

FILED

Brad Greenspan  
264 South La Cienega  
Suite 1216  
Beverly Hills, CA 90211  
Pro Se

2013 AUG -9 PM 3:31

CV 13-5810-DMG (EH)

CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

**BRAD GREENSPAN, PLAINTIFF,**

**VERIFIED QUIET TITLE AND RICO  
COMPLAINT**

**VS. BANK OF AMERICA**

**50 CLAIMS INCLUDE:**

**CORPORATION, JUSTIN**

**(1) QUIET TITLE NEGLIGENCE;**

**GREENBERG, BJG ASSOCIATES**

**(2) FRAUD;**

**LLC, , HOME RETENTION**

**(3) CANCELLATION OF A VOIDABLE  
CONTRACT**

**SERVICES, INC., RECONSTRUCT**

**(4) TO SET ASIDE TRUSTEE'S SALE;**

**COMPANY N.A., CTC REAL**

**(5) TO VOID OR CANCEL TRUSTEE'S**

**ESTATE SERVICES, MORTGAGE**

**DEED UPON SALE;**

**ELECTRONIC REGISTRATION**

**(6) CONVERSION**

**SYSTEMS, INC. (MERS), THE BANK**

**(7) WRONGFUL FORECLOSURE;**

**OF NEW YORK MELLON AKA THE**

**(8) BREACH OF CONTRACT;**

**BANK OF NEW YORK,**

**(9) BREACH OF THE IMPLIED**

**CERTIFICATE HOLDERS OF THE**

**COVENANT OF GOOD FAITH AND**

**CWMBS 2005-02 TRUST**

**FAIR DEALING;**

**MORTGAGE PASS THROUGH**

**(10) UNJUST ENRICHMENT;**

**CERTIFICATES, SERIES 2005-02,**

**(11) VIOLATION OF CALIFORNIA**

**CWMBS 2005-02 TRUST; STEPHEN**

**BUSINESS AND PROFESSIONS CODE  
SECTIONS 17200 ET SEQ.;**

**WEBB, TILES WEBB KULLA &**

**(12) QUIET TITLE; AND**

**GRANT, MONICA LOZANO,**

**(13) RICO C, RICO D CONSPIRACY,**

**MUKESH AMBANI, VIRGIS**

**AND HOBBS ACT**

**COLBERT, CHARLES GIFFORD,**

**(14) VIOLATION Code, § 17205**

**CHARLES HOLLIDAY, THOMAS**

**(15) VIOLATION CALIFORNIA FALSE**

**MAY, BRIAN MOYNIHAN,**

**CLAIM ACT CODE B 12652 & 12651 (A)**

**DONALD POWELL, CHARLES**

**ROSSOTTI, ALL PERSONS UNKNOWN,**

**(1) (2) (3) (7) (8)**

**CLAIMING ANY LEGAL OR EQUITABLE**

**JURY TRIAL REQUESTED**

**RIGHT, TITLE, ESTATE, LIEN, OR**

**INTEREST IN THE PROPERTY**

**DESCRIBED IN THE COMPLAINT**

**ADVERSE TO PLAINTIFFS' TITLE, OR**

**ANY CLOUD ON TITLE THERETO; AND**

**DOES 1-10, INCLUSIVE,**

**DEFENDANTS.**

**VERIFIED QUIET TITLE AND RICO COMPLAINT**

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY(S)  
OR OF PARTY APPEARING IN PRO PER

Brad Greenspan  
264 South La Cienega  
Suite 1216  
Beverly Hills, CA 90211  
310-345-1983

FILED

2013 AUG -9 PM 3: 24

CLERK, U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES

ATTORNEY(S) FOR: Brad Greenspan

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Brad Greenspan

CASE NUMBER:

Plaintiff(s).

CV 13-5810 -DMG (EX)

Bank of America et al

Defendant(s)

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

TO: THE COURT AND ALL PARTIES OF RECORD:

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

(List the names of all such parties and identify their connection and interest. Use additional sheet if necessary.)

PARTY

CONNECTION / INTEREST

1. The Attorney General's Office  
California Department of Justice  
ATTN: False Claims Unit  
P.O. Box 944255  
Sacramento, CA 94244-2550

California False Claims in Complaint allow OAG to  
intervene as Plaintiffs

2. District Attorney's Office  
County of Los Angeles  
ATTN: False Claims Unit/White Collar Fraud  
210 West Temple Street, Suite 18000  
Los Angeles, CA 90012-3210

California False Claims in Complaint allow District  
Attorney o intervene as Plaintiffs

1 TO THIS HONORABLE COURT, CALIFORNIA STATE ATTORNEY GENERAL,  
2 LOS ANGELES COUNTY DISTRICT ATTORNEY GENERAL, UNDER  
3 CALIFORNIA FALSE CLAIMS ACT, AND ALL PARTIES AND THEIR  
4 ATTORNEYS OF RECORD HEREIN:  
5

6 Plaintiffs hereby allege as follows:  
7

8 1. Plaintiff is victim of : i) An unlawful detainee tenant who hijacked Plaintiff  
9 property paying no rent and refusing to leave even after the expiration of the 12 month  
10 lease term ii) An unlawful foreclosure on his property with defective notice iii) Illegal  
11 bid rigging during the public auction sale in Los Angeles iv) Having all of his personal  
12 and business property and records that resided on his property stolen while being  
13 subjected to ongoing extortion v) Having rights to fair hearing interfered with and  
14 damaged by reckless Defense Lawyer using unlawdul Ex Parte communication, extortion,  
15 and fabricated motion scheme vi) being improperly designated as an individual going thru  
16 “Bankruptcy” by defendant Bank of America and such designation not being corrected  
17 or updated before Plaintiff’s home was denied any viable loan modification and  
18 foreclosed on December 13, 2012 after Bank of America first via regular mail sent notice  
19 on November 21, 2013 vii) Violations of California’s False Claims Act. Viii) Violation  
20 of RICO Act.  
21

22 2. Plaintiff has been damaged and lost the benefit of ownership rights  
23 and over \$1,480,000 positive equity in subject property having address: 2177 Sunset Plaza  
24 Drive, Los Angeles, CA 90069 with APN 5562-019-010 has been maliciously and  
25 perniciously stripped by Defendants. This loss is based on the difference of the unlawful  
26  
27  
28

1  
2 public sale price of \$1,770,000 and the \$3,254,134 million dollar appraised value by  
3 industry source Zillow.com, an online database that compares zip code and square feet  
4 based sales data (EXHIBIT “A”).

5  
6 According to documents recently filed as part of a lawsuit in Massachusetts  
7 federal court, Defendant Bank of America’s unlawful, malicious, fraudulent acts Plaintiff  
8 was victim of were intentional and a core part of the company’s operating policies. A June  
9 14, 2013 Reuters article (EXHIBIT “B”) reports employee whistleblowers have disclosed  
10 a pattern of similar unlawful conduct by Bank of America that has damaged Plaintiff and  
11 is detailed herein:  
12

13  
14 i. “Six former Bank of America Corp employees have alleged that the  
15 bank deliberately denied eligible home owners loan modifications and lied to  
16 them about the status of their mortgage payments and documents.

17  
18 The bank allegedly used these tactics to shepherd homeowners into  
19 foreclosure, as well as in-house loan modifications. Both yielded the bank  
20 more profits than the government-sponsored Home Affordable Modification  
21 Program,

22 The former employees, who worked at Bank of America centers throughout  
23 the United States, said the bank rewarded customer service representatives  
24 who foreclosed on homes with cash bonuses.

25 For example, an employee who placed 10 or more accounts into foreclosure a  
26 month could get a \$500 bonus. At the same time, the bank punished those  
27 who did not make the numbers or objected to its tactics with discipline,  
28 including firing.”

1           ii.       “The testimony from the former employees also alleges the bank  
2  
3       falsified information it gave the government, saying it had given out HAMP  
4       loan modifications when it had not.”

5  
6           iii.     “The affidavits, dated June 7, are the latest accusations over the  
7       mishandling of mortgage modifications by some top U.S. banks. Mortgage  
8       problems have dogged Bank of America since its disastrous purchase of  
9       Countrywide Financial in 2008. The bank paid \$42 billion to settle credit  
10      crisis and mortgage-related litigation between 2010 and 2012, according to  
11      SNL Financial.”

12          iv.      “Bank of America and four other banks reached a \$25 billion landmark  
13      settlement with regulators in 2012, following a scandal in late 2010 when it  
14      was revealed employees "robo signed" documents without verifying them as  
15      is required by law.”

16          v.       “But problems have persisted. Since 2012, more than 18,000  
17      homeowners have filed complaints about Bank of America with the  
18      Consumer Financial Protection Bureau, a new agency created to help protect  
19      consumers. Recently, the attorney generals of New York and Florida accused  
20      Bank of America of violating the terms of last year's settlement.”

21  
22          vi.      “Service representatives were told to lie to homeowners, telling them  
23      their paperwork and payments had not been received, when in reality they  
24      had. The former employees said they were told to falsify electronic records”

25  
26          vii.     “a case management team manager, said he told his supervisors the  
27      practices were "ridiculous" and "immoral." He said he was fired in August  
28      2012.”

1  
2 3. Additionally, Plaintiff has had over ten million dollars worth of business and  
3 personal Property stolen and converted by Defendants who continue to extort Plaintiff  
4 refusing to return such Property.  
5

6 4. This is also an action to recover damages and civil penalties on behalf of the  
7 State of California arising from false claims made by defendants, by falsely submitting  
8 documents, Defendants rigged the Los Angeles county public foreclosure auction sale  
9 process, and later both falsely submitting and omitting documents to the California  
10 Superior Court, Defendants violated the California False Claims Act (Gov. Code, §  
11 12650 et seq.) and the Unfair Business Practices Act (Bus. & Prof. Code, § 17200). Based  
12 on California Revenue and Taxation Code Section 401.5, which states,  
13  
14

15 “The board shall issue to assessors data relating to costs of  
16 property, or, with respect to commercial and industrial property,  
17 shall, after a public hearing, review and approve commercially  
18 available data, and shall issue to assessors other information as in  
19 the judgment of the board will promote uniformity in appraisal  
20 practices and in assessed values throughout the state. An assessor  
21 shall adapt data received pursuant to this section to local  
22 conditions and may consider that data together with other factors as  
23 required by law in the assessment of property for tax purposes.”  
24  
25  
26

27 Its clear Bank of America had access to data and shared with the foreclosing defendants  
28 Or vice versa, that they were underselling Plaintiff’s property, and yet no systems were

1 In place to prevent the violation of Plaintiff's constitutional rights that include,  
2 California Constitution Article I Declaration Of Rights Section 7 , which states,

3 "SEC. 7. (a) A person may not be deprived of life, liberty, or  
4  
5 property without due process of law.

6 California Constitution Article I Declaration Of Rights Section 13, which states,

7 "SEC. 13. The right of the people to be secure in their persons,  
8  
9 houses, papers, and effects against unreasonable seizures and  
10 searches may not be violated;

11 California Constitution Article I Declaration Of Rights Section 1, which states,

12  
13 "SECTION 1. All people are by nature free and independent and have  
14  
15 inalienable rights. Among these are enjoying and defending life and  
16  
17 liberty, acquiring, possessing, and protecting property, and pursuing  
18 and obtaining safety, happiness, and privacy."

## 19 **PARTIES**

20 5. Plaintiff Brad Greenspan's primary residence is the Subject property. Mr.  
21 Greenspan paid over \$6 million in Federal and State taxes in 2005 as a result of well  
22 known Los Angeles technology company MySpace Inc. and its parent company being  
23 acquired for \$580 million dollars. Greenspan was the founder and Chairman and CEO of  
24 MySpace and its parent company eUniverse started in 1999. More recently, Greenspan has  
25 invested significant monies into creating Los Angeles employment opportunities for  
26 hundreds of employees while founding and launching LiveUniverse, Inc., LiveVideo, Inc.,  
27 BroadWebAsia Inc., and investing into startups such as cosmetic product focused Borba  
28

1 Corporation, and Draths Inc. a clean technology company. Greenspan has a notable  
2 history and track record of both being targeted as a victim by white collar criminals and  
3 also serving as a Whistleblower, working with Federal, State, and City regulators to  
4 recover monies and ensure the public is protected from malcontent corporations run by  
5 criminal executives.  
6

7  
8 a. First, in January 2000, Greenspan worked with the FBI to thwart a Russian  
9 white collar criminal hacker who tried to extort the internet company, Greenspan  
10 managed. (EXHIBIT “C”)  
11

12 b. Next, Greenspan helped The City of Los Angeles in 2006 win monetary relief  
13 of \$300,000 (EXHIBIT “D” –p1). Greenspan served as a whistleblower and expert  
14 witness in *The People of the State of California ex. rel. Rockard J. Delgadillo, Los*  
15 *Angeles City Attorney v. Intermix Media, Inc.*, Case No. BC343196 (L.A. Superior  
16 Court), litigation brought by the City Attorney of Los Angeles (on behalf of the  
17 people of California) against a public company’s lack of consent when allowing  
18 software to be installed on user’s computers. Greenspan worked directly with  
19 Assistant City Attorney James Colbert. (EXHIBIT “D”-p2)  
20  
21

22 c. Most recently, tipping off LACERS to its interest in an up to \$20 million  
23 dollar claim its due as a shareholder in a Federal Class Actions security fraud and  
24 antitrust case. After getting Mr. Alan Manning of LACERS up to speed in the  
25 action (EXHIBIT “E” ) , petitioner also alerted the New York Times business  
26 reporter Gretchen Morgenson to the case and Federal Judge King’s summary  
27  
28



1 judgement ruling in June 2010, generating a related Story by Gretchen and the New  
2 York Times published on July 3, 2010. Called “Bidder Beware” (EXHIBIT “F”)

3  
4 6. Defendant Bank of America Corporation (hereinafter “BAC”), is and at all  
5 times herein mentioned was conducting business in the County of Los Angeles, State of  
6 California, and claims to be either a nominee, trustee, and/or beneficiary, under the deed  
7 of trust executed by Plaintiff HOMEOWNER.  
8

9  
10 i. Defendant Monica C. Lozano (“Lozano”) claims to be a BAC  
11 “Independent Director since 2006” and currently, “Chief Executive Officer of  
12 ImpreMedia, LLC, the largest Hispanic newspaper publisher in the U.S.” and  
13 “Publisher and Chief Executive Officer of La Opinion, a subsidiary of Imremedia”,  
14 and “ Member of the Board of Regents of the University of California since 2001  
15 and Trustee of the University of Southern California since 1991” and “Member of  
16 President Obama’s Economci Recovery Advistory Board since February 2009”  
17 and “Commissioner on the State of California Commission on the 21<sup>st</sup> Century  
18 Economy since December 2008” and Lozano claims involvement as current  
19 Director of “The Walt Disney Company”.  
20  
21  
22

23 ii. Defendant Mukesh D. Ambani (“Ambani”) claims to be a BAC  
24 “Independent Director since 2011” and “Chairman and Managing Director of  
25 Reliance Industries Limited, India’s largest private conglomerate engaging in the  
26 exploration and production of oil and gas;” and “Member of the United Nations’  
27 Advocacy Group supporting the implementation of the Millennium Development  
28

Goals” and “Other Current Directorships: Reliance Industries Limited (India); Reliance Retail Limited (India); Infotel Broadband Services Limited (India)”

iii. Defendant Virgis W. Colbert; 72 (“Colbert”) who claims to be a BAC “Independent Director since January 2009” and “Senior Advisor to MillerCoors Company, a beverage manufacturing company, since his retirement” and “Chairman Emeritus of the Thurgood Marshall College Fund” and “Other Current Directorships: Lorillard, Inc.; The Manitowoc Company, Inc.; Sara Lee Corporation; Stanley Black & Decker, Inc”

iv. Defendant Charles K. Gifford; 69, (“Gifford”), who claims to be a BAC “Director since April 2004” and “Chairman of Bank of America from April 2004 until his retirement in January 2005” and “Other Current Directorships: CBS Corporation; NSTAR”

v. Defendant Charles O. Holliday, Jr., (“Holliday”), who claims to be an “Independent Director since September 2009; and Chairman of the Board since April 2010.” And “Executive-in-Residence at Vanderbilt University, Owen Graduate School of Management” and “Chairman of the World Business Council for Sustainable Development” and “Chairman Emeritus of the U.S. Council on Competitiveness” and “Other Current Directorships: CH2M HILL Companies, Ltd.; Deere & Company; Royal Dutch Shell plc (the Netherlands)”.

vi. Defendant Thomas J. May; 65; (“May”) claims to be an “independent Director since April 2004.” and “Chairman, President and Chief Executive Officer, **NSTAR**” and “Other Current Directorships: NSTAR; Liberty Mutual Holding

Company, Inc. “

vii. Defendant Brian T. Moynihan; (“Moynihan”) 52; BAC “President and Chief Executive Officer, Bank of America Corporation Director since January 2010” and “Other Current Directorships: Merrill Lynch & Co., Inc. “

viii. Defendant Donald E. Powell; 71; (“Powell”) purporting to be an “Independent Director since June 2009“ and “Other Current Directorships: Stone Energy Corporation; QR Energy L.P.; Merrill Lynch International (United Kingdom)”

ix. Defendant Charles O. Rossotti; 71, (“Rossotti”) a BAC “Independent Director since January 2009” and “Senior Advisor, The Carlyle Group” and “Other Current Directorships: Booz Allen Hamilton Holding Corporation; The AES Corporation”

7. Defendant Reconstruct Company N.A (hereinafter "REC" ), is and at all times herein mentioned was conducting business in the County of Los Angeles, State of California, and claims to be a wholly owned subsidiary of Bank of America Corporation, and either a nominee, trustee, and/or beneficiary, under the deed of trust executed by Plaintiff HOMEOWNER.

8. Defendant CTC Real Estate Services (hereinafter "CTC") is a corporation and at all times herein mentioned was conducting business in the County of Los Angeles, State of California, and after parent corporation CountryWide Financial was purchased in 2007, claims to be a wholly owned subsidiary of Bank of America Corporation, and "original" trustee under the deed of trust executed by Plaintiff HOMEOWNER.

1           9. Defendant Mortgage Electronic Registration Systems, Inc. ("MERS"), is a  
2 Delaware corporation with its principal place of business in the State of Virginia.

3  
4           10. Defendant The Bank of New York Mellon Corporation (hereinafter "BNY"),  
5 is a corporation and at all times herein mentioned was conducting business in the County  
6 of Los Angeles, State of California, and claims to be the "present" nominee, trustee, or  
7 beneficiary under a November 21, 2012 document titled: "Substitution of Trustee".  
8

9  
10           11. Defendant CWMBS 2005-02 Trust (herinafter "CWM") is a corporation or  
11 trust and at all times herein mentioned was conducting business in the County of Los  
12 Angeles, State of California, and claims to be the "present" nominee, trustee, or  
13 beneficiary under a November 21, 2012 document titled: "Substitution of Trustee".  
14

15           12. Defendant Home Retention Services (hereinafter "HRS") is a corporation  
16 principally located in Texas and at at all times herein mentioned was conducting business  
17 in the County of Los Angeles, State of California, and claims to be ""retained to assist  
18 Bank of America, N.A., with its efforts to reach customers who may be eligible for a  
19 Home Affordable modification Program."  
20

21           13. Defendant QBE Insurance Corporation (hereinafter "QBE") is a business at  
22 all times herein mentioned was conducting business in the County of Los Angeles, State  
23 of California, and claims to be an independent 3<sup>rd</sup> party insurance broker or providor for  
24 residential real estate.  
25  
26

27           14. Defendant Justin Greenberg ("GREENBERG") at all times relevant is and  
28 was an individual living in the County of Los Angeles, State of California, and is

1 conducting intrastate business, and claims to be the subject property "owner " according to  
2 defendant's January 11, 2013 email.  
3

4 15. Defendant BJB Associates LLC ("BJA") is a corporation owned by or  
5 affiliated with defendant Greenberg and at all times herein mentioned was conducting  
6 business in the County of Los Angeles, State of California, and claims to be new subject  
7 property "grantee" .  
8

9 i. Both Greenberg and BJA are further, "third parties" under CA Section 10531  
10 which states,  
11

12 "(a) If a third party so deals with goods that have been identified to a lease  
13 contract as to cause actionable injury to a party to the lease contract (1) the lessor  
14 has a right of action against the third party"

15 16. Defendant Ryder C. Ray ("RAY") at all times relevant is and was an  
16 individual living in the County of Los Angeles, State of California, and is a tenant that  
17 unlawfully detained or is detaining the subject property.  
18

19 i. Defendant is also responsible for Plaintiff's damages under CA Section  
20 10532 which states,  
21

22 "In addition to any other recovery permitted by this division or other law, the  
23 lessor may recover from the lessee an amount that will fully compensate the lessor  
24 for any loss of or damage to the lessor's residual interest in the goods caused by  
25 the default of the lessee. "  
26

27 17. Defendant Stephen B. Webb ("WEBB") at all times relevant is and was an  
28 individual living in the County of Los Angeles, State of California, and is an associate of  
Defendant Greenberg and purports to be member of State Bar and employed at Law firm,

1 Tilles, Webb, Kulla & Grant.

2  
3 18. Defendant Tilles, Webb, Kulla & Grant (“TWKG”) is a corporation affiliated  
4 with defendant Greenberg and defendant Webb, and at all times herein mentioned was  
5 conducting business in the County of Los Angeles, State of California.

6  
7 19. All Persons Unknown, Claiming Any Legal Or Equitable Right, Title, Estate,  
8 Lien, Or Interest In The Property Described In The Complaint Adverse To Plaintiffs’  
9 Title, Or Any Cloud On Plaintiffs’ Title Thereto” are sued herein pursuant to California  
10 Code of Civil Procedure Section 762.020(a).

11  
12 20. Plaintiffs do not know the true names and capacities of the defendants sued  
13 herein as DOES 1 through 20 (“DOE Defendants”), inclusive, and therefore sues said  
14 DOE Defendants by fictitious names. Plaintiffs are informed and believe that each of the  
15 DOE Defendants is contractually, strictly, negligently, intentionally, vicariously liable and  
16 or otherwise legally responsible in some manner for the acts and omissions described  
17 herein. Plaintiffs will amend this Complaint to set forth the true names and capacities of  
18 each DOE Defendant when same are ascertained.

19  
20  
21 21. Plaintiffs are informed and believe that Defendants BAC, REC, CTC, MERS,  
22 HRS and DOE Defendants 1 through 6, inclusive, and each of them, are and at all material  
23 times have been, the agents, servants or employees of each other, purporting to act within  
24 the scope of said agency, service or employment in performing the acts and omitting to act  
25 as averred herein.

26  
27  
28 BAC, REC, CTC, MERS, BNY, CWM, HRS, Lozano, Ambani, Colbert, Gifford,

Holliday, May, Moynihan, Powell, Rossotti, and DOE Defendants 1 through 6, inclusive, are hereinafter collectively referred to as the “Foreclosing Defendants.”

22. Plaintiff Requests a Jury Trial to prove Foreclosing Defendants are additionally at fault for unlawful actions including defective notice, and ignoring the fact Plaintiff was victim and litigating an unlawful detainer for the Subject Property. Plaintiff, working to safe guard the property for benefit of Plaintiff and Foreclosing Defendants, who unlawfully, fraudulently, and/or negligently induced and caused the Unlawful Detainee Ray to continue to unlawfully occupy the Subject Property after the mailed Notice of public sale on November 21, 2012 thru the December 13, 2012 public sale. Specifically, Foreclosing Defendants, Greenberg, and BJGA

- i) Induced or caused Defendant Ray to unlawfully refuse to vacate the possession of the Subject Property after the 12 month term of the lease ended on November 30, 2012; and/or
- ii) Induced or caused Defendant Ray to unlawfully refuse the December 9, 2012 Subject Property Notice of Inspection by Plaintiff which would have revealed thru mail and documents, the imminent public sale, allowing Plaintiff to stop such public sale.

Each of the Defendants named herein are believed to, and are alleged to have been acting in concert with, as employee, agent, or co-conspirator, each of the other Defendants, and are therefore alleged to be jointly and severally liable for the claims set forth herein, except as otherwise alleged.

### **GENERAL ALLEGATIONS**

1           23.    In November 2004, Plaintiff purchased for \$2,900,000 million, certain real  
2  
3 property commonly known as (the “Subject Property”) located at 2177 Sunset Plaza  
4 Drive, Los Angeles, CA 90069.

5           24.    On or about November 2004, Plaintiff took out a loan on the Subject Property  
6  
7 through CountryWide Bank (“CWBANK”) and executed a promissory note in favor of  
8 CWBANK. The note was secured by a deed of trust with CWBANK as beneficiary. CTC  
9 was Trustee.

10  
11           25.    Plaintiff made payments due on the loan in the months after November  
12 2004.

13           26.    On or about November 1, 2008, BAC acquired the servicing rights to  
14  
15 Plaintiffs’ loan from CWBANK. Plaintiffs continued to make their payments but now  
16 remitted them to BAC. However, Trustee remained CTC.

17                   **BREACHED LEASE AGREEMENT**  
18

19           27.    Plaintiff had to travel overseas for work in late 2011 and early 2012 and  
20 decided to begin a process to prepare the property for a sale. Plaintiff decided to fix  
21 up property and sell as soon as possible to take advantage of the upwards of \$1.5  
22 million in positive equity value Plaintiff held in the property.

23  
24           28.    Plaintiff contacted a former part time employee, Ryder C. Ray, who  
25 previously had helped Plaintiff move furniture and set up subject property to host events  
26 between 2005-2009. Ray worked as a freelance production assistant.  
27  
28



1           29. While subject property could have generated \$15,000 in rent per month based  
2 on area comparables. Plaintiff offered Ray a discounted rent amount of \$3000 explaining to  
3 Defendant that discount was based on: i) Plaintiff planned to sell the property so the lease  
4 term may not last an entire 12 months ii) Plaintiff prior to the sale of the property needed  
5 to get regular access to perform modest repairs on 4500 square foot 4 bedroom subject  
6 property.

7  
8  
9           30. Plaintiff and Defendant Ray executed the 2 page "Residential Lease  
10 Agreement" effective December 1, 2011, a 12 month lease agreement with defendant  
11 Ryder C. ending on November 30, 2012. (EXHIBIT "G")

12  
13           31. On or around July 15 2012, Plaintiff sent Defendant a notice of termination  
14 after notifying Defendant Ray of multiple breaches of the "residential lease agreement" in  
15 the month leading up to such aforementioned notice of termination.

16  
17           32. Defendant had promised to pay monthly rent to Plaintiff per Section 4 of the  
18 lease agreement (EXHIBIT "G"):

19  
20                   "4. PAYMENT OF RENT Tenant shall pay Landlord rent of \$3000 per  
21 month, payable in advance on the 1<sup>st</sup> day of each month. If that day falls on a  
22 weekend or legal holiday, the rent is due on the next business day. Rent shall  
23 be paid by personal check, money order or cashier's check only, to Brad  
Greenspan."

24           33. Defendant Ray made zero payments for a total of zero rent paid as of July  
25 2012.

26  
27           34. After Plaintiff sent Defendant Ray breach notice for non payment and  
28 termination of residential lease agreement in July 2012, Ray continued to occupy property,

1 pay no rent, refused access to inspect subject property and threatened Plaintiff in a July 14,  
2 2012 email :

- 4 i. "I have contacted the LAPD. "
- 5 ii. "If you attempt to do so you will be charged with breaking and  
6 entering."

7  
8 REVENGE MOTIVATED DEFENDANT RAY

9 35. Ray's emails provide strong evidence of additional motivation for his  
10 unlawful actions: Revenge. Ray was angry that Plaintiff had made a report in July 2012  
11 with the Los Angeles County Department of Children and Family Services ("DCFS") to  
12 report potential Child Abuse by defendant Ray occurring on Plaintiff's property.  
13

14 36. Plaintiff provided Defendant Ray and related parties a declaration of the  
15 specific witnessed event via email which served as the basis for an oral report Plaintiff  
16 made with the DCFS on or around July 15, 2012. (EXHIBIT "H")  
17

18 37. Ray did not dispute the account. Instead, Ray became increasingly angry and  
19 threatening to Plaintiff in addition to refusing to pay rent for 12 months and refusing to  
20 vacate property after expiration of the lease.  
21

22 38. On January 11, 2013, Defendant Ray's email was evidence of the many  
23 months of threats and harassment Plaintiff endured even as being economically damaged:  
24

- 25 i. "I will say it again; after all you have done to me"
- 26 ii. "All the misfortune you have gone through has been brought on  
27 by yourself. "  
28

1                   iii.     “I need to warn you whatever attacks you make against myself “  
2                   “will only leave you in more despair. “

3  
4                   iv.     “just leave this town and go to a small town to get healthy and make a  
5                   simple life for yourself.”

6                   v.     “my grace is done and you will reap what you continue to sow.”

7           39.     By the summer of 2012, Plaintiff had been significantly harmed by Defendant  
8  
9     Ray’s breach of the lease agreement and refusal to pay or vacate. Plaintiff was forced to  
10    find temporary housing outside of Los Angeles, creating increased expenses for Plaintiff.

11           40.     Plaintiff in the 4<sup>th</sup> quarter of 2012 retained eviction focused law firm and  
12    filed an unlawful detainer complaint in State Court of Santa Monica against tenant  
13    Defendant Ray. Plaintiff sought to collect both unpaid rent and possession of his sole  
14    owned residence.  
15

16           41.     Plaintiff was further harmed by having to bear the legal cost of the ongoing  
17    unlawful detainer action.  
18

19    **NO NOTICE OF DEFAULT AS OF SEPTEMBER 2012**

20  
21           42.     Plaintiff traveled to Los Angeles in October 2012 and was able to obtain  
22    copies of his September 2012 BAC mortgage statement (EXHIBIT “J”) and an October 4.  
23    2012 notice or offer of Loan Modification. (EXHIBIT “K”).  
24

25           43.     Plaintiff ‘s review of the September 2012 BAC mortgage statement  
26    (EXHIBIT “J”) listed information including:

27                   i.     “Type of Loan” = ”30 Yr Conv Jumbo Pay Option ARM”

28                   ii.    “Contractual unpaid principal balance” = “\$1,590,545.06”

- iii. "Original Loan Amount" = "\$1,450,000"
- iv. "Maximum Limit" = "115.00%"
- v. "Interest Rate this Month" = "2.875%"
- vi. "Remaining term" = "25 Years, 11 Months"
- vii. "Remaining Term as of December 1, 2012: 264 months"
- viii. "Anticipated Principal Balance: \$1,445,769.25"
- ix. "Minimum Payment" = "Principal/Interest Owed \$7,495.58" +  
"Escrow \$6,137.94"
- x. "Total Payment due Sep 1, 2012" = "\$13,633.52"

44. Plaintiff had not received any BAC statements as of September 2012 that declared or disclosed Plaintiff needed to make a payment of more than \$13,633.52.

45. Nor was there any mention in the BAC September 2012 statement that if a specific amount of money in arrears was not paid, there would be default and a public foreclosure sale at auction, or Plaintiff would have paid such outstanding amount to cure.

#### **BAC FAILED TO PROVIDE NOTICE OF DEFAULT**

46. BAC had terminated the 2011 public foreclosure sale of Subject Property after providing in 2011 the legal minimum required notice to begin a foreclosure sale with public auction date.

47. California and Federal law requires if one year has passed since the original auction sale was slotted for, then Foreclosing Defendants would be required

1 to give new notice of default with updated information such as money outstanding and  
2 owed  
3  
4 to Homeowner. This new notice of default would then be complied with by Foreclosing  
5 Defendants prior to the second step, Notice of public sale. Since BAC and Foreclosing  
6 defendants had given a 2011 notice of default and cancelled such 2011 public sale  
7 on or about June 2011, then one year had elapsed prior to the November 2012 notice of  
8 public sale.  
9  
10

11 48. The Court should rule quiet title in favor of Plaintiff for sole reason  
12 defendants clearly acted fraudulently and with malicious intent to harm Plaintiff by issuing  
13 November 21, 2012 “NOTICE OF TRUSTEE’S SALE” and completing such sale on  
14 December 13, 2012.  
15

16 49. The Court should rule the November 21, 2012 notice of sale and December  
17 13, 2012 sale was improper based on and for the sole reason it had been over 12 months  
18 since Defendant banks had provided a notice of default. Therefore, Defendant banks  
19 needed to provide a new notice of default before the sale of Plaintiff Subject Property  
20 could be valid under the minimum notice protections that California State mandates.  
21  
22

23 **NO RIGHT TO RECORD NOVEMBER 21, 2012 NOTICE PUBLIC SALE**  
24

25 50. Consider further, if BAC is able to get away with extending its powers and  
26 rights to not give notice before Foreclosure Sale, by the Court failing to uphold the law  
27 and common law rights in this case, other Homeowners will suddenly lose the benefit of  
28 Holiday travel to see family or friends. With BAC’s belief anytime one or more payments

1  
2 are missed, BAC can initiate a 20 day public sale without notice of default, and aim the  
3 scheme to take place at the period of time most likely for the consumer to be out of town,  
4 in this case, days before Thanksgiving, is unconsciousable. BAC's actions are those of  
5 punisher, attempting to ensure Customer will lose benefit of selling property to get fair  
6 market value.  
7

8  
9 Assuming a Property owner was not in the same situation as Plaintiff, the subject of  
10 malicious actions of an unlawful detainee, Property owner's sole option to delay 21 day  
11 noticed sale prior to suffering at upcoming "Shock" public auction sale, is to hire a new  
12 lawyer versed in real estate law who will want a premium price to diligence the documents  
13 customer puts before him sometime between November 23, 2012 and before December  
14 13, 2012.  
15

16  
17 **PLAINTIFF BELOW BAC "115%" "MAXIMUM LIMIT" CREDIT LINE**

18 51. Plaintiff determined to take advantage of the Credit line feature which is  
19 described in BAC statements as the "115%" "Maximum Line".  
20

21 52. In late 2012, Plaintiff damaged by Defendant Ray's unlaw detention of  
22 subject property determined to make use of the BAC "115%" "Maximum Line" credit line  
23 based on the foreclosing defendant's notices and representations that Plaintiff's "current  
24 balance" was less then 115%, giving Plaintiff right and ample room to use "Maximum  
25 Line" credit line to pay ongoing monthly mortgage fees due.  
26

27 53. September 2012 BAC statement defined key credit line terms (EXHIB"L"):  
28

i. "Maximum Limit – Per your loan documents, the Maximum

Limit is the maximum amount your loan can grow to before you are required to make the Full payment. If you reach the Maximum Limit, your Minimum payment will increase to the amount sufficient to repay your unpaid principal balance in full on the Maturity Date in substantially equal payments at the then current interest rate.”

- ii. “Maximum Limit and Payment Shock: Your loan includes a cap on negative amortization which limits the total amount you owe to 100% or 115% of the original loan amount.”
- iii. “When you reach the Maximum Limit your monthly payment amount will INCREASE SIGNIFICANTLY which may result in **an event called payment shock**, meaning it may be much more difficult for you to make the larger payment.”

**NOVEMBER 19, 2012, BAC INFORMED PLAINTIFF CURRENT BALANCE 109.69%**

54. On November 19, 2012, Bank of America sent “Adjustable -Rate Mortgage (ARM) Payment Adjustment Notice”. (EXHIBIT “K” ) and (EXHIBIT “L”).

