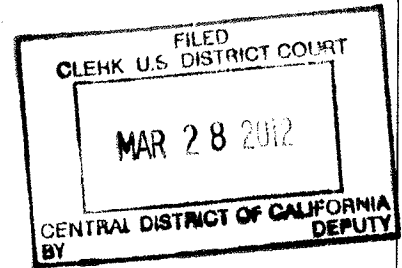


Marina Read
284 Coronado Drive
Goleta, California 93117
Telephone: 805-698-1498

"Private Attorney General"



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

Marina Read,
Plaintiff,

vs.

Denise de Bellefeuille,
Joseph E. Holland,
Gary M. Blair,
Deputy R. Clarke,
Amy E. Starrett,
John C. Saginaw,
Doug V. Pham,
Parnaz Parto,
Robert J. Jackson & Associates, Inc.,
Richard A. Nyznyk,
One West Bank, FSB,
Quality Loan Service Corporation,
Fidelity ASAP,
LPS/ASAP, (aka) Lender Processing
Services, Inc., (aka) Agency Sales and
Posting,
LSI Title Company
Title Court Services, Inc.,
Ryan Reynosa,
Deutsche Bank National Trust
Company, as Trustee,
Peter Scott,
DDS Legal Support,
Timm Delaney,
And DOES 1 Through 10 inclusive,

Case No.: **CV12-02662-JHN** (MARWx)

VERIFIED COMPLAINT

R.I.C.O.

**18 U.S.C. §§ 1961, 1962(a)(b)(c) &
18 U.S.C. § 1964(a)(c)
18 U.S.C. § 241**

**PETITION FOR DECLARATORY
AND INJUNCTIVE RELIEF
28 U.S.C. §§ 1331, 2201 and § 2202**

**Conspiracy To Commit Fraud
Constructive Fraud
Common Law Fraud-Inducement
Common Law Fraud-Concealment
Fraud Upon The Court
Mail Fraud
Extortion**

**Demand for Jury Trial
Request Leave to Amend**

1 **Private Attorney General statutes:**

2 **California Business and Professions Code**

3 ***Section 17204.*** Actions for any relief pursuant to this chapter shall be prosecuted
4 exclusively in a court of competent jurisdiction by the Attorney General or any
5 district attorney or by any county counsel authorized by agreement with the
6 district attorney in actions involving violation of a county ordinance, or any city
7 attorney of a city, or city and county, having a population in excess of 750,000,
8 and, with the consent of the district attorney, by a city prosecutor in any city
9 having a full-time city prosecutor or, with the consent of the district attorney, by
10 a city attorney in any city and county in the name of the people of the State of
11 California upon their own complaint or upon the complaint of any board, officer,
12 person, corporation or association or by any person acting for the interests of
13 **itself, its members or the general public. [bold emphasis added].**

14 Both statutes [RICO and Clayton Act] bring to bear the pressure of
15 “private attorneys general” on a serious national problem for which public
16 prosecutorial resources are deemed inadequate; the mechanism chosen to reach
17 the objective in both the Clayton Act and “RICO” is the carrot of treble damages.
18 [Agency Holding Corp. v. Malley-Duff & Associates][107 S.Ct. 2759, 483 U.S.
19 143, 151 (1987)].

20 In rejecting a significantly different focus under RICO, therefore, we are
21 honoring an analogy that Congress itself accepted and relied upon, and one that
22 promotes the objectives of civil “RICO” as readily as it furthers the objects of the
23 Clayton Act. Both statutes share a common congressional objective of
24 encouraging civil litigation to supplement Government efforts to deter and
25 penalize the respectively prohibited practices. The object of civil RICO is thus
26 not merely to compensate victims but to turn them into prosecutors, “private
27 attorneys general,” dedicated to eliminating racketeering activity. ³ *Id.*, at 187
28 (citing *Malley-Duff*, 483 U.S., at 151) (civil RICO specifically has a “further

1 purpose [of] encouraging potential private plaintiffs diligently to investigate").
2 The provision for treble damages is accordingly justified by the expected benefit
3 of suppressing racketeering activity, an object pursued the sooner the better.
4 [Rotella v. Wood et al., 528 U.S. 549 (2000)].

5 The “**private attorney general**” concept holds that a successful private
6 party plaintiff is entitled to recovery of his legal expenses, including attorney
7 fees, if he has advanced the policy inherent in public interest legislation on behalf
8 of a significant class of persons. Dasher v. Housing Authority of City of Atlanta,
9 Ga., D.C.Ga., 64 F.R.D. 720, 722. See also Equal Access to Justice Act. [Black’s
10 Law Dictionary, Sixth Edition] [**bold emphasis added**].

11 **Section 17535.** Any person, corporation, firm, partnership, joint stock
12 company, or any other association or organization which violates or proposes to
13 violate this chapter may be enjoined by any court of competent jurisdiction.
14 The court may make such orders or judgments, including the appointment of a
15 receiver, as may be necessary to prevent the use or employment by any person,
16 corporation, firm, partnership, joint stock company, or any other association or
17 organization of any practices which violate this chapter, or which may be
18 necessary to restore to any person in interest any money or property, real or
19 personal, which may have been acquired by means of any practice in this chapter
20 declared to be unlawful.

21 Actions for injunction under this section may be prosecuted by the
22 Attorney General or any district attorney, county counsel, city attorney, or city
23 prosecutor in this state in the name of the people of the State of California upon
24 their own complaint or upon the complaint of any board, officer, person,
25 corporation or association or by **any person acting for the interests of itself, its**
26 **members or the general public.**

1 COMES NOW Marina Read, Plaintiff in the above-captioned matter,
2 untrained in the law, unfamiliar with local rules, not self-represented, not
3 represented by licensed counsel, an individual in the exercise of accountability to
4 the laws of her country (these united States of America), asking that this and all
5 future pleadings be "liberally construed" pursuant to the "Kerner Doctrine",
6 Haines v Kerner, 404, US 519; 30 L.Ed 2d 652; 92 S. Ct.594 (1972) and submits
7 her Complaint as follows:

8
9 **STATEMENT OF THE CASE**

10
11 Plaintiff, like hundreds of others, have been deprived of her property,
12 liberty and certain inalienable rights protected by the United States Constitution
13 by the egregious actions of the Defendants by and through the Santa Barbara
14 Courts. As such, Plaintiff has been denied: meaningful access to the court; the
15 right to be heard at several hearings; the right to accurate and complete records of
16 the proceedings. The Defendants' actions have misused the courts as a corrupt
17 and deceptive arm of government and for other special interest.

18 Further, plaintiff is a victim of obstruction of justice, extortion, mail fraud,
19 wire fraud and oppression perpetrated by the Defendants, and each of them, who
20 have consistently and deliberately refused to follow the California and United
21 States law. This lawsuit documents over 33 months of a continuous pattern of
22 violations of federally protected rights perpetrated against Plaintiff and other
23 Santa Barbara County residents by corrupt state actors and other individuals
24 within the Superior Court for the County of Santa Barbara.

25 Defendants have engaged in a common enterprise, and common course of
26 conduct, the purpose of which is and was to engage in the violations of law
27 alleged in this Complaint. This common enterprise and common course of
28 conduct continues to the present.

1 This lawsuit further attempts to report and provide evidence that the
2 Defendants are operating and conducting their business affairs like a *syndicate*
3 outside the confines of California and Federal Law. The pattern of wrongs that
4 are documented in this lawsuit have inflicted great harm upon Plaintiff, the
5 citizens of California, the United States and upon the rule of law. Plaintiff
6 through this lawsuit seeks damages and relief from these violations by
7 Defendants' corrupt use of the Santa Barbara courts in violation of numerous
8 state and federally protected rights. Plaintiff seeks restitution imposing Civil
9 Penalties, and granting all other relief provided for under California and United
10 States Law against all named Defendants, jointly and severably for engaging in
11 their unlawful and corrupt business practices.
12

13 JURISDICTION

14

- 15 1. Jurisdiction of this court is invoked pursuant to:
- 16 2. 18 U.S.C. § 1964(a) and (c)(a). The district courts of the United States
17 shall have jurisdiction to prevent and restrain violations of section 1962
18 of this chapter by issuing orders, including, but not limited to: ordering
19 any person to divest himself of any interest, direct or indirect, in any
20 enterprise imposing reasonable restrictions on the future activities or
21 investments of any person, including, but not limited to, prohibiting any
22 person from engaging in the same type of endeavor as the enterprise
23 engaged in, the activities of which affect interstate or foreign commerce
24 or ordering dissolution or reorganization of any enterprise, making due
25 provisions for the rights of innocent persons.
26 (C) Any person injured in his business or property by reason of a
27 violation of section 1962 of this chapter may sue therefore in any
28

appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney's fees.

3. 28 U.S.C. §§ 1343, which provides for a *federal court forum* in which citizens may seek regress from the deprivation of rights, privileges, and immunities under color of state law.
4. 28 U.S.C. § 1331, the general federal question statute. 28 U.S.C. § 2201 and § 2202, the federal declaratory relief and injunctive relief statutes, to declare the rights of the parties.
5. 18 U.S.C. § 3332(a), the special grand jury statute that mandates presentation of plaintiff's evidence to a special grand jury.
6. 18 U.S.C. §§ 1961-1964. The Racketeer Influenced Corrupt Organizations Act (herein after "RICO"). This claim arises from the pattern of multiple predicate acts perpetrated by Defendants over a two-year span. The predicate acts of Racketeering by all Defendants affected interstate commerce.
7. 18 U.S.C. § 241; If two or more citizens conspire to injure, oppress, threaten, or intimidate any citizen in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of him having exercise the same; or, If two or more citizens go in disguise on the highway, or on the premise of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured, they shall be fined not more than \$10,000 or imprisoned not more than ten years, or both.

VENUE

8. Venue of this Court is proper pursuant to Title 28 U.S.C. § 1391(a) (2), (b) (2), because the subject Real Property is located in Santa Barbara County, California and is based upon the wrongful acts and harm

1 inflicted against the Plaintiff by all Defendants complained of herein
2 while Defendants where acting as Agents or Assigns of the Banking
3 and or Lending Institutions and or the Santa Barbara Courts within the
4 State of California.

5
6 **PARTIES**

7
8 9. Plaintiff Marina Read is a private citizen residing in the State of
9 California at 284 Coronado Drive., in Goleta, California 93117.

10
11 10. Defendant Denise de Bellefeuille is a state court judge in the Santa
12 Barbara Superior courts with a business address of 1100 Anacapa
13 Street, 1st Floor, department 6, Santa Barbara, California 93101.

14
15 11. Defendant Joseph E. Holland, is the Supervising Clerk of the Santa
16 Barbara County Recorder's Office, County of Santa Barbara, whose
17 business address is 1100 Anacapa Street, Santa Barbara, California
18 93101.

19
20 12. Defendant Gary M. Blair, is the Superior Court Executive Officer,
21 Clerk of the Superior Court of Santa Barbara, employed by the County
22 of Santa Barbara, whose business address is 1100 Anacapa Street Santa
23 Barbara, California 93101.

24
25 13. Defendant R. Clarke, is a sheriff deputy and court room bailiff
26 employed by the County of Santa Barbara, whose business address is
27 4434 Calle Real Santa Barbara, California 93160.

- 1 14. Defendant Amy E. Starrett, (Bar No. 256204) is an attorney employed
2 by the law firm of Robert J. Jackson & Associates, Inc. with a business
3 address of 4199 Campus Drive, Suite 350 Irvine, California 92612-
4 2698.
- 5
- 6 15. Defendant John C. Saginaw, (Bar No. 67385) is an attorney employed
7 by the law firm of Robert J. Jackson & Associates, Inc. with a business
8 address of 4199 Campus Drive, Suite 350 Irvine, California 92612-
9 2698.
- 10
- 11 16. Defendant Doug V. Pham, (Bar No. 67385) is an attorney employed by
12 the law firm of Robert J. Jackson & Associates, Inc. with a business
13 address of 4199 Campus Drive, Suite 350 Irvine, California 92612-
14 2698.
- 15
- 16 17. Defendant Parnaz Parto, is an attorney employed by the law firm of
17 Robert J. Jackson & Associates, Inc. with a business address of 4199
18 Campus Drive, Suite 350 Irvine, California 92612-2698.
- 19
- 20 18. Defendant Robert J. Jackson & Associates, Inc. is a law firm with a
21 business address of 4199 Campus Drive, Suite 350 Irvine, California
22 92612-2698.
- 23
- 24 19. Defendant Richard A. Nyznyk (Bar No. 157835) is an attorney whose
25 business address is 674 County Square Drive Suite, 101A Ventura,
26 California 93003.
- 27
- 28 20. OneWest Bank, FSB ("OWB") is a business form that is of unknown
form and existence to Plaintiff at this time. Defendant is not listed with

1 the California Secretary of State's Web Portal under business entities.
2 This business entity is doing business in the State of California and
3 throughout the country with an purported business address of 888 East
4 Walnut Street, Pasadena, CA 91101

5
6 21. Defendant Quality Loan Service Corporation ("QLSC") is a business
7 entity that provides non-judicial foreclosure processing in several
8 western states including California with a business address of 2141 5th
9 Avenue, San Diego, California 92101.

10
11 22. Defendant Fidelity ASAP, is a business entity of unknown form and
12 existence with a purported address of P.O. Box 16697, Irvine, CA
13 92623. This business entity is not registered with the California
14 Secretary of State's Corporate filings appears to be an affiliate, or one
15 in the same entity known as Agency Sales and Posting.

16
17 23. Defendant LPS/ASAP, also known as Lender Processing Services, Inc.,
18 also known as Agency Sales and Posting, is a business entity and
19 auctioning house for foreclosed properties with business addresses
20 purported to be at 3210 El Camino, Real Irvine, California 92602, and
21 the address of 2141 5th Avenue San Diego, California 92101.

22
23 24. Defendant LSI Title Company is a business entity provides document
24 assistance for foreclosing properties with business addresses purported
25 to be at 3210 El Camino, Real Irvine, California 92602, and the address
26 of 2141 5th Avenue San Diego, California 92101

27
28 25. Defendant Title Court Service, Inc. is a document retrieval with
business address of 205 S. Broadway, #302 Los Angeles, CA 90012.

1
2 26. Defendant Ryan Reynosa, is an auctioneer employed by Defendant
3 LPS/ASAP, (Aka) Lender Processing Services, Inc., (Aka) Agency
4 Sales and Posting with a business address of 3210 El Camino Real
5 Irvine, California 92602.

6
7 27. Defendant Deutsche Bank National Trust Company, as Trustee,
8 ("Deutsche") is the Trustee for the *INDYMAC INDX MORTGAGE TRUST*
9 *2006-AR4, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-AR4*
10 *UNDER THE POOLING AND SERVICING AGREEMENT DATED MARCH 31,*
11 *2006. ("TRUST")*

12
13 28. Defendant Peter Scott is a process server with a business address of
14 DDS Legal Support, 2900 Bristol Street, Costa Mesa, California 92626.

15
16 29. Defendant DDS Legal Support is a process servicing company with a
17 business address of 2900 Bristol Street, Costa Mesa, California 92626.

18
19 30. Defendant Timm Delaney is an agent for Deutsche Bank National Trust
20 Company, as Trustee, employed by Prudential California Realty with a
21 business address of 3868 State Street, Santa Barbara, CA 93105.

22
23 31. Defendant "John Doe" sheriff deputy, is employed by the County of
24 Santa Barbara, whose business address is 4434 Calle Real, Santa
25 Barbara, California 93160.

26
27 32. Defendant "John Doe" sheriff deputy is employed by the County of
28 Santa Barbara, whose business address is 4433 Calle Real Santa
Barbara California 93160.

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FACTS COMMON TO ALL COUNTS

32. All allegations made in this Complaint are based on information and belief, except those allegations that pertain to Defendants, which are based on personal knowledge. The allegations of the Complaint stated on information and belief are likely to have Evidentiary Support, after a reasonable opportunity for further Investigation and Discovery.

33. Plaintiff is informed and believe, and based thereon allege, that at all times material herein, each Defendant, regardless of how named or designated, was the Agent, Servant, employee or alter ego of each and every other Defendant, and at all times relevant herein was acting within the purpose, scope, and course of said Agency, Service and/or employment, with the express and/or implied knowledge, permission, and consent of the remaining Defendants, and each of them, and each of said Defendants ratified and approved the acts of each such Defendants.

34. On or about June 4, 2009, Defendants began a campaign of a non-judicial foreclosure against Plaintiff:

35. On January 26, 2006 a *Deed of Trust* was recorded by Fidelity National Title by request of IndyMac Bank, F.S.B., wherein it "provided for Mortgage Electronic Registration System, Inc. (MERS) ...to act solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument."

36. The Deed of Trust's Loan Number was 122636473.

37. On or before March 1, 2006 Plaintiff's *Promissory Note* was purportedly sold through a series of transactions into the IndyMac INDX Mortgage Loan Trust 2006-AR4 Mortgage Pass-Through Certificates, Series 2006-AR4 (the "Trust").

1 38. On March 31, 2006 Sidley Austin LLP as special counsel for IndyMac
2 MBS, INC. (the "Depositor"), in connection with the issuance of the
3 Mortgage Pass-Through Certificates ("Certificates") of the IndyMac
4 INDX Mortgage Loan Trust 2006-AR4 Mortgage Pass-Through
5 Certificates, Series 2006-AR4, issued an "***OPINION: re Legality***" filed
6 under penalty of perjury to the SEC. Wherein in his letter Sidley Austin
7 LLP stated, "*The Certificates will represent the entire beneficial*
8 *ownership interest in IndyMac INDX Mortgage Loan Trust 2006-AR4.*
9 *The Trust is being formed and the Certificates are being issued*
10 *pursuant to a Pooling and Servicing Agreement dated as of March 31,*
11 *2006 (the "Pooling and Servicing Agreement"), among the Depositor,*
12 *IndyMac Bank, F.S.B., a federal savings bank ("IndyMac Bank"), as*
13 *seller and master servicer, and Deutsche Bank National Trust*
14 *Company, as trustee." (Emphasis added).* Plaintiff requests the Court
15 take judicial notice under Federal Rules of Evidence 201 ***Exhibit***
16 ***"1" from the SEC's "EDGAR" site. "OPINION re Legality" and***
17 ***excerpts from Prospectus Supplement Exhibit "2".*** Thereby, pursuant
18 to the sale acknowledged in the Prospectus Supplement, **MERS - 1)**
19 **lost all beneficial interests thereby rendering it incapable to convey**
20 **any beneficial interests to OneWest Bank, FSB, and 2) based on**
21 **MERS own corporate policies, by this sale having gone to non-**
22 **MERS members, IndyMac MBS & TRUST respectively. Thus, the**
23 **chain of agency relationship was completely severed.**

24 39. Subsequently, on **July 11, 2008, IndyMac Bank, F.S.B. was closed** by
25 the Office of Thrift Supervision (OTS) and the FDIC was named
26 Conservator. **Thus, MERS was without any and all capacities to act**
27 **as nominee for IndyMac Bank, FSB.**
28

- 1 40. On June 4, 2009, *Notice of Default* was recorded under trustee
2 Defendant Quality Loan Services Corporation signed by VS, by LSI
3 Title Company on behalf of Defendant OneWest Bank. None of these
4 parties had legal standing. (*Exhibit "3"*) Pursuant to the invalid MERS/
5 OWB *Assignment of Deed of Trust*.
- 6 41. This *Notice of Default* document indicated the loan number was
7 1007000803, not the original *Deed of Trust* document's loan number of
8 122636473.
- 9 42. *Notice of Default* was received by Plaintiff through the mail on the date
10 of June 8, 2009.
- 11 43. Additionally, Defendant Quality Loan Service ("QLSC") was
12 **discovered not to have an auctioneer's bond pursuant to *Cal. Civ.***
13 ***Code 1812.600-609. Cal. Civ. Code 1812.600*** which specifically states
14 it is a requirement to have a bond in order to conduct an auction.
15 Plaintiff requested and received from the California Secretary of State's
16 Office a *Certificate of No Record*. (*Exhibit "4"*)
- 17 44. On June 11, 2009 Plaintiff received an unrecorded *Substitution of*
18 *Trustee* document through the mail from Defendant "QLSC". "QLSC"
19 lacked legal standing as agent for Principle "OWB". (*Exhibit "5"*)
- 20 45. Within this document the loan number was indicated to be
21 1007000803, not the original *Deed of Trust* document's loan number
22 which was 122636473.
- 23 46. On June 17, 2009 Plaintiff received a Debt Validation Notice from
24 Defendant "QLSC" stating Plaintiff owed a debt to Defendant "OWB"
25 in the amount of "\$922,483.78 plus interest, late charges, negative
26 escrow, attorney and trustee fees" with all inquires and payments to go
27 to Defendant "QLSC". (*Exhibit "6"*)
- 28

1 47. None of these parties had legal standing. This document's loan number
2 was 1007000803, not the original *Deed of Trust* document's loan
3 number of 122636473.

4 48. On June 30, 2009, "MERS" as nominee for Indymac Bank, FSB (the
5 non-existent institution) "granted, assigned, and transferred" to
6 Defendant OneWest Bank FSB all beneficial interest under the Deed of
7 Trust (which it had lost upon sale) via an *Assignment of Deed of Trust*,
8 signed by Vice President Roger Stotts with a back dated effective date
9 of 5/27/2009 and without legal standing. (*Exhibit "7"*)

10 49. The loan number on the *Assignment of Deed of Trust* was 1007000803.
11 This loan number is not the original *Deed of Trust* document's loan
12 number of 122636473.

13 50. **In short, MERS conveyed nothing and Defendant OneWest Bank**
14 **received nothing, therefore, all actions by Defendant OneWest Bank**
15 **e.g. 1) posturing, statements, and demands as said beneficiary, 2)**
16 **Assignment of *Substitution of Trustee* to Defendant "QLSC", 3) any**
17 **instructions there from to do foreclosure proceedings and auction sale,**
18 **4) conveyance assignment of *Deed of Trust* after the alleged foreclosure**
19 **sale to "Deutsche" and Defendant "QLSC"'s *Trustee's Deed Upon Sale***
20 **to Defendant "Deutsche" are forgeries, all posturing and supporting**
21 **documents are fabricated, VOID, and constituted fraud upon the**
22 **court in Plaintiff's *Unlawful Detainer Action* case number 1370081 in**
23 **the State Court.**

24 51. On July 17, 2009, the fabricated *Substitution of Trustee* was formally
25 recorded, substituting Defendant "QLSC" for Fidelity National Title
26 Insurance Co., the original trustee. This document was executed under
27 loan number of 1007000803, not the original *Deed of Trust* document's
28 loan number of 122636473.

1 52. On or about September 14, 2009 *Notice of Trustee Sale* was executed
2 by Defendant Fidelity ASAP in the name of Defendant "QLSC", signed
3 by "QLSC" employee Conie Legaspi as Authorized Agent. None of
4 these parties had legal standing. This document was executed under
5 loan number 1007000803, not the original *Deed of Trust* document's
6 loan number of 122636473. (*Exhibit "8"*)

7 53. The purported foreclosure auction sale was to be executed in the name
8 of Defendant "QLSC" by Defendant Fidelity ASAP. Defendant Fidelity
9 ASAP was discovered not to have an auctioneer's bond pursuant to
10 *Cal. Civ. Code 1812.600-609. Cal. Civ. Code 1812.600* specifically
11 states it is a requirement to have a bond in order to conduct an auction.

12 54. Plaintiff received copy of *Notice of Trustee Sale* through mail on or
13 about September 18, 2009.

14 55. For reasons unknown to Plaintiff, the trustee's auction sale did not
15 occur at this time.

16 56. On December 30, 2009 *Notice of Trustee Sale* was recorded under
17 trustee Defendant "QLSC", signed by Karla Sanchez as Authorized
18 Agent of "QLSC", executed by Fidelity/ASAP. None of these parties
19 had any legal standing pursuant to the MERS / "OWB" invalid
20 *Assignment of Deed of Trust*. This document was executed under loan
21 number 1007000803, not the original *Deed of Trust* document's loan
22 number of 122636473. (*Exhibit "9"*)

23 57. On or about January 3, 2010 Plaintiff received copy of *Notice of*
24 *Trustee Sale* by mail.

25 58. On January 19, 2010, Defendant Ryan Reynosa of LPS/ASAP
26 auctioned Plaintiff's home at 50 cents on the dollar at the Trustee's
27 auction sale.
28

1 59.The Trustee's auction sale was purportedly executed by Defendant
2 Fidelity/ASAP auction company under Defendant "QLSC's" name.
3 Defendant Fidelity/ASAP auction company **was discovered not to**
4 **have an auctioneer's bond pursuant to Cal .Civ. Code 1812.600-609.**
5 *Cal. Civ. Code 1812.600* specifically states it is a requirement to have a
6 bond in order to conduct an auction.

7 60.Defendant Ryan Reynosa was the auctioneer for the Defendant
8 "QLSC"'s trustee's auctioneer sale.

9 61.Defendant Ryan Reynosa was discovered to be the employee of
10 Defendant LPS/ASAP.

11 62.Defendant Ryan Reynosa and Defendant LPS/ASAP **were discovered**
12 **not to have an auctioneer's bond pursuant to Cal. Civ. Code**
13 **1812.600-609. CA C.C. 1812.600** specifically states it is a requirement
14 to have a bond in order to conduct an auction. (*Exhibit "10"*)

15 63.California Civil Code Section 1812.600 provides:

16 (a) Every auctioneer and auction company shall maintain a
17 bond issued by a surety company admitted to do business
18 in this state. The principal sum of the bond shall be
19 twenty thousand dollars (\$20,000). A copy of the bond
20 shall be filed with the Secretary of State.

21 (b) The bond required by this section shall be in favor
22 of, and payable to, the people of the State of
23 California and shall be for the benefit of any person or
24 persons damaged by any fraud, dishonesty, misstatement,
25 misrepresentation, deceit, unlawful acts or omissions,
26 or failure to provide the services of the auctioneer or
27 auction company in performance of the auction by the
28 auctioneer or auction company or its agents,
representatives, or employees while acting within the
scope of their employment.

(c) (1) No auctioneer or auction company shall conduct any
business without having a current surety bond in the
amount prescribed by this section and without filing a
copy of the bond with the Secretary of State.

1 64. Defendants "QLSC", LPS/ASAP and Fidelity ASAP auction
2 companies and employee, Defendant Ryan Reynosa have not complied
3 with the requirements of *Cal. C. C. 1812.600 et seq.*, yet Defendants
4 have operated their foreclosure auction enterprise for years with
5 apparent immunity throughout California. Therefore, all actions
6 regarding the auctioning and disposing of homes are and were invalid
7 and void.

8 65. Furthermore, even if Defendants "QLSC", LPS/ASAP and Fidelity
9 ASAP auction companies and employee, Defendant Ryan Reynosa had
10 complied with the requirements of *Cal. C. C. 1812.600 et seq.*,
11 Defendant OneWest Bank lacked legal standing to execute the "power
12 of sale" to then instruct these other Defendants and their agents to
13 execute the auction sale under *Cal. C. C. 2924*.

14 66. On January 26, 2010 an *Assignment of Deed of Trust* was formally
15 recorded after the illegally executed auction sale, requested by
16 Defendant Title Court Services, Inc., signed by Suchan Murray as
17 Authorized Signatory on behalf of Defendant OneWest Bank (who had
18 no legal standing), notarized by Alex McBride, assigning the Beneficial
19 interests rights to Defendant Deutsche Bank National Trust Company
20 ("Deutsche"), as Trustee of the IndyMac INDX Mortgage Trust 2006-
21 AR4, Mortgage Pass-Through Certificated, Series 2006-AR4 under the
22 Pooling and Servicing Agreement dated March 31, 2006, a REMIC
23 TRUST. (*Exhibit "11"*). **Indicating, neither Defendant Deutsche nor**
24 **the TRUST, up until this point, had had any beneficial interests or**
25 **rights in Plaintiff's Promissory Note or Deed of Trust.**

26 67. Upon public recording it was exposed that the assignment conveying
27 the beneficial interests to Defendant Deutsche, had been executed in
28 secret merely twelve days before the sale, all the while Defendant OWB

1 postured to Plaintiff and to the public as though the sale had been done
2 by Defendant OWB.

