

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CHRISTYNA LYNN GRAY  
16351 Arlington Lane  
Huntington Beach, Orange County  
California 92649  
Tel: 714-846-4665  
E-mail: [christynagrays@gmail.com](mailto:christynagrays@gmail.com)  
Plaintiff *in propria persona*

Charles Edward Lincoln, III  
c/o Peyton Yates Freiman  
603 Elmwood Place, Suite #6  
Austin, Texas 78705  
Telephone: 512-968-2500  
Facsimile: 561-691-1423  
E-Mail: [charles.lincoln@rocketmail.com](mailto:charles.lincoln@rocketmail.com)  
Plaintiff *in propria persona*

RENADA NADINE MARCH  
7 Bluebird Lane  
Aliso Viejo, California 92656  
Tel: 949-742-0436  
E-mail: [renadajewel@gmail.com](mailto:renadajewel@gmail.com)  
Plaintiff *in propria persona*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA-SOUTHERN DIVISION  
(SANTA ANA)**

CHRISTYNA LYNN GRAY,  
CHARLES EDWARD LINCOLN, III,  
RENADA NADINE MARCH,  
Plaintiff,

v.

STEVEN DAVID SILVERSTEIN,  
RON ELTER, JOHN RAMPOLLO,  
GRE DEVELOPMENT, INC., individually  
and as agents and trustees of the  
4 Via Corbina Trust, Christopher Archuleta,  
MERS (Mortgage Electronic Registration  
Services), other unnamed Attorney  
Defendants John & Jane Does 1-10,  
MEGLADON FINANCIAL, L.L.P.,  
ATLAS PROPERTIES REAL ESTATE,  
JAMES RADWAN, ROCHELLE MATKIN  
TRUSTEE CORPS, RUSSELL BELL,  
QUALITY LOAN SERVICE Corp.,  
FIRST NEWPORT PROPERTIES, LLC,

**PLAINTIFF'S FIRST AMENDED COMPLAINT  
GRAY, LINCOLN, & MARCH v. SILVERSTEIN et al.**

2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
FILED  
2009 DEC -7 PM 3:06  
CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

Case No. SACV09-1072 DOC (Ex)

FIRST AMENDED COMPLAINT

SUGGESTION OF CLASS for  
CERTIFICATION UNDER  
FRCP RULE 23



1  
2  
3 (4) Plaintiffs suggest under Fed. R. Civ. Pro. Rule 23 that this case involves issues  
4 affecting such a large number of Plaintiffs, whose identity and whereabouts are  
5 difficult to ascertain, that a class action is the most efficient, feasible, and judicially  
6 economical means of resolving the issues herein raised, and that the Court should  
7 utilize its discretion to appoint competent class counsel to represent the Plaintiffs in  
8 this case and the class of plaintiffs of which they are members.

9 **FACTUAL & LEGAL BACKGROUND**

10 (5) Plaintiffs were brought together by their mutual horror and disgust at the  
11 illegal actions and opprobrious conduct of one particular attorney, Steven David  
12 Silverstein, who appears to be among the leading practitioners implementing the  
13 following customs, practices and policies having the force of law in California which  
14 effect a systematic deprivation of the fundamental constitutional rights of the  
15 Plaintiffs, and thousands of other plaintiffs whose identity is unknown:

16 (6) Conducting non-judicial foreclosure sales during negotiations for loan  
17 modification in defraud and defeasance of the implied covenant of good faith and  
18 fair dealing;

19 (7) Conducting non-judicial foreclosure sales during the pendency of material  
20 disputes, including actual pending litigation concerning title and standing to collect  
21 debts under color of laws which effectively preclude contests to title & standing;

22 (8) Initiating eviction proceedings in California Superior Court without any  
23 reasonable prior notice of sale of property, as the primary and preferred means of  
24 informing occupants/mortgagors or their assignees, of the existence of sales;

25 (9) Imposing and conducting a system of judicial evictions in California Superior  
26 Courts after non-judicial foreclosures, all of which are “rigged” in the sense of  
27 outcomes predetermined in favor of evicting parties, in such a manner that title  
28 disputes concerning the right to foreclose or evict from properties has been all but

1  
2  
3 abolished; California stands almost alone in the United States of America in not  
4 giving disputes over title legal superiority and priority to disputes over possession;

5 (10) Imposing and conducting a system of judicial evictions in California Superior  
6 Courts after non-judicial foreclosures which interfere with and impair the common  
7 law and statutory obligations of contract in violation of the Constitution, and which  
8 denies to certain classes of people, namely mortgagors, the equal rights to

9 (11) inherit, purchase, lease, sell, hold, and convey real and personal property  
10 (within the meaning of 42 U.S.C. §1982) and

11 (12) to make and enforce contracts, to sue, be parties, give evidence, and to the full  
12 and equal benefit of all laws and proceedings for the security of persons and property  
13 (within the meaning of 42 U.S.C. §1981(a)).

14 (13) For purposes of this complaint, the term "make and enforce contracts"  
15 includes the making, performance, modification, and termination of contracts, and  
16 the enjoyment of all benefits, privileges, terms, and conditions of the contractual  
17 relationship (within the meaning of 42 U.S.C. §1981(b);

18 (14) For purposes of this complaint, Plaintiffs contend that 42 U.S.C. §1981, and  
19 42 U.S.C. §1982 are the key federal civil rights statutes because they together outline  
20 and guarantee general, federally secured and specified, equal civil rights in the  
21 making of contracts and ownership of property; Plaintiffs submit that these statutes,  
22 regardless of their Reconstruction-era origins, should be construed as "color blind"  
23 under modern Supreme Court interpretations of civil rights so that equal rights to  
24 make and enforce contracts, to sue, be parties, and give evidence concerning the  
25 rights arising therefrom, including the right to own property, should both be applied  
26 and construed as though they did not contain the nearly identical phrase, "as is  
27 enjoyed by white citizens" and/or "as is enjoyed by the white citizens thereof;"  
28 Plaintiffs submit and contend that the law must be applied in fact to guarantee civil

1  
2  
3 rights in the making and enforcement of contracts and the ownership of property to  
4 all citizens, and not merely that non-white citizens may not be denied their civil  
5 rights “any more” than such rights are denied to white citizens, which is a possible  
6 construction of civil rights jurisprudence prior to 1989.

7 (15) Plaintiffs submit, in brief that the situation in the California Superior Courts  
8 relating to the enforcement and application of non-judicial foreclosures by judicial  
9 evictions has reached a crisis of epidemic or even pandemic proportions, especially  
10 in Orange County, and

11 (16) that the civil rights of mortgagors to “to make and enforce contracts, to sue, be  
12 parties, give evidence, and to the full and equal benefit of all laws and proceedings  
13 for the security of persons and property” are being severely infringed under color of  
14 California law and in particular the judicial norms

15 (17) which apply to the conduct and resolution of Superior Court cases challenging  
16 the standing of certain servicers or entities claiming standing to foreclose on real-  
17 estate notes, such that the very right “inherit, purchase, lease, sell, hold, and convey  
18 real and personal property” is being infringed or even curtailed.

19 (18) In other words, the laws of the State of California as applied, in particular  
20 §2924 of the Code of Civil Procedure and related statutes, are being so applied and  
21 enforced as to effectively abolish both private property and the rights to full and  
22 equal benefits of the laws for the security of persons and property.

23 (19) Although the present Plaintiffs are all white Anglo-Saxon and Protestant, they  
24 know of no racial elements to this epidemic of civil rights violations, because they  
25 allege that the class which should be certified in this case will include tens if not  
26 hundreds of thousands of African Americans, Hispanic Surname Americans, Asian  
27 Americans, and Native Americans as well as whites, and accordingly, they submit  
28

1  
2  
3 that the essence of 42 U.S.C. §§1981, 1982, can be best preserved and applied  
4 without the qualifying language “as is enjoyed by white citizens.”

5 (20) Further, the Plaintiffs submit that this United States District Court should  
6 apply to 42 U.S.C. §§1981 and 1982 the principles articulated by the United States  
7 Supreme Court repeatedly over the past twenty years that all government racial  
8 classifications (including Federal classifications) must be analyzed by a reviewing  
9 court under strict scrutiny in the modern line of equal protection cases going back to  
10 the 1989 decision in *Richmond v. Croson*. *Adarand Constructors, Inc. v. Peña*, 515  
11 U.S. 200, 227, 115 S.Ct. 2097, 132 L.Ed.2d 158 (1995), *Johnson v. California*, 336  
12 F.3d 1117, 2003 Daily Journal D.A.R. 8295, (9th Cir., Jul 28, 2003), *Grutter v.*  
13 *Bollinger*, 539 U.S. 306, 123 S.Ct. 2325, 156 L.Ed.2d 304, 2003 Daily Journal  
14 D.A.R. 6800, (U.S., Jun 23, 2003), *Johnson v. California*, 543 U.S. 499, 125 S.Ct.  
15 1141, 160 L.Ed.2d 949, 2005 Daily Journal D.A.R. 2118, (U.S., Feb 23, 2005), *City*  
16 *of Richmond v. J.A. Croson Co.*, 488 U.S. 469, 109 S.Ct. 706, 102 L.Ed.2d 854,  
17 (U.S.Va., Jan 23, 1989).

