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Plaintiff *in propia persona*

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Plaintiff *in propia persona*

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CLERK U.S. DISTRICT COURT  
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3 **UNITED STATES DISTRICT COURT**  
4 **CENTRAL DISTRICT OF CALIFORNIA-SOUTHERN DIVISION**  
5 **(SANTA ANA)**

6 Charles Edward Lincoln, III,  
7 Renada Nadine March,  
8 Daniel Mack; Joseph Cohen; Carol Cohen,  
9 Richard Mendez, Alicia Singh,  
10 Plaintiffs,

11 v.

No. SACV09-1072 DOC (Ex)

12 The State of California,  
13 Jerry Brown, Attorney General of  
14 California, in his Official Capacity  
15 Arnold Alois Schwarzenegger, Governor of  
16 The State of California, in his Official  
17 Capacity,  
18 Steven David Silverstein,  
19 Ron Elter, John Rampello,  
20 GRE Development, Inc., individually  
21 and as agents and trustees of the  
22 4 Via Corbina Trust, Christopher Archuleta,  
23 MERS (Mortgage Electronic Registration  
24 Services), other unnamed Attorney  
25 Defendants John & Jane Does 1-10,  
26 Megladon Financial, L.L.P.,  
27 Lighthouse Trust #11 Catherine H.  
28 Meyer LLC,  
DNE associates LLP,  
Atlas Properties Real Estate,  
James Radwan, Rochelle Matkin  
Trustee Corps, Russell Bell,  
Quality Loan Service Corp.,  
FIRST NEWPORT PROPERTIES, LLC,  
John Murk, Dianne D'Agnolo,  
The Honorable Sandra Hutchens,  
The Sheriff of Orange County,  
CAL-WESTERN Reconveyance,  
Dennis Stacy, Coldwell Banker,  
And JOHN & JANE DOES 11-20,  
Eric Holder, United States Attorney  
General, in his official capacity,  
Defendants.

Plaintiffs Combined  
Response TO  
Documents 49, 50,  
51-1 & 52 Pursuant  
TO Rule 12(g-i)

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3 **PLAINTIFFS COMBINED RESPONSE TO DOCUMENTS**  
4 **49, 50, 51-1 & 52 PURSUANT TO RULE 12(g-i)**

5 Come now the Plaintiffs with this their Combined Response to Documents 49, 50,  
6 51-1, & 52, namely Defendants' several Motions to Dismiss Pursuant to Rules  
7 12(b)(1)-12(b)(6) (Docs. 49 & 52), the "Silverstein Defendants'" Anti-SLAPP  
8 Motion to Strike (Doc.51-1) and the "MERS" Defendants' Request for Judicial  
9 Notice. Plaintiffs combine their response to all these motions as allowed by Rule  
10 12(g-i), which states:

11 (g) Joining Motions.

12 (1) Right to Join.

13 A motion under this rule may be joined with any other motion allowed  
14 by this rule.

15 (2) Limitation on Further Motions.

16 Except as provided in Rule 12(h)(2) or (3), a party that makes a motion  
17 under this rule must not make another motion under this rule raising a  
18 defense or objection that was available to the party but omitted from its  
19 earlier motion.

20 (h) Waiving and Preserving Certain Defenses.

21 (1) When Some Are Waived.

22 A party waives any defense listed in Rule 12(b)(2)-(5) by:

23 (A) omitting it from a motion in the circumstances described in Rule  
24 12(g)(2); or

25 (B) failing to either:

26 (i) make it by motion under this rule; or

27 (ii) include it in a responsive pleading or in an amendment allowed  
28 by Rule 15(a)(1) as a matter of course.

(2) When to Raise Others.

Failure to state a claim upon which relief can be granted, to join a  
person required by Rule 19(b), or to state a legal defense to a claim may  
be raised:

(A) in any pleading allowed or ordered under Rule 7(a);

(B) by a motion under Rule 12(c); or

(C) at trial.

(3) Lack of Subject-Matter Jurisdiction.

If the court determines at any time that it lacks subject-matter  
jurisdiction, the court must dismiss the action.

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3 (i) Hearing Before Trial.

4 If a party so moves, any defense listed in Rule 12(b)(1)-(7) — whether  
5 made in a pleading or by motion — and a motion under Rule 12(c) must  
6 be heard and decided before trial unless the court orders a deferral until  
7 trial.

8 MERS' Request for Judicial Notice is by far the most significant, followed by  
9 the Silverstein Defendants (Larry Rothman's) Anti-SLAPP Motion to Strike. For all  
10 relevant purposes the Anti-SLAPP motion will be treated as a Rule 12(f) Motion to  
11 Strike because there is no such thing as an Anti-SLAPP motion in the Federal Rules  
12 of Civil Procedure and therefore no standard of review or response to such a  
13 motion.

14 Plaintiffs object to the introduction of new evidence (see Doc 50) not even  
15 directly raised by the Plaintiff's Pleadings, and in particular object to the lack of  
16 foundation and relevance offered for some of the 11 documents submitted in  
17 Defendants' Request.

18 In particular, however, Plaintiffs DEMAND the opportunity to conduct discovery  
19 in order to clarify the significance of these documents, and submit that the Court has  
20 no choice but to grant Plaintiffs' Motion to Convert Defendants' Motions under  
21 12(b)(1)-(6) to a Motion for Summary Judgment under Rule 56, and to allow  
22 Plaintiffs' a reasonable time and opportunity for discovery prior to ruling on said  
23 MSJ (the Motions to Dismiss and to Strike should simply be denied outright, albeit  
24 without prejudice to reframe and reassert after discovery).

25 **(d) Result of Presenting Matters Outside the Pleadings.**

26 **If, on a motion under Rule 12(b)(6) or 12(c), matters outside the pleadings**  
27 **are presented to and not excluded by the court, the motion must be treated**  
28 **as one for summary judgment under Rule 56. All parties must be given a**  
**reasonable opportunity to present all the material that is pertinent to the**  
**motion.**

**INTRODUCTION**

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3 On October 12<sup>th</sup> MERS and OneWest filed a Request for Judicial Notice, and a  
4 12(b)(6) Motion to Dismiss. The Request for Judicial Notice was comprised of 11  
5 attached exhibits, that were not used or cited in the original pleadings. Specifically  
6 Exhibits 2, 4, 5, 6, 7, 8.