3 68. This action exposed two crucial facts, 1) nobody except for Defendants
4 OWB, QLSC, Title Court Services, Inc., Deutsche and their agents
5 knew who actually foreclosed on Plaintiff, which is prohibitive by law,
6 and 2) not until January 7, 2010 did Defendant Deutsche or more
7 accurately not until January 7, 2010 did the TRUST receive the
8 beneficial interests of Plaintiff's original January 19, 2006 transaction.

9 69. This TRUST is a REMIC Trust (REMIC is short for Real Estate
10 Mortgage Investment Conduit).

11 70. Internal Revenue Code, Section 860, regulates the activities and
12 requirements of a REMIC Trust, and must be complied with in order for
13 the investors to receive the significant tax breaks of a trust's REMIC
14 status.

15 71. Pursuant to Section 860, "All of a REMIC's loans must be acquired on
16 the start up date of the REMIC or within three months thereafter."
17 [Emphasis added.]

18 72. The Prospectus Supplement (one of the primary governing documents
19 for the TRUST, which is filed with the Securities and Exchange
20 Commission (SEC)) specifically identified The Closing Date/Startup
21 day for this REMIC TRUST to be on March 31, 2006. Three months
22 after this date would have been June 30, 2006. *Please see attached*
23 *Exhibit "2"*. Additionally, in order for the TRUST to qualify as a
24 REMIC, all steps in the "contribution" and transfer process (of the
25 mortgage notes) must be true and complete sales - between the parties
26 and within the three month time limit from the Startup Day.

1 73.This Assignment was executed three and a half YEARS later, not three
2 months later as reported under penalty of perjury to the SEC and the
3 TRUST's investors.

4 74.Given IRS REMIC law and in this circumstance, any transference of
5 Plaintiff's Promissory Note and Deed of Trust **is fatally flawed with**
6 **standing never having been properly established and standing**
7 **unable to be established.**

8 75.Plaintiff received copy of the *Assignment of Deed of Trust* through mail
9 on or about February 2, 2010. This document was executed under loan
10 number 1007000803, not the original *Deed of Trust* document's loan
11 number of 122636473.

12 76.On January 26, 2010 a *Trustee's Deed Upon Sale* was recorded, from
13 the illegally executed auction sale by request of Defendant Title Court
14 Services, Inc., under the umbrella of Defendant "QLSC" trustee
15 (neither had legal standing), signed by Karla Sanchez, notarized by
16 Michelle Nguyan,
17 **(Exhibit "12")**

18 77.The January 26, 2010 assignment is the only duly recorded assignment
19 to Defendant Deutsche and is three and a half years after the lawfully
20 required date of June 30, 2006 it was to have been assigned and
21 recorded.

22 78.On or about February 2, 2010 Plaintiff received copy of *Deed of Trust*
23 *Upon Sale* through mail.

24 79.The above defective, invalid, fabricated and fraudulent documents were
25 passed through the system and filed in the County of Santa Barbara
26 land and title records wherein Defendant Joseph E. Holland failed to
27 check for their validity. Defendant Joseph E. Holland knew or
28 reasonably should have known that the instruments being filed by

1 Defendants OneWest Bank, Fidelity ASAP, "QLSC", and Deutsche
2 were defective and fraudulent.

3 80.The above defective, invalid, fabricated and fraudulent documents were
4 passed through the system and filed in the County of Santa Barbara
5 land and title records so as to appear to comply with CA C. C.2924 and
6 2932.5 in preparation to submit them as evidence for the Unlawful
7 Detainer Action to take Plaintiff's property if she didn't relinquish it
8 upon foreclosure.

9 81.On January 26, 2010 a *Notice of Foreclosure* was posted on Plaintiff's
10 door stating, "*We regret to inform you that this property is now owned*
11 *by OneWest Bank. The eviction process has begun but you may be*
12 *eligible for the 'cash-for-keys' program where the bank will hand you a*
13 *check for a timely and clean move-out (both tenants and owners are*
14 *eligible). Please contact one of us ASAP for details.*" [Emphasis added]
15 (*Exhibit "13"*)

16 82.At no point in time did Defendant "OWB" ever own Plaintiff's
17 Property. And at all times it lacked legal standing to pursue foreclosure.

18 83.February 1, 2010 Plaintiff's tenants ceased paying rent, cutting off
19 Plaintiff's only form of income to support her family. Tenants became
20 nasty and vindictive to Plaintiff under Defendants threat of eviction
21 causing Plaintiff and her daughter emotional duress and threat in their
22 own home.

23 84.During February – March 2010 Defendant Timm Delaney and his
24 associate TJ had a number of phone conversations with Plaintiff, three
25 of which were with Timm Delaney. Plaintiff called Mr. Delaney in
26 response to the posting to find out about the offer being made. The
27 offer from Defendant Deutsche through Mr. Delaney was \$2K for each
28 of the three tenants living with Plaintiff and 4K for Plaintiff. Second

- 1 89. Further, within these instructions Defendant Deutsche attempted to
2 induce Plaintiff to part with her property by its agents Timm Delaney
3 and Amy E. Starrett.
- 4 90. On June 4, 2010 a Notice to Vacate was received via mail by Plaintiff
5 from Defendant Robert J. Jackman & Associates, Inc., specifically,
6 executed by Defendant Amy E. Starrett.
- 7 91. On June 15, 2010 *Unlawful Detainer Complaint* was filed by Defendant
8 John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ. of Robert
9 J. Jackson and Associates, Inc. on behalf of Defendant Deutsche Bank
10 National Trust Company, as purported Trustee, in Superior Court of
11 California, Santa Barbara County, Case No. 1370083.
- 12 92. All subsequent Unlawful Detainer proceedings on behalf of Defendant
13 Deutsche Bank National Trust Company, as Trustee, were filed by
14 Defendant John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ.
15 of Robert J. Jackson and Associates, Inc.
- 16 93. On June 17, 2010 Defendants Gary M. Blair, by and through Terri
17 Chavez Deputy Clerk mailed or caused to be mailed a document to
18 Plaintiff entitled *A Notice of Unlawful Detainer Action – CCP 1161.2*
19 with the specific intent to intimidate and harass Plaintiff or to induce
20 Plaintiff to leave her home and not fight for it. Plaintiff requests this
21 Court take judicial notice under Federal Rule of Evidence 201 of *A*
22 *Notice of Unlawful Detainer Action – CCP 1161.2* incorporated herein
23 by reference an attached hereto as (*Exhibit "15"*).
- 24 94. On July 9, 2010 an *Order Authorizing Service of Summons &*
25 *Complaint by Post and Mail* was signed off because Defendant Scott
26 had not been able to serve Plaintiff after five attempts.
- 27 95. Subsequently, Defendant Scott's declaration and proof of service was
28 submitted in Plaintiff's Unlawful Detainer Action as evidence and

1 call was to clarify some points regarding timing, possibility of staying
2 in the house longer, the option of renting, etc. and last call was to ask
3 for further information re move out condition requirements. Ultimately,
4 Plaintiff stated she would not cooperate with the "deal" as she found it
5 insidious. Fundamentally, all conversations were to induce Plaintiff
6 through intimidation, coercion and false information to get her to vacate
7 and part with her property. Offer was then taken off the table for
8 Plaintiff's tenants.

9 85. In about mid March Plaintiff's tenants moved out breaking their year
10 lease five months in advance for fear of being displaced due to
11 Defendants threats of inducement and attempted extortion.

12 86. On June 1, 2010 a *Notice to Vacate* was posted on Plaintiff's door on
13 behalf of Deutsche Bank National Trust Company, as Trustee without
14 identifying on whose behalf Defendant Deutsche was operating as
15 trustee for.

16 87. This *Notice to Vacate* was posted by process server Peter Scott, upon
17 instruction of Defendant Amy Starrett, ESQ. of Robert J. Jackson and
18 Associates, Inc. and his employer Defendant DDS Legal Support.

19 88. Defendant Scott in his attempt to serve process to Plaintiff in the
20 Unlawful Detainer proceedings declares under penalty of perjury in his
21 declaration that he served Plaintiff the *Notice to Vacate* **personally**
22 when he knew he had not. In his declaration upon his own admission
23 Defendant Peter Scott asserts that he served Plaintiff by mail in a
24 sealed envelop postage prepaid. Defendant Scott lied to the court and
25 did these unlawful deeds in concert with Defendants and other Co-
26 conspirators with the specific intent to extort and steal Plaintiff's
27 property. Please see Scott's Declaration incorporated herein attached
28 hereto as (*Exhibit "14"*).

1 Defendant de Bellefeuille accepted it and used it against Plaintiff to
2 validate their illegal foreclosure and standing against Plaintiff.

3 96. Between June 15, 2010 – March 15, 2012 Plaintiff received the
4 following documents from Defendants John C. Saginaw ESQ. and
5 Defendant Amy E. Starrett, ESQ. of Robert J. Jackson and Associates,
6 Inc. recorded and mailed on or about: 6/15/10 *Summons And Complaint*
7 *- Unlawful Detainer*, 7/9/10 *Order Authorizing Service of Summons &*
8 *Complaint by Post and Mail*; 7/9/10 *Notice Of Motion And Hearing On*
9 *Motion For Summary Judgment*; 7/30/10 *Request For Entry Of Default*;
10 8/4/10 *Request For Entry Of Default*; 9/1/10 *Case Management*
11 *Statement*; 9/7/10 *Opposition To Motion For Preliminary Injunction*;
12 9/17/10 *Letter Re September 2, 2010 Hearing*; 9/30/10 *Notice Of*
13 *Continuance Of Case Management Conference*; 9/26/2011 *Notice Of*
14 *Motion And Hearing On Motion For Summary Judgment*; 10/12/11
15 *Reply Brief*; 10/20/11 *Notice Of Continuance Of Plaintiff's Motion For*
16 *Summary Judgment Hearing*; 10/20/2011 *Order Granting Motion For*
17 *Summary Judgment*; 10/26/2011 *Notice Of Ruling Of Motion For*
18 *Summary Judgment*; 11/8/11 *Judgment*; 11/7/11 *Plaintiff's Ex Parte*
19 *Application To Have Judgment Entered Pursuant To The Granting Of*
20 *Plaintiff's Motion For Summary Judgment, Declaration Of Amy E.*
21 *Starrett and Parnaz Parto*; 11/9/11 *Notice Of Ruling*; 11/17/11 *Case*
22 *Management Conference Statement*; 11/21/11 *Designation –*
23 *Respondent's Proposed Amendments To Appellant's Statements On*
24 *Appeal*, 11/21/11 *Amendment – Respondent's Proposed Amendments*
25 *To Appellant's Statement On Appeal*; 11/30/11 *Objection To*
26 *Defendant's "Newly Found Evidence And Request For Judicial*
27 *Notice"*; 2/8/12 *Notice Of Motion To Dismiss Appeal*; 2/15/12 *Notice*
28 *Of Dismissal Of Appeal*; 3/1/12 *Case Management Statement*; 3/13/12

1 *Notice Of Entry Of Judgment; 3/13/12 Plaintiff's Opposition To*
2 *Defendant's Ex Parte Application For Stay Of Enforcement Of*
3 *Judgment; 3/15/12 Notice Of Ruling Of Defendant's Ex Parte*
4 *Application For Stay Of Enforcement Of Judgment.*

5 97. About late October 2011 Plaintiff called the sales line number provided
6 on her *Notice of Trustee Sale* to inquire with "QLSC" as to who the
7 actual auctioneer had been who sold her house, in order to verify he had
8 a bond under *Cal. C. C. 1812.600*. The receptionist stated the auction
9 company had been LPS/ASAP (not Fidelity ASAP) and that they would
10 need to be called to find out who the auctioneer was.

11 98. About late October 2011 Plaintiff called LPS/ASAP. Upon inquiry
12 Plaintiff was informed Defendant Ryan Reynosa had conducted the
13 auction for Plaintiff's property.

14 99. Beginning of November Plaintiff called and received confirmation
15 Defendants "QLSC", LPS/ASAP and Ryan Reynosa lacked auctioneer
16 bonds with the CA Secretary of State.

17 100. On November 22, 2011 Plaintiff filed '*Newly Found Evidence &*
18 *Request for Judicial Notice*' presenting proof by evidence of above
19 mentioned (#37) document '*OPINION re Legality*' demonstrating all
20 Defendants lacked standing in ANY capacity to execute the power of
21 sale clause to foreclose on Plaintiff and or pursue an Unlawful Detainer
22 Action. Further, Plaintiff presented to the Court evidence under *Cal.*
23 *Civ. Code 1812.600* that Defendants failed to comply with bonding
24 thereby invalidating all previous actions.

25 101. On February 29, 2012 Plaintiff submitted in court to Defendant
26 Denise de Bellefeuille the California Secretary of State's *Certificate of*
27 *No Record* for Defendants "QLSC", LPS/ASAP, Ryan Reynosa
28

1 verifying they lacked filed auctioneer bonds. Defendant de Belleuille
2 ignored this evidence again (*Exhibit "4", "9"*).

3 102. Further Defendant de Belleuille allowed opposing counsel to create
4 and produce an *Order for Summary Judgment* that was deficient and
5 unlawful for a final Summary Judgment. These two documents have
6 different and distinct meanings and applications towards the finalization
7 of the action. In light of this deficient document Defendant de Belleuille
8 signed it anyway on March 6, 2012 and thereby procured fraud upon
9 the court in collusion with opposing counsel.

10 103. On March 6, 2012 in spite of this deficient document and even after
11 several submissions of evidence of fraud upon the court and proof of
12 triable issues Defendant de Belleuille signed Defendant Deutsche's
13 order granting Motion for Summary Judgment and thereby procured
14 fraud upon the court in collusion with opposing counsel.

15 104. Without Defendants Starrett or Saginaw's proper motion for
16 adjudication, Defendant de Belleuille ordered, adjudicated and decreed
17 for Defendant Deutsche to have and recover from Plaintiff possession
18 of her real property, with direction to the clerk of the Court to issue a
19 *Writ of Possession* directing the Sheriff to take all legal steps to remove
20 Plaintiff from the Premises and all occupants. (*Exhibit "16"*).

21 105. On March 15, 2012 Plaintiff appeared in Santa Barbara Superior
22 Court in department 6 (Defendant de Bellefeuille's department) for an
23 *Ex parte Motion to Quash the Writ of Execution and Eviction and Stay*
24 pending the appeal. Plaintiff re-plead the issues of illegal trustee sale,
25 lack of proper procedure for order, irreparable harm if stay not granted.
26 This hearing was not recorded as required by law. This was Judicial
27 Misconduct. At that hearing Defendant Bellefeuille would not allow
28 Plaintiff to speak. Defendant Bellefeuille through this violation of her

1 oath specifically denied Plaintiff the right to a *Motion To Quash*
2 *Hearing*, and the right to be heard on the merits of the case and
3 evidence. A fundamental aspect of a hearing is the right to be heard.
4 Defendant Bellefeuille then made the statement that “We are done here
5 Ms. Read. Good luck in you appeal.” *See attached Exhibit “17”*
6 *Reporter’s Transcript of Proceedings*.

7 106. In ignoring the evidence Defendant de Belleuille facilitated fraud
8 upon the Court and racketeering along with Defendants from the law
9 offices of Robert J. Jackson - Amy E. Starrett and John J. Saginaw by
10 stopping the due administration of justice and not allowing Plaintiff to
11 appropriately move forward.

12 107. Further example of Defendant de Belleuille’s misconduct lies in
13 Plaintiff’s civil case, SC No. 1370227 where a number of judicially
14 inappropriate and unlawful actions were executed by Defendant de
15 Belleuille to Plaintiff’s detriment:

16 108. On or about April 5, 2011 in SC No. 1370227 the court was noticed
17 that jurisdiction of Plaintiff’s case had been removed to federal court by
18 Plaintiff’s then Defendant FDIC. *Please see attached Exhibit “18”*.

19 109. On April 8, 2011 Judge Anderle, one who had never presided in the
20 case, signed an order dismissing Plaintiff’s four primary defendants with
21 prejudice— Deutsche, OneWest Bank, IndyMac Mortgage Servicer (a
22 division of OneWest Bank) and MERS. This was judicial misconduct and
23 Defendant de Belleuille knew or should have known Judge Anderle’s
24 ruling had no legal effect on Plaintiff’s civil matter and that it was a void
25 procedure thereby conducting fraud upon the court by a judicial officer.
26 *Please see attached Exhibit “19”*.

27 110. On or about April 15, 2011 upon receipt of the order Plaintiff called
28 Defendant de Belleuille’s chambers to alert her of the error and was told

1 by Defendant's secretary that Defendant's response was "She will just
2 have to take it up in Appeal" vs. correcting the record and the four
3 erroneously dismissed parties re the void judgment. Upon further
4 investigation Plaintiff checked with the civil clerk and verified Defendant
5 de Belleuille was not off calendar from court the day the order was
6 signed.

7 111. Defendant de Belleuille's furthered her misconduct of accepting
8 Judge Anderle's void order is evidenced in the attached. Recorder's
9 Transcript of Proceedings, pg 1 line 10, Defendant de Belleuille refers
10 to this order – "And Judge Anderle in my absence, I think I was away at
11 conference, signed the order after hearing. So this – we're at the end of
12 this action—" (*Exhibit "17"*). Defendant de Belleuille sanctioned
13 Anderle's conduct, did not allow Plaintiff to speak, or have the matter
14 formally corrected on the record (an appeal was unnecessary and a
15 waste of court and Plaintiff resources as by law the order was VOID)
16 and violated Plaintiff's right of due process.

17 112. Plaintiff was subjected to sham court proceedings.

18 113. Throughout the course of State Court case no. 1370083 proceedings,
19 Plaintiff received **26** further mailings e.g. motions, responses, orders,
20 statements, etc. in furtherance of Defendants' scheme to further
21 intimidate, induce, and extort Plaintiff's money and commit theft of
22 property.

23 114. Further, given the above fact pattern, MERS, Defendant OneWest
24 Bank, Defendant Deutsche, Defendant "QLSC", Defendant
25 FidelityASAP, Defendant Title Court Service, Inc., Defendant
26 LPS/ASAP, Defendant Ryan Reynosa, their respective employees and
27 agents lacked standing to execute a non-judicial foreclosure on Plaintiff
28 for her home.

1 call was to clarify some points regarding timing, possibility of staying
2 in the house longer, the option of renting, etc. and last call was to ask
3 for further information re move out condition requirements. Ultimately,
4 Plaintiff stated she would not cooperate with the "deal" as she found it
5 insidious. Fundamentally, all conversations were to induce Plaintiff
6 through intimidation, coercion and false information to get her to vacate
7 and part with her property. Offer was then taken off the table for
8 Plaintiff's tenants.

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10 lease five months in advance for fear of being displaced due to
11 Defendants threats of inducement and attempted extortion.

12 86. On June 1, 2010 a *Notice to Vacate* was posted on Plaintiff's door on
13 behalf of Deutsche Bank National Trust Company, as Trustee without
14 identifying on whose behalf Defendant Deutsche was operating as
15 trustee for.

16 87. This *Notice to Vacate* was posted by process server Peter Scott, upon
17 instruction of Defendant Amy Starrett, ESQ. of Robert J. Jackson and
18 Associates, Inc. and his employer Defendant DDS Legal Support.

19 88. Defendant Scott in his attempt to serve process to Plaintiff in the
20 Unlawful Detainer proceedings declares under penalty of perjury in his
21 declaration that he served Plaintiff the *Notice to Vacate* **personally**
22 when he knew he had not. In his declaration upon his own admission
23 Defendant Peter Scott asserts that he **served Plaintiff by mail in a**
24 **sealed envelop postage prepaid.** Defendant Scott lied to the court and
25 did these unlawful deeds in concert with Defendants and other Co-
26 conspirators with the specific intent to extort and steal Plaintiff's
27 property. Please see Scott's Declaration incorporated herein attached
28 hereto as (*Exhibit "14"*).

1 89. Further, within these instructions Defendant Deutsche attempted to
2 induce Plaintiff to part with her property by its agents Timm Delaney
3 and Amy E. Starrett.

4 90. On June 4, 2010 a Notice to Vacate was received via mail by Plaintiff
5 from Defendant Robert J. Jackman & Associates, Inc., specifically,
6 executed by Defendant Amy E. Starrett.

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8 John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ. of Robert
9 J. Jackson and Associates, Inc. on behalf of Defendant Deutsche Bank
10 National Trust Company, as purported Trustee, in Superior Court of
11 California, Santa Barbara County, Case No. 1370083.

12 92. All subsequent Unlawful Detainer proceedings on behalf of Defendant
13 Deutsche Bank National Trust Company, as Trustee, were filed by
14 Defendant John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ.
15 of Robert J. Jackson and Associates, Inc.

16 93. On June 17, 2010 Defendants Gary M. Blair, by and through Terri
17 Chavez Deputy Clerk mailed or caused to be mailed a document to
18 Plaintiff entitled *A Notice of Unlawful Detainer Action – CCP 1161.2*
19 with the specific intent to intimidate and harass Plaintiff or to induce
20 Plaintiff to leave her home and not fight for it. Plaintiff requests this
21 Court take judicial notice under Federal Rule of Evidence 201 of *A*
22 *Notice of Unlawful Detainer Action – CCP 1161.2* incorporated herein
23 by reference an attached hereto as (***Exhibit “15”***).

24 94. On July 9, 2010 an *Order Authorizing Service of Summons &*
25 *Complaint by Post and Mail* was signed off because Defendant Scott
26 had not been able to serve Plaintiff after five attempts.

27 95. Subsequently, Defendant Scott's declaration and proof of service was
28 submitted in Plaintiff's Unlawful Detainer Action as evidence and

1 115. Further, given the above fact pattern, Defendants Amy E. Starrett,
2 John C. Saginaw, Doug V. Pham, Robert J. Jackson & Associates, Inc.,
3 Richard A. Nyznyk, Deutsche Bank National Trust Company, as
4 Trustee, Peter Scott, DDS Legal Support, Timm Delaney, their
5 respective employees and agents lacked legal standing to induce
6 Plaintiff and her occupants to move out or/and an Unlawful Detainer
7 Action against Plaintiff.

8 116. In addition, during the course of the Unlawful Detainer
9 proceedings, Plaintiff mailed, attempted service and filed a "Notice And
10 Demand" demanding Defendant de Bellefeuille to produce on the
11 record, her surety bond as required by **Government Code Section 1454**.
12 *See attached Exhibit "20" Notice and Demand dated December 19,*
13 *2011, March 13, 2012.*

14
15 **GOVERNMENT CODE 1460.**

16 *Every officer with whom official bonds are filed shall carefully keep and*
17 *preserve the bonds. He shall give certified copies thereof to any person*
18 *demanding copies, upon being paid the same fees as are allowed by law for*
19 *certified copies of papers in other cases.*

20 **GOVERNMENT CODE 1454.**

21 *Unless otherwise provided, the official bonds of state officers (judges) prescribed*
22 *by law shall be approved by either the Governor or the Director of General*
23 *Services and filed and recorded in the office of the Secretary of State.*

24 **GOVERNMENT CODE Section 1770(i) provides:**

25 *An office becomes vacant on the happening of any of the following events before*
26 *the expiration of the term: His or her refusal or neglect to file his or her*
27 *required... bond within the time prescribed.*

1 117. Defendant de Bellefeuille did not respond to the Notice on repeated
2 requests and has not posted a bond. Upon inquiry, the California
3 Secretary of State's Office states they hold no surety bond filing for
4 Defendant de Bellefeuille. Given these facts it must be held that she
5 then is occupying her judicial office absent any lawful Bond leaving the
6 bench empty. Therefore, any and all rulings, proceedings or judgments
7 issued by her are a nullity and void as a matter of law.
8

9 ***"Notification of legal responsibility is the first essential of due process of law."***
10 ***Connally vs. General Construction Co, 269 U.S. 385, (1926)***
11

12 ***"Silence can only be equated with fraud where there is a legal or moral duty to***
13 ***speak or where an inquiry left unanswered would be intentionally misleading".***
14 ***U.S. vs. Tweel, 550 F.2d 297 (1997); U.S. vs. Prudent.***
15

16 **LEGAL CLAIMS**

17

18 118. Plaintiff repeats and incorporates herein all preceding paragraphs by
19 reference.
20

21 **119. JUDICIAL NOTICE (Fed. Rule of Evid. 201):**

22 The "supremacy clause" of the Federal Constitution is stronger than state
23 public policy and compels a state to enforce federal statutes regardless of
24 its "penal" character or of other objections of local policy(*Testa v. Katt*
25 ***1947 330 U.S. 386, 67 S. Ct. 810, 91 L.Ed. 967).***

26 **"For the policy of the federal Act is the prevailing policy in every state".**
27

28 The United States Constitution at Article 6 reads as follows:

1 *“This Constitution, and the Laws of the United States which shall be made in*
2 *pursuant thereof; and all Treaties made, or which shall be made, under the*
3 *authority of the United States, shall be the supreme Law of the Land; and the*
4 *judges in every State shall be bound thereby, any Thing in the Constitution or*
5 *Laws of any State to the Contrary notwithstanding”.*

6 120. **Notice:** Title 18 U.S.C. § 241. If two or more citizens conspire to
7 injure, oppress, threaten, or intimidate any citizen in the free exercise or
8 enjoyment of any right or privilege secured to him by the Constitution or
9 laws of the United States, or because of him having exercised the same;
10 or, If two or more citizens go in disguise on the highway, or on the
11 premise of another, with intent to prevent or hinder his free exercise or
12 enjoyment of any right or privilege so secured, they shall be fined not
13 more than \$10,000 or imprisoned not more than ten years, or both. This
14 Court is bound by the supremacy clause to enforce the provisions of the
15 “RICO” penalties upon each and every Defendant named within this
16 Complaint according to proof.

17 **FIRST CAUSE OF ACTION**

18 Count I.

19 (Civil RICO)

20 The Enterprise

21
22 121. *A “R.I.C.O.” enterprise may include courts.* United States v. Angelilli,
23 660 F. 2d 23 (2nd Cir. 1981). (See *United States v. Thompson*, 685 F.2d
24 993 (6th Cir. 1982), alleging that governor’s office in Tennessee was a
25 criminal enterprise.) See also *United States v. Stratton*, 649 F.2d 1066
26 (1981) alleging that Florida’s Third Judicial Circuit met the requisite of a
27 RICO enterprise; *United States v. Clark*, 646 F.2d 1259 (8th Cir. 1981),
28 holding that a governmental agency can be a RICO enterprise, and listed

several, including examples: the office of county judge to be an enterprise under the RICO Act and any other government agencies or offices; *United States v. Altomare*, 625 F.2d 5, 7, n.7 (4th Cir. 1980), the office of county prosecutor; *United States v. Grzywacz*, 603 F.2d 682, 686 (7th Cir.1979), the city police department. The pattern of racketeering activity appears to be comprised of hundreds of predicated acts of extortion of rights, money, property and obstruction of justice in violation of 18 U.S.C. § 1503.

123. A conviction for extortion within the meaning of the Hobbs Act requires that the Defendants obtained "property" or "liberty" from another, with his consent, induced by wrongful use of actual or threatened force, or fear, or under color of official right. 18 U.S.C. § 1951. In the instant case, there was (1) extortion by wrongful use of fear, intimidation and coercion, specifically coercion and fear of loss of liberty, money and property, and; (2) extortion under color of official right by and through the Santa Barbara Courts.