18 (21) Plaintiffs Gray, Lincoln, and March herein submit and suggest that (despite  
19 their dispositive relevance to this case) the racial element of 42 U.S.C. §1981 has  
20 largely if not entirely outlived its usefulness, and that if the word “white” (before  
21 citizens) in 42 U.S.C. §1981 is replaced (at least conceptually) by the word “all free,  
22 fully enfranchised”, then the law will acquire new and magisterial vigor in the  
23 modern world, and promote a more just and equitable society, especially in the  
24 context of the last seven years, in which more and more people (of all racial origins)  
25 have with increasing frequency and ferocity, been denied their equal right to access  
26 to the courts and to the formal and substantive rights and procedures essential to  
27 ensure true due process of law.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

(22) The Plaintiffs in this case are, to be sure, White Anglo-Saxon Protestant Suburbanite by racial and class categorization, but this classification itself is antique and pointless. The classes involved in this case are the mortgagors vs. the mortgagees, those who use and enjoy private property against those who wish to monopolize it, and on another level, real property holders vs. false debt collectors.

**COUNT I: Civil Rights Declaratory Judgment (42 U.S.C. §§1983, 1988(a))**

(23) Plaintiffs reallege ¶¶ (1)-(22) as if fully copied and restated herein below.

(24) Plaintiffs Lincoln, March, and Gray allege that it is the custom, practice, and policy of Defendant Steven David Silverstein, other attorneys similarly situated (Defendants Doe 1-10) the Sheriff of Orange County, and the Judges and Clerks of the Superior Court of Orange County to violate 42 U.S.C. §§1981-1982 by administering and imposing a judicial regime wherein mortgagors are always, in all cases dispossessed by forcible detainers, often with no prior notice of sale or transfer of interest in their properties.

(25) The enforced consistent pro-Plaintiff results of Orange County evictions can be demonstrated statistically and by narrative evidence to show that there is no equality of access to the courts, nor any equal right “to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property” all under color of law in violation of the First, Fifth, Ninth and Fourteenth Amendments to the Constitution.

(26) Wherefore, Plaintiffs pray that this Court declare and adjudge the nature of the Orange County Superior Court custom, practice or policy concerning the resolution of non-judicial foreclosures and judicial evictions, as well as the allied and related policy of the Orange County Clerks and Sheriff’s department in administering and enforcing this policy, and that thereupon the Court

1  
2  
3 (27) Declare and adjudge that these customs, practices, and policies administered  
4 and enforced in Orange County are wholly unconstitutional and offensive to  
5 principles of due process of law, the right to petition, and the rights of the people  
6 secured by 42 U.S.C. §§1981-1982, as well as the 5<sup>th</sup> and 14<sup>th</sup> amendments, such that

7 (28) All such policies should be declared unconstitutional, null and void and all  
8 decisions reached and transfers of title thereunder during the past year likewise be  
9 declared null and void and finally that

10 (29) Steven David Silverstein, Orange County Sheriff Sandra Huchens, and all of  
11 their agents or employees be now and forever enjoined from continuing or  
12 perpetuating these customs, practices, and policies in Orange County or elsewhere.

13 (30) Wherefore, Plaintiffs pray for their costs of suit incurred in obtaining these  
14 declaratory judgments, and that a permanent injunction shall issue against all the  
15 Defendants, their employees, assigns, officers, and successors in interest never again  
16 to enforce unconstitutional non-judicial foreclosures and judicial evictions in  
17 violation of 42 U.S.C. §§1981, 1982.

18 **COUNT II: Declaratory Judgment re: Breach of Good Faith & Fair dealing**

19 (31) Plaintiffs reallege ¶¶(1)-(30) as if fully copied and restated herein below.

20 (32) Plaintiffs March and Gray allege that they were engaged in negotiations to  
21 modify their mortgages at the time that their homes were sold and eviction  
22 proceedings initiated, and that Defendants One West Bank and Chase Bank had  
23 agreed to extend these modifications as a full tender of payment on the loans.

24 (33) Plaintiffs March and Gray further allege that they were engaged in bankruptcy  
25 proceedings, and that their alleged lenders One West Bank and Chase Bank had  
26 specifically agreed to accept the results of bankruptcy discharge as a basis for  
27 restructuring and modification of their loans, in tender of full discharge of the  
28 previous mortgage notes.



1  
2  
3 (34) Plaintiffs March and Gray further allege that (respectively) One West and  
4 Chase conducted secret sales of their property while bankruptcy and/or negotiations  
5 were in full swing and pending, without any notice or disclosure to these Plaintiffs.

6 (35) Plaintiff Lincoln alleges that he tendered payment in full to Wells Fargo prior  
7 to sale, conditioned only on proof by Wells Fargo of Status as holder in due course  
8 of Hal Kuder's note, which had been assigned to Lincoln, and that Wells Fargo  
9 either affirmatively rejected his tender or implicitly rejected it by silence, and then  
10 proceeded to conduct a secret sale of the property even when litigation was pending  
11 without any notice to him.

12 (36) Plaintiffs Lincoln, March, and Gray allege that the conduct of Chase Bank,  
13 N.A., One West Bank, N.A., and Wells Fargo Bank, N.A., was outrageous and  
14 unconscionable, and constituted such complete derogation from and violation of the  
15 implied covenant of good faith and fair dealing under California Common and  
16 Statutory Law that the sales effected for their respective properties are and ought to  
17 be declared nullities without any legal force or effect, so that any evictions resulting  
18 from these foreclosures was illegal and therefore subject to claims for all actual,  
19 consequential, direct, derivative, and special damages.

20 (37) WHEREFORE, Plaintiffs Lincoln, March, and Gray pray for declaratory  
21 judgment in their favor and against Defendants Wells Fargo, One West, and Chase  
22 Bank, to nullify the sales of the property concerned and

23 (38) Plaintiffs further pray that the banks, servicers, and attorneys who conducted  
24 these sales be assessed all of the Plaintiffs' actual damages, and that judgment be  
25 entered rescinding, reversing, and/or voiding all three sales to GRE Development,  
26 Megladon Financial, and Newport Properties or any party taking thereunder.

27 (39) In addition, because of his actual and superior professional knowledge,  
28 Plaintiffs pray that Defendant Steven David Silverstein be assessed treble their actual

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

damages and costs of suit as punitive and exemplary damages, to punish his outrageous conduct and serve as an example to deter others similarly situated from engaging in similar conduct.

**COUNT III: California Civil Code Section 1714.10 is UNCONSTITUTIONAL**

(40) Plaintiffs reallege ¶¶(1)-(39) as if fully recopied and restated herein below.

(41) The California law providing that

No cause of action against an attorney for a civil conspiracy with his or her client arising from any attempt to contest or compromise a claim or dispute, and which is based upon the attorneys' representation of the client, shall be included in a complaint or other pleading unless the court enters an order allowing the pleading that includes the claim for civil conspiracy to be filed after the court determines that the party seeking to file the pleading has established that there is a reasonable probability that the party will prevail in the action.

violates 42 U.S.C. §1981 in that it creates special classes of privileged citizenry and denies both equal protection of the law and due process of law to certain classes of citizens (non-lawyers). The Court should declare and adjudge that California Civil Code §1714.10 is facially unconstitutional under the First, Fifth, Ninth, and Fourteenth Amendments to the Constitution as a denial of the right to Petition, denial of due process, infringement upon the rights reserved to the people, and a violation of equal protection of laws by creating a privileged class.

(42) The creation of this privileged class of attorneys also and further violates both Article 1, §9, Cl. 8 & §10, Cl. 1, of the United States Constitution by effectively creating a title of nobility, as well as violating the privileges and immunities clause of Article IV, §1, Cl. 2 by creating for California lawyers a special privilege and immunity not available to citizens of any other of the several states.

(43) No state can grant to any of its citizens special privileges or immunities which discriminate against citizens of other states or create an inequality between citizens of one state and those of another, but Cal Civil Code §1714.10 has this precise effect.

1  
2  
3 (44) WHEREFORE, Plaintiffs pray that California Civil Code §1714.10 be  
4 declared unconstitutional, null and void for all purposes and applications, and will  
5 grant them all their reasonable costs of suit as well as permitting them to sue  
6 Silverstein for all their actual damages resulting from his collusion and conspiracy  
7 with other Defendants and non-Defendants, including Superior Court Judges who  
8 may be immune from suit.

9 **COUNT IV: Cal. Civil Code §1714.10 DOES NOT IMMUNIZE SILVERSTEIN**

10 (45) Plaintiffs reallege ¶¶(1)-(44) as if fully copied and restated herein below.

11 (46) Plaintiffs allege that Silverstein and Elter and several Defendants John Doe are  
12 partners and investors in the real properties seized in eviction proceedings.

13 (47) In particular, GRE Development shares an office with Steven David  
14 Silverstein and the 4 Via Corbina trust, and Plaintiffs allege that Silverstein is acting  
15 not merely in the course of representation of a client in Lincoln's case (4 Via  
16 Corbina/GRE Development) at least, but on his own behalf and for his own benefit.

17 (48) There was no arms length transaction involving the sale of 4 Via Corbina and  
18 so GRE Development and/or the 4 Via Corbina Trust are not bona fide purchasers  
19 for value---they could not have been bona fide purchasers in any event because they  
20 took from Cal-Western Reconveyance nine months after Charles Edward Lincoln  
21 tendered payment in full to Wells Fargo Bank and Cal-Western Reconveyance,  
22 asking only for proof of Wells Fargo's status as "holder in due course" which is  
23 merely "conditional" in the sense that Wells Fargo prove its entitlement to collect so  
24 much as one dime on the subject property 4 Via Corbina in Rancho Santa Margarita.