7 On October 14<sup>th</sup> Defendants Silverstein, GRE Development and Ron Elter  
8 filed two motions: an Anti-Slapp Motion, and a 12(b)(6) Motion to Dismiss.

9 MERS and ONEWEST, for their part, repeatedly argued that the evidence  
10 against them was too conclusory and vague to be permitted in this Court. Plaintiffs  
11 seek to augment and clarify their existing argument by providing this Court with a  
12 factual history of Mortgage Electronic Registrations Systems to further their  
13 response to MERS and ONEWEST's Motion to Dismiss.

#### 14 **A. Background of Mortgage Electronic Registration Systems**

15 Given the venerable and uninterrupted legacy of land title recording acts, it is  
16 interesting that first fundamental change to the American public land title recording  
17 systems in over three hundred years was not initiated by publically elected leaders.  
18 Instead, Defendant Mortgage Electronic Recording Systems, Inc was conceived of  
19 and created by a tight-knit group of powerful mortgage industry insiders.<sup>1</sup> In  
20 October of 1993, a task force of mortgage finance companies releases a "white  
21 paper" at an annual convention of mortgage bankers.<sup>2</sup>

22 The paper suggested that an electronic book entry system of tracking  
23 mortgage loans would be better for the mortgage lending industry than the legal  
24 system of county recording offices.<sup>3</sup> The paper encouraged comments from the real  
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26  
27 <sup>1</sup> Mullen, *supra* note X ("MERSCORP, Inc., was formed by Mortgage Bankers Association of America (MBA)  
member companies as a central electronic loan registry in an ambitious attempt to help lenders streamline the lending  
process and eliminated the need to record assignments when selling loans to other mortgage companies.").

28 <sup>2</sup> Phyllis K. Slesinger & Daniel McLaughlin, *Mortgage Electronic Registration System*, ID. L. REV. 805, 810-  
11(1995).

<sup>3</sup> *Id.*

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3 estate finance industry, leading to the formation of a steering committee affiliated  
4 with the Mortgage Bankers Association of America (MBA).<sup>4</sup>

5 The MBA is a trade association supported through dues paid by mortgage  
6 lending companies that conducts public relations for the industry. This committee of  
7 mortgage bankers retained Ernst & Young, an accounting firm, to study the  
8 feasibility of developing MERS. In addition to studying the technological and  
9 financial hurdles, the accounting firm also did some telephone interviews with  
10 mortgage loan originators, servicers, warehouse lenders, custodians, assignment  
11 processors, and employees at Fannie Mae and Freddie Mac. The accountants'  
12 primary conclusion was that the finance industry could save a lot of money by  
13 deciding not to pay the fees that local governments require to record mortgage  
14 assignments.<sup>5</sup>

15 The legislative history of MERS concept is not found in Congressional or  
16 state assembly records, but in the trade magazine Mortgage Banking. In 1995 and  
17 1996 the MBA trade association's steering committee developed a business plan that  
18 would make MERS a reality.<sup>6</sup> The principal consultant involved in creating MERS  
19 explained that the "original investors came in 'on faith' ...because the details of how  
20 MERS would work weren't ironed out until mid-1996 at working group meetings  
21 involving different industry players."<sup>7</sup> MERS' Senior Vice President of Operations  
22 and Information Management explained that the legal and technological questions  
23 behind MERS were answered when "lenders and servicers of various sizes, along  
24 with the secondary market agencies, 'got in a room together, walked through the  
25

26  
27 <sup>4</sup> *Id.*

28 <sup>5</sup> Slessinger & McLaughlin, *supra* note X, at 811-12 (estimating savings of \$51.7 million annually for mortgage servicers and \$14.1 million annually for mortgage originators).

<sup>6</sup> Schneider, *supra* note X.

<sup>7</sup> *Id.*

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3 process and came to an agreement.”<sup>8</sup> Two years after releasing the initial white  
4 paper, MERS, Inc. Incorporated in Delaware as a non-stock corporation owned by  
5 mortgage banking companies that made initial capital contributions ranging from 10  
6 K to 100 K.<sup>9</sup> according to a Mortgage Banking Association Executive Vice  
7 President involved in the creation of MERS the primary goal of the MERS initiative  
8 was to “lower costs for servicers.”<sup>10</sup>

9 Today mortgage finance companies currently use the MERS’ name to interact  
10 with the land title recording system in one of two ways: either by recording MERS’  
11 name as an assignee, or by recording by recording MERS’ names as the original  
12 mortgagee.

13 Under this recording strategy the originating lender makes a traditional  
14 mortgage loan by listing itself as the payee on the promissory note and as the  
15 mortgagee on the security instrument. The loan is then assigned to a seller for  
16 repackaging through securitization for investors. However, instead of recording the  
17 assignment to the seller or the trust that will ultimately own the loan, the originator  
18 pays MERS a fee to record an assignment to MRS in the country records. MERS’  
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23 <sup>8</sup> *Id.*

24 <sup>9</sup> *Id.* The charter members of MERS, Inc. were: 1<sup>st</sup> Nationwide Mortgage; Allied Group Mortgage, Inc.; American  
25 Home Funding; American Land Title Association; Crestar Mortgage Corp.; Fannie Mae; Freddie Mac; GE Capital  
26 Mortgage Services, Inc.; GMAC Residential Funding Corp.; HomeSide Lending, Inc.; Knutson Mortgage Corp; Lau  
27 Capital Funding; Merrill Lynch Credit Corp; Mortgage Bankers Association of America; Mortgage Guaranty Insurance  
28 Corp.; Northwest Mortgage, Inc.; ReliaStar Mortgage Corp.; Source One Mortgage Services Corp.; Texas Commerce  
Bank, NA; Chase Manhattan Mortgage; and, Weyerhaeuser Mortgage Company. *Id.* Mortgage Electronic Registration  
Systems, Inc. is actually a wholly owned subsidiary of MERSCORP, Inc. The dual structure of the company was  
designed to prevent creditors of MERSCORP from attempting to seize loans recorded in the Mortgage  
Electronic Registration Systems, Inc.’s name in the event that MERCECORP, Inc. declares  
bankruptcy. Mullen, *supra* note X, at 62