In bold on the first page of the notice it states,

- a. **“On January 1, 2013 your new monthly minimum Payment will change from \$7,495.58 to \$7,396.02”**
- b. “Also, your mortgage has a recast feature where on January 1, 2015 and every 60 months thereafter, your monthly Minimum Payment will increase to an amount that would be enough to ensure you can pay off your mortgage by the end of the term if you continued to make this payment amount each month”
- c. “This amount, which will include principal and interest, could be significant if you do not consistently make the Amortized Payment each month,”
- d. “For the times you are unable to pay the amortized amount (except for when you are required to, such as when your loan is recast

1 according to the schedule in your mortgage documents”

2  
3 e. **“You are responsible for ensuring that your principal (mortgage)**  
4 **balance can never be more than 115.00% of what you originally**  
5 **borrowed**, also referred to as your original principal balance.

6 f. “To keep your principal balance from exceeding 115.00%, you will  
7 have to make a new and much larger monthly payment.”

8 g. “You can see that keeping your unpaid principal balance from  
9 exceeding 115.00% of your original principal balance is important  
10 to help you manage your finances.”

11 EXHIBIT “L” the back of the document states:

12 h. **“Your current balance is 109.69% of your original principal balance.”**

13 i. “Remaining Term as of December 1, 2012: 264 months”

14 j. “Anticipated Principal Balance: \$1,445,769.25”

15 k. “You will have to pay the Full Payment amount as your Minimum  
16 Payment if your principal balance will grow more than 115.00%  
17 of what you originally borrowed if we don’t change your  
18 payment, or if your mortgage is scheduled for a payment adjustment”

19 55. Indeed, foreclosing Defendant banks knew from Bank of America’s  
20 notification sent on November 19, 2012, Plaintiff’s current balance was  
21 only “109.69%” of Plaintiff’s “original principal balance” of \$1,450,000 (1.0969 X  
22 \$1,450,000) = **\$1,590,505**.

24 56. Per November 19, 2012 notice Plaintiff’s “Maximum Limit” is “115%” of  
25 \$1,450,000 original loan ( \$1,450,000 x 1.15) = Plaintiff’s BAC credit line had  
26 **\$1,667,500 “Maximum Limit”**.

27 **MISLEADING BAC OCTOBER “MODIFICATION” NOTICE VOIDS SAL**  
28



1 **THE FRAUDULENT LOAN MODIFICATION OFFER**

2  
3 57. On October 4, 2012, Bank of America sent Plaintiff a document  
4 with a byline: “you may be eligible for a mortgage modification” (referenced  
5 at EXHIBIT “M” frontside of document and EXHIBIT “N” backside )

6 58. The document states for subject property to be eligible for the mortgage  
7 modification October 4, 2012 offer,

8  
9 “The current loan-to-value ratio is **at least 75% or higher** (the loan-to-value  
10 ratio is the ratio between your loan and the Market Value of your home).“

11 59. Subject property was estimated and BAC was aware fair market value as  
12 being \$3,245,134 in value at the time Bank of America’s offer was sent in October  
13 2012 and when according to the terms, such offer expired on November 3, 2012,

14  
15 60. According to September 2012 account statement, the subject property  
16 BAC loan had a “Contractual unpaid principal balance” of “\$1,590,545.06”.

17  
18 61. Plaintiff’s **loan-to-value ratio (\$1,590,545.06 divided by \$3,254,134.00)**  
19 **was approximately 48.8%.**

20 62. Even using a more conservative estimated fair market value based on the  
21 current and future property taxes generated a **loan-to-value ratio** of approximately **54.8%**  
22 **(\$1,590,545.06 divided by \$2,900,000).**

23  
24 63. Foreclosing defendants were aware as of November 2012 that the value of the  
25 subject property was at least \$2,900,000 because foreclosing defendants had agreed and  
26 did pay Plaintiff’s property tax for 2012 and 2013, charging Plaintiff’s BAC “115%”  
27 “Maximum Limit” credit line.  
28

64. Specifically, in the BAC September 2012 statement, under “Property related expenses” BAC states, “we are responsible for the payment of the following items”

Description	Payee	Frequency	Next due date	Amount
i. “County taxes”	“LACounty Tax Collect”	“Annual”	“11/30/2012”	“\$19,764.61”
ii. “County taxes”	“LACounty Tax Collect”	“Annual”	“03/31/2013”	“\$19,764.61”

65. Plaintiff did not qualify for the October 4, 2012 BAC loan modification offer.

66. Homeowner after review of the offer determined subject property had loan-to-value-ratio well below the 75% level minimum required by Bank of America to qualify.

67. Plaintiff expected that Bank of America would offer Plaintiff at least economically an equal loan modification offer to the October 4, 2012 BAC loan modification offer.

68. In fact, Plaintiff expected to receive a future BAC loan modification offer on superior economic terms versus the October 4, 2012 BAC loan modification offer.

Plaintiff held this belief and expectation based on the undisputed fact that a property with a BAC mortgage loan attached to the deed of trust with a 75% or higher loan-to-value-ratio compared to Plaintiff’s below 50% loan-to-value-ratio was: i) as an asset worth less

- ii) significantly more risky for foreclosing defendants to modify the mortgage on and effectively grant more credit as compared to Plaintiff’s property which was statistically less risky to grant more credit to because of the lower loan to market value that existed.

69. Plaintiff believed and expected that BAC would offer Plaintiff and similarly

1  
2 situated customers with less risky mortgage loans that did not qualify for the October 4,  
3 2012 loan modification offer, a future loan modification offer that Plaintiff and subject  
4 property  
5 would qualify for.

6  
7 70. In fact, Plaintiff could not even attempt to fill out and submit the October 4,  
8 2012 BAC loan modification offer because Plaintiff did not qualify under the parameters  
9 of the BAC offer documents and Plaintiff would have committed fraud and breached terms  
10 of the October 4, 2012 notice and loan modification offer.

11  
12 **NOTICED SALE UNLAWFUL BECAUSE 1.09% EXHIBIT L – DID NOT CROSS**  
13 **115%**

14 71. Defendant banks were aware if Plaintiff's "principal balance" was less then  
15 "115.00%", then defendant banks could not get remedy Bank of America restated in the  
16 November 19, 2012 notice of forcing Plaintiff "to pay the Full Payment amount" as  
17 Plaintiff's "Minimum Payment"

18  
19 72. Defendant Banks did not qualify or have legal right as of November 21, 2012  
20 to trigger a full payment demand including "Notice of Sale" for the date defendant Banks  
21 set at December 13, 2012 because they knew or should have known that Bank of America  
22 on November 19, 2012 admitted Plaintiff's "current balance is 109.69% of your original  
23 principal balance."

24  
25 73. Defendant banks including Reconstruct N.A., Bank of America, and Bank of  
26 New York, had no right to trigger the November 21, 2012 "Notice of Public sale" because  
27  
28

1 such right to demand payment in full of the Plaintiff's mortgage was predicated on  
2 Plaintiff "principal balance" "exceeding 115.00%".  
3

4 74. Another reason the December 13, 2012 sale was not valid, is if the credit line  
5 was reached, according to Defendant Banks own notice, prior to sale of the property,  
6 Defendant would notify Plaintiff that the 115%  
7 Maximum Value had been reached and Thus Plaintiff must make immediate payment and  
8 what such amount owed was. This notice of reaching 115% or what Defendant Banks  
9 termed "Maximum Limit" was never provided and therefore, the Defendant Banks had no  
10 right to fail to provide notice of default followed by notice of sale.  
11  
12

13 75. Even if Court decides Defendants had right to trigger notice of sale,  
14 the Court should rule the notices sent by defendants were unlawful and misleading  
15 and therefore an additional reason that the December 13, 2012 sale was not valid.  
16

17 76. BAC will have to prove in Court if it proves not guilty to previous evidence  
18 and claims put forth, that its also not deceptive by informing customer of false facts (see  
19 EXHIBIT "K" noticed items: b-k above) or as BAC states in EXHIBIT L notice, false  
20 statements "important to help you manage your finances."  
21  
22

23 77. Foreclosing Defendant Banks realized only legal mechanism for legally sale  
24 of Subject Property was if Plaintiff "principal balance" had reached a total "exceeding  
25 115.00%" and such "Maximum Payment" owed by Plaintiff had not been reached (see  
26 Paragraph 37 & 42)  
27  
28

1 78. According to ARM ADJUSTMENT NOTICE (EXHIBIT “K” and “L”),  
2  
3 Plaintiff was below the “Maximum Limit“ as of November 19, 2012 of 115.00%

- 4 x. “Maximum Limit – Per your loan documents, the Maximum  
5 Limit is the maximum amount your loan can grow to before  
6 you are required to make the Full payment.

7 Therefore, defendant banks knew or should have known that if Plaintiff’s “current  
8 balance” was 109.69% ARM ADJUSTMENT NOTICE as of November 19, 2012, then it  
9 was not accurate for on November 21, 2012, such total % to become greater then 115%.  
10 Unless, such total owed under loan agreement by Plaintiff as stated by Defendant Banks  
11 November 19, 2012 notification, then the remedy was limited defendant Banks.  
12

13 79. Since Defendant Banks on November 21, 2012 were taking actions  
14 inconsistent with the same defendant’s November 19, 2012 “Adjustable-Rate  
15 Mortgage (ARM)) Payment Adjustment Notice " it was not legal for  
16 banks to trigger and send the November 21, 2012 “Notice of Sale” and will be  
17 found to be gross negligence or employees of the companies operating in bad faith  
18 and breaching their duty of loyalty and fiduciary duty.  
19  
20

21 80. BAC becoming aware customer wants to both: i) Get benefit of lower interest  
22 rate accruing to loan that BAC has informed and conceded customer is owed beginning  
23 January 1, 2014. And ii) right to loan modification offer because Customer did not return  
24 the October 3, 2012 deceptive request for loan modification.  
25  
26

27 81. Foreclosing Defendants breached their agreement of promised and promoted  
28 Plaintiff customer’s “115%” BAC provided credit line. Instead, BAC and foreclosing

1 Defendants ignore and fail to heed what their own statement promises under the  
2  
3 “Maximum Limit” agreement. Plaintiff had not passed the 115% “Maximum Limit” prior  
4 to the Foreclosing Defendant’s taking action to record the November 21, 2012 notice of  
5 sale. Therefore, this is a further breach of agreement by BAC and foreclosing defendants,  
6  
7 who promised to give the Plaintiff up to 115% before taking such actions like a valid  
8 Notice of Default followed by a valid Notice of Public Auction Sale. EXHIBIT “K” and  
9  
10 EXHIBIT “L” are BAC statements showing Plaintiff never reached or crossed such  
11 “Maximum Limit”. EXHIBIT “K” from foreclosing Defendants states several key  
12 definitions:

13 82. For instance, Plaintiff customer never received the benefit or warning of what  
14  
15 BAC promised Plaintiff would get fair warning or citing in EXHIBIT “K”, an “event  
16 called payment shock”.

17 B. **INFLATED AND/OR FABRICATED EXPENSES**

18  
19 83. Defendant Banks saw an opportunity to create new profit streams, converting  
20 a \$1,590,545.06 reported “contractual unpaid principal balance” on Sep 1, 2012.

21 i. Into a scheme to inflate Plaintiff’s liabilities and enrich themselves by  
22 attempting to collect over \$400,000 in fabricated or improper costs and fees.

23  
24 ii. The scheme included an attempted improperly noticed \$2,005,000 public  
25 firesale of a property worth \$3.2+ million dollars (per rating appraisal service 3<sup>rd</sup> party  
26 Zillow & Grubb&Ellis online) on December 13, 2012.  
27  
28

1           iii. Defendant banks didn't need to get 100% of the inflated \$2,005,000 in the  
2  
3 rigged public sale and accepted and generated a handsome profit from the below fair  
4 market value sale proceeds received of \$1,770,000.

5           iv. Defendant Banks generated \$180,000 profit from the improperly noticed and  
6  
7 breach of agreement of promised credit minimum re-agreed upon thru Defendant's  
8 representations in the November 27, 2012 Notification of Purchased Insurance

9           vi. Defendant Banks used improperly sequenced billing, inflating and  
10  
11 accelerating Plaintiff's credit line to have any plausible story as to the toggle on that  
12 Defendant banks facilitated on or about November 21, 2012.

13           Some of these inflated or improper charges included: \$19,900 in September 2012  
14  
15 for due in March 2013 State Taxes and additional insurance due in 2013. Only some of  
16 the Defendant's charges are known at this time because it is assumed and the uncontested  
17 evidence shows the \$2,002,500 was amount Claimed by Defendant Banks.

18  
19           84. Defendant Banks therefore embarked on conspiracy and succeeded in  
20  
21 fraudulent, unlawful, and mis-timed expenses being allocated and charged to  
22 Plaintiff in the run up to the December 13, 2012 sale of Subject Property.

23  
24           85. For example: Referenced document at Exhibit E2;pg.60 is page 2 of Bank  
25 of America subject property September 2012 mortgage statement dated August  
26 30, 2012 (8/30/2012) And lists three (3) "Property related expenses":

27  
28           i. "County taxes" "Payee" = "Los Angeles County Tax Collect"

                  "Frequency" = "Annual"

                  "11/30/2012" = "Next due date" & "Amount due" =

                  "VERIFIED QUIET TITLE AND RICO COMPLAINT  
                  "\$19,784.61"

i.

ii. "County taxes" "Payee" = "Los Angeles County Tax Collect"

"Frequency" = "Annual"

"03/31/2013" = "Next due date" & "Amount due" =  
"\$19,784.61"

iii. "Homeowners insurance" "Payee" = "Lender Placed Insurance"

"Frequency" = "Annual"

"11/21/2012" = "Next due date" & "Amount due" =  
"\$3,446.00"

86. October 23, 2012, Bank of America sent Plaintiff notice to buy hazard insurance for the property while also disclosing without proof of homeowner insurance, Bank of America on November 21, 2012 (11/21/2012) will automatically buy insurance thru its chosen vendor for the next 12 months and pass on such costs to subject property owner. (see Exhibit )

87. On November 21, 2012, BAC initiated its first and only notice of public auction sale set for December 13, 2012. BAC failed to provide the legally mandated Notice of Default prior to the Notice of public auction sale. Therefore, for this reason alone, Foreclosing Defendants have unlawfully and improperly transferred Plaintiff's title and deed and valid ownership thru only providing 21 days of notice before selling Property.



1 88. Argento, even if Foreclosing Defendants not guilty of unlawfully omitting  
2 critical Notice of Default in 2012, Foreclosing Defendants' Triggering, Recording, and  
3 Sending the November 21, 2012 "Notice of Sale" will be found to be deceptive,  
4 misleading, and not legal under California law for following defects:  
5

6  
7 89. On November 21, 2012, Foreclosing defendants recorded such notices to  
8 subject property:

9 a. "SUBSTITUTION OF TRUSTEE" is a document referenced  
10 as EXHIBIT "M"

11 b. "NOTICE OF TRUSTEE'S SALE" is a document referenced as  
12 EXHIBIT "N"

13 c. "DECLARATION OF MAILING FOR SUBSTITUTION OF  
14 TRUSTEE BY CODE" is a document referenced as EXHIBIT "O"

15 d. "NOTICE TO PROPERTY OWNER" is a document referenced  
16 as EXHIBIT "P"

17  
18  
19 90. First, (EXHIBIT "M") , **Substitution of Trustee** states:  
20

21 a. " Bradley Greenspan, a Single Man was the original **Trustor**

22 b. "CTC Real Estate Services was the **original Trustee**

23 c. "Mortgage Electronic Registration Systems, Inc. was the **original**

24 **Beneficiary** under that certain Deed of Trust dated 11/16/2004 and  
25 recorded on 11/19/2004 as Instrument No. 04 3008712 in Book Page  
26 of Official Records of Los Angeles County, California;"

27 d. "the undersigned hereby substitutes Recontrust Company, N.A." as  
28

“Trustee under said Deed of Trust.”

e. The document is BLANK where it states in bold letters “DATED”

f. The document claims the document has an “undersigned” but there is no signature, instead only the description,

“THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, NOT IN ITS INDIVIDUAKL CAPACITY BUT SOLELY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATE HOLDERS OF THE CWMBS 29005-02 TRUST, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-02”

g. The document is BLANK also for spaces where a Notary and Signature plus “(Seal)” are available to be properly filled out with information.

91. Therefore, based on the lack of notarization and lack of signature, among other defects listed above, the Substitution of Trustee document is void and defective, thus making entire November 21 Notice of public auction sale defective and void.

92. Further problems with document: **Substitution of Trustee** (EXHIBIT “M”), are Plaintiffs were not familiar with the entities set forth therein. Specifically, the Notice stated that the Deed of Trust executed by Plaintiffs “was to secure obligations in favor of Mortgage Electronic Registration Systems, Inc. [“MERS”], as Beneficiary,” not CountryWide Bank. MERS was never a beneficiary of Plaintiffs’ loan. Additionally, MERS was never entitled to receive payments from Plaintiffs pursuant to the note and MERS has never been qualified to conduct business in the State of California. Thus, MERS did not have legal standing or any legal right to substitute the trustee under the Deed of Trust.

1  
2 93. Another reason the court should rule to terminate December 13, 2012  
3 sale is because **Substitution of Trustee** (EXHIBIT “M”) document is invalid. ReconTrust  
4 is the party sending in the notice but there is no proof when or how the Beneficiary  
5 changed. Recontrust wants to be the new trustee, but claims and provides no path or  
6 documentation to Demonstrate or prove when or how BNY became the new beneficiary  
7 versus MERS.  
8  
9

10 94. If MERS is purported to be the “original beneficiary” on the deed, then a  
11 party like ReconTrust to invoke a substitution must prove thru documentation when and  
12 how this purported Transfer between MERS electing to make BNY the new beneficiary  
13 took place and what notice was provided at such time so that all parties can determine its  
14 validity. BNY is nota valid Beneficiary and the notice is defective.  
15  
16

17 95. Notwithstanding the above reasons that cause the Substitution of Trustee  
18 notice to be defective, rendering the November 21, 2012 Notice of public auction sale  
19 defective and void, there are other defects. Defendant BNY whose lack of proof of being  
20 the beneficiary makes its power to elect a new Trustee defective, purports to transfer  
21 Trustee on November 21, 2012 the same day the party that purports to become the new  
22 Trustee is the party that purports to be giving a valid notice of public sale. This is a  
23 defective sequence invalidating the November 21, 2012 notice. Assuming Defendants did  
24 have the right to notice a public sale against Plaintiff, Defendants must wait until the new  
25 Trustee is transferred if Defendants seek to both: transfer a Trustee and give notice of  
26 public sale. Additionally the same trustee transfer document purports to switch  
27  
28

1  
2 Beneficiaries on November 21, 2012 with no proof the original Beneficiary agreed to such  
3 transfer, which invalidates the Trustee transfer and the Trustee Sales  
4  
5 notice being Given in proper required legal manner.

6 96. Moreover, (EXHIBIT “N”), the “NOTICE OF TRUSTEE’S SALE” was  
7 wrongful and improper because Recontrust N.A. did not have the legal right to act as  
8 trustee under the Deed of Trust. Specifically, the Substitution of Trustee which allegedly  
9 substituted ReContrust in as trustee was not executed until sometime after November 21,  
10 2012 , and was not recorded until sometime after November 21, 2012. A true and correct  
11 copy of said Substitution of Trustee is attached hereto as (EXHIBIT “M”). Thus,  
12  
13 ReContrust was not the duly appointed trustee under the Deed of Trust when it executed  
14 the Notice of Trustee’s Sale on November 21, 2012. Rather “CTC REAL ESTATE  
15 SERVICES” was still the Trustee for the above reasons stated and additionally because  
16  
17 there is no proof MERS transferred or approved assigning and  
18  
19 making BNY the new beneficiary, and ReContrust becoming valid Trustee is dependent  
20  
21 on BNY being a true and valid beneficiary. Thus neither Reconstrut was validly  
22 substituted as Trustee and BNY was not validly substituted as Beneficiary.

23 97. Further making “NOTICE OF TRUSTEE’S SALE” (EXHIBIT “N”)  
24 defective is such document was sent to Plaintiff and did not include a declaration pursuant  
25 to Civil Code Section 2923.5. In addition, Prior to their receipt of the Notice, Plaintiff did  
26  
27 not receive any telephone calls or written correspondence from Foreclosing Defendants  
28

1 other then the October 3, 2012 Loan Modification offer which Plaintiff was not eligible  
2  
3 for as cited previously herein.

4 98. Even if Foreclosing Defendants had provided proof and proper evidence and  
5 notice that MERS (acting as beneficiary) assigned the Deed of Trust to NYB. The  
6 Assignment by MERS was improper because MERS never had a beneficial interest in the  
7 Subject Property and was merely a “nominee” under the Deed of Trust. Therefore, the  
8 Assignment was invalid and void.  
9

10  
11 99. Based upon information and belief, there was no assignment of the Note with  
12 the Deed of Trust, none of the Foreclosing Defendants are the holder of the Note in due  
13 course, and none of the Foreclosing Defendants were assigned the Note by CountryWide  
14 Bank. Accordingly, none of the Foreclosing Defendants were ever entitled to enforce the  
15 Note.  
16

17 100. Based upon information and belief notwithstanding of the fact that it was not  
18 the trustee under the Deed of Trust and it did not have any authority from the beneficiary  
19 under the Deed of Trust, Recontrust went forward with the public auction which resulted  
20 in Defendant BHJ Associates LLC being granted and conveyed the Subject Property by  
21 Recontrust allegedly acting as the duly appointed Trustee under the Deed of Trust.  
22

23 101. A true and correct copy of the Trustee’s Deed Upon Sale is attached hereto as  
24 (Exhibit “C.”) The Trustee’s Deed Upon Sale was also invalid and void because it was  
25 based on an invalid and void Assignment of the Deed of Trust.  
26  
27  
28

1           102. Based upon information and belief, the Trustee's Sale was also invalid  
2  
3 because it took place without anyone ever presenting the original note, or original and  
4 valid assignments of the note, to Recontrust or BNY. The failure to do so resulted in an  
5 invalid foreclosure sale.  
6

7           103. Based upon information and belief, at no time did foreclosing defendants  
8 know, in fact, who the actual beneficiary of the Deed of Trust was. Further, Plaintiffs are  
9 informed and belief that the actual beneficiary of the Deed of Trust NEVER provided a  
10 declaration to Recontrust stating that Plaintiffs were in default under the terms of the Deed  
11 of Trust and, accordingly, the recording of the Notice of Default and any subsequent  
12 documents relating to a non-judicial foreclosure were recorded in violation of California  
13 Civil Code section 2924(a)(1)(C).  
14  
15

16 **PLAINTIFF DEPRIVED OF CERTAIN REAL PROPERTY AND POSSESSION**  
17 **RIGHTS UNDER CIVIL CODE SECTION 739-742**  
18

19           104.

20           i.       739. A future interest, depending on the contingency of the death of  
21 any person without successors, heirs, issue, or children, is defeated by the birth of a  
22 posthumous child of such person, capable of taking by succession.  
23

24           ii.      740. A future interest may be defeated in any manner or by any act or  
25 means which the party creating such interest provided for or authorized in the  
26 creation thereof; nor is a future interest, thus liable to be defeated, to be on that  
27 ground adjudged void in its creation.  
28

1           iii.     741. No future interest can be defeated or barred by any alienation or  
2  
3 other act of the owner of the intermediate or precedent interest, nor by any  
4 destruction of such precedent interest by forfeiture, surrender, merger, or otherwise,  
5 except as provided by the next section, or where a forfeiture is imposed by statute as  
6 a penalty for the violation thereof.  
7

8           iv.     742. No future interest, valid in its creation, is defeated by  
9 the determination of the precedent interest before the happening of the contingency  
10 on which the future interest is limited to take effect; but should such contingency  
11 afterwards happen, the future interest takes effect in the same manner and to the  
12 same extent as if the precedent interest had continued to the same period.  
13  
14  
15

16 **AFTER LEASE TERM EXPIRED DECEMBER 1, 2012, DEFENDANT RAY**  
17 **REFUSED TO VACATE AND STATE UNLAWFUL DETAINER CASE 12UO4763**  
18 **FILED**

19           105. In November and December 2012, Plaintiff was forced to focus time and  
20 resources on trying to recover possession of subject property by evicting unlawful  
21 detainee Defendant Ray. Plaintiff planned to sell such property once Plaintiff could  
22 remove Defendant Ray and repair property as needed.  
23  
24

25           106. Defendant Ray demurred to the Unlawful Detainer, and continued to occupy  
26 the property unlawfully past the 12 month term of the lease that expired at the end of  
27 November 2012. After December 1 and on December 13, 2012 when the public auction  
28 of the subject property occurred, defendant Ray had no legal basis to continue to possess

Plaintiff's property,

107. Based upon information and belief, Defendant Ray became aware of the November 21, 2012 Notice of Default sent to Subject Property thru violation of State and Federal law by opening mail delivered to Plaintiff at Subject Property.

**DEFENDANT UNLAWFULLY BLOCKED PLAINTIFF FROM INSPECTING SUBJECT PROPERTY IN DECEMBER 2012.**

108. On or about December 8, 2012, Plaintiff had a 3<sup>rd</sup> party serve Defendant Ray with a 24 hour notice of inspection. The notice sought a December 9, 2012 right under civil code 1954 to , "TO INSPECT FOR THEFT LOSS AND DAMAGE BEFORE JUDICIAL HEARING", "between the hours of 3pm and 5pm." (EXHIBIT "I"- p1 & p2).

109. Defendant Ray unlawfully refused access on December 9, 2012 in an email, refused entry and threatened Plaintiff and the management company retained for the inspection:

"under civil code 1954 section b and c I refuse you the right to enter 2177 sunset plaza dr due to your documented repeated attempts to harass myself and my son as well as your request for inspection not falling with what is considered legal normal business hours (mon-fri 9-5). In addition I have spoken to casey management whom you named on the document as landlords of the property and they assure me they do not manage this property And view it as fraudulent that you would attempt to falsify legal documents with their names. It is clear you are still trying to harass me and my son and given all the face I will call the police if you or anyone else tries to enter the property."

110. Defendant Ray violated both common law and section twelve (12) of the "residential lease agreement" which states,



1 “12. EMERGENCY ENTRY AND INSPECTION Tenants shall make the  
2 premises available to Landlord or Landlord’s agents for the purposes of  
3 making repairs or improvements, or to supply agreed services or show the  
4 premises to prospective buyers or tenants, or in case of emergency. Except in  
5 case of emergency, Landlord shall give Tenants reasonable notice of intent to  
6 enter. For these purposes, twenty-four (24) hour written notice shall be  
7 deemed reasonable. In order to facilitate Landlord’s right of access, Tenants  
8 shall not, without Landlord’s prior written consent, add, alter or re-key any  
9 locks to the premises. At all times Landlord shall be provided with a key or  
10 keys capable of unlocking all such locks and gaining entry. Tenants further  
11 agree to notify Landlorrd in writing if Tenants install nay burglar alarm  
12 system, including instructions on how to disarm it in case of emergency  
13 entry.” (EXHIBIT “G”)

14 111. Homeowner additional injury caused by new cost of monthly rent, loss of use  
15 of own property and personal possessions. Plaintiff work and business harmed further by  
16 being forced to move outside of Los Angeles to find affordable housing and pay for legal  
17 costs.

18 112. Plaintiff being forced to move outside of Los Angeles temporarily  
19 by direct damages inflicted by Defendant Ray, also damaged and diminished  
20 Plaintiff’s ability to receive critical business and property communications and  
21 notices. For instance, while Plaintiff outlines key documents and dates below,  
22 it was not until mid-January that Plaintiff became aware of the December 13, 2012  
23 public sale occurring.

24 **DEFENDANT RAY FRAUDULENTLY CONCEALED MAIL CONTAINING**  
25 **NOTICE OF PUBLIC SALE**

26 113. Plaintiff unable to access the Subject Property was damaged by: i) the  
27 inability to get the property ready for a sale ii) the inability to start a sale process including  
28 allowing prospective buyers to access the property and inspect such property iii) the

1 inability to timely receive and be aware of the critical November 21, 2013 Notice of public  
2 auction from foreclosing defendants or the fact there was a December 13, 2013 public sale  
3 date set.  
4

5 114. Plaintiff did not learn of impending sale, so Plaintiff could not exercise legal  
6 rights to stop, postpone, and/or optimize the sales process of public sale and take action to  
7 stop such fraudulent conveyance.  
8

9  
10 **JANUARY 11, 2013 PLAINTIFF LEARNS OF: NOVEMBER 21 NOTICE &**  
11 **DECEMBER 13, 2012 SALE**  
12

13 115. On January 11, 2013, Plaintiff first became aware that the Foreclosing  
14 Defendants had: provided a November 21, 2012 notice of public foreclosure sale with a  
15 December 13, 2012 public sale date, and purported to sell the \$3,245,000 Subject Property  
16 for \$1,770,000.  
17

18 116. Plaintiff learned these facts after receipt of an email January 11, 2013 from  
19 Defendants Greenberg and BJG Associates sent after such defendants called Plaintiff's  
20 law firm handling the ongoing unlawful detainer complaint versus Defendant Ray.  
21

22 117. Defendants Greenberg and BJG Associates requested Plaintiff's law firm  
23 dismiss the unlawful detainer complaint. Further, Defendant Greenberg in an email  
24 purported to be the  
25 "owner" of the Subject Property, stating:  
26

27 "My name is Justin Greenberg and I am the owner the above referenced  
28 property," I spoke with somebody in the office and they wanted me to send

1 this over to prove I am the owner as Mr. Greenspan has made the  
2 representation to you that he is the owner.” (EXHIBIT “Z”)  
3

4 118. However, documents Defendant Greenberg forwarded provided zero proof  
5 Greenberg had purchased the Subject Property and instead merely introduced evidence  
6 that a corporation named “BJG Associates LLC” had purchased the Subject Property.  
7

8 119. Defendant Greenberg forwarded the following correspondences with  
9 Foreclosing Defendant ReconTrust:  
10

11 a. EXHIBIT “V” is a December 17, 2012 letter to “BJG Associates LLC”  
12 from ReconTrust stating “Trustee’s Sale held on December 13, 2012”  
13

14 b. EXHIBIT “X” is an undated document titled:

15 “TRUSTEE’S DEED UPON SALE” , further stating

16 i. “The amount of the unpaid debt was \$2,002,155.00  
17

18 ii. “The amount paid by the Grantee was \$1,770,000.00”  
19

20 c. EXHIBIT “Y” is a Notice dated December 19, 2012,  
21

22 i. “executed by “Trustee, in compliance with said Notice of Trustees Sale  
23 and in exercise of its power under said Deed of Trust sold property at  
24 public auction on 12/13/2012.

25 ii. “Grantee, being highest bidder at said sale became the purchaser of  
26 said property for the amount bid, which amount was \$1,770,000.00”  
27

28 **DEFENDANTS REFUSED TO PROVE THEY WERE BONA FIDE PURCHASERS**

120. On January 11, 2013 Plaintiff sent an email to the same Gmail.com account  
that Greenberg had used to contact Plaintiff’s law firm days earlier, Plaintiff sought to

1 verify Defendant Greenberg’s claim he was the “owner” of Subject Property asking in an  
2 email:  
3

4 “Could you be so kind to answer a few questions so i might have the best  
5 background information” (EXHIBIT “AA”)

6 Plaintiff in the same email also asked seven questions seeking basic information  
7 to verify Defendants Greenberg and BJG Associates were bona fide purchasers with no  
8 pre-existing affiliation with the then unlawful detainee defendant Ray.  
9

10  
11 121. Despite Defendant’s promise in his initial email,

12 ““let me know if you have any questions.”

13 Greenberg and BJG Associates LLC refused to both respond to the January 11, 2013  
14 email from Plaintiff or answer even a single of the seven questions.  
15

16 122. Based on information and belief, Defendants Greenberg and BJG Associates  
17 were aware at the time they refused to respond to Plaintiff’s initial January 11, 2013 email  
18 that Defendant Ray’s demurrer in the State unlaw detainer had been rejected and that Ray  
19 had provided no answer to Plaintiff’s complaint.  
20

21 123. Plaintiff sent Defendant Greenberg another email, to the same Gmail.com  
22 account that Greenberg had used to contact Plaintiff’s law firm days earlier, on Saturday  
23 January 12, 2013, at 23:01:54 with the Subject: “also” (EXHIBIT “BB”) , again  
24 attempting to confirm Greenberg’s claim and previous promise “to prove I am the owner”  
25 as well as requesting:  
26  
27

28 i. Since the documents provided by Defendant Greenberg stated a

1 corporation “BJG Associates LLC” was the purchaser at the December 2012  
2 public sale and not Greenberg, Plaintiff asked,  
3  
4 “could you inform me of the name of the owners of the company that you  
5 indicated purchased the 2177 sunset plaza property. “ as “u purport to be the  
6 owner but a company is listed on the document you provided.”

7 ii. Plaintiff also alerted Greenberg to issue of Plaintiff’s “property inside”  
8 Subject Property.

9 iii. Plaintiff also affirmed ongoing State unlawful detainer action against  
10 tenant, ie “the process of legally removing him. “

11  
12 iv. Plaintiff also asked Defendant to clarify role in State unlawful  
13 detainer,

14 “ why did u determine u wanted to halt this legal process”

15  
16 v. Plaintiff also informed Defendant Greenberg that Plaintiff was victim  
17 of unlawful acts by tenant the Defendant in State unlawful detainer  
18 action explaining Ray had acted “to fraudulently conceal evidence and  
19 notice of the public auction from me, the owner.”

20  
21 vi. Plaintiff also informed Defendant Greenberg that Plaintiff was victim  
22 of “a serious crime” , requesting “responses to my queries in this + my  
23 previous email as soon as possible” to “provide the police and  
24 local/federal authorities with the critical basic facts needed to begin  
25 their investigations.”  
26

27  
28 124. Neither Defendant Greenberg or BJG Associates LLC responded to

1 any of Plaintiff's queries despite Plaintiff's January 12, 2013 email being the second such  
2 attempt Made and despite Greenberg's promise and affirmation on January 9, 2013 to  
3 answer "*any questions*"

4  
5 125. Despite receiving no response, a Third attempt was made by Plaintiff on  
6 Monday January 14, 2013 at 16:24 via an additional query communication sent via email  
7 with subject line: "right of legal previous owner" to the same Gmail account used by  
8 Defendant Greenberg.  
9

10  
11 i. Plaintiff first requested Defendant Greenberg provide proof Greenberg's  
12 "claim of being new owner is valid"

13  
14 ii. Plaintiff also again alerted Defendant Greenberg to Plaintiff's "legal  
15 rights" as "legal previous owner".

16  
17 iii. Plaintiff again informed Defendant Greenberg of ongoing State  
18 Unlawful Detainer action, stating, "As you are aware, I am trying to  
19 remove a tenant thru a legal process who is unlawfully occupying the  
20 property."

21  
22 iv. Plaintiff again put Defendant Greenberg on notice of Plaintiff's legal  
23 Rights, requesting a response if Greenberg disagreed, "do you agree I can  
24 only begin to receive my legal rights due after the unlawful occupant is  
25 removed?"

26  
27 v. Plaintiff further notified Defendant Greenberg that Greenberg had the  
28 Legal option to join the State Unlawful Detainer action if Greenberg sought

1 to expedite the timeframe of his lawful possession of Subject Property,  
2  
3 stating,

4 “will u take immediate actions to remove this occupant or would you  
5 like to have me continue my current legal process with ur aiding such  
6 process?”

7 vi. Plaintiff again put Defendant Greenberg on notice of liability related to  
8 Plaintiff’s personal property

9 “keep in mind i have significant assets that is my personal property at  
10 2177 sunsetplaza and these could become damaged or stolen which  
11 you could have personal liability for if your taking actions to aid and/or  
12 abet the unlawful occupant.”

13 126. Defendant Greenberg refused to respond or reply to Plaintiff’s third attempt  
14 to communicate via the January 14, 2012 email sent by Plaintiff.