25 (49) Plaintiffs further allege that any rule, even if not facially unconstitutional, is  
26 unconstitutional as applied according to a state judicial norm "which requires a  
27 judicial determination of reasonable probability of success prior to permitting the  
28 filing of an action against an attorney based on a claim of civil conspiracy with a

1  
2  
3 client” because such a rule (as articulated by Defendants) constitutes a per se denial  
4 of equal access to the courts due process and of equal access to the courts and legal  
5 processes in violation of 42 U.S.C. §1981.

6 (50) Access to discovery of facts is a key element of due process of law and equal  
7 access to the Courts as discovery procedures are often critical to the determination of  
8 the accuracy or inaccuracy of any legal complaint, suit at law, or equitable action.

9 (51) Plaintiffs allege that Steven David Silverstein’s relationship with the Judges of  
10 the Orange County Superior court is so close and intimate that there exists a  
11 continuing and ongoing agreement and understanding between them in derogation of  
12 due process of law and equal protection of persons and property, in violation of 42  
13 U.S.C. §§1981, 1982 and also of the 5<sup>th</sup> and 14<sup>th</sup> Amendments.

14 (52) WHEREFORE, Plaintiffs pray that (in the alternative to the previous count)  
15 even if California Civil Code §1714.10 is not unconstitutional on its face, it is either  
16 unconstitutional as applied to Steven David Silverstein or simply does not, as a  
17 matter of fact or law, apply to Silverstein at all, and Plaintiffs pray that this Court  
18 will so declare and adjudge, granting them all their costs of suit, in addition to the  
19 full and unfettered right to recover from Silverstein all of their damages for civil  
20 conspiracy with other Defendants and non-defendants, including collusion or  
21 conspiracy with Superior Court Judges who may be otherwise immunized from suit.

22 **COUNT V: Cal. Civil Code §2924 Unconstitutionally Impairs Contract**

23 (53) Plaintiffs reallege ¶¶(1)-(52) as if fully copied and restated herein below.

24 (54) California Civil Code §2924 is expressly designed to impair the obligations  
25 and rights of and arising under contracts relating to mortgages and promissory notes,  
26 and to create grossly favored and unfavored classes of property owners based in  
27 large part on willingness to lie and nothing else; any statute designed to create  
28 unequal classes of litigants in Court directly violates 42 U.S.C. §1981, and California

1  
2  
3 Civil Code §2924 irrationally and unfairly grants certain classes of individuals  
4 superior rights “to make and enforce contracts, to sue, be parties, give evidence, and  
5 to the full and equal benefit of all laws and proceedings for the security of persons  
6 and property” and thereby also creates unequal classes of people with regard to the  
7 rights “to inherit, purchase, lease, sell, hold, and convey real and personal property.”

8 (55) California Civil Code §2924 provides in part:

9 (c) A recital in the deed executed pursuant to the power of sale of  
10 compliance with all requirements of law regarding the mailing of copies  
11 of notices or the publication of a copy of the notice of default or the  
12 personal delivery of the copy of the notice of default or the posting of  
13 copies of the notice of sale or the publication of a copy thereof shall  
14 constitute prima facie evidence of compliance with these requirements  
15 and conclusive evidence thereof in favor of bona fide purchasers and  
16 encumbrancers for value and without notice.

17 (56) This provision irrationally denies equal rights to sue and give evidence to  
18 mortgagees whose properties were the victims of fraudulent foreclosures  
19 (foreclosures instituted or prosecuted by any party, principal, witness, or attorney  
20 willing either knowingly or negligently to present false recitations regarding  
21 compliance with statutory provisions regarding service and delivery of notices).

22 (57) All three Plaintiffs in this case can and truthfully do and will deny under oath  
23 that Defendants Wells Fargo Bank, One West Bank, JP Morgan Chase, Cal-Western  
24 Reconveyance, Quality Loan Service, or Trustee Corps, or Steven David Silverstein  
25 or any of their agents or employees actually complied with all or in fact any of the  
26 procedural requirements of noticing default or notice of sale or of three day notice to  
27 quit prior to initiating eviction actions.

28 (58) For a law to provide that mere recitation in a deed of certain facts will  
constitute *conclusive evidence* which acts to bar or determine the outcome of any  
judicial proceeding does itself constitute a statutory denial of due process of law and  
a discriminatory disadvantage to those who are the victims of fraudulent foreclosures



1  
2  
3 (foreclosure by parties, principals, witnesses and attorneys who make false  
4 statements of fact, such as claims to lawful right to fore, such as, Plaintiffs' evidence  
5 will show, are nearly all the foreclosures in California today, because in fact most  
6 foreclosures are conducted by parties without contractual entitlement to do so).

7 (59) Plaintiffs submit that the non-judicial foreclosure laws of the state of  
8 California, especially but not limited to Civil Code §2924(c) quoted above, expressly  
9 and unequivocally constitute (1) an impairment of the right to make and enforce  
10 contracts and to give evidence for the security of persons and property, (2) deny due  
11 process of law in the making and enforcing of contracts and to give evidence  
12 regarding the same for the security of persons and property, (3) deny equal  
13 protection of the law in the making and enforcing of contracts and to give evidence  
14 regarding the same for protection of persons and of property.

15 (60) WHEREFORE, Plaintiffs pray and request that this Court declare and adjudge  
16 that California Civil Code §2924(c) is unconstitutional on its face, and as such that  
17 all foreclosure sales against any of the Plaintiffs or persons similarly situated in the  
18 State of California are null and void and that Plaintiffs and persons similarly situated  
19 are entitled to a rescission of sale and restoration of their property.

20 (61) WHEREFORE, additionally, Plaintiffs pray and request that this court declare  
21 and adjudge that all elements of contractual provisions, and of compliance with  
22 contractual and statutory requirements for the proof of compliance, are equally  
23 subject to challenge and the presentation of evidence by any party to a contract or  
24 person legitimately interested in the subject matter of the contract.

25 (62) No non-judicial foreclosure should be upheld judicially if the truth of the  
26 underlying facts, including the status of a buyer as a bona fide purchaser for value, is  
27 disputed or contested by competent witnesses presenting competent evidence, and  
28 accordingly no presumptions which create either the certainty or even the strong



1  
2  
3 likelihoods that one side or another of any contractual dispute should prevail should  
4 ever withstand challenge under 42 U.S.C. §§1981, 1982, or the Fifth or Fourteenth  
5 Amendments to the Constitution of the United State, when (read as color blind)  
6 statutes and constitutional provisions affording equal protection of the laws to all  
7 citizens and legal residents of the United States of America.

8 **COUNT VI: CAL. CIVIL CODE §2924 UNCONSTITUTIONAL AS APPLIED**

9 (63) Plaintiffs reallege ¶¶(1)-(62) as if fully copied and restated herein below.

10 (64) Defendants, but especially Defendant Steven David Silverstein in his Express  
11 Foreclosure business, all depend upon the California Courts' unconstitutional glosses  
12 and applications of and upon California Civil Code §2924 in addition to the statute's  
13 facial infringement upon the equal rights of all persons to make and enforce  
14 contracts, to sue and present evidence.

15 (65) Silverstein expressly relies upon the California case of *Homestead Savings v.*  
16 *Darmiento*, 230 Cal.App.3d 424, 436, 437 (1991) which held that:

17           Where the evidence establishes that the trustee conveys title to a  
18           bona fide purchaser and the trustee's deed contains the language  
19           specified in §2924, the sale is not voidable.

19 And

20           The purchaser's title is free and clear of all rights of the trustor or  
21           anyone claiming under or through the trustor, including liens that have  
22           attached to the property after the execution of the foreclosed deed of  
23           trust.

24 (66) These above-and-forgoing judicially formulated normative applications of  
25 §2924 violate, respectively, the same equal right to make and enforce contracts and  
26 to sue and give evidence for the security of persons and property secured by 42  
27 U.S.C. §1981 and the equal rights of all persons to purchase, lease, sell, hold, and  
28 convey real and personal property guaranteed by 42 U.S.C. §1982.

1  
2  
3 (67) Silverstein also expressly relies on *Napue v. Gor-Mey West, Inc.*, 175 Cal.  
4 App.2d 608, 620-621, 220 Cal.Rptr. 799 (Cal.App. 2<sup>nd</sup> Dist., Div. 3, 1985) as a  
5 judicially articulated norm having the force and effect of law:

6 Section 2924 of the Civil Code creates a conclusive presumption in  
7 favor of a bona fide purchaser at a trustee's sale that if the trustee's deed  
8 recites that all requirements of law have been complied with regarding  
9 the mailing, posting, publication, or personal delivery of the notice of  
10 default and the notice of sale, the recital is conclusive. In other words,  
failure to comply with the notice requirements is a ground to cancel the  
sale only as against a party who is not a bona fide purchaser. A sale to a  
bona fide purchaser is not voidable.

11 (68) Conclusive presumptions which render certain transactions UNILATERALLY  
12 non-voidable deny equal access to the courts to sue and give evidence and further  
13 deny the equal right to purchase, sell, or convey property in plain and express  
14 violation of 42 U.S.C. §§1981, 1982.