<sup>10</sup> *Id.*

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3 counsel maintains that MERS becomes a “mortgagee of record” even though its  
4 ownership of the mortgage is purely fictional.<sup>11</sup>

5 Although MERS records an assignment in the real property records, the  
6 promissory note, which creates the legal obligation to repay the debt, is not  
7 negotiated to MERS.<sup>12</sup> Everyone agrees that MERS is never entitled to receive a  
8 borrower’s monthly payments, nor is MERS ever entitled to receive the proceeds of  
9 a foreclosure or a deed of trust sale. MERS has no actual financial interest in any  
10 mortgage loan. MERS does not even provide lien real estate of the mortgages it  
11 purports to own, instead referring title attorneys, refinancing lenders, and consumers  
12 to the loan’s servicer.<sup>13</sup>

13 MERS’ revenue comes, not from the loan or the disposition of collateral, but  
14 from fees that the originator and other mortgage finance companies pay to MERS.  
15 Once a loan is assigned to MERS, the public land title records no longer reveal who  
16 (or what) actually owns a lien on the property in question.

17 After a few years in business, MERS decided it could help mortgage  
18 financiers pay even less to county governments by simply doing away with the first  
19 assignment to MERS, and instead listing MERS as the mortgagee in the original  
20 mortgage. Once again, although MERS does not actually advance any loan principal  
21

22  
23 <sup>11</sup> R.K. Arnold, Yes, There is Life on MERS, 11 PROBATE & PROPERTY 32, 34 (July/August 1997). Arnold  
24 explains:

25 When a mortgage is registered on the MERS system, it receives a mortgage identification number  
26 (MIN). The borrower executes a traditional paper mortgage naming the lender as mortgagee, and the  
27 lender executes an assignment of the mortgage to MERS. Both documents are recorded in the public  
land records, making MERS the mortgagee of record. From that point on, no additional mortgage  
assignments will be recorded because MERS will remain the mortgagee of record through the life of  
the loan.

28 <sup>12</sup> Lipton, *supra* note X, at 3.

<sup>13</sup> *Please Release Me!*, INSIDE MERS, Jan./Feb. 2004, 2. MERS instructs servicers to prepare and record lien  
releases entirely on their own. But, the servicers are instructed to do so in MERS’ name, even though MERS has  
nothing to do with the decision to release the lien. *Id.*



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3 to the homeowner, does not have the right to receive any payments from the  
4 borrower, and is not the actual party in interest in any foreclosure proceeding  
5 Nevertheless, the actual mortgagee pays a fee to MERS to induce MERS to record  
6 the mortgage in MERS' name. By eliminating the reference to an actual mortgagee  
7 or the actual assignee, MERS estimated it would save the originator an average of  
8 \$22.00 per loan.<sup>14</sup>

9 In addition to its record keeping and recording system liaison roles, MERS  
10 has also become directly involved in consumer finance litigation. When MERS is  
11 listed in county records as the owner of a mortgage, courts have generally made the  
12 natural assumption that the appropriate plaintiff for bringing a foreclosure action is  
13 in fact MERS. In an effort to convolute the proceedings and move foreclosures  
14 along as quick as can be, MERS has allowed actual mortgagees and loan assignees  
15 or their servicers to bring foreclosure actions in MERS' name, rather than in their  
16 own name.<sup>15</sup>

17 Plaintiff alleges that MERS does this in an effort to illegally privatize the  
18 recordation process, avoiding the public recordation fees AND allowing them to  
19 keep transfers and assignments secret. Once a loan is assigned to MERS, the public  
20 land title records no longer reveal who (or what) actually owns a lien on the property  
21 in question.

22  
23 <sup>14</sup> MERS Frequently Asked Questions: "Does MERS change the current mortgage closing process?",  
24 [www.mersinc.org/why\\_mers/faq.aspx](http://www.mersinc.org/why_mers/faq.aspx), viewed June 9<sup>th</sup>, 2004 ("[Y]ou'll save \$22 or more per loan when you specify  
25 MERS as the Original Mortgage of Record in the mortgage or deed of trust."); Mullen, *supra* note X ("The good news  
26 for companies embracing the system changes was that using MOM [MERS as Original Mortgagee]. As the practice has  
27 come to be known, provides an immediate cost reduction of approximately \$22 per loan."). Early estimates suggest that  
the average cost reduction when MERS acts as an "assignee" were "between \$15 and \$17 a loan." Lipton, *supra* note  
X, at 2. More recent estimates suggest that using MERS saves lenders and servicers approximately \$40 over the entire  
life of a mortgage loan. David F. Borrino, *MERS: Ten Years Old*, USFN,  
<http://imis.usfn.org/Resources/ArticleLibrary/1733.aspx>, (May 11, 2006) viewed July 13<sup>th</sup>, 2006

28 <sup>15</sup> MERS, STATE BY STATE MERS RECOMMENDED FORECLOSURE PROCEDURES, *supra* note X, at 8  
("Employees of the servicer will be certifying officers of MERS. This means they are authorized to sign any necessary  
documents as an officer of MERS...In other words, the same individual that signs the documents for the servicer will  
continue to sign the documents, but now as an officer of MERS.") -9-

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3 MERS eventually convinced financiers to simply do away with the first  
4 assignment to MERS, and instead list them as the mortgagee in the original  
5 mortgage. Once again: MERS does not actually advance any loan principal to the  
6 homeowner, or have the rights to receive any payments from the borrower, or even  
7 an actual party of interest.

8 **MERS HAS APPEARED AND ANSWERED**

9 In their Rule 12(b)(6) Motion to Dismiss MERS and ONEWEST first argue that the  
10 Plaintiffs have not perfected serviced and that the case should be dismissed pursuant  
11 to 12(b)(5). The argument is moot and pointless because MERS and ONEWEST  
12 have appeared and answered thereby perfecting service themselves.