15  
16 127. Plaintiff made a fourth attempt to communicate and allow Defendant  
17 Greenberg to make good on the promise and claim made in Greenberg’s January 9, 2013  
18 email to both: answer “*any questions*” and “*to prove I am the owner*”.

19  
20 i. Plaintiff’s next email subject: “also what date did u become aware mr. ray  
21 was unlawfully occupying the property?” was sent to Defendant Greenberg ,  
22 at the same Gmail account that Greenberg used to contact Plaintiff’s law  
23 firm, at 16:36 on January 14, 2013. (EXHIBIT “DD”)

24  
25 ii. Plaintiff requested Defendant Greenberg seek to provide any facts or  
26 evidence

27 that would confirm Greenberg was a bona fide purchaser and not a related party to  
28 Defendant Ray, who the California State Court ruled on May 22, 2013 was guilty of

1  
2 unlawfully detaining Plaintiff's property.

3  
4 iii. Defendant Greenberg was given notice in January by email his actions were:  
5 "attempting to obstruct" Plaintiff's legal "rights as previous owner." (EX "Z")  
6

7  
8 128. Defendant Greenberg refused to respond to at least four (4) good faith  
9 communication attempts made by Plaintiff in January 2013 after Defendant Greenberg  
10 promised to "*answer all questions*" and "*prove*" Greenberg was new owner of Subject  
11 Property. (EXHIBIT "Z")  
12

13 i. Defendant Greenberg and BJB Associates LLC opted instead to  
14 provide  
15 no facts attempting to prove either was indeed a bona fide purchaser of Subject Property.

16 **STATE UNLAWFUL DETAINER**

17  
18 129. On February 6, 2013, in the State Unlawful Detainer, Case No. 12UO4763  
19 the State Court overruled the demurrer of Defendants.

20  
21 130. On March 24, 2013, Plaintiff's attorney in State Unlawful Detainer, Case No.  
22 12UO4763, provided and served Notice of Ruling on Demurrer to Defendants. This was  
23 also sent to Subject Property.

24  
25 131. On April 19, 2013, Court in State Unlawful Detainer, Case No.  
26 12UO4763 recognized and ruled,

27  
28 "REQUEST FOR ENTRY OF JUDGMENT BY CLERK FOR DEFAULT  
ENTERED AS TO (RAY, RYDER C.) ON 04/19/13 FILED.  
DECLARATION UNDER 585.5 CCP"



1  
2 132. On May 22, 2013, Court in State Unlawful Detainer, Case No.  
3 12UO4763 gave Plaintiff default judgement over Defendants stating on the record,  
4

5 “REQUEST FOR ENTRY OF JUDGMENT BY CLERK FOR DEFAULT  
6 ENTERED”  
7

8 “05/22/2013 JUDGMENT ENTERED ON 05/22/13 . FOR (GREENSPAN,  
9 BRAD) .AGAINST (RAY, RYDER C.) . FOR RESTITUTION OF THE  
10 PREMISES LOCATED AT: 2177 SUNSET PLAZA DR, LOS ANGELES,  
11 CA 90069 “

12 133. Based on information and belief, Defendant Greenberg and BJG  
13 Associates LLC were fully aware of the State Court Unlawful Detainer actions against  
14 prior tenant Defendant Ray that were ongoing between November 21, 2012 thru May 22,  
15 2013.  
16

17 i. Defendant Greenberg and BJG Associates LLC refused  
18 to join or challenge the ongoing State Unlawful Detainer action Greenspan v. Rey - Case  
19 No. 12UO4763 although they had full and fair opportunity to do so.  
20

21 134. Defendant Greenberg and BJG Associates LLC thus forfeited any claims to  
22 lawfully contest Plaintiff’s legal rights as prior property owner of Subject Property and  
23 sole current lawful possessor of Subject Property.  
24

25 135. Defendant Greenberg and BJG Associates LLC also failed to provide any  
26 facts or evidence to dispute Plaintiff’s claims that they were at least aiding and abetting  
27 Defendant Ray and his continued unlawful occupation of Subject Property between  
28

November 21, 2012 thru May 22, 2013.

**THE QUIET TITLE COMPLAINT**

136. On February 22, 2013, Plaintiff filed a Quiet Title complaint against Foreclosing Defendants and other defendants including Greenberg and BJG Associates LLC.

137. The Plaintiff's Quiet Title complaint filing consisted of a document with multiple pages that were faxed on February 13, 2013 and February 21, 2013 from Plaintiff's attorney Cathy Jones to a web based fax line that Plaintiff and the attorney Cathy Jones both had access and use of. (EXHIBIT "EE", "FF", "GG", "HH")

138. Plaintiff printed the combined pages and provided them as a single document to an outside legal service firm in California which then filed such pages on February 22, 2013 becoming the complaint, Greenspan v. Bank of America.

139. As of February 22, 2013, Plaintiff's State Unlawful Detainer action was ongoing against Defendant Ray.

140. Plaintiff had no problems serving all other list defendants in quiet title complaint on or about February 22, 2013.

141. However upon attempting to serve the quiet title complaint by sending a physical server to the address Defendant Greenberg provided to Plaintiff's law firm in the State Unlawful Detainer action, Plaintiff learned such address did not exist and was fabricated

1  
2 by Defendant Greenberg to mislead Plaintiff, avoid and delay future legal service, and  
3 hide identity of Defendant BJB Associates LLC owners.  
4

5 142. On February 27, 2013, at 14:30 PM, Plaintiff emailed Defendant Greenberg's  
6 Gmail account with subject: "valid address" stating, "i want to serve u legal papers. please  
7 provide valid address for yourself or address of your lawyer." (EXHIBIT "KK")  
8

9 143. Defendant Greenberg refused to respond to Plaintiff or provide such  
10 information.  
11

### 12 **NOTICE OF LIS PENDEN**

13 144. On February 21, 2013 in the same fax which contained the pages produced by  
14 Attorney Cathy Jones necessary to form the February 22, 2013 filed State Quiet Title  
15 complaint, Attorney Cathy Jones also created, filled out, and signed a single page  
16 document titled, "Notice of Pendancy of Action" which is commonly referred to as a lis  
17 penden notice. (EXHIBIT "II")  
18

19 145. On February 28, 2013, Plaintiff sent an email to Attorney Cathy Jones,  
20 stating, "Address for signed lis penden here—", and providing a California address in such  
21 email body that would go directly to the legal service firm Jones had approved.  
22

23 i. Later On February 28, 2013 at 22:50 PM, Attorney Cathy Jones replied to the  
24 above described email, answering, "Sure. They would not take a fax?". (EXHIBIT "MM")  
25

26 146. Subsequently, Plaintiff had a phone conversation with Attorney Cathy Jones  
27 and confirmed to Jones that the "Notice of Pendancy of Action" that Jones signed and  
28 faxed on February 21, 2013 was not acceptable to the Los Angeles County Recorder and

1 that Jones would have to send the original document Jones signed on February 21, 2013 or  
2 a newly filled out and signed copy of the “Notice of Pendancy of Action” via regular U.S.  
3 mail to the California address Provided so that the legal service firm in California could  
4 provide the Los Angeles County Recorder a non faxed “Notice Of Pendancy of Action”  
5 page.  
6

7  
8 147. Subsequently, after agreeing to perform such task, Attorney Cathy Jones  
9 produced and sent via regular mail another signed “Notice of Pendancy of Action”  
10 document commonly referred to as a lis penden notice.  
11

12 148. Such one page document was filed with the Los Angeles County Recorder  
13 and a copy sent to the defendants in early March 2013. (EXHIBIT “FG”)  
14

15 **THEFT, EXTORTION, LARCENY, AND CONVERSION OF PLAINTIFF’S**  
16 **PERSONAL AND BUSINESS PROPERTY**  
17

18 149. On March 1, 2013, Defendant Greenberg contacted Plaintiff directly from the  
19 same gmail.com email account at which Greenberg received at least five previous email  
20 communications from Plaintiff over prior two months.  
21

22 150. Defendant Greenberg continued to refuse to respond to the questions and  
23 statements posed by Plaintiff in such prior five emails seeking information to verify  
24 Defendant Greenberg’s claims in his January 11, 2013 email.  
25

26 151. Defendant Greenberg also continued his pattern of evasiveness and clearly  
27 demonstrated he was lying and acting in bad faith when he promised in his January 9,  
28 2013 email to answer “*any questions*”

1  
2  
3 152. Instead, Defendant Greenberg used the March 1, 2013 email communication  
4 with subject: “Abandoned Property” to extort, threaten, and harass Plaintiff.

5 i. Defendant Greenberg first provides a partial list of some of Plaintiff’s  
6 personal and business property that Plaintiff either stored in private locked garage at the  
7 Subject Property or was located within Subject Property. However, Defendant Greenberg  
8 makes clear he has already destroyed or materially damaged Plaintiff’s property,  
9 describing the first two items stolen as “Broken Pine Dresser” and “2 Broken Pine night  
10 stands”  
11

12  
13 ii. Defendant Greenberg claims to “have some of” Plaintiff’s “abandoned  
14 property”. However, Plaintiff has not abandoned any of his personal or business property  
15 located at Subject Property. Furthermore, Defendant Greenberg is well aware that Plaintiff  
16 is as of March 1, 2013, close to winning his State Unlawful Detainer action to recover  
17 possession of the very items Greenberg has stolen, unlawfully taken possession of,  
18 destroyed, damaged, converted, and moved by Greenberg to an undisclosed location.  
19

20  
21 iii. Defendant further threatens Plaintiff stating intent to, “donate”  
22 Plaintiff’s personal and business property “to whatever charity will take” and that  
23 “remainder will be disposed of”.  
24

25 iv. Email threatens Plaintiff by stating:  
26

27 “you will need to make arrangements to pick up the property within 10 days”  
28

v. Defendant Greenberg further harasses Plaintiff in email by providing a

1 Deadline, threatening destruction and loss of Plaintiff's personal and business property,  
2 while omitting the location of where Defendant is holding Plaintiff's property.

3  
4 vi. Thus, Defendant Greenberg's threatening email revealing his unlawful  
5 theft and possession of Plaintiff's personal and business property provides no way for  
6 Plaintiff to get relief or recovery of the stolen personal and business property.  
7

8 153. Defendant Greenberg is fully aware it would be impossible for Plaintiff  
9 to "make arrangements" or "to pick up" the list of property Defendant Greenberg has  
10 unlawfully stolen and moved to an undisclosed "storage unit" at an unknown location in  
11 an unknown city.  
12

13 154. The March 1, 2012 email to Plaintiff provides several admissions:  
14

- 15 i. Defendant Greenberg first admits he has unlawfully taken possession  
16 of Plaintiff's property and removed Plaintiff's property from Subject  
17 Property without permission or any legal authority.
- 18 ii. Defendant Greenberg further admits he has trespassed on the Subject  
19 Property in order to unlawfully take possession of Plaintiff's property.
- 20 iii. Defendant Greenberg admits to conspiring with and aiding and  
21 abetting the Defendant in the ongoing State unlawful detainer action,  
22

## 23 **DEFENDANT ADMITS VIOLATION OF COMPUTER MISUSE ACT**

24 155. Defendant Greenberg admits he has unlawfully invaded and accessed or  
25 attempted access of Plaintiff's personal and business computers, stating that among the  
26 Plaintiff's property Greenberg has seized are: "3 Boxes misc. computer stuff" and "2  
27 Broken Computers". Therefore Greenberg could only list the condition of the computers  
28 as "Broken" by attempting to power on and gain access to Plaintiff's computers

1 including such computer's data and files located in Plaintiff's Private garage after  
2 Defendant Greenberg trespassed, unlawfully seized, and transported to an unknown  
3 "storage unit" at an undisclosed location.  
4

5 i. Defendant Greenberg ransacked and searched thru Plaintiff's Business  
6 and Property records and documents in an effort to download, copy, steal, transfer, and  
7 damage Plaintiff's business and private data property , and then destroy Plaintiff's now  
8 "broken" computers. This is further supported by Greenberg's admission of opening and  
9 searching thru Plaintiff's "11 File cabinets, some with files inside".  
10  
11

12 **DEFENDANT GREENBERG ADMITS COLLUSION WITH UNLAWFUL**  
13 **DETAINEE DEFENDANT RAY**

14 156. Defendant Greenberg in March 1, 2013 email admits a critical fact thru his  
15 statement, "  
16

17 "I have some of your abandoned property that was located at the premises at  
18 2177 Sunset Plaza, Los Angeles 90069"

19 First, Defendant Greenberg had no mechanism or list of Plaintiff's business and personal  
20 property located at Subject Property prior to March 1, 2013. Therefore, unless Defendant  
21 Greenberg was using information received by Defendant Ray, it would be impossible for  
22 Defendant Greenberg to have determined which property was owned by Plaintiff versus  
23 what was abandoned property of unlawful detainee Defendant Ray.  
24

25 157. Defendant Greenberg has admitted his identification of who purportedly  
26 owned the listed property came from Defendant Ray.  
27

28 158. This admission by Defendant Greenberg proves there was at least some

1 level of coordination between Greenberg, BJG Associates LLC, and the unlawful  
2 detainee Defendant Ray. Therefore, Greenberg's actions demonstrate significant evidence  
3 both he and BJG Associates LLC are not bona fide purchasers, and likely will be found  
4 guilty by a Jury of having aided and abetted the unlawful detainee Defendant Ray and/or  
5 obstructed justice by interfering with such legal proceeding and violating Plaintiff's  
6 related legal rights.  
7  
8

9  
10 159. On March 8, 2013, Plaintiff emailed Defendant Greenberg urging him to  
11 Cease his unlawful behavior and correcting Defendant's false claims used as a pretext for  
12 stealing, extorting, threatening, and converting Plaintiff's business and personal property,  
13 stating, "i never abandoned my property. please do not remove it from property".  
14 (EXHIBIT "PP")  
15

16 160. Defendant Greenberg further refused to respond to Plaintiff's March 8, 2013  
17 request to "please confirm tenant has exited premises so i can inspect property for my  
18 insurance claims & if any of my property remains there" (EXHIBIT "QQ")  
19  
20

21 161. An additional reason Defendant Greenberg knew he was acting unlawfully  
22 by trespass, Grand theft, and conversion of Plaintiff's business and personal property was  
23 the fact Defendant Greenberg became aware from Plaintiff's March 8, 2013 email  
24 communication to Greenberg that Plaintiff had signing a lease with a 3<sup>rd</sup> party on  
25 December 3, 2012 which was a date prior to the December 13, 2013 Date Defendant  
26 Greenberg and BJG Associates LLC purport to have purchased the Subject Property.  
27  
28

162. Defendant Greenberg did not contest, request any further information, or ask



1 for a copy of such lease after being informed by Plaintiff in the March 8, 2013 email,

2  
3 “a new 1 year lease was signed with 3rd party on December 3, 2012 so please  
4 provide address i can send u copy. this 3rd party wants tenancy rights per ca  
5 statue.” (EXHIBIT “DD”)

6 163. Defendant Greenberg’s awareness of the 1 year lease should have provided  
7 additional reason for Greenberg to cease his continued unlawful actions including trespass,  
8 grand theft, and conversion of Plaintiff’s Business and personal property. Further,  
9 Defendant Greenberg knew he could have joined the ongoing State Unlawful Detainer  
10 action if he wished to try to gain possession of the property legally.  
11

12  
13 164. On March 11, 2013, Plaintiff fearing he indeed had been victimized by  
14 Defendant Greenberg, BJG Associates LLC and Ray’s unlawful scheme to trespass,  
15 extort, steal, threaten, harass, and convert Plaintiff and Plaintiff’s business and personal  
16 property, emailed Greenberg to determine if the crime Greenberg admitted to committing  
17 on March 1, 2013 had indeed taken place stating,  
18

19  
20 “pls confirm property cited in ur email notice is avail to be picked up at 2177  
21 sunset plaza and tenant has vacated property.” (EXHIBIT “QQ”)

22 165. Defendant Greenberg replied later that March 11, 2013 day stating,

23 “Your property is in a storage unit in Sylmar. I will confirm the exact  
24 location later today.” (EXHIBIT “RR”)

25 166. Defendant Greenberg’s email reply refused to provide the location of  
26 Plaintiff’s stolen property is evidence of Defendant’s Continued unlawful harassment,  
27 extortion, grand theft, and conversion.  
28

1 167. Predictably, Greenberg clearly lied in the email, refusing to “confirm the  
2 exact location later today”, demonstrating such reply based on information and belief was  
3 a pretext for Greenberg to take action on or about March 11, 2013 to unlawfully steal  
4 Plaintiff’s business and personal property thru illegal trespass on Subject Property  
5 knowing Defendant Ray had not answered Plaintiff’s Unlawful Detainer complaint after  
6 losing the Demurrer and that Ray had not surrendered the Subject Property to Plaintiff,  
7 while knowing Plaintiff had the sole lawful right to possess the Subject Property and  
8 Plaintiff’s business and personal property located inside the Subject Property.  
9  
10  
11

12 168. On Wednesday March 13, 2013, Plaintiff again requested Defendant  
13 Greenberg Provide an address for receipt of legal notices, stating in email subject line,  
14

15 “See notices f/ State Court(ur defendant)+proof Lis Penden recorded vs  
16 urself&llc” (EXHIBIT “SS”)

17 169. March 17, 2010 email, Defendant Greenberg again harasses Plaintiff stating,  
18 “Are you planning on picking up your personal property from storage?” (EXHIBIT “VV”)  
19

20 **DEFENDANT’S FAULTY PREMISE STATE UNLAWFUL DETAINER**  
21 **DISMISSED DESPITE REPEATED CONTRARY NOTICE**

22 170. On March 17, 2013 Plaintiff emailed and informed Defendant Greenberg  
23 of ongoing State Unlawful Detainer vs. Defendant Ray for possession of the Subject  
24 Property, stating  
25

26 “ur aware i have unlawful detainer against 2177 sunset plaza tenant.” (EXHIBIT  
27 “DD”)  
28

171. In same March 17, 2013 email, Plaintiff again requested Defendant

1 Greenberg share any information Defendant Ray had provided to expedite the lawful  
2 property rights of Plaintiff and the speedy resolution of the State Unlawful Detainer action  
3 stating, “if tenant has vacated, please inform me so i can tell Judge” (EXHIBIT “UU”)  
4

5  
6 172. On March 17, 2010 at 20:56 PM, Defendant Greenberg sent an email to  
7 Plaintiff making the false claim,  
8

9 “Unlawful detainer was dropped by your attorney.” (EXHIBIT “VV”)  
10

11 173. On March 18, 2013, at 2:48AM, Plaintiff sends an email response to  
12 Defendant Greenberg’s March 17, 2013 email by stating,  
13

14 “no, just switching lawyers for trial requested. (see attached)” (EXHIBIT “WW”)  
15

16 174. Therefore, Defendants Greenberg, BG Associates LLC, Stephen Webb,  
17 And Webb law firm, were informed yet again that the Unlawful Detainer Plaintiff filed  
18 against Defendant Rey in December 2012 had not Been “Dropped” and was still ongoing.  
19

20  
21 175. On March 19, 2013, Stephen Webb, the lawyer for Defendants BJB  
22 Associates LLC and Greenberg emailed Plaintiff making following false claims,’  
23

24 i. “I understand that you have commenced an unlawful detainer action against a  
25 former tenant of yours”  
26

27 ii. “It is my understanding that you had previously filed an unlawful  
28 detainer action through an attorney who, upon being made aware of the  
foreclosure, dismissed that unlawful detainer action.”

1                               iii.                               “It now appears that you have commenced a new one as your own  
2 attorney in Santa Monica.”

3                               iv.                               “Mr. Rey voluntarily vacated the premises over six weeks ago, and my  
4 clients have been in possession ever since.”

5                               v.                               “If you refuse to voluntarily dismiss the action we will appear before  
6 the court and apprise them of the prior action that had been commenced on your behalf  
7 which was dismissed,” (EXHIBIT “EEE”)

8  
9               176. Based on information and belief, Defendants Ray, Greenberg, BJGA, Webb, and  
10 TWKA were acting in a concert of action to harass, extort, and convert Plaintiff’s real  
11 property.  
12

13 THE FALSE NOTICE AND FRAUD UPON THE COURT

14               177. On April 4, 2013, Defendant thru attorney Webb notices and delivers  
15 “Amended Notice of Hearing” for Lis Penden and Demurrer. Webb states in such April 4,  
16 2013 notice:  
17

18               “As a result of Defendant’s Home Retention disqualification of Judge”

19               “matter was reassigned to Judge Duffy Department 38 of the above Court,.

20               “As a result, “ “date and time for the Hearings on BJG Motions Motion to  
21 Expunge”

22               and “Demmurur has been changed as follows”

23               “Hearing Set for: July 1, 2013, 930am, Dept 38” (EXHIBIT “FFF”)  
24

25               178. On April 16, 2013, Defendant sends Plaintiff via fax, “NOTICE OF  
26 MOTION OF EX PARTE for APRIL 19, 2013 at 830am to advance its currently reserved  
27 hearing date for “ the “Motion to Expunge Notice of Pending Action from July 1, 2013 to  
28 May 7, 2013.” (EXHIBIT “HHH”)

1  
2  
3 WEBB MISLED, THREATENED AND EXTORTED PLAINTIFF'S ATTORNEY

4 179. On April 17, 2013, at 9:11AM, Defendant Webb posts a public message on  
5 Facebook in order to harass Plaintiff and Plaintiff's attorney stating,

6 "Your phone is disabled you need to pay attention and respond to letters re  
7 the Brad greenspan case. I'll be in court Friday morning and hope to see you  
8 there."

9 (EXHIBIT "FF")

10 180. On April 17, 2013 11:32AM, Defendant sends Fax letter stating:

11 "I am once again requesting that you record a withdrawal of the Notice of  
12 Pending Action that you recorded against my client's property. My client is  
13 currently in escrow to sell the property, but may lose the sale if the recorded  
14 Notice is not withdrawn within the next thrity (30) days. (EXHIBIT "III"-p1)

15  
16 181. On April 17, 2013 11:32AM, Defendant Webb in same fax states,

17 - "Lastly, I located your Facebook page and communicated with you  
18 about some of these failures and since I will be appearing Exparte this Friday  
19 morning at 8:30AM in Department 38, , I am hopeful that you will appear,  
20 having received formal notice, and maybe we can clear the air on some of  
21 these issues." (EXHIBIT "III" -p2)

22  
23 182. On April 18, 2013 at 10:56AM, Defendant Webb sends letter stating that  
24 based on a purported meeting on April 18, 2013, the

25 "clerk in Dept 38 advised me today that the Court has maintained the  
26 original May 7, 2013 date for my Motion to Expunge." (EXHIBIT "JJJ")

27 i. Webb omitted the fact Webb misled the Court omitting the fact  
28 Webb's prior properly noticed hearing for July 1, 2013 existed.

1  
2 183. Defendant Webb purported to also cancel the prior Ex Parte noticed for April  
3 19, 2013. Less then 24 hours before such hearing Defendant had requested on April 16,  
4 2013, stating,

5 i. “As Such, I will not be appearing to seek any Ex Parte Relief tomorrow  
6 morning, as originally noticed.”

7 ii. “Enclosed” “Amended Notice of the Hearing on the motion to  
8 Expunge

9 reflecting that the matter is now in Departmen 38 (instead of Department 62)  
10 and the time of the hearing in Department 38 is 9:30 AM”

11 **iii. “Clerk unsure as to whether our demurrer will likewise be hear**  
12 **on May 7, 2013, but I am going to assume that it is.”**

13 iv. “As such, you must file oppositions to both the motion to Expunge and  
14 Demurrer on or before Next Wed, April 24, 2013.” (EXHIBIT “JJJ”)

15 184. Defendant then files Motion and provides notice on April 18, 2013, stating,

16 i. “As the result of HRS, matter ressigned to Duffy-Lewis in Dept 38 of  
17 the above entitled Court.” And;

18 ii. “As the result, the courtroom date and time for the Hearings on BJJ’s  
19 Motion to Expunge Notice of Pendency of Action And BJJ’s and  
20 Greenberg’s Demurrers have been changed as follows:

21 HEARING SET FOR:

22 MAY 7, 2013

23 Time 930AM, Dept 38” (EXHIBIT “KKK”)

24  
25 185. On April 23, 2013, Defendant’s attorney Webb filed a motion for an “Order  
26 to Compel Plaintiff to attend and testify at a deposition pursuant to the Notice of  
27 Deposition” and :  
28

1 “Defendants will further move for an order imposing a monetary sanction  
2 against the Plaintiff and Plaintiff’s attorney of record Cathey Elliot Jones, in  
3 the amount of \$3,455. “

4 “The Motion to Compel is made on the ground that Mr. Greenspan failed and  
5 continues to refuse to appear at his properly noticed deposition, despite an  
6 extensive effort by Defendants’ attorney to communicate with Plaintiff’s  
7 attorney without success.” (EXHIBIT “LL”)  
8

9  
10 186. Webb further states

11 “It appears that it is Plaintiff’s attorney who is refusing to communicate after  
12 reasonable efforts by Defendants’ attorney to engage in such  
13 communications.” (EXHIBIT “FF”)  
14

15 187. Defendant Webb next further harasses Plaintiff and Plaintiff’s attorney by  
16 again publicly posting on Facebook on April 26,2013, at 4:19PM  
17

18 “You are attorney of record on a complaint you filed and recorded a Notice“  
19

20 “All of the Defendants have file demurrers and various motions against your  
21 client, we have all mailed letters to the address indicated or your complaint and  
22 faxed them as well. It is you that has the legal responsibility to be in contact  
23 with your office and to respond. We have apprised the court of your  
24 unavailability and these is at least one motion for sanctions against you  
25 personally.” (EXHIBIT “QQQ”)  
26

27 188. Plaintiff’s attorney responded on April 27, 2013, at 7:17AM  
28

“It is just occurred to me that you represent a defendant not /Mr. Greenspan.”

“Therefore I cannot divulge any attorney client information at this time. “

1 “However, I was not under the impression that I was attorney of record in any  
2 matter involving Mr. Greenspan, and have landlines and and email address  
3 which has always been accessible. “

4 “I do wish you had contacted me through regular direct messaging, as I  
5 would have seen it sooner. I do not wish to continue this on Facebook, but  
6 please feel free to email me at [cjoneslaw@aol.com](mailto:cjoneslaw@aol.com)” (EXHIBIT “QQQ”)

7  
8 189. Plaintiff’s attorney states,

9 “Again, due to attorney client privilege, I cannot address your concerns.  
10 However, as you noted, these are my concerns for which I will provide  
11 documentation when I return to California. My address as listed with the State  
12 Bar is correct” (EXHIBIT “RRR”)

13 190. Defendant Webb then lies and threatens to Plaintiff’s attorney stating in an  
14 email on April 27, 2013 sent at 9:22AM,

15 “Your phone number on your complaint has been disabled. You filed a lawsuit and  
16 you recorded a Lis pendens against my clients property. There are motions pending  
17 including requests for sanctions against you. We have mailed and faxed letters to  
18 the address listed on you complaint. The state bar does not have current contact  
19 information on which is a s” (EXHIBIT “RRR”)

20 191. Defendant Webb then further lies and harasses Plaintiff and Plaintiff’s  
21 attorney by stating in an email sent at 10:32AM, on April 27, 2013,

22 “There is a court hearing on May 7<sup>th</sup> at 9:30am in dept 38 lasc. Please provide me  
23 with a current address and phone number as the one listed with the state bar is  
24 disconnected and the one listed on your complaint has been disabled.” (EXHIBIT  
25 “RRR”)  
26

27 192. On April 27, 2013, Plaintiff’s attorney responds at 11:18AM  
28



1 “I have not been in California since January 2, 2013, there is no way I could have  
2 signed a Notice before a notary in California, and I don’t even know of any notaries  
3 where I am now. I am not certain when I am returning to California, but all of this  
4 information certainly has derailed my quest for inner peace and so forth!”  
5

6 (EXHIBIT “RRR”)  
7

8 193. Defendant Webb then lies in an email sent at April 27, 2013, at 11:38AM  
9 stating “The recorded Notice was notarized.” (EXHIBIT “RRR”)  
10

11 194. Defendant Webb after lying to Plaintiff’s lawyer attempts further to Strike  
12 a deal that obstructs justice, stating at 12:16 PM on April 27, 2013, in an email  
13 to Plaintiff’s Attorney Jones,  
14

15 “If I get you the form would you also consider dismissing the law suit w/out  
16 prejudice then if your client gets a new atty or wants to appear in pro per he can.  
17

18 “(EXHIBIT “SSS”)  
19

20 **GREENBERG & BJG ASSOCIATES NOT BONA FIDE PURCHASERS**

21 195. Based on information and belief, Defendant Ray, Defendant Greenberg and  
22 Defendant BJG Associates LLC had meetings, discussions, and contacts during the  
23 period between November 21, 2013 when the foreclosing defendants sent notice of public  
24 sale to the subject property that Ray was unlawfully occupying thru the date of the public  
25 auction sale on December 13, 2013. Defendant Ray’s goal was to negotiate an unlawful  
26 economic deal with other Defendants including Greenberg and BJG Associates that traded  
27 future benefits for Ray in exchange for Ray continuing to unlawfully occupy the property  
28

1 and prevent Plaintiff and/or competing bidders from inspecting or possessing property.

2  
3 Such action created a rigged public auction sale on December 13, 2012.

4  
5 196. Actions of unlawful detainee Defendant Ray prevented Plaintiff from taking  
6 legal action to stop the December 13, 2012 public auction sale, and selling the house for  
7 the fair market value of \$3,245,000. Instead, Plaintiff is victim of defendants recklessly  
8 selling subject property for a below fair market value of \$1,770,000, conveniently paying  
9 off approximate \$1,600,000 outstanding mortgage plus \$170,000 of foreclosing  
10 defendant BAC's fabricated expenses.  
11  
12

13  
14 197. Defendant Ray's actions viewed with full facts only make sense if Ray was  
15 aware of potential bidder Defendant Greenberg and/or Defendant BHJA, or a related  
16 associate or friend, as Ray's actions after expiration of the lease at the end of November  
17 2012 clearly aided such defendant's in rigging upcoming December 13, 2012 public sale.  
18

19 198. Ray conspired with the sole bidder defendant BJG Associates llc  
20 which learned of the opportunity to purchase the Subject Property thru Ray and  
21 defendant Justin Greenberg.  
22

23 **PLAINTIFF UNAWARE NOVEMBER NOTICE AND DECEMBER SALE UNTIL**  
24 **MID-JANUARY 2013**

25  
26 199. Defendant Ray's unlawful acts allowed Co-Defendants Greenberg and BJGA  
27 to buy the property on or about December 13, 2012 for \$1.77 million dollars.  
28

1           200. Defendants Greenberg and BJG Associates fully aware and aiding and  
2  
3 abetting Defendant Ray's continued unlawful possession, have informed Plaintiff in May  
4 2013 that they have a buyer in escrow to purchase the property for \$2.5+ million dollars.

5           201. Such facts are strong evidence of the defendant's success in effecting the bid  
6  
7 rigging. How else to explain purchasing a Hollywood Hills property valued by comprable  
8 home sales at \$3.24 million dollars for \$1.77 million dollars and then striking a deal to sell  
9 such property for over \$2.5 million dollars less then 4 months later even as the property  
10 was subject of two separate legal complaints against the criminal defendants for unlawful  
11 detainer and this quiet title action.  
12

13 **DEFENDANT RAY'S INTENT WAS TO RIG BIDDING TO AID SOLE BIDDER**  
14

15           202. Defendant Ray had determined to keep possession unlawfully of property  
16 after the lease term had expired at the end of November 2012, specifically to: i)  
17 fraudulently conceal the crime of opening Plaintiff's mail delivered by the United States  
18 Postal Service. ii) to communicate his knowledge of the impending public auction to  
19 Defendant Greenberg, Defendant BJG Associates, or related parties and his intent to  
20 continue a scheme to block access during the period thru the December 13, 2012 public  
21 auction sale date, rigging the pool of potential bidders who would bid without being able  
22 to inspect the property. A reduced pool of bidders was one byproduct of Defendant Ray's  
23 unlawful detention of Plaintiff's property.  
24  
25  
26

27           203. Second effect of the bid rigging by Ray was that anyone who  
28

1 knew of Ray's scheme that was also bidding in the public auction sale would bid lower  
2 knowing how the time between November 21, 2013 and December 13, 2013 was impacted  
3 by the fact that Defendant Ray was unlawfully detaining and refusing outside parties  
4 including the owner to inspect the property. to mislead Plaintiff and prevent Plaintiff from  
5 getting access to inspect Plaintiff's owned property.  
6

7  
8 204. Based on information and belief Ray explained to co-defendant's BJG  
9 Associates llc and Greenberg that although not lawful, Ray could help rig the bidding in  
10 their favor. Defendants conspired that instead of Ray vacating the Subject Property on or  
11 before December 1, 2012, which was the last day Ray could make any claim to have  
12 grounds under the residential lease agreement's term to occupy the Subject Property, Ray  
13 would instead continue to unlawfully occupy the Subject Property thru the date of the  
14 December 13, 2012 public auction.  
15

16  
17 205. Defendant's role in scheme was critical: i) allowing BJG Associates llc to  
18 purchase Subject property for \$1,770,000 that defendants knew was really worth  
19 \$3,245,134 or more dollars ii) Ray's continued unlawful occupancy of Subject Property  
20 kept Plaintiff from recovering possession, fraudulently concealing the physical notices of  
21 public sale Ray became aware of on or around November 21, 2012 iii) Ray added to the  
22 deception further, refusing Plaintiff access to Subject Property properly noticed landlord  
23 inspection of the property on December 9, 2012 iv) Defendants BJG Associates llc, and  
24 Greenberg were aware of the conspiracy to rig the bidding ahead of the December 13,  
25 2012 Subject Property auction, benefitting from Ray's unlawful occupancy and  
26  
27  
28

1 obstruction of inspection by Plaintiff owner and other potential 3<sup>rd</sup> party bona fide bidders  
2  
3 v) Forcing Plaintiff to spend legal resources and focus on the unlawful detainer action  
4 decreased the chance of Plaintiff discovering or taking actions to postpone the December  
5 13, 2012 public sale at which defendants BJG Associates and Greenberg were able to  
6 purchase Subject Property for \$1,770,000.  
7

8 206. Ray's actions as expected, limited other bidders from gaining access to the  
9 property. Limiting access would reduce the amount competitive bidders would offer and  
10 pay for the property in the public auction. Ray's unlawful possession and blocking access  
11 also reduced the number of competitive bidders that knew or could become aware of the  
12 public auction.  
13  
14

15 207. Its uncontested that for such bid to be a fair market bid, there has to be the  
16 ability to inspect for potential buyers. Plaintiff was deprived of this right to get fair market  
17 value in a sale even if foreclosing defendants are found to have had the right and did  
18 validly foreclose on Plaintiff's property. The fact Defendant Greenberg and BJG  
19 Associates LLC admits to the Court that less than 5 months after buying the property for  
20 \$1.77 million it has put the property in escrow to sell at \$2.5+ million dollars is proof of  
21 the unlawful and unjust public sale process and furthermore is a reliable indicator Plaintiff  
22 is a victim of bid rigging.  
23  
24  
25

26 208. Defendant Greenberg and BJG Associates have aided and abetted Defendant  
27 Ray by extorting Plaintiff, both by refusing to vacate the property, and more recently by  
28 claiming to have moved Plaintiff's property to an undisclosed location which Greenberg

1 refused to identify while simultaneously indicating an imminent plan to further damage  
2 Plaintiff thru the disposal of such property.  
3

4 209. Defendant Greenberg and BJG Associates while knowing the unlawful  
5 detainer proceedings were ongoing, determined to breach Plaintiff's privacy and inspect  
6 and review such business and private possessions while unlawfully taking possession of  
7 them.  
8

### 9 **SECOND BID RIGGING EFFORT**

10  
11 210. Evidence of bid rigging and fraud can be inferred from the following facts:  
12

13 a. Exhibit "V" is a December 17, 2012 letter from ReconTrust that states  
14 Trustee's Sale was held on December 13, 2012 and purports to include an "executed  
15 document" that is a "Trustee's Deed Upon Sale". The document further states the  
16 Trustee Sale Order Number to be: "11-0016907". (EXHIBIT "V")  
17

18 b. The ReconTrust December 17, 2012 letter also states, "Any refund due  
19 to you will be forth coming in about 10-14 days" (EXHIBIT "V")  
20

21 c. Exhibit X, The "Trustee's Deed Upon Sale" states, "The amount paid  
22 by the Grantee was \$1,770,000" and "The amount of the unpaid debt was  
23 \$2,002,155.00"  
24

25 d. Exhibit "Y" "however is the ReconTrust declaration but its dated  
26 "December 19, 2012" (EXHIBIT "Y")  
27

28 e. Therefore, foreclosing defendants and defendant Greenberg and BHJ  
Associates have submitted evidence that there is a previous version of the

1 “Trustee’s Deed Upon Sale” and declaration that had been provided on November  
2  
3 17<sup>th</sup>.