15 (69) The entire California non-judicial foreclosure system implemented with  
16 conclusive presumptions which cannot be rebutted either in forcible detainer or any  
17 other judicial proceedings inevitable tends to the absolute destruction of private  
18 property and the equal rights of all people to own and convey property, to make  
19 contracts, and to invoke the protection of the courts in so doing.

20 (70) In short, California Civil Code §2924, both on its face and as applied, is a  
21 constitutional nightmare and a statute transitional to corporate-governmental  
22 communism where citizens only hold property at the sufferance of corporate-  
23 governmental financial services and property-holding conglomerates such as the  
24 banking and mortgage servicing defendants in this case, backed up by attorney-pirate  
25 operating under color of law such as Defendant Steven David Silverstein.

26 (71) WHEREFORE, Plaintiffs Christyna Lynn GRAY, Charles Edward  
27 LINCOLN, and Renada Nadine MARCH all pray that this Court will strike down  
28 California Civil Code §2924 as constituting an unconstitutional abridgement and

1  
2  
3 impairment of the right to contract, own, and convey property, all in violation of 42  
4 U.S.C. §§1981, 1982, as well as the U.S. Const. Fifth and Fourteenth Amendments.

5 **COUNT VII: TO VOID the sale(s) of 16351 Arlington Lane, Huntington Beach**

6 (72) Plaintiffs reallege ¶¶(1)-(71) as if fully copied and restated herein below.

7 (73) Defendant J.P. Morgan-Chase Manhattan has on at least three occasions sold  
8 or attempted to sell Christyna Lynn Gray's Property by and through its "servicer" or  
9 trustee Quality Loan Service Company.

10 (74) On one occasion (February-March 2009) a sale was scheduled and then the  
11 sale cancelled or rescinded (Exhibit B).

12 (75) However, on November 13, 2009, Christyna Gray's property was in fact sold  
13 to First Newport Properties LLC, as attested by Russell Bell, by Quality Loan  
14 Services, deed executed by Rochelle Matkin, Quality's assistant Vice-President.

15 (76) Plaintiff Christyna Lynn Gray was in loan modification with Chase and had  
16 been assured that her home would not be foreclosed, which loan modification  
17 constituted a full and effective "tender" of the balance due on the mortgage within  
18 the meaning of California Common and Statutory Law.

19 (77) JP Morgan Chase Bank, N.A., contracts for loan modifications and, accepts  
20 and takes loan modification payments on the false pretense that the loan will become  
21 "permanent", i.e., payment modifications maintained for the duration of the loans;  
22 instead JP Morgan Chase Bank, N.A., utilizes modification negotiations as a cover  
23 and pretext for initiating and completing non-judicial foreclosures.

24 (78) In initiating and completely non-judicial foreclosures followed by pre-emptive  
25 all but conclusively pre-determined evictions JP Morgan Chase-Bank utilizes the  
26 special privileges and immunities afforded to trustees and their attorneys by the  
27 unconstitutional presumptions, formulas and norms derived from the provisions of  
28 California Civil Code §§1714.10 and 2924 as judicially interpreted and applied.

1  
2  
3 (79) While Plaintiff Christyna Lynn Gray actually received no notice of her  
4 foreclosure sale in derogation of her loan modification negotiations, she did receive  
5 multiple notices confirming that her “trial plan” has been approved and that her  
6 payments had been received (Christyna Gray’s notices from WAMU/Chase Bank are  
7 attached under the label of Exhibit A to this Complaint).

8 (80) Christyna Lynn Gray never received any notice of default under her  
9 modification plan, but was suddenly informed (Exhibit B) that her Loan  
10 Modification had been denied even as it had been reaffirmed by Chase’s acceptance  
11 of Modification payments, and as Chase continued, as late as November 23, 2009, to  
12 express confusion and a willingness to help; the simple truth is that the Modification  
13 was an inducement to Plaintiff effectively to permit a cover for eviction.

14 (81) The November 13, 2009, sale by Quality Loan Servicing was accordingly a  
15 breach of the modification agreement, on the part of JP Morgan Chase-Manhattan, as  
16 well as a tortious breach of the implied duty of good faith and fair dealing, for which  
17 breaches Plaintiff prays for her actual and punitive damages, in addition to a  
18 rescission or cancellation of the November 13, 2009, sale, and for quiet title.

19 (82) WHEREFORE, Plaintiffs pray that this Court will void and set aside the sale  
20 conducted by Quality Loan Service Corporation as null and void, conducted under  
21 color of unconstitutional law as alleged above and under circumstances and for  
22 purposes which constituted a breach of contract and/or a fraudulent inducement to  
23 contract or change position in reasonable reliance upon false representations and/or a  
24 breach of the implied covenant of good faith and fair dealing between the Plaintiff  
25 Christyna Lynn Gray and the Defendants **JP Morgan Chase Bank, N.A., and its**  
26 **agent or “trustee” Quality Loan Service Corporation.**

27 (83) WHEREFORE, Plaintiff Christyna Lynn Gray prays for all her actual,  
28 consequential, and special damages in the full (but redacted/undisclosed) amount of

1  
2  
3 the sale price specified on Trustee's Deed Upon Sale recorded on 11/25/2009, plus  
4 such punitive and exemplary damages against Steven David Silverstein as may be  
5 justly necessary adequately to punish this Defendant and to serve as an example to  
6 others similarly situated.

7 **COUNT VIII: to Void the Sale, etc., 4 Via Corbina, Rancho Santa Margarita**

8 (84) Plaintiffs reallege ¶¶(1)-(83) as if fully copied and restated herein below.

9 (85) In July and August, 2008, Plaintiff Charles Edward Lincoln repeatedly and  
10 formally tendered full payment of the obligations to Wells Fargo Bank, N.A., which  
11 he assumed from Hal Kuder, Jr., in June 2008, conditioned only upon the provision  
12 by Wells Fargo Bank of proof of status as holder in due course of Hal Kuder's note.

13 (86) To Plaintiff Charles Edward Lincoln's tender of payment, offers made by  
14 telephone and in writing, Wells Fargo Bank, N.A., did not respond at all.

15 (87) Plaintiffs allege that in this era of securitized mortgages, it is customary for  
16 Banks to refuse to prove their status as holder in due course of mortgage notes,  
17 because in fact, banks and finance companies all immediately sell their notes into  
18 pools or bundles either before or after receiving the note, which must be recorded as  
19 a deposit in cash under 12 U.S.C. §1813(l).

20 (88) After August 23, 2008, Lincoln made no further tender offers to Wells Fargo,  
21 but the foreclosure sale, whether legal or illegal, is not alleged to have taken place  
22 until 8 months later, on April 24, 2009.

23 (89) Rather than waiting for the foreclosure sale, however, Lincoln filed a  
24 Complaint in this Court (SA08-cv-01334 DOC(Ex)) against Wells Fargo and  
25 California Reconveyance on or about November 21, 2008, to which Defendants  
26 appeared subject to motions under Rule 12(b) in or about January or February 2009.

27 (90) Cal-Western Reconveyance had received Lincoln's First Amended Complaint  
28 in this case filed on or about April 17, 2009, one week before the April 24, 2009,

1  
2  
3 sale, of which Lincoln had absolutely and positively NO NOTICE despite the fact  
4 that he was in regular and more-or-less continuous contact with Cal-Western  
5 Reconveyance's attorneys.

6 (91) There is absolutely no possibility, under these circumstances, that Defendants  
7 GRE Development, 4 Via Corbina Trust, Ron Elter, John Rampello, or Steven David  
8 Silverstein acted in good faith in purchasing the property, and in fact these  
9 defendants took whatever interest in 4 Via Corbina they acquired by paying Wells  
10 Fargo (which had already sold the note) through Cal-Western Reconveyance (which  
11 had no legal chain of title at all) on the foreclosure of a note which had been sold to  
12 third parties in the securitization and pooling process, and so there was no way that  
13 such a thing as a bona fide purchase was remotely possible.

14 (92) Defendant Steven David Silverstein relies upon the tender rule as a  
15 precondition to alleging wrongful foreclosure, fraud, and negligence relating to  
16 defective notice of foreclosure sale, together with his reliance on California Civil  
17 Code §§1714.10 and 2924.

18 (93) Plaintiffs allege and submit that the "full tender offer" as a prerequisite to  
19 asserting claims for wrongful foreclosure, fraud, and negligence relating to defective  
20 foreclosure is but another unconstitutional impairment of the obligations and rights  
21 of contractual relations, especially as relating to state-assisted foreclosure as a means  
22 of enforcing debt, because the "full tender offer" pre-requisite denies equal  
23 protection of the laws and due process of the laws to victims of fraudulent  
24 foreclosure.

25 (94) The "full tender offer" rule as outlined in California judge-made case law acts  
26 and operates as a plain violation of 42 U.S.C. §§1981, 1982 (read color-blind) as  
27 well as the Fifth and Fourteenth Amendments and Plaintiffs pray that this court will  
28 so declare and adjudge upon final trial of this cause.