124. The predicated acts of extortion, obstruction of justice, mail fraud, constructive fraud are numerous and can be found within this case. This activity has taken and continues to take place from June 1, 2009, through the actual writing of this complaint.

125. The R.I.C.O. enterprise described herein consists of the Defendants Denise de Bellefeuille, Joseph Holland, Gary M. Blair, Deputy Clarke, Amy E. Starrett, John C. Saginaw, Doug V. Pham, Parnaz Parto, Robert J. Jackson & Associates, Inc., Richard A. Nyznyk, OneWest Bank, FSB, Quality Loan Service Corporation, Fidelity/ASAP, LPS/ASAP, (aka) Lender Processing Services, (aka) Agency Sales and Posting, LSI Title, Title Court Services, Ryan Reynosa, Deutsche Bank National Trust Company, as Trustee, Peter Scott, DDS Legal Support, Timm Delaney, two "John Doe" sheriff deputies, and other DOES 1 through 10 inclusive.

1 125. At all relevant times herein, Plaintiff was a "person" within the meaning
2 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

3 126. At all relevant times herein, all Defendants were "persons" within the
4 meaning of RICO, 18 U.S.C. §§ 1961(3) and 1964(4).

5 127. At all relevant times herein, all Defendants formed an association-in-
6 fact for the specific purpose of defrauding innocent and unsuspecting
7 homeowners throughout the State of California including Plaintiff. This
8 association-in-fact was an "enterprise" within the meaning of RICO, 18
9 U.S.C. § 1961(4).

10 128. At all relevant times herein, this "Foreclosure" enterprise was engaged
11 in by the Defendants, and its activities affected interstate and foreign
12 commerce, within the meaning of RICO, 18 U.S.C. § 1962(C).

13 129. At all relevant times herein, all Defendants and other individuals
14 associated with this enterprise conducted or participated directly or
15 indirectly, in the conduct of the enterprise's affairs through a "pattern of
16 racketeering activity" within the meaning of 18 U.S.C. § 1961(5), in
17 violation of RICO, 18 U.S.C. § 1962(C).

18 130. Specifically, at all relevant times herein, Defendants and other
19 individuals engaged in "racketeering activity" within the meaning of 18
20 U.S.C. § 1961(1) by engaging the acts set forth above and throughout this
21 complaint.

22 131. The acts set forth above constitute a violation of one or more of the
23 following statutes: 18 U.S.C. § 1341 (mail fraud); 18 U.S.C. § 1343 (wire
24 fraud); 18 U.S.C. § 1344 (relating to financial institution fraud); section
25 1951 (relating to interference with commerce, robbery, or extortion);
26 section 1956 (relating to the laundering of money instruments); section
27 1957 (relating to engaging in monetary transactions in property derived by
28 specified unlawful activity); all Defendants and other individuals each

1 committed and/or aided and abetted the commission of two or more of
2 these acts of racketeering activity.

3 132. The acts of racketeering activity referred to in the previous paragraphs
4 constituted a "pattern of racketeering activity" within the meaning of 18
5 U.S.C. § 1961(5). The acts alleged were related to each other by virtue of
6 common participates, a common victim (the Plaintiff), a common method
7 of commission, and the common purpose and common result of
8 defrauding the Plaintiff and others similarly situated, of hundreds of
9 thousands of dollars and property, enriching the Defendants at Plaintiff's
10 expense while concealing their criminal activities. The fraudulent scheme
11 continued for over two years and threatens to continue despite the
12 institution of this Complaint.

13 133. As a result of Defendants' and the other individuals' violations of 18
14 U.S.C. § 1962(C), Plaintiff has lost all her savings, several homes a
15 substantial amount of income, and was reduced to indigent status due to
16 these racketeering activities conducted in the fraudulent scheme and as
17 part of the prohibited activities herein alleged.

18 134. As a result of their misconduct, Defendants are liable to the Plaintiff for
19 her losses in an amount to be determined at trial. In doing the acts herein
20 alleged, Defendants, and each of them, acted fraudulently, willfully,
21 maliciously, presently and with callous disregard of Plaintiff's interest,
22 subjecting Defendants to punitive damages, according to proof at time of
23 trial. As direct result of Defendants' racketeering activities, Plaintiff has
24 suffered, and will continue to suffer irreparable harm and considerable
25 damages.

26 135. In doing the acts herein alleged, Defendants, and each of them, acted
27 fraudulently, willfully, maliciously, presently and with callous disregard
28

1 of Plaintiff's interest, subjecting Defendants to punitive damages,
2 according to proof at time of trial.

3 136. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
4 threefold her damages plus costs from Defendants.

5 6 **SECOND CAUSE OF ACTION**

7 **Count II**

8 **(RICO Conspiracy)**

9
10 137. Plaintiff re-alleges and incorporates by reference all paragraphs above,
11 as though fully set forth in this cause of action.

12 138. At all relevant times herein, Plaintiff was a "person" within the
13 meaning of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

14 139. At all relevant times herein, Defendants and the Co-Conspirators were
15 each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
16 1962(d).

17 140. At all relevant times herein, Defendants and the Co-Conspirators
18 formed an association-in-fact for the specific purpose of defrauding the
19 Plaintiff. This association-in-fact was an "enterprise" within the meaning
20 of RICO, 18 U.S.C. § 1961(4).

21 141. At all times relevant herein, this enterprise was engaged in, and its
22 activities affected, interstate and foreign commerce, within the meaning of
23 RICO, 18 U.S.C. § 1962(c).

24 142. As set forth in count one, Defendants and each of the Co-Conspirators
25 associated with this enterprise conducted or participated, directly or
26 indirectly, in the conduct of the enterprise's affairs through a "pattern of
27 racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5),
28 in violation of RICO, 18 U.S.C. § 1962(c).

1 143. At all relevant times herein, Defendants and the other Co-Conspirators
2 each were associated with the enterprise and agreed and conspired to
3 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
4 directly or indirectly, in the conduct of the affairs of the enterprise through
5 a pattern of activity, in violation of 18 U.S.C. § 1962(d).

6 144. Defendants and other Co-Conspirators committed and caused to be
7 committed a series of overt acts in furtherance of the conspiracy and to
8 affect the objects thereof, including but not limited to the acts set forth
9 above.

10 ^{80 p 7} 145. As a result of Defendants and the other Co-Conspirators' violations of 18
11 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
12 fraudulent schemes Defendants created, organized, serviced, and continue
13 to operate and run.

14 146. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
15 losses in an amount to be determined at trial. In doing the acts herein
16 alleged, Defendants, and each of them, acted fraudulently, willfully,
17 maliciously, presently and with callous disregard of Plaintiff's interest,
18 subjecting Defendants to punitive damages, according to proof at time of
19 trial.

20 147. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
21 threefold her damages plus costs from Defendants.

22 **THIRD CAUSE OF ACTION**

23 **Count III.**

24 **(Constructive Fraud)**

25 148. Plaintiff re-alleges and incorporates by reference all paragraphs above, as
26 though fully set forth in this cause of action.
27
28

1 148. At all relevant times herein, Plaintiff was a “person” within the meaning
2 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

3 149. At all relevant times herein, Defendants and the Co-Conspirators were
4 each a “person” within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
5 1962(d).

6 150. At all relevant times herein, Defendants and the Co-Conspirators formed
7 an association-in-fact for the specific purpose of defrauding Plaintiff by
8 recording or causing to be recorded certain fraudulent documents with the
9 Santa Barbara County Recorder’s Office including by not limited to,
10 *Assignments of Deed of Trust* to slander the beneficial interest in
11 Plaintiff’s property, *Notice of Default*, *Debt Validation Notice* and *Notice*
12 *of Trustee Sale*. This association-in-fact was an “enterprise” within the
13 meaning of RICO, 18 U.S.C. § 1961(4).

14 151. At all times relevant herein, this enterprise was engaged in, and its
15 activities affected, interstate and foreign commerce, within the meaning of
16 RICO, 18 U.S.C. § 1962(c).

17 152. As set forth in count two, Defendants and each of the Co-Conspirators
18 associated with this enterprise conducted or participated, directly or
19 indirectly, in the conduct of the enterprise’s affairs through a “pattern of
20 racketeering activity” within the meaning of RICO, 18 U.S.C. § 1961(5),
21 in violation of RICO, 18 U.S.C. § 1962(c).

22 153. At all relevant times herein, Defendants and the other Co-Conspirators
23 each were associated with the enterprise and agreed and conspired to
24 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
25 directly or indirectly, in the conduct of the affairs of the enterprise through
26 a pattern of activity, in violation of 18 U.S.C. § 1962(d).

27 154. Defendants and other Co-Conspirators committed and caused to be
28 committed a series of overt acts in furtherance of the conspiracy and to

1 affect the objects thereof, including but not limited to the acts set forth
2 above and including repeated threats of forced collections and
3 enforcements in an effort to deprive Plaintiff of her money and property if
4 she did not pay the unlawful debt that Defendant OneWest Bank alleged
5 against Plaintiff.

6 155. As a result Defendants' and the other Co-Conspirators' violations of 18
7 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
8 fraudulent schemes Defendants created, organized, serviced, and continue
9 to operate and run.

10 156. The threat of forced collections, foreclosure, unlawful conversion, theft
11 and extortion are but a few of the unlawful activities that Defendants
12 engaged in through a pattern of racketeering activity and the collection of
13 unlawful debts.

14 157. As a result of their constructive frauds against Plaintiff, Defendants are
15 liable to Plaintiff for her losses in an amount to be determined at trial. In
16 doing the acts herein alleged, Defendants, and each of them, acted
17 fraudulently, willfully, maliciously, presently and with callous disregard
18 of Plaintiff's interest, subjecting Defendants to punitive damages,
19 according to proof at time of trial. As direct result of Defendants'
20 racketeering activities, Plaintiff has suffered, and will continue to suffer
21 irreparable harm and considerable damages.

22 158. In doing the acts herein alleged, Defendants, and each of them, acted
23 fraudulently, willfully, maliciously, presently and with callous disregard
24 of Plaintiff's interest, subjecting Defendants to punitive damages,
25 according to proof at time of trial.

26 159. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
27 threefold her damages plus costs from Defendants.
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1 Further, Defendants concealed these facts from Plaintiff and the court in
2 the Unlawful Detainer Action.

3 The requirements for Common Law Fraud are:

- 4 a. a false statement of material fact:
- 5 b. the party making it knew or believed it to be untrue:
- 6 c. the party to whom the statement was made had a right to rely on the
7 statement:
- 8 d. the party to whom the statement was made did rely on the statement;
- 9 e. the statement was made for the purpose inducing the other party to act;
- 10 f. the reliance by the person to whom the statement was made led to that
11 party's injury.

12 164. Defendants' OneWest Bank, "QLSC", Fidelity ASAP, LPS/ASAP (aka)
13 Agency Sales and Posting, Robert J. Jackson & Associates, Inc., Amy E.
14 Starrett, John C. Saginaw, Doug V. Pham, Parnaz Parto, Richard A.
15 Nyznyk, Deutsche's actions meet each and every one of these common
16 law fraud elements.

17 107. At all relevant times herein, Plaintiff was a "person" within the meaning
18 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

19 165. At all relevant times herein, Defendants and the Co-Conspirators were
20 each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
21 1962(d).

22 166. At all relevant times herein, Defendants and the Co-Conspirators formed
23 an association-in-fact for the specific purpose of defrauding the Plaintiff.
24 This association-in-fact was an "enterprise" within the meaning of RICO,
25 18 U.S.C. § 1961(4).

26 167. At all times relevant herein, this enterprise was engaged in, and its
27 activities affected, interstate and foreign commerce, within the meaning of
28 RICO, 18 U.S.C. §1962(c).

1 168. As set forth in all of the above counts and inclusive of the other counts
2 throughout this complaint, Defendants and each of the Co-Conspirators
3 associated with this enterprise conducted or participated, directly or
4 indirectly, in the conduct of the enterprise's affairs through a "pattern of
5 racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5),
6 in violation of RICO, 18 U.S.C. § 1962(c).

7 169. At all relevant times herein, Defendants and the other Co-Conspirators
8 each were associated with the enterprise and agreed and conspired to
9 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
10 directly or indirectly, in the conduct of the affairs of the enterprise through
11 a pattern of activity, in violation of 18 U.S.C. § 1962(d).

12 170. Defendants and other Co-Conspirators committed and caused to be
13 committed a series of overt acts in furtherance of the conspiracy and to
14 affect the objects thereof, including but not limited to the acts set forth
15 above.

16 As a result of Defendants' and the other Co-Conspirators' violations of 18
17 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
18 fraudulent schemes Defendants created, organized, serviced, and continue
19 to operate and run.

20 171. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
21 losses in an amount to be determined at trial. In doing the acts herein
22 alleged, Defendants, and each of them, acted fraudulently, willfully,
23 maliciously, presently and with callous disregard of Plaintiff's interest,
24 subjecting Defendants to punitive damages, according to proof at time of
25 trial.

26 172. As direct result of Defendants Fraudulent Inducement and racketeering
27 activities, Plaintiff has suffered, and will continue to suffer irreparable
28 harm and considerable damages.

1 173. In doing the acts herein alleged, Defendants, and each of them, acted
2 fraudulently, willfully, maliciously, presently and with callous disregard
3 of Plaintiff's interest, subjecting Defendants to punitive damages,
4 according to proof at time of trial.

5 174. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
6 threefold his damages plus costs from Defendants.

7
8 **FIFTH CAUSE OF ACTION**

9 **Count V**

10 **(Common Law Fraud-Concealment)**

11
12 175. Plaintiff re-alleges and incorporates by reference all paragraphs above, as
13 though fully set forth in this cause of action. *Res ipsa loquitur*.

14 176. At all relevant times herein, Plaintiff was a "person" within the meaning
15 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

16 177. At all relevant times herein, Defendants and the Co-Conspirators were
17 each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
18 1962(d).

19 178. At all relevant times herein, Defendants and the Co-Conspirators formed
20 an association-in-fact for the specific purpose of defrauding the Plaintiff.
21 This association-in-fact was an "enterprise" within the meaning of RICO,
22 18 U.S.C. § 1961(4).

23 179. At all times relevant herein, this enterprise was engaged in, and its
24 activities affected, interstate and foreign commerce, within the meaning of
25 RICO, 18 U.S.C. § 1962(c).

26 180. As set forth in all of the above counts and inclusive of the other counts
27 throughout this complaint, Defendants and each of the Co-Conspirators
28 associated with this enterprise conducted or participated, directly or

1 indirectly, in the conduct of the enterprise's affairs through a "pattern of
2 racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5),
3 in violation of RICO, 18 U.S.C. § 1962(c).

4 181. At all relevant times herein, Defendants and the other Conspirators each
5 were associated with the enterprise and agreed and conspired to violate 18
6 U.S.C. § 1962(c), that is, agreed to conduct and participate, directly or
7 indirectly, in the conduct of the affairs of the enterprise through a pattern
8 of activity, in violation of 18 U.S.C. § 1962(d).

9 182. Defendants and other Conspirators committed and caused to be
10 committed a series of overt acts in furtherance of the conspiracy and to
11 affect the objects thereof, including but not limited to the acts set forth
12 above.

13 183. As a result of Defendants and the other Conspirators' violations of 18
14 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
15 fraudulent schemes Defendants created, organized, serviced, and continue
16 to operate and run.

17 184. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
18 losses in an amount to be determined at trial. In doing the acts herein
19 alleged, Defendants, and each of them, acted fraudulently, willfully,
20 maliciously, presently and with callous disregard of Plaintiff's interest,
21 subjecting Defendants to punitive damages, according to proof at time of
22 trial. As direct result of Defendants Fraudulent Inducement, Concealment
23 and racketeering activities, Plaintiff has suffered, and will continue to
24 suffer irreparable harm and considerable damages.

25 185. In doing the acts herein alleged, Defendants, and each of them, acted
26 fraudulently, willfully, maliciously, presently and with callous disregard
27 of Plaintiff's interest, subjecting Defendants to punitive damages,
28 according to proof at time of trial.

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SIXTH CAUSE OF ACTION

Count VI

(Mail Fraud-18 U.S.C. §1341)

187. Plaintiff re-alleges and incorporates by reference all paragraphs above, as though fully set forth in this cause of action.

188. Defendants used the U.S. Mails in the furtherance and perpetuation of this Fraud upon Plaintiff when correspondence, namely the *Notice of Default, Debt Validation Notice, Notice of Trustee Sale, the Notice To Vacate, the Unlawful Detainer Action by Summons and Complaint* and other supporting documents sent to her for inducements with the specific intent to extort money and property from Plaintiff.

189. Defendants' OneWest Bank, "QLSC", LPS/ASAP (aka) Agency Sales and Posting, Fidelity ASAP, LSI Title, Robert J. Jackson & Associates, Inc., Amy E. Starrett, John C. Saginaw, Jonathan M. Zak, Doug V. Pham, Parnaz Parto, Richard A. Nyznyk, Peter Scott, DD Legal Support, Gary M. Blair's actions meet each and every one of these Mail Fraud elements.

190. At all relevant times herein, Plaintiff was a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

191. At all relevant times herein, Defendants and the Conspirators were each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and 1962(d).

192. At all relevant times herein, Defendants and the Conspirators formed an association-in-fact for the specific purpose of defrauding the Plaintiff. This association-in-fact was an "enterprise" within the meaning of RICO, 18 U.S.C. § 1961(4).

193. At all times relevant herein, this enterprise was engaged in, and its activities affected, interstate and foreign commerce, within the meaning of RICO, 18 U.S.C. §1962(c).

1 193. As set forth in all of the above counts and inclusive of the other counts
2 throughout this complaint, Defendants and each of the Conspirators
3 associated with this enterprise conducted or participated, directly or
4 indirectly, in the conduct of the enterprise's affairs through a "pattern of
5 racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5),
6 in violation of RICO, 18 U.S.C. § 1962(c).

7 194. At all relevant times herein, Defendants and the other Co-Conspirators
8 each were associated with the enterprise and agreed and conspired to
9 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
10 directly or indirectly, in the conduct of the affairs of the enterprise through
11 a pattern of activity, in violation of 18 U.S.C. § 1962(d) and 18 U.S.C.
12 §1341.

13 195. Defendants and other Co-Conspirators committed and caused to be
14 committed a series of overt acts in furtherance of the conspiracy and to
15 affect the objects thereof, including but not limited to the acts set forth
16 above.

17 196. As a result of Defendants and the other Co-Conspirators' violations of 18
18 U.S.C. § 1341 and 18 U.S.C. § 1962(d), Plaintiff has lost hundreds of
19 thousands of dollars in the fraudulent schemes Defendants created,
20 organized, serviced, and continue to operate and run.

21 197. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
22 losses in an amount to be determined at trial. In doing the acts herein
23 alleged, Defendants, and each of them, acted fraudulently, willfully,
24 maliciously, presently and with callous disregard of Plaintiff's interest,
25 subjecting Defendants to punitive damages, according to proof at time of
26 trial.

1 198. As direct result of Defendants Fraudulent Inducement, Concealment and
2 racketeering activities, Plaintiff has suffered, and will continue to suffer
3 irreparable harm and considerable damages.

4 199. In doing the acts herein alleged, Defendants, and each of them, acted
5 fraudulently, willfully, maliciously, presently and with callous disregard
6 of Plaintiff's interest, subjecting Defendants to punitive damages,
7 according to proof at time of trial.

8
9 **SEVENTH CAUSE OF ACTION**

10 **Count VII**

11 **(Fraud Upon The Court)**
12

13 200. Plaintiff re-alleges and incorporates by reference all paragraphs above, as
14 though fully set forth in this cause of action.

15 201. All Defendants named herein have come together for a common cause for
16 the good of their enterprise to use the Santa Barbara court venue in
17 furtherance of their scheme to extort money, steal property, and further
18 violate the rights of Plaintiff. 143. The actual filing, serving, and
19 maintaining of the Unlawful Detainer action by Defendants against
20 Plaintiff is self-evident of this material fact. As direct result of
21 Defendants' Fraud Upon The Court, Plaintiff has suffered, and will
22 continue to suffer irreparable harm and considerable damages.

23 202. At all relevant times herein, Plaintiff was a "person" within the meaning
24 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

25 203. At all relevant times herein, Defendants and the Co-Conspirators were
26 each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
27 1962(d).
28

1 204. At all relevant times herein, Defendants and the Co-Conspirators formed
2 an association-in-fact for the specific purpose of defrauding the Plaintiff.
3 This association-in-fact was an "enterprise" within the meaning of RICO,
4 18 U.S.C. § 1961(4).

5 205. At all times relevant herein, this enterprise was engaged in, and its
6 activities affected, interstate and foreign commerce, within the meaning of
7 RICO, 18 U.S.C. § 1962(c).

8 206. As set forth in count one, Defendants and each of the Co-Conspirators
9 associated with this enterprise conducted or participated, directly or
10 indirectly, in the conduct of the enterprise's affairs through a "pattern of
11 racketeering activity" within the meaning of RICO, 18 U.S.C. § 1961(5),
12 in violation of RICO, 18 U.S.C. § 1962(c).

13 207. At all relevant times herein, Defendants and the other Co-Conspirators
14 each were associated with the enterprise and agreed and conspired to
15 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
16 directly or indirectly, in the conduct of the affairs of the enterprise through
17 a pattern of activity, in violation of 18 U.S.C. § 1962(d).

18 208. Defendants and other Co-Conspirators committed and caused to be
19 committed a series of overt acts in furtherance of the conspiracy and to
20 affect the objects thereof, including but not limited to the acts set forth
21 above.

22 209. As a result of Defendants and the other Conspirators' violations of 18
23 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
24 fraudulent schemes Defendants created, organized, serviced, and continue
25 to operate and run.

26 210. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
27 losses in an amount to be determined at trial. In doing the acts herein
28 alleged, Defendants, and each of them, acted fraudulently, willfully,

1 maliciously, presently and with callous disregard of Plaintiff's interest,
2 subjecting Defendants to punitive damages, according to proof at time of
3 trial. In doing the acts herein alleged, Defendants, and each of them, acted
4 fraudulently, willfully, maliciously, presently and with callous disregard
5 of Plaintiff's interest, subjecting Defendants to punitive damages,
6 according to proof at time of trial.

7 211. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
8 threefold his damages plus costs from Defendants.

10 **EIGHT CAUSE OF ACTION**

11 Count VIII

12 (Extortion, Racketeering and Obstruction of Justice-18 U.S.C. §1503)

13
14 212. Plaintiff re-alleges and incorporates by reference all paragraphs above, as
15 though fully set forth in this cause of action.

16 213. Any proceeding in front of a biased judge is a violation of due process
17 and constitutes obstructing justice and racketeering within the meaning of
18 "RICO" at Title 18 §1964(c), under color of official right within the
19 meaning of "RICO" in violation of Title 18 U.S.C. §1951.

20 214. *A "R.I.C.O." enterprise may include courts.* United States v. Angelilli,
21 660 F.2d 23 (2nd Cir. 1981). United States v. Clark, 646 F.2d1259 (8th Cir.
22 1981), holding that a governmental agency can be a RICO enterprise, and
23 listed several, including examples: the office of county judge to be an
24 enterprise under the RICO Act and any other government agencies or
25 offices.

26 215. Defendant Denise de Bellefeuille has enjoyed the monetary rewards of
27 her unjust enrichment while sitting as "The" judge in Santa Barbara
28 County, delegated to assist lenders and their attorneys in using the court

1 venue as a tool for extorting money and stealing the property of the
2 citizens of Santa Barbara County as well as the money and property of
3 Plaintiff.

4 216. During several proceedings, Defendant de Bellefeuille ignored the rule of
5 law regarding Plaintiff's right of due process; disallowed Plaintiff to speak
6 at several hearings; ignored Plaintiff's evidence of misconduct by lenders'
7 attorneys and others involved in submitting fraudulent documents on the
8 record which was for the specific intent to extort money and steal the
9 property belonging to Plaintiff and others.

10 217. In the midst of all the courtroom room antics during Plaintiff's Ex parte
11 Motion held on March 13, 2012, Defendant de Bellefeuille's Bailiff
12 Defendant R. Clarke through intimidation, ordered Plaintiff's associates to
13 stop recording the session in violation of Santa Barbara County Code
14 Chapter 14C-6 which permits filming activities conducted for use in a
15 civil court.

16 218. In the end, Defendant de Bellefeuille ordered Plaintiff's case dismissed
17 and granted Defendant Deutsche to "have and recover" from Plaintiff
18 possession of Premises and directed the clerk to issue a *Writ of Possession*
19 directly to the Sheriff and for the Sheriff to take all legal steps necessary
20 to remove Plaintiff and all occupants from the Premises.

21 219. The actions of Defendants de Bellefeuille and Clarke where violative of
22 Plaintiff's due process rights thereby amounting to Obstruction of Justice
23 and Racketeering within the meaning of "R.I.C.O." Title 18 U.S.C. §§
24 1503, 1951.

25 220. A conviction for extortion within the meaning of the Hobbs Act requires
26 that the defendants obtained "property" or "liberty" from another, with (or
27 without) his consent, induced by wrongful use of actual or threatened
28 force, or fear, or under color of official right. See 18 U.S.C. §1951.

1 221. In the instant case, there was (1) extortion by wrongful use of fear,
2 intimidation and coercion, specifically coercion and fear of loss of liberty,
3 money and property, and; (2) extortion under color of official right by and
4 through the Santa Barbara Courts by all named Defendants.

5
6 **NINTH CAUSE OF ACTION**

7 **Count IX**

8 **(Violation of the Federal Fair Debt Collection Practice Act)**
9

10 222. Plaintiff re-alleges and incorporates by reference all paragraphs above, as
11 though fully set forth in this cause of action.

12 223. At all relevant times herein, Plaintiff was a "person" within the meaning
13 of RICO, 18 U.S.C. §§ 1961(3) and 1964(c).

14 224. At all relevant times herein, Defendants and the Co-Conspirators were
15 each a "person" within the meaning of RICO, 18 U.S.C. §§ 1961(3) and
16 1962(d).

17 225. At all relevant times herein, Defendants and the Co-Conspirators formed
18 an association-in-fact for the specific purpose of defrauding Plaintiff. This
19 association-in-fact was an "enterprise" within the meaning of RICO, 18
20 U.S.C. § 1961(4).

21 226. At all times relevant herein, this enterprise was engaged in, and its
22 activities affected, interstate and foreign commerce, within the meaning of
23 RICO, 18 U.S.C. §1962(c).

24 227. As set forth in counts herein above, Defendants and each of the
25 Conspirators associated with this enterprise conducted or participated,
26 directly or indirectly, in the conduct of the enterprise's affairs through a
27 "pattern of racketeering activity" within the meaning of RICO, 18 U.S.C.
28 § 1961(5), in violation of RICO, 18 U.S.C. §1962(c)

1 228. At all relevant times herein, Defendants and the other Co-Conspirators
2 each were associated with the enterprise and agreed and conspired to
3 violate 18 U.S.C. § 1962(c), that is, agreed to conduct and participate,
4 directly or indirectly, in the conduct of the affairs of the enterprise through
5 a pattern of activity, in violation of 18 U.S.C. §1962(d).

6 229. Defendants and other Co-Conspirators committed and caused to be
7 committed a series of overt acts in furtherance of the conspiracy and to
8 affect the objects thereof, including but not limited to the acts set forth
9 above and including repeated threats of forced collections and
10 enforcements in an effort to deprive Plaintiff of her money and property if
11 she did not pay the unlawful debt that Defendant OneWest Bank alleged
12 against Plaintiff.