13 **ACTION AGAINST MERS AND ONEWEST IS NOT**

14 **BARRED BY RES JUDICATA**

15 MERS and ONEWEST further argue that action by Plaintiff Renada March against  
16 them is barred by res judicata in that a decision was already made by the lower  
17 bankruptcy Court. Plaintiffs argue that res judicata does not apply simply because  
18 the Bankruptcy Court's Order was an Order allowing relief from stay, not an order  
19 granting a judicial foreclosure. Further Res Judicata, strictly bars actions that have  
20 already been decided. Plaintiff March, is not suing MERS or ONEWEST for  
21 obtaining a lift from stay, but rather what they did (by their own accord through  
22 administrative proceedings) after they received relief from the stay.

23 Administrative proceedings do not need orders of any kind. A bank can  
24 simply send a series of letters without any court approval. Res Judicata cannot  
25 possibly apply due to the non-judicial process so the argument is irrelevant.

26 **THE PLEADINGS STATE A CLAIM FOR RELIEF**

27 Plaintiffs asserted several clear and simple arguments against MERS and  
28 ONEWEST regarding breaches of the 1) California Commercial Code, 2) covenant

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3 of good faith and fair dealing and now 3) they've augmented those arguments by  
4 outlining the history of MERS here in this very Motion.

5 **ADMISSABLE JOINERS**

6 MERS and OneWest go on to argue (page 6 par. 12) that neither Defendant  
7 was properly joined in this suit because only Plaintiff March had any dealings with  
8 MERS. They make this argument based on FRCP Rule 20, but (rather tellingly) they  
9 fail to actually cite the code, instead they cite a case that supposedly cites the rule.

10 The Defendants cite Applewhite v. Reichhold Chems when they argue that a  
11 "right to relief arises from the same transaction identified by other plaintiffs and  
12 there is at least one common question of law or fact." Though Applewhite v.  
13 Reichhold Chems may hold that opinion FRCP Rule 20 allows to *jointly and*  
14 *severally* hold separate Defendants accountable.

15 **(a) Persons Who May Join or Be Joined.**

16 **(1) Plaintiffs.**

17 Persons may join in one action as plaintiffs if:

18 (A) they assert any right to relief jointly, severally, or in the alternative  
19 with respect to or arising out of the same transaction, occurrence, or  
20 series of transactions or occurrences; and

21 (B) any question of law or fact common to all plaintiffs will arise in the  
22 action.

23 **(2) Defendants.**

24 Persons — as well as a vessel, cargo, or other property subject to  
25 admiralty process in rem — may be joined in one action as defendants  
26 if:

27 (A) any right to relief is asserted against them jointly, severally, or in  
28 the alternative with respect to or arising out of the same transaction,  
occurrence, or series of transactions or occurrences; and

(B) any question of law or fact common to all defendants will arise in  
the action.

**(3) Extent of Relief.**

Neither a plaintiff nor a defendant need be interested in obtaining or  
defending against all the relief demanded. The court may grant  
judgment to one or more plaintiffs according to their rights, and against  
one or more defendants according to their liabilities.

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**(b) Protective Measures.**

The court may issue orders — including an order for separate trials — to protect a party against embarrassment, delay, expense, or other prejudice that arises from including a person against whom the party asserts no claim and who asserts no claim against the party.

Plaintiffs conclude that, pursuant to the very code the Defendants cited, they have every right to join together against each Defendant jointly and or severally against MERS. Furthermore Plaintiffs Dan Mack and Joseph Cohen did have dealings with Defendant MERS (which was listed as “nominee” on both of their original loans).

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**PLAINTIFFS RESPONSES TO DOCUMENT 52**

**RESPONSE TO PART 1 OF DOCUMENT 52**

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3 Defendants Silverstein, GRE Development and Elter's Rule 12(b)(6) Motion  
4 argues that Plaintiffs did not state a cause of action. Plaintiffs assert that they state  
5 multiple causes of action in their third amended Complaint against Silverstein  
6 including violations of due process, violations of California Business and  
7 Professions Code Section 145<sup>16</sup> as well as breaches of good faith and fair dealing.  
8 These allegations were not made with just simple statements but were well  
9 supported with case law and evidence attached as exhibits. The idea that the  
10 sentences were somehow not plain enough or simple enough ignores just how  
11 complex the overall issues are. Plaintiffs have provided numerous allegations well  
12 supported by evidence but the issues are too numerous and too complex to rely on  
13 simple statements. This Court appears to agree, and has allowed the Plaintiffs to  
14 amend because the allegations or deficiencies therein can be cured via amendment.  
15 Plaintiffs augmented their complaints an extra 40-50 pages, breaking up each set of  
16 allegations to constitutional challenges, bad policies and the specific allegations  
17 against the banks, servicers and the men (and entities) that "buy" from the banks and  
18 servicers.

19 The Supreme Court of the United States held in *Greenwood v. Peacock* that  
20 **"Under § 1443(1), the vindication of the defendant's federal rights is left to the**  
21 **state courts except in the rare situations where it can be clearly predicted by**  
22 **reason of the operation of a pervasive and explicit state or federal law that**  
23 **those rights will inevitably be denied by the very act of bringing the defendant**  
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25 <sup>16</sup> 145. The Legislature finds and declares that: (a) Unlicensed activity in the professions and  
26 vocations regulated by the Department of Consumer Affairs is a threat to the health, welfare, and  
27 safety of the people of the State of California. (b) The law enforcement agencies of the state  
28 should have sufficient, effective, and responsible means available to enforce the licensing laws of  
the state. (c) The criminal sanction for unlicensed activity should be swift, effective, appropriate,  
and create a strong incentive to obtain a license.

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3 to trial in the state court. *Georgia v. Rachel, ante; Strauder v. West Virginia, 100*  
4 *U.S. 303.*” 384 U.S. 808, 828, 86 S.Ct. 1800, 1812, 16 L.Ed.2d 944, 957 (1966).

5 Defendants further argue that either the issues against them have either  
6 already been decided or should be decided in state Court citing the Rooker-Feldman  
7 doctrine all the while.

8 In her opinion taken from *Exxon Mobil Corp. v. Saudi Basic Industries Corp.*,  
9 544 U.S. 280 (2005), Justice Ginsburg, writing for a unanimous Court, reversed the  
10 Third Circuit's decision and remanded the case. She began her decision with a fairly  
11 concise retelling of the holdings in both the *Rooker* and *Feldman* cases. She then  
12 held that the Rooker-Feldman doctrine "is confined to cases of the kind from which  
13 the doctrine acquired its name: cases brought by state-court losers complaining of  
14 injuries caused by state-court judgments rendered before the district court  
15 proceedings commenced and inviting district court review and rejection of those  
16 judgments. Rooker-Feldman does not otherwise override or supplant preclusion  
17 doctrine or augment the circumscribed doctrines that allow federal courts to stay or  
18 dismiss proceedings in deference to state-court actions."

