal and California laws because Defendants, and each of them, frequently make, process, service, and deal with mortgages and Deeds of Trust.

1 138) Plaintiff Matthews was harmed, damaged and denied his legal rights by
2 misrepresentation and fraud by Defendants.

3 139) PLAINTIFF KRAGE was harmed, damaged and denied his legal rights by
4 misrepresentation and fraud by Defendants.

5 140) Defendants, and each of them, including DOE Defendants, acted negligently,
6 recklessly, maliciously, oppressively, and with deliberate indifference to the possibility
7 that Plaintiffs might be harmed, damaged, or denied their legal rights.

8 141) Plaintiffs demand compensatory damages, statutory damages, general damages,
9 punitive damages, and such other relief as is just.

10
11 SIXTH CAUSE OF ACTION
12 TRESPASS

13 (Against Defendants SANCHEZ, SANIMANA, EST FIN SERVICES, CENTURY 21 A BETTER
14 SERVICE REALTY, RUZICKA & WALLACE LLP, BOFA TRUSTEE)

15 Paragraphs 1 through 76 above are repeated and incorporated by reference.

16 142) Defendant SANCHEZ was and is a real estate salesperson under Brokers
17 SARINANA, EST FIN SERVICES INC, and CENTURY 21 A BETTER SERVICES
18 REALTY. SANCHEZ trespassed and directed the locksmith to trespass to change locks
19 and misrepresented to Sheriffs and PLAINTIFFS that the Trustee's Deed Upon Sale gave
20 the Bank he represented full Possession, without a Writ of Possession during all times
21 relevant to this cause of action.

22 143) Defendants, and each of them, had a duty to obey all relevant Federal and
23 California laws at all times during the entire course of the mortgage transaction.
24 Defendants, and each of them, knew or should have known of this continuing duty to obey
25 all relevant Federal and California laws because Defendants, and each of them, frequently
26 make, process, service, and deal with mortgages and Deeds of Trust.

27 144) Plaintiff Matthews was harmed, damaged and denied his legal rights by
28 misrepresentation and fraud by Defendants.

145) PLAINTIFF KRAGE was harmed, damaged and denied his legal rights by
misrepresentation and fraud by Defendants.

1 146) Defendants, and each of them, including DOE Defendants, acted negligently,
2 recklessly, maliciously, oppressively, and with deliberate indifference to the possibility
3 that Plaintiffs might be harmed, damaged, or denied their legal rights.

4 147) Plaintiffs demand compensatory damages, statutory damages, general damages,
5 punitive damages, injunctive relief and such other relief as is just.

6
7 SEVENTH CAUSE OF ACTION
FAILURE TO ENFORCE THE LAW

8 (Against SHERIFFS DEPT, DEPUTY HERNANDEZ and SERGEANT BISHOP)

9 Paragraphs 1 through 76 above are repeated and incorporated by reference.

10 148) Both Defendant SANCHEZ and PLAINTIFF MATTHEWS called the Los Angeles
11 County Sheriff's Department multiple times.

12 149) Defendant SANCHEZ was attempting Adverse Possession to gain Forcible
13 Detainer of the Property illegally without a Writ of Possession, and before an Unlawful
14 Detainer action had even gone to Trial.

15 150) Sheriff's Deputies refused to help PLAINTIFFS stop Defendant SANCHEZ's
16 illegal actions in front of them, as he even changed locks without a Writ of Possession in
17 their presence.

18 151) Defendant Sheriff's Deputy Hernandez #512430 (hereafter, "DEPUTY
19 HERNANDEZ") was dispatched twice, on March 24, 2011 Tag#517, and on March 25,
20 2011 Tag#366, but failed to uphold the law regarding Possession by failing to stop
21 SANCHEZ from changing the locks in her presence while Plaintiffs protested, Plaintiffs
22 showed her an original of a Certified Copy of the Registry of Actions for the Unlawful
23 Detainer to prove that no Writ of Possession was issued, and SANCHEZ only countered
24 with a Trustee's Deed Upon Sale. Hernandez allowed Sanchez to continue to change the
25 locks, despite proof he had no Possessory right. Hernandez allowed SANCHEZ to
26 TRESPASS