13 230. Defendants through their enterprise violated Title 15 U.S.C. §1692.
14 Defendants each are a "debt collector" within the meaning of Cal. Civil
15 Code § 1788.2(c). The monies Defendants allegedly owe by Plaintiff are
16 "debts" within the meaning of Cal. Civil Code § 1788.2(d).

17 231. California's Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code
18 §§ 51788, et seq. ("Rosenthal Act"), incorporates by reference, and
19 requires compliance with, the provisions of the Federal Fair Debt
20 Collection Practices Act, 15 U.S.C. §§ 1692, et. seq., Cal. 7 Civ. Code
21 §1788.17.

22 232. By the acts and practices described herein, Defendants have violated
23 these laws, as follows, without limitation:

- 24 a. By making false, deceptive, or misleading representations in connection
25 with the collection of any debt, 15 U.S.C. § 1692e;
26 b. By making false representations or using deceptive means to collect or
27 attempt to collect on any debt, 15 U.S.C. § 1692e(10); and
28 c. By using unfair or unconscionable means to collect or attempt to collect

1 any debt, 15U.S.C. § 1692f.

2 233. Pursuant to California Civil Code §§ 1788.30 and 1788.17, Plaintiff is
3 entitled to recover actual damages sustained as a result of Defendants
4 violations, such damages include, without limitation, monetary losses and
5 damages, and emotional distress suffered, which damages are in an
6 amount to according to proof.

7 234. In addition, pursuant to California Civil Code §§ 1788.30 and 1788.17,
8 because Defendants' conduct was willful and knowing, Plaintiff is entitled
9 to statutory penalties.

10 235. As a result Defendants' and the other Co-Conspirators' violations of 18
11 U.S.C. § 1962(d), Plaintiff has lost hundreds of thousands of dollars in the
12 fraudulent schemes Defendants created, organized, serviced, and continue
13 to operate and run.

14 236. The threat of forced collections, foreclosure, unlawful conversion, theft
15 and extortion are but a few of the unlawful activities that Defendants
16 engaged in through a pattern of racketeering activity and the collection of
17 unlawful debts.

18 237. As a result of the Conspiracy, Defendants are liable to Plaintiff for her
19 losses in an amount to be determined at trial.

20 238. Pursuant to RICO, 18 U.S.C. § 1964(c), Plaintiff is entitled to recover
21 threefold her damages plus costs from Defendants.

22 23 CONCLUSION

24
25 239. All Defendants, as alleged within this complaint, were involved in an
26 Enterprise as a Syndicate by their conduct and violations committed
27 against Plaintiff within the meaning of "R.I.C.O."
28

1 241. This "R.I.C.O." Enterprise committed 26 counts of mail fraud within the
2 meaning of 18 USC 1341.

3 242. This "R.I.C.O." Enterprise committed 9 counts of wire fraud within the
4 meaning of 18 USC. §1343.

5 243. This "R.I.C.O." Enterprise committed 56 counts of extortion and
6 attempted extortion within the meaning of 18 U.S.C. §1951.

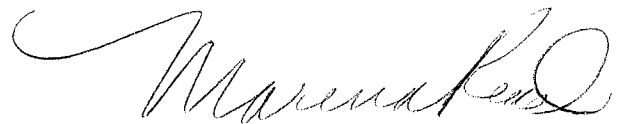
7 244. This "R.I.C.O." Enterprise committed 80 counts of obstruction of justice
8 within the meaning of 18 U.S.C. §1503.

9
10 **RELIEF REQUESTED**

- 11
12 1. That the foregoing complaint be "liberally construed" pursuant to the
13 "Kerner Doctrine", 404 U.S. 519, 92 S. Ct. 594, 30 L. Ed. 2d 652, and that
14 all future pleadings be liberally construed.
- 15 2. Trial by jury on all issues triable by a jury.
- 16 3. An immediate Temporary and Permanent Restraining Order enjoining
17 Defendants from executing the Writ of Possession and Notice of Eviction
18 upon Plaintiff.
- 19 4. Compensatory damages in amount of \$25,000 from each defendant for
20 each cause of action, totaling \$475,000.
- 21 5. Treble damages from each defendant pursuant to the provisions of 18
22 U.S.C. § 1964(a) for their fraudulent actions.
- 23 6. Plaintiff's cost of this suit and reasonable attorney fees against all
24 Defendants.
- 25 7. That Plaintiff be allowed to present her evidence to a special grand jury,
26 pursuant to the provisions of 18 U.S.C. § 1332(a).
- 27 8. That this court convene a grand jury to investigate the crimes complained
28 of above, pursuant to Federal Rule of Criminal procedure 6(a).

- 1 9. That this court issue a declaratory judgment, pursuant to 28 U.S.C. § 2201,
2 against Defendants that their actions constituted obstruction of justice in
3 violation of 18 U.S.C. § 1503.
- 4 10. That this court issue injunctive relief pursuant to 28 U.S.C. § 2202 against
5 all named Defendants that they immediately cease the conduct elucidated
6 above.
- 7 11. Plaintiff asks that this court issue a declaratory order pursuant to 28 U.S.C.
8 § 2201 that the deliberate failure of all named Defendants to adhere to state
9 and federal law denied Plaintiff meaningful access to the court in violation
10 of 18 U.S.C. § 1951.
- 11 12. That defendant Denise de Bellefeuille be declared biased toward Plaintiff,
12 and partial toward the Defendants, and other state associated bureaucrats.
- 13 13. That a special prosecutor be appointed, uncontaminated by any association
14 with any of the judicial or prosecutorial officers in and around Santa
15 Barbara County to present Plaintiff's evidence to the special grand jury.
- 16 14. Leave to amend once Defendants have exhausted all their frivolous
17 12(b)(6) Motions to dismiss.
- 18 15. A Declaratory order, from this Honorable Court, that all Causes of Actions
19 be declared to be predicate acts under "RICO".
- 20 16. Such other relief as this Court deems just, proper, and equitable.
- 21
22

23 Respectfully Submitted,



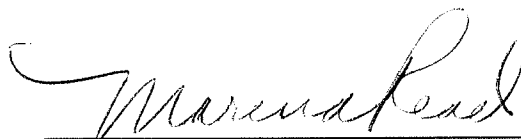
Marina Read
284 Coronado Dr.
Goleta, California 93117

1
2
3
4 **VERIFICATION**
5

6 I, Marian Read, am the Plaintiff in the above-entitled action. I have read the
7 foregoing Complaint and know the contents thereof. The same is true of my own
8 knowledge, except as to those matters which are therein alleged on information and
9 belief, and as to those matters, I believe it to be true.
10

11 I declare under penalty of perjury that the foregoing is true and correct and that this
12 declaration was executed at Santa Barbara, California.
13
14
15
16

17 Dated this March 26, 2012
18

19
20 

21 Marina Read

22 Private Attorney General
23
24
25
26
27
28

EXHIBIT 1

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IndyMac INDX Mortgage Loan Trust 2006-AR4 · 8-K · For 3/31/06 · EX-5.1

Filed On 3/31/06 5:48pm ET · SEC File 333-127556-26 · Accession Number 905148-6-3042

Find in this entire Filing. Show Docs searched and every "hit".

Help.. Wildcards: ? (any letter). * (many). Logic: for Docs: & (and), | (or); for Text: | (anywhere). "(&)" (near).

<u>As Of</u>	<u>Filer</u>	<u>Filing</u>	
4/03/06	IndyMac INDX Mortgage L..2006-AR4	8-K{9}	
<u>For/On/As</u>	<u>Docs:Size</u>	<u>Issuer</u>	<u>Agent</u>
3/31/06	2:8		Sidley AustinLLP/FA

Current Report · Form 8-K Filing Table of Contents

<u>Document/Exhibit</u>	<u>Description</u>	<u>Pages</u>	<u>Size</u>
1: 8-K	Current Report	4	9K
2: <u>EX-5.1</u>	Opinion re: Legality	4	15K

EX-5.1 · Opinion re: Legality

<u>EX-5.1</u>	<u>1st Page of 4</u>	<u>TOC</u>	<u>Top</u>		<u>Next</u>	<u>Bottom</u>	<u>Just 1st</u>
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Exhibits 5.1, 8.1 and 23.1

<u>EX-5.1</u>	<u>2nd Page of 4</u>	<u>TOC</u>	<u>1st</u>	<u>Previous</u>	<u>Next</u>	<u>Bottom</u>	<u>Just 2nd</u>
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	<u>SIDLEY AUSTIN LLP</u>	<u>BEIJING</u>	<u>GENEVA</u>	<u>SAN FRANCISCO</u>
	<u>787 SEVENTH AVENUE</u>	<u>BRUSSELS</u>	<u>HONG KONG</u>	<u>SHANGHAI</u>
SIDLEY AUSTIN	<u>NEW YORK, NY 10019</u>	<u>CHICAGO</u>	<u>LONDON</u>	<u>SINGAPORE</u>
-----	<u>212 839 5300</u>	<u>DALLAS</u>	<u>LOS ANGELES</u>	<u>TOKYO</u>
SIDLEY	<u>212 839 5599 FAX</u>	<u>FRANKFURT</u>	<u>NEW YORK</u>	<u>WASHINGTON, DC</u>

| FOUNDED 1866

March 31, 2006

Standard & Poor's,
a division of The McGraw-Hill
Companies, Inc.
55 Water Street
New York, New York 10041-0003

Lehman Brothers Inc.
745 Seventh Avenue, 30th Floor
New York, New York 10019

Moody's Investors Service, Inc.
99 Church Street
New York, New York 10005

IndyMac Bank, F.S.B.
888 East Walnut Street
Pasadena, California 91101

Deutsche Bank National Trust Company
1761 East St. Andrew Place
Santa Ana, California 92705-4934

Re: IndyMac MBS, Inc.
IndyMac INDX Mortgage Loan Trust 2006-AR4
Mortgage Pass-Through Certificates, Series 2006-AR4

Ladies and Gentlemen:

We have acted as special counsel for IndyMac MBS, Inc, a Delaware corporation (the "*Depositor*"), in connection with the issuance of the Mortgage Pass-Through Certificates of the above-referenced Series (the "*Certificates*"). The Certificates will represent the entire beneficial ownership interest in IndyMac INDX Mortgage Loan Trust 2006-AR4 (the "*Trust*"). The Trust is being formed and the Certificates are being issued pursuant to a Pooling and Servicing Agreement dated as of March 1, 2006 (the "*Pooling and Servicing Agreement*"), among the Depositor, IndyMac Bank, F.S.B., a federal savings bank ("*IndyMac Bank*"), as seller and master servicer, and Deutsche Bank National Trust Company, as trustee.

Capitalized terms not otherwise defined in this opinion letter are used as defined in the Pooling and Servicing Agreement.

In arriving at the opinions expressed below, we have examined such documents and records as we deemed appropriate, including the following:

(i) Signed copy of the Registration Statement on Form S-3 (File No. 333-127556) filed by the Depositor with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "1933 Act"), on August 15, 2005, together with each amendment thereto (such registration statement, as amended, and declared effective by the Commission on August 25, 2005) (such registration statement is referred to herein as the "Registration Statement");

(ii) The Prospectus dated February 27, 2006 (the "Basic Prospectus"), as supplemented by the Prospectus Supplement relating to the Public Certificates, dated March 30, 2006 (the "Prospectus Supplement"), in the form to be filed with the Commission pursuant to Rule 424(b) under the 1933 Act (the Basic Prospectus, as supplemented by the Prospectus Supplement and the Supplement, the "Prospectus");

(iii) Signed copy of the Pooling and Servicing Agreement;

(iv) The underwriting agreement dated March 30, 2006 between the Depositor and Lehman Brothers Inc. (the "Underwriting Agreement"); and

(v) Specimen Certificate of each Class of Certificates (together with the Registration Statement, the Basic Prospectus, the Prospectus Supplement, the Pooling and Servicing Agreement and the Underwriting Agreement, the "Documents").

In rendering the opinions set forth below, we have assumed, without independent investigation, that all of the Documents furnished to us are complete and authentic and that all of the Documents have been duly authorized, executed and delivered. Our opinions are also based on the assumption that all parties to the Pooling and Servicing Agreement will comply with the terms thereof, including all tax reporting requirements contained therein and that all representations made in the Pooling and Servicing Agreement by any party thereto are true, and that the issuance of the Certificates and the other transactions set forth in or contemplated by the Documents are not part of another transaction or another series of transactions that would require the Trust Fund, any investor or any other participant to treat such transaction or transactions as subject to the disclosure, registration, or list maintenance requirements of Section 6011, 6111, or 6112 of the Internal Revenue Code of 1986, as amended.

Based upon the foregoing, we are of the opinion that: (i) each REMIC created pursuant to the Pooling and Servicing Agreement will qualify as a real estate mortgage investment conduit ("REMIC") within the meaning of Section 860D of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the Certificates, other than the Class R Certificates, will be treated as regular interests in the Master REMIC, and (iii) the Class R Certificates represent ownership of the sole class of residual interest in each REMIC created pursuant to the Pooling and Servicing Agreement. The rights of the LIBOR certificates to receive payments of net rate carryover will represent, for federal income tax purposes, separate contractual rights coupled with REMIC regular interests within the meaning of Treasury regulation ss. 1.860G-2(i).

These opinions are based upon the existing provisions of the Code and Treasury regulations issued or proposed thereunder, published Revenue Rulings and releases of the Internal Revenue Service and existing case law, any of which could be changed at any time. Any such changes could be retroactive in application and could modify the legal conclusions upon which such opinions are based. Such opinion is limited as described above, and we do not express an opinion on any other tax aspect of the transactions contemplated by the Pooling and Servicing Agreement or the effect of such transaction on IndyMac Bank, any member of its federal consolidated group or any wholly owned affiliates.

In rendering the foregoing opinions, we express no opinion as to the laws of any jurisdiction other than the federal income tax laws of the United States. This opinion letter is rendered as of the date hereof and we undertake no obligation to update this opinion letter or advise you of any changes in the event there is any change in legal authorities, facts, assumptions or documents on which this opinion letter is based (including the taking of any action by any party to the Documents pursuant to any opinion of counsel or a waiver), or any inaccuracy in any of the representations, warranties or assumptions upon which we have relied in rendering this opinion letter unless we are specifically engaged to do so. This opinion letter is rendered only to those to whom it is addressed and may not be relied on in connection with any transactions other than the transactions contemplated herein. This opinion letter may not be relied upon for any other purpose, or relied upon by any other person, firm or corporation for any purpose, without our prior written consent.

We hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K dated the date hereof.

Very truly yours,

/s/ Sidley Austin LLP

Sidley Austin LLP

Dates Referenced Herein and Documents Incorporated By Reference

<u>This 8-K Filing</u>	<u>Referenced-On Page</u>		<u>Other Filings</u>
	<u>Date</u>	<u>First</u> <u>Last</u>	
	8/15/05	<u>3</u>	
	8/25/05	<u>3</u>	
	2/27/06	<u>3</u>	
	3/1/06	<u>2</u>	
	3/30/06	<u>3</u>	
Filed On / For The Period Ended	3/31/06	<u>2</u>	<u>8-K</u>
Filed As Of	4/3/06		
<u>Top</u>			<u>List All Filings</u>

PROSPECTUS SUPPLEMENT
(To Prospectus dated February 27, 2006)

\$1,504,469,000

(Approximate)

IndyMac MBS, Inc.
Depositor



Indymac

Sponsor, Seller and Servicer

IndyMac INDX Mortgage Loan Trust 2006-AR4

Issuing Entity

Distributions are payable monthly on the 25th day of each month, beginning April 25, 2006

The issuing entity will issue certificates, including the following classes of certificates being offered pursuant to this prospectus supplement and the accompanying prospectus:

Class	Initial Class Certificate Balance(1)	Pass-Through Rate(2)	Class	Initial Class Certificate Balance(1)	Pass-Through Rate(2)
Class A1-A	\$709,946,000	Variable	Class M-3	\$ 7,563,000	Variable
Class A1-B	\$332,815,000	Variable	Class M-4	\$ 8,320,000	Variable
Class A1-C	\$160,356,000	Variable	Class M-5	\$ 7,563,000	Variable
Class A2-A	\$200,000,000	Variable	Class M-6	\$10,589,000	Variable
Class M-1	\$ 32,525,000	Variable	Class M-7	\$ 7,563,000	Variable
Class M-2	\$ 18,909,000	Variable	Class M-8	\$ 8,320,000	Variable

(1) This amount is approximate and is subject to a permitted variance in the aggregate of plus or minus 10%.

(2) The pass-through rate for each class of certificates is calculated as described in this prospectus supplement under "Summary" and is based on LIBOR.

Consider carefully the risk factors beginning on page S-17 in this prospectus supplement and on page 4 in the prospectus.

The certificates represent obligations of the issuing entity only and do not represent an interest in or obligation of IndyMac MBS, Inc., IndyMac Bank, F.S.B., or any of their affiliates.

This prospectus supplement may be used to offer and sell the offered certificates only if accompanied by the prospectus.

The classes of certificates offered by this prospectus supplement are listed, together with their interest rates, in the tables under "Summary—Description of the Certificates" on page S-6 of this prospectus supplement. This prospectus supplement and the accompanying prospectus relate only to the offering of the certificates listed above and not to the other classes of certificates that will be issued by the issuing entity.

Credit enhancement for the offered certificates consists of:

- Excess interest;
- Overcollateralization as described in this prospectus supplement under "Description of the Certificates—Overcollateralization";
- Subordination; and
- Loss allocation features.

The credit enhancement for each class of certificates varies. Not all credit enhancement is available for every class. The credit enhancement for the certificates is described in more detail in the prospectus supplement.

The offered certificates also will have the benefit of an interest rate swap contract with IXIS Financial Products Inc., as swap counterparty, as described in this prospectus supplement under "Description of the Certificates—The Swap Contract."

The Class A1-A Certificates also will have the benefit of a corridor contract with IXIS Financial Products Inc., as cap counterparty, as described in this prospectus supplement under "Description of the Certificates—The Corridor Contract."

Neither the seller and servicer nor the depositor is a, nor is either of them affiliated with any, government agency, instrumentality or government sponsored enterprise. The offered certificates are not bank accounts and are not insured by the FDIC or any other governmental entity.

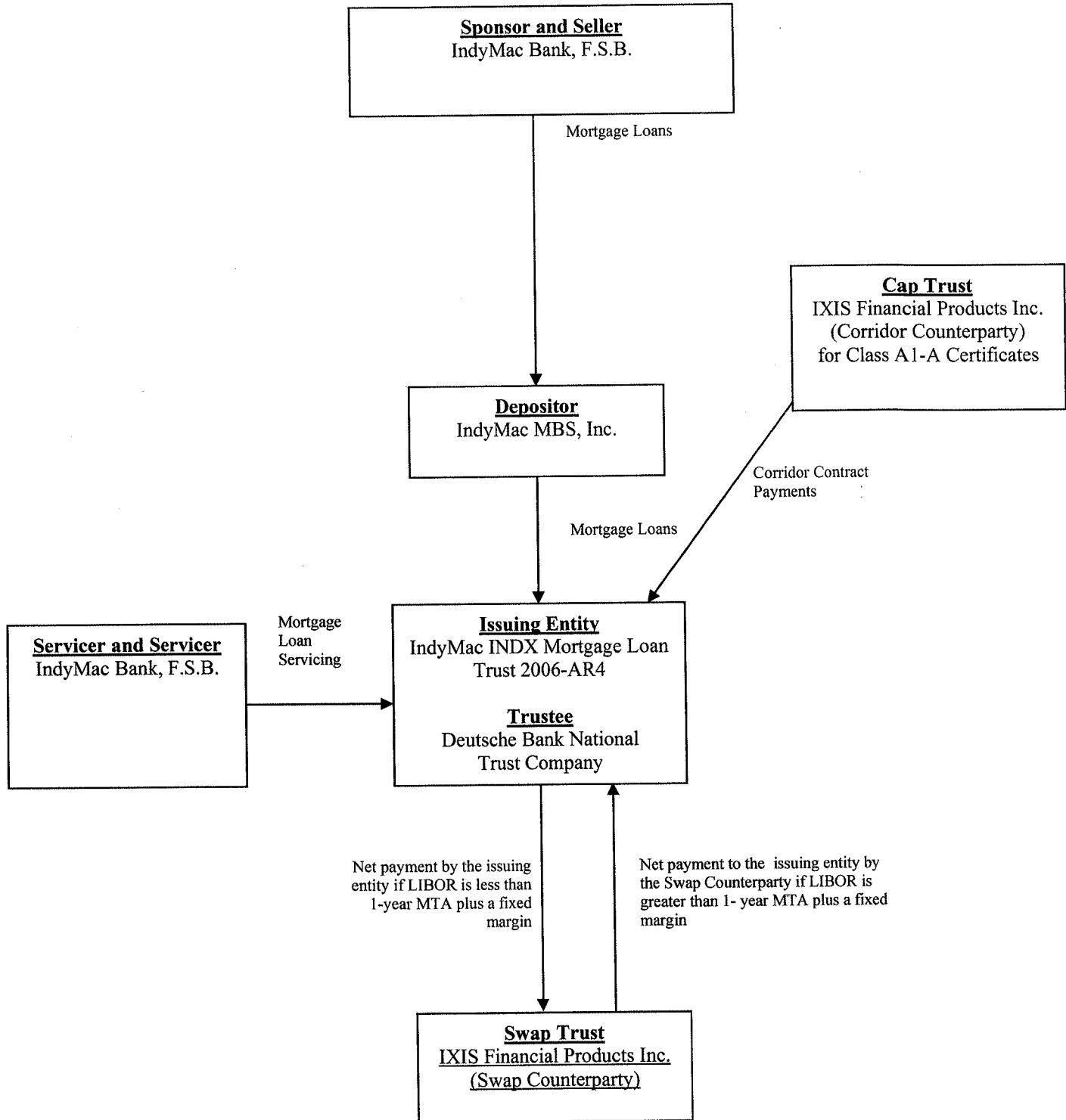
The assets of the issuing entity will be comprised primarily of a pool of 30- and 40-year conventional adjustable-rate negative amortization mortgage loans secured by first liens on one- to four-family residential properties.

These securities have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this prospectus supplement or the prospectus. Any representation to the contrary is a criminal offense.

Lehman Brothers Inc. will offer the certificates listed above to the public at varying prices to be determined at the time of sale. The proceeds to the depositor from the sale of the offered certificates are expected to be approximately 99.96% of the aggregate class certificate balance of the offered certificates plus accrued interest, before deducting expenses. See "Method of Distribution" in this prospectus supplement.

LEHMAN BROTHERS

SUMMARY OF TRANSACTION PARTIES



SUMMARY

- This summary highlights selected information from this document and does not contain all of the information that you need to consider in making your investment decision. To understand all of the terms of an offering of the certificates, carefully read this entire document and the accompanying prospectus.
- While this summary contains an overview of certain calculations, cash flow priorities and other information to aid your understanding, you should read carefully the full description of these calculations, cash flow priorities and other information in this prospectus supplement and the accompanying prospectus before making any investment decision.

The Transaction Parties

Issuing Entity

IndyMac INDX Mortgage Loan Trust 2006-AR4, a common law trust formed under the laws of the State of New York.

Depositor

IndyMac MBS, Inc., a Delaware corporation and a limited purpose finance subsidiary of IndyMac Bank, F.S.B. Its address is 155 North Lake Avenue, Pasadena, California 91101, and its telephone number is (800) 669-2300.

Sponsor, Seller and Servicer

IndyMac Bank, F.S.B., a federal savings bank. Its principal executive offices are located at 888 East Walnut Street, Pasadena, California 91101-7211, Pasadena, California 91101, and its telephone number is (800) 669-2300.

Trustee

Deutsche Bank National Trust Company, a national banking association. The corporate trust office of the trustee is located (i) for purposes of certificate transfers, at DB Services Tennessee, 648 Grassmere Park Road., Nashville, Tennessee 37211-3658, Attention: Transfer Unit and (ii) for all other purposes, at 1761 East St. Andrew Place, Santa Ana, California 92705, Attention: Trust Administration IN06A4, and its telephone number is (714) 247-6000.

Cap Counterparty and Swap Counterparty

IXIS Financial Products Inc., a Delaware corporation. The principal executive office of the cap counterparty and swap counterparty is located at 9 West 57th Street, New York, New York 10019.

The NIM Insurer

After the closing date, a separate trust (or other form of entity) may be established to issue net interest margin securities secured by all or a portion of the Class P and Class C Certificates. Those net interest margin securities may have the benefit of one or more financial guaranty insurance policies that guaranty payments on those securities. The insurer or insurers issuing these financial guaranty insurance policies are referred to in this prospectus supplement as the "NIM Insurer." The references to the NIM Insurer in this prospectus supplement apply only if the net interest margin securities are so insured.

Any NIM Insurer will have a number of rights under the pooling and servicing agreement that will limit and otherwise affect the rights of the holders of the offered certificates. Any insurance policy issued by a NIM Insurer will not cover, and will not benefit in any manner, the offered certificates.

See "Risk Factors—Rights of the NIM Insurer" in this prospectus supplement.

Pooling and Servicing Agreement

The pooling and servicing agreement among the seller, the servicer, the depositor and the trustee, under which the issuing entity will be formed.

Cut-off Date

For any mortgage loan, the later of March 1, 2006 and the origination date of that mortgage loan.

Closing Date

On or about March 31, 2006.

- have the same negative amortization limit, payment adjustment intervals and recast intervals as that of the deleted Mortgage Loan,
- have the same index and Payment Cap as the deleted Mortgage Loan and a gross margin not more than 1% per annum higher than, and not lower than that of the deleted Mortgage Loan,
- have a Loan-to-Value Ratio not higher than that of the deleted Mortgage Loan,
- have a remaining term to maturity not greater than (and not more than one year less than) that of the deleted Mortgage Loan, and
- comply with all of the representations and warranties set forth in the pooling and servicing agreement as of the date of substitution.

This cure, repurchase or substitution obligation constitutes the sole remedy available to certificateholders or the trustee for a material omission of, or a material defect in, a mortgage loan document.

Notwithstanding the foregoing, in lieu of providing the duly executed assignment of the mortgage to the trustee and the original recorded assignment or assignments of the mortgage together with all interim recorded assignments of such mortgage, above, the depositor may at its discretion provide evidence that the related mortgage is held through the MERS® System. In addition, the mortgages for some or all of the Mortgage Loans in the issuing entity that are not already held through the MERS® System may, at the discretion of the Servicer, in the future be held through the MERS® System. For any mortgage held through the MERS® System, the mortgage is recorded in the name of Mortgage Electronic Registration Systems, Inc., or MERS, as nominee for the owner of the Mortgage Loan, and subsequent assignments of the mortgage were, or in the future may be, at the discretion of the Servicer, registered electronically through the MERS® System. For each of the Mortgage Loans, MERS serves as mortgagee of record on the mortgage solely as a nominee in an administrative capacity on behalf of the trustee, and does not have any interest in the Mortgage Loan. ✓

THE SELLER

✓
IndyMac Bank will be the seller of the Mortgage Loans. The principal executive offices of the Seller are located at 888 East Walnut Street, Pasadena, California 91101-7211, Pasadena, California 91101. IndyMac Bank is a wholly-owned subsidiary of IndyMac Intermediate Holdings, Inc., which is a wholly-owned subsidiary of IndyMac Bancorp, Inc. The business now operated by IndyMac Bank began in 1993. On July 1, 2000, this business was transferred by a predecessor company to IndyMac Bank and began operation as a federal savings bank.

Origination Process

IndyMac Bank acquires mortgage loans principally through four channels: mortgage professionals, consumer direct, correspondent and conduit. IndyMac Bank also acquires a relatively small number of mortgage loans through other channels.