19 *In Lance v. Dennis*, 546 U.S. 459, 126 S.Ct. 1198, 163 L.Ed.2d 1059 (2006)  
20 *Rooker-Feldman* doctrine did not deprive federal district court of jurisdiction over  
21 voters' action challenging state supreme court decision in separate case, which held  
22 that state legislature's redistricting plan violated state constitution and that  
23 redistricting plan created by state courts should be used instead; state court action  
24 was brought by state attorney general against secretary of state, voters were not  
25 parties to that action, and voters were not in a position to seek review of the state  
26 court's judgment. The US Supreme Court further held in *Lance V. Dennis* that  
27 "Neither *Rooker* nor *Feldman* elaborated a rationale for a wide-reaching bar on the  
28 jurisdiction of lower federal courts, and our cases since *Feldman* have tended to

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3 emphasize the narrowness of the Rooker-Feldman rule. See Exxon Mobil, 544 U.S.,  
4 at 292, 125 S.Ct. 1517 ( Rooker-Feldman does not apply to parallel state and federal  
5 litigation); Verizon Md. Inc. v. Public Serv. Comm'n of Md., 535 U.S. 635, 644, n. 3,  
6 122 S.Ct. 1753, 152 L.Ed.2d 871 (2002) ( Rooker-feldman “has no application to  
7 judicial review of executive action, including determinations made by a state  
8 administrative agency”); Johnson v. De Grandy, 512 U.S. 997, 1005-1006, 114 S.Ct.  
9 2647, 129 L.Ed.2d 775 (1994) ( Rooker-Feldman does not bar actions by a nonparty  
10 to the earlier state suit). Indeed, during that period, “this Court has never applied  
11 Rooker-feldman to dismiss an action for want of jurisdiction.” exxon mobil, supra, at  
12 287, 125 S.Ct. 1517.”

13 Plaintiffs argue that this is a parallel litigation and that federal questions  
14 (invoking civil rights removals) allow this case to be heard federally. Given that the  
15 Plaintiffs have already questioned the jurisdiction of the UD Courts in their third  
16 amended complaint Plaintiffs reiterate and argue again that evictions in a non-  
17 judicial foreclosure state act as de facto foreclosure suits. Evictions are the  
18 conclusions of non-judicial foreclosures and provide the only platform for  
19 consumers, tenants and one time owners, to fight foreclosure. Possession is, after  
20 all, 9 points of the law and Plaintiffs argue that transferring possession from a  
21 former owner to a new buyer is akin to transferring money from one person to the  
22 other. The price and worth of each property exceeds the limits of the UD Court’s  
23 jurisdiction.

24 Further the complexities of the case, the level of discovery, the far reaching  
25 implications regarding the unconstitutionality of California State laws are not  
26 decisions the lower UD Courts can make.  
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**RESPONSES TO PART 2 OF DOCUMENT 52**

Defendants Silverstein, GRE Development and Elter go on to argue that none of the California State Statutes the Plaintiffs question are unconstitutional simply because they have never been declared unconstitutional. YET. The argument is not really an argument; instead it is more of a sad history lesson of bad laws staying alive.

Simply put the Plaintiffs are asking this Court to be the first to render these state laws unconstitutional, no matter whether or not any other Court has heard these arguments or made decisions based on such arguments.

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**PLAINTIFFS RESPONSES TO DOCUMENT 51-1**

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4 **RESPONSE TO ANTI-SLAPP**

5 California's anti-SLAPP law provides a civil action whose effect is to  
6 enhance the freedom of speech and right to petition of defendants by limiting the  
7 right of Plaintiffs to free speech and to petition. In 1992, the Legislature enacted  
8 section 425.16 to provide a procedure for a court "to dismiss at an early stage  
9 nonmeritorious litigation meant to chill the valid exercise of the constitutional rights  
10 of freedom of speech and petition in connection with a public issue." *Sipple v.*  
11 *Foundation for Nat. Progress* (1999) 71 Cal. App. 4th 226, 235.

12 Taken in conjugation with §2924 the Defendant Silverstein has used this  
13 statute to minimize the Plaintiff Lincoln's ability to petition this Court for relief, by  
14 requesting the dismissal of this action.

15 In Silverstein's new Anti-Slapp Motion (Document # 51-1) he makes a  
16 rousing argument on behalf of one of the most ridiculous and backwards provisions  
17 in California law by saying:

18 "There is a strong public policy in favor of allowing publications in the  
19 course of judicial proceedings regardless of their perceived content.  
20 Indeed, our Supreme Court has observed that a communication need  
21 not itself be "accurate" or "truthful" for the privilege to attach but  
22 simply within the "category of communication permitted by law."  
(Jacob B. v. County of Shasta (2007) 40 Cal. 4<sup>th</sup> 948,959(Jacob B..))"

23 *See* Doc #51-1, page 15 par. 5

24 Defendant Silverstein seems to be arguing that, because of his special stature as a  
25 lawyer and the protected status of the correspondence he mailed out during  
26 evictions, he should be allowed to take interest in any property he so chooses  
27 without regards to truth or accuracy. Though Defendant Silverstein fails to precisely  
28 define the "correspondence" that he is privileged to under Anti-Slapp. Plaintiffs  
argue that Silverstein Anti-Slapp is using Anti-Slapp to send out eviction suits and

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3 letters leading up to those suits, using phony, unregistered companies to evict and  
4 take possession of property he nor the “companies” he represents, has interest in.

5 Plaintiffs argue that this is precisely why the Anti-Slapp laws of California  
6 violate their rights to due process and their rights to petition the Court for  
7 grievances. The very idea that there are special classes of correspondence that are  
8 off limits to examination is utterly absurd and allows Silverstein and co to create  
9 phony shell businesses in order to continue to collect real estate.