27 152) Defendant Sheriff's Sergeant Brian Bishop (hereafter, "SERGEANT BISHOP")
28 was dispatched twice, on March 25, 2011 Tag#LKD11084-0366, but failed to uphold the

1 law regarding Possession by failing to stop SANCHEZ from entering the property in his
2 presence while Plaintiffs protested, Plaintiffs showed him an original of a Certified Copy
3 of the Registry of Actions for the Unlawful Detainer to prove that no Writ of Possession
4 was issued, and SANCHEZ only countered with a Trustee's Deed Upon Sale. Bishop
5 allowed Sanchez to continue to enter the property over Plaintiffs' protests, despite proof he
6 had no Possessory right. Bishop allowed SANCHEZ to TRESPASS.

7 153) Both Deputy Hernandez and Sergeant Brian Bishop are employed by the Los
8 Angeles County Sheriff's Department (hereafter "SHERIFFS DEPT"), which appears to
9 have no guidelines to stop Trespassing by someone with a Trustee's Deed Upon Sale but
10 no Writ of Possession, and is liable for its Deputies failure to enforce laws against
11 Trespassing.

12 154) Defendants HERNANDEZ, BISHOP and the SHERIFF'S DEPARTMENT, and
13 each of them, had a duty to not only obey but also enforce all relevant Federal and
14 California laws at all times during the entire course of the mortgage transaction.
15 Defendants, and each of them, knew or should have known of this continuing duty to obey
16 and enforce all relevant Federal and California laws.

17 155) Plaintiff Matthews was harmed, damaged and denied his legal rights by failure to
18 enforce laws designed to protect his rights by Defendants.

19 156) PLAINTIFF KRAGE was harmed, damaged and denied his legal rights by failure
20 to enforce laws designed to protect his rights.

21 157) Defendants, and each of them, including DOE Defendants, acted negligently,
22 recklessly, maliciously, oppressively, and with deliberate indifference to the possibility
23 that Plaintiffs might be harmed, damaged, or denied their legal rights.

24 158) Plaintiffs demand compensatory damages, statutory damages, general damages,
25 punitive damages, and such other relief as is just.

26 159) Plaintiff demand that the Court compel the Sheriff's Department to implement
27 procedures and training to train officers to enforce the law against forcible detainer.
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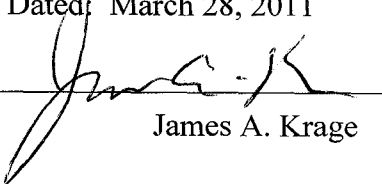
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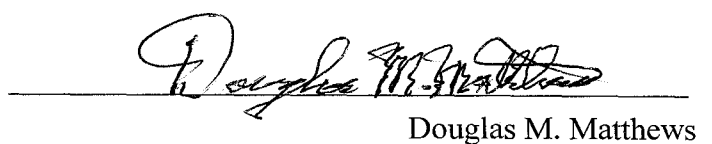
PRAYER FOR RELIEF:

Plaintiffs demand judgment AGAINST Defendants, and each of them, jointly and severally, and further demands:

1. A temporary restraining order, and or a preliminary and permanent injunction enjoining Defendants and his, her, or its agents, employees, officers, attorneys, and representatives from engaging in or performing any of the following acts: (i) taking possession without a Writ of Possession, (ii) offering, or advertising this property for sale and (iii) holding any auction for the same or in the alternative, a declaration that the foreclosure sale was improper.
2. Compensatory, Statutory, General and Punitive Damages against Defendant in an amount subject to proof at the time of trial.
3. Costs of this action, including attorney's fees as they become appropriate and other just relief.
4. For a declaration that Defendants are not the legal owner of the Notes and Deeds of Trust and have no right to foreclose on Plaintiffs' real properties.
5. For such other and further relief as is just

Dated: March 28, 2011

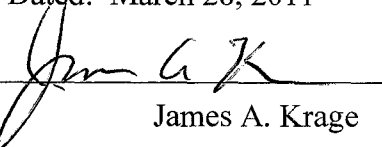

James A. Krage


Douglas M. Matthews

VERIFICATION

We, Douglas M. Matthews and James A. Krage, are the PLAINTIFFS in the above-entitled action. We have read the foregoing complaint and know the contents thereof. The same is true of our own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters, we believe them to be true. We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 28, 2011


James A. Krage


Douglas M. Matthews