1  
2  
3 (95) It is particularly outrageous under 42 U.S.C. §§1981 and 1982 that claims for  
4 fraud leading to wrongful foreclosure could or would be either cut off *ab initio* or  
5 conclusively defeated by a “full tender offer rule” because (for example) a stranger  
6 to an original loan transaction could, merely by false recitals in compliance with  
7 §2924 and representation by counsel insulated by §1714.10, could purchase a  
8 property at a sham foreclosure sale (as Silverstein and Ron Elter apparently did as  
9 officers and representatives of the 4 Via Corbina Trust on or about April 24, 2009)  
10 and then proceed through further false recitations to file and process a fraudulent  
11 forcible detainer (eviction) case through the cookie-cutter/mass production eviction  
12 line in the Superior Courts of Orange County, State of California.

13 (96) Steven David Silverstein’s utilization of unconstitutional (and in fact,  
14 unconscionable) California Statutes and judicial norms of interpretation and  
15 application having the force and effect of customary, practical, and political law  
16 create a genuinely lawless world in which certain formulaic lies control the outcome  
17 of non-judicial foreclosures and quasi-judicial (but effectively ministerial, merely  
18 administrative) eviction proceedings.

19 (97) In the culture of lawlessness fostered by Silverstein and his allies, in collusion  
20 with the Mortgage Finance Banks and Servicers, it was completely normal for  
21 Silverstein utterly to refuse to communicate with Lincoln’s former, famous but  
22 inexperienced attorney Dr. Orly Taitz, and to expect that he owed his fellow  
23 professional neither candor nor any sort of disclosures about his activities or plans,  
24 but that he simply utilize the cover provided by a nominal attorney (like loan  
25 modification negotiations) as camouflage for his trickery and abuse of legal process.

26 (98) WHEREFORE, Plaintiffs pray that this Court will void and nullify the April  
27 24, 2009, sale of 4 Via Corbina to GRE Development, Ron Elter, John Rampello,  
28 and Steven David Silverstein, thereby restoring title to Charles Edward Lincoln, III.

1  
2  
3 **COUNT IX: Cal. Code Civil Procedure §425.16(c) is UNCONSTITUTIONAL**

4 (99) Plaintiffs reallege ¶¶(1)-(98) as if fully copied and restated herein.

5 (100) California's anti-SLAPP law provides a civil action whose effect is to enhance  
6 the freedom of speech and right to petition of defendants by limiting the right of  
7 Plaintiffs to free speech and to petition.

8 (101) California Code of Civil Procedure §§425.16 et seq. is perhaps the most  
9 irrational and counterproductive law in the United States of America today.

10 (102) Plaintiffs allege that the California anti-SLAPP law embodied in §425.16 et  
11 seq. constitutes an unconstitutional infringement upon the First, Fifth, Ninth and  
12 Fourteenth Amendments to the Constitution, as well as a plain violation of the right  
13 to sue and give evidence secured by 42 U.S.C. §1981.

14 (103) WHEREFORE, Plaintiffs pray that the Court will declare §425.16 et seq. to be  
15 unconstitutional, null and void.

16 **COUNT X: to Void the sale of 7 Bluebird Lane, Aliso Viejo**

17 (104) Plaintiffs reallege ¶¶(1)-(103) as if fully copied and restated herein below.

18 (105) Like Plaintiff Christyna Lynn Gray, Plaintiff Renada Nadine March was  
19 involved in serious forbearance and loan modification negotiations with her alleged  
20 "lender" OneWest Bank, N.A., by and through NACA (Neighborhood Assistance  
21 Corporation of America), and accordingly alleges that the October 9, 2009, sale was  
22 a breach of contract, a tortious breach of the implied duty of good faith and fair  
23 dealing, and happened without notice during a fraudulently induced period of sham  
24 negotiations.

25 (106) It was in fact on October 10, 2009, that Defendant learned (at the NACA  
26 "Save the Dream Tour" Home Save Program in Las Vegas) that Indymac had sold  
27 MARCH's property on October 9, 2009). She then returned home to find  
28 Silverstein's Three-Day Notice to Quit attached to her door. Silverstein appears to

1  
2  
3 specialize in blitzkrieg evictions following illegal and secret non-judicial foreclosure  
4 sales immunized by §2924.

5 (107) Thus the foreclosure sale was conducted in secrecy and in stealth behind  
6 RENADA NADINE MARCH's back in such a manner that RENADA NADINE  
7 MARCH defrauded of the implied covenant of good faith and fair dealing, which  
8 was so extreme and outrageous as to constitute actual or constructive fraud on the  
9 part of INDYMAC/ONE WEST, and this actual or constructive fraud right up until  
10 the moment of sale, in that the allegedly foreclosing party had no advance notice of  
11 when the final foreclosure was due to take place.

12 (108) Pursuant to the customs, practices, and policies of the State of California,  
13 Plaintiffs allege defendants in Unlawful Detainer actions have no effective defense  
14 or counterclaims whatsoever, especially regarding the legality of underlying non-  
15 judicial foreclosures.

16 (109) Plaintiffs allege that California law or customary and political practice,  
17 especially but not limited to Civil Code §§1714.10 and 2924 and Code of Civ. Pro.  
18 §425.16 fix judicial process so that all evictions will be completed, regardless of the  
19 existence or availability of valid legal objections, by preventing Plaintiff victims  
20 from raising or immunizing Defendant perpetrators from liability, even for fraud.

21 (110) The combination of circumstances put Renada Nadine March on notice that  
22 she was and would always "be denied [and] cannot enforce in the courts of [the  
23 Superior Court of Orange County in the] State [of California any of his] right[s]  
24 under any [and all] law[s] providing for the equal civil rights of citizens of the  
25 United States, or of all persons within the jurisdiction thereof." 28 U.S.C. §1443(1);  
26 42 U.S.C. §§1981, 1982, 1983, 1988(a).

27 (111) Furthermore, Plaintiffs allege and will show that they are all single, divorced,  
28 or separated persons living alone, and as such are subjects of targeted discrimination.

1  
2  
3 (112) In particular single women (Plaintiffs GRAY and MARCH) are subject to  
4 targeted discrimination by the attorneys (“officers of the court”) and Judges of the  
5 Superior Courts of California, while LINCOLN and MARCH are both persons over  
6 the age of 40, also belonging to age-disadvantaged groups.

7 (113) WHEREFORE, Plaintiffs pray that this court will void and nullify the sale of 7  
8 Bluebird Lane in Aliso Viejo, Orange County, California by the Trustee Corps to  
9 Meglodon Financial, L.L.C., and restore title free and clear of encumbrances to  
10 Renada Nadine March.

11 **COUNT XI: SLANDER OF TITLE & TORTIOUS INTERFERENCE**

12 (114) Plaintiffs reallege ¶¶(1)-(113) as if fully copied and restated herein.

13 (115) The following counts are alleged and stated conditionally dependent upon the  
14 favorable resolution to the Plaintiffs of their prayers for declaratory judgment that  
15 California Civil Code §§1714.10 and 2924 be declared either facially  
16 unconstitutional or unconstitutional as applied in this case.

17 (116) Immediately after the April 24, 2009, sale of which Plaintiff Charles Edward  
18 Lincoln, III, was utterly unaware, Defendant John Murk represented Defendant  
19 Deanna Dagnolo’s interest in the property located at 4 Via Corbina by interacting  
20 with the de facto property manager Peyton Yates Freiman, whereas Defendant  
21 Dagnolo resided in said property as a tenant and Diane, as tenant is in breach of  
22 contract by breaking the lease.

23 (117) Plaintiff alleges that these defendants conspired with Steven David Silverstein  
24 and GRE Development to wrest control of the property from Lincoln after the illegal  
25 foreclosure sale and transfer from Wells-Fargo and Cal-Western Reconveyance to  
26 GRE Development/4 Via Corbina Trust.

1  
2  
3 (118) Plaintiff accordingly sues Defendants Silverstein, Murk, and D’Agnolo for  
4 Illegal Transfer under RICO, Slander of Title and Interference of Contract and  
5 Advantageous Business Action and Breach of Contract.

6 (119) Plaintiff Lincoln alleges and asserts that Defendants GRE Development Inc,  
7 by and through their, then attorney Defendant Steven D. Silverstein bought a  
8 property located at 4 Via Corbina, Rancho Santa Margarita illegally from Cal-  
9 Western Reconveyance at a sale that should not have been allowed to transpire  
10 during a pending lawsuit regarding a Clouded Title.

11 (120) Plaintiff filed a Lis Pendens with his Complaint for Quiet Title with the US  
12 District Clerk and with the Orange County Recorder’s office.

13 (121) Cal-Western has acted fraudulently by selling this property without any notice  
14 that the title was clouded, keeping their mouth shut while selling lawsuits alongside  
15 the property located at 4 Via Corbina; as noted above, Plaintiffs dispute the validity  
16 of Cal. Civil Code §2924 to insulate any of the parties to this transaction.

17 (122) The act of selling or transferring this property under such terms constitutes a  
18 count of Racketeering, in violation of Title 18 of the US Code under RICO.

19 (123) GRE Development/4 Via Corbina Trust in collusion with Cal-Western and  
20 Silverstein formed a corrupt enterprise in transferring, selling and buying the  
21 property at 4 Via Corbina under RICO, 18 U.S.C. §1961 et seq..

22 (124) As of the date of his filing of forcible detainer and eviction proceedings  
23 against Lincoln, Silverstein had not provided ANY purported deed of sale or  
24 documents stating that his clients GRE actually obtained the property at a legal sale.  
25 In fact his clients at GRE Inc, sent out their agents along with a local Constable and  
26 tried to intimidate Tenant Dagnolo with threats of forcible eviction.