10 Further the Plaintiffs have filed evidence with this Court proving that Silverstein  
11 1) represents unregistered business entities (11 Lighthouse Trust) and 2) Silverstein  
12 shares an office and has interest in those entities (such as GRE Development).  
13 Further they have verified these allegations with affidavits from all of the Plaintiffs  
14 in this suit. The exhibits filed with the Plaintiffs pleadings constitute prima facia  
15 evidence showing possible success of the merits of this case should the case go to  
16 trial. *See Salma v. Capon*, 101 Cal.App.4th 1172 (2002). Further, and more  
17 importantly, it shows that Silverstein is utilizing existing (and backwards) California  
18 Laws to his advantage by using all of these protective statutes to defraud  
19 homeowners.

20 Plaintiffs now have to ask this Court why (as Silverstein claimed) does California  
21 public policy support Anti-Slapp other than to defraud the public by creating,  
22 defining and upholding different classes of people? Anti-Slapp, along with Cal Civ  
23 Code 1714.10, protects and insulates lawyers and the corporations they may  
24 represent from due process of law and accountability arising from any actions  
25 therein. Simply because a lawyer files a pleading does not make it an honest filing,  
26 which is why the Plaintiffs must ask this Court, once again, to declare and adjudge  
27 that the Anti-Slapp laws are unconstitutional and all but blatantly prohibit due  
28 process and the right to petition.

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

7 **FORCIBLE DETAINER**

8 In an action of forcible entry and detainer, a defendant may introduce  
9 evidence of title in himself, not for the purpose of establishing or trying title, but for  
10 the purpose of showing that his entry, if wrongful, was not made with a wrongful  
11 intent, but in good faith; and that the fact that he does so does not entitle the  
12 plaintiff, in rebuttal, to introduce evidence showing title in himself.

13 Though Silverstein objects and denies the forcible detainer action filed  
14 against him he has not provided any evidence proving interest in the property. When  
15 he originally bullied the tenants out of the real property located at 4 Via Corbina he  
16 did not provide any evidence of interest proving he was a bona fide purchaser of the  
17 note.

18 The question as to what constitutes an unlawful entry within the meaning of  
19 the statute has been declared to be an entry made in bad faith, without any *bona*  
20 *fide* claim or color of legal right, and not an entry made under claim of title asserted  
21 in good faith. See *Shelby v. Houston*, 17 Cal. 4th 467.

22 Still Defendants' investment in the 4 Via Corbina development have not provided  
23 any proof of their interest in any of these properties. Plaintiffs assert that this is  
24 because they cannot produce any evidence of bona fide purchasers.

25 The still needs to be shown that the 4 Via Corbina development was the  
26 property retained when Silverstein acquired the 4 Via Corbina and GPL  
27 properties. Plaintiffs assert that the 4 Via Corbina development was the  
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5 **CALIFORNIA CIVIL CODE §1714.10**  
6 **STILL DOES NOT IMMUNIZE SILVERSTEIN**

7 Defendant Silverstein in his Anti Slapp Motion argues still that the Plaintiffs  
8 have to ask leave of Court to sue him. Given that this Court has allowed for multiple  
9 amendments and (at least for the moment) allowed this case to stand for over a year  
10 the Plaintiffs might argue that such a motion would be moot at this point.

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

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

23 Plaintiffs further allege that any rule, even if not facially unconstitutional, is  
24 unconstitutional as applied according to a state judicial norm "which requires a  
25 judicial determination of reasonable probability of success prior to permitting the  
26 filing of an action against an attorney based on a claim of civil conspiracy with a  
27 client" because such a rule (as articulated by Defendants) constitutes a per se denial  
28 of equal access to the courts due process and of equal access to the courts and legal  
processes in violation of 42 U.S.C. §1981.

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3 Access to discovery of facts is a key element of due process of law and equal  
4 access to the Courts as discovery procedures are often critical to the determination  
5 of the accuracy or inaccuracy of any legal complaint, suit at law, or equitable action.

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

11 Plaintiffs allege that §1714.10 bestows upon attorneys a special class of  
12 privileges and immunities to a certain class of professional practitioners whose  
13 membership is controlled by "admission to the bar" under terms mandated and  
14 outlined by the state of California itself, such that §1714.10 has the force and effect  
15 of a law erecting or defining a title of nobility, unconstitutionally impairing the  
16 obligations of contract by exempting certain actors from contractual ethics or duties  
17 including but not limited to the implied duty of good faith and fair dealing in  
18 contractual dealings, as well as the general obligation to abstain from common law  
19 tortuous or civil law delictual conduct which leads to civil injuries arising not from  
20 but from Anglo-America tort or Continental Civil [aka "Napoleonic"] Code delict.

21 **PLAINTIFFS CAN PREVAIL ON THE MERITS OF THE CASE**

22 Defendants Silverstein, et al, further argued in their Anti-Slapp Motion (Doc 51-1)  
23 that Plaintiffs could not prevail on the merits of this case. Their argument relies on  
24 the question of tender (see pages 17-18). Plaintiffs have argued and will argue now  
25 that only the true note holder could request tender. Plaintiffs argue that Defendants,  
26 if they really would like the Plaintiffs to tender payment, should first prove they  
27 have the note and submit it to an examination as a result. If Defendants want to act  
28 as though they have the right to request and require tender they should have to prove

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3 they have actual interest. Plaintiffs argue that this has not happened, not because  
4 Defendants are lazy or misplaced their note or think it's moot, it's because the  
5 Defendants cannot produce actual interest in the real properties in question, else  
6 they would have submitted the notes they bought to this Court. Unless or until that  
7 happens the question of tender should be moot.

8 Defendants complain that (on page 19, par 3):

9 "Lincoln has not tendered, nor offered to tender, the full amount owing.  
10 Therefore, Lincoln has no standing to challenge the foreclosure sale or  
11 any related claims. Plaintiffs further do not provide timelines of when  
12 their loans were received, nor what interest rate they secured, nor how  
13 man payments, or what size of payments they made on their loan"

14 The argument isn't quite clear here, but Plaintiffs see all of the above cited  
15 requirements (unsupported by law) are moot because the Defendants have no right  
16 to ask for such information, besides the relevance of such information to these  
17 Defendants (and not the banks) seems unclear.