4 f. The December 19<sup>th</sup> declaration further makes a claim that prior  
5 documents did not make, that “Grantee, being highest bidder at said sale became the  
6 purchaser of said property for the amount bid, which amount was \$1,770,000.  
7  
8 (EXHIBIT “Y”)

9 g. Bid Rigging Fraud can be inferred from the evidence, specifically that  
10 Defendants received a higher bid from Greenberg, BHG Associates, or another  
11 party and then allowed to be created a new Trustee Deed Upon Sale attached to the  
12 ReconTrust December 19<sup>th</sup> Declaration with a lower \$1,770.000 bid.  
13  
14

15 h. Further Bid Rigging Fraud can be inferred from what appears to be the  
16 fact that there was only one bidder and such bidder bid significantly below the  
17 amount of the debt claimed by foreclosing defendants  
18

19 211. Plaintiff further discovery is certainly warranted based on the above  
20 facts which include strong inferences that there were documents fabricated and bid rigging  
21

22 212. Further suspicion of rigged bidding and that Greenberg and BHJ  
23 Associates were not a bona fide bidder buyer is the amount of their first and only bid  
24 being \$1,770,000 combined with the fact that the foreclosing defendants accepted this  
25 price. Since \$1,767,872.00 is the total from EXHIBIT “F” which Adds “Contractual  
26 escrow balance” of “\$177,327” plus “Contractual unpaid principal balance” of  
27 “\$1,590,545.06”.  
28

1 Therefore, a bidder bidding beneath the purported amount of debt publicly claimed  
2  
3 by the foreclosing defendants that satisfied a key amount of money desired or possibly  
4 desired by one or more of the foreclosing defendants is either incredibly lucky or the bid  
5 amount is further evidence that the bidder was made aware of these key metrics from  
6  
7 Plaintiff's private mail that would have included BAC mortgage Statements that only  
8 Defendant Ray would have had access to pass on to Defendant Greenberg and Defendant  
9 BHI Associates llc before such defendants Made their bid. that purported to indicate on or  
10  
11 about December 17, 2013, the Foreclosing defendants after seeking \$2.07 million at the  
12 public auction had agreed to transfer the title for \$1.77 million to Greenberg and BJG.

### 13 THE PROPERTY HIJACKER

14  
15 213. Defendant Ryder Ray has effectively hijacked Plaintiff's residence after  
16 breaching then expiring lease agreement while refusing to pay for any of the twelve prior  
17 lease months enjoyed by Ray. Ray determined to continue to engage in unlawful behavior  
18 by his decision to refuse to leave property even after the 12 month lease expired  
19 November 30, 2012. Plaintiff was forced to file an unlawful detainer complaint in  
20 California State Court in an attempt to regain lawful possession of his house and private  
21 property where Plaintiff has lost the value of ownership and the lawful benefits that  
22 Homeowner has right to get benefit of in California. Instead Homeowner Plaintiff is  
23 victim of continued harassment and fraud as Ray refuses to vacate Subject Property.  
24  
25  
26

27 i. Plaintiff lost benefit of his own property, specifically, the fair  
28 market rent of \$15,000+ per month in rent beginning in July 2012 that existed



1  
2 and was available if Plaintiff had been able to lease the subject property to a new tenant.  
3

4 RELIEF FROM UNLAWFUL DETAINEE

5 214. As Ray's unlawful acts enriched Defendant because Ray paid zero of the  
6 Aggregate \$108,000 rent Ray was obligated and owed to Plaintiff thru the twelve months  
7 ending November 31,2012.  
8

9  
10 **Plaintiff owed legal right to possess Property after Defendants cease to**  
11 **unlawfully detain Subject Property and Plaintiff personal possessions.**

12 215. Plaintiff continues to lose over \$15,000 in rent and even if  
13 transfer of title to BJG Associates llc is deemed valid, and BJG Associates llc can  
14 prove its more then a shill shell company for Greenberg to aid and abet Defendant  
15 Ray's schemes and unlaw actions, Plaintiff still is owed legal right to possess  
16 Property rights that were obstructed and continue to be obstructed until Defendant  
17 Ray ceases to unlawfully detain Subject Property. Effectively the Court  
18 Can rule under a preliminary injunction that there is no equitable way or  
19 Rationale to continue to allow Defendant Ray benefit even at this early  
20 Stage of the case because the Plaintiff continues to be damaged but also  
21 Deprived of core ownership rights that Ray has blocked thru unlawful conduct.  
22  
23  
24  
25

26 UNLAWFUL AND FORCIBLE DETAINER AND

27 EXTORTION, CONVERSION, THEFT BUSINESS AND PERSONAL PROPERTY  
28

1           216. Plaintiff has business property and personal possessions on the property  
2  
3 worth. dollars. Plaintiff has suffered significant damages from theft and destruction of this  
4 business and personal property and possessions.

5           217. Even if Foreclosing Defendants defective notice does not void the sale of  
6  
7 subject property, and are not guilty of unlawful acts, violations of law, and breach of  
8 contract in wrongfully ordering November 21, 2012 Notice of Public Sale and selling  
9 property at public auction, the Subject Property sale will still be found void by virtue of  
10 Defendant Ray's unlawful actions that tainted and rigged the public sale process to benefit  
11 in the short term while corruptly tainting Defendant Greenberg and Defendant BJGA.  
12

13           218. Plaintiff cannot even now access this evidence to bring before the Court  
14  
15 because Plaintiff has not yet got Possession of the property as Defendant Ray has  
16 continued to fight and delay the Unlawful Detainer lawsuit filed by Plaintiff in California  
17 State Superior Santa Monica Court.  
18

19           219. After Ray's Demurrer in the Unlawful Detainer case was rejected, Ray did  
20  
21 not file an answer to the complaint and Plaintiff has filed a motion for writ of possession  
22 after Plaintiff's motion for default was approved .

23           220. Defendant Greenberg and BJG Associates llc along with the fact that Subject  
24  
25 Property had been sold at a public auction sale on December 13, 2013 first became known  
26 to Plaintiff in the middle of January 2013 as Defendants sent emails to Plaintiff counsel in  
27 Unlawful Detainer requesting Plaintiff counsel dismiss the Unlawful Detainer because  
28 Greenberg and BJG purported to be the "owner" of the property.

1  
2 221. Plaintiff after the mid January discovery, scheduled a return to the Los  
3 Angeles area, and was able to get access and recover Bank of America notices that had  
4 also been delivered to the subject property and fraudulently concealed by Defendant Ray.  
5

6  
7 PLAINTIFF LACKS ACCESS TO PROPERTY PREVENTING USE OF INSURANCE

8 222. November 27, 2012, Foreclosing Defendants conspired and caused  
9 to be sent notice containing purported insurance premium ordered at expense of  
10 HomeOwner ahead of the December 13, 2012 public sale notified to homeowner  
11 but fraudulently concealed by unlaw occupant defendant between December 1,  
12 2012 to December 13, 2012. More specifically thru Defendant refusing 24 hour  
13 inspection with served notice on December 9, 2012.  
14  
15

16 “Additional Named Insured Certificate” is a document referenced as  
17 Exhibit “T”. At top right of a document that appears to be an invoice  
18 f/ “QBE INSURANCE CORPORATION” for Policy Number Q-5204245.  
19

20 The document states in bold: “NOTIFICATION DATE 11/27/2012”.

- 21  
22 i. “POLICY TERM:” on left side of page is blank on when the insurance  
23 began (“FROM”) but box checked in (“TO”) “12:01am 11/21/2013.”  
24  
25 vii. The certificate appears to create a new security or asset, citing on left  
26 side of certificate, “LOAN NUMBER: 9046-0000-086516276”  
27  
28 viii. “NAMED INSURED MORTGAGEE” lists “BANK OF AMERICA,  
N.A. NON-HELOC 100 N TRYON ST CHARLOTTE, NC 28255-  
0001”  
ix. “ADDITIONAL NAMED INSURED” “BRADLEY GREENSPAN”

1 x. Certificate indicates "\$840,000.00" "Amount of Insurance" for  
2 "Dwelling" with a \$6,048.00 "Premium" cost.

3 QBE FRAUDULENT INSURANCE

4  
5 223. Exhibit "Q" as referenced is a new charge for insurance is  
6 duplicative, fraudulent and unlawful, as foreclosing defendants knows they  
7 are planning to sell off Plaintiff Subject Property within 16 days after the  
8 November 27, 2012 purchase of a year premium cost policy of over \$6000  
9 dollars. Bank defendants purchased insurance, charging to Plaintiff escrow  
10 account for year, but knowing Plaintiff was going to have no equity stake or  
11 any right of any sort after 16 days because Foreclosing defendants had  
12 already on November 21, 2012 set notice of a sale date of December 13,  
13 2013. Foreclosing Defendants did such fraudulent transaction to inflate the  
14 costs claimed Plaintiff owed and as a scheme to justify the unlawful  
15 foreclosure sale.  
16  
17  
18

19 **I**

20  
21 **FIRST CLAIM FOR RELIEF**  
22 **FOR DECLARATORY RELIEF OF QUIET TITLE AGAINST**  
23 **(As Against All Defendants)**

24 224. Plaintiffs incorporate Paragraphs 1 through 223 of the General  
25 Allegations as though such have been fully set forth herein.

26 225. An actual controversy exists in which the parties must ascertain their  
27 rights, duties and right to title in the Subject Property and owner Plaintiff for December  
28 13, 2012 and November 21, 2012.

1  
2 226. A judicial determination is necessary that the parties may ascertain  
3 their rights, duties and right to title in the Subject Property.  
4

5 227. The parties desire that the court make a judicial determination as to  
6 their rights, duties and right to title in the Subject Property.  
7

8 228. An actual controversy has arisen and now exists between Plaintiffs  
9 and Defendants, and each of them, concerning their respective rights, obligations  
10 and duties as it relates to the Subject Property in that Plaintiffs contend that Defendants,  
11 did not disclose to Plaintiffs the terms and conditions of the loan, that subsequent  
12 holders of the note which was executed by Plaintiffs, including, but not limited to  
13 foreclosing defendants were not and are not lawful holders in due course of the Note and  
14 Deed of Trust executed by Plaintiffs, that foreclosing Defendants, and each of them, had  
15 no right to foreclose on Plaintiffs Trust Deed and Note, and that their application of Civil  
16 Code section 2924 is unlawful, that Defendants utilized the electronic recording system  
17 known as the **Mortgage Electronic Registration System**, in order to further their  
18 scheme to defraud Plaintiffs of their property by making appear that the  
19 assignment of the Note and Deed of Trust were lawful and executed in accordance  
20 with Civil Code section 2932.5 and Commercial Code section 3302 et seq., although in  
21 fact such transactions caused the Note to be rendered non-negotiable, and when the Note  
22 was assigned, the power of sale was not conveyed because the assignment was not  
23 recorded, and the manner in which the assignment was physically applied to the body of  
24 the Note rendered the Note non-negotiable, lacking the power of sale, the trustee could  
25  
26  
27  
28

1  
2 not have lawfully proceeded with the foreclosure sale which is void ab initio, whereas  
3 defendant disputes these contentions and contends that irrespective of the fact that they do  
4 not own this security and cannot produce the original note and chain of title, and  
5 that they are following the requirements of Civil Code section 2924 they have a  
6 right to foreclose.  
7

8 229. Plaintiff desires a judicial determination of Defendants rights, obligations and  
9 duties, and a declaration as to who owns Plaintiffs' Subject Property.  
10

## 11 II

### 12 13 SECOND CAUSE OF ACTION FOR 14 15 NEGLIGENCE

#### 16 (AGAINST THE FORECLOSING DEFENDANTS)

17 230. Plaintiffs incorporate herein by reference the allegations made in paragraphs  
18 1 through 229, inclusive, as though fully set forth herein.  
19

20 231. At all times relevant herein, the Foreclosing Defendants, acting as Plaintiffs'  
21 lender and loan servicer, had a duty to exercise reasonable care and skill to maintain  
22 proper and accurate loan records and to discharge and fulfill the other incidents attendant  
23 to the maintenance, accounting and servicing of loan records, including, but not limited,  
24 accurate noticing of customer financial status and noticing for any foreclosure sales or  
25 defaults.  
26  
27  
28

1           232. In taking the actions alleged above, and in failing to take the actions as  
2  
3 alleged above, the Foreclosing Defendants breached their duty of care and skill to  
4 Plaintiffs in the servicing of Plaintiffs' loan by, among other things, preparing and filing  
5 false documents, and foreclosing on the Subject Property without having the legal  
6 authority and/or proper documentation to do so. Specifically, the servicing of the loan was  
7 intended to affect Plaintiffs and their home.  
8

9           i. Defendants failed to provide a notice of default as required prior to  
10 providing and setting a public sale date.  
11

12           233. Next, there was a clear foreseeability of harm to Plaintiffs as they could, and  
13 did, lose their home, i.e., actual injury. Moreover, the loss of Plaintiffs home was a direct  
14 result of the Defendants' breach of their duty of care as they foreclosed on the property  
15 based on faulty grounds. Also, moral blame must be attached to the Defendants' conduct  
16 as they knowingly sold the property knowing that they did not have the legal authority to  
17 do so. Additionally, through legislation, California has established a policy of preventing  
18 unnecessary and wrongful foreclosures which this was.  
19  
20

21           234. Further, Defendant BAC has installed a negligent group of Directors for the  
22 following reasons:  
23

24           i. Such BAC Directors have insufficient time to provide oversight of the BAC  
25 operations because the vast majority of the BAC Directors have insufficient time to  
26 provide and dedicate to oversight of the BAC operations and the critical committees  
27 assigned to the BAC Directors. Plaintiff believes any fact finder will be able to determine  
28

1 that the number of outside commitments the majority of BAC Directors each have opted to  
2 burden themselves with creates the lack of time to provide the minimum oversight of  
3 BAC. Plaintiff is victim of BAC negligent operations and practices caused by such  
4 individual Directors lack of oversight and ability to perform the minimum oversight as a  
5 Director of an operation as large and as saddled with regulatory and legal issues as BAC  
6 was during the period of Plaintiff's injury.  
7

8  
9 As an example, BAC Defendant Colbert purports to i) serve as publicly traded BAC  
10 independent Director ii) serve as "Senior Advisor to MillerCoors Company" iii) serve as "  
11 Chairman Emeritus of the Thurgood Marshall College Fund" iv) serve as independent  
12 Director of publicly traded Lorillard, Inc.; v) serve as independent Director of The  
13 Manitowoc Company, Inc.; vi) serve as independent Director of Sara Lee Corporation;  
14 and vii) serve as independent Director of Stanley Black & Decker, Inc.  
15  
16

17 Further, Colbert purports to not just serve as a BAC Director, but also sits on BAC  
18 committees that require additional time and oversight responsibilities of Colbert.  
19 Specifically, Colbert along with Directors Lozano, Gifford, and Ambani are on BAC's  
20 "Credit Committee", described by BAC in its 2012 Proxy as  
21  
22

23 "Our Credit Committee exercises oversight of senior management's identification  
24 and management of our company's credit exposures on an enterprise-wide basis and our  
25 company's responses to trends affecting those exposures. The Committee also oversees  
26 senior management's actions relating to the adequacy of the allowance for credit losses  
27 and our company's credit-related policies. All Committee members are non-management  
28



1 directors. Our **Credit Committee** oversees, among other things, the identification and  
2 management of our credit exposures on an enterprise-wide basis, our responses to trends  
3 affecting those exposures, the adequacy of the allowance for credit losses and our credit  
4 related policies. “

5  
6 Defendant Colbert is also 72 years of age. Plaintiff served as a Director of a single  
7 public company between 1999-2003. Plaintiff is aware of the requirements under Sarbanes  
8 Oxley for Directors of public companies. Therefore, a key component of Plaintiff’s case to  
9 prove negligence will be that Colbert simply could not possibly contribute enough time to  
10 perform the minimum oversight and duties for the BAC Director role to avoid a fact finder  
11 concluding Colbert was negligent as a BAC Director. Colbert will provide in discovery  
12 facts about the time needed to deal with his health issues and challenges caused by the fact  
13 he is 72 years old which is past the retirement age in America. Further facts will show that  
14 Colbert’s responsibilities from serving as a Director for four other public companies have  
15 a materially adverse impact on Colbert’s responsibility and required time to adequately  
16 and diligently perform as a BAC Director. If a BAC Director can be proven to have been  
17 operating negligently prior to the date of Plaintiff’s injury, then a fact finder can conclude  
18 the entire BAC Board operated BAC negligently, and therefore Plaintiff’s injury was  
19 caused by such Director level negligence existing and the negligent oversight of the BAC  
20 Board.  
21  
22  
23  
24  
25  
26  
27  
28

1           ii.       Additional grounds for liability will be proven thru BAC's tolerance of  
2  
3 significant conflicts of interest maintained between BAC and its Directors. Consider the  
4 following from BAC's 2012 proxy:

5           “our Board considered the following ordinary course, non-preferential relationships  
6 that existed during the preceding three years between our company and its  
7 subsidiaries, and our directors, director nominees, their immediate family members  
8 and the business organizations and individuals associated with them:

- 9       • The company's banking and other lending subsidiaries had ordinary course  
10 banking and financial services relationships with all of our directors, some of  
11 their respective immediate family members and some of the entities affiliated  
12 with our directors and their immediate family members.
- 13       • The company or its subsidiaries purchased products or services in the ordinary  
14 course from ImpreMedia, LLC (advertising and marketing) and NSTAR (the  
15 local energy utility provider where our Massachusetts offices are located)  
16 where Ms. Lozano and Mr. May are executive officers, respectively. The fees  
17 paid to each of ImpreMedia, LLC and NSTAR fell below the thresholds in the  
18 NYSE listing standards and our Categorical Standards.
- 19       • The company or its subsidiaries provided banking products or services,  
20 including capital markets, credit, deposit, investment banking, leasing, trade  
21 and treasury services, in the ordinary course, to Reliance Industries Limited or  
22 NSTAR where Mr. Ambani and Mr. May are executive officers, respectively.  
23 The fees we received from each of Reliance Industries Limited and NSTAR  
24 fell below the thresholds in the NYSE listing standards and our Categorical  
25 Standards, and were less than 2% of our consolidated gross annual revenues.
- 26       • The company or its subsidiaries provided banking products or services,  
27 including capital markets, credit and treasury services, in the ordinary course  
28 to, and purchased products or services, including marketing-webcast services  
and utilities, in the ordinary course from, Reliance ADA Group or its  
subsidiaries where Mr. Ambani's immediate family member is an executive  
officer. The fees paid by or to Reliance ADA Group or its subsidiaries fell  
below the thresholds in the NYSE listing standards and our Categorical  
Standards, and were less than 2% of our consolidated gross annual revenues.
- As we have previously disclosed in each of our proxy statements over the last  
two years, the company or its subsidiaries received legal services in the

1 ordinary course from a law firm where Mr. Rossotti's immediate family  
2 member is a partner but does not actively provide services to the law firm's  
3 corporate clients, including the company or its subsidiaries. The law firm was  
4 first retained by our company or its subsidiaries before Mr. Rossotti's election  
5 to our Board and, in each of the last three years, the fees paid to the law firm  
6 represented an extremely small percentage of our company's overall  
7 expenditures on legal fees (substantially less than 1% of all fees paid by our  
8 company to law firms) and a small percent of the law firm's revenues, falling  
9 below the thresholds in the NYSE listing standards and our Categorical  
10 Standards for independence. In addition, the company or its subsidiaries  
11 provided banking products or services, including capital markets, credit and  
12 treasury services, in the ordinary course, to the law firm which fell below the  
13 thresholds in the NYSE listing standards and our Categorical Standards.

14 As a direct and proximate result of the negligence and carelessness of the  
15 Foreclosing Defendants as set forth above, Plaintiffs suffered general and special damages  
16 in an amount to be determined at trial.

17 **III**  
18 **THIRD CAUSE OF ACTION FOR**  
19 **FRAUD**  
20 **(AGAINST FORECLOSING DEFENDANTS)**

21 235. Plaintiffs re-allege and incorporate Paragraphs 1 through 234 of the General  
22 Allegations as though such have been fully set forth herein.

23 236. Plaintiffs allege that Foreclosing Defendants were engaged in an illegal  
24 scheme the purpose of which was to execute loans secured by real property in order to  
25 make commissions, kick-backs, illegal undisclosed yield spread premiums, and  
26 undisclosed profits by the sale of any instruments arising out of the transaction. Plaintiffs  
27 allege that Defendants, and each of them, have represented to plaintiff and to third parties  
28 that they were the owner of the Trust Deed and Note as either the Trustee or the

1  
2 Beneficiary regarding Plaintiff's real property.

3 Based on this representation they caused a Notice of Sale to be issued and recorded  
4 without disclosing their true role, which was completed, permanently affecting Plaintiff  
5 right, title and interest in the Subject Property. In fact, Plaintiff alleges that the promissory  
6 note which was executed by Plaintiff and which initially formed a basis of a security  
7 interest in the subject property, was assigned in violation of Civil Code section 2932.5 et  
8 seq., and as such the promissory note was rendered as non-negotiable and no power of sale  
9 was conveyed with the note at the time of the assignment, and therefore, Defendants, and  
10 each of them, had no lawful security interest in the subject property.  
11  
12

13  
14 237. Plaintiff alleges that based upon the foregoing representations of Defendants,  
15 and each of them, Plaintiff did in fact repose their trust in the representations of  
16 Defendants, and each of them, and that such trust was reasonable.  
17

18 i. Defendant promised a modification and failed to provide a  
19 modification Plaintiff Subject Property and existing loan qualified for.  
20

21 238. That at the time Defendants, and each of them, made the foregoing false  
22 representations to Plaintiff they knew that they were untrue and that these representations  
23 were material representations.  
24

25 239. That by virtue of Plaintiffs' reliance and the increased interest they made to  
26 pay, they have been damaged in the loss of their good credit and a higher payment and are  
27 now being involved in litigation that they did not bargain for, all to their damage and  
28 injury.

1           240. Plaintiffs allege that Defendants, and each of them, knew at the time they  
2 made these representations such as in the October 3, 2012 notice to Plaintiffs that they  
3 were untrue, and defendants knew at the time that they were attempting and conspiring to  
4 force a sale notice on Plaintiff's Trust Deed which notice of such sales date of December  
5 13, 2012 was first issued November 21, 2012, regardless of the fact that foreclosing  
6 Defendants had no right to do so.  
7

8  
9           241. Plaintiff alleges Defendants, and each of them, by said fraudulent scheme  
10 intentionally and fraudulently intended to convert Plaintiffs' right, title and interest to their  
11 property, and any equity therein.  
12

13           242. Plaintiffs allege that due to their reliance on Defendants representations they  
14 have been damaged in an amount that currently exceeds \$1,400,000 and the costs to  
15 relocate back to the subject Property.  
16

17           243. Additionally, Plaintiff has been made to suffer deep and severe emotional  
18 distress mortification, anxiety and humiliation all to Plaintiffs damage and injury in an  
19 amount the totality of which has not yet been fully ascertained. Plaintiff is informed and  
20 believe and thereupon allege that Defendants, and each of them, entered into a fraudulent  
21 scheme, the purpose of which was devised to extract illegal and undisclosed compensation  
22 from Plaintiff.  
23

24           244. Plaintiff is informed and believes and therefore alleges that the loan after it  
25 was originated and funded was sold on multiple occasions, bundled into a group of Trust  
26 Deeds and subsequently sold to investors as a Derivative, "Mortgage Backed Security",  
27  
28

1 and that therefore none of these defendants, and each of them, owned this loan, or Note  
2 and can not be and are not the Beneficiary, or lawfully appointed trustee, and have no right  
3 to declare a default, to cause notices of default to issue or to be recorded, or to foreclose  
4 on Plaintiffs interest in the subject property, Defendants, and each of them, were not the  
5 note Holder or the Note holder in due course or any Beneficiary at any time in regards to  
6 this loan.  
7

8  
9 245. That none of these Defendants, and each of them, were ever disclosed as the  
10 beneficiary in accordance with California Code of Civil Procedure section 2924 et seq.  
11

12 246. Plaintiff further alleges on information and belief that none of these alleged  
13 beneficiaries or representatives of the Beneficiary have the original note to prove that they  
14 are in fact the party authorized to conduct the foreclosure.  
15

16 247. Plaintiff further alleges that the foreclosure sale of the Subject Property was  
17 not executed in accordance with the requirements of California Civil Code Sections 1624,  
18 2923.5, 2932.5 and Commercial Code section 3302 et seq.  
19

20 248. That the Trustee who was acting as the agent of the Principal failed to have  
21 written authorization to act for the principal and under California Civil Code Section 1624  
22 the agency relationship must also be in written form.  
23

24 249. That the notices and foreclosure failed to conform with the provisions of  
25 California Civil Code Sections 1624, 2923.5, 2932.5 et seq., and Commercial Code  
26 Section 3302 et seq.  
27  
28

1           250. Plaintiff further alleges that California Civil Code section 2924 et seq. and its  
2  
3 subparts are being applied to Plaintiff in a manner that is unlawful, because the Trustee  
4 proceeded with the foreclosure of Plaintiffs Subject Property notwithstanding the fact that  
5 the Trustee was not in possession of the original Note, that the Note when it was assigned,  
6 did not covey the power of sale because it violated the terms of California Civil Code  
7 section 2932.5,  
8

9           251. that the Note executed by Plaintiff was no longer a negotiable instrument  
10  
11 because the assignment was not physically applied to the Note pursuant to the holding of  
12 **Pribus v. Bush**, (1981) 118 Cal.App.3d 1003, 173 Cal.Rptr. 747, although there was  
13 sufficient room on the back of the Note to complete the assignment, and as such the  
14 foreclosure of Plaintiff's subject property did not conform with the strict mandates of Civil  
15 Code section 2924. 76.  
16

17           252. Plaintiff is informed and believe and thereupon allege that Defendants, and  
18  
19 each of them, entered into a fraudulent scheme, the purpose of which was to make a loan  
20 to Plaintiff, that such scheme was devised to extract illegal and undisclosed compensation  
21 from Plaintiff by virtue of an undisclosed yield spread premium and which Defendants,  
22 and each of them, shared in some presently unknown percentage.  
23

24           253. That the Trustee and the loan servicer are acting as agents of the Beneficiary  
25 and signing documents as the agent of the agent of the agent of the Beneficiary for  
26 Plaintiffs Notes and the notices therein, notwithstanding the fact that the Notes were not  
27 negotiable prior to the sale of the Subject Property.  
28

1           254. That by virtue of the method and manner of Defendants carrying out Civil  
2  
3 Code section 2924 et seq., the foreclosure of the Subject Property is void ab initio as a  
4 matter of law.

5           255. Plaintiff alleges that Defendants, and each of them, are engaged in and  
6  
7 continue to engage in violations of California law including but, not limited to: Civil Code  
8 section 2924 et seq. and 2932.5 et seq., and unless restrained will continue to engage in  
9 such misconduct, and that a public benefit necessitates that Defendants be restrained from  
10 such conduct in the future.

11  
12           256. BAC and Recontrust fraudulently charged costs not due at the time  
13  
14 foreclosing defendants provided the November 21, 2012 notice of public sale and at the  
15 time on December 13, 2012 the total purported debt was disclosed to potential bidders.  
16 These included future property taxes not yet due, annual insurance for November 21, 2012  
17 – November 21, 2013, and other expenses either not due at such time or completely fake  
18 and fraudulent. BAC refused to credit them to Plaintiffs' account prior to the date of the  
19 December 13, 2012 public sale, creating a fraudulent and rigged bidding process.

20  
21           257. BAC and Recontrust proceeded to a public sale on December 13, 2012 of  
22  
23 Plaintiffs' property even though both knew or should have known that they were not  
24 properly assigned the note and deed of trust which provided the power of sale.

25           258. Plaintiff relied on foreclosing defendants to abide by California statutes to  
26  
27 provide a proper notice of default before and instead of solely a 21 day notice of public  
28 sale on November 21, 2012.



1           259. The Foreclosing Defendants engaged in a pattern and practice of defrauding  
2  
3 Plaintiffs in that, during the life of the mortgage loan.

4           260. The Foreclosing Defendants had actual knowledge that the Plaintiffs' account  
5 was not accurate but that the Foreclosing Defendants could use the inaccuracy to foreclose  
6 on the Subject Property which had substantial equity, to recover its excessive fees, charges  
7 and interest. The Foreclosing Defendants also utilized amounts known to the Defendants  
8 to be inaccurate to determine the amount allegedly due and owing for purposes of  
9 foreclosure.  
10

11  
12           261. Additionally, the Foreclosing Defendants concealed material facts known to  
13 them but not to Plaintiffs regarding payments, notices, assignments, transfers, late fees and  
14 charges with the intent to defraud Plaintiffs.  
15

16           262. The Foreclosing Defendants made the above-referenced false representations,  
17 concealments and non-disclosures with knowledge of the misrepresentations, intending to  
18 induce Plaintiffs' reliance, which the unsuspecting Plaintiffs justifiably relied upon,  
19 resulting in damage to their credit standing, costs and loss of their property. Plaintiffs  
20 were unaware of the true facts. Had Plaintiffs known the true facts, Plaintiffs, among  
21 other things, would not have maintained the Foreclosing Defendants as their lender,  
22 servicer and trustee (and their alleged agents) and/or would have taken legal action  
23 immediately to save their house.  
24  
25

26  
27           263. As a result of the Foreclosing Defendants' fraudulent conduct, Plaintiff has  
28 suffered compensatory, general and special damages in an amount to proof. Additionally,

1 the Foreclosing Defendants acted with malice, fraud and/or oppression and, thus, Plaintiff  
2 is entitled to an award of punitive damages.  
3

4 **IV**

5 **FOURTH CAUSE OF ACTION FOR**  
6 **(CANCELLATION OF A VOIDABLE CONTRACT UNDER REV & TAX CODE**  
7 **§§ 23304.1, 23305A AND VIOLATION OF CAL. CORP. CODE §§ 191(C)(7))**  
8 **(AGAINST THE FORECLOSING DEFENDANTS)**  
9

10  
11 264. Plaintiff incorporates herein by reference the allegations made in paragraphs  
12 1 through 263, inclusive, as though fully set forth herein.

13  
14 265. MERS operates as a record-keeping database company in which MERS  
15 contracts with lenders to track security instruments in return for an annual fee.

16  
17 266. Based upon information and belief, MERS was at all times herein operating  
18 in the State of California without registering as a foreign corporation to avoid paying taxes  
19 to the state.

20  
21 267. As a result of MERS's failure to comply with the California franchise tax  
22 laws, the Deed of Trust alleged herein is voidable by Plaintiff pursuant to Rev & Tax  
23 Code §§ 23304.1, 23304.1(b), and 23305a.

24  
25 268. Moreover, MERS is not in the business of creating evidences, and it is not a  
26 foreign lending institution. It does not originate loans, never had any true interest in the  
27 subject loan or Deed of Trust, and thereby does not meet any legal exceptions to the  
28 registration requirement for foreign corporations.

1           269. MERS conducted business in California when it was not registered with the  
2 Secretary of State. Specifically, it prepared and/or executed a Substitution of Trustee and  
3 Assignment of Deed of Trust. The substitution allowed the new Trustee, ReContrust, to  
4 record a Notice of Public Sale on the Subject Property.  
5

6           270. At all relevant times herein, MERS was not registered in California and could  
7 not prepare or execute the Assignment of Deed of Trust. MERS had no legal authority to  
8 take such action. Deeds of Trust are contractual in nature. A contract made by a  
9 corporation doing business in California while that corporation has failed to perform its  
10 franchise tax obligations is voidable at the option of any party to the contract, other than  
11 the [delinquent] taxpayer. Thus, MERS did not have the legal capacity to enter into a  
12 contract with Plaintiffs or anyone else, and Plaintiffs have the option of voiding the  
13 contract. Therefore, any action that MERS took with regard to assigning the within deed  
14 of trust and substituting the trustee or beneficiary would be ultra vires and void.  
15

16           271. Plaintiff hereby expressly requests an adjudication to the effect that the  
17 assignment of the deed of trust and substitution of trustee and beneficiary by MERS are  
18 void.  
19

20           272. MERS acted in violation of Corporations Code Section 2105(a) (requiring  
21 entities that transact intrastate business in California to acquire a “certificate of  
22 qualification” from the California Secretary of State) cannot be dismissed at the pleading  
23 stage. Id. at \*11. The court’s ruling was followed recently in Carter v. Deutsch Bank  
24 National Trust Company, 2010 WL 424477 (N.D. Cal.), at \*2.  
25  
26  
27  
28

1           273. MERS did not provide any benefits under any contract at issue here, MERS  
2  
3 never paid anything to any party to this action and MERS never received any payments  
4 from Plaintiffs.

5           274. The relevant law is California Civil Code Section 2932.5 which provides that  
6  
7           “Where a power to sell real property is given to a mortgagee, or other  
8           encumbrancer, in an instrument intended to secure the payment of money, the  
9           power is part of the security and vests in any person who ***by assignment***  
10           becomes entitled to payment of the money secured by the instrument. The  
11           power of sale may be exercised by the assignee if the assignment is ***duly***  
12           ***acknowledged and recorded.***” Cal. Civ.Code § 2932.5 (emphasis added).  
13  
14

15 Here, there was never an assignment from the original mortgagee (CountryWide ) to  
16 MERS or anyone else. Moreover, assuming arguendo, that there was an assignment of  
17 Quality’s entire interest in the note and deed of trust to MERS or anyone else, said  
18 assignment had to be “duly acknowledged and recorded,” which it was not.  
19

20           275. Instead, MERS was simply listed as a “nominee” of the beneficiary in the  
21 deed of trust. That is, MERS was listed as a beneficiary in name only and not pursuant to  
22 any legal definition. A nominee of a beneficiary is not the same as being the beneficiary.  
23 In re Mitchell, US Bk Ct.Nev. Case No. BK-S-07-16226 (August 19, 2008), at p. 6. The  
24 deed of trust in Mitchell contained a similar statement, namely that MERS is the nominee  
25 and beneficiary of Fremont. This statement does not mean that MERS *is the beneficiary*.  
26  
27 Similar to Section 2932.5, the Mitchell court held that a “beneficiary” is defined as “one  
28

1 designated to benefit from an appointment, deposition or assignment or to receive  
2 something as a result of a legal arrangement or instrument.” Id. (citing Blacks Law  
3 Dictionary).