27 (125) They then called Lincoln’s trustee, Peyton Yates Freiman, and told him that  
28 they were in fact the new owners of 4 Via Corbina. When Lincoln’s trustee Freiman

1  
2  
3 asked their lawyer Steven D. Silverstein if he could see the deed Silverstein refused  
4 saying that he needed to see paperwork from Freiman;

5 (126) throughout this litigation and its antecedents, Silverstein relies upon  
6 procedural immunity as an attorney, and Plaintiffs pray that this court will strip him  
7 of all such immunity.

8 (127) Plaintiff contends that even if they COULD provide a recorded deed that it  
9 should be rendered void because of the dispute of clouded title, and at the very least,  
10 give good cause to sue for Slander of Title. The recordation of an instrument facially  
11 valid but without underlying merit will, of course, give rise to an action for slander  
12 of title (*Forte v. Nolfi* (1972) 25 Cal.App.3d 656, 685-686 [102 Cal.Rptr. 455]).

13 (128) GRE DEVELOPMENT/4 Via Corbina Trust, by and through their attorney  
14 Silverstein questioned whether Plaintiff Lincoln ever owned the property in the first  
15 place to Defendant Murk, who eventually agreed to move based on the allegations  
16 and threats of criminal trespass of Defendant Silverstein.

17 (129) Lincoln submits that he has at all relevant times held the sole legal title in  
18 hand in the form of an original deed from the previous owner, Hal Kuder, to him and  
19 can provide the Court with a certified copy after he files the deed with the Recorder.  
20 He simply thought filing a copy of the deed in multiple Courts in Complaints for  
21 Quiet Title would be sufficient to assuage any doubts as to his right to Title. Besides  
22 with possession, title is presumed.

23 (130) "Possession is not **title**, but only evidence from which **title** may be presumed."  
24 *President & Trustees of San Diego v. Allison*, 46 Cal. 162 (Cal. 1873); 1873 Cal.  
25 LEXIS 152. Plaintiff alleges that he had possession through an agreement with  
26 Defendants John Murk and Deanna D'Agnolo in the form of a Lease (attached as  
27 Exhibit B to Plaintiff's original complaint in this case). The threats made by GRE  
28 Development by and through their lawyer Steve Silverstein constituted a slander of



1  
2  
3 title, a threat of malicious prosecution, and a tortious interference with Plaintiff's  
4 right to possession and title.

5 (131) Assuming the invalidity of California Civil Code §§1714.10 and 2924, as  
6 alleged above, Defendant Steven David Silverstein acted without privilege to do so  
7 when he published to John Murk and Dianne D'Agnolo false statements that  
8 disparaged Plaintiff Lincoln's title to property constituted a Slander of Title by  
9 Disparagement under Cal. Civil Code § 40.81:

10 A statement is disparaging if it casts doubt as to the ownership  
11 of property. Section 629 of the first Restatement, defining  
12 disparagement, states that "[m]atter which is intended by its publisher to  
13 be understood or which is reasonably understood to cast doubt upon the  
14 existence or extent of another's property in land, chattels or intangible  
things, or upon their quality, is disparaging thereto, if the matter is so  
understood by its recipient." Many California cases have cited this  
definition.

15 Clearly, a direct denial of the plaintiff's title or claim of a  
16 leasehold interest in the property is actionable as slander of title. Thus,  
17 the defendant slandered the plaintiff's title to timber when he wrote a  
18 letter to a prospective buyer of the timber from the plaintiff which  
19 falsely said that the defendant was the owner of the timber. Defendant  
20 may cast "doubt" on the plaintiff's title without directly contesting it.  
21 Examples of indirect disparagement are (1) the filing by a developer of  
22 a master plan which falsely implied the right to use the plaintiff  
neighbor's property, (2) the recordation by the defendant of a document  
entitled "Rescission of Contract," falsely charging the seller-plaintiff  
with fraud, (3) the recordation of a fraudulently obtained deed of trust to  
the plaintiff's property, (4) the recording of a fraudulent grant deed to  
plaintiff's property, and (5) the wrongful recordation of a mining claim  
to property leased by the plaintiff.

23 (132) The Defendants Silverstein and GRE successfully intimidated Plaintiff Charles  
24 Edward Lincoln's tenant, threatening criminal prosecution if she does not leave the  
25 premises. They even went so far as to appear with a Police Officer to get this point  
26 across to the Tenant.

27 (133) These threats were made to influence and turn the Tenant against the owner  
28 Charles Lincoln, making it a "he said, she said" situation creating undue suspicion in

1  
2  
3 the Tenant's mind towards the property owner, destroying Lincoln's relationship  
4 with his tenant.

5 (134) Another statement of definition of the tort, perhaps more pertinent to the facts  
6 of this case, is to be found in *Fearon v. Fodera* (1915) 169 Cal. 370, at pages 379  
7 and 380 [148 P. 200], as follows: "Slander of title," as recognized by the law, may  
8 be defined to be defamation of **title** to property, real or personal, by one who falsely  
9 and maliciously disparages the **title** thereto, and thereby causes the owner thereof  
10 some special pecuniary loss or damage. "Admittedly under this definition **slander of**  
11 **title** may be committed by maliciously clouding the **title** to real property and causing  
12 damage to the owner thereof by the execution, willful acceptance, and malicious  
13 recordation of a deed, which falsely declares the **title** of the property involved to be  
14 in a person other than the true owner.

15 (135) In destroying this relationship GRE, by and through their attorney Silverstein  
16 have irreparably hurt Lincoln's relationship with his tenant through threats and  
17 subsequently deprived him from the rent that he would have otherwise received  
18 from Defendant Diane Dagnolo.

19 (136) California has adopted the definition of the tort of slander of title set forth in  
20 section 624 of the Restatement of Torts, which provides: "One who, without a  
21 privilege to do so, publishes matter which is untrue and disparaging to another's  
22 property in land . . . under such circumstances as would lead a reasonable man to  
23 foresee that the conduct of a third person as purchaser or lessee thereof might be  
24 determined thereby is liable for pecuniary loss resulting to the other from the  
25 impairment of vendibility thus caused." (*Howard v. Schaniel* (1980) 113  
26 Cal.App.3d 256, 263-264 [169 Cal.Rptr. 678]; see *Gudger v. Manton* (1943) 21  
27 Cal.2d 537, 541 [134 P.2d 217].  
28

1  
2  
3 (137) Nowhere does a California decision require that the published matter create a  
4 legal "cloud" upon plaintiff's title to constitute a disparagement. Indeed, the tort may  
5 be committed through the use of oral statements ( *Burkett v. Griffith* (1891) 90 Cal.  
6 532, 537-538 [27 P. 527]) or signs ( *Phillips v. Glazer* (1949) 94  
7 Cal.App.2d [\*\*\*19] 673, 674 [211\_P.2d 37]), neither of which involve any  
8 recordation whatsoever.

9 (138) Plaintiff asserts that in emailing Defendants John Murk and Diane Dagnolo  
10 repeatedly, Defendants GRE Development, by and through their attorney, Defendant  
11 Steven D. Silverstein have in fact published untrue and disparaging comments  
12 regarding the ownership of the land located at 4 Via Corbina through written word  
13 AND Orally as John Murk has purportedly talk to agents of GRE Development face  
14 to face. He accordingly sues Defendants GRE and Steven D. Silverstein for Tortious  
15 Interference under Restatement Second of Torts, § 629 and disparagement:

16 § 629 Disparagement Defined

17 A statement is disparaging if it is understood to cast doubt upon the  
18 quality of another's land, chattels or intangible things, or upon the  
19 existence or extent of his property in them, and

20 (a) the publisher intends the statement to cast the doubt, or

(b) the recipient's understanding of it as casting the doubt was  
reasonable.

21 **COUNT XII: FORCIBLE DETAINER**

22 (139) Plaintiffs reallege ¶¶(1)-(138) as if fully copied and restated herein below.

23 Defendants GRE Development Inc and 4 Via Corbina Trust are guilty of a Forcible  
24 Detainer given that they have repeatedly, after having been informed of the clouded  
25 title by Plaintiff Lincoln, changed the locks of the property in question in an effort to  
26 take unlawful possession.

27 (140) Plaintiff Lincoln was in possession of the property before the locks were  
28 changed and has subsequently been forced to change the locks several times. The

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Defendants are guilty of a Forcible Detainer pursuant to Cal. Code of Civ Proc §1160:

**Every person is guilty of a forcible detainer who either:**

**1. By force, or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the same was acquired peaceably or otherwise; or**

**2. Who, in the night-time, or during the absence of the occupant of any lands, unlawfully enters upon real property, and who, after demand made for the surrender thereof, for the period of five days, refuses to surrender the same to such former occupant. The occupant of real property, within the meaning of this subdivision, is one who, within five days preceding such unlawful entry, was in the peaceable and undisturbed possession of such lands.**

(141) When told that he would be prosecuted for interfering in the possession of the property Defendant Silverstein, as representative for GRE Development and 4 Via Corbina, remained defiant and curt, saying that he represented the new owner, without ANY PROOF OF ANY KIND as to GRE Development’s ownership.

**COUNT XIII: BREACH OF CONTRACT, RICO**

(142) Plaintiffs reallege ¶¶(1)-(141) as if fully copied and reinstated herein below.