Mortgage professionals: Mortgage brokers, mortgage bankers, financial institutions and homebuilders who have taken applications from prospective borrowers and submitted those applications to IndyMac Bank.

Consumer direct: Mortgage loans initiated through direct contact with the borrower. This contact may arise from internet advertising and IndyMac Bank website traffic, affinity relationships, company referral programs, realtors and through its Southern California retail banking branches.

Correspondent: Mortgage brokers, mortgage bankers, financial institutions and homebuilders who sell previously funded mortgage loans to IndyMac Bank.

Conduit: IndyMac Bank acquires pools of mortgage loans in negotiated transactions either with the original mortgagee or an intermediate owner of the mortgage loans.

Assignment of the Mortgage Loans

Pursuant to the pooling and servicing agreement, on the closing date the depositor will assign without recourse to the trustee in trust for the benefit of the certificateholders all interest of the depositor in each Mortgage Loan and all interest in all other assets included in IndyMac INDX Mortgage Loan Trust 2006-AR4. This assignment will include all scheduled payments received on account of the Mortgage Loans that were due after the Cut-off Date but will not include any scheduled payments due on or before the Cut-off Date.

In connection with the assignment of the Mortgage Loans, the depositor will deliver or cause to be delivered to the trustee the mortgage file, which contains among other things, the original mortgage note (and any modification or amendment to it) endorsed in blank without recourse, except that the depositor may deliver or cause to be delivered a lost note affidavit in lieu of any original mortgage note that has been lost, the original mortgage creating a first lien on the related mortgaged property with evidence of recording indicated thereon, an assignment in recordable form of the mortgage, the title policy with respect to the related mortgaged property and, if applicable, all recorded intervening assignments of the mortgage and any riders or modifications to the mortgage note and mortgage (except for any documents not returned from the public recording office, which will be delivered to the trustee as soon as they are available to the depositor). With respect to up to 30% of the Mortgage Loans, the depositor may deliver all or a portion of each related mortgage file to the trustee not later than five business days after the closing date. Assignments of the Mortgage Loans to the trustee (or its nominee) generally will not be recorded in a public office for real property records in California and other states where, in the opinion of counsel, recording is not required to protect the trustee's interest in the Mortgage Loan against the claim of any subsequent transferee or any successor to or creditor of the depositor or the seller. Under certain circumstances specified in the pooling and servicing agreement, the assignments will be recorded (at the Servicer's expense).

The trustee will review each mortgage file within 90 days of the closing date (or promptly after the trustee's receipt of any document permitted to be delivered after the closing date) and if any document in a mortgage file is found to be missing or defective in a material respect adverse to the interests of the certificateholders in the related Mortgage Loan and the seller does not cure the defect within 90 days of notice of the defect from the trustee (or within such longer period not to exceed 720 days after the closing date as provided in the pooling and servicing agreement in the case of missing documents not returned from the public recording office), the seller will be obligated to repurchase the related Mortgage Loan from the issuing entity. The trustee will hold the Mortgage Loan documents in trust for the benefit of the certificateholders in accordance with its customary procedures, including storing the documents in fire-resistant facilities. Rather than repurchase the Mortgage Loan as provided above, the seller may remove the Mortgage Loan (referred to as a deleted Mortgage Loan) from the issuing entity and substitute in its place another Mortgage Loan (referred to as a replacement Mortgage Loan); however, substitution is permitted only within two years of the closing date and may not be made unless an opinion of counsel is provided to the trustee to the effect that the substitution will not disqualify any REMIC or result in a prohibited transaction tax under the Code. Any replacement Mortgage Loan generally will, on the date of substitution, among other characteristics set forth in the pooling and servicing agreement,

- have a principal balance, after deduction of all scheduled payments due in the month of substitution, not in excess of, and not more than 10% less than, the Stated Principal Balance of the deleted Mortgage Loan (the amount of any shortfall to be deposited by the seller in the Certificate Account and held for distribution to the certificateholders on the related Distribution Date (a "*Substitution Adjustment Amount*")),
- have a Mortgage Rate not lower than, and not more than 1% per annum higher than, that of the deleted Mortgage Loan,
- have a Maximum Mortgage Rate not more than 1% per annum higher than and not lower than the Maximum Mortgage Rate of the deleted Mortgage Loan,

requested by title court



2009-0032110

Recording requested by:
Quality Loan Service Corp

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 14.00

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

08:01AM 04-Jun-2009 EC Page 1 of 2

2

Space above this line for Recorder's use

TS No.: CA-09-285920-TC

Loan No.: 1007000803

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$29,449.53 as of 6/3/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

One West Bank FSB
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: CA-09-285920-TC

Loan No.: 1007000803

Notice of Default and Election To Sell Under Deed of Trust

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 1/17/2006, executed by MARINA READ, TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK, as beneficiary, recorded 1/26/2006, as Instrument No. 2006-0006398, in Book xxx, Page xxx of Official Records in the Office of the Recorder of SANTA BARBARA County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$827,750.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 12/1/2008, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2923.5.

Dated: 6/3/2009

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LSI Title Company



If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

State of California
Secretary of State

CERTIFICATE OF NO RECORD

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That I am the Official Custodian of records for the Office of the Secretary of State. In that capacity I have conducted a diligent search and have failed to find any records of a filing in this office in accordance with Section 1812.600 of the Civil Code of the State of California for the following:

Quality Loan Service Corporation aka QLSC

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
8th day of February 2012



Debra Bowen

DEBRA BOWEN
Secretary of State

Recording requested by:

When recorded mail to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Space above this line for recorders use

TS # CA-09-285920-TC
MERS MIN No.:
100055401226364737

Order # 090379496-CA-DCI

Loan # 1007000803

Substitution of Trustee

WHEREAS, MARINA READ, TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004 was the original Trustor, FIDELITY NATIONAL TITLE INSURANCE CO. was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK A FEDERAL SAVINGS BANK was the original Beneficiary under that certain Deed of Trust dated 1/17/2006 and recorded on 1/26/2006 as Instrument No. 2006-0006398, in book xxx, page xxx of Official Records of SANTA BARBARA County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

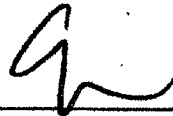
NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Substitution of Trustee - CA
TS # CA-09-285920-TC
Page 2

Dated: 6/3/2009

OneWest Bank FSB


By: 
Erica A. Johnson-Sock
Vice President

State of Texas)
County of Williamson

On 6/11/09 Date before me, Mai Thao a notary public, personally appeared Erica A. Johnson-Sock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**Affidavit of Mailing
for Substitution of Trustee By Code**

TS No.: **CA-09-285920-TC**

Trustor: **MARINA READ , TRUSTEE OF THE MARINA READ LIVING TRUST DATED
DECEMBER 21, 2004**

I, Cynthia Tran, declare: That I am an employee of **Quality Loan Service Corp.**, an agent for beneficiary, whose business address is:

2141 5th Avenue
San Diego, CA 92101

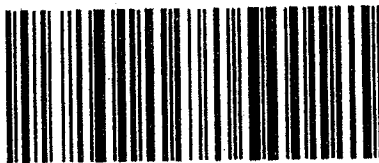
I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 6/18/2009.

/s/

Cynthia Tran

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



7103 9628 5941 3893 9625



ST03



CA-09-285920-TC
MARINA READ, TRUSTEE
284 CORONADO DRIVE
GOLETA, CA 93117



4123857

*Rec'd
6/17*

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Date: 6/15/2009

T.S. Number: CA-09-285920-TC
Loan Number: 1007000803

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
One West Bank FSB
2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of 6/3/2009 the total delinquency owed was \$29,657.53, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.
4. As of 6/15/2009, the amount required to pay the entire debt in full was the unpaid principal balance of \$922,483.78, plus interest from 11/1/2008, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call 619-645-7711.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

Important Notice Regarding Alternatives to Foreclosure

If you would like information regarding the options available,
Please call, email, or fax us:

Home Retention Department
877-88MYQLS (877-886-9757)
Email: Homeretention@qualityloan.com
Fax: (619) 568-3574

Please fax or email the attached financial form(s) to expedite our ability to help you process your request.

If you would like to obtain an exact figure as to the amounts needed to cure the default or pay the loan in full, forward your request for reinstatement figures and/or payoff quotes to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
Fax (619) 568-3599
or call:

Payoff and Reinstatement Department - 877-REINST8 (877-734-6788)

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 569-4287.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure. Be sure to notify Quality Loan Service or your lender in the event your property is listed or under contract for sale or the foreclosure may take place notwithstanding your expected sale.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

requested by title court

Recording requested by:

When recorded mail to:

One West Bank FSB
6900 Beatrice Drive
Kalamazoo, MI 49009

2009-0038647

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 14.00

08:01AM 30-Jun-2009 ML Page 1 of 2



2

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TS # CA-09-285920-TC
MERS MIN No.:
100055401226364737

Order # 090379496-CA-DCI

Loan # 1007000803
Investor No. 0122636473

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

OneWest Bank FSB

all beneficial interest under that certain Deed of Trust dated 1/17/2006 executed by **MARINA READ , TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004**, as Trustor(s) to **FIDELITY NATIONAL TITLE INSURANCE CO.**, as Trustee and recorded as Instrument No. 2006-0006398, on 1/26/2006, in Book xxx, Page xxx of Official Records, in the office of the County Recorder of **SANTA BARBARA County, CA** together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Effective Date: 5/27/2009 2:29 PM

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A
FEDERALLY CHARTERED SAVINGS BANK A
FEDERAL SAVINGS BANK

By: Roger Stotts Vice President

State of TX
County of Williamson

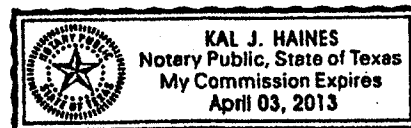
On 6/23/09 before me, Kal Haines a notary public,
personally appeared Roger Stotts, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the
State of Tx that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



requested by title court

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



2009-0056085

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 12.00

03:01AM 14-Sep-2009 Page 1 of 2

090379496

2

TS # CA-09-285920-TC

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 1/17/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **MARINA READ, TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004**
Recorded: **1/26/2006 as Instrument No. 2006-0006398 in book xxx, page xxx of Official Records in the office of the Recorder of SANTA BARBARA County, California;**

Date of Sale: **10/1/2009 at 1:00 PM**

Place of Sale: **At the main entrance to the County Courthouse, 1100 Anacapa Street, Santa Barbara, CA 93101**

Amount of unpaid balance and other charges: **\$948,033.77**

The purported property address is: **284 CORONADO DRIVE
GOLETA, CA 93117**

Assessors Parcel No. **079423001**

**"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
Representation as to its effect upon title"**

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, please refer to the referenced legal description for property location. In the event no common address or common designation of the property is provided herein directions to the location of the property may be obtained within 10 days of the date of first publication of this Notice of Sale by sending a written request to OneWest Bank, FSB 2900 Esperanza Crossing Austin TX 78758

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

[1] The mortgage loan servicer has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed;

[2] The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 .

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Date: 9/8/2009

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727 or Login to: www.fidelityasap.com
Reinstatement Line: (877) 908-4357


Quality Loan Service Corp. by: Conie Legaspi, as Authorized Agent.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

requested by title court



2009-0077786

Recorded
Official Records
County of
Santa Barbara
Joseph E. Holland

REC FEE 12.00

08:01AM 30-Dec-2009 MM Page 1 of 2

TS # CA-09-285920-TC

Order # 090379496-CA-DCI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 1/17/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **MARINA READ, TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004**
Recorded: **1/26/2006 as Instrument No. 2006-0006398 in book xxx, page xxx of Official Records in the office of the Recorder of SANTA BARBARA County, California;**

Date of Sale: **1/19/2010 at 1:00 PM**

Place of Sale: **At the main entrance to the County Courthouse, 1100 Anacapa Street, Santa Barbara, CA 93101**

Amount of unpaid balance and other charges: **\$957,841.23**

The purported property address is: **284 CORONADO DRIVE
GOLETA, CA 93117**

Assessors Parcel No. **079423001**

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, please refer to the referenced legal description for property location. In the event no common address or common designation of the property is provided herein directions to the location of the property may be obtained within 10 days of the date of first publication of this Notice of Sale by sending a written request to **OneWest Bank, FSB 2900 Esperanza Crossing Austin TX 78758.**

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

[1] The mortgage loan servicer has not obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed;

[2] The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does apply to this notice of sale.

"This instrument is being recorded as
ACCOMMODATION ONLY and does not
Representation as to its effect."

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

~~If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.~~

Date: 12/9/2009

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-4727 or Login to: www.fidelityasap.com
Reinstatement Line: (877) 908-4357


Quality Loan Service Corp. by: Karla Sanchez, as Authorized Agent.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

State of California
Secretary of State

CERTIFICATE OF NO RECORD

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That I am the Official Custodian of records for the Office of the Secretary of State. In that capacity I have conducted a diligent search and have failed to find any records of a filing in this office in accordance with Section 1812.600 of the Civil Code of the State of California for the following:

Ryan Reynosa

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
6th day of December 2011



Debra Bowen

DEBRA BOWEN
Secretary of State

State of California
Secretary of State

CERTIFICATE OF NO RECORD

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That I am the Official Custodian of records for the Office of the Secretary of State. In that capacity I have conducted a diligent search and have failed to find any records of a filing in this office in accordance with Section 1812.600 of the Civil Code of the State of California for the following:

LPSASAP aka ASAP aka LPS

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
6th day of December 2011



Debra Bowen

DEBRA BOWEN
Secretary of State

requested by title court

Recording requested by:

When recorded mail to:
OneWest Bank, FSB
888 East Walnut Street
Pasadena, CA 91101



2010-0003802

Recorded | REC FEE | 20.00
Official Records |
County of |
Santa Barbara |
Joseph E. Holland |

08:01AM 26-Jan-2010 | MM
Page 1 of 2



2

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TS # CA-09-285920-TC
MERS MIN No.:
100055401226364737

Order # 090379496-CA-DCI

Loan # 1007000803
Investor No. 0122636473

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2006-AR4, Mortgage Pass-Through Certificates, Series 2006-AR4 under the Pooling and Servicing Agreement dated March 1, 2006

all beneficial interest under that certain Deed of Trust dated 1/17/2006 executed by **MARINA READ**, **TRUSTEE OF THE MARINA READ LIVING TRUST DATED DECEMBER 21, 2004**, as Trustor(s) to **FIDELITY NATIONAL TITLE INSURANCE CO.**, as Trustee and recorded as Instrument No. **2006-0006398**, on 1/26/2006, in Book xxx, Page xxx of Official Records, in the office of the County Recorder of **SANTA BARBARA** County, CA together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

**"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
Representation as to its effect upon title"**

Effective Date: 1/7/2010

OneWest Bank FSB

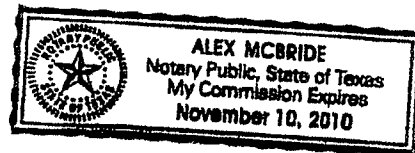
By: Suchan Murray Authorized Signatory

State of Texas)
County of Travis)

On 1/7/2010 before me, Alex McBride a notary public,
personally appeared Suchan Murray, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the
State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alex McBride (Seal)



requested by title court

Trustee's Deed Upon Sale

1 | Page

Recording requested by:

When recorded mail to:

OneWest Bank, FSB
2900 Esperanza Crossing
Austin, TX 78758

Forward tax statements to the address given above



2010-0003803

Recorded	REC FEE	18.00
Official Records		
County of		
Santa Barbara		
Joseph E. Holland		

08:01AM 26-Jan-2010 MM Page 1 of 2

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TS # CA-09-285920-TC

Order # 090379496-CA-DCI

Trustee's Deed Upon Sale

A.P.N.: 079423001

Transfer Tax: \$0.00

The undersigned grantor declares:

The grantee herein IS the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$964,514.75

The amount paid by the grantee at the trustee sale was: \$515,599.17

The documentary transfer tax is: None

Said property is in the City of: GOLETA, County of SANTA BARBARA

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Deutsche Bank National Trust Company, as Trustee of the **IndyMac INDX Mortgage Trust 2006-AR4**, Mortgage Pass-Through Certificates, Series 2006-AR4 under the Pooling and Servicing Agreement dated March 1, 2006

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **SANTA BARBARA**, State of California, described as follows:

LOT 30 OF TRACT 10,358, UNIT ONE, IN THE CITY OF GOLETA, IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 73, PAGES 83 TO 85, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPTING THEREFROM ALL OF THE OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET VERTICAL FEET BELOW THE SURFACE OF SAID LAND, HOWEVER, WITHOUT THE RIGHT OF SURFACE ENTRY.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **MARINA READ**, TRUSTEE OF THE **MARINA READ LIVING TRUST DATED DECEMBER 21, 2004**, as trustor, dated 1/17/2006, and recorded on 1/26/2006 as instrument number 2006-0005398, in Book XXX, Page XXX of Official Records in the office of the Recorder of **SANTA BARBARA**, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of

**"This instrument is being recorded as an
ACCOMMODATION ONLY, with no
Representation as to its effect upon title"**

Trustee's Deed Upon Sale

2 | Page

Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 6/4/2009, instrument no 2009-0032110, Book , Page , of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b

Default occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on 1/19/2010 at the place named in the Notice of Sale, in the County of **SANTA BARBARA**, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being **\$515,599.17** in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

Date: 1/20/2010

QUALITY LOAN SERVICE CORPORATION

By:


Karla Sanchez, Assistant Secretary

State of California)
County of San Diego)

On 1-21-10 before me, **Michelle Nguyen** a notary public, personally appeared **Karla Sanchez**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Michelle Nguyen



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF FORECLOSURE

Posted
1-26-20

ADDRESS: 284 CORONADO DR. GOLETA

We regret to inform you that this property is now owned by One West Bank.

The eviction process has begun but you may be eligible for the 'cash-for-keys' program where the bank will hand you a check for a timely and clean move-out (both tenants and owners are eligible).

Please contact one of us ASAP for details:

TJ Van Deusen: (805) 252-1928

Ricardo Munoz: (805) 451-3064 (espanol)

NOTICE TO VACATE PROPERTY

TO: MARINA READ &
All occupants residing at
284 CORONADO DR
GOLETA, CA 93117

NOTICE IS HEREBY GIVEN THAT DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE ("DEUTSCHE BANK NATIONAL"), or its predecessor in interest, purchased the property located at 284 CORONADO DR, GOLETA, CA 93117 (the "Premises") at a foreclosure sale held in accordance with Civil Code § 2924 and pursuant to the power of sale contained in a Deed of Trust recorded on 1/26/2006 as Instrument Number 2006-0006398 in the Official Records of SANTA BARBARA County, and that title to the Premises is duly perfected in DEUTSCHE BANK NATIONAL.

NOTICE IS FURTHER GIVEN THAT:

1. Within **three (3) days** after service on you of this Notice, if you are the Trustor(s) of the Deed of Trust described above, or a successor in interest to said Trustor(s), or any person who is not a bona fide tenant or subtenant; or,
2. Within **ninety (90) days** after service on you of this Notice, in the event you are a bona fide tenant or a subtenant of the Trustor(s) of the Deed of Trust described above, or a bona fide tenant or a subtenant of a successor in interest to said Trustor(s):

You are required to vacate and surrender possession of the Premises, or the portion in which you reside, to DEUTSCHE BANK NATIONAL through TIMM DELANEY, its agent, who can be reached at 805-895-1109 from 9:00 a.m. to 5:00 p.m. on all business days, unless you provide evidence to the undersigned law firm that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the federal "Protecting Tenants at Foreclosure Act of 2009" ("PTFA") or are protected by Section 703 of the PTFA. Please see Page 2 Addendum of this Notice for instructions on how to deliver this evidence.

If within the applicable period as set forth above, EITHER if you fail to surrender possession OR if you fail to provide evidence that you are a bona fide tenant pursuant to Section 702(a)(2)(A) of the PTFA or are protected by Section 703 of the PTFA, DEUTSCHE BANK NATIONAL will commence eviction proceedings against you to recover possession of the Premises and for damages caused by your unlawful detention of the Premises.

PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.

(NOTICE HAS A SECOND PAGE)

UNLESS CONTACT IS MADE AND ACCEPTABLE EVIDENCE TO SHOW A LEGITIMATE TENANCY IS PRODUCED WITHIN THREE (3) DAYS OF THE SERVICE OF THIS NOTICE, THE EVICTION ACTION WILL BE COMMENCED AGAINST THE ABOVE NAMED FORMER OWNER(S) BASED ON THE THREE (3) DAY PORTION OF THIS NOTICE.

This Notice is given pursuant to the provisions of the PTFA and Code of Civil Procedure §§ 1161, 1161a and 1161b, and if applicable, includes the 60 day Notice required by CCP 1161b within the above 90 day Notice period.

This notice also constitutes a notice of non-renewal of any lease applicable to the Premises.

Dated: June 1, 2010

Robert J. Jackson & Associates, Inc.

AMYE STARRETT

Attorney for DEUTSCHE BANK NATIONAL
OWCA5444

TENANT INFORMATION

IF YOU ARE A TENANT of the prior owner, you must provide the following documents:

- A copy of your lease
- A return phone number and hours to reach you
- The receipt for the last six (6) payments made to the landlord for the residence

by mail, fax, or in person to:

**Robert J. Jackson & Associates, Inc.
Tenant Occupied Properties Department
4199 Campus Drive, Suite 700
Irvine, CA 92612**

Fax: 949.892.1336

For any questions, please call 949.854.2244, Ext. 208

PARA ASISTENCIA EN ESPANOL LLAME AL 949.854.2244, EXT. 261.

DISCLAIMER:

This Notice is an attempt to collect a debt and any information obtained from you will be used for that purpose. If you notify Robert J. Jackson and Associates, Inc. ("RJJ") at 4199 Campus Drive, Suite 700, Irvine, CA 92612, in writing, within thirty days, that you wish to be provided the name and address of the original creditor if different from the current creditor or that the debt is disputed, RJJ will obtain the requested information and a copy will be mailed to you. Unless you make these requests within thirty days of the date of this Notice the debt will be deemed valid.

CAUTION: Your thirty day rights set forth in this disclaimer do not extend your right to pay or vacate set forth in the Notice, AND, the Notice to pay or vacate does not shorten or otherwise affect your thirty day rights set out in this disclaimer.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name and Address) Robert J. Jackson & Associates, Inc. 4199 Campus Dr Ste 700 Irvine CA 92612		TELEPHONE NO. (949) 854-2244	FOR COURT USE ONLY
ATTORNEY FOR (Name) Insert of Court Name of Judicial District and Branch Court if any			
SHORT TITLE OF CASE			
1951092	(HEARING) Date	Time	Case Number:
		Dept	REFERENCE NO. OWCA5444

PROOF OF SERVICE

AT THE TIME OF SERVICE I WAS AT LEAST 18 YEARS OF AGE AND NOT A PARTY TO THIS ACTION, AND I SERVED THE:
3/90 DAY NOTICE TO VACATE PROPERTY

BY SERVING SAID NOTICE AS AUTHORIZED BY C.C.P. 1162(2,3)
TO THE TENANT: ALL OCCUPANTS

DATE OF DELIVERY: 6/1/2010 TIME OF DELIVERY: 5:00:00 PM

BY POSTING AT PREMISE AND BY LEAVING A COPY FOR SAID TENANT WITH :
MARINA READ, CO-OCCUPANT

A PERSON OF SUITABLE AGE AND DISCRETION AT THE RESIDENCE OR USUAL PLACE OF BUSINESS OF THE TENANT, SAID TENANT BEING ABSENT THEREFROM; AND MAILING A COPY TO SAID TENANT BY DEPOSITING SAID COPIES IN THE UNITED STATES MAIL IN A SEALED ENVELOPE WITH POSTAGE FULLY PREPAID ADDRESSED TO THE TENANT AT THE ADDRESS WHERE SERVED:

ADDRESS: 284 Coronado Dr
Goleta CA 93117 ON 6/1/2010

7a. Person Serving: Peter Scott

d. The fee for service was \$0.00

e. I am:

- (1) not a registered California process server:
(3) X registered California process server:
(i) Independent Contractor
(i) Registration No: 202
(i) County: SANTA BARBARA


b. DDS Legal Support
2900 Bristol St
Costa Mesa, Ca 92626

c. (714) 662-5555

8. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Peter Scott

X



6/4/2010

SIGNATURE

<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA</p> <p>STREET ADDRESS: 1100 Anacapa Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Barbara, California 93101 BRANCH NAME: Santa Barbara-Anacapa Division</p>	<p>FOR COURT USE ONLY</p> <p>FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA BARBARA</p> <p>JUN 17 2010</p> <p>GARY M. BLAIR, Executive Officer BY <i>Terri Chavez</i> TERRI CHAVEZ, Deputy</p>
<p>Caption:</p> <p>Deutsche Bank National Trust Company vs Marina Read</p>	<p>CASE NUMBER: 1370083</p>
<p>NOTICE OF UNLAWFUL DETAINER ACTION - CCP 1161.2</p>	

An eviction action has been filed naming you as a defendant. This notice does not constitute service of the summons and complaint.

The court may not allow access to your court file, index, or register of actions for 60 days after the complaint was filed except pursuant to an ex parte court order upon a showing of good cause by any person.

However, the court shall allow access to the court file to a party in the action, an attorney for one of the parties, or any other person who provides to the court the names of at least one plaintiff and one defendant and provides the address, including any applicable apartment, unit or space number of the subject premises, or can provide the name of one of the parties or the case number and can establish through proper identification that he or she lives at the subject premises.

If a defendant prevails in the action within 60 days after the complaint is filed, the court may not allow access to the court index, register of actions, or any documents in the court file.

The following numbers may be called for legal advice:

Lawyer Referral Services of Santa Barbara County: (805) 568-9400
California Rural Legal Assistance (CRLA): Santa Maria (805) 922-4563
Legal Aid: Santa Barbara (805) 963-6754, Santa Maria (805) 922-9909, Lompoc/Solvang (805) 736-6582
Santa Barbara County Bar Association: (805) 569-5511

CLERK'S CERTIFICATE OF MAILING

I certify that I am not a party of this action and that a true copy of the foregoing was mailed first class, postage prepaid in a sealed envelope addressed as shown, and that the mailing of the foregoing and execution of this certificate occurred at Santa Barbara, California, on 06/17/2010

ALL OCCUPANTS
284 Coronado Drive
Goleta, CA 93117

Marina Read
284 Coronado Drive
Goleta, CA 93117

GARY M. BLAIR, EXECUTIVE OFFICER

TERRI CHAVEZ

Gary M. Blair, Executive Officer

By _____, Deputy

RECEIVED
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA

2012 FEB 15 AM 11:11

MAR 06 2012

GARY M. BLAIR, Executive Officer

COUNTY OF SANTA BARBARA
CLERK OF
THE SUPERIOR COURT

TERRI CHAVEZ, Deputy Clerk

AMY E. STARRETT
Attorney Bar No. 256204
Robert J. Jackson & Associates, Inc.
4199 Campus Drive, Suite 350
Irvine, California 92612-2698
(949) 854-2244; Fax: (949) 854-4752

Attorney for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA - ANACAPA DIVISION JUDICIAL DISTRICT

DEUTSCHE BANK NATIONAL TRUST
COMPANY, as Trustee

Plaintiff,

vs.

MARINA READ; et al.

Defendant.

Case No.: 1370083

**(PROPOSED)
JUDGMENT**

DATE: October 20, 2011
TIME: 9:30am
DIV.: Dept. 6

BY FAX

This court, having on October 20, 2011 granted the motion of Plaintiff for Summary Judgment, and having ordered the entry of judgment as requested in said motion,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee have and recover from Defendant(s) MARINA READ possession of the improved real property located at 284 CORONADO DR, GOLETA, CA 93117 ("Premises"). The clerk of this Court is directed to issue a writ of possession directing the sheriff to take all legal steps necessary to remove Defendant(s) from the Premises. This Judgment shall also run against all occupants pursuant to CCP § 415.46.