4  
5 276. No showing has been made that MERS had any financial interest in the note  
6 or deed of trust. MERS was not the "lender." Only parties who have a financial interest  
7 are beneficiaries and entitled to assign the note and deed of trust. Thus, the assignment of  
8 the Deed of Trust by MERS is ineffective for all purposes. MERS had no interest to  
9 assign. The note was not payable to MERS and MERS was not entitled to receive  
10 payments. Therefore, it was never “entitled to payment of the money secured by the  
11 instrument” as Section 2932.5 requires for the power of sale to be exercised by an assignee  
12 and was never an assignee of the note and deed of trust with the power to assign.  
13  
14 Foreclosing Defendants acted without authority because they did not possess the original  
15 note and they were never assigned the note and deed of trust pursuant to Section 2932.5  
16 and other relevant authority.  
17  
18  
19

20 **V**

21 **FIFTH CAUSE OF ACTION**

22 **TO SET ASIDE TRUSTEE’S SALE**

23 **(AGAINST THE FORECLOSING DEFENDANTS)**

24  
25 277. Plaintiff incorporates herein by reference the allegations made in paragraphs  
26 1 through 276, inclusive, as though fully set forth herein.  
27  
28

278. Foreclosing defendants provided in November 2012 notice of only 21 days. Therefore, Foreclosing defendants notice is defective as its missing the Notice of Default requirement thus its ability to transfer title or sell property is unlawful. Failure to provide Notice of Default as required, is sufficient reason for Court to rule in favor of Plaintiff for title and ownership and damages against Foreclosing Defendants.

279. The Foreclosing Defendants never had the legal authority to foreclose, i.e., the authority to exercise the power of sale as an assignee of the Note and Deed of Trust, because the Foreclosing Defendants' interest was never acknowledged and recorded in violation of Civil Code § 2932.5, resulting in the non-judicial foreclosure sale being void ab initio.

280. Moreover, the Foreclosing Defendants never had the legal authority to foreclose because the instrument (Deed of Trust), which permitted foreclosure if the borrower was in default, is void as it was improperly assigned and/or transferred to the Foreclosing Defendants from the original lender. Therefore, the Deed of Trust could not provide a basis for a foreclosure, and the non-judicial foreclosure is void ab initio.

281. Accordingly, Plaintiffs hereby request an order of this Court that the Trustee's Sale was irregular in that it was legally void and conducted without any right or privilege by the Foreclosing Defendants.

## VI

## SIXTH CAUSE OF ACTION

1 **TO VOID OR CANCEL TRUSTEE’S DEED UPON SALE**

2 **(AGAINST ALL DEFENDANTS)**

3  
4 282. Plaintiff incorporates herein by reference the allegations made in paragraphs  
5 1 through 281, inclusive, as though fully set forth herein.

6  
7 283. Although the trustee’s deed upon sale appears valid on its face, it is invalid,  
8 and of no force and effect, for the reasons set forth above including, inter alia, the fact the  
9 Deed of Trust which purportedly secured the Note, which served as the basis for a claim to  
10 have the right to conduct a non-judicial foreclosure was at all times void due to the  
11 wrongful and improper assignment to the Foreclosing Defendants.

12  
13 284. Plaintiff is therefore entitled to an order that the Trustee’s Deed Upon Sale is  
14 void ab initio and cancelling such Trustee’s Deed.

15  
16 **VII**

17 **SEVENTH CAUSE OF ACTION**

18 **TO VOID OR CANCEL ASSIGNMENT OF DEED OF TRUST**

19 **(AGAINST THE FORECLOSING DEFENDANTS)**

20  
21 285. Plaintiff incorporates herein by reference the allegations made in paragraphs  
22 1 through 284, inclusive, as though fully set forth herein.

23  
24 286. The assignment of the deed of trust is invalid, and of no force and effect, for  
25 the reasons set forth above including, inter alia, the fact the MERS did not have standing  
26 or the legal authority to assign the deed of trust which purportedly secured the Note, and  
27  
28

1 which served as the basis for a claim to have the right to conduct a non-judicial  
2 foreclosure. Thus, the assignment of the deed of trust was at all times void.

3  
4 **A. THE FORECLOSURE SALE WAS VOID, NOT VOIDABLE**

5 287. Plaintiff alleges that the foreclosure sale is VOID, not voidable. According to  
6 the second edition of Black's Law Dictionary something that is "void" is something that is  
7 "[o]f no legal effect; null. The distinction between *void* and *voidable* is often of great  
8 practical importance. Whenever technical accuracy is required, void can be properly  
9 applied only to those provisions that are of no effect whatsoever-those that are an absolute  
10 nullity." Something that is "voidable" is "[v]alid until annulled; esp., (of a contract)  
11 capable of being affirmed or rejected at the option of one of the parties. This term  
12 describes a valid act that may be voided rather than an invalid act that may be ratified."  
13  
14  
15

16 In Dimock v. Emerald Properties, LLC (2000) 81 Cal. App. 4<sup>th</sup> 868, 97 Cal. Rptr. 2d  
17 255, the appellate court, in distinguishing Karlsen v. American Sav. & Loan Assn. (1971)  
18 15 Cal.App.3d 112, 92 Cal.Rptr. 851, the court held that the foreclosure sale was VOID  
19 and a complete nullity with no force and effect. Id. at 876.  
20

21 288. Plaintiff is therefore entitled to an order that the Assignment of the Deed of  
22 Trust is void ab initio and cancelling such Assignment.  
23

24 **VIII**

25 **EIGHTH CAUSE OF ACTION**

26 **WRONGFUL FORECLOSURE**

27 **(AGAINST THE FORECLOSING DEFENDANTS)**  
28



1           289. Plaintiffs incorporate herein by reference the allegations made in paragraphs  
2  
3 1 through 288, inclusive, as though fully set forth herein.

4           290. Plaintiff is informed and believes and thereon alleges that after the origination  
5 and funding of their loan, it was sold to investors as a “mortgage backed security” and that  
6 none of the Foreclosing Defendants in this action owned this loan, or the corresponding  
7 note. Moreover, none of the Foreclosing Defendants in this action were lawfully  
8 appointed as trustee or had the original note assigned to them. Accordingly, none of the  
9 Foreclosing Defendants in this action had the right to declare default, cause notices of  
10 default to be issued or recorded, or foreclose on Plaintiffs’ interest in the Subject Property.  
11 The Foreclosing Defendants who purported to be such, were not the note holder or a  
12 beneficiary at any time with regard to Plaintiff’s loan.  
13  
14  
15

16           291. Plaintiffs further alleges on information and belief that none of the  
17 Foreclosing Defendants in this action are beneficiaries or representatives of the  
18 beneficiary and, if the Foreclosing Defendants allege otherwise, they do not have the  
19 original note to prove that they are in fact the party authorized to conduct the foreclosure.  
20  
21

22           292. Plaintiff further alleges on information and belief that the loan was sold or  
23 transferred without notifying the Plaintiff in writing. Therefore, the loan is void of legal  
24 rights to enforce it.  
25

26           293. Additionally, The Foreclosing Defendants violated California Civil Code  
27 §2923.5(a), which requires a “mortgagee, beneficiary or authorized agent” to “contact the  
28 borrower or person by telephone in order to assess the borrower’s financial situation and

1 explore options for the borrower to avoid foreclosure. “Section 2923.5(b) requires a  
2 default notice to include a declaration “from the mortgagee, beneficiary, or authorized  
3 agent” of compliance with section 2923.5, including attempt “with due diligence to  
4 contact the borrower as required by this section.”  
5

6  
7 294. None of the Foreclosing Defendants contacted Plaintiff to discuss their  
8 financial situation. Moreover, none of the Foreclosing Defendants explored options with  
9 Plaintiff to avoid foreclosure. Additionally, none of the Foreclosing Defendants informed  
10 Plaintiff of the right to have a meeting within 14 days of said contact. Accordingly, the  
11 Foreclosing Defendants did not fulfill their legal obligation to Plaintiff.  
12

13  
14 295. Thus, the Foreclosing Defendants engaged in a fraudulent foreclosure of the  
15 Subject Property in that the Foreclosing Defendants did not have the legal authority to  
16 foreclose on the Subject Property and, alternatively, if they had the legal authority, they  
17 failed to comply with Civil Code Section 2923.5 and 2923.6.  
18

19 296. As a result of the above alleged wrongs, Plaintiff has suffered general and  
20 special damages in an amount to be determined at trial.  
21

22 **IX**  
23  
24 **NINTH CAUSE OF ACTION FOR**  
25 **BREACH OF CONTRACT**  
26 **(AGAINST THE FORECLOSING DEFENDANTS)**  
27

28 297. Plaintiff incorporates herein by reference the allegations made in paragraphs  
1 through 296, inclusive, as though fully set forth herein.



1 dealing requires that no party will do anything that will have the effect of impairing,  
2 destroying, or injuring the rights of the other party to receive the benefits of their  
3 agreement. The covenant implies that in all contracts each party will do all things  
4 reasonably contemplated by the terms of the contract to accomplish its purpose. This  
5 covenant protects the benefits of the contract that the parties reasonably contemplated  
6 when they entered into the agreement.  
7

8  
9 304. Alternatively, if the note and deed of trust was validly and properly assigned  
10 to the Foreclosing Defendants, they became parties to said contracts with benefits,  
11 duties and obligations arising there from. the Foreclosing Defendants did not act in good  
12 faith and did not deal fairly with Plaintiff in connection with the note and deed of trust  
13 when they refused to properly provide a loan modification offer the Plaintiff was eligible  
14 for and/or failing to provide notice required., As Defendants became parties to the note  
15 and deed of trust which governed the relationship between Plaintiffs and Defendants,  
16 Defendants also owed a duty of good faith and fair dealing to Plaintiffs which Plaintiffs  
17 allege was breached.  
18

19  
20 305. The Foreclosing Defendants enjoyed substantial discretionary power  
21 affecting the rights of Plaintiff during the events alleged in this Complaint. They were  
22 required to exercise such power in good faith.  
23

24  
25 306. The Foreclosing Defendants engaged in such conduct to liquidate subject  
26 property so that they could maximize their profits faster then waiting for the 264 Month  
27 agreed loan term's lower interest rate, lower gross monthly payment, lower profit per  
28

1 month contractual agreement. Foreclosing Defendants acted to deprive Plaintiff of lower  
2 interest rate agreement provided for due to begin on January 1, 2013..

3  
4 307. Foreclosing defendants allowed Defendant BJG Associates LLC to acquire  
5 the Subject Property despite its large positive equity at a below fair market price. These  
6 actions were a bad faith breach of the contract between Plaintiff and the Foreclosing  
7 Defendants which show that they had no intention of performing on the contract,  
8 consisting of the original note and deed of trust, in good faith.  
9

10  
11 308. Foreclosing defendants wrongfully toggled Plaintiff's "Bankruptcy" status  
12 internally to On. When in fact, Plaintiff had not declared bankruptcy.

13 ii. alternatively, foreclosing defendants determined that the loan was in default  
14 and wrongfully proceeded with a foreclosure of the property without proper default  
15 notice pursuant to the power of sale provisions in the deed of trust.  
16

17 309. As a result of the Foreclosing Defendants' breaches of this covenant, Plaintiff  
18 has suffered general and special damages in an amount to be determined at trial.  
19

## 20 **XI**

### 21 **ELEVENTH CAUSE OF ACTION**

#### 22 **RIGHT TO REDEEM MORTGAGE AND ACCOUNTING**

#### 23 **(AGAINST ALL DEFENDANTS)**

24 310. Plaintiff incorporates herein by reference the allegations made in paragraphs  
25 1 through 309, inclusive, as though fully set forth herein.  
26

27 311. An action to redeem a mortgage of real property, with or without an account  
28

1 of rents and profits, may be brought by the mortgagor or those claiming under him,  
2  
3 against the mortgagee in possession, or those claiming under him, unless he or they have  
4 continuously maintained an adverse possession of the mortgaged premises for five years  
5 after breach of some condition of the mortgage.  
6

7  
8 **XII**

9 **TWELVTH CAUSE OF ACTION FOR**  
10 **UNJUST ENRICHMENT & RESTITUTION**  
11 **(AGAINST ALL DEFENDANTS)**  
12

13 312. Plaintiff incorporates herein by reference the allegations made in paragraphs  
14 1 through 311, inclusive, as though fully set forth herein.

15 313. By their wrongful acts and omissions, the Defendants have been unjustly  
16 enriched at the expense of Plaintiff, and thus Plaintiff has been unjustly deprived.  
17

18 314. Through their unlawful conduct, Defendants knowingly received wrongful  
19 benefits and funds from Plaintiffs. Defendants thereby acted with conscious disregard for  
20 Plaintiff's rights.  
21

22 315. As a result of their unlawful conduct, Defendants have realized substantial ill  
23 gotten gains.  
24

25 316 Plaintiff's detriment and Defendants' enrichment are traceable to, and  
26 resulted directly and proximately from, the conduct challenged in this Complaint.  
27

28 317. Under the common law doctrine of unjust enrichment, it is inequitable to  
permit Defendants to retain the benefits they received , and are still receiving without

1 justification, from their fraudulent behavior and breach of agreement and duty of care, and  
2 other unfair, unconscionable, and oppressive schemes. Defendants’ retention of such  
3 funds under circumstances making it inequitable to do so constitutes unjust enrichment.  
4

5 318. The financial benefits Defendants derived rightfully belong to Plaintiff.  
6

7 By reason of the foregoing, Plaintiff seeks restitution from the Defendants, and an order of  
8 this Court disgorging all profits, benefits, and other compensation obtained by the  
9 Defendants from their wrongful conduct.  
10

### 11 **XIII**

### 12 **THIRTEENTH CAUSE OF ACTION FOR** 13 **VIOLATION CA BUSINESS & PROFESSIONS CODE SECTIONS 17200 ET SEQ.** 14 **(AGAINST THE FORECLOSING DEFENDANTS)** 15

16 319. Plaintiff incorporates herein by reference the allegations made in paragraphs  
17 1 through 318, inclusive, as though fully set forth herein.  
18

19 320. California Business & Professions Code Section 17200, et seq., prohibits acts  
20 of unfair competition, which means and includes any “fraudulent business act or practice .  
21 . .” and conduct which is “likely to deceive” and is “fraudulent” within the meaning of  
22 Section 17200.  
23

24 321. As more fully described above, the Foreclosing Defendants’ acts and  
25 practices are likely to deceive, constituting a fraudulent business act or practice. This  
26 conduct is ongoing and continues to this date.  
27  
28

1           322. Specifically, the Foreclosing Defendants engage in deceptive business  
2  
3 practices with respect to mortgage loan servicing, assignments of notes and deeds of trust,  
4 foreclosure of residential properties and related matters by

5                   (a) Assessing improper or excessive late fees;

6  
7                   (b) Improperly characterizing customers' accounts as being bankrupt, in  
8 default or delinquent status to generate unwarranted fees;

9                   (c) Instituting improper or premature foreclosure proceedings to generate  
10 unwarranted fees;

11                   (d) Misapplying or failing to apply customer payments;

12                   (e) Failing to provide adequate monthly statement information to customers  
13 regarding the status of their accounts, payments owed, and/or basis for fees assessed;

14                   (f) Seeking to collect, and collecting, various improper fees, costs and  
15 charges, that are either not legally due under the mortgage contract or California law, or  
16 that are in excess of amounts legally due;

17                   (g) Failing to disclose the fees, costs and charges allowable under the  
18 mortgage contract;

19                   (h) Ignoring grace periods;

20                   (i) Executing and recording false and misleading documents; and failing to  
21 provide notice of default before setting a public sale.

22                   (j) Acting as beneficiaries and trustees without the legal authority to do so.  
23  
24  
25  
26  
27  
28



1 (k) Providing a loan modification offer that foreclosing defendants knew  
2  
3 Plaintiff was over qualified for and could not receive based on Subject Property's positive  
4 equity being too high.

5 (l) Defendants made false statements and submitted false records to State,  
6  
7 County, and City government entities that misrepresented the extent of Defendant's  
8 notice given to Plaintiff and that Plaintiff was offered a loan modification that Defendants  
9 knew Plaintiff could not qualify for because Plaintiff's Subject Property had too much  
10 positive equity.  
11

12 (m) Defendants violated Government Code section 12650 et seq.;

13  
14 323. The Foreclosing Defendants failed to act in good faith as they took fees for  
15 services but did not render them competently and in compliance with applicable law.  
16

17 324. Moreover, the Foreclosing Defendants engaged in a uniform pattern and  
18 practice of unfair and overly-aggressive servicing that result in the assessment of  
19 unwarranted and unfair fees against California consumers, and premature default often  
20 resulting in unfair and illegal foreclosure proceedings. The scheme implemented by the  
21 Foreclosing Defendants is designed to defraud California consumers and enrich the  
22 Foreclosing Defendants.  
23  
24

25 325. The foregoing acts and practices have caused substantial harm to California  
26 consumers.  
27

28 326. As a direct and proximate cause of the unlawful, unfair and fraudulent acts  
and practices of the Foreclosing Defendants, Plaintiff and California consumers have

1 suffered and will continue to suffer damages in the form of unfair and unwarranted late  
2 fees and other improper fees and charges.

3  
4 327. By reason of the foregoing, the Foreclosing Defendants have been unjustly  
5 enriched and should be required to disgorge their illicit profits and/or make restitution to  
6 Plaintiff and other California consumers who have been harmed, and/or be enjoined from  
7 continuing in such practices pursuant to California Business & Professions Code Sections  
8 17203 and 17204. Additionally, Plaintiffs are therefore entitled to injunctive relief and  
9 attorney's fees as available under California Business and Professions Code Sec. 17200  
10 and related sections.  
11  
12

13 **XIV**

14  
15 **FOURTEENTH CAUSE OF ACTION FOR**  
16 **UNLAWFUL PRICE SETTING IN VIOLATION OF SHERMAN ACT § 1, 15**  
17 **U.S.C. § 1**  
18

19 **(AGAINST ALL DEFENDANTS)**  
20

21  
22 328. Plaintiff incorporates herein by reference the allegations made in paragraphs 1  
23 through 327, inclusive, as though fully set forth herein.

24 329. Beginning at least as early as January 2012, defendants and their co-  
25 conspirators, by and through their officers, directors, employees, agents, or other  
26 representatives, entered into a continuing agreement, understanding and conspiracy in  
27 restraint of trade to restrict competition by allocating customers, rigging bids, and fixing  
28

1 the prices of multi million dollar real estate property where Foreclosing Defendants were  
2 participating in chain of title of ownership or had made or assumed real estate loans in  
3 violation of Section 1 of the Sherman Act, 15 U.S.C. § 1.  
4

5 330. Defendants' unlawful conduct resulted in artificially low, supra-competitive  
6 prices for multi million dollar real estate properties entering and sold thru public auction  
7 sales in Los Angeles for charged by defendants and their co-conspirators to plaintiff  
8

9 331. Defendants combined and conspired with co- conspirators to:  
10

11 (a) participate in meetings, conversations, and communications in the United States  
12 and elsewhere to discuss customers, rates, foreclosure plans, when to trigger notice of  
13 defaults, how to trigger notice of defaults, when to trigger notice of public sales, how  
14 to trigger notice of public sales, how to determine when and how mortgages attached  
to homes with significant positive equity should be handled;

15 (b) agreed during those meetings, conversations, and communications to allocate  
16 customers of Bank of America services between and among the conspirators;

17 (c) agreed during those meetings, conversations, and communications to fix, stabilize,  
18 and maintain rates, surcharges, and other fees charged to mortgage holders;

19 (d) agreed during those meetings, conversations, and communications to rig bidding  
20 of public sales of homes that had mortgages controlled or serviced by foreclosing  
defendants would

21 (e) agreed to create and attempt to create collusive and noncompetitive public sale  
22 outcomes and prices pursuant to the agreements reached;

23 (f) accepted payment for services and sold properties at collusive and  
24 noncompetitive prices;

25 (g) authorized for consent to the participation of subordinate employees in the  
26 conspiracy; and

27 (h) concealed the conspiracy and conspiratorial contacts through various means,  
28 including private e-mail accounts[

1  
2 332. As a proximate result of the above-described acts, Plaintiff has been injured  
3 by Defendants' antitrust violations and should receive trebles damages.  
4

5  
6 **XV.**

7 **FIFTEENTH CAUSE OF ACTION FOR**  
8  
9 **UNLAWFUL PRICE SETTING IN VIOLATION OF SHERMAN ACT § 3, 15**  
10 **U.S.C. § 3**

11 **(AGAINST ALL DEFENDANTS)**  
12

13 333. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 t  
14 through 332, inclusive, as though fully set forth herein.

15 334. Beginning at least as early as January 2012, defendants and their co-  
16 conspirators, by and through their officers, directors, employees, agents, or other  
17 representatives, entered into a continuing agreement, understanding and conspiracy in  
18 restraint of trade to restrict competition by allocating customers, rigging bids, and fixing  
19 the prices of multi million dollar real estate property where Foreclosing Defendants were  
20 participating in chain of title of ownership or had made or assumed real estate loans in  
21 violation of section 3 of the Sherman Act, 15 U.S.C. § 3.  
22

23 335. Defendants' unlawful conduct resulted in artificially low, supra-competitive  
24 prices for multi million dollar real estate properties entering and sold thru public auction  
25 sales in Los Angeles.  
26  
27  
28

336. Plaintiff received less money upon the sale of the multi million dollar property

1 then he would have received in a competitive market unfettered by defendants' and their  
2 co-conspirators' unlawful anti-competitive activity.

3  
4 337. Plaintiff seeks to recover for these damages. As a proximate result of the  
5 above-described acts, Plaintiff has been injured by Defendants' antitrust violations and  
6 should receive trebles damages.  
7

## 8 XVI

### 9 10 SIXTEENTH CAUSE OF ACTION FOR 11 VIOLATION California False Claims Act, § 12651(a)(1) and 12652 ( c) 12 (AGAINST ALL DEFENDANTS) 13

14 338. Plaintiff incorporates herein by reference the allegations made in  
15 paragraphs 1 through 337, inclusive, as though fully set forth herein.

16 339. This is a claim for treble damages and penalties under the California False  
17 Claims Act, Government Code section 12650 et seq.  
18

19 340. The California False Claims Act, like the Federal Law, creates a right or  
20 basis for suit in favor of a public entity against any person who knowingly presents  
21 a false claim, or knowingly uses a false record or statement, to induce a public  
22 entity to pay a claim, and provides for a civil penalty of up to \$ 10,000 for  
23 each false claim, triple any damages sustained by the entity, and litigation  
24 costs. Gov. Code §12651(a)(1), (2) & (8). It allows suit against anyone who, among other  
25 things:  
26  
27

28 (1) Knowingly presents or causes to be presented to an officer or employee of the state or  
of

1 any political subdivision thereof, a false claim for payment or approval.

2  
3 (2) Knowingly makes, uses, or causes to be made or used a false record or statement to get  
4 a false claim paid or approved by the state or by any political subdivision.

5 (8) Is a beneficiary of an inadvertent submission of a false claim to the state  
6 or political subdivision, subsequently discovers the false claim, and fails to  
7 disclose the false claim to the state or political subdivisions within a  
8 reasonable time after discovery of the false claim. (Emphasis added)  
9

10 A "claim" under the Act includes any request or demand for money, property, or  
11 services made to any employee, officer, or agent of the state or any political  
12 subdivision . . . ." Gov. Code § 12650 (b)(1); *Fassberg Construction. v. Housing*  
13 *Authority* (2007) 151 Cal. App. 4th 267, 281.  
14  
15

16  
17 341. The terms claim or false claim are interpreted broadly, so as to reach all  
18 fraudulent attempts to cause the government to pay out sums of money. *United*  
19 *States v. Neifert-White Co.* (1968) 390 U.S. 228, 233, 19 L.Ed.2d 1061.(emphasis  
20 added) (violations of government regulation)  
21

22 i. Liability under the Act also attaches "when a contract was originally  
23 obtained based on false information." or promises. *Harrison v. Westinghouse*  
24 *Savannah River Co.* (4th Cir. 1999) 176 F.3d 776, 787-788 (emphasis  
25 added); *U.S. ex rel. Hagood v. Sonoma County Water Agency* (9th Cir.  
26 1991) 929 F.2d 1416, 1420.

27 ii. In such a case, the later payment claim itself need not be false, but  
28 only need be underpinned by fraud. *Ibid*; *City of Pomona v. Superior Court* (2001),  
89 Cal.App.4th 793 at 802, 804. (false statements in product catalogues used to  
induce contractor to purchase pipes for use on government construction project);

1 San Francisco Bay Area Rapid Transit Dist. v. Spencer (N.D.Calif)(December 5,  
2 2006) U.S. Dist. LEXIS 88022, slip op. at p. 50.

3  
4 iii. "[A]ny time a false statement is made in a transaction involving a call on the  
5 public. fisc, False Claims Act liability may attach."

6  
7 iv. The fraud need only be a material part of a transaction that eventually leads  
8 to a claim for government payment. San Francisco Bay Area Rapid Transit Dist,  
9 supra at p. 50 (false statement as to eligibility for DBE status, a condition to  
10 award of the contract); Fassberg Construction, supra 151 Cal. App. 4th at 287.

11  
12 v. Even in cases where "the work . . . was . . . performed to specifications at the  
13 price agreed," false claims act liability may still attach "because of the fraud surrounding  
14 the efforts to obtain the contract or benefit status, or the payments thereunder."

15  
16 vi. Thus, even if the public received the benefits of the contract, this does not  
17 shield defendants from liability for false statements made in securing that contract or  
18 payments thereon. The Act is "intended to reach all types of fraud, without qualification  
19 (United States v. Neifert-White Co., supra, 390 U.S. at 232.)

20  
21 vii. Thus if misrepresentations were made to obtain a government contract, all  
22 requests for payment on that contract can be considered "False Claims", even if  
23 there was no problem with the work performed under the contract.

24  
25 viii. The principles embodied in this broad construction of a false or fraudulent  
26 claim have given rise to two doctrines that attach potential False Claims Act  
27 liability to claims for payment that are not explicitly and/or independently  
28

1 false: (1) false certification (either express or implied); and (2) promissory  
2 fraud. See *Harrison v. Westinghouse Savannah River Co.*, 176 F.3d 776, 784 (4th  
3 Cir. 1999).<sup>1</sup> (Emphasis added)

4  
5 ix. This promissory fraud or fraud-in-the-inducement of contract theory, rather  
6 than specifically requiring a false statement of compliance with government  
7 regulations, is somewhat broader. It holds that liability will attach to each  
8 claim submitted to the government under a contract, when the contract or  
9 extension of government benefit was originally obtained through false statements  
10 or fraudulent conduct<sup>2</sup> See, e.g., *id.*, 176 F.3d at 787; *United States ex rel.*  
11 *Marcus v. Hess*, 317 U.S. 537, 542, 63 S. Ct. 379, 87 L. Ed. 443 (1943).<sup>3</sup>  
12 (Emphasis added) *United States v. Univ. of Phoenix*, *supra*, 461 F.3d at 1173;  
13 *United States ex rel. Main v. Oakland City Univ.* (7th Cir. 2005) 426 F.3d 914,  
14 916, cert. denied.

15  
16 342. Foreclosing Defendants created fictitious and fabricated debt listed on  
17 documents submitted to the State and Los Angeles County public sale authority and  
18 related officials, violating False Claims Act.

19  
20 343. For example, one single violation is listing that the total debt was “\$2.01  
21 million” that foreclosing defendants claimed was due to the public auction authority and  
22 related officials. This amount was a fabricated amount or inflated false charges were  
23 aggregated to create this false debt.

24  
25 344. Defendants’ Bid Rigging of Public Auction created:  
26  
27  
28



- 1 a) losses in resale value for other property owners, resulting in less CA State tax  
2 revenue from subsequent sales of all properties sold after the December 13, 2012  
3 sale of Plaintiff's Subject Property
- 4 b) losses in annual property taxes for other property owners who will not sell  
5 their properties but use the manipulated below fair market price of December 13,  
6 2012 sale to make claim to lower their own property tax, generating reduced  
7 property taxes the State of CA will collect over the next year and subsequent years
- 8 c) shortfall and Loss of Property Tax revenue specifically for Plaintiff's Subject  
9 Property for the future 3/31/2013 to 3/31/2014 period
- 10 d) shortfall and loss of tax revenue from the sale of Plaintiff's Subject Property  
11 because Plaintiff would have been able to sell the property at the fair market  
12 value of \$3.25 million or higher if not for the unlawful foreclosure and rigged  
13 bidding scheme caused by Defendants.

14 345. Based on the historical property taxes Plaintiff paid to the State, the subject  
15 property was worth at least \$2.9 million dollars. Foreclosing Defendants actions created a  
16 reckless fraudulent scheme that resulted in the Subject Property being sold for \$1.77  
17 million in December 2013.

18 346. This resulted in a shortfall of revenue for the State of California because:

19 a) the State receives less tax revenue from a \$2.9 million dollar sale vs. a \$1.77  
20 million dollar sale.

21 b) By creating or forcing an artificially lower then fair market sale for the Subject  
22 Property, the other properties located in the same geographic area suffer a reduction in  
23 their value. Thus all the surrounding properties of the Subject Property have their  
24 comprable or "Comp" financial information artificially lowered, causing a lower sales  
25 price for the homes that will be sold over the subsequent 12 months from the date the  
26 Subject Property was sold December 13, 2013. Thus each home sold over the subsequent  
27 12 months will suffer a lower gross sales price vs. if Subject Property had not been sold at  
28

1 a materially below fair market value by a corrupt and rigged foreclosure and auction sales  
2 process.

3  
4 347. Defendant's acts resulted in less tax revenue for the State of California  
5 because the Taxes the State receives is based on a % of the gross sales of the property. The  
6 higher the sales prices for the homes that share the neighborhood with Subject Property,  
7 the more tax revenue for the State of California.

8  
9 348. Another key part of the fraud that decreased the State of CA tax revenue was  
10 that BAC fraudulently charged Plaintiff a future year's worth of property taxes  
11 immediately prior to the public sale in December 2012. This property tax amount charged  
12 was based on the value of the Property being at least \$2.9 million dollars. The property tax  
13 for 3/30/2013 thru 3/30/2014 was not due to be paid until at least 3/30/2013.

14  
15 349. Therefore, BAC not only committed a fraud by charging the Plaintiff and  
16 homeowner for an expense not due, but used such non due expense as a pre text to inflate  
17 Plaintiff's total due according to BAC, allowing BAC to claim because of such aggregated  
18 monies owed by Plaintiff under the Mortgage, Plaintiff had breached or exceeded  
19 Plaintiff's credit line of 115%, and thus BAC was justified to initiate the foreclosure and  
20 public sale on November 21, 2013.

21  
22 350. However, BAC knew the Subject Property would be sold at below fair  
23 market value because BAC was aware that Plaintiff was in the middle of removing  
24 unlawful detainee in a lawsuit that Plaintiff had filed in CA State Court and was ongoing  
25 as of November 21, 2013 when BAC initiated the foreclosure sale.

26  
27  
28 351. BAC and foreclosing defendants had become aware of this fact thru either or

1 both

2 of the following: their ongoing review of real estate related cases including unlawful  
3 detainer actions that were filed each month in CA State Courts and/or thru foreclosing  
4 defendants communications with Defendant Ray, Greenberg, and/or BJG Associates or a  
5 related party.  
6

7 352. Thus, BAC got the benefit of charging Plaintiff a future to be paid property  
8 tax amount based on the \$2.9 million dollar value, but by the time BAC needed to actually  
9 pay the State of CA, the property value because of the rigged fraudulent sales process had  
10 become \$1.77 million, the price Defendants Greenberg and BJG Associates purchased the  
11 Subject Property for. BAC therefore created a scheme to pay the State of CA almost 50%  
12 less then what BAC knew the fair market value and fair State Property Tax amount was  
13 and what BAC had collected and forecast previously.  
14

15 353. Regardless of if BAC benefitted financially thru this property tax scheme or  
16 the financial benefit was passed on to Defendants Greenberg and BJGA if they paid the  
17 future property tax based on the \$1.77 million sale price, its uncontested that State of CA  
18 received or will receive almost 50% less annual property tax because the Subject Property  
19 was not able to retain in the short term the historical \$2.9 million dollar value that Plaintiff  
20 had purchased property for in 2004 and each year the State of CA had received the benefit  
21 of receipt of annual property taxes based on such \$2.9 million dollar value.  
22

23 354. All Defendants had a role in causing the unlawful and fraudulent bid rigging  
24 and the bid rigging caused the artificially low sales price.  
25

26 i. For instance, specifically Home Service Retention offered Plaintiff a sole  
27 loan modification option which Plaintiff and Subject Property did not qualify for, ensuring  
28 Plaintiff would not apply for such loan modification offered, ensuring foreclosing

1  
2 defendants could carry out the unlawful and fraudulent scheme to have a public sale  
3 during the time Plaintiff was being victimized by Defendant Ray's unlawful trespass and  
4 hijacking of Subject Property, forcing Plaintiff to wait for the unlawful detainer legal  
5 action to proceed, while foreclosing defendants knew the lack of ability for Plaintiff and  
6 3<sup>rd</sup> parties to inspect property would result in a below fair market public auction sales  
7 result.

8  
9 355. The conduct of Defendants, and each of them, violated Government  
10 Code section 12651, subdivision (a)(1) and was a substantial factor in causing  
11 California to sustain damages in an amount according to proof pursuant to  
12 California Government Code section 12651, subdivision (a).  
13

14 Defendants in furtherance of the scheme, also violated:

15 i) CA Code 17043 which states,  
16

17 “ It is unlawful for any person engaged in business withi this State to sell any  
18 article or product at less than the cost thereof to such vendor, or to give away  
19 any article or product, for the purpose of injuring competitors or destroying  
20 competition.”  
21

22 ii. CA Code 17045 which states,  
23

24 “The secret payment or allowance of rebates, refunds, commissions, or  
25 unearned discounts, whether in the form of money or otherwise, or secretly  
26 extending to certain purchasers special services or privileges not extended to  
27 all purchasers purchasing upon like terms and conditions, to the injury of a  
28 competitor and where

1  
2 such payment or allowance tends to destroy competition, is unlawful.”

3  
4 356. Defendants knowingly made, used, and caused to be made or used  
5 false documents and statements to conceal, avoid and decrease their obligations to  
6 pay the State full taxes based on selling Subject Property at fair market price in at  
7 public auction in violation of Government Code section 12651, subdivision (a)(7).  
8

9 **XVII**

10 **SEVENTEENTH CAUSE OF ACTION FOR**  
11 **VIOLATION California False Claims Act, § 12651(a)(2)**  
12 **(AGAINST ALL DEFENDANTS)**  
13  
14

15 357. Plaintiff incorporates herein by reference the allegations made in paragraphs 1  
16 through 356, inclusive, as though fully set forth herein.

17 358. The CFCA imposes a penalty up to \$10,000 for each separate violation of the  
18 Act. See § 12651(a). As does the federal FCA, the California Act also imposes triple  
19 damage liability for violations. *Id.* In addition, the CFCA creates joint and several liability  
20 for acts committed by two or more persons. § 12651(c).  
21

22 In *Fassberg Const. Co. v. Housing Authority of Los Angeles*, 2007 WL 1502834 at \*7-  
23 \*13 (Cal.App.2 Dist. (May 24, 2007), the court held that documents (specifically change  
24 orders and progress reports) submitted in order to get a false claim paid or approved (a  
25 violation of § 12651(a)(2))  
26  
27

28 359. Defendants, and each of them, knowingly (as defined in California Government

Code section 12650, subdivision (b)(2)) made, used, or caused to be made or used false records or statements to get false claims paid or approved by California.

360. The conduct of Defendants, and each of them, violated Government Code section 12651, subdivision (a)(2) and was a substantial factor in causing California to sustain damages in an amount according to proof pursuant to Government Code section 12651, subdivision (a).