(143) Lincoln further charges John Murk and tenant Diane Dagnolo with breach of contract who signed a leasing agreement stating that they would be at the property for another 6 months.

(144) Defendants Murk and Dagnolo’s have acted in collusion with Defendants GRE and Silverstein by moving out and destroying the Plaintiff’s possession of the property.

(145) Murk has repeatedly offered up emails showing his involvement with Silverstein in accordance with Silverstein’s demands, instead of aiding Lincoln in his obvious ownership. Lincoln has provided Murk with a file marked copy of his Complaint for Quiet Title in which he shows a copy of the deed and an obvious dispute in title. Murk, for his part, simply remained reticent, and failed to show the

1  
2  
3 complaint to Silverstein, instead appearing to take GRE's side (Plaintiff alleges and  
4 submits that both Silverstein and Murk agreed and conspired regarding both the  
5 sham play act involving D'Agnolo and Murk's pretense not to know of the April 24,  
6 2009 sale, for the purpose of dislodging Lincoln from possession).

7 (146) When asked for a deed from GRE Murk provided only a list of properties  
8 GRE Development had supposedly bought. Murk stated to Lincoln and Freiman that  
9 he took this information as legally sufficient to advise or convince Tenant Diane  
10 D'Agnolo that she should leave 4 Via Corbina, thus transferring possession of an  
11 already clouded title to co-defendants who have yet to prove they actually own the  
12 property.

13 (147) This collusion has simply augmented a criminal enterprise adding both  
14 D'Agnolo and Murk to the 4 Via Corbina Trust, actionable under RICO.

15 (148) Subject to the favorable resolution of the Plaintiffs Counts for Civil Rights and  
16 Constitutional Declaratory Judgment of this Complaint alleged above regarding the  
17 constitutionality of Cal. Civil Code §§1714.10 and 2924, Plaintiff Charles Edward  
18 Lincoln, III charges each of Defendants Silverstein, Elter, Rampello, Murk and  
19 Dagnolo with liability under RICO and breach of contract in favor of aiding and  
20 abetting Silverstein's 4 Via Corbina Criminal Enterprise under RICO, including parts  
21 18 U.S.C. §§1962(a), (b), (c), and (d).

22 (149) The predicate acts of Racketeering are the several violations of 18 U.S.C.  
23 §§1341 and 1343 (mail and wire fraud) committed between May and August, 2009,  
24 by John Murk and Steven David Silverstein, by regular and electronic mail in  
25 furtherance of a scheme to defraud Plaintiff Charles Edward Lincoln, injuring him in  
26 his business and property interests by depriving him first of income from the tenancy  
27 of Diane D'Agnolo and the later from his personal beneficial use and enjoyment of 4  
28 Via Corbina, Rancho Santa Margarita, California 92688.

1  
2  
3 (150) Because of the Defendants' several violations of R.I.C.O., Plaintiff Charles  
4 Edward Lincoln has been injured in his business or property, and requests all his  
5 actual and punitive damages in the amount of \$1.5 million U.S. dollars, as allowed  
6 by 18 U.S.C. §1964(c).

7 **CONCLUSIONS AND PRAYER FOR RELIEF**

8 Defendant Steven David Silverstein alleges and contends that he acted  
9 competently, ethically, and legally in representing GRE Development, Inc., Ron  
10 Elter, and the 4 Via Corbina Trust in the eviction proceedings of which neither  
11 Lincoln nor his former attorney Dr. Orly Taitz had any lawful notice or actual  
12 knowledge prior to the appearance of Orange County Sheriff's Constables at the  
13 door of 4 Via Corbina in mid-September 2009. Likewise, Silverstein and Russell  
14 Bell submit and contend that they are acting lawfully and legitimately in connection  
15 with the sale of Christyna Lynn Gray's property at 16351 Arlington Lane,  
16 Huntington Beach, Orange County, California 92649. It is apparently the most  
17 trivial of coincidences that there are repetitive patterns of similarity between  
18 Silverstein's evictions: all involve filing forcible detainers filed after sales which  
19 either (Lincoln) which took place during hotly contested Federal civil litigation or  
20 (Gray and March) during intense and actively supported and acknowledged  
21 negotiations ostensibly leading towards loan modifications. Silverstein depends  
22 entirely upon the privileges and immunities granted to foreclosing parties and their  
23 attorneys by California Civil Code §§1714.10 and 2924, augmented by Code of Civil  
24 Procedure 425.16 and other miscellaneous privileges and immunities from suit,  
25 which unconstitutionally tend to create foreclosing parties as a special elite inside  
26 California Economic Society. Plaintiffs reiterate their prayers stated in each count  
27 above and pray for judgment accordingly after a trial-by-jury. Plaintiffs pray that the  
28 Court will reform the non-judicial foreclosure process in the State of California.



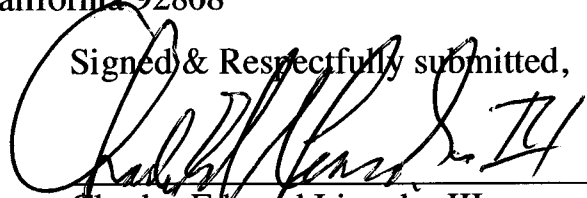
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE:**

Plaintiffs Charles Edward Lincoln, III, Renada Nadine March, and Christyna Lynn Gray certify that they have served a true and correct copy of this First Amended Complaint upon the Defendant's counsel by facsimile transmission to (714) 363-0229 as well as by electronic (e-mail) attachment to Larry Rothman's e-mail address shown as tocollect@aol.com on the cover sheet of Rothman's original filing for Defendant Silverstein, and by regular mail or courier deliver to the attorney for Steven David Silverstein:

Larry Rothman & Associates  
Larry Rothman, State Bar No. 72451  
City Plaza, 1 City Boulevard West, Suite 850  
Orange, California 92868

Monday, December 7, 2009

Signed & Respectfully submitted,  


Charles Edward Lincoln, III, pro se  
c/o Peyton Yates Freiman  
603 Elmwood Place, Suite #6  
Austin, Texas 78705  
Telephone: 512-968-2500  
Facsimile: 561-691-1423  
E-Mail:  
charles.lincoln@rocketmail.com

Monday, December 7, 2009

Respectfully submitted,

By:   
CHRISTYNA LYNN GRAY,  
***Pro se/in propria persona***

16351 Arlington Lane  
Huntington Beach, Orange County  
California 92649  
Tel: 714-846-4665  
E-mail: christynagray@gmail.com

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Respectfully signed & submitted,

Monday, December 7, 2009

By:   
RENADA NADINE MARCH,  
***Pro se/in propria persona***  
7 Bluebird Lane  
Aliso Viejo, California 92656  
Telephone: 949-742-0436  
E-mail:  
[renadajewel@gmail.com](mailto:renadajewel@gmail.com)

**Note on Exhibits:**  
**Plaintiff Charles Edward Lincoln incorporates by reference all exhibits previously submitted as attachments to the Original Complaint in this cause and in SA08cv01334-Doc(Ex).**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A:  
Christyna Gray's  
Loan Modification Correspondence  
with WAMU/Chase Bank, N.A.**



LM748

May 11, 2009

Christyna Gray  
16351 Arlington Ln  
Huntington Beach, CA 92649-2606

We need additional information to process your request.

RE: Loan Number: 0083276295  
Property Address: 16351 Arlington Ln  
Huntington Beach CA 92647

Dear Christyna Gray :

Thank you for your interest in the Homeownership Preservation Program. We've received some of the documents needed to move your request for borrower assistance forward, but we're still missing important information.

Act now to provide this information, as we cannot continue processing your application without it. The documentation we are missing is:

**HARDSHIP LETTER**

Please fax the information to 206-494-4666, or mail it to: WaMu Homeownership Preservation, P.O. Box 44016, Jacksonville, FL 32231-4016. If we do not receive it within 30 days, or at least 2 business days before the foreclosure sale date (whichever comes sooner), we will not be able to process your request.

If you cannot meet this deadline or need help submitting the additional information, please call us toll-free at 1-866-WAMU-YES (1-866-926-8937), Monday through Friday, from 5 a.m. to 6 p.m. Pacific time. For faster service, have the loan number at the top of this letter handy when you call.



May 28, 2009

LM035

Christyna Gray  
16351 Arlington Ln  
Huntington Beach, CA 92649-2606

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT,  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WE HAVE TOLD A CREDIT BUREAU ABOUT A LATE PAYMENT, MISSED PAYMENT  
OR OTHER DEFAULT ON YOUR ACCOUNT. THIS INFORMATION MAY BE  
REFLECTED IN YOUR CREDIT REPORT.

RE: Loan Number: 0083276295  
Property Address: 16351 Arlington Ln  
Huntington Beach CA 92647

Dear Christyna Gray :

We offer programs for customers who are experiencing hardships that  
prevent them from making their home loan payments. We may be able to  
assist you.

This plan is based on your reason for default: curtailment of income.

Since you have told us you're committed to pursuing a stay-in-home  
option, you have been approved for a Trial Plan Agreement. If you  
comply with all the terms of this Agreement, we'll consider a  
permanent workout solution for your loan once the Trial Plan has  
been completed.

Please sign and return the Trial Plan Agreement. We must receive the  
signed Agreement at the following address on or before 7/1/09:

Washington Mutual Bank  
7255 Baymeadows Way  
Attn: Jose R. Vargas  
Jacksonville, FL 32256

You may also fax your signed Agreement to us at 206-494-4666.