18 Further the Plaintiffs argue that the very concept of tender is unrealistic,  
19 overly cumbersome and impairs their ability to petition this Court for grievances due  
20 to fraudulent conveyances, foreclosures and evictions. Truly, it is as though the  
21 lawmakers of the state of California conspired together to hurt consumers and  
22 possible Plaintiffs, keeping them from adequately finding justice.

### CALIFORNIA BUSINESS CODE

23 Defendants Silverstein, GRE Development and Ron Elter accuse the Plaintiffs of  
24 vague arguments using the California Business Code § 17200 in their Anti-Slapp  
25 motion. See page 24 of Doc 50-51.

26 Plaintiffs Joseph & Carol Regina Cohen allege and submit that Carol H. Meyer,  
27 Kenneth Meyer, and the 11 Lighthouse Trust were never properly authorized to do  
28 business in California, that these individuals are like "shape-shifters" who  
constantly change their identity for purposes of making fraudulent purchases in bad



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3 faith, acting often if not always in concert with Steven D. Silverstein, such that no  
4 purchaser of these Plaintiffs' property could have done so in good faith, or otherwise  
5 qualified as bona fide purchasers for value within the meaning of §1695.14(c).

6 Plaintiffs Joseph and Carol Cohen assert that Defendant Silverstein has  
7 wrongfully used §2924 to defraud them of their property by using a "dummy" trust  
8 that is not even recognized as a business entity of any kind by the State of  
9 California.

10 Plaintiffs Joseph and Carol Cohen received a notice of Unlawful Detainer  
11 action from the "Catherin H. Meyer Lighthouse Trust", by and through their  
12 attorney, Steven D. Silverstein.

13 Plaintiffs Joseph and Carol Cohen, after having tried to contact the Trust  
14 received a letter from the Secretary of the State of California that the business entity  
15 was unregistered a violation of California Business and Professions Code Section  
16 145<sup>17</sup>.

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25 <sup>17</sup> 145. The Legislature finds and declares that: (a) Unlicensed activity in the professions and  
26 vocations regulated by the Department of Consumer Affairs is a threat to the health, welfare, and  
27 safety of the people of the State of California. (b) The law enforcement agencies of the state  
28 should have sufficient, effective, and responsible means available to enforce the licensing laws of  
the state. (c) The criminal sanction for unlicensed activity should be swift, effective, appropriate,  
and create a strong incentive to obtain a license.

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**MOTION TO CONVERT 12(b) MOTIONS**

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**MOTION TO CONVERT PURSUANT TO RULE 12(d)**

Defendant MERS and ONEWEST file a Rule 6(b) Motion to Dismiss (doc # 49) against the Plaintiffs. The Motion to Dismiss was coupled with a Judicial Notice to the Court to take in consideration 11 exhibits, some of which were presented outside of the information given in the pleadings.

Plaintiffs now request that this Court convert the Rule 6(b) motion from MERS and ONEWEST to a Rule 56 Motion for Summary Judgment pursuant to Rule 6(d)<sup>18</sup>.

Defendants Elter, Silverstein, GRE Development, MERS and ONEWEST all cited the Rooker-feldman doctrine saying that either the case was decided with foreclosure or that the cases were decided with eviction.

MERS cited a non-judicial foreclosure that relied on letters and administrative proceedings as though it were judgment from a Court (constituting res judicata). Plaintiff March argues that non-judicial foreclosures do not constitute judgments in a lower court. Nor does an order relieving MERS and ONEWEST from an automatic stay in Bankruptcy. The Order allowed for a non-judicial foreclosure, it didn't Order a foreclosure.

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<sup>18</sup> (d) Result of Presenting Matters Outside the Pleadings.

If, on a motion under Rule 12(b)(6) or 12(c), matters outside the pleadings are presented to and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56. All parties must be given a reasonable opportunity to present all the material that is pertinent to the motion.

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**CONCLUSION**

WHEREFORE it is prayed that this Court uphold the allegations within the third amended complaint and strike Defendant Silverstein, Elter and GRE Development’s Anti Slapp Motion and convert the 12(b)(6) Motions to a Rule 56 Motion and finally allow the Plaintiffs to file a fourth Amended Complaint.

**CERTIFICATE OF CONFERENCE**

Plaintiffs certify that they conferred with the Defendants regarding the above Motion to Covert and the Defendants \_\_\_ could not be reached , \_\_\_ agreed to stipulate to the conversion \_\_\_ did not agree to stipulate to the conversion.

**CERTIFICATE OF SERVICE:**

Plaintiffs Charles Edward Lincoln, III, Renada Nadine March, Daniel Mack, Joseph Cohen and Carol Cohen certify that they have served a true and correct copy of this First Amended Complaint upon the Defendants’ 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 tolcollect@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 and the attorneys for MERS and ONEWEST:

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

DAVID R. ZARO (BAR NO. 124334)  
JOSHUA A. DEL CASTILLO (BAR NO. 239015)  
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ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP

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E-mail:renadajewel@gmail.com

Monday, November 22<sup>nd</sup>, 2010

Respectfully signed & submitted,

By: \_\_\_\_\_  
JOSEPH COHEN, *pro se*  
11 Lighthouse Pt.  
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Tel: 949-300-1870

Monday, November 22<sup>nd</sup>, 2010

Respectfully signed & submitted,

By: \_\_\_\_\_  
CAROL COHEN, *pro se*  
11 Lighthouse Pt.  
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Plaintiff *in propria persona*

Monday, November 22<sup>nd</sup>, 2010

Respectfully signed & submitted,

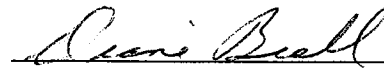
By:  \_\_\_\_\_  
-30-

515 South Figueroa Street, Ninth Floor  
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Attorneys for Defendants  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.