## **XVIII**

### **EIGHTEENTH CAUSE OF ACTION FOR**

#### **VIOLATION California False Claims Code, § 12651(a)(8) (AGAINST ALL DEFENDANTS)**

361. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 360, inclusive, as though fully set forth herein.

362. This is a claim for treble damages and penalties under the California False Claims Act, Government Code section 12650 et seq.

363. Defendants even if beneficiaries of an inadvertent submission of a false claim to the State who subsequently discovered the falsity of the claims and who fail to disclose them to the State within a reasonable time after such discovery, are in violation of Government Code section 12651, subdivision (a)(8).

364. As a proximate result of the above-described acts, the State has been injured by Defendants' conversion of State property and in the loss of tax payments in a specific amount to be determined at trial.

## **IX**

**NINETEENTH CAUSE OF ACTION FOR  
VIOLATION False Claims Act Conspiracy Code, § 12651(a)(3)  
(AGAINST ALL DEFENDANTS)**

365. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 364, inclusive, as though fully set forth herein.

366. This is a claim for treble damages and penalties under the California False Claims Act, Government Code section 12650 et seq.

367. Defendants conspired to conceal, avoid and decrease an obligation to pay the State by submitting false and fraudulent claims within the meaning of Government Code section 12651, subdivision (a)(3). Each conspirator intended to defraud the State and County, and acted in furtherance of the conspiracy to defraud the State by participating in the schemes, set forth above, to falsely report to the State and various state agencies.

368. Defendants conspired to conceal, avoid and decrease an obligation to pay the State by submitting false and fraudulent claims within the meaning of Government Code section 12651, subdivision (a)(3). Each conspirator intended to defraud the State, and acted in furtherance of the conspiracy to defraud the State by participating in the schemes, set forth above, to falsely report to the State and various state and county agencies, including the public foreclosure and auction infrastructure and office.

369. As a proximate result of the above-described acts, the State has been injured by Defendants' conversion of State property and in the loss of tax payments in a specific amount to be determined at trial.

**XX**

**TWENTIETH CAUSE OF ACTION FOR  
VIOLATION CA False Claims Act, Presenting False Claims  
CA Government Code § 12651(a)(1) and/or § 12651(a)(2)  
and/or § 12651(a)(3) and/or § 12651(a)(8) and 12652 ( c)**

**(AGAINST DEFENDANTS GREENBERG, BJGA, WEBB,**

**TWKA)**

370. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 369, inclusive, as though fully set forth herein.

371. False Claims were made by Defendants in State Court

372. Defendants Webb, Greenberg, and BJGA sought to use the Court to effect three separate money transactions generating gains for Defendants:

- i) expungement of the Lis Pendens to facilitate receipt of \$2.5 million from re-sale of the Subject Property less than 4 months after buying the same property for \$1.77 million
- ii) Payment of \$3995 facilitated by the Court thru a motion made on April 24, 2013.
- iii) Payment of sanctions facilitated by the Court and thru a motion made on May 2, 2013.

373. Defendant Webb omitted disclosure to the Court and Clerk on April 17<sup>th</sup> that he had provided notification April 16<sup>th</sup> and set a formal Ex Parte hearing with Plaintiff for April 19<sup>th</sup>.



1 374. Defendant Webb misled Plaintiff's Attorney on April 27<sup>th</sup> by sending email  
2 claiming The lis penden document had been notarized. Webb fabricated this claim To  
3 mislead Plaintiff's attorney  
4

5 375. Defendant Webb filed motion with Court on April 18<sup>th</sup> that Defendant Webb  
6 knew was designed to mislead the Court . Such Motion omitted the fact that Webb had  
7 already filed a motion setting July 1, 2013 as the hearing date. Such motion further was a  
8 fraud on the court and part of Webb;s scheme to willfully mislead the Court.

9 376. The April 18, 2012 motion was misleading and omitted it was the identical  
10 purpose of the April 4, 2013 Motion previously setting the July 1, 2013 hearing date.

11 377. Thus Webb was claiming a good faith valid purpose for the motion when  
12 Webb knew there was no need to file the same purposed motion after the April 4, 2013  
13 Motion was filed for the exact purpose Webb claimed the April 18<sup>th</sup> motion was made.  
14

15 378. Webb also failed to correct the false claims or the fact the motion filed  
16 April 18, 2012 was surreptitious and unnecessary and misleading, thus creating an A8  
17 Violation.  
18

19 379. Webb further use fraudulent and misleading email sent to Plaintiff's  
20 attorney on April 27, 2013 claiming "sanctions" when there had been only Webb's  
21

22 380. Webb's April 24<sup>th</sup> motion claiming for sanctions against Plaintiff and  
23 Plaintiff atty became false and willfully misleading to court when Webb failed to  
24 withdraw motion when Webb knew:  
25  
26

- 27 i) Plaintiff's was in process according to Plaintiff's attorney Jones of finding  
28 new attorney and substituting Jones

1           ii)     Webb was not in good faith attempting to depose Plaintiff as claimed in April  
2           24, 2013 motion for sanctions/to compel deposition, but rather Plaintiff was  
3           focused on trying to get Plaintiff attorney to withdraw lis penden and to  
4           dismiss case. Since April 1, 2013, in fact Webb had not notified Plaintiff of a  
5           new deposition date.

6           381.     Defendant Webb omitted in motions to Court and in Demurrer and in  
7           hearing that Webb's client had taken possession of Plaintiff's private property and  
8           committed the violations of law cited herein underpinned by Webb's false Claim the State  
9           Unlawful Detainer had been dismissed by Plaintiff's attorney. In fact, Webb was aware  
10          this was false and Webb omitted these unlawful ongoing acts to State Court.  
11

12          382.     Defendants Webb, Greenberg, BJGA omitted from Court that the notice  
13          provided to Plaintiff for the May 7, 2013 hearing was insufficient and violated CA statutes  
14          and local rules of minimum notice. Specifically, causing Plaintiff to be in the untenable  
15          position to have to file an answer to Defendant's demurrer no later then April 24, 2013  
16          after only learning April 18, 2013 a demurrer hearing and expungement of lis penden  
17          hearing was to take place.  
18

19          383.     Defendants failed to disclose false statements and omissions to the  
20          State Court within a reasonable time after such discovery, and are in violation of  
21          Government Code section 12651, subdivision (a)(8).  
22

23          384. Defendants conspired submitting false and fraudulent claims within the  
24          meaning of Government Code section 12651, subdivision (a)(3). Each conspirator  
25          intended to defraud the State and acted in furtherance of the conspiracy to defraud the  
26          State by participating in the schemes, set forth above,  
27  
28

1 385. The conduct of Defendants, and each of them, violated Government Code  
2  
3 section 12651, subdivision (a)(1) and/or (a)(2). The CFCA imposes a penalty up to  
4 \$10,000 for each separate violation of the Act. See § 12651(a). As does the federal FCA,  
5 the California Act also imposes triple damage liability for violations. Id. In addition, the  
6 CFCA creates joint and several liability for acts committed by two or more persons. §  
7 12651(c). In *Fassberg Const. Co. v. Housing Authority of Los Angeles*, 2007 WL 1502834  
8 at \*7-\*13 (Cal.App.2 Dist. (May 24, 2007)), the court held that documents (specifically  
9 change orders and progress reports) submitted in order to get a false claim paid or  
10 approved (a violation of § 12651(a)(2))  
11  
12

13 As a result of Defendant's fraudulent conduct, Plaintiff has suffered compensatory,  
14 general and special damages in an amount according to proof at trial. Additionally,  
15 Defendant Webb had an obligation under CA Section 3294 and acted with malice, fraud  
16 and/or oppression and, thus, Plaintiff is entitled to an award of punitive damages.  
17  
18

## 19 **XXI**

### 20 **TWENTY FIRST CAUSE OF ACTION FOR**

### 21 **(FRAUD, DECEIT, CONCEALMENT)**

### 22 **(AGAINST RAY, GREENBERG, BJGA, WEBB, TWKA)**

23  
24 386. Plaintiff incorporates herein by reference the allegations made in paragraphs  
25 1 through 385, inclusive, as though fully set forth herein.  
26  
27  
28

1  
2 387. Defendants are guilty of Deceit under Civ. Code §1709 which states,

3 “One who willfully deceives another with intent to induce the other to alter his  
4 or her position to his or her injury or risk is liable for any damage suffered as a  
5 result of the deceit. “

6 i. There are four categories of deceit according to Civ. Code §1710:

- 7
- 8 1. the suggestion, as a fact, of that which is not true, by one who does not  
9 believe it to be true, commonly referred to as intentional misrepresentation;
  - 10 2. the assertion, as a fact, of that which is not true, by one who has no  
11 reasonable ground for believing it to be true, commonly referred to as  
12 negligent misrepresentation;
  - 13 3. the suppression of a fact, by one who is bound to disclose it or who gives  
14 information of other facts which are likely to mislead for want of  
15 communication of that fact, commonly referred to as concealment; and
  - 16 4. a promise, made without any intention of performing it, commonly referred  
17 to as false promise.

18 388. Based on information and belief, Defendant Ray deceived Plaintiff by  
19 promising to abide by the terms of the lease agreement including to vacate the Subject  
20 Property after the expiration of the lease term on November 30, 2012. Instead Ray had no  
21 intention of performing according to the lease agreement and unlawfully detained subject  
22 property.

23 389. Based on Information and belief, Defendant Ray deceived Plaintiff by  
24 omitting his knowledge of the notice of public auction sale set for December 13, 2012  
25 when Ray refused to allow Plaintiff to inspect the Subject Property on December 9, 2012  
26 and concealed Ray’s knowledge of the public sale date in email on December 9, 2012.  
27  
28

1           390. As a result of Defendant fraudulent conduct, Plaintiff has suffered  
2  
3 compensatory, general and special damages in an amount according to proof at trial.  
4 Additionally, Defendant acted with malice, fraud and/or oppression and, thus, Plaintiff is  
5 entitled to an award of punitive damages.  
6

7           **391.** Based on information and belief, Defendant Greenberg and BJG Associates  
8  
9 deceived Plaintiff by sending documents to Plaintiff's attorney handling the unlawful  
10 detainer matter in January 2013 that contained a false and fabricated mailing address for  
11 BJG Associates. When Plaintiff attempted to serve legal documents at such address,  
12 Plaintiff's legal server informed Plaintiff that such address did not address and legal server  
13 was unable to serve legal notices, motions, and a quiet title complaint in a timely fashion.  
14

15           392. Defendant Webb and his law firm Tulles, deceived Plaintiff by sending a  
16  
17 letter on March 17, 2012, that claimed Plaintiff's attorneys had dismissed the unlawful  
18 detainer complaint.  
19

20           393. Defendant Greenberg and BJG Associates deceived Plaintiff by claiming in  
21 an email that Plaintiff had dismissed Plaintiff's unlawful detainer CA State action.  
22

23           394. Defendant Webb deceived Plaintiff on and between April 17 and April 19,  
24 2013 when Webb "formally notified" Plaintiff's attorney of an ex parte hearing set for  
25 April 19, 2013.  
26

27           395. However, Webb concealed the fact he planned and did go to the Court and  
28 Clerk on April 18, 2013 without first disclosing this plan and scheme first to Plaintiff's  
Attorney.

1           396. Defendant Greenberg, BJG Associates, Webb, and Tulles, deceived Plaintiff  
2  
3 when such Defendants cancelled the Ex Parte hearing on April 18, 2013 and concealed the  
4 fact they had misled Clerk and planned to create a scheme to deprive Plaintiff of minimum  
5 notice for a demurrer hearing.  
6

7           397. Defendant Greenberg, BJG Associates, Webb, and Tulles firm deceived  
8 Plaintiff and Plaintiff's attorney by claiming on a public post accessible to the public on  
9 Facebook made on April 27, 2013, that "sanctions" had been filed against Plaintiff and  
10 Plaintiff's attorney without disclosing it was solely Webb that had made such motion for  
11 sanctions.  
12

13           398. Defendant falsely and fraudulently represented to the Court and Clerk the  
14 facts related to the May 7, 2013. However, the truth was that Defendant Webb had  
15 already noticed and filed an amended motion setting the date of the hearing on the lis  
16 penden for July 1,2 2013.  
17  
18

19           399. Defendant concealed the true facts for the purpose of defrauding Plaintiff.  
20

21           400. Defendant made the above-referenced false representations, concealments  
22 and non-disclosures with knowledge of the misrepresentations, intending to induce  
23 Plaintiffs' reliance, which the unsuspecting Plaintiff justifiably relied upon, resulting in  
24 general and special damages. Plaintiff was unaware of the true facts. Had Plaintiffs  
25 known the true facts, Plaintiff would have been able to quickly provide the evidence of  
26 how Defendant Webb induced, bribed, threatened, or extorted the "Clerk" to docket the  
27 May 7, 2013 hearing which  
28

1 deprived Plaintiff of time to make certain motions Plaintiff was entitled a right to make,  
2 including but not limited to an amended second complaint.  
3

4 401. As a result of the above alleged wrongs, Plaintiff has suffered general and  
5 special damages in an amount to be determined at trial.  
6

7 **XXII**

8 **TWENTY SECOND CAUSE OF ACTION FOR**

9 **(FRAUDULENT CONVEYANCE)**

10 **(AGAINST ALL DEFENDANTS)**  
11

12 402. . Plaintiff incorporates herein by reference the allegations made in paragraphs  
13 1 through 401, inclusive, as though fully set forth herein.  
14

15 403. The Uniform Fraudulent Transfer Act (UFTA), which is codified in Civil  
16 Code section 3439 et seq., provides that a “fraudulent conveyance is a transfer by the  
17 debtor of property to a third person undertaken with the intent to prevent a creditor from  
18 reaching that interest to satisfy its claim.” One of the remedies for a fraudulent  
19 conveyance, as set forth in California Civil Code section 3439.07(a)(1), provides that a  
20 creditor can void the transfer or obligation to the extent necessary to satisfy the creditor’s  
21 claim. Thus, the Supreme Court concluded that, if successful, the result of a fraudulent  
22 conveyance claim can be the voiding of a transfer of title to specific real property. As  
23 stated by the Supreme Court: By definition, the voiding of the transfer of real property will  
24 affect title to or possession of real property. Therefore, a fraudulent conveyance action  
25 seeking avoidance of a transfer under subdivision (a)(1) of Civil Code section 3439.07  
26 clearly “affects title to, or the right to possession of” . . . real property and is therefore a  
27 real property claim for the purpose of lis pendens statutes.  
28

404. As a direct and proximate result of the negligence and carelessness of Defendant as set forth above, Plaintiff wasted several critical months which could have been used to stop the foreclosure of their property through negotiation or legal action resulting in general and special damages to Plaintiffs in an amount to be determined at trial.

i. As a result of the above alleged wrongs, Plaintiff has suffered general and special damages in an amount to be determined at trial.

## XXIII

**TWENTY THIRD CAUSE OF ACTION FOR  
BREACH OF CONTRACT  
(AGAINST DEFENDANT RAY)**

405. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 404, inclusive, as though fully set forth herein.

406. Defendant Ray breached the lease agreement by failing to make payments, failing to allow inspection, and unlawfully detaining property after the expiration of the term of the lease, the result of which led to the Foreclosing Defendants eventually foreclosing on the Subject Property.

407. As a proximate result of Defendant Ray breaches, Plaintiff has suffered general, compensatory, and punitive damages in an amount to be proven at trial.

## XXIV

## TWENTY FOURTH CAUSE OF ACTION FOR



1                   **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**  
2  
3                                   **DEALING**  
4                                   **(AGAINST DEFENDANT RAY)**

5           408. Plaintiff incorporates herein by reference the allegations made in paragraphs  
6  
7 1 through 407, inclusive, as though fully set forth herein.

8           409. Every contract imposes upon each party a duty of good faith and fair dealing  
9  
10 in its performance and its enforcement. This implied covenant of good faith and fair  
11 dealing requires that no party will do anything that will have the effect of impairing,  
12 destroying, or injuring the rights of the other party to receive the benefits of their  
13 agreement. The covenant implies that in all contracts each party will do all things  
14 reasonably contemplated by the terms of the contract to accomplish its purpose. This  
15 covenant protects the benefits of the contract that the parties reasonably contemplated  
16 when they entered into the agreement.  
17

18  
19           410. Defendant Ray did not act in good faith and did not deal fairly with Plaintiff  
20 in connection with the lease agreement and refused to allow Plaintiff inspection of subject  
21 property and later refused to vacate the property after the term expired.  
22

23           411. The Defendant enjoyed substantial discretionary power affecting the rights  
24 and property of Plaintiff during the events alleged in this Complaint. Ray was required to  
25 exercise such power in good faith.  
26  
27  
28

412. Defendant Ray engaged in such conduct to enjoy benefits such as free rent, free use of Plaintiff's property, and payment from Defendants Greenberg and BJG Associates LLC.

413. Defendant Ray allowed Defendant BJB Associates LLC to acquire the Subject Property despite its large positive equity at a below market price by effectively rigging the public auction foreclosure sale process. These actions were a bad faith breach of the contract between Plaintiff and the Defendant which showed Ray had no intention of performing the contract in good faith.

414. As a result of Defendant Ray's breaches of this covenant, Plaintiff has suffered general and special damages in an amount to be determined at trial.

## XXV

**TWENTY FIFTH CAUSE OF ACTION FOR  
VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE  
SECTIONS 17200 ET SEQ.**

**(AGAINST DEFENDANTS GREENBERG, BGJA, WEBB, TWKA)**

415. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 414, inclusive, as though fully set forth herein.

416. The above described acts by Defendants constitute unfair competition within the meaning of Business & Professions Code section 17200, in that they include, but are not limited to the following:

a. Defendants falsely reported to the State Court the prior Motions filed;

b. Defendants failed to inform the Court that Defendants had unlawfully taken possession of Plaintiff's real property and were extorting him.

c. Defendants made false statements and submitted false records to the Court and other government entities such as omitting to the Clerk that an ex parte had been notice for April 19<sup>th</sup> when Webb went to meet with the Clerk on April 18, 2013.

d. Defendants violated Government Code section 12650 et seq.;

417. As a result of the above alleged wrongs, Plaintiff has suffered general and special damages in an amount to be determined at trial.

## **XXVI**

### **TWENTY SIXTH CAUSE OF ACTION FOR TORTIOUS INTERFERENCE (AGAINST DEFENDANT RAY)**

418. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 417, inclusive, as though fully set forth herein.

419. Plaintiff was owner of Subject Property.

420. Defendants tortiously interfered with Plaintiff's rights under following CA civil codes to dispose of, rent property:

- i. 679. The ownership of property is absolute when a single person has the absolute dominion over it, and may use it or dispose of it according to his pleasure, subject only to general laws.

iii. 697. A future interest is not void merely because of the improbability of the contingency on which it is limited to take effect.

iii. 688. In respect to the time of enjoyment, an interest in property is either: 1. Present or future; and, 2. Perpetual or limited.

iv. 689. A present interest entitles the owner to the immediate possession of the property

v. 690. A future interest entitles the owner to the possession of the property only at a future period.

421. Specifically Plaintiff was harmed as a result of :

i. Defendant Ray's refusal to vacate Subject Property after term of lease had expired, refusal to allow physical inspection by Subject Owner four days before public sale, and failure to disclose notice of public sale posted at Subject Property during this period. Defendant Ray's actions made it impossible for Plaintiff to get the benefits and rights of the mortgage that existed between Plaintiff, Subject Property, and foreclosing Defendants.

ii. Defendants Greenberg and BJGA knowing Plaintiff had an ongoing unlawful detainer to gain possession of Subject Property, tortiously interfered with Plaintiff's rights by taking physical possession of property unlawfully and stealing Plaintiff's business

1 and personal possessions, later extorting Plaintiff. Defendants also ignored the fact that  
2  
3 Plaintiff had signed a new lease agreement with a 3<sup>rd</sup> party in December 2012 before  
4 public sale had occurred.

5 422. Plaintiff has suffered general and special damages in an amount to be  
6  
7 determined at trial.

8 **XXVII**

9  
10 **TWENTY SEVENTH CAUSE OF ACTION FOR**  
11 **TRESSPASSING AND VIOLATION OF CA STATUE 1160,**  
12 **1701,17098**

13 **(AGAINST DEFENDANTS RAY, GREENBERG, BJGA, WEBB,)**

14 423. Plaintiff incorporates herein by reference the allegations made in paragraphs  
15  
16 1 through 422, inclusive, as though fully set forth herein.

17 424. "Every person is guilty of a forcible detainer who either:

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

21 425. Defendants stopped Plaintiff from receipt of mail sent to Subject Property  
22 addressed to Plaintiff from Foreclosing Defendants, violating **Sec. 1701.**

23 **Obstruction of mails generally which states,**

24  
25 "Whoever knowingly and willfully obstructs or retards the passage of the mail, or  
26 any carrier or conveyance carrying the mail, shall be fined under this title or imprisoned  
27 not more than six months, or both." And violations of 18 U.S.C. § 1708 (theft of the U.S.  
28 mail by stealing taking, or by fraud or deception)"

1  
2 **426. Defendants also violated Sec. 1708. Theft or receipt of stolen mail**  
3 **matter generally**  
4

5 “Whoever steals, takes, or abstracts, or by fraud or deception obtains, or  
6 attempts so to obtain, from or out of any mail, post office, or station thereof, letter  
7 box, mail receptacle, or any mail route or other authorized depository for mail  
8 matter, or from a letter or mail carrier, any letter, postal card, package, bag, or mail,  
9 or abstracts or removes from any such letter, package, bag, or mail, any article or  
10 thing contained therein, or secretes, embezzles, or destroys any such letter, postal  
11 card, package, bag, or mail, or any article or thing contained therein; or  
12

13  
14 Whoever steals, takes, or abstracts, or by fraud or deception obtains any letter,  
15 postal card, package, bag, or mail, or any article or thing contained therein which  
16 has been left for collection upon or adjacent to a collection box or other authorized  
17 depository of mail matter; or  
18

19  
20 Whoever buys, receives, or conceals, or unlawfully has in his possession, any letter,  
21 postal card, package, bag, or mail, or any article or thing contained therein, which  
22 has been so stolen, taken, embezzled, or abstracted, as herein described, knowing  
23 the same to have been stolen, taken, embezzled, or abstracted—  
24

25 Shall be fined under this title or imprisoned not more than five years, or both.

26 427. As a result of the above alleged wrongs, Plaintiff has suffered general,  
27 special, and punitive damages in an amount to be determined at trial.  
28

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**XXVIII**

**TWENTY EIGHTH CAUSE OF ACTION FOR  
VIOLATION CA PENAL CODE 502 COMPUTER MISUSE  
(AGAINST DEFENDANTS RAY, GREENBERG, WEBB, BJGA)**

428. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 427, inclusive, as though fully set forth herein.

429. Under CA Statue 502, Plaintiff has private right of action,

“(e)(1) In addition to any other civil remedy available, the owner or lessee of the computer, computer system, computer network, computer program, or data who suffers damage or loss by reason of a violation of any of the provisions of subdivision (c) may bring a civil action against the violator for compensatory damages and injunctive relief or other equitable relief. Compensatory damages shall include any expenditure reasonably and necessarily incurred by the owner or lessee to verify that a computer system, computer network, computer program, or data was or was not altered, damaged, or deleted by the access.”

430. Defendants thru their despicable conduct violated 502(1) which states,

“any person who commits any of the following acts is guilty of a public offense:

(1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.

(2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.

(3) Knowingly and without permission uses or causes to be used computer services

4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or

1 exist internal or external to a computer, computer system, or computer network.

2  
3 (5) Knowingly and without permission disrupts or causes the disruption of  
4 computer services or denies or causes the denial of computer services to an  
5 authorized user of a computer, computer system, or computer network.

6 431. Defendant Ray specifically violated 502(6) provision by giving access to  
7 Defendant Greenberg, Webb and BJG Associates of the Plaintiff's property located in  
8 private garage adjacent to house located on Subject Property, which states,

9  
10 "(6) Knowingly and without permission provides or assists in providing a means  
11 of accessing a computer, computer system, or computer network in violation of this  
12 section.

13 432. Defendants admitted they accessed Plaintiff's computers and admitted they  
14 broke or knew the computers were broken. Defendants were trespassing at the time they  
15 violated the Penal code cited herein. Plaintiff is due exemplary damages under  
16

17 "(4) In any action brought pursuant to this subdivision for a willful violation of  
18 the provisions of subdivision (c), where it is proved by clear and convincing evidence  
19 that a defendant has been guilty of oppression, fraud, or malice as defined in  
20 subdivision (c) of Section 3294 of the Civil Code, the court may additionally award  
21 punitive or exemplary damages."

22 433. As a result of the above alleged wrongs, Plaintiff has suffered general and  
23 special damages in an amount to be determined at trial as well as punitive and exemplary  
24 damages as stated under 502(4) for and because Defendants are guilty of "oppression,  
25 fraud, or malice"

26 434. The statute also under 502(2) provides for "reasonable attorney's fees"

27 435. Plaintiff also seeks relief under 502((g) which states,  
28



1 “ Any computer, computer system, computer network, or any software or  
2 data, owned by the defendant, that is used during the commission of any  
3 public offense described in subdivision (c) or any computer, owned by the  
4 defendant, which is used as a repository for the storage of software or data  
5 illegally obtained in violation of subdivision (c) shall be subject to forfeiture,  
6 as specified in Section 502.01.

7 **XXIX**

8 **TWENTY NINTH CAUSE OF ACTION FOR**

9 **VIOLATION CODE 637.2 AND SPECIFIC RELIEF**

10 **(AGAINST DEFENDANTS RAY, GREENBERG, BJGA, WEBB,)**

11  
12 436. Plaintiff incorporates herein by reference the allegations made in paragraphs 1  
13 through 435, inclusive, as though fully set forth herein.

14  
15 437. Plaintiff seeks relief under CA Statue 631, 632, 634, 637, and/or 637.1, based  
16 on under CA Statue 637.2 which states,

17 “(a) Any person who has been injured by a violation of this chapter may bring an  
18 action against the person who committed the violation for the greater of the  
19 following amounts:

20 (1) Five thousand dollars (\$5,000).

21 (2) Three times the amount of actual damages, if any, sustained by the plaintiff.”

22  
23 438. Plaintiff also under CA Statue 637.2(b) petitions Court to

24 “enjoin and restrain” Defendants from further violations.

25  
26 439. Defendants violated 631, 632, 634, 637, and/or 637.1 which statues state:

27 “Any person who, by means of any machine, instrument, or contrivance, or in any  
28 other manner, intentionally taps, or makes any unauthorized connection, whether  
physically, electrically, acoustically, inductively, or otherwise, with any telegraph  
or telephone wire, line, cable, or instrument, including the wire, line, cable, or

instrument of any internal telephonic communication system, or who willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or who uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained, or who aids, agrees with, employs, or conspires with any person or persons to unlawfully do, or permit, or cause to be done any of the acts or things mentioned above in this section, is punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail not exceeding one year, or by imprisonment pursuant to subdivision (h) of Section 1170, or by both a fine and imprisonment in the county jail or pursuant to subdivision (h) of Section 1170.

632. (a) Every person who, intentionally and without the consent of all parties to a confidential communication, by means of any electronic amplifying or recording device, eavesdrops upon or records the confidential communication, whether the communication is carried on among the parties in the presence of one another or by means of a telegraph, telephone, or other device, except a radio, shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500), or imprisonment in the county jail not exceeding one year, or in the state prison, or by both that fine and imprisonment. If the person has previously been convicted of a violation of this section or Section 631, 632.5, 632.6, 632.7, or 636, the person shall be punished by a fine not exceeding ten thousand dollars (\$10,000), by imprisonment in the county jail not exceeding one year, or in the state prison, or by both that fine and imprisonment.

(c) The term "confidential communication" includes any communication carried on in circumstances as may reasonably indicate that any party to the communication desires it to be confined to the parties thereto,

634. Any person who trespasses on property for the purpose of committing any act, or attempting to commit any act, in violation of Section 631, 632, 632.5, 632.6, 632.7, or 636 shall be punished by a fine not exceeding two thousand five hundred dollars (\$2,500), by imprisonment in the county jail not exceeding one year or in the state prison, or by both that fine and imprisonment. If the person

has previously been convicted of a violation of this section or Section 631, 632, 632.5, 632.6, 632.7, or 636, the person shall be punished by a fine not exceeding ten

1 thousand dollars (\$10,000), by imprisonment in the county jail not exceeding one  
2 year or in the  
3 state prison, or by both that fine and imprisonment.

4 637. Every person not a party to a telegraphic or telephonic communication who  
5 willfully discloses the contents of a telegraphic or telephonic message, or any part  
6 thereof, addressed to another person, without the permission of that person, unless  
7 directed so to do by the lawful order of a court, is punishable by imprisonment  
8 pursuant to subdivision (h) of Section 1170, or in a county jail not exceeding one  
9 year, or by fine not exceeding five thousand dollars (\$5,000), or by both that fine  
10 and imprisonment.

11 637.1. Every person not connected with any telegraph or telephone office who,  
12 without the authority or consent of the person to whom the same may be directed,  
13 willfully opens any sealed envelope enclosing a telegraphic or telephonic message,  
14 addressed to another person, with the purpose of learning the contents of such  
15 message, or who fraudulently represents another person and thereby procures to be  
16 delivered to himself any telegraphic or telephonic message addressed to such other  
17 person, with the intent to use, destroy, or detain the same from the person entitled to  
18 receive such message, is punishable as provided in Section 637.”

19 440. Specifically, Defendant Ray in November 2012, while unlawfully detaining  
20 Subject Property and a defendant in an unlawful detainer action by Plaintiff, after  
21 Breaching the lease agreement for nonpayment and other breaches, Ray opened and/or  
22 read confidential communications sent or delivered by one or more of foreclosing  
23 defendants to Plaintiff related to the subject of Plaintiff’s mortgage and/or the December  
24 2012 foreclosure public sale. Defendant Ray hid such information and communications  
25 and the topics revealed from such communications from lawful recipient, Plaintiff.

26 441. Based on information and belief, Defendants Greenberg and BJG Associates  
27 participated the unlawful violations of these statutes by making use of the information that  
28 Ray passed on directly or thru a related party.

442. Defendants Greenberg, BJG Associates, and Ray all trespassed on property

1  
2 after the public sale in December 2012 thru the present date and further opened and read  
3 communications, further violating these statutes.

4  
5 443. As a result of the above alleged wrongs, Plaintiff has suffered general and  
6 special damages in an amount to be determined at trial.

7  
8 **XXX**

9 **THIRTIETH CAUSE OF ACTION FOR**  
10 **VIOLATION HOBBS ACT SECTION 1951 (b) (2)**  
11 **(AGAINST DEFENDANTS RAY, GREENBERG, BJGA, WEBB,**  
12 **TWKA)**

13  
14 444. Plaintiff incorporates herein by reference the allegations made in paragraphs  
15 1 through 443, inclusive, as though fully set forth herein.

16  
17 445. Defendants violated or aided and abetted the violation of the Hobbs Act,  
18 which makes it a crime to obstruct, delay, or affect interstate commerce “by robbery or  
19 extortion” — and which defines “extortion” as “the *obtaining of property* from another,  
20 with [the owner’s] consent,” where such consent is “induced by wrongful use of actual or  
21 threatened force, violence, or fear” (18 U.S.C. § 1951 (b) (2) (emphasis added)) —  
22

23  
24 Section 1951 (b) (2) provides:

25 The term “extortion” means “the obtaining of property from another, with his  
26 consent, induced by wrongful use of actual or threatened force, violence, or  
27 fear, or under color of official right.” (emphasis added).  
28

1 446. As a result of the above alleged wrongs, Plaintiff has suffered general and  
2 special damages in an amount to be determined at trial.  
3

4 **XXXI**

5 **THIRTY FIRST CAUSE OF ACTION FOR**  
6  
7 **CONVERSION, LARCENY, FALSE PRETENSES, DAMAGE TO**  
8 **PROPERTY**  
9 **(AGAINST DEFENDANTS RAY, GREENBERG, BJGA, WEBB )**

10 447. Plaintiff incorporates herein by reference the allegations made in paragraphs  
11 1 through 446, inclusive, as though fully set forth herein.

12 448. At all times herein mentioned, Plaintiff is entitled to the possession of the  
13 following personal property, namely:  
14

- 15 i) Over \$1,000,000 of furniture including couches, beds, lamps, that  
16 was inside Subject Property.
- 17 ii) Over 20 computers and 20 sets of related computer equipment  
18 worth over \$500,000
- 19 iii) Over 20 file cabinets with critical business and personal  
20 documents
- 21 iv) Over 30 boxes of personal photos and
- 22 v) Over 15 boxes of business records
- 23 vi) Over 4 copiers
- 24 vii) Over \$500,000 of clothes
- 25 viii) Over \$500,000 of kitchen appliances
- 26 ix) Over \$500,000 of consumer electronic products

27 449. On or about July 2012, in California, the above-mentioned property had a  
28 value of over \$3,000,000

450. On or about July 2012, defendant Ray took the above-mentioned property  
from plaintiff's possession and converted the same to Ray's own use. Later, Ray colluded  
and aided and abetted transferring the property to Defendant Greenberg, BJGA, Webb,

1 and TWKA to continue the unlawful conversion and extortion.

2  
3 451. On or about July 3, 2012, plaintiff demanded the immediate return of the  
4 above-mentioned property but defendants failed and refused, and continue to fail and  
5 refuse, to return the property to plaintiff. Plaintiff learned Defendants Greenberg, BJGA,  
6 Webb took possession of same such real property and began demands for return of  
7 personal and business property starting in March 2013. Defendants fraudulently concealed  
8 to the Court it was continuing such unlawful conduct when filing for demurrer.

9  
10 452. As a proximate result of defendant's conversion, plaintiff suffered the  
11 following damages which are the natural, reasonable, and proximate results of the  
12 conversion: loss of ability to conduct business, complete taxes, and personal use of  
13 property all to plaintiff's damage in the sum of \$10,000,000.

14  
15 453. Between the time of defendant's conversion of the above-mentioned  
16 property to Ray's own use and the filing of this action plaintiff expended the following  
17 time and money in pursuit of the converted property, all to plaintiff's further damage in the  
18 sum of \$100,000.

19  
20 454. Plaintiff also makes claim for damages under Civ. Code §3420. Defendants'  
21 conversion of Plaintiff's documents created significant losses for Plaintiff.

22  
23 455. The aforementioned acts of defendant were wilful, wanton, malicious, and  
24 oppressive, were undertaken with the intent to defraud, and justify the awarding of  
25 exemplary and punitive damages in the amount of \$1,000,000.

26  
27 456. Defendants knew they were converting 100% of Plaintiff's personal and  
28 business records and mail. Defendants had prior notice of the particular value of Plaintiff's

1 property and were “willful wrong-doers” under Civ. Code 3355, justifying the awarding  
2 of additional damages to be determined by trial.

3  
4 457. Plaintiff is also entitled recover for physical damage to private property  
5 under Section 19 of Article I of the California Constitution. Defendant Ray damaged the  
6 Subject Property causing the bid prices and value to be lower of the sale and Plaintiff was  
7 blocked from fixing such damage prior to the foreclosure sale by Ray’s unlawful acts.  
8

9  
10 **XXXIII**

11 **THIRTY THIRD CAUSE OF ACTION FOR**  
12 **VIOLATION Ca Constitution Article I Declaration Of Rights Section 7**  
13 **(AGAINST ALL DEFENDANTS )**  
14

15 458. Plaintiff incorporates herein by reference the allegations made in paragraphs  
16 1 through 457, inclusive, as though fully set forth herein.