LA-LM035-010-EZ0.5676.083106



Page 2  
Loan Number 0083276295

Thank you for your cooperation. If you have any questions, you can call me at 1-866-288-7383, extension 866-926-8937.

Sincerely,

Jose R. Vargas  
Loss Mitigation Department  
Washington Mutual Bank

Enclosure

LA-LM035--010-EZ0.5676.083106





Page 3

Loan Number: 0083276295

TRIAL PLAN AGREEMENT

- \* Your loan is now due for the months of 11/07 to 5/1/09.
- \* You must send \$0.00 to reduce your total delinquency.
- \* We must receive the initial payment of \$1599.46 along with your signed Trial Plan Agreement ("Agreement") by 7/1/09. After that, the payment schedule outlined below must be followed. If you do not make your payments on time, or if any of your payments are returned for non-sufficient funds, this Agreement will be in breach and collection and/or foreclosure activity will resume.

Your payments must be received in our office on or before the following dates:

\$1599.46 8/1/09  
 \$1599.46 9/1/09

Payments are subject to change due to escrow analysis and or interest rate changes, if applicable. If you are notified of a payment adjustment, please contact our office immediately so we can adjust the terms of your Agreement accordingly. If all payments are made as scheduled, we will reevaluate your application for assistance and determine if we are able to offer you a permanent workout solution to bring your loan current.

All of the original terms of your loan remain in full force and effect, unless specifically mentioned within this Agreement. If any part of this Agreement is breached, Washington Mutual has the option to terminate the Agreement and begin or resume foreclosure proceedings pursuant to your loan documents and applicable law.

You acknowledge that in the event you file a petition in bankruptcy, Washington Mutual may elect to take any and all actions necessary, including, but not limited to voiding this Agreement, filing a Motion for relief from the automatic stay or a Motion to dismiss or any permitted state law remedies, which in Washington Mutual's judgment are reasonably necessary to secure or protect our security, the value of the security and/or to enforce our rights under the original terms of your loan.

I/We agree to the above Agreement and will make payments as outlined above. I/We understand that foreclosure action can be taken if the terms of this Agreement are not met.

Christyna Gray

Date

6/20/09

LA-LM036-004-EZ0.5797.071006

---

**From:** "Scoggin, Zachary J." <zachary.scoggins@chase.com>  
**To:** ziggy gray <christynagray@yahoo.com>  
**Sent:** Tuesday, July 14, 2009 3:02:51 PM  
**Subject:** RE: Was my payment posted?

Yes we did receive the first payment, they should have sent you payment slips for future payments, did you receive the payment slips in your package?

Zach Scoggin  
Homeownership Advisor  
Santa Ana Chase Home Ownership Center  
1300 N. Main Street - 2nd Floor  
Santa Ana, CA 92701

714-967-7260      Direct Number  
714-550-5201      Office Number  
714-543-4470      Fax Number

Zachary.scoggins@wamu.net  
Wamu, Now Backed By The Strength Of JP Morgan Chase

Hours & Location -[https://www.chase.com/chf/mortgage/hrm\\_centers\\_santaana](https://www.chase.com/chf/mortgage/hrm_centers_santaana)

**This communication may contain privileged or other confidential information. This message may be an attempt to collect a debt and any information obtained will be used for that purpose.**

---

**From:** ziggy gray [mailto:christynagray@yahoo.com]  
**Sent:** Tuesday, July 14, 2009 11:21 AM  
**To:** Scoggin, Zachary J.  
**Subject:** Was my payment posted?

Hello Zachary,

I wanted to know if you would look up my account and let me know what the status was. Also, do I send my second payment to the same person/place??

Please let me know and thank you for your time,

Christyna Gray  
16351 Arlington Lane  
Huntington Beach, CA 92649



Cut Here

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

**DO NOT SEND CASH**

Trial Period Payment (Modification Continuation Payment)

**CHRISTYNA GRAY**

Loan Number: **83276295**  
Payment Due: **\$1,599.46**  
Due Date:

**CHASE/WAMU PAYMENT PROCESSING  
PO BOX 78148  
PHOENIX, AZ 85062-8148**



Cut Here

For customers who have received a discharge in bankruptcy, or who are subject to the protections of an automatic stay in a bankruptcy proceeding, this notice is for information only and is not a demand for payment.

**DO NOT SEND CASH**

Trial Period Payment (Modification Continuation Payment)

**CHRISTYNA GRAY**

Loan Number: **83276295**  
Payment Due: **\$1,599.46**  
Due Date:

**CHASE/WAMU PAYMENT PROCESSING  
PO BOX 78148  
PHOENIX, AZ 85062-8148**

Case 8:09-cv-01072-DOC-E Document 19 Filed 12/07/2009 Page 42 of 45  
Subject: Fw: loan #83276295  
From: ziggy gray <christynagray@yahoo.com>  
Date: Mon, 23 Nov 2009 15:59:53 -0800 (PST)  
To: mom <jacbril@att.net>

----- Forwarded Message -----

**From:** Zachary Scoggin <zachary.scoggins@chase.com>  
**To:** ziggy gray <christynagray@yahoo.com>  
**Sent:** Mon, November 23, 2009 12:43:14 PM  
**Subject:** RE: loan #83276295

*Christyna,*

*I am trying to do as much as I can, we still have not received a final answer on what they will or will not do, I am sorry for this but do not know what I can do for you. We have escalated this requesting the foreclosure to be rescinded but have not heard anything back. I just sent another urgent request for my Manager to try and find out you, I will let you know something as soon as I do.*



Zach Scoggin  
Homeownership Advisor  
Santa Ana Chase Home Ownership Center  
1300 N. Main Street - 2nd Floor  
Santa Ana, CA 92701

714-967-7260 Direct Number  
714-550-5201 Office Number  
866-442-3935 Fax Number  
zachary.scoggins@chase.com

Wamu, Now Backed By The Strength Of JP Morgan Chase

This communication may contain privileged or other confidential information. This message may be an attempt to collect a debt and any information obtained will be used for that purpose.

**From:** ziggy gray [mailto:christynagray@yahoo.com]  
**Sent:** Saturday, November 21, 2009 1:35 PM  
**To:** Zachary Scoggin; Keith Cross  
**Subject:** Re: loan #83276295

I have just been served by First Newport Properties with a summons that says they are suing me. PLEASE HELP ME! This is not right.

**From:** ziggy gray <christynagray@yahoo.com>  
**To:** Zachary Scoggins <zachary.scoggins@wamu.net>; Keith Cross <bernon.cross@wamu.net>  
**Sent:** Sat, November 21, 2009 12:19:52 PM  
**Subject:** Re: loan #83276295

Hello Zach,

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit B:**  
**Christyna Gray's November 5, 2009**  
**Notice of Rejection of Modification**  
**Even in midst of Modification**  
**Negotiations and Payments**

## WaMu is becoming CHASE

Washington Mutual (JAXA2000)  
7255 Bay Meadows Way  
Jacksonville, FL 32256

11/05/09

CHRISTYNA GRAY  
16351 ARLINGTON LN  
HUNTINGTON BEACH CA 92649

### Statement of Eligibility for Loan Modification

Account: 0083276295(the "Loan")

Property Address: 16351 ARLINGTON LN  
HUNTINGTON BEACH CA 92647 (the "Property")

Dear Mortgagor(s):

Washington Mutual is writing in response to your recent request regarding a loan modification on the above-referenced account through the Making Home Affordable (MHA) program. After researching your account, we have determined that you do not qualify for a modification under the MHA program at this time for the following reason(s):

- Your income is insufficient for the amount of credit you have requested.

If your Loan is delinquent, we may be able to offer other alternatives to help avoid the negative impact a possible foreclosure may have on your credit rating, the risk of a deficiency judgment being filed against you, and the possible adverse tax effects of a foreclosure on your Property. If you are interested in discussing these possible alternatives, please contact us immediately at (877) 835-3019.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You have a right to receive a free copy of your report from the reporting agency, if you request it no later than sixty (60) days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency by contacting the agency at the number provided below:

Equifax: PO BOX 740241  
Atlanta, GA 30374-0241  
(800) 685-1111

FEDERAL ECOA NOTICE



**Von:** Jackie Brian L. (canyonrat@att.net)  
**An:** Carla Brantley  
**Datum:** Montag, den 7. Dezember 2009, 12:31:00 Uhr  
**CC:** Christyna Gray  
**Betreff:** Urgent!!! Chrstyna Gray

Loan #008327295

Carla,

First, thank you for rescinding the sale of Christyna's home.

However, I would like to know the loan amount before you send the loan docs to Christyna.

This is very important.

Loan amount and what went into the amount of the loan

Your immediate response is most appreciated

Thank you  
Jackie Lesser

Re: loan 008327295 Christyna Gray - URGENT  
Tue, December 1, 2009 4:25:15 PM  
From: ziggy gray <[christynagray@gmail.com](mailto:christynagray@gmail.com)> View Contact  
To: Carla Brantley <[carla.brantley@chase.com](mailto:carla.brantley@chase.com)>  
Cc: canyonrat <[canyonrat@att.net](mailto:canyonrat@att.net)>

Hello Carla,  
This is to inform you that Jackie Lesser has my permission to speak on my behalf.

Thank you for your time and help.

Christyna