Signed & Respectfully submitted,

Monday, November 22<sup>nd</sup>, 2010



**Diane Beall,**  
**Attorney for Charles Lincoln**  
Advocate's Law and Real Estate  
243 South Escondido Boulevard  
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760-807-9147

Respectfully signed & submitted,

Monday, November 22<sup>nd</sup>, 2010



By: **RENADA NADINE MARCH, pro se**  
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Telephone: 949-742-0436

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Monday, November 22<sup>nd</sup>, 2010

Respectfully signed & submitted,

By: 

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Tel: 949-300-1870



Monday, November 22<sup>nd</sup>, 2010

Respectfully signed & submitted,

By: 

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11 Lighthouse Pt.  
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Tel: 949-300-1870  
Plaintiff *in propria persona*

Monday, November 22<sup>nd</sup>, 2010

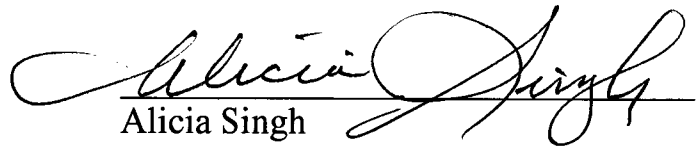
Respectfully signed & submitted,

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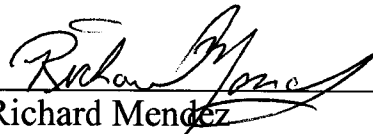
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Tel: 949-278-2711

Respectfully signed & submitted,

Monday, November 22<sup>nd</sup>, 2010



Alicia Singh  
1394 Arrowhead Drive  
Placentia, CA92870  
Plaintiff *in propia persona*



Richard Mendez  
1394 Arrowhead Drive  
Placentia, CA92870  
Tel: 714-269-3341  
Plaintiff *in propia persona*



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**EXHIBIT A:**  
***“DECLARATION OF CLAUDIA MACK”***

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**PROOF of SERVICE**

We the undersigned Plaintiffs Charles Edward Lincoln & Richard Mendez do hereby certify that we have filed and served a true and correct original signed copy of the above-and-foregoing:

**THIRD AMENDED COMPLAINT**

Simultaneously, by e-mail and facsimile transmission to each of the following attorneys of Record for Steven David Silverstein, Cal-Western Reconveyance, and Wells-Fargo Bank, N.A.:

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Attorneys for Defendants  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. (erroneously sued as "Mortgage  
Electronic Registration Services") and ONEWEST  
BANK, FSB (erroneously sued as "OneWest  
Bank, NA")

---

**Diane Beall,**  
**Attorney for Charles Lincoln**  
Advocate's Law and Real Estate  
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Escondido, CA 92025  
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---

**RICHARD MENDEZ, plaintiff, *pro se***  
**E-Mail: mendez\_richard@hotmail.com**  
**Telephone: 714-269-3341**

A DECLARATION OF CLAUDIA MACK CONCERNING CIRCUMSTANCES SURROUNDING HER UNLAWFUL EVICTION (AND THAT OF HER DAUGHTERS AND HUSBAND) ON JULY 26<sup>th</sup>, 2010

On Monday, July 20<sup>th</sup>, 2010, at about 10:45am, I was driving out of the complex where our home was to take some things to my sister-in-law's house. When I saw the sheriff's car going to our home's direction, I thought maybe he was going to look for us since we had only until 5:00 p.m. to get out of our home that day, and I decided to go back to check if he was going there. I saw he stopped in my house and he was asking something to the neighbor.

I approached him and he asked me where we were at with the moving. I told him that I was moving most of the things to my sister-in-law's house and that my husband was filing bankruptcy at the court as we spoke. Sheriff P. Greifelt (#2501) presented me with his card and said that that it was ok, but that I should try to get as much as I could out of the house. He said the bankruptcy was filed correctly and supported with the appropriate documentation it was going to stop the eviction for that day. Sheriff P. Greifelt (#2501) also told me to tell my husband that he should take copies of the bankruptcy filings to the Laguna Hills Sheriff's station; that to take them to the Newport Beach Sheriff's Department would only take longer. But Sheriff P. Greifelt (#2501) also said that we shouldn't get very comfortable and confident that the bankruptcy was a guarantee of staying in the house because the attorney could go and file something to continue the eviction and that even a phone call from the attorney would be enough for him to come back and take us out of the house. Sheriff P. Greifelt (#2501) also said that if that was the case, he wouldn't give us notice or warning about this; he would just knock at the door and evict us and we would have to leave the house immediately. He said that this could be in a week, a day, or even the next morning that he could be back.

I asked Sheriff P. Greifelt (#2501) if he could be back later the same day and he said he didn't think he was going to have time to come back that day, but to be aware the next morning because if it was required he could be back then. Then he left.

Later that afternoon my husband informed me that he had filed the bankruptcy in the federal court and had delivered copies of it to both the Laguna Hills Sheriff's station and the Newport Beach Sheriff's station.

Less than one week later, on Monday, July 26<sup>th</sup>, I was at home with my two daughters (4 and 6yrs) and we heard the doorbell. Sheriff P. Greifelt (#2501) was there with a locksmith. When I opened the door, he said "You're out! You have about 10 minutes to take what's important for the kids; their food, medicine, clothing." I asked if I could call my husband and he said "yes, you can call him." I ran upstairs to grab the suitcase to throw the girl's clothing and medicines and toys in and also to call my husband on the phone. My husband told me to ask Sheriff P. Greifelt (#2501) for any supporting documentation that gave him the authority to evict us under the bankruptcy stay. (The locksmith was already changing the locks on the front door and I went to find the Sheriff in the garage to ask him for any documentation.) Sheriff P. Greifelt (#2501) looked at his clipboard and he couldn't find anything to show me. He couldn't give me any justification at that time. I ran back into the house to grab what was packed and

left with my girls. Because I forgot my daughter's asthma medication, I turned around immediately to get it, which I did before leaving to go who knows where.

Claudia Constanza Mack

*Claudia Mack* 11-20-10

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**PROOF of SERVICE**

We the undersigned Plaintiffs Charles Edward Lincoln & Richard Mendez do hereby certify that we have filed and served a true and correct original signed copy of the above-and-foregoing:

**THIRD AMENDED COMPLAINT**

Simultaneously, by e-mail and facsimile transmission to each of the following attorneys of Record for Steven David Silverstein, Cal-Western Reconveyance, and Wells-Fargo Bank, N.A.:

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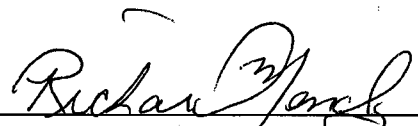
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