17 459. Plaintiff’s constitutional rights under California Constitution Article I  
18 Declaration Of Rights Section 7 have been violated, the law states,  
19

20  
21 “SEC. 7. (a) A person may not be deprived of life, liberty, or property  
22 without due process of law California”  
23

24 As a result of the above alleged wrongs, Plaintiff has suffered general and special damages  
25 in an amount to be determined at trial.

26 **XXXIV**

27 **THIRTY FOURTH CAUSE OF ACTION FOR**  
28 **VIOLATION of Ca Constitution Article I Declaration Of Rights SEC. 13.**

1  
2 **(AGAINST ALL DEFENDANTS )**  
3  
4

5 460. Plaintiff incorporates herein by reference the allegations made in paragraphs  
6 1 through 459, inclusive, as though fully set forth herein.  
7

8 461. Plaintiff's rights under SEC. 13:  
9

10 "The right of the people to be secure in their persons, houses, papers, and  
11 effects against unreasonable seizures and searches may not be violated;"  
12 have been violated by all defendants."

13 462. As a result of the above alleged wrongs, Plaintiff has suffered general and  
14 special damages in an amount to be determined at trial.  
15

16 **XXXV**

17 **THIRTY FIFTH CAUSE OF ACTION FOR**  
18 **VIOLATION OF Ca Constitution Article I Declaration Of Rights Section 1**  
19

20 **(AGAINST ALL DEFENDANTS )**  
21

22 463. Plaintiff incorporates herein by reference allegations made in paragraphs 1  
23 through 462, inclusive, as though fully set forth herein.

24 464. Plaintiff's rights under California Constitution Article I Declaration Of  
25 Rights Section 1 have been violated by defendants. Section 1 states, "  
26

27 "All people are by nature free and independent and have  
28 inalienable rights. Among these are enjoying and defending life and



1 liberty, acquiring, possessing, and protecting property, and pursuing  
2 and obtaining safety, happiness, and privacy.”

3  
4 465. As a result of the above alleged wrongs, Plaintiff has suffered general and  
5 special damages in an amount to be determined at trial.  
6

7 **XXXVI**

8 **THIRTY SIXTH CAUSE OF ACTION**

9 **QUI TAM FOR RECOVERY BY LOS ANGELES CITY AND/OR COUNTY,**  
10 **CALIFORNIA STATE ATTORNEY GENERAL, VIOLATION CA False**  
11 **Claims Act and losses generated for State or Political institutions are to be**  
12 **shared with Plaintiff upon successful prosecution for Violation of Code §**  
13 **12651(a)(1) and/or § 12651(a)(2) and/or § 12651(a)(3) and/or § 12651(a)(8) and**  
14 **12652 ( c)**  
15

16  
17 **(AGAINST ALL DEFENDANTS )**  
18

19 466. Plaintiff incorporates herein by reference the allegations made in paragraphs  
20 1 through 465, inclusive, as though fully set forth herein.  
21

22 467. Under Code § 12652 ( c) : The California law also provides that private  
23 whistleblowers or Qui Tam plaintiffs may bring an action as a relator on behalf of the  
24 State or its political subdivisions, if local funds are involved in the False Claims. Gov.  
25 Code § 12652( c).  
26

27 468. As a result of the above alleged facts and information, Plaintiff seeks to share  
28

1 as Qui Tam in any proceeds generated from civil or criminal prosecutions of  
2  
3 aforementioned parties and or related public institutions that are responsible or aided and  
4 abetted any of the  
5 following:  
6

- 7 i. Bid Rigging of Subject Property, generating below fair  
8 market bids and/or sales result.
- 9  
10 ii. Unlawful or improper or willful Sales process foreclosing  
11 defendants are using that Plaintiff was but one victim of.  
12 Such scheme causes below fair market sales results,  
13 generating lower tax amounts for City and State and other  
14 political institutions
- 15  
16 iii. Harassing or obstruction of whistleblower or efforts to  
17 continue to actively aid political institution LACERS and its  
18 Federal Class Action claims from stock securities it held in  
19 2005 that now LACERS and its counsel have become aware  
20 of new undisposed antitrust claims that LACERS is  
21 beneficiary of.
- 22  
23  
24 **iv. Citizens living in Subject Property 90069 zip code and/or**  
25 **within two miles of Subject Property whose properties**  
26 **were all damaged by Defendant's bid rigging which**  
27 **lowered the value of their homes thru the artificial**  
28

1                                    **scheme by Bank of America which violated Code 17200 to**  
2  
3                                    **misidentify the bankruptcy status of Plaintiff, in order to**  
4                                    **effect the below fair market resale of Plaintiff's Subject**  
5                                    **Property in 90069 zip code. Each of the citizens, a 90069**  
6                                    **property holder was harmed and the State tax collections**  
7                                    **estimated from the 90069 will be less over at least next 24**  
8                                    **months vs. if the State Tax collections were not harmed**  
9                                    **by the Bank of America false "Bankruptcy" foreclosure**  
10                                   **scheme that Plaintiff was victim of.**  
11  
12

13                                    **XXXVIII**  
14

15                                    **THIRTY EIGHTH CAUSE OF ACTION FOR**  
16                                    **INJUNCTION UNDER 17204**  
17                                    **(AGAINST ALL DEFENDANTS)**  
18

19                                    473. Plaintiff incorporates herein by reference the allegations made in paragraphs  
20  
21 1 through 472, inclusive, as though fully set forth herein.

22                                    474. California Code 17204 allows for injunction stating,  
23                                    "Actions for relief pursuant to this chapter shall be prosecuted exclusively in a court  
24                                    of competent jurisdiction by the Attorney General or a district attorney or by a  
25                                    county counsel authorized by agreement with the district attorney in actions  
26                                    involving violation of a county ordinance, or by a city attorney of a city having a  
27                                    population in excess of 750,000, or by a city attorney in a city and county or, with  
28

1 the consent of the district attorney, by a city prosecutor in a city having a full-time  
2 city prosecutor in the name  
3  
4 of the people of the State of California upon their own complaint or upon the  
5 complaint of a board, officer, person, corporation, or association, or by a person  
6 who has suffered injury in fact and has lost money or property as a result of the  
7 unfair competition.”  
8

9 475. Plaintiff seeks the court to grant an injunction stopping and preventing further  
10 violations of 17200 and/or 17500 by defendants.  
11

12 **XXXIX**

13 **THIRTY NINTH CAUSE OF ACTION FOR**  
14 **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE**  
15 **SECTIONS 17200 OR IN THE ALTERNATIVE 17500 ET SEQ. AS A**  
16 **REPRESENTATIVE ACTION FOR ALL SIMILAR SITUATED CUSTOMERS OF**  
17 **BAC**  
18  
19

20 **(AGAINST DEFENDANTS BAC, Lozano, Ambani, Colbert,**  
21 **Gifford, Holliday, May, Moynihan, Powell, Rossotti)**  
22

23 476. Plaintiff incorporates herein by reference the allegations made in paragraphs  
24 1 through 475, inclusive, as though fully set forth herein.  
25

26 477. Plaintiff first claims Defendants BAC, Lozano, Ambani, Colbert, Gifford,  
27 Holliday, May, Moynihan, Powell, Rossotti, violated 17200 and/or 17500 thru their  
28 actions leading up to the December 13, 2012 public sale of Subject Property. These  
actions and practices have injured other similar situated property owners. As a

1  
2 representative action, Plaintiff seeks to prosecute such Defendants under 17200 and/or  
3 17500.

4 478. Secondly, Plaintiff seeks as a representative action to prosecute Defendants  
5 because BAC has made the following claims on its www.BankofAmerica.com website  
6 which will be found to be either fraudulent, misleading, and/or in violation of Statue  
7 17200 and 17500.

8 BAC CLAIM #1

9 “How We Support Homeownership. Supporting the home buying and refinancing  
10 needs of our customers is a key part of how we deliver the full benefits of the bank.  
11 In addition to purchase mortgage financing, we provide customers the ability to  
12 refinance their mortgage, which in many cases provides lower interest rates and  
13 helps to lower their monthly mortgage payments. We are fully committed to  
14 providing our customers with the benefits of refinancing through our continued  
15 execution of the U.S. government’s Home Affordable Refinance Program  
16 (HARP).”

17 BAC CLAIM #2

18 “How We Help Customers Who Need Mortgage Assistance. Our goal is to help  
19 customers remain in their home or otherwise avoid foreclosure whenever possible.  
20 Since January 2008 we have helped prevent more than 1.3 million foreclosures by  
21 providing customers loan modifications, short sales and deeds in lieu of  
22 foreclosure.”

23 BAC CLAIM #3

24 “For customers in need of mortgage assistance, we provide a single point of contact  
25 to help them understand the available options and identify an appropriate solution.  
26 Currently more than 800,000 customers are assigned to a single point of contact. “  
27

28 BAC CLAIM #4

1  
2 “How We Help Customers Stay in Their Homes. We have an array of programs  
3 with tools designed to make mortgage payments more affordable for our customers,  
4 including reduction in interest rate, forbearance of mortgage principal and interest,  
5 and mortgage principal reduction. To date, we have completed more than 1 million  
6 modifications for our customers, including through the government’s Home  
7 Affordable Mortgage Program (HAMP) and our own proprietary programs.”

8 BAC CLAIM #5

9 “We are an industry leader in developing and participating in specialized programs  
10 for borrowers in need of assistance, including programs for military  
11 servicemembers, as well as unemployment, reinstatement and principal-reduction  
12 programs through the Hardest Hit Fund. In addition, under terms of the global  
13 settlement between mortgage servicers and state attorneys general, Department of  
14 Justice and other federal agencies, we are developing additional consumer relief  
15 programs, including principal reduction offers, and interest rate reduction and  
16 second lien modification programs.

17 BAC CLAIM #6

18 “How We Offer Other Alternatives to Foreclosure. In cases where a customer is  
19 unable to qualify for a loan modification or is no longer interested in remaining in  
20 their home, our goal is to help them transition from their home without going  
21 through foreclosure. We offer a variety of short sale and deed-in-lieu of foreclosure  
22 programs that have helped hundreds of thousands of customers to avoid foreclosure  
23 over the past several years. In many cases, these programs provide funds to help  
24 with relocation to new housing, including a short sale relocation assistance program  
25 that provides from \$2,500 to \$30,000 to qualifying customers. We are also piloting  
26 a Mortgage to Lease™ program, which allows a limited number of eligible  
27 customers facing foreclosure an opportunity to resolve their delinquency through a  
28 deed-in-lieu of foreclosure, but remain in their homes as tenants.”

1  
2 BAC CLAIM #7

3 “How We Help Stabilize Communities. We recognize the impact that the housing  
4 market downturn has had on our communities and are committed to supporting the  
5 recovery of our neighborhoods. Through our support of the Neighborhood  
6 Stabilization Program (NSP), we provide nonprofit groups and community  
7 organizations the ability to purchase bank-owned properties at a discounted rate so  
8 they can be provided to new homeowners.

9 BAC CLAIM #8

10 “Adjustable-Rate Mortgage (ARM). A mortgage or home equity loan in  
11 which your interest rate and monthly payments may change periodically during the  
12 life of the loan, based on the fluctuation of an index. Lenders may charge a lower  
13 interest rate for the initial period of the loan. Most ARMs have a rate cap that limits  
14 the amount the interest rate can change, both in an adjustment period and over the  
15 life of the loan. Also called a variable-rate mortgage.

16 BAC CLAIM #9

17 “Broker Price Opinion (BPO). The estimated value of your property as  
18 determined by a Real Estate Broker, firm or other qualified individual.

19 BAC CLAIM #10

20  
21 .Buyer's Closing Costs (BCCs)The costs that a seller may pay on behalf of a  
22 buyer. Non-recurring costs are one-time costs such as escrow, title insurance and  
23 loan fees. Recurring costs are those that do not end, such as property taxes and/or  
24 insurance.”

25 BAC CLAIM #11

26 Capitalization. Used to bring a loan in default current by adding delinquent  
27 and unpaid interest, fees and/or escrow advances to the unpaid principal balance of  
28 the loan.

BAC CLAIM #12

1  
2 Cash Contribution. Depending upon your financial situation and at the  
3 investor's discretion, a cash contribution or promissory note for future payment may  
4 be requested. A contribution does not always imply that the remaining deficiency  
5 will be waived.

6 BAC CLAIM #13

7 “Deferment (also known as Forbearance). If you are facing a temporary  
8 hardship, your lender may offer you a deferment. A deferment is a postponement of  
9 your home loan payments for a set period of time. This does not release you from  
10 having to pay interest on those amounts, but you can defer or postpone having to  
11 make those payments for an agreed-upon number of months as temporary relief  
12 during a hardship period. After that period is over, your lender will work with you  
13 to develop a repayment plan that allows you to make your regularly scheduled  
14 mortgage payments plus pay off these deferred payments over time.”

15 BAC CLAIM #14

16 “Escrow. This is where your lender collects part of your mortgage payment in a  
17 special account to pay your taxes and insurance premiums when they become due.  
18 The amount in this account is based on the estimated amount necessary to pay these  
19 obligations each year.”

20 BAC CLAIM #15

21 “Fair Market Value (FMV). The likely selling price of a home between a willing  
22 buyer and a willing seller on the open market. The Fair Market Value is usually  
23 determined by an Appraiser for a new mortgage or home equity loan. For a short  
24 sale, a specialist works on behalf of the investor to get the best possible fair market  
25 value.”

26 BAC CLAIM #16

27 “Forbearance. A temporary agreement between you and your lender to  
28 postpone your loan payments for a set period of time during a temporary hardship.



1 Acceptable hardships may vary from case to case and can include job loss, illness,  
2 divorce, etc. At the end of the postponement, you can choose to pay the overdue  
3 payments with a one-time payment, add the past due amount to the back-end of  
4 your mortgage, or increase the amount of your monthly mortgage payments until  
5 the past due amount is repaid.”

6 BAC CLAIM #17

7 “Home Affordable Modification Program (HAMP). Part of the Federal  
8 Government’s Making Home Affordable (MHA) program and backed by  
9 government incentives, the Home Affordable Modification program offers loan  
10 modifications that help create affordable and sustainable monthly mortgage  
11 payments. All modifications begin on a trial basis but are made permanent after you  
12 successfully make trial period payments over a 3-month period and provide all  
13 required documentation that supports eligibility for the program.

14 BAC CLAIM #18

15 “Home Affordable Refinance Program (HARP).Part of the Federal  
16 Government’s Making Home Affordable (MHA) program, the Home Affordable  
17 Refinance program was developed to help you if you’re having trouble keeping  
18 current on your mortgage payments and don’t qualify for a traditional refinance.  
19 The Home Affordable Refinance program allows borrowers who qualify to  
20 refinance their loans even when the market value of the home is lower than the  
21 mortgage amount owed on the home.””””

22 BAC CLAIM #19

23 “Investor. The person or institution that owns the mortgages or mortgage-  
24 backed securities, providing the funds that the homeowner is able to borrow  
25 to purchase a property. Many loans have multiple investors, and each investor  
26 can set different policies regarding available remedies for loans in default.”

27 BAC CLAIM #20

1 “Investor Decision. If you choose to sell your home for less than what is  
2 owed on the mortgage in a short sale, your loan servicer must obtain approval  
3 from the owner of your mortgage. The investor will make a 'yes' or 'no'  
4 decision that Bank of America is legally obligated to follow.”  
5

6 BAC CLAIM #21

7 “Loan Modification. A loan modification is a change to the original terms of your  
8 loan. Loan modifications could include lowering your interest rate, extending the  
9 term or maturity date of the loan, moving from an adjustable to a fixed-rate loan,  
10 deferring some portion of the unpaid principal balance to the end of the loan, and/or  
11 forgiving some portion of the unpaid principal balance.

12 BAC CLAIM #22

13 “Loss Mitigation. Loss mitigation is the process of you and your lender  
14 working together to come up with a solution for avoiding foreclosure when  
15 possible. Includes home retention options as well as short sale or deed in lieu of  
16 foreclosure.”

17 BAC CLAIM #23

18 “Marketability. Marketability refers to the “sale-ability” of your home. The  
19 marketability of your house is based on its location, size, condition and the  
20 condition of the local housing market in general.”

21 BAC CLAIM #24

22 “Modification. A loan modification is a change to the original terms of your loan.  
23 Loan modifications could include lowering your interest rate, extending the term or  
24 maturity date of the loan, moving you from an adjustable to a fixed-rate loan,  
25 deferring some portion of the unpaid principal balance to the end of the loan, and/or  
26 forgiving some portion of the unpaid principal balance.”

27 BAC CLAIM #25  
28

1  
2 “Partial Claim. A partial claim is a no-interest or low-interest loan given to you by a  
3 lender to help you pay back any missing or partial mortgage payments and default-  
4 related fees. This is a one-time only loan. The partial claim loan is paid back when  
5 your mortgage loan is paid off.”

6 BAC CLAIM #26

7 “Reconciled Value. A comparison of the last appraisal with a current broker price  
8 opinion (BPO) to update the current market value of a property. Once received, this  
9 value is good for up to 90 days and supersedes the original appraisal for marketing  
10 purposes.”

11 BAC CLAIM #27

12 “Redemption Period. The redemption period takes place after foreclosure sale of a  
13 home in certain states where a homeowner cannot be removed or evicted from their  
14 home. This provides the homeowner additional time to pay off the loan in full to  
15 avoid foreclosure.”

16 BAC CLAIM #28

17 “Refinance. Paying off your existing loan with the proceeds from a new loan in  
18 order to take advantage of lower interest rates and other more favorable loan terms.”

19 BAC CLAIM #29

20 “Repayment Plan. If you are behind on your payments, your lender may agree to a  
21 repayment plan that allows you to make your regularly scheduled mortgage  
22 payments, plus pay off a portion of the past due amounts over time”

23  
24 479. As a result of the above alleged wrongs, Plaintiff and those similarly situated  
25  
26 have suffered general, special, and punitive damages in an amount to be determined at  
27  
28 trial.

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4 **FOURTIETH CAUSE OF ACTION FOR**  
5 **VIOLATION OF CALIFORNIA CODE SECTION 3479**  
6  
7 **(AGAINST FORECLOSING DEFENDANTS AND RAY)**

8 480. Plaintiff incorporates herein by reference the allegations made in paragraphs  
9 1 through 479, inclusive, as though fully set forth herein.

10 481. Actions of Foreclosing Defendants and Ray violated CA Code Section 3479  
11 which holds that actions that cause a nuisance are unlawful. Section 3479 defines a  
12 nuisance as,  
13

14 “Anything which is injurious to health, including, but not limited to, the illegal sale  
15 of controlled substances, or is indecent or offensive to the senses, or an obstruction  
16 to the free use of property, so as to interfere with the comfortable enjoyment of life  
17 or property, or unlawfully obstructs the free passage or use, in the customary  
18 manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public  
19 park, square, street, or highway, is a nuisance.”  
20  
21

22 482. As a result of the above alleged wrongs, that obstructed Plaintiff’s free use of  
23 his own Property, Plaintiff has suffered general, special, and punitive damages  
24 in an amount to be determined at trial.  
25  
26

27 **FOURTY FIRST CAUSE OF ACTION**  
28

1                   **REPRESENTATIVE ACTION FOR VIOLATION OF CALIFORNIA**  
2  
3                   **CODE SECTION 17200 AND 3480**

4                   **(AGAINST FORECLOSING DEFENDANTS AND RAY)**

5           483. Plaintiff incorporates herein by reference the allegations made in paragraphs  
6  
7 1 through 482, inclusive, as though fully set forth herein.

8           484. Actions of Foreclosing Defendants and Ray violated CA Code Section 17200  
9  
10 and created a “public nuisance” which is unlawful under Section 3480. Section 3480  
11 states,

12           “A public nuisance is one which affects at the same time an entire community or  
13  
14 neighborhood, or any considerable number of persons, although the extent of the  
15 annoyance or damage inflicted upon individuals may be unequal.”

16           485. As a result of the above alleged wrongs, the price of Plaintiff’s Subject  
17  
18 Property was sold at a price significantly below fair market price. The homeowners in the  
19 90069 zip code and/or within two miles of Subject Property were damaged because their  
20 home values are based on the sales price of Plaintiff’s Subject Property. Thus, because  
21 Subject Property was sold at an artificially lower than fair market price, such act impacts  
22 and lowers the value of such homeowners whose home value relies on comparable home  
23 sales prices which are included in the same database which Plaintiff’s Subject Property  
24 resides in.

25  
26  
27           486. Such homeowners whose property resides in the same database as Plaintiff’s  
28 Subject Property that real estate agents and buyers make use of for comparable sales prices

1 or “Comps” suffered general, special, and punitive damages in an amount to be  
2 determined at trial.  
3

4  
5 **XXXXII**  
6

7 **FORTY SECOND CAUSE OF ACTION FOR**  
8 **VIOLATION OF CALIFORNIA CODE SECTION 17530**  
9 **(AGAINST DEFENDANTS GREENBERG, BJGA, WEBB,**  
10 **TWKG )**  
11

12 487. Plaintiff incorporates herein by reference the allegations made in paragraphs  
13 1 through 486, inclusive, as though fully set forth herein.  
14

15 488. Defendants violated CA Section 17500 and/or 17530. Section 17500 states,  
16  
17 “It is unlawful for any person, firm, corporation or association, or any employee  
18 thereof with intent directly or indirectly to dispose of real or personal property or to  
19 perform services, professional or otherwise, or anything of any nature whatsoever or  
20 to induce the public to enter into any obligation relating thereto, to make or  
21 disseminate or cause to be made or disseminated before the public in this state, or to  
22 make or  
23 disseminate or cause to be made or disseminated from this state before the public in  
24 any state, in any newspaper or other publication, or any advertising device, or by  
25 public outcry or proclamation, or in any other manner or means whatever, including  
26 over the Internet, any statement, concerning that real or personal property or those  
27 services, professional or otherwise, or concerning any circumstance or matter of fact  
28 connected with the proposed performance or disposition thereof, which is untrue or  
misleading, and which is known, or which by the exercise of reasonable care

1 should be known, to be untrue or misleading, or for any person, firm, or corporation  
2 to so make or disseminate or cause to be so made or disseminated any such  
3 statement as part of a plan or scheme with the intent not to sell that personal  
4 property or those services,  
5 professional or otherwise, so advertised at the price stated therein, or as so  
6 advertised. Any violation of the provisions of this section is a misdemeanor  
7 punishable by imprisonment in the county jail not exceeding six months, or by a  
8 fine not exceeding two thousand five hundred dollars (\$2,500), or by both that  
9 imprisonment and fine.”  
10

11  
12 Section 17530 states,

13 “It is unlawful for any person, firm, corporation, or association, or any  
14 employee or agent therefor, to make or disseminate any statement or assertion of  
15 fact in a newspaper, circular, circular or form letter, or other publication published  
16 or circulated, including over the Internet, in any language in this state, concerning  
17 the extent, location, ownership, title, or other characteristic, quality, or attribute of  
18 any real estate located in this state or elsewhere, which is known to be untrue and  
19 which is made or disseminated with the intention of misleading.”  
20  
21  
22

23 489. Defendants violated Section 17500 and/or 17530 by publishing and/or letters  
24 circulated over the internet with the intent of misleading Plaintiff and Plaintiff’s counsel.  
25 Specifically in March and April of 2013 Defendants Greenberg and Webb both sent letters  
26 which were misleading in regards to the extent of the Subject Property’s then unlawful  
27 detainer action. Both Greenberg and Webb knowingly made statements and assertions that  
28

1 were false, stating the Subject Property unlawful detainer action had been dismissed by  
2 Plaintiff's attorney. Both Webb and Greenberg knew this was false.  
3

4 490. Plaintiff suffered general, special, and punitive damages in an amount to be  
5 determined at trial.  
6

7 **XXXXIII**

8 **FORTY THIRD CAUSE OF ACTION FOR**

9 **VIOLATION OF CALIFORNIA CODE SECTION 1708.8**

10 **(AGAINST DEFENDANTS RAY, GREENBERG, BJGA, WEBB,**  
11 **TWKG)**  
12

13 491. Plaintiff incorporates herein by reference the allegations made in paragraphs  
14 1 through 490, inclusive, as though fully set forth herein.  
15

16 492. Defendants violated CA Section 1708.8 which states,  
17

18 “(a) A person is liable for physical invasion of privacy when the defendant  
19 knowingly enters onto the land of another person without permission or otherwise  
20 committed a trespass in order to physically invade the privacy of the plaintiff with  
21 the intent to capture any type of visual image, sound recording, or other physical  
22 impression of the plaintiff engaging in a personal or familial activity and the  
23 physical invasion occurs in a manner that is offensive to a reasonable person.  
24

25 (b) A person is liable for constructive invasion of privacy when the defendant  
26 attempts to capture, in a manner that is offensive to a reasonable person, any type of  
27 visual image, sound recording, or other physical impression of the plaintiff  
28



1 engaging in a personal or familial activity under circumstances in which the  
2 plaintiff had a reasonable expectation of privacy, through the use of a visual or  
3 auditory enhancing device, regardless of whether there is a physical trespass, if this  
4 image, sound recording, or other physical  
5 impression could not have been achieved without a trespass unless the visual or  
6 auditory enhancing device was used.

7  
8  
9 (d) A person who commits any act described in subdivision (a), (b), or (c) is liable  
10 for up to three times the amount of any general and special damages that are  
11 proximately caused by the violation of this section. This person may also be liable  
12 for punitive damages, subject to proof according to Section 3294. If the plaintiff  
13 proves that the invasion of privacy was committed for a commercial purpose, the  
14 defendant shall also be subject to disgorgement to the plaintiff of any proceeds or  
15 other consideration obtained as a result of the violation of this section. A person  
16 who comes within the description of this subdivision is also subject to a civil fine of  
17 not less than five thousand dollars (\$5,000) and not more than fifty thousand dollars  
18 (\$50,000).”

19  
20  
21  
22  
23 493. Defendants violated this section by trespass, then taking possession of more  
24 than one “visual image” of Plaintiff engaging in a “personal activity”. Specifically,  
25 Greenberg in an email admits he has possession of Plaintiff’s photos.

26  
27 494. Plaintiff is due general, special, and punitive damages in an amount to be  
28 determined at trial.

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**XXXXIV**

**FORTY FOURTH CAUSE OF ACTION FOR  
VIOLATION OF CALIFORNIA CODE SECTION 17045 AND/OR  
17046  
(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT  
RAY)**

495. Plaintiff incorporates herein by reference the allegations made in paragraphs 1 through 494, inclusive, as though fully set forth herein.

496. Defendants violated CA Section 17045 which states,  
“The secret payment or allowance of rebates, refunds, commissions, or unearned discounts, whether in the form of money or otherwise, or secretly extending to certain purchasers special services or privileges not extended to all purchasers purchasing upon like terms and conditions, to the injury of a competitor and where such payment or allowance tends to destroy competition, is unlawful.”

497. Defendants also violated CA Section 17046 which states,  
“It is unlawful for any person to use any threat, intimidation, or boycott, to effectuate any violation of this chapter.”

498. Defendants violated Section 17045 and/or Section 17046 in the process of selling Plaintiff’s Subject Property to BJGA.

1           499. Plaintiff suffered general, special, and punitive damages in an amount to be  
2  
3 determined at trial.

4  
5                                   **FORTY FIFTH CAUSE OF ACTION FOR**  
6  
7                                   **A REPRESENTATIVE ACTION IN VIOLATION OF**  
8  
9                                   **CALIFORNIA CODE SECTION 17071 and/or 17071.5**  
10  
11                                   **(AGAINST FORECLOSING DEFENDANTS )**

12           500. Plaintiff incorporates herein by reference the allegations made in paragraphs  
13  
14 1 through 486, inclusive, as though fully set forth herein.

15           501. Defendants violated CA Section 17071 and/or 17071.5. Section 17071 states,  
16  
17 “In all actions brought under this chapter proof of one or more acts of selling or  
18 giving away any article or product below cost or at discriminatory prices, together  
19 with proof of the injurious effect of such acts, is presumptive evidence of the  
20 purpose or intent to injure competitors or destroy competition.”

21           Section 17071.5 states,

22           “In all actions brought under this chapter proof of limitation of the quantity of any  
23 article or product sold or offered for sale to any one customer to a quantity less than  
24 the entire supply thereof owned or possessed by the seller or which he is otherwise  
25 authorized to sell at the place of such sale or offering for sale, together with proof  
26 that the price at which the article or product is so sold or offered for sale is in fact  
27 below its invoice or replacement cost, whichever is lower, raises a presumption of  
28

1 the purpose or intent to injure competitors or destroy competition. This section  
2 applies only to sales by persons conducting a retail business the principal part of  
3 which involves the resale to consumers of commodities purchased or acquired for  
4 that purpose, as distinguished from persons principally engaged in the sale to  
5 consumers of commodities of their own production or manufacture.”  
6

7  
8 502. As a result of the above alleged wrongs, the price of Plaintiff’s Subject  
9 Property was sold at a price significantly below fair market price. The homeowners in the  
10 90069 zip code and/or within two miles of Subject Property were damaged because their  
11 home values are based on the sales price of Plaintiff’s Subject Property. Thus, because  
12 Subject Property was sold at an artificially lower than fair market price, such act impacts  
13 and lowers the value of such homeowners whose home value relies on comparable home  
14 sales prices which are included in the same database which Plaintiff’s Subject Property  
15 resides in.  
16  
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19 503. Such homeowners whose property resides in the same database as Plaintiff’s  
20 Subject Property that real estate agents and buyers make use of for comparable sales prices  
21 or “Comps” suffered general, special, and punitive damages in an amount to be  
22 determined at trial  
23  
24

25  
26 **FORTY SIXTH CAUSE OF ACTION FOR**  
27 **VIOLATION OF CALIFORNIA CODE SECTION 1090.5**  
28 **(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT RAY)**

1           504. Plaintiff incorporates herein by reference the allegations made in paragraphs  
2  
3 1 through 503, inclusive, as though fully set forth herein.  
4

5  
6  
7 505. Defendants violated CA Section 1090.5 which states,

8 “(a) No person with an interest in a real estate transaction involving a valuation  
9 shall improperly influence or attempt to improperly influence the development,  
10 reporting, result, or review of that valuation, through coercion, extortion, bribery,  
11 intimidation, compensation, or instruction. For purposes of this section, a valuation  
12 is defined as an estimate of the value of real property in written or electronic form,  
13 is defined as an estimate of the value of real property in written or electronic form,  
14 other than one produced solely by an automated valuation model or system.  
15

16 Prohibited acts include, but are not limited to, the following:

17 (1) Seeking to influence a person who prepares a valuation to report a minimum or  
18 maximum value for the property being valued. “  
19

20 506. Plaintiff suffered general, special, and punitive damages in an amount to be  
21 determined at trial.  
22

23  
24 **FORTY SEVENTH CAUSE OF ACTION FOR**  
25 **VIOLATION OF PENAL CODE 52.1**

26 **(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT RAY.**  
27 **GREENBERG, BJGA, WEBB, AND TWKG)**  
28

1  
2 507. Plaintiff incorporates herein by reference the allegations made in paragraphs 1  
3 through 506, inclusive, as though fully set forth herein.  
4

5 508. Defendants violated Penal Code 52.1 which states,  
6

7 “(a) If a person or persons, whether or not acting under color  
8 of law, interferes by threats, intimidation, or coercion, or  
9 attempts to interfere by threats, intimidation, or coercion, with the  
10 exercise or enjoyment by any individual or individuals of rights  
11 secured by the Constitution or laws of the United States, or of the  
12 rights secured by the Constitution or laws of this state, the  
13 Attorney General, or any district attorney or city attorney may bring  
14 a civil action for injunctive and other appropriate equitable relief  
15 in the name of the people of the State of California, in order to  
16 protect the peaceable exercise or enjoyment of the right or rights  
17 secured. An action brought by the Attorney General, any district  
18 attorney, or any city attorney may also seek a civil penalty of  
19 twenty-five thousand dollars (\$25,000). If this civil penalty is  
20 requested, it shall be assessed individually against each person who  
21 is determined to have violated this section and the penalty shall be  
22 awarded to each individual whose rights under this section are  
23 determined to have been violated.  
24  
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1 (b) Any individual whose exercise or enjoyment of rights secured  
2  
3 by the Constitution or laws of the United States, or of rights  
4 secured by the Constitution or laws of this state, has been  
5 interfered with, or attempted to be interfered with, as described in  
6 subdivision (a), may institute and prosecute in his or her own name  
7 and on his or her own behalf a civil action for damages, including,  
8 but not limited to, damages under Section 52, injunctive relief, and  
9 other appropriate equitable relief to protect the peaceable exercise  
10 or enjoyment of the right or rights secured.”  
11  
12

13 509. Plaintiff suffered general, special, and punitive damages in an amount to be  
14 determined at trial.  
15  
16

17 **FORTY EIGHTH CAUSE OF ACTION FOR**  
18  
19 **VIOLATION OF CA Code 1263.510**  
20 **(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT RAY.**  
21 **GREENBERG, BJGA, WEBB, AND TWKG)**  
22  
23

24 510. Plaintiff incorporates herein by reference the allegations made in paragraphs  
25 1 through 509, inclusive, as though fully set forth herein.  
26  
27

28 511. Defendants violated CA Code Section 1263.510 which states,

1 “ (a) The owner of a business conducted on the property taken, or on the  
2 remainder if the property is part of a larger parcel, shall be compensated for loss  
3 of goodwill”

4 512. Plaintiff suffered loss of goodwill in multiple businesses conducted on the  
5 Subject Property including LiveUniverse, Inc, LiveVideo Inc., BroadWebAsia, Inc., and  
6 LivePop Inc., and Social Slingshot Ltd. in an amount to be determined at trial but no less  
7 then \$10,000,000.  
8

9  
10 **FORTY NINTH CAUSE OF ACTION FOR**  
11 **VIOLATION OF RICO 18 U.S.C. § 1962(c)**  
12  
13 **(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT RAY.**  
14 **GREENBERG, BJGA, WEBB, AND TWKG)**  
15

16  
17 513. Plaintiff realleges and incorporates by reference herein against the  
18 Defendants paragraphs 1 – 512 above, as if fully set forth herein.

19 **THE “BID & CLERK RIGGER” ENTERPRISE**  
20

21 514. Plaintiff realleges and incorporates by reference paragraphs 1 – 169  
22 as if fully set forth herein.

23 515. Each of the Defendants at all times relevant to this action, qualify as  
24 a RICO “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).  
25

26 516. Defendants have used an association-in-fact “enterprise,” within the  
27 meaning of 18 U.S.C. § 1961(4), to carry out its pattern of racketeering activity. This  
28 enterprise consists of Defendants: BANK OF AMERICA CORPORATION, JUSTIN



1 GREENBERG, BJG ASSOCIATES LLC, , HOME RETENTION SERVICES, INC., RECONSTRUCT  
2 COMPANY N.A., CTC REAL ESTATE SERVICES, MORTGAGE ELECTRONIC REGISTRATION  
3 SYSTEMS, INC. (MERS), THE BANK OF NEW YORK MELLON AKA THE BANK OF NEW  
4 YORK, CERTIFICATE HOLDERS OF THE CWMBS 2005-02 TRUST MORTGAGE PASS  
5 THROUGH CERTIFICATES, SERIES 2005-02, CWMBS 2005-02 TRUST; STEPHEN WEBB, TILES  
6 WEBB KULLA & GRANT, MONICA LOZANO, MUKESH AMBANI, VIRGIS COLBERT,  
7 CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN, DONALD  
8 POWELL, and CHARLES ROSSOTTI, as well as certain currently unknown addition DOE  
9 Defendants which may include one or more of their Officers, Directors, and employees  
10 (“Enterprise”).  
11

12 517. This Enterprise possessed and continues to possess a common purpose and  
13 goal, a membership, organizational structure, and ongoing  
14 relationships between with sufficient longevity to permit and enable pursuit of the  
15 Enterprise’s purpose and long-term objective through a continuous course of conduct that  
16 affected and continues to affect interstate and foreign commerce.  
17

18 518. All defendants qualify as a “person” under the civil RICO statute  
19 because each knowingly and fraudulently conducted and participated in the  
20 conduct, the management and the operation of the Enterprise’s affairs, directly or  
21 indirectly, through a pattern of racketeering activity in violation of 18 U.S.C. §  
22 1962(c). Defendants engaged in such unlawful interstate mail and wire fraud.  
23 Pursuit of profit is not per se violative of the mail and wire fraud statutes or civil  
24 RICO. Defendants violated RICO and injured Plaintiff business or property by  
25 reason of its conduct of the Enterprise not to pursue gain, but to do so by unlawful  
26 means: to maximize its gain and profit through a pattern and practice of  
27  
28

1  
2 misrepresentation and concealment of the systematic decisions that placed  
3 financial goals above safety considerations, that was conducted in violation of  
4 applicable laws and regulations, that made such operation perilous to humans, and  
5 that left Defendants and the Enterprise unable to prevent, criminal acts.