Dated: 3/6/12

Denise de Bellefeuille

(JUDGE) (Clerk of Court) OF THE SUPERIOR COURT

DENISE de BELLEFEUILLE

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1 SANTA BARBARA, CALIFORNIA; THURSDAY, MARCH 15, 2012

2 AM SESSION

3 DEPARTMENT NO. 6 HON. DENISE de BELLEFEUILLE, JUDGE

4
5
6 THE COURT: All right. The Read versus
7 Deutsche Bank matter. It's on today for CMC. I don't
8 believe -- okay. Miss Read, you are here.

9 MS. READ: Yes.

10 THE COURT: The demurrer to the Second Amended
11 Complaint was sustained. And Judge Anderle in my
12 absence, I think I was away at a conference, signed the
13 order after hearing. So this -- we're at the end of
14 this action --

15 MS. READ: Excuse me, your Honor. I'm sorry.
16 Go ahead. I'm sorry, your Honor. Go ahead.

17 THE COURT: Your remedy lies with a higher
18 court. So I'm going to take it off calendar, wish you
19 good luck with pursuing your appeal.

20 MS. READ: A few things, your Honor. Yes, I am
21 appealing it. And I'm requesting your bond that was due
22 today to me.

23 THE COURT: I don't owe you a bond.

24 MS. READ: Yes, you do, your Honor, under --

25 THE COURT: I'm not --

26 MS. READ: -- Discovery Code 1454.

27 THE COURT: I'm sorry.

28 MS. READ: So you're denying that?

1 THE COURT: I'm not going to discuss any
2 personal action you may try to take against the Court as
3 a result of the Court's work. We're done.

4 MS. READ: Okay, your Honor.

5 THE COURT: Okay.

6
7 (Proceedings concluded.)
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1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 FOR THE COUNTY OF SANTA BARBARA

3 DEPARTMENT NO. 6

HON. DENISE de BELLEFUILLE, JUDGE

4
5 MARINA READ,

6 Plaintiff,

7 vs.

8 DEUTSCHE BANK NATIONAL TRUST CO.,
9 et al.,

10 Defendants.

)
)
) SUPERIOR COURT

) No. 1370227

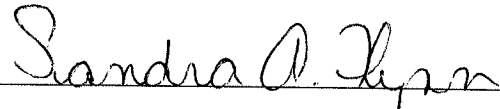
)
) REPORTER'S
) CERTIFICATE

11
12 STATE OF CALIFORNIA)

13 COUNTY OF SANTA BARBARA) ss

14
15 I, SANDRA A. FLYNN, an Official Reporter of the
16 Superior Court of the State of California, for the County
17 of Santa Barbara, do hereby certify that the preceding 2
18 pages, inclusive, comprise a full, true and correct
19 transcript of the proceedings reported by me on March 15,
20 2012, in the above-entitled matter.

21
22
23 Dated this 19th day of March, 2012,

24 

25 SANDRA A. FLYNN, CSR NO. 4794
26
27
28

1 Randall Fox, SBN 84801
2 Terry A. Bartlett, SBN 87478
3 REETZ, FOX & BARTLETT LLP
4 116 East Sola Street
5 Santa Barbara, CA 93101
6 Tel: (805) 965-0523
7 Fax: (805) 564-8675

8 Attorneys for Defendant
9 FEDERAL DEPOSIT INSURANCE
10 CORPORATION, RECEIVER FOR
11 INDYMAC BANK, FSB

12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

13 COUNTY OF SANTA BARBARA

14 MARINA READ, TRUSTEE OF THE MARINA) Case No. 1370227
15 READ LIVING TRUST DATED 12/21/2004 .)

16 Plaintiff,

17 FEDERAL DEPOSIT INSURANCE
18 CORPORATION'S NOTICE OF REMOVAL
19 TO FEDERAL COURT

20 vs.

21 DEUTSCHE BANK NATIONAL TRUST
22 COMPANY, AS TRUSTEE, INDYMAC
23 BANK, FSB, ONEWEST BANK, INDYMAC
24 MORTGAGE SERVICER, QUALITY LOAN
25 SERVICE CORPORATION, MORTGAGE
26 ELECTRONIC REGISTRATION SYSTEMS,
27 INC., (MERS), DOES 1-100,

28 Defendants.

29 **TO THE HONORABLE JUDGES OF THE SUPERIOR COURT FOR THE COUNTY OF**
30 **SANTA BARBARA, PLAINTIFF, DEFENDANTS AND THEIR ATTORNEYS OF RECORD:**

31 PLEASE TAKE NOTICE that on April 5, 2011, the above-captioned action was removed from
32 the Superior Court for the County of Santa Barbara to the United States District Court for the Central
33 District of California, 312 North Spring Street, #G-8, Los Angeles, California 90012.

34 ///

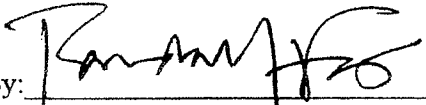
35 ///

1 Pursuant to 28 U.S.C. § 1446(d), the filing of the removal notice in the United States
2 District Court "shall effect the removal," and the State Court "shall proceed no further unless and until
3 the case is remanded" to it by the United States District Court.

4
5 Date: April 6, 2011

Respectfully submitted,

6 REETZ, FOX & BARTLETT LLP

7
8 By: 

9 Randall Fox
10 Attorneys for Defendant
11 FEDERAL DEPOSIT INSURANCE
12 CORPORATION, RECEIVER FOR
13 INDYMAC BANK, FSB
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APR 08 2011

GARY M. BLAIR, Executive Officer

BY Christi Chavez
CHRISTI CHAVEZ, Deputy Clerk

1 WRIGHT, FINLAY & ZAK, LLP

Jonathan M. Zak, Esq., SBN 121592

2 Darlene P. Palaganas, Esq. SBN 203050

3 4665 MacArthur Court, Suite 280

Newport Beach, CA 92660 (Read/Pleading/[Proposed] Order of Dismissal and Judgment)

4 Tel: (949) 477-5050

5 Fax: (949) 477-9200

6 Attorneys for Defendants, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
7 TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2006-AR4, MORTGAGE PASS-
8 THROUGH CERTIFICATES, SERIES 2006-AR4 UNDER THE POOLING AND SERVICING
9 AGREEMENT DATED MARCH 1, 2006 *erroneously sued as* DEUTSCHE BANK
10 NATIONAL TRUST COMPANY, AS TRUSTEE, ONE WEST BANK, FSB, INDYMAC
MORTGAGE SERVICING, *erroneously sued as* INDYMAC MORTGAGE SERVICER, AND
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

11
12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SANTA BARBARA, ANACAPA DIVISION**

15 MARINA READ, an individual,

16
17 Plaintiff,

18 vs.

19
20 DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE, ONE WEST BANK,
21 INDYMAC BANK, FSB, INDYMAC
MORTGAGE SERVICER, QUALITY LOAN
22 SERVICE CORP., MORTGAGE ELECTRONIC
23 REGISTRATION SYSTEMS, INC. AND DOES 1
TO 100,

24
25 Defendants.

) Case No.: 1370227

)
) Assigned for all purposes to:
) Hon. Denise de Bellefeuille

)
) **~~PROPOSED~~ ORDER**
) **SUSTAINING DEMURRER TO**
) **SECOND AMENDED COMPLAINT**
) **AND JUDGMENT OF DISMISSAL**

) Date: March 10, 2011

) Time: 9:30 a.m.

) Dept.: "6"

) Complaint filed: June 23, 2010

26
27 **TO PLAINTIFF AND HER ATTORNEYS OF RECORD, IF ANY:**
28

1 The Demurrer of Defendants DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
2 TRUSTEE OF THE INDYMAC INDX MORTGAGE TRUST 2006-AR4, MORTGAGE PASS-
3 THROUGH CERTIFICATES, SERIES 2006-AR4 UNDER THE POOLING AND SERVICING
4 AGREEMENT DATED MARCH 1, 2006 *erroneously sued as* DEUTSCHE BANK
5 NATIONAL TRUST COMPANY, AS TRUSTEE ("Deutsche Bank"), ONE WEST BANK,
6 FSB ("OWB"), INDYMAC MORTGAGE SERVICING, *erroneously sued as* INDYMAC
7 MORTGAGE SERVICER ("IndyMac Mortgage Servicing"), and MORTGAGE ELECTRONIC
8 REGISTRATION SYSTEMS, INC. ("MERS") ("Defendants") to Plaintiff MARINA READ
9 ("Plaintiff")'s Second Amended Complaint ("SAC") came on regularly for hearing on March 11,
10 2011 at 9:30 a.m. in Department "6" of the above-entitled court. Jonathan M. Zak appeared for
11 Defendants. All other appearances are as noted in the Court's record.

12 Upon consideration of the papers filed with the Court, the arguments presented at the
13 hearing and good cause appearing, the Court issued its ruling.

14 **IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:**

15 1. The Demurrer of Defendants DEUTSCHE BANK, OWB, INDYMAC
16 MORTGAGE SERVICING and MERS ("Defendants") to Plaintiff's SAC is sustained without
17 leave to amend.

18 2. Plaintiff's entire action is dismissed with prejudice as to Defendants DEUTSCHE
19 BANK, OWB, INDYMAC MORTGAGE SERVICING and MERS.

20 3. Judgment is Ordered in favor of DEUTSCHE BANK, OWB, INDYMAC
21 MORTGAGE SERVICING and MERS, and against Plaintiff.

22 **IT IS SO ORDERED.**

23
24 Dated: 4/8/11

25 THOMAS P. ANDERLE
26
27 JUDGE OF THE SUPERIOR COURT
28

Marina Read, litigant
284 Coronado Dr.
Goleta, California 93117

SANTA BARBARA SUPERIOR COURT
c/o Judge de Bellefeuille
Dept. 6
1100 Anacapa Street

Santa Barbara, CA 93101

December 19, 2011- First mailing - RETURNED

Certified Mail #:70111 0110 0002 1445 5697

March 13, 2012 - Second service in Court -DENIED

March 13, 2012 - Third attempt at chambers-DENIED

March 13, 2012 - Fourth attempt – Filed # 1370083

March 13, 2012 - Courtesy copy at chambers– REFUSED

Copy of BOND DUE 3/15/2012 to Ms. Read from Judge

March 15, 2012 – Fifth service in Court – REFUSED

March 15, 2012 – Sixth attempt - Filed #1370227

CASE NOs. 1370083 & 1370227

Re: CONSTRUCTIVE NOTICE and demand for a photocopy of Judge de Bellefeuille's
Legislatively mandated Government Code 1454 surety bond:

NOTICE

TO ALL JUDICIAL AND COURT OFFICERS WHO MAY BECOME CONNECTED TO THIS CAUSE, ACTING WITHIN YOUR OFFICIAL OR PERSONAL CAPACITIES, THE BELOW MIRANDA ADVISEMENT WILL SERVE AS NOTICE TO YOU THAT WHATEVER YOU DO OR SAY IN OR OUT OF AN OFFICIAL PROCEEDING REGARDING THIS MATTER WILL BE RECORDED FOR FUTURE EVIDENCE TO WIT:

You have the right to remain silent. Anything you say (or do) in furtherance of this cause can and will be used as evidence against you in a higher court of law. You have the right to have an attorney present during questioning. If you cannot afford an attorney, one will be appointed for you.

DEMAND

This document constitutes lawful request and notification pursuant to Government Code Section 1460, which provides in pertinent parts: *Every officer with whom official bonds are filed shall carefully keep and preserve the bonds. He/She shall give certified copies thereof to any person demanding copies, upon being paid the same fees as are allowed by law for certified copies of papers in other cases;* and to exercise my unalienable rights preserved by the Constitution of the United States, specifically the Bill of Rights, in particular the First, Fourth, Fifth, Sixth, Seventh, Ninth and Fourteenth Amendments to said constitution, and the Constitution for the State of California. Additionally, pursuant to your oath of office, which is required for public officers and employees of this State, you are required by oath to uphold my rights within the aforementioned

**** YOU HAVE 3 DAYS TO RESPOND ON A POINT-BY-POINT BASIS. ****
OR YOU MAY BE FOUND IN DEFAULT AND WILL BE DEEMED TO HAVE ACQUIESCED
TO EVERY MATERIAL FACT AND LAW IN THIS MATTER.

C.C.P 995.260. If a bond is recorded pursuant to statute, a certified copy of the record of the bond with all affidavits, acknowledgments, endorsements, and attachments may be admitted in evidence in an action or proceeding with the same effect as the original, without further proof.

Your failure to respond and produce **a certified copy of the record of the Government Code 1454 bond** with all required affidavits, acknowledgments, endorsements, and attachments as may be admitted in evidence in an action or proceeding within 3 days from your receipt of this letter or rebut in writing with particularity and specificity everything in this letter with which you disagree, constitutes your lawful, legal and binding agreement with...and admission to the fact that everything in this Notice is true, correct, legal, lawful and binding upon you in any court anywhere in the United States of America, without your protest or the objection of those who may represent you, in addition to your acknowledgment that pursuant to GOVERNMENT CODE 1770 subdivision (i), that the office that you presume to hold became vacant on the event that before the expiration of the term, when you refused or neglect to file your required **bond** within the time prescribed by law.

Your silence or non response is your acquiescence.

"Silence can only be equated with fraud where there is a legal or moral duty to speak or where an inquiry left unanswered would be intentionally misleading".

U.S. vs. Tweel, 550 F.2d 297 (1997)
U.S. vs. Prudent

"Silence is a specie of conduct, and constitutes an implied representation of the existence of the state of facts in question..."

Carmine vs. Bowen, 64 A. 932 (1906)

"Notification of legal responsibility is the first essential of due process of law."

Connally vs. General Construction Co, 269 U.S. 385, (1926)

The surety bonds referenced in the Government Code and the Code of Civil Procedure pertains to a monetary scheme created to provide that the person to whom it may pertain (the principal), will well, truly, and faithfully perform **all official duties then required of him/her by law, and also all such additional duties as may be imposed on him/her by any existing law of the State** or law enacted subsequently to the execution of the bond.

Such duties incorporate obedience to their oath of office in which they swore to uphold the Constitutions which are the highest law in the state...the oath being taken by a variety of public servants who are in a position of private or public trust. The surety bond requires paying over certain amounts to a defendant or persons of such class in the event of breach of fiduciary duties or violation of oath of office.

The following are enactment (in pertinent part) by the legislature of the State of California:

GOVERNMENT CODE 1454. Unless otherwise provided, the official bonds of state officers prescribed by law shall be approved by either the Governor or the Director of General Services and filed and recorded in the office of the Secretary of State.

GOVERNMENT CODE 1455. Unless otherwise provided, all official bonds of state officers and employees not expressly prescribed by law shall be forwarded to the Department of General Services for recordation. Upon such recordation the Department of General Services shall forward the bonds to the Secretary of State where they shall be filed.

GOVERNMENT CODE 1770. An office becomes vacant on the happening of any of the following events before the expiration of the term:

- (i) His or her refusal or neglect to file his or her required oath or bond within the time prescribed.

GOVERNMENT CODE 1222. Every willful omission to perform any duty enjoined by law upon any public officer, or person holding any public trust or employment, where no special provision is made for the punishment of such delinquency, is punishable as a misdemeanor.

GOVERNMENT CODE 18200. A person shall not be knowingly employed by any state agency or court who either directly or indirectly carries on, advocates, teaches, justifies, aids, or abets a program of sabotage, force and violence, sedition, or treason against the Government of the United States or of this state.

Any person employed by any state agency or court shall be immediately discharged from his employment when it becomes known to his appointing power that he has, during the period of his employment, committed any such act. Money appropriated from the treasury shall not be expended to compensate any person whose employment is forbidden by this section.

If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Chapter 12 (commencing with Section 3560) of Division 4 of Title 1, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

GOVERNMENT CODE 1303. (in pertinent part) Every person who exercises any function of a public office without taking the oath of office, or without giving the required bond, is guilty of a misdemeanor.

GOVERNMENT CODE 1454. Unless otherwise provided, the official bonds of state officers prescribed by law shall be approved by either the Governor or the Director of General Services and **filed and recorded in the office of the Secretary of State.**

C.C.P. 995.850. (in pertinent part)

(a) The liability on a bond under this article may be enforced by or for the benefit of, and in the name of, *(the State of California)* any and all persons for whose benefit the bond is given who are damaged by breach of the condition of the bond.

(b) A person described in subdivision (a) may, in addition to any other remedy the person has, enforce the liability on the bond in the person's own name, without assignment of the bond.

"Officers of the Court have no immunity from liability when violating constitutional rights."

See also Maine v Thiboutot, Supra. Owens v City of Independence (Citations Omitted).

FEDERAL LIABILITY

All officers and employees as a prerequisite to their employment with the state are required to take an oath to the Constitution of the State of California and through that constitution, are inextricably bound to the Constitution for the United States notwithstanding the absence of codes specifically prescribing such duty in respect to their office.

It is presumed that judges have superior knowledge of the law as they have taken an Oath to support and defend the Constitution of the United States and of the STATE OF CALIFORNIA.

It would be unconscionable for any judge to have taken such an oath and not be able to recite it as an actor doing a monolog...otherwise, taking the oath to a document of which one is not aware of its text makes a mockery of justice and such person proceeds on the wrong foot from day one. Unfortunately, predicated on my experience and observations in a certain courtroom...and due to the utter disregard for the law in respect to my rights and duties of all concerned...it is my contention that you Mrs. De Bellefeuille may be proceeding in the office of judge in violation of the Constitution of the United States of America as the oath that you took binds you to the Bill of Rights at Article XIV and its provision that you protect my rights of due process and equal protection of the law at Article V.

Such rights have been shamefully and abysmally violated in this case.

Title 28 United States Code Section 242 provides the following:

"Any citizen, who under color of law, statute, ordinance, regulation or custom, willfully subjects any inhabitants of any state, territory, or district to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States...shall be fined or imprisoned not more than one year or both."

Both Constitutions to which you took an oath demands that you abide and uphold all laws... including the laws set forth at the California Government Code and Civil Code in respect to procuring a bond (or in the alternative an insurance policy) for lest your acts cause me injury.

If the legislatively required bonds have not been procured, any government actor lacking in such credentials acts under color of law and/or authority to my injury, also risks violation of Title 18 U.S.C. §§1961 through 1964 et. Seq., "RICO" and Sec.1951 Obstruction of Justice.

A R.I.C.O. enterprise may include courts:

United States v. Angelilli, 660 F. 2d 23 (2nd Cir. 1981). (See *United States v. Thompson*, 685 F.2d 993 (6th Cir.1982), alleging that Governor's office in Tennessee was a criminal enterprise.) See also *United States v. Stratton*, 649 F.2d 1066 (1981) alleging that Florida's Third Judicial Circuit met the requisite of a RICO enterprise; *United States v. Clark*, 646 F.2d 1259 (8th Cir. 1981), holding that a governmental agency can be a RICO enterprise, and listed several, including examples: the office of county judge to be an enterprise under the RICO Act and any other government agencies or offices; *United States v. Altomare*, 625 F.2d 5, 7, n.7 (4th Cir. 1980), the office of county prosecutor; *United States v. Grzywacz*, 603 F.2d 682, 686 (7th Cir. 1979), the city police department.

There exists an oath that is required of attorneys to support the Constitutions which is part of the procedure becoming members of the State Bar. The responsibility under that oath never expires until termination of enrollment on the State Bar.

All judges remain "attorneys under oath" in which they swore to support the Constitution for the United States at all times most especially when the rights of an accused are violated. Neglect in this area invokes "Perjury of Oath" and causes "perjury" to become a relevant matter pursuant to the Congressional definitions provided at Federal Rules of Criminal Procedure Rule 9 (b), 12 (d), the 14th Amendment, Title 42 United States Code 1983 Note 337; *Rucker vs. Martin* Note 349.

It is clear that the case to which this matter is related is proceeding in the absence of either subject matter jurisdiction or in-personom jurisdiction as such must be lawfully acquired by adhering to due process of law.

It is a scourge upon the hope of "justice" that any man or woman should be a victim of sham proceedings predicated on custom and practice and be compelled to accept it as due process of law.

Those ignorant of their rights under law may not protest...but if directed toward right action..., they know in their hearts that "something is wrong" and that whatever stench plagued Denmark, ill winds have now caused poisonous substance to enter certain courtrooms or our state.

Perjury of Oath is a "Constitutional Tort" so claims Title 42 U.S.C. 1983 which follows:

"Every citizen, who under color of any statute, ordinance, regulation, custom or usage, or any state or territory, subjects or causes to be subjected any citizen of the United States or any other citizen within the jurisdiction thereof, to the deprivation of any rights, privileges or immunities secured by the United

States Constitution and laws shall be liable to the party injured in action at law, suit in equity or other proper proceeding for redress."

See also F.R.C.P 9(b), Rule 12 (d), Title 42 U.S.C.A. 1986 regarding the wrong committed; Title 42 U.S.C.A. 1985 regarding conspiracy with high standards in respect to cause "fraud" upon the party injured herein, and 42 U.S.C.A.1983 regarding the injury of Constitutional Rights pursuant to the 4th, 7th, 14th Amendment Equal Protection of the law in addition to the 5th amendment due process of law.

The request for a copy of the required bond/insurance is written in obedience of the following congressional mandate:

"Title 42 U.S.C.A. 1986 "ACTION FOR NEGLIGENCE TO PREVENT"

"Every citizen, who having knowledge that any of the wrongs conspired to be done, and mentioned in section Title 42 U.S.C. 1985 of this title, are about to be committed, and having power to prevent or in preventing the commission of the same, neglects or refused to do so, if such wrongful act be committed, shall be liable to the party injured, or citizens legal representatives, for all damages caused by such wrongful act which such citizen by reasonable diligence could have prevented, and such damages may be recovered in an action on the case; and any number of citizens guilty of such wrongful neglect or refusal may be joined as a party in action."

NOTICE: Title 42 U.S.C.A. 1985 Pg 36-37, Note 69:

"Damages in claim for violation of U.S. constitutionally guaranteed rights damages are recovered, normal damages may be presumed, and nominal damages may in appropriate circumstances support award of exemplary damages."

Tracy vs. Robins D.C.S.C. 1966, 40 Fed 108 Appeal Dismissed 373 F. 3D 13.

NOTICE: Title 42 U.S.C.A. 1983 P77 No 39:

"In order to establish personal liability on part of government official in federal civil rights law action, under Title 42 U.S.C. 1983, it is enough to show that official acting under color of law caused deprivation of Constitutional Right in contrast. Government entity is liable in official capacity suit under Title 42 U.S.C. 1983 only when entity is the moving force behind deprivation. Thus requiring entity policy or custom to have played a part in violation of Federal law."

Ref Kentucky vs. Graham 1985 475, U.S.159 85 L.Ed. 2d 114,
105 S. Ct. 3099.

A public servant cannot lawfully engage in actions not consistent with his/her oath; he/she cannot act in opposition to Constitutional requirements. In such instances, the public servants perjure his/her oath, invoked the self-executing section 3 and 4 of the 13th Amendments, vacated his/her office and forfeited all benefits of that former office including salary and pensions.

In concurrence with the procedures set forth by the legislature of this state in the text of the Government Code that I have cited in the forgoing and being mindful that my rights protected by the Constitution for the United States as the highest law in the land supersedes....hopefully you agree that the record of the MINUTE ORDER and mailed notices are inaccurate, constitute false presentments, sham proceedings, are violative of my rights of due process and equal protections under the law and that the matter must be dismissed.

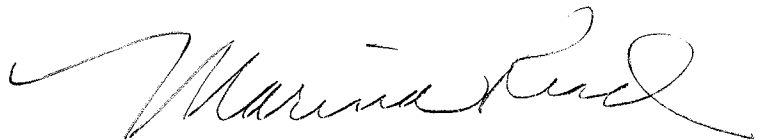
Based on the forgoing and for a variety of reasons not addressed herein, I request that the required bonds be submitted on the record of this case and a copy of said document be mailed to me by registered mail within the above prescribed time.

In submitting this document, I reserve all of my rights and have not agreed either in writing, orally or by implication to have waived any of my rights secured by the Constitution of the United States of America, the Constitution for the State of California, or any of my rights not enumerated within either documents, nor rights set forth within the text of the laws of the State of California or within the legislative additions or amendments that expand the draft of a private work now known as the Codes of the State of California.

Your failure to respond on a point-by-point basis within the specified time allowed will be deemed as your acquiescence to all material facts and law herein presented and will bar you from contesting any issue of fact or law presented in this Notice and Demand in any court (including the one in which you presently sit) of competent jurisdiction anywhere in the United States of America.

Thank you for your timely professional consideration.

Date: December 19, 2011 - First mailing
March 13, 2012 - Second service

A handwritten signature in black ink, appearing to read "Marina Read", with a stylized, flowing script.

Marina Read, Pro Se Litigant

FILED

1 Marina Read
2 284 Coronado Drive
3 Goleta, California 93117
4 Telephone: 805-698-1498

2012 MAR 28 AM 11:21

5 "Private Attorney General"

U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

6 All Rights Reserved
7 Without Prejudice

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

11 Marina Read,
12 Plaintiff,

Case No.: **CV12-02662-JHN(MAW)**

13 vs.

14 Denise de Bellefeuille,
15 Joseph E. Holland,
16 Gary M. Blair,
17 Deputy R. Clarke,
18 Amy E. Starrett,
19 John C. Saginaw,
20 Doug V. Pham,
21 Parnaz Parto,
22 Robert J. Jackson & Associates, Inc.,
23 Richard A. Nyznyk,
24 OneWest Bank, FSB,
25 Quality Loan Service Corporation,
26 FidelityASAP,
27 LPS/ASAP, (aka) Lender Processing
28 Services, Inc., (aka) Agency Sales and
Posting,
LSI Title Corporation
Title Court Service Inc.,
Ryan Reynosa,
Deutsche Bank National Trust
Company, as Trustee,
Peter Scott,
DDS Legal Support,
Timm Delaney,

**AFFIDAVIT OF PLAINTIFF
MARINA READ IN SUPPORT OF
HER R.I.C.O. COMPLAINT**

**Conspiracy To Commit Fraud
Constructive Fraud
Common Law Fraud-Inducement
Common Law Fraud-Concealment
Fraud Upon The Court
Mail Fraud
Extortion**

1 And DOES 1 Through 10 inclusive,
2

3 **AFFIDAVIT OF TRUTH AND FACT OF**

4 Marina Read

5 I, Marina Read, as affiant, hereby deposes and declares under the pains and
6 penalties of perjury under the laws of the State of California and of these United
7 States of America as follows:
8

9
10 1. I, Marina Read declare as follows:

11
12 2. I am over the age of 18 years and am competent to testify in any court of
13 competent jurisdiction; and at all times relevant herein was a resident of the
14 State of California, and the county of Santa Barbara.

15 3. I have personal knowledge of the following facts as prescribed in this
16 affidavit. This Affidavit is in support of the criminal activity surrounding the
17 conversion and theft of my property known as 284 Coronado Drive, Goleta,
18 California 93117.

19 4. On or about June 4, 2009, Defendants began a campaign of a non-
20 judicial foreclosure against Plaintiff:

21 5. On January 26, 2006 a *Deed of Trust* was recorded by Fidelity National
22 Title by request of IndyMac Bank, F.S.B., wherein it "provided for
23 Mortgage Electronic Registration System, Inc. (MERS) ...to act solely as a
24 nominee for Lender and Lender's successors and assigns. MERS is the
25 beneficiary under this Security Instrument."

26 6. The Deed of Trust's Loan Number was 122636473.

27 7. On or before March 1, 2006 Plaintiff's *Promissory Note* was
28 purportedly sold through a series of transactions into the IndyMac INDX

1 Mortgage Loan Trust 2006-AR4 Mortgage Pass-Through Certificates,
2 Series 2006-AR4 (the "Trust").
3

- 4 8. On March 31, 2006 Sidley Austin LLP as special counsel for IndyMac
5 MBS, INC. (the "Depositor"), in connection with the issuance of the
6 Mortgage Pass-Through Certificates ("Certificates") of the IndyMac INDX
7 Mortgage Loan Trust 2006-AR4 Mortgage Pass-Through Certificates,
8 Series 2006-AR4, issued an "***OPINION: re Legality***" filed under penalty
9 of perjury to the SEC. Wherein in his letter Sidley Austin LLP stated, "*The*
10 *Certificates will represent the entire beneficial ownership interest in*
11 *IndyMac INDX Mortgage Loan Trust 2006-AR4. The Trust is being formed*
12 *and the Certificates are being issued pursuant to a Pooling and Servicing*
13 *Agreement dated as of March 31, 2006 (the "Pooling and Servicing*
14 *Agreement"), among the Depositor, IndyMac Bank, F.S.B., a federal*
15 *savings bank ("IndyMac Bank"), as seller and master servicer, and*
16 *Deutsche Bank National Trust Company, as trustee." (Emphasis added).*
17 Plaintiff requests the Court take judicial notice under Federal Rules of
18 Evidence 201 ***Exhibit "1" from the SEC's "EDGAR" site. "OPINION re***
19 ***Legality***" and excerpts from *Prospectus Supplement Exhibit "2"*. Thereby,
20 pursuant to the sale acknowledged in the Prospectus Supplement, **MERS -**
21 **1) lost all beneficial interests thereby rendering it incapable to convey**
22 **any beneficial interests to OneWest Bank, FSB, and 2) based on MERS**
23 **own corporate policies, by this sale having gone to non-MERS**
24 **members, IndyMac MBS & TRUST respectively. Thus, the chain of**
25 **agency relationship was completely severed.**
26 9. Subsequently, on July 11, 2008, IndyMac Bank, F.S.B. was closed by
27 the Office of Thrift Supervision (OTS) and the FDIC was named
28

1 Conservator. **Thus, MERS was without any and all capacities to act as**
2 **nominee for IndyMac Bank, FSB.**

3 10. On June 4, 2009, *Notice of Default* was recorded under trustee
4 Defendant Quality Loan Services Corporation signed by VS, by LSI Title
5 Company on behalf of Defendant OneWest Bank. None of these parties
6 had legal standing. **(Exhibit "3")** Pursuant to the invalid MERS/ OWB
7 *Assignment of Deed of Trust*.

8 11. This *Notice of Default* document indicated the loan number was
9 1007000803, not the original *Deed of Trust* document's loan number of
10 122636473.

11 12. *Notice of Default* was received by Plaintiff through the mail on the date
12 of June 8, 2009.

13 13. Additionally, Defendant **Quality Loan Service ("QLSC") was**
14 **discovered not to have an auctioneer's bond pursuant to Cal. Civ. Code**
15 **1812.600-609. Cal. Civ. Code 1812.600** which specifically states it is a
16 requirement to have a bond in order to conduct an auction. Plaintiff
17 requested and received from the California Secretary of State's Office a
18 *Certificate of No Record. (Exhibit "4")*

19 14. On June 11, 2009 Plaintiff received an unrecorded *Substitution of*
20 *Trustee* document through the mail from Defendant "QLSC". "QLSC"
21 lacked legal standing as agent for Principle "OWB". **(Exhibit "5")**

22 15. Within this document the loan number was indicated to be
23 1007000803, not the original *Deed of Trust* document's loan number
24 which was 122636473.

25 16. On June 17, 2009 Plaintiff received a Debt Validation Notice from
26 Defendant "QLSC" stating Plaintiff owed a debt to Defendant "OWB" in
27 the amount of "\$922,483.78 plus interest, late charges, negative escrow,
28

1 attorney and trustee fees” with all inquires and payments to go to
2 Defendant “QLSC”. (*Exhibit “6”*)

3 17. None of these parties had legal standing. This document’s loan number
4 was 1007000803, not the original *Deed of Trust* document’s loan number
5 of 122636473.

6 18. On June 30, 2009, “MERS” as nominee for Indymac Bank, FSB (the
7 non-existent institution) “granted, assigned, and transferred” to Defendant
8 OneWest Bank FSB all beneficial interest under the Deed of Trust (which
9 it had lost upon sale) via an *Assignment of Deed of Trust*, signed by Vice
10 President Roger Stotts with a back dated effective date of 5/27/2009 and
11 without legal standing. (*Exhibit “7”*)

12 19. The loan number on the *Assignment of Deed of Trust* was 1007000803.
13 This loan number is not the original *Deed of Trust* document’s loan
14 number of 122636473.

15 20. **In short, MERS conveyed nothing and Defendant OneWest Bank**
16 **received nothing, therefore, all actions by Defendant OneWest Bank**
17 **e.g. 1) posturing, statements, and demands as said beneficiary, 2)**
18 **Assignment of *Substitution of Trustee* to Defendant “QLSC”, 3) any**
19 **instructions there from to do foreclosure proceedings and auction sale, 4)**
20 **conveyance assignment of *Deed of Trust* after the alleged foreclosure sale**
21 **to “Deutsche” and Defendant “QLSC”’s *Trustee’s Deed Upon Sale* to**
22 **Defendant “Deutsche” are forgeries, all posturing and supporting**
23 **documents are fabricated, VOID, and constituted fraud upon the**
24 **court in Plaintiff’s *Unlawful Detainer Action* case number 1370081 in the**
25 **State Court.**

26 21. On July 17, 2009, the fabricated *Substitution of Trustee* was formally
27 recorded, substituting Defendant “QLSC” for Fidelity National Title
28 Insurance Co., the original trustee. This document was executed under loan

1 number of 1007000803, not the original *Deed of Trust* document's loan
2 number of 122636473.

3 22. On or about September 14, 2009 *Notice of Trustee Sale* was executed
4 by Defendant Fidelity ASAP in the name of Defendant "QLSC", signed by
5 "QLSC" employee Conie Legaspi as Authorized Agent. None of these
6 parties had legal standing. This document was executed under loan number
7 1007000803, not the original *Deed of Trust* document's loan number of
8 122636473. (*Exhibit "8"*)

9 23. The purported foreclosure auction sale was to be executed in the name
10 of Defendant "QLSC" by Defendant Fidelity ASAP. Defendant Fidelity
11 ASAP **was discovered not to have an auctioneer's bond pursuant to**
12 ***Cal. Civ. Code 1812.600-609. Cal. Civ. Code 1812.600*** specifically states
13 it is a requirement to have a bond in order to conduct an auction.

14 24. Plaintiff received copy of *Notice of Trustee Sale* through mail on or
15 about September 18, 2009.

16 25. For reasons unknown to Plaintiff, the trustee's auction sale did not
17 occur at this time.

18 26. On December 30, 2009 *Notice of Trustee Sale* was recorded under
19 trustee Defendant "QLSC", signed by Karla Sanchez as Authorized Agent
20 of "QLSC", executed by Fidelity/ASAP. None of these parties had any
21 legal standing pursuant to the MERS / "OWB" invalid *Assignment of Deed*
22 *of Trust*. This document was executed under loan number 1007000803, not
23 the original *Deed of Trust* document's loan number of 122636473.
24 (*Exhibit "9"*)

25 27. On or about January 3, 2010 Plaintiff received copy of *Notice of*
26 *Trustee Sale* by mail.

- 1 28. On January 19, 2010, Defendant Ryan Reynosa of LPS/ASAP
2 auctioned Plaintiff's home at 50 cents on the dollar at the Trustee's auction
3 sale.
- 4 29. The Trustee's auction sale was purportedly executed by Defendant
5 Fidelity/ASAP auction company under Defendant "QLSC's" name.
6 Defendant Fidelity/ASAP auction company **was discovered not to have**
7 **an auctioneer's bond pursuant to Cal .Civ. Code 1812.600-609. Cal.**
8 **Civ. Code 1812.600** specifically states it is a requirement to have a bond in
9 order to conduct an auction.
- 10 30. Defendant Ryan Reynosa was the auctioneer for the Defendant
11 "QLSC"'s trustee's auctioneer sale.
- 12 31. Defendant Ryan Reynosa was discovered to be the employee of
13 Defendant LPS/ASAP.
- 14 32. Defendant Ryan Reynosa and Defendant LPS/ASAP **were discovered**
15 **not to have an auctioneer's bond pursuant to Cal. Civ. Code 1812.600-**
16 **609. CA C.C. 1812.600** specifically states it is a requirement to have a
17 bond in order to conduct an auction. (*Exhibit "10"*)
- 18 33. California Civil Code Section 1812.600 provides:
- 19 (a) Every auctioneer and auction company shall maintain a
20 bond issued by a surety company admitted to do business
21 in this state. The principal sum of the bond shall be
22 twenty thousand dollars (\$20,000). A copy of the bond
23 shall be filed with the Secretary of State.
- 24 (b) The bond required by this section shall be in favor
25 of, and payable to, the people of the State of
26 California and shall be for the benefit of any person or
27 persons damaged by any fraud, dishonesty, misstatement,
28 misrepresentation, deceit, unlawful acts or omissions,
or failure to provide the services of the auctioneer or
auction company in performance of the auction by the
auctioneer or auction company or its agents,
representatives, or employees while acting within the
scope of their employment.
- (c) (1) No auctioneer or auction company shall conduct any
business without having a current surety bond in the

1 amount prescribed by this section and without filing a
2 copy of the bond with the Secretary of State.

3 34. Defendants “QLSC”, LPS/ASAP and Fidelity ASAP auction
4 companies and employee, Defendant Ryan Reynosa have not complied
5 with the requirements of *Cal. C. C. 1812.600 et seq.*, yet Defendants have
6 operated their foreclosure auction enterprise for years with apparent
7 immunity throughout California. Therefore, all actions regarding the
8 auctioning and disposing of homes are and were invalid and void.

9 35. Furthermore, even if Defendants “QLSC”, LPS/ASAP and Fidelity
10 ASAP auction companies and employee, Defendant Ryan Reynosa had
11 complied with the requirements of *Cal. C. C. 1812.600 et seq.*, Defendant
12 OneWest Bank lacked legal standing to execute the “power of sale” to then
13 instruct these other Defendants and their agents to execute the auction sale
14 under *Cal. C. C 2924*.

15 36. On January 26, 2010 an *Assignment of Deed of Trust* was formally
16 recorded after the illegally executed auction sale, requested by Defendant
17 Title Court Services, Inc., signed by Suchan Murray as Authorized
18 Signatory on behalf of Defendant OneWest Bank (who had no legal
19 standing), notarized by Alex McBride, assigning the Beneficial interests
20 rights to Defendant Deutsche Bank National Trust Company (“Deutsche”),
21 as Trustee of the IndyMac INDX Mortgage Trust 2006-AR4, Mortgage
22 Pass-Through Certificated, Series 2006-AR4 under the Pooling and
23 Servicing Agreement dated March 31, 2006, a REMIC TRUST. (*Exhibit*
24 **“11”**). **Indicating, neither Defendant Deutsche nor the TRUST, up**
25 **until this point, had had any beneficial interests or rights in Plaintiff’s**
26 **Promissory Note or Deed of Trust.**

27 37. Upon public recording it was exposed that the assignment conveying
28 the beneficial interests to Defendant Deutsche, had been executed in secret

1 merely twelve days before the sale, all the while Defendant OWB postured
2 to Plaintiff and to the public as though the sale had been done by
3 Defendant OWB.

4 38. This action exposed two crucial facts, 1) nobody except for Defendants
5 OWB, QLSC, Title Court Services, Inc., Deutsche and their agents knew
6 who actually foreclosed on Plaintiff, which is prohibitive by law, and 2)
7 not until January 7, 2010 did Defendant Deutsche or more accurately not
8 until January 7, 2010 did the TRUST receive the beneficial interests of
9 Plaintiff's original January 19, 2006 transaction.

10 39. This TRUST is a REMIC Trust (REMIC is short for Real Estate
11 Mortgage Investment Conduit).

12 40. Internal Revenue Code, Section 860, regulates the activities and
13 requirements of a REMIC Trust, and must be complied with in order for
14 the investors to receive the significant tax breaks of a trust's REMIC
15 status.

16 41. Pursuant to Section 860, "All of a REMIC's loans must be acquired on
17 the start up date of the REMIC or within three months thereafter."
18 [Emphasis added.]

19 42. The Prospectus Supplement (one of the primary governing documents
20 for the TRUST, which is filed with the Securities and Exchange
21 Commission (SEC)) specifically identified The Closing Date/Startup day
22 for this REMIC TRUST to be on March 31, 2006. Three months after this
23 date would have been June 30, 2006. ***Please see attached Exhibit "2"***.
24 Additionally, in order for the TRUST to qualify as a REMIC, all steps in
25 the "contribution" and transfer process (of the mortgage notes) must be
26 true and complete sales - between the parties and within the three month
27 time limit from the Startup Day.
28

- 1 43. This Assignment was executed three and a half YEARS later, not three
2 months later as reported under penalty of perjury to the SEC and the
3 TRUST's investors.
- 4 44. Given IRS REMIC law and in this circumstance, any transference of
5 Plaintiff's Promissory Note and Deed of Trust is **fatally flawed with**
6 **standing never having been properly established and standing unable**
7 **to be established.**
- 8 45. Plaintiff received copy of the *Assignment of Deed of Trust* through mail
9 on or about February 2, 2010. This document was executed under loan
10 number 1007000803, not the original *Deed of Trust* document's loan
11 number of 122636473.
- 12 46. On January 26, 2010 a *Trustee's Deed Upon Sale* was recorded, from
13 the illegally executed auction sale by request of Defendant Title Court
14 Services, Inc., under the umbrella of Defendant "QLSC" trustee (neither
15 had legal standing), signed by Karla Sanchez, notarized by Michelle
16 Nguyen,
17 **(Exhibit "12")**
- 18 47. The January 26, 2010 assignment is the only duly recorded assignment
19 to Defendant Deutsche and is three and a half years after the lawfully
20 required date of June 30, 2006 it was to have been assigned and recorded.
- 21 48. On or about February 2, 2010 Plaintiff received copy of *Deed of Trust*
22 *Upon Sale* through mail.
- 23 49. The above defective, invalid, fabricated and fraudulent documents were
24 passed through the system and filed in the County of Santa Barbara land
25 and title records wherein Defendant Joseph E. Holland failed to check for
26 their validity. Defendant Joseph E. Holland knew or reasonably should
27 have known that the instruments being filed by Defendants OneWest Bank,
28 Fidelity ASAP, "QLSC", and Deutsche were defective and fraudulent.

1 50. The above defective, invalid, fabricated and fraudulent documents were
2 passed through the system and filed in the County of Santa Barbara land
3 and title records so as to appear to comply with CA C. C.2924 and 2932.5
4 in preparation to submit them as evidence for the Unlawful Detainer
5 Action to take Plaintiff's property if she didn't relinquish it upon
6 foreclosure.

7 51. On January 26, 2010 a *Notice of Foreclosure* was posted on Plaintiff's
8 door stating, "*We regret to inform you that this property is now owned by*
9 *OneWest Bank. The eviction process has begun but you may be eligible for*
10 *the 'cash-for-keys' program where the bank will hand you a check for a*
11 *timely and clean move-out (both tenants and owners are eligible). Please*
12 *contact one of us ASAP for details.*" [Emphasis added] (Exhibit "13")

13 52. At no point in time did Defendant "OWB" ever own Plaintiff's
14 Property. And at all times it lacked legal standing to pursue foreclosure.

15 53. February 1, 2010 Plaintiff's tenants ceased paying rent, cutting off
16 Plaintiff's only form of income to support her family. Tenants became
17 nasty and vindictive to Plaintiff under Defendants threat of eviction
18 causing Plaintiff and her daughter emotional duress and threat in their own
19 home.

20 54. During February – March 2010 Defendant Timm Delaney and his
21 associate TJ had a number of phone conversations with Plaintiff, three of
22 which were with Timm Delaney. Plaintiff called Mr. Delaney in response
23 to the posting to find out about the offer being made. The offer from
24 Defendant Deutsche through Mr. Delaney was \$2K for each of the three
25 tenants living with Plaintiff and 4K for Plaintiff. Second call was to clarify
26 some points regarding timing, possibility of staying in the house longer,
27 the option of renting, etc. and last call was to ask for further information re
28 move out condition requirements. Ultimately, Plaintiff stated she would

1 not cooperate with the "deal" as she found it insidious. Fundamentally, all
2 conversations were to induce Plaintiff through intimidation, coercion and
3 false information to get her to vacate and part with her property. Offer was
4 then taken off the table for Plaintiff's tenants.

5 55. In about mid March Plaintiff's tenants moved out breaking their year
6 lease five months in advance for fear of being displaced due to Defendants
7 threats of inducement and attempted extortion.

8 56. On June 1, 2010 a *Notice to Vacate* was posted on Plaintiff's door on
9 behalf of Deutsche Bank National Trust Company, as Trustee without
10 identifying on whose behalf Defendant Deutsche was operating as trustee
11 for.

12 57. This *Notice to Vacate* was posted by process server Peter Scott, upon
13 instruction of Defendant Amy Starrett, ESQ. of Robert J. Jackson and
14 Associates, Inc. and his employer Defendant DDS Legal Support.

15 58. Defendant Scott in his attempt to serve process to Plaintiff in the
16 Unlawful Detainer proceedings declares under penalty of perjury in his
17 declaration that he served Plaintiff the *Notice to Vacate* **personally** when
18 he knew he had not. In his declaration upon his own admission Defendant
19 Peter Scott asserts that he served Plaintiff by mail in a sealed envelop
20 postage prepaid. Defendant Scott lied to the court and did these unlawful
21 deeds in concert with Defendants and other Co-conspirators with the
22 specific intent to extort and steal Plaintiff's property. Please see Scott's
23 Declaration incorporated herein attached hereto as (*Exhibit "14"*).

24 59. Further, within these instructions Defendant Deutsche attempted to
25 induce Plaintiff to part with her property by its agents Timm Delaney and
26 Amy E. Starrett.

- 1 60. On June 4, 2010 a Notice to Vacate was received via mail by Plaintiff
2 from Defendant Robert J. Jackman & Associates, Inc., specifically,
3 executed by Defendant Amy E. Starrett.
- 4 61. On June 15, 2010 *Unlawful Detainer Complaint* was filed by Defendant
5 John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ. of Robert J.
6 Jackson and Associates, Inc. on behalf of Defendant Deutsche Bank
7 National Trust Company, as purported Trustee, in Superior Court of
8 California, Santa Barbara County, Case No. 1370083.
- 9 62. All subsequent Unlawful Detainer proceedings on behalf of Defendant
10 Deutsche Bank National Trust Company, as Trustee, were filed by
11 Defendant John C. Saginaw ESQ. and Defendant Amy E. Starrett, ESQ. of
12 Robert J. Jackson and Associates, Inc.
- 13 63. On June 17, 2010 Defendants Gary M. Blair, by and through Terri
14 Chavez Deputy Clerk mailed or caused to be mailed a document to
15 Plaintiff entitled *A Notice of Unlawful Detainer Action – CCP 1161.2* with
16 the specific intent to intimidate and harass Plaintiff or to induce Plaintiff to
17 leave her home and not fight for it. Plaintiff requests this Court take
18 judicial notice under Federal Rule of Evidence 201 of *A Notice of*
19 *Unlawful Detainer Action – CCP 1161.2* incorporated herein by reference
20 an attached hereto as (*Exhibit “15”*).
- 21 64. On July 9, 2010 an *Order Authorizing Service of Summons &*
22 *Complaint by Post and Mail* was signed off because Defendant Scott had
23 not been able to serve Plaintiff after five attempts.
- 24 65. Subsequently, Defendant Scott’s declaration and proof of service was
25 submitted in Plaintiff’s Unlawful Detainer Action as evidence and
26 Defendant de Bellefeuille accepted it and used it against Plaintiff to
27 validate their illegal foreclosure and standing against Plaintiff.
28

1 66. Between June 15, 2010 – March 15, 2012 Plaintiff received the
2 following documents from Defendants John C. Saginaw ESQ. and
3 Defendant Amy E. Starrett, ESQ. of Robert J. Jackson and Associates, Inc.
4 recorded and mailed on or about: 6/15/10 *Summons And Complaint -*
5 *Unlawful Detainer*, 7/9/10 *Order Authorizing Service of Summons &*
6 *Complaint by Post and Mail*; 7/9/10 *Notice Of Motion And Hearing On*
7 *Motion For Summary Judgment*; 7/30/10 *Request For Entry Of Default*;
8 8/4/10 *Request For Entry Of Default*; 9/1/10 *Case Management Statement*;
9 9/7/10 *Opposition To Motion For Preliminary Injunction*; 9/17/10 *Letter*
10 *Re September 2, 2010 Hearing*; 9/30/10 *Notice Of Continuance Of Case*
11 *Management Conference*; 9/26/2011 *Notice Of Motion And Hearing On*
12 *Motion For Summary Judgment*; 10/12/11 *Reply Brief*; 10/20/11 *Notice Of*
13 *Continuance Of Plaintiff's Motion For Summary Judgment Hearing*;
14 10/20/2011 *Order Granting Motion For Summary Judgment*; 10/26/2011
15 *Notice Of Ruling Of Motion For Summary Judgment*; 11/8/11
16 *Judgment*; 11/7/11 *Plaintiff's Ex Parte Application To Have Judgment*
17 *Entered Pursuant To The Granting Of Plaintiff's Motion For Summary*
18 *Judgment, Declaration Of Amy E. Starrett and Parnaz Parto*; 11/9/11
19 *Notice Of Ruling*; 11/17/11 *Case Management Conference Statement*;
20 11/21/11 *Designation – Respondent's Proposed Amendments To*
21 *Appellant's Statements On Appeal*, 11/21/11 *Amendment – Respondent's*
22 *Proposed Amendments To Appellant's Statement On Appeal*; 11/30/11
23 *Objection To Defendant's "Newly Found Evidence And Request For*
24 *Judicial Notice"*; 2/8/12 *Notice Of Motion To Dismiss Appeal*; 2/15/12
25 *Notice Of Dismissal Of Appeal*; 3/1/12 *Case Management Statement*;
26 3/13/12 *Notice Of Entry Of Judgment*; 3/13/12 *Plaintiff's Opposition To*
27 *Defendant's Ex Parte Application For Stay Of Enforcement Of Judgment*;
28

1 3/15/12 *Notice Of Ruling Of Defendant's Ex Parte Application For Stay Of*
2 *Enforcement Of Judgment.*

- 3 67. About late October 2011 Plaintiff called the sales line number provided
4 on her *Notice of Trustee Sale* to inquire with "QLSC" as to who the actual
5 auctioneer had been who sold her house, in order to verify he had a bond
6 under *Cal. C. C. 1812.600*. The receptionist stated the auction company
7 had been LPS/ASAP (not Fidelity ASAP) and that they would need to be
8 called to find out who the auctioneer was.
- 9 68. About late October 2011 Plaintiff called LPS/ASAP. Upon inquiry
10 Plaintiff was informed Defendant Ryan Reynosa had conducted the auction
11 for Plaintiff's property.
- 12 69. Beginning of November Plaintiff called and received confirmation
13 Defendants "QLSC", LPS/ASAP and Ryan Reynosa lacked auctioneer
14 bonds with the CA Secretary of State.
- 15 70. On November 22, 2011 Plaintiff filed '*Newly Found Evidence &*
16 *Request for Judicial Notice*' presenting proof by evidence of above
17 mentioned (#37) document '*OPINION re Legality*' demonstrating all
18 Defendants lacked standing in ANY capacity to execute the power of sale
19 clause to foreclose on Plaintiff and or pursue an Unlawful Detainer Action.
20 Further, Plaintiff presented to the Court evidence under *Cal. Civ. Code*
21 *1812.600* that Defendants failed to comply with bonding thereby
22 invalidating all previous actions.
- 23 71. On February 29, 2012 Plaintiff submitted in court to Defendant Denise
24 de Bellefeuille the California Secretary of State's *Certificate of No Record*
25 for Defendants "QLSC", LPS/ASAP, Ryan Reynosa verifying they lacked
26 filed auctioneer bonds. Defendant de Belleuille ignored this evidence again
27 (*Exhibit "4", "9"*).
- 28

1 72. Further Defendant de Belleuille allowed opposing counsel to create and
2 produce an *Order for Summary Judgment* that was deficient and unlawful
3 for a final Summary Judgment. These two documents have different and
4 distinct meanings and applications towards the finalization of the action. In
5 light of this deficient document Defendant de Belleuille signed it anyway
6 on March 6, 2012 and thereby procured fraud upon the court in collusion
7 with opposing counsel.

8 73. On March 6, 2012 in spite of this deficient document and even after
9 several submissions of evidence of fraud upon the court and proof of
10 triable issues Defendant de Belleuille signed Defendant Deutsche's order
11 granting Motion for Summary Judgment and thereby procured fraud upon
12 the court in collusion with opposing counsel.

13 74. Without Defendants Starrett or Saginaw's proper motion for
14 adjudication, Defendant de Belleuille ordered, adjudicated and decreed for
15 Defendant Deutsche to have and recover from Plaintiff possession of her
16 real property, with direction to the clerk of the Court to issue a *Writ of*
17 *Possession* directing the Sheriff to take all legal steps to remove Plaintiff
18 from the Premises and all occupants. (*Exhibit "16"*).

19 75. On March 15, 2012 Plaintiff appeared in Santa Barbara Superior Court
20 in department 6 (Defendant de Bellefeuille's department) for an *Ex parte*
21 *Motion to Quash the Writ of Execution and Eviction and Stay* pending the
22 appeal. Plaintiff re-plead the issues of illegal trustee sale, lack of proper
23 procedure for order, irreparable harm if stay not granted. This hearing was
24 not recorded as required by law. This was Judicial Misconduct. At that
25 hearing Defendant Bellefeuille would not allow Plaintiff to speak.
26 Defendant Bellefeuille through this violation of her oath specifically
27 denied Plaintiff the right to a *Motion To Quash Hearing*, and the right to be
28 heard on the merits of the case and evidence. A fundamental aspect of a

1 hearing is the right to be heard. Defendant Bellefeuille then made the
2 statement that "We are done here Ms. Read. Good luck in you appeal."

3 ***See attached Exhibit "17" Reporter's Transcript of Proceedings.***

4 76. In ignoring the evidence Defendant de Belleuille facilitated fraud upon
5 the Court and racketeering along with Defendants from the law offices of
6 Robert J. Jackson - Amy E. Starrett and John J. Saginaw by stopping the
7 due administration of justice and not allowing Plaintiff to appropriately
8 move forward.

9 77. Further example of Defendant de Belleuille's misconduct lies in Plaintiff's
10 civil case, SC No. 1370227 where a number of judicially inappropriate and
11 unlawful actions were executed by Defendant de Belleuille to Plaintiff's
12 detriment:

13 78. On or about April 5, 2011 in SC No. 1370227 the court was noticed that
14 jurisdiction of Plaintiff's case had been removed to federal court by
15 Plaintiff's then Defendant FDIC. ***Please see attached Exhibit "18".***

16 79. On April 8, 2011 Judge Anderle, one who had never presided in the case,
17 signed an order dismissing Plaintiff's four primary defendants with
18 prejudice— Deutsche, OneWest Bank, IndyMac Mortgage Servicer (a
19 division of OneWest Bank) and MERS. This was judicial misconduct and
20 Defendant de Belleuille knew or should have known Judge Anderle's ruling
21 had no legal effect on Plaintiff's civil matter and that it was a void procedure
22 thereby conducting fraud upon the court by a judicial officer. ***Please see***
23 ***attached Exhibit "19".***

24 80. On or about April 15, 2011 upon receipt of the order Plaintiff called
25 Defendant de Belleuille's chambers to alert her of the error and was told by
26 Defendant's secretary that Defendant's response was "She will just have to
27 take it up in Appeal" vs. correcting the record and the four erroneously
28 dismissed parties re the void judgment. Upon further investigation Plaintiff

checked with the civil clerk and verified Defendant de Belleuille was not off calendar from court the day the order was signed.

81. Defendant de Belleuille's furthered her misconduct of accepting Judge Anderle's void order is evidenced in the attached. Recorder's Transcript of Proceedings, pg 1 line 10, Defendant de Belleuille refers to this order – "And Judge Anderle in my absence, I think I was away at conference, signed the order after hearing. So this – we're at the end of this action–" (*Exhibit "17"*). Defendant de Belleuille sanctioned Anderle's conduct, did not allow Plaintiff to speak, or have the matter formally corrected on the record (an appeal was unnecessary and a waste of court and Plaintiff resources as by law the order was VOID) and violated Plaintiff's right of due process.

82. Plaintiff was subjected to sham court proceedings.

83. Throughout the course of State Court case no. 1370083 proceedings, Plaintiff received 26 further mailings e.g. motions, responses, orders, statements, etc. in furtherance of Defendants' scheme to further intimidate, induce, and extort Plaintiff's money and commit theft of property.

84. Further, given the above fact pattern, MERS, Defendant OneWest Bank, Defendant Deutsche, Defendant "QLSC", Defendant FidelityASAP, Defendant Title Court Service, Inc., Defendant LPS/ASAP, Defendant Ryan Reynosa, their respective employees and agents lacked standing to execute a non-judicial foreclosure on Plaintiff for her home.

85. Further, given the above fact pattern, Defendants Amy E. Starrett, John C. Saginaw, Doug V. Pham, Robert J. Jackson & Associates, Inc., Richard A. Nyznyk, Deutsche Bank National Trust Company, as Trustee, Peter Scott, DDS Legal Support, Timm Delaney, their respective employees and agents lacked legal standing to induce Plaintiff and her occupants to move out or/and an Unlawful Detainer Action against Plaintiff.

1 86. In addition, during the course of the Unlawful Detainer proceedings,
2 Plaintiff mailed, attempted service and filed a "Notice And Demand"
3 demanding Defendant de Bellefeuille to produce on the record, her surety
4 bond as required by *Government Code Section 1454*. See attached
5 *Exhibit "20" Notice and Demand dated December 19, 2011, March 13,*
6 *2012.*

7
8 **GOVERNMENT CODE 1460.**

9 *Every officer with whom official bonds are filed shall carefully keep and*
10 *preserve the bonds. He shall give certified copies thereof to any person*
11 *demanding copies, upon being paid the same fees as are allowed by law for*
12 *certified copies of papers in other cases.*

13 **GOVERNMENT CODE 1454.**

14 *Unless otherwise provided, the official bonds of state officers (judges) prescribed*
15 *by law shall be approved by either the Governor or the Director of General*
16 *Services and filed and recorded in the office of the Secretary of State.*

17 **GOVERNMENT CODE Section 1770(i) provides:**

18 *An office becomes vacant on the happening of any of the following events before*
19 *the expiration of the term: His or her refusal or neglect to file his or her*
20 *required... bond within the time prescribed.*

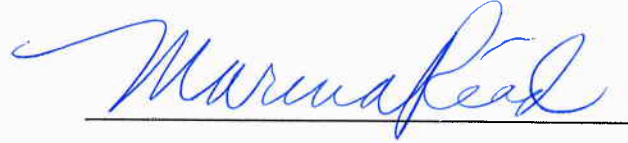
21
22 87. Defendant de Bellefeuille did not respond to the Notice on repeated
23 requests and has not posted a bond. Upon inquiry, the California Secretary
24 of State's Office states they hold no surety bond filing for Defendant de
25 Bellefeuille. Given these facts it must be held that she then is occupying
26 her judicial office absent any lawful Bond leaving the bench empty.
27 Therefore, any and all rulings, proceedings or judgments issued by her are
28 a nullity and void as a matter of law.

Further, Affiant sayeth not.

1 I declare under penalty of perjury under the laws of the State of California and
2 these United States that the foregoing is true and correct.
3

4 Respectfully Submitted,
5

6 Dated March, 2012
7



Marina Read
284 Coronado Dr.
Goleta, California 93117

NAME, ADDRESS & TELEPHONE NUMBER OF ATTORNEY(S) FOR, OR, PLAINTIFF OR
DEFENDANT IF PLAINTIFF OR DEFENDANT IS PRO PER

Marina Read
284 Coronado dr.
Goleta, CA 93117
(805) 698-1498
Private Attorney General

FILED

2012 MAR 28 AM 11:21

CLERK OF COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

ATTORNEYS FOR:

BY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Marina Read

CASE NUMBER:

CV12-02662 - JHN (nawx)

Plaintiff(s),

v.

Denise de Bellefeuille, Joseph E. Holland, Gary M.
Blair, Deputy R. Clarke, Amy E. Starrett, John C.
Saginaw, Doug V. Pham, Parnaz Parto,

Defendant(s)

CERTIFICATION AND NOTICE
OF INTERESTED PARTIES
(Local Rule 7.1-1)

TO: THE COURT AND ALL PARTIES APPEARING OF RECORD:

The undersigned, counsel of record for _____
(or party appearing in pro per), certifies that the following listed party (or parties) may have a direct, pecuniary
interest in the outcome of this case. These representations are made to enable the Court to evaluate possible
disqualification or recusal. (Use additional sheet if necessary.)

PARTY

CONNECTION

(List the names of all such parties and identify their connection and interest.)

Denise de Bellefeuille
Joseph E. Holland
Gary M. Blair
Deputy R. Clarke,
Amy E. Starrett,
John C. Saginaw
Doug V. Pham
Parnaz Parto
Robert J. Jackson & Associates, Inc.
Richard A. Nyznyk
OneWest Bank, FSB
Quality Loan Service Corporation,
Fidelity/ASAP
LSI TITLE COMPANY

Defendant (State Court Judge)
Defendant (Santa Barbara County Recorder)
Defendant (Santa Barbara County Clerk)
Defendant (Santa Barbara County Deputy Sheriff
Defendant (Unlawful Detainer Action - Attorney)
Defendant (Unlawful Detainer Action - Attorney)
Defendant (Unlawful Detainer Action - Attorney)
Defendant (Unlawful Detainer Action - Attorney)
Defendant (Unlawful Detainer Action - Firm)
Defendant (Unlawful Detainer Action - Attorney)
Defendant (Servicer)
Defendant (Agent for Servicer - Auction Trustee)
Defendant (Agent for Trustee - Auction Company)
Defendant (Agent for Trustee)

March 26 2012

Date

Sign

Marina Read / Private Attorney General

Attorney of record for or party appearing in pro per

1 Marina Read
2 284 Coronado Drive
3 Goleta, California 93117
4 Telephone: 805-698-1498

5 "Private Attorney General"

6
7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA
9 WESTERN DIVISION
10

11 Marina Read,
12 Plaintiff,

13 vs.

14 Denise de Bellefeuille,
15 Joseph E. Holland,
16 Gary M. Blair,
17 Deputy R. Clarke,
18 Amy E. Starrett,
19 John C. Saginaw,
20 Doug V. Pham,
21 Parnaz Parto,
22 Robert J. Jackson & Associates, Inc.,
23 Richard A. Nyznyk,
24 OneWest Bank, FSB,
25 Quality Loan Service Corporation,
26 FidelityASAP,
27 LPS/ASAP, (aka) Lender Processing
28 Services, Inc., (aka) Agency Sales and
Posting,
Title Court,
Ryan Reynosa,
Deutsche Bank National Trust
Company, as Trustee,
Peter Scott,
DDS Legal Support,
Timm Delaney,
And DOES 1 Through 10 inclusive,
Defendants

Case No.: _____

MOTION FOR TEMPORARY
RESTRaining ORDER

(Fed. R. Civ. P. 65(b))

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Jacqueline Nguyen and the assigned discovery Magistrate Judge is Michael Wilner.

The case number on all documents filed with the Court should read as follows:

CV12- 2662 JHN (MRWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

FILED

2012 MAR 28 AM 11:17

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MARINA READ,

CASE NUMBER

PLAINTIFF(S)

CV12- 2662 JHN (MRWx)

V.

DENISE DE BELLEFEUILLE, ET AL.,

DEFENDANT(S)

**NOTICE TO PARTIES OF
COURT-DIRECTED ADR PROGRAM**

NOTICE TO PARTIES:

It is the policy of this Court to encourage settlement of civil litigation when such is in the best interest of the parties. The Court favors any reasonable means, including alternative dispute resolution (ADR), to accomplish this goal. See Civil L.R. 16-15. Unless exempted by the trial judge, parties in all civil cases must participate in an ADR process before trial. See Civil L.R. 16-15.1.

The district judge to whom the above-referenced case has been assigned is participating in an ADR Program that presumptively directs this case to either the Court Mediation Panel or to private mediation. See General Order No. 11-10, §5. A settlement conference with a Magistrate Judge is generally not available to the parties. For more information about the Mediation Panel, visit the Court website, www.cacd.uscourts.gov, under "ADR."

Pursuant to Civil L.R. 26-1(c), counsel are directed to furnish and discuss with their clients the attached ADR Notice To Parties before the conference of the parties mandated by Fed.R.Civ.P. 26(f). Based upon the consultation with their clients and discussion with opposing counsel, counsel must indicate the following in their Joint 26(f) Report: 1) whether the case is best suited for mediation with a neutral from the Court Mediation Panel or private mediation; and 2) when the mediation should occur. See Civil L.R. 26-1(c).

At the initial scheduling conference, counsel should be fully prepared to discuss their preference for referral to the Court Mediation Panel or to private mediation and when the mediation should occur. The Court will enter an Order/Referral to ADR at or around the time of the scheduling conference.

Dated: Wednesday, March 28, 2012

Clerk, U.S. District Court

By: APEDRO

Deputy Clerk

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE TO PARTIES: COURT POLICY ON SETTLEMENT
AND USE OF ALTERNATIVE DISPUTE RESOLUTION (ADR)**
Counsel are required to furnish and discuss this Notice with their clients.

Despite the efforts of the courts to achieve a fair, timely and just outcome in all cases, litigation has become an often lengthy and expensive process. For this reason, it is this Court's policy to encourage parties to attempt to settle their disputes, whenever possible, through alternative dispute resolution (ADR).

ADR can reduce both the time it takes to resolve a case and the costs of litigation, which can be substantial. ADR options include mediation, arbitration (binding or non-binding), neutral evaluation (NE), conciliation, mini-trial and fact-finding. ADR can be either Court-directed or privately conducted.

The Court's ADR Program offers mediation through a panel of qualified and impartial attorneys who will encourage the fair, speedy and economic resolution of civil actions. Panel Mediators each have at least ten years legal experience and are appointed by the Court. They volunteer their preparation time and the first three hours of a mediation session. This is a cost-effective way for parties to explore potential avenues of resolution.

This Court requires that counsel discuss with their clients the ADR options available and instructs them to come prepared to discuss the parties' choice of ADR option (settlement conference before a magistrate judge; Court Mediation Panel; private mediation) at the initial scheduling conference. Counsel are also required to indicate the client's choice of ADR option in advance of that conference. See Civil L.R. 26-1(c) and Fed.R.Civ.P. 26(f).

Clients and their counsel should carefully consider the anticipated expense of litigation, the uncertainties as to outcome, the time it will take to get to trial, the time an appeal will take if a decision is appealed, the burdens on a client's time, and the costs and expenses of litigation in relation to the amounts or stakes involved.

Of the more than 9,000 civil cases filed in the District annually, less than 2 percent actually go to trial. The remaining cases are, for the most part, settled between the parties; voluntarily dismissed; resolved through Court-directed or other forms of ADR; or dismissed by the Court as lacking in merit or for other reasons provided by law.

For more information about the Court's ADR Program, the Mediation Panel, and the profiles of mediators, visit the Court website, www.cacd.uscourts.gov, under "ADR."

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

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411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE TO COUNSEL

The court has directed that the following rules be specifically called to your attention:

- I. Continuing Obligation to Report Related Cases (Local Rule 83-1.3.3)
- II. Service of Papers and Process (Local Rule 4)

I. CONTINUING OBLIGATION TO REPORT RELATED CASES

Parties are under the continuing obligation to promptly advise the Court whenever one or more civil actions or proceedings previously commenced and one or more currently filed appear to be related.

Local Rule 83-1.3.3 states: "It shall be the continuing duty of the attorney in any case promptly to bring to the attention of the Court, by the filing of a Notice of Related Case(s) pursuant to Local Rule 83-1.3, all facts which in the opinion of the attorney or party appear relevant to a determination whether such action and one or more pending actions should, under the criteria and procedures set forth in Local Rule 83-1.3, be heard by the same judge."

Local Rule 83-1.2.1. states: "It is not permissible to dismiss and thereafter refile an action for the purpose of obtaining a different judge."

Local Rule 83-1.2.2 provides: Whenever an action is dismissed by a party or by the Court before judgment and thereafter the same or essentially the same claims, involving the same or essentially the same parties, are alleged in another action, the later-filed action shall be assigned to the judge to whom the first-filed action was assigned. It shall be the duty of every attorney in any such later-filed action to bring those facts to the attention of the Court in the Civil Cover Sheet and by the filing of a Notice of Related Case(s) pursuant to L.R. 83-1.3.

II. SERVICE OF PAPERS AND PROCESS

Local Rule 4-2 states: "Except as otherwise provided by order of Court, or when required by the treaties or statutes of the United States, process shall not be presented to a United States Marshal for Service." Service of process must be accomplished in accordance with Rule 4 of the Federal Rules of Civil Procedure or in any manner provided by State Law, when applicable. Service upon the United States, an officer or agency thereof, shall be served pursuant to the provisions of FRCP 4 (i). Service should be promptly made; unreasonable delay may result in dismissal of the action under Local Rule 41 and Rule 4(m) of the Federal Rules of Civil Procedure. Proof of service or a waiver of service of summons and complaint must be filed with the court.

This notice shall be given by the Clerk to the plaintiff at the time an action is filed (or to the defendant at the time a notice of removal is filed), and by the plaintiff to other parties as attachments to copies of the complaint and summonses, or by the defendant to other parties as attachments to copies of the notice to plaintiffs of removal to federal court, when served.

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA CIVILITY AND PROFESSIONALISM GUIDELINES

Preamble

In its purest form, law is simply a societal mechanism for achieving justice. As officers of the court, judges and lawyers have a duty to use the law for this purpose, for the good of the people. Even though "justice" is a lofty goal, one which is not always reached, when an individual becomes a member of the legal profession, he or she is bound to strive towards this end.

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rather than a profession.*

Unfortunately, many do not perceive that achieving justice is the function of law in society today. Among members of the public and lawyers themselves, there is a growing sense that lawyers regard their livelihood as a business, rather than a profession. Viewed in this manner, the lawyer may define his or her ultimate goal as "winning" any given case, by whatever means possible, at any cost, with little sense of whether justice is being served. This attitude manifests itself in an array of obstinate discovery tactics, refusals to accommodate the reasonable requests of opposing counsel re: dates, times, and places, and other needless, time-consuming conflicts between and among adversaries. This type of behavior tends to increase costs of litigation and often leads to the denial of justice.

The Central District recognizes that, while the majority of lawyers do not behave in the above-described manner, in recent years there has been a discernible erosion of civility and professionalism in our courts. This disturbing trend may have severe consequences if we do not act to reverse its course. Incivil behavior does not constitute effective advocacy; rather, it serves to increase liti-

gation costs and fails to advance the client's lawful interests. Perhaps just as importantly, this type of behavior causes the public to lose faith in the legal profession and its ability to benefit society. For these reasons, we find that civility and professionalism among advocates, between lawyer and client, and between bench and bar are essential to the administration of justice.

The following guidelines are de-

signed to encourage us, the members of the bench and bar, to act towards each other, our clients, and the public with the dignity and civility that our profession demands. In formulating these guidelines, we have borrowed heavily from the efforts of others who have written similar codes for this same purpose. *The Los Angeles County Bar Association Litigation Guidelines*, guidelines issued by other county bar associations within the Central District, the *Standards for Professional Conduct within the Seventh Federal Judicial Circuit*, and the *Texas Lawyer's Creed* all provide excellent models for professional behavior in the law.

We expect that judges and lawyers will voluntarily adhere to these standards as part of a mutual commitment to the elevation of the level of practice in our courts. These guidelines shall not be used as a basis for litigation or for sanctions or penalties.

Nothing in these guidelines supersedes or modifies the existing Local Rules of the Central District, nor do they alter existing standards of conduct wherein lawyer negligence may be determined and/or examined.

I. Guidelines

A. Lawyers' Duties to Their Clients

1. We will practice our profession with a continuing awareness that our role is to advance the legitimate interests of our clients. We will endeavor to achieve our clients' lawful objectives in legal transactions and in litigation as quickly and economically as possible.
2. We will be loyal and committed to our clients' lawful objectives, but we will not permit that loyalty and commitment to interfere with our duty to provide objective and independent advice.
3. We will advise our clients that civility and courtesy are expected and are not a sign of weakness.
4. We will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that we act in an abusive manner or indulge in any offensive conduct.
5. We will advise our clients that we will not pursue conduct that is intended primarily to harass or drain the financial resources of the opposing party.
6. We will advise our clients that we reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect our clients' lawful objectives. Clients have no right to instruct us to refuse reasonable requests made by other counsel.
7. We will advise our clients regarding availability of mediation, arbitration, and other alternative meth-

ods of resolving and settling disputes.

- 8 We will advise our clients of the contents of this creed when undertaking representation.

B. Lawyers' Duties to Other Counsel

1. Communications with Adversaries

- a. We will adhere to all express promises and to agreements with other counsel, whether oral or in writing, and will adhere in good faith to all agreements implied by the circumstances or local customs.
- b. When we reach an oral understanding on a proposed agreement or a stipulation and decide to commit it to writing, the drafter will endeavor in good faith to state the oral understanding accurately and completely. The drafter will provide the other counsel with the opportunity to review the writing. As drafts are exchanged between or among counsel, changes from prior drafts will be identified in the draft or otherwise explicitly brought to the attention of other counsel. We will not include in a draft matters to which there has been no agreement without explicitly advising other counsel in writing of the addition.
- c. We will not write letters for the purpose of ascribing to opposing counsel a position he or she has not taken, or to create "a record" of events that have not occurred. Letters intended only to make a record should be used sparingly and only when thought to be necessary under all of the circumstances. Unless specifically permitted or invited by the court, letters between counsel should not be sent to judges.

2. Scheduling Issues

- a. We will not use any form of discovery or discovery scheduling as a means of harassment.
- b. We will consult other counsel regarding scheduling matters in a good faith effort to avoid scheduling conflicts.
- c. We will endeavor to accommodate previously scheduled dates for hearings, depositions, meetings, conferences, vacations, seminars, or other functions that produce good faith calendar conflicts on the part of other counsel, where it is possible to do so without prejudicing the client's rights. If we have been given an accommodation because of a calendar conflict, we will notify those who have accommodated us as soon as the conflict has been removed.
- d. We will notify other counsel and, if appropriate, the court or other persons, at the earliest possible time when hearings, depositions, meetings, or conferences are to be canceled or postponed. Early notice avoids unnecessary travel and expense of counsel and may enable the court to use the previously reserved time for other matters.
- e. Unless time is of the essence, as a matter of courtesy we will grant first requests for reasonable extensions of time to respond to litigation deadlines. After a first extension, any additional requests for time will be considered by balancing the need for expedition against the deference one should ordinarily give to an opponent's schedule of personal and professional engagements, the reasonableness of the length of extension requested, the opponent's willingness to grant reciprocal extensions, the time actually needed for the task, and whether it is likely a court would grant the extension if asked to do so.

- f. We will not request an extension of time solely for the purpose of unjustified delay or to obtain a tactical advantage.

- g. We will not attach to extensions unfair and extraneous conditions. We may impose conditions for the purpose of preserving rights that an extension might jeopardize, or for seeking reciprocal scheduling concessions. We will not, by granting extensions, seek to preclude an opponent's substantive rights, such as his or her right to move against a complaint.

3. Service of Papers

- a. We will not time the filing or service of motions or pleadings in any way that unfairly limits another party's opportunity to respond.
- b. We will not serve papers sufficiently close to a court appearance so as to inhibit the ability of opposing counsel to prepare for that appearance or, where permitted by law, to respond to the papers.
- c. We will not serve papers in order to take advantage of an opponent's known absence from the office or at a time or in a manner designed to inconvenience an adversary, such as late on a Friday afternoon or the day preceding a secular or religious holiday.
- d. When it is likely that service by mail, even when allowed, will prejudice the opposing party, we will effect service personally or by facsimile transmission.

4. Depositions

- a. We will take depositions only when actually needed to ascertain facts or information or to perpetuate testimony. We will not take depositions

for the purpose of harassment or to increase litigation expense.

- b. We will not engage in any conduct during a deposition that would be inappropriate in the presence of a judge.
- c. During depositions we will ask only those questions we reasonably believe are necessary for the prosecution or defense of an action. We will not inquire into a deponent's personal affairs or question a deponent's integrity where such inquiry is irrelevant to the subject matter of the deposition. We will refrain from repetitive or argumentative questions or those asked solely for purposes of harassment.
- d. When defending a deposition, we will limit objections to those that are well founded and necessary to protect our client's interests. We recognize that most objections are preserved and need be interposed only when the form of a question is defective or privileged information is sought.
- e. When a question is pending, we will not, through objections or otherwise, coach the deponent or suggest answers.
- f. We will not direct a deponent to refuse to answer questions unless they seek privileged information or are manifestly irrelevant or calculated to harass.
- g. When we obtain documents pursuant to a deposition subpoena, we will make copies of the documents available to opposing counsel at his or her expense, even if the deposition is canceled or adjourned.

5. Document Demands

- a. We will carefully craft document production requests so they are limited to those documents we reason-

ably believe are necessary for the prosecution or defense of an action. We will not design production requests to harass or embarrass a party or witness or to impose an undue burden or expense in responding.

- b. We will respond to document requests in a timely and reasonable manner and not strain to interpret the request in an artificially restrictive manner to avoid disclosure of relevant and non-privileged documents.
- c. We will withhold documents on the grounds of privilege only where it is appropriate to do so.
- d. We will not produce documents in a disorganized or unintelligible manner, or in a way designed to hide or obscure the existence of particular documents.
- e. We will not delay document production to prevent opposing counsel from inspecting documents prior to scheduled depositions or for any other tactical reason.

6. Interrogatories

- a. We will carefully craft interrogatories so that they are limited to those matters we reasonably believe are necessary for the prosecution or defense of an action, and we will not design them to harass or place an undue burden or expense on a party.
- b. We will respond to interrogatories in a timely and reasonable manner and will not strain to interpret them in an artificially restrictive manner to avoid disclosure of relevant and non-privileged information.
- c. We will base our interrogatory objections on a good faith belief in their merit and not for the purpose of withholding or delaying the disclosure of relevant information. If

an interrogatory is objectionable in part, we will answer the unobjectionable part.

7. Settlement and Alternative Dispute Resolution

- a. Except where there are strong and overriding issues of principle, we will raise and explore the issue of settlement in every case as soon as enough is known about the case to make settlement discussion meaningful.
- b. We will not falsely hold out the possibility of settlement as a means for adjourning discovery or delaying trial.
- c. In every case, we will consider whether the client's interest could be adequately served and the controversy more expeditiously and economically disposed of by arbitration, mediation, or other forms of alternative dispute resolution.

8. Written Submissions to a Court, Including Briefs, Memoranda, Affidavits, Declarations, and Proposed Orders.

- a. Before filing a motion with the court, we will engage in more than a mere *pro forma* discussion of its purpose in an effort to resolve the issue with opposing counsel.
- b. We will not force our adversary to make a motion and then not oppose it.
- c. In submitting briefs or memoranda of points and authorities to the court, we will not rely on facts that are not properly part of the record. We may present historical, economic, or sociological data, if such data appears in or is derived from generally available sources.

d. In civil actions, we will stipulate to relevant matters if they are undisputed and if no good faith advocacy basis exists for not stipulating.

e. Unless directly and necessarily in issue, we will not disparage the intelligence, morals, integrity, or personal behavior of our adversaries before the court, either in written submissions or oral presentations.

f. We will not, absent good cause, attribute bad motives or improper conduct to other counsel or bring the profession into disrepute by unfounded accusations of impropriety.

g. We will not move for court sanctions against opposing counsel without first conducting a reasonable investigation and unless fully justified by the circumstances and necessary to protect our client's lawful interests.

h. We will not cause any default or dismissal to be entered without first notifying opposing counsel, when we know his or her identity.

i. When a draft order is to be prepared by counsel to reflect a court ruling, we will draft an order that accurately and completely reflects the court's ruling. We will promptly prepare and submit a proposed order to other counsel and attempt to reconcile any differences before the draft order is presented to the court.

9. *Ex Parte* Communications With the Court

a. We will avoid *ex parte* communication on the substance of a pending case with a judge (or his or her law clerk) before whom such case is pending.

b. Even where applicable laws or rules permit an *ex parte* application or communication to the court, before making such an application or com-

munication we will make diligent efforts to notify the opposing party or his or her attorney. We will make reasonable efforts to accommodate the schedule of such attorney, so that the opposing party may be represented on the application.

c. Where the rules permit an *ex parte* application or communication to the court in an emergency situation, we will make such an application or communication only where there is a *bona fide* emergency such that the lawyer's client will be seriously prejudiced by a failure to make the application or communication on regular notice.

C. Lawyers' Duties to the Court

1. We will speak and write civilly and respectfully in all communications with the court.

2. We will be punctual and prepared for all court appearances so that all hearings, conferences, and trials may commence on time; if delayed, we will notify the court and counsel, if possible.

3. We will be considerate of the time constraints and pressures on the court and court staff inherent in their efforts to administer justice.

4. We will not engage in any conduct that brings disorder or disruption to the courtroom. We will advise our clients and witnesses appearing in court of the proper conduct expected and required there and, to the best of our ability, prevent our clients and witnesses from creating disorder or disruption.

5. We will not write letters to the court in connection with a pending action, unless invited or permitted by the court.

6. Before dates for hearing or trials are set, or if that is not feasible, immediately after such date has been set, we will attempt to verify the availability of necessary participants and witnesses so we can promptly notify the court of any likely problems.

7. We will act and speak civilly to court marshals, court clerks, court reporters, secretaries, and law clerks with an awareness that they, too, are an integral part of the judicial system.

D. Judges' Duties to Others

1. We will be courteous, respectful, and civil to the attorneys, parties, and witnesses who appear before us. Furthermore, we will use our authority to ensure that all of the attorneys, parties, and witnesses appearing in our courtrooms conduct themselves in a civil manner.

2. We will do our best to ensure that court personnel act civilly toward attorneys, parties and witnesses.

3. We will not employ abusive, demeaning, or humiliating language in opinions or in written or oral communications with attorneys, parties, or witnesses.

4. We will be punctual in convening all hearings, meetings, and conferences.

5. We will make reasonable efforts to decide promptly all matters presented to us for decision.

6. While endeavoring to resolve disputes efficiently, we will be aware of the time constraints and pressures imposed on attorneys by the exigencies of litigation practice.

7. Above all, we will remember that the court is the servant of the people, and we will approach our duties in this fashion.