6  
7 As the direct, proximate and foreseeable result of this violative pattern And  
8  
9 disasters created, Plaintiff has been injured in their businesses and property.

10  
11 519. The Enterprise exists separate and apart from its pattern of racketeering  
12 activity, in as much as Defendants and the Enterprise have multiple goals, not all of which  
13 are fraudulent. The lawful activity engaged in by the Enterprise includes ongoing efforts to  
14 buy and sell houses from public auctions run by the State or County of Los Angeles or  
15 other related political institutions, providing services to the buyers of homes including  
16 legal services and loans, and identifying and marketing to acquire new customers in the  
17 residential real estate niche of business.

18  
19 520. Defendants have, since at least 2012, used this enterprise to conduct the  
20 related acts of mail and wire fraud along with other RICO violations comprising the  
21 pattern of racketeering.

## 22 23 **PREDICATE ACTS & THE PATTERN OF RACKETEERING ACTIVITY**

24  
25 521. Defendants and Enterprise engaged in a fraudulent scheme to defraud  
26 homeowners including Plaintiffs who were injured in their business or property by  
27 reason of Defendants, ongoing, systematic and fraudulent scheme to maximize  
28 financial gain accomplished by the conduct of the “**BID & CLERK RIGGER**”  
association-in-fact enterprise through a pattern of acts indictable as mail fraud and

1 wire fraud, and conspiracies to effect those acts. The object of the Defendants'  
2 unlawful scheme was to obtain millions of dollars in proceeds and profits from  
3 rigging the sales of public residential houses to cause the purchase and sale of such  
4 houses at below fair market prices.

5  
6 522. For the purpose of devising and carrying out their scheme and artifice  
7 to defraud the government, regulators and plaintiff victims by means of false and  
8 fraudulent pretenses, representations and promises, Defendants did place in an  
9 authorized depository for mail, or did deposit or cause to be deposited with private  
10 commercial interstate carriers and knowingly caused to be delivered by the United  
11 States postal service, letters, memoranda, and other matters, in violation of 18  
12 U.S.C. § 1341, or aided and abetted in such criminal acts, as previously described,  
13 under 18 U.S.C. § 2.  
14  
15  
16

17 523. For the purpose of devising and carrying out their schemes and  
18 artifice to defraud the government regulators and plaintiff victims by means of  
19 false and fraudulent pretenses, representations and promises, Defendants and  
20 Enterprise caused to be transmitted by means of wire communication in interstate  
21 commerce, writings, signals and sounds, to wit, interstate electronic mail messages  
22 and/or facsimile in violation of 18 U.S.C. § 1343, or aided and abetted  
23 in such criminal acts, as previously described, under 18 U.S.C. § 2.  
24

#### 25 The Pattern Of Racketeering Activity

26  
27 524. Defendants's alleged RICO predicate acts in furtherance of its scheme  
28 to defraud governmental regulators constituted a pattern of racketeering activity

1 within the meaning of 18 U.S.C. § 1961(5) because the predicate acts are related  
2 and continuous. Each predicate act had the same or similar purpose: the predicate  
3 acts involved material misrepresentations, omissions and concealment in a scheme  
4 to defraud the regulators, Plaintiff, and State Government into believing  
5 Defendants would conduct operations legally. Included in these predicate acts are  
6 those situations where Defendants communicated by mail, interstate wire or  
7 interstate carrier giving approval for Defendant's various actions. This pattern of  
8 racketeering is separate from and distinct from the legitimate banking for  
9 residential customers or providing legal services that are legitimate or providing or  
10 participating in public auction services for the residential housing market in  
11 California activities of the Enterprise. alleged herein.

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16 525. Defendants are associated with the Enterprise and did conduct or  
17 participate, directly or indirectly, in the management or operation of its  
18 conduct of the affairs of the Enterprises through a pattern of racketeering activity  
19 within the meaning of 18 U.S.C. §§ 1961(1)(B) and 1961(5) and 1962(c), to wit:

- 20 a. Multiple instances of mail fraud in violation of 18 U.S.C. § 1341;
- 21 b. Multiple instances of wire fraud in violation of 18 U.S.C. § 1343.
- 22 c. Multiple instances of violation of 18 U.S.C. § 1512 (relating to tampering  
23 with a witness, victim, or an informant)
- 24 d. Multiple instances of violation of 18 U.S.C. § 1519 (relating to  
25 destruction, alteration, or falsification of records in Federal investigation and  
26 bankruptcy)
- 27 e. Multiple instances of violation of 18 U.S.C. § 1513 (relating to retaliating  
28

1                   against a witness, victim, or an informant

2  
3   Relatedness And Continuity Of The Racketeering Activity

4           526. All of the predicate acts alleged above are related to the scheme of  
5 Defendants and Enterprise – defrauding political state and federal institutions,  
6 regulators and plaintiff victims thru their operations. Continuity is demonstrated  
7 by the predicate acts alleged above because the pattern of racketeering involves  
8 multiple predicate acts and related predicate acts that have taken place over many  
9 years. These predicate acts in furtherance of its scheme illustrate a threat of  
10 continued racketeering activity and evince that the predicate acts constitute the  
11 regular way that Defendants and Enterprise conduct business.  
12  
13

14  
15           527. As a proximate result of the pattern of racketeering activity and RICO  
16 violations engaged in by Defendants, Plaintiff suffered injury to their business and  
17 property.  
18

19           528. The RICO Defendants’ acts were not isolated, but rather formed a  
20 pattern of conduct through which the RICO Defendants used the enterprise to  
21 defraud and to silence Plaintiff from complaining about and exposing such illegal  
22 and fraudulent acts.  
23

- 24                   i. The pattern of racketeering engaged in by the RICO Defendants  
25 involved at least two separate but related acts of racketeering activity,  
26 carried out between approximately  
27 2004 through present 2013.  
28

          529. The pattern of the RICO Defendants’ illegal racketeering activity, as  
defined by 18 U.S.C. § 1961(1) and (5), and 18 U.S.C. §§ 1341, 1512, 1513 and

1519, are based on the following facts and examples of these predicate acts of mail and wire fraud include, but are not limited to (upon information and belief, numerous others will be identified in the process of discovery), the following examples:

**PREDICATE ACTS: A THRU I**

**A. RICO Defendants** violated . §§ 1341 and/or §§ 1343 thru attesting to their DEFECTIVE review of BAC public DEF14as. Specifically, the Proxy signed by Directors BANK OF AMERICA CORPORATION, MONICA LOZANO, MUKESH AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI: On or about March 28, 2012 which may be referenced or familiar to Defendants And useful for reference to describe the exact document these Defendants reviewed and then approved to be distributed via mail to shareholders To induce votes of shareholders so Defendants could continue to operate the Unlawful Enterprise:

“The Board of Directors of Bank of America Corporation (Bank of America or our company) requests that you submit your proxy via the Internet, telephone or mail to allow your shares to be represented and voted at our annual meeting. This proxy statement is being provided or made available starting on or about March 28, 2012.

Proposal 1: Election of Directors

Identifying and Evaluating Nominees for Director

Our Board is pleased to present 12 nominees for election as directors at our annual meeting, all of whom currently serve as directors on our Board and were elected by stockholders at our 2011 annual meeting. D. Paul Jones, Jr., currently a director of our

1 company, will not be standing for re-election at our annual meeting. The Board has  
2 determined not to fill the resulting vacancy and has reduced the size of our Board to 12  
3 directors effective upon the expiration of Mr. Jones' term at our annual meeting."

4  
5  
6 Specifically, Defendants BANK OF AMERICA CORPORATION, MONICA LOZANO,  
7 MUKESH AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY,  
8 THOMAS MAY, BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI:  
9 Knew their responsibilities as Directors and the true amount of time they had  
10 Or were planning to contribute for the cash being received from BAC.

11  
12 Including under supra SEC responsibilities demanded as public directors for an  
13 individual.

14  
15 BANK OF AMERICA CORPORATION, MONICA LOZANO, MUKESH AMBANI, VIRGIS  
16 COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN  
17 MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI, knew Attesting under  
18 Sarbanes Oxley and inserting the following would further Expand their individual  
19 duties they had agreed to take on and manner in which they were saying they had  
20 passed or reached or had achieved at the time Of the March 28, 2013 Def14A Proxy,  
21 where all double confirmed:

22  
23 "Our director nomination standards are set forth in our Corporate Governance Guidelines and include the following:

- 24
- 25 • candidates should be capable of working in a collegial manner with persons of diverse educational,  
business and cultural backgrounds and should possess skills and expertise that complement the attributes  
of the existing directors;
  - 26 • candidates should represent a diversity of viewpoints, backgrounds, experiences and other demographics;
  - 27 • candidates should demonstrate notable or significant achievement and possess senior-level business,  
management or regulatory experience that would benefit our company;
  - 28 • candidates shall be individuals of the highest character and integrity;
  - candidates shall be free of conflicts of interest that would interfere with their ability to discharge their duties

1 or that would violate any applicable laws or regulations;

- 2 • candidates shall be capable of devoting the necessary time to discharge their duties, taking into account  
3 memberships on other boards and other responsibilities; and  
4 • candidates shall have a desire to represent the interests of all stockholders”

5 THEREFORE knowing this inserted language and facts were false and not true,  
6 Each and every one of BANK OF AMERICA CORPORATION, MONICA LOZANO, MUKESH  
7 AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY,  
8 BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI  
9

10 i) Failed to alert their public auditor, or Bank of America’s outside legal  
11

12 Counsel that maintains filing relationship with the SEC, or the BAC CFO or CEO  
13 Or Audit Committee, or Governance Committee, that they knew such language cited  
14 above was false, false thru half truth, and/or omitted facts that with the  
15 Benefit of such omission, the selection of text would disclose unlawful behavior or render  
16 the omitted version distributed thru mail and us postage service that  
17 BAC used on or around March 28, 2013 in one or a series of mail batches  
18 Sent to the list of shareholders that they improperly made a copy or received  
19 A copy by wire or fax or computer violating the wire fraud act as getting access to  
20 The shareholders list to send a fraudulent false Proxy document was an additional  
21 Predicate act 1343. Once the first unlawful predicate generated the shareholder list,  
22 defendants instructed their CFO or his designees to distribute the Proxy Def14A, because  
23 each Director individually needed to OK the specific Version of the document on May 28,  
24 2013, and BAC could not send out theDef14A on May 28, 2013 UNTIL IT RECEIVED  
25 EACH SIGNATURE PAGE BACK FROM DEFENDENTS MONICA LOZANO, MUKESH  
26 AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY,  
27 BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI.  
28



1  
2 Defendants listed, covered up corrective language and/or omitted facts which would have been  
3 Sufficient to alert BAC shareholders to investigate facts internal controls were defective via  
4 Such defective attestations by one or more Director Defendants MONICA LOZANO, MUKESH  
5 AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY,  
6 BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI.

7  
8 BAC Shareholders would have not voted for Defendants and instead seeing their  
9 Defective claims, would replace such Directors while inducing new Directors and or  
10 Transitioning Directors to take sufficient actions to fix the defective internal controls  
11 That is evidence by individual Directors making false attestations and not preventing  
12 False facts to be distributed to shareholders, nor correcting them during preparation or  
13 within a reasonable time after March 28, 2012. Plaintiff would not have been harmed  
14

15 If Defendants had fixed internal controls of BAC, and the Credit Committee internal  
16 controls which allowed Plaintiff's home to be processed on November 21, 2012 into a  
17 "Bankruptcy" rating by BAC in error and such error by BAC was not fixed when BAC  
18 Was the creator of such false designation in its own database of which Plaintiff resided as  
19 Customer of BAC.  
20

21  
22 **B. A different and unique additional predicate act** mail fraud in violation  
23 of 18 U.S.C. § 1341; **occurred on** A Few days after the end of September 2012:  
24 DEFENDENTS MONICA LOZANO, MUKESH AMBANI, VIRGIS COLBERT, CHARLES  
25 GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN, DONALD POWELL, and  
26 CHARLES ROSSOTTI. HOME RETENTION SERVICES, INC., RECONSTRUCT  
27 COMPANY N.A., CTC REAL ESTATE SERVICES, MORTGAGE ELECTRONIC  
28 REGISTRATION SYSTEMS, INC. (MERS), INDUCED, DIRECTED, OR AIDED AND

1 ABETTED IN MAIL FRAUD THRU CREATING A DOCUMENT WITH FALSE  
2 STATEMENTS MADE TO CONFUSE AND MISLEAD PLAINTIFF, THRU BAC  
3 document purported to be a “September statement” which defined key credit line terms  
4 (EXHIBIT “L”):  
5

6 . “Maximum Limit – Per your loan documents, the Maximum  
7 Limit is the maximum amount your loan can grow to before  
8 you are required to make the Full payment. If you reach the  
9 Maximum Limit, your Minimum payment will increase to the  
10 amount sufficient to repay your unpaid principal balance in full  
on the Maturity Date in substantially equal payments at the  
then current interest rate.”

11 ii. “Maximum Limit and Payment Shock: Your loan includes  
12 a cap on negative amortization which limits the total amount  
13 you owe to 100% or 115% of the original loan amount.”

14 iv. “When you reach the Maximum Limit your monthly payment  
15 amount will INCREASE SIGNIFICANTLY which may result  
16 in **an event called payment shock**, meaning it may be much  
more difficult for you to make the larger payment.”

17 **C. A different and unique additional predicate act occurred on April 27, 2013, it**  
18 **was a violation of wire fraud in violation of 18 U.S.C. § 1343.**  
19

20 Accomplished thru using a pretext attorney Webb knew was false, Webb sent an email  
21 with a false claim, knowing the “Notice” was Not Notarized. Webb however wanted to  
22 scare, frighten, mislead recipient of email, and Webb knew using  
23 The wires, here email, to send the false information would  
24 Create the confusion and mislead the opposing attorney, Cathy Jones. Thus, the predicate  
25 violation occurs when  
26

27 Defendant Webb then induced by his client Greenberg and BJGA, and TGKW, lies in an  
28 email sent at April 27, 2013, at 11:38AM stating

1 “The recorded Notice was notarized.” (EXHIBIT “RRR”) when i) such  
2 statement was false.  
3

4  
5 **D. A different and unique additional predicate act occurred on April 27, 2013,**  
6 **first wire fraud in violation of 18 U.S.C. § 1343 as the email**  
7

8  
9  
10 By Webb is the vehicle with the fraudulent scheme enclosed, here a 12:16PM email.

11 Webb also violates 18 U.S.C. § 1519 (relating to destruction, alteration, or falsification of  
12 records in Federal investigation and bankruptcy)  
13

14 Webb then induced by his client Greenberg and BJGA, and TGKW, lies in an email sent  
15 after lying to Plaintiff’s lawyer attempts further to Strike a deal that obstructs justice,  
16 stating at 12:16 PM on April 27, 2013, in an email to Plaintiff’s Attorney Jones,  
17

18 “If I get you the form would you also consider dismissing the law suit w/out  
19 prejudice then if your client gets a new atty or wants to appear in pro per he can.  
20

21 “(EXHIBIT “SSS”)  
22

23 **E. Likewise, yet another RICO Predicate act violation was by mail fraud where**  
24 **Multiple instances of mail fraud in violation of 18 U.S.C. § 1341;**  
25

26 BAC DEFENDENTS MONICA LOZANO, MUKESH AMBANI, VIRGIS COLBERT, CHARLES  
27 GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN, DONALD POWELL, and  
28 CHARLES ROSSOTTI. HOME RETENTION SERVICES, INC., RECONSTRUCT

1 COMPANY N.A., CTC REAL ESTATE SERVICES, MORTGAGE ELECTRONIC  
2 REGISTRATION SYSTEMS, INC. (MERS),  
3 caused to send thru the mail, a version of the Plaintiff's Monthly Statement  
4 "September statement" which defined key credit line terms (EXHIBIT "L"):  
5 That was defective and false, and used this false designation to toggle Plaintiff's  
6 Status in the BAC Credit Committee controlled operation which switched on or  
7 Around November 21, 2012, Plaintiff home into getting pushed into 21 day  
8 Auto-sell at public auction. **Defendants** in the September statement emailed have  
9 "Bankruptcy" listed on the document for the status of Plaintiff. This was false, as Plaintiff  
10 had not declared Bankruptcy and there was no ongoing bankruptcy in Federal Court  
11 ongoing.  
12  
13  
14

15 **F. A different and unique additional predicate act occurred on Multiple instances of**  
16 **mail fraud in violation of 18 U.S.C. § 1341;**  
17

18 On October 4, 2012, BAC DEFENDENTS MONICA LOZANO, MUKESH AMBANI, VIRGIS  
19 COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN,  
20 DONALD POWELL, and CHARLES ROSSOTTI. HOME RETENTION SERVICES, INC.,  
21 RECONSTRUCT COMPANY N.A., CTC REAL ESTATE SERVICES, MORTGAGE  
22 ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS),  
23 sent Plaintiff a document with a byline: "you may be eligible for a mortgage modification"  
24 (referenced at EXHIBIT "M" frontside of document and EXHIBIT "N" backside )  
25 The document states for subject property to be eligible for the mortgage  
26 modification October 4, 2012 offer,  
27  
28

1 “The current loan-to-value ratio is **at least 75% or higher** (the loan-to-value  
2 ratio is the ratio between your loan and the Market Value of your home).“  
3

4 However, Subject property was estimated and BAC was aware fair market value as being  
5 \$3,245,134 in value at the time Bank of America’s offer was sent in October  
6 2012 and when according to the terms, such offer expired on November 3, 2012,  
7 According to September 2012 account statement, the subject property  
8 BAC loan had a “Contractual unpaid principal balance” of “\$1,590,545.06”.  
9 Plaintiff’s **loan-to-value ratio** (\$1,590,545.06 divided by \$3,254,134.00) was  
10 approximately **48.8%**.  
11

12 Even using a more conservative estimated fair market value based on the current  
13 and future property taxes generated a **loan-to-value ratio** of approximately **54.8%**  
14 (\$1,590,545.06 divided by \$2,900,000).  
15

16 Foreclosing defendants were aware as of November 2012 that the value of the  
17 subject property was at least \$2,900,000 because foreclosing defendants had agreed and  
18 did pay Plaintiff’s property tax for 2012 and 2013, charging Plaintiff’s BAC “115%”  
19 “Maximum Limit” credit line.  
20

21 Therefore the defendants used the mail to send a fraudulent false document creating  
22 The fake impression firstly that Defendants were offering a legitimate option for  
23 Plaintiff. However, because Plaintiff did not qualify for the offer, it was useless and  
24 A simply a tactic by defendants to have Plaintiff delay taking any action in court  
25 To protect his property. Plaintiff would think that since the value of the positive equity  
26  
27  
28

Was much more then the threshold Bank of America was offering for residences Like Plaintiff's, then Plaintiff would surely get a future offer that his property would Qualify for. However, no such legitimate offer was ever sent by BAC. Defendants knew ahead of sending the October 2012 mortgage modification offer That Plaintiff could not qualify and his property was over qualified from the amount of Positive equity and value that Plaintiff owned and was entitled to get the benefit of.

**G. It was a in violation of 18 U.S.C. § 1341 mail fraud when**

DEFENDENTS MONICA LOZANO, MUKESH AMBANI, VIRGIS COLBERT, CHARLES GIFFORD, CHARLES HOLLIDAY, THOMAS MAY, BRIAN MOYNIHAN, DONALD POWELL, and CHARLES ROSSOTTI. HOME RETENTION SERVICES, INC., RECONSTRUCT COMPANY N.A., CTC REAL ESTATE SERVICES, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS),

Specifically, in the BAC September 2012 statement, under "Property related expenses" BAC states, "we are responsible for the payment of the following items"

	Description	Payee	Frequency	Next due date	Amount
i.	"County taxes"	"LA County Tax Collect"	"Annual"	"11/30/2012"	"\$19,764.61"
ii.	"County taxes"	"LA County Tax Collect"	"Annual"	"03/31/2013"	"\$19,764.61"

Therefore, by mail fraud, defendants had paid costs/expenses that were not due to outside Contractors and also to the LA County, and charged Plaintiff for these not due costs

1 In order to have a pretext and cover for why defendants were pushing Plaintiff's property  
2 To be sold at public auction and why it was eligible as of November 21, 2012 when the  
3 Defendants toggle Plaintiff's property into the foreclosure process without proper notice,  
4 causing the property to be sold at well below fair value on December 13, 2012.  
5  
6  
7  
8

9 **H A different and unique additional predicate act occurred between April 4- 19,**  
10 **2013 which was a violation of 18 U.S.C. § 1341 mail fraud**  
11 **And a violation of 1343 wire fraud.**  
12

13 On April 4, 2013, Defendant thru attorney Webb notices and delivers  
14 "Amended Notice of Hearing" for Lis Penden and Demurrer. Webb states in such April 4,  
15 2013 notice:

16 "As a result of Defendant's Home Retention disqualification of Judge"

17 "matter was reassigned to Judge Duffy Department 38 of the above Court,.

18 "As a result, " "date and time for the Hearings on BJB Motions Motion to  
19 Expunge"

20 and "Demurrer has been changed as follows"

21 "Hearing Set for: July 1, 2013, 930am, Dept 38" (EXHIBIT "FFF")  
22

23 and 1343 wire fraud is used when Defendant Webb misleads  
24 Plaintiff into believing there is a valid April 19, 2013 ex parte hearing in State Court.  
25 However, Webb has the hearing April 18, 2013 to mislead both the Court and Plaintiff and  
26 be unopposed with the facts he tells Court Clerk who is misled and does his bidding, to  
27 mislead Plaintiff and cancel the already set July hearing on the same matter, creating  
28

1 A fabricated May 7 hearing which destroys Plaintiff's chance to file his planned motions  
2 including an amended complaint with the full facts and claims.

3  
4 On April 16, 2013, Defendant sends Plaintiff via fax, "NOTICE OF MOTION OF EX  
5 PARTE for APRIL 19, 2013 at 830am to advance its currently reserved hearing date  
6 for " the "Motion to Expunge Notice of Pending Action from July 1, 2013 to May  
7 7, 2013." (EXHIBIT "HHH")  
8

9 On April 17, 2013, at 9:11AM, Defendant Webb posts a public message on Facebook in  
10 order to harass Plaintiff and Plaintiff's attorney stating,

11 "Your phone is disabled you need to pay attention and respond to letters re  
12 the Brad greenspan case. I'll be in court Friday morning and hope to see you  
13 there."

14 (EXHIBIT "FF")  
15

16 and 1343 wire fraud: On April 17, 2013 11:32AM, Defendant sends Fax letter  
17 stating:

18 "I am once again requesting that you record a withdrawal of the Notice of  
19 Pending Action that you recorded against my client's property. My client is  
20 currently in escrow to sell the property, but may lose the sale if the recorded  
21 Notice is not withdrawn within the next thrity (30) days. (EXHIBIT "III"-p1)  
22

23  
24 and 1343 wire fraud: April 17, 2013 11:32AM, Defendant Webb in same fax  
25 states,

26 - "Lastly, I located your Facebook page and communicated with you  
27 about some of these failures and since I will be appearing Exparte this Friday  
28 morning at 8:30AM in Department 38, , I am hopeful that you will appear,



1  
2 having received formal notice, and maybe we can clear the air on some of  
3 these issues.” (EXHIBIT “III” –p2)  
4

5 and 1343 wire fraud: April 18, 2013 at 10:56AM, Defendant Webb sends letter  
6 stating that

7 based on a purported meeting on April 18, 2013, the

8 “clerk in Dept 38 advised me today that the Court has maintained the  
9 original May 7, 2013 date for my Motion to Expunge.” (EXHIBIT “JJJ”)

10 i. Webb omitted the fact Webb misled the Court omitting the fact  
11 Webb’s prior properly noticed hearing for July 1, 2013 existed.

12 Defendant Webb purported to also cancel the prior Ex Parte noticed for April 19, 2013.  
13 Less than 24 hours before such hearing Defendant had requested on April 16, 2013,  
14 stating,

15 i. “As Such, I will not be appearing to seek any Ex Parte Relief tomorrow  
16 morning, as originally noticed.”

17  
18 mail fraud in violation of 18 U.S.C. § 1341;

19  
20 ii. “Enclosed” “Amended Notice of the Hearing on the motion to  
21 Expunge reflecting that the matter is now in Department 38 (instead of Department  
22 62) and the time of the hearing in Department 38 is 9:30 AM”

23 **iii. “Clerk unsure as to whether our demurrer will likewise be hear**  
24 **on May 7, 2013, but I am going to assume that it is.”**

25 iv. “As such, you must file oppositions to both the motion to Expunge and  
26 Demurrer on or before Next Wed, April 24, 2013.” (EXHIBIT “JJJ”)

27 Defendant then mail fraud in violation of 18 U.S.C. § 1341;  
28 files Motion and provides notice on April 18, 2013, stating,

i. “As the result of HRS, matter ressigned to Duffy-Lewis in Dept 38 of the above entitled Court.” And;

ii. “As the result, the courtroom date and time for the Hearings on BJG’s Motion to Expunge Notice of Pendency of Action And BJG’s and Greenberg’s Demurrers have been changed as follows:

HEARING SET FOR:

MAY 7, 2013

Time 930AM, Dept 38” (EXHIBIT “KKK”)

**I. . A different and unique additional predicate act occurred on December 9, 2012 it was a violation of 18 U.S.C. § 1343 Wire fraud**

On or about December 8, 2012, Plaintiff had a 3<sup>rd</sup> party serve Defendant Ray with a 24 hour notice of inspection. The notice sought a December 9, 2012 right under civil code 1954 to , “TO INSPECT FOR THEFT LOSS AND DAMAGE BEFORE JUDICIAL HEARING”, “between the hours of 3pm and 5pm.” (EXHIBIT “I”- p1 & p2).

Defendant Ray unlawfully refused access on December 9, 2012 in an email, refused entry and threatened Plaintiff and the management company retained for the inspection:

“under civil code 1954 section b and c I refuse you the right to enter 2177 sunset plaza dr due to your documented repeated attempts to harass myself and my son as well as your request for inspection not falling with what is considered legal normal business hours (mon-fri 9-5). In addition I have spoken to casey management whom you named on the document as landlords of the property and they assure me they do not manage this property And view it as fraudulent that you would attempt to falsify legal documents with their names. It is clear you are still trying to harass me and my son and given all the face I will call the police if you or anyone else trys to enter the property.”

1  
2  
3 Defendant Ray violated both common law and section twelve (12) of the “residential lease  
4 agreement” which states,

5  
6  
7 “12. EMERGENCY ENTRY AND INSPECTION Tenants shall make the  
8 premises available to Landlord or Landlord’s agents for the purposes of  
9 making repairs or improvements, or to supply agreed services or show the  
10 premises to prospective buyers or tenants, or in case of emergency. Except in  
11 case of emergency, Landlord shall give Tenants reasonable notice of intent to  
12 enter. For these purposes, twenty-four (24) hour written notice shall be  
13 deemed reasonable. In order to facilitate Landlord’s right of access, Tenants  
14 shall not, without Landlord’s prior written consent, add, alter or re-key any  
15 locks to the premises. At all times Landlord shall be provided with a key or  
16 keys capable of unlocking all such locks and gaining entry. Tenants further  
17 agree to notify Landlord in writing if Tenants install nay burglar alarm  
18 system, including instructions on how to disarm it in case of emergency  
19 entry.” (EXHIBIT “G”)  
20

21 Defendant Ray used the email to create a wire fraud violation by willfully  
22 Lying about his legal rights to possess Plaintiff’s property and refuse Plaintiff’s inspection  
23 Demand. Ray used the email to threaten Plaintiff wrongfully in violation of law, and  
24 Ray was fraudulently concealing the mail statements and notices from Bank of America  
25 Indicating the imminent public sale planned for the Plaintiff’s property on December  
26 13, 2013.

27 530. Homeowner additional injury caused by new cost of monthly rent, loss of use  
28 of own property and personal possessions. Plaintiff work and business harmed further by  
being forced to move outside of Los Angeles to find affordable housing and pay for legal

1 costs.

2  
3 531. Plaintiff being forced to move outside of Los Angeles temporarily  
4 by direct damages inflicted by Defendant Ray, also damaged and diminished  
5 Plaintiff's ability to receive critical business and property communications and  
6  
7 notices.

8  
9  
10 **FIFTIETH CAUSE OF ACTION FOR**  
11 **VIOLATION OF RICO 18 U.S.C. § 1962(d)**  
12  
13 **(AGAINST FORECLOSING DEFENDANTS AND DEFENDANT RAY.**  
14 **GREENBERG, BJGA, WEBB, AND TWKG)**

15 532. Plaintiff realleges and incorporates by reference herein against the RICO  
16  
17 Defendants paragraphs 1 – 531 above, as if fully set forth herein.

18 533. As alleged with particularity above, the facts demonstrate that the RICO  
19  
20 Defendants conspired to violate 18 U.S.C. § 1962(c) by conducting, or participating  
21 directly or indirectly in the conduct of, the affairs of **BID &**  
22 **CLERK RIGGER**" association-in-fact enterprise through a pattern of  
23  
24 racketeering activity.

25 534. Section 1962(d) of RICO makes it unlawful "for any person to conspire to  
26  
27 violate any of the provisions of subsection (a), (b) or (c) of this section."

28 535. The RICO Defendants' conspiracy to conceal and benefit from fraudulently  
concealed erroneously-induced foreclosure sale of Plaintiff's property at below fair market

1  
2 value through concealment of the factual record, by threatening and extorting Plaintiff,  
3 and to silence Plaintiff from exposing that concealment, as described above,  
4  
5 violates 18 U.S.C. § 1962(d).  
6

7 536. Each RICO Defendant agreed to participate, directly or indirectly, in the  
8 conduct of the affairs of **BID & CLERK RIGGER** through a pattern of racketeering  
9 activity comprised of numerous acts of mail fraud, tampering and retaliation, and each  
10 RICO Defendant so participated in violation of 18 U.S.C. § 1962(c).  
11  
12  
13

14 537. That the Defendants, in furtherance of their criminal enterprise and corrupt  
15 organization have conspired together to violate 18 U.S. C. §1513 by retaliating against a  
16 witness or an informant by taking actions harmful to Plaintiffs including interference with  
17 the lawful employment or livelihood of the Plaintiffs for providing information to  
18 authorities concerning their criminal acts and violations of state and federal laws.  
19

20 538. Defendants' violations of RICO laws have caused damages to the Plaintiff in  
21 the form of general and special damages and Plaintiff is entitled to recover from  
22 Defendants, jointly and severally, Treble damages in an amount to be determined at Trial  
23 together with Plaintiffs Attorney's fees.  
24

25 539. As alleged with particularity above, as a direct and proximate result of the  
26 RICO Defendants' aforementioned RICO conduct, Plaintiff's lawful employment and  
27 livelihood have been irreparably damaged.  
28

540. Plaintiff seeks to prohibit the RICO Defendants from utilizing the pattern of

1  
2 unlawful conduct in which they have continually engaged during the relevant time period.

3  
4 **JURY TRIAL DEMAND**

5 541. Plaintiff demands a trial by jury of all issues asserted in this complaint so  
6 triable.

7  
8 **PRAYER FOR RELIEF**

9 Wherefore, Plaintiffs pray for judgment against the Defendants and each of them,  
10 jointly and severally, as follows:

- 11
- 12 1. For a declaration of the rights and duties of the parties, specifically that the  
13 foreclosure of Plaintiffs' residence was wrongful.
  - 14 2. For issuance of an Order canceling all Trustee's Deed Upon Sale.
  - 15 3. To vacate the Trustee's Deed.
  - 16 4. To vacate and set aside the foreclosure sale.
  - 17 5. To quiet title in favor of Plaintiff and against Defendants.
  - 18 6. For declaratory and injunctive relief ordering Defendant Greenberg, BJB  
19 Associates LLC, and Ray to return all Plaintiff's personal and business property taken or  
20 converted from Subject Property.
  - 21 7. For compensatory, special, general and punitive damages according to proof  
22 against all Defendants.
  - 23 8. For civil penalties pursuant to statute, restitution, injunctive relief and  
24 reasonable attorneys fees according to proof, including but not limited to:  
25  
26  
27  
28

1           9. Three times the damages which the State sustained as a result of Defendants'  
2 false claims in an amount to be determined;  
3

4           10. Civil penalties in the amount of \$10,000 for each false claim pursuant to the  
5 False Claims Act;  
6

7           11. Civil penalties in the amount of \$2,500 for each act by Defendants in violation  
8 of the Business & Professions Code section 17200, but in an amount no less than  
9 \$2,800,000;  
10

11           12. Pursuant to Business and Professions Code § 17203, that all Defendants, their  
12 successors, agents, representatives, employees, and all persons who act in concert with  
13 them be permanently enjoined from committing any acts of unfair competition in violation  
14 of § 17200, including, but not limited to, the violations alleged herein.  
15

16           13. Judgment be entered for plaintiff against defendants, jointly and severally, for  
17 three times the amount of damages sustained by plaintiff as allowed by law, together  
18 with the costs of this action, including reasonable attorneys' fees because the conspiracy,  
19 and the acts done in furtherance thereof by defendants and their co-conspirators, be  
20 adjudged to have been in violation of Sections 1 and/or 3 of the Sherman Act, 15 U.S.C.  
21 §§ 1 and 3;  
22

23           14. Defendants, their affiliates, successors, transferees, assignees, and the officers,  
24 directors, partners, agents and employees thereof, and all other persons acting or claiming  
25 to act on their behalf, be permanently enjoined and restrained from, in any manner:  
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27

28           (1) continuing, maintaining or renewing the contract, combination or conspiracy  
that is the subject of this action, or from engaging in any other contract, combination

1 or conspiracy having a similar purpose or effect, and from adopting or following any  
2 practice, plan, program or device having a similar purpose or effect; and

3 15. Recovery based on CA Statue 735 which states,  
4

5 "If a person recover damages for a forcible or unlawful entry in or upon, or  
6 detention of any building or any cultivated real property, judgment may be entered  
7 for three times the amount at which the actual damages are assessed."

8 16. Plaintiffs have such other, further and different relief as the case may require  
9 and the Court may deem just and proper under the circumstances.

10 17. For reasonable costs of suit and further relief as the Court deems proper.

11 DATED: August 8, 2013  
12

13 By: \_\_\_\_\_

14 Brad D. Greenspan  
15 In Pro Per

16 VERIFICATION

17  
18 I, Brad Greenspan, am the Plaintiff in this matter, and I declare the  
19 following: I purchased Subject Property in 2004 and have read the  
20 facts in this complaint, and am entitled to title and possession  
21 of my Subject Property that was worth \$3.25 or more million,  
22 but wrongfully sold by Bank of America without lawful notice on  
23 December 13, 2012 while my property and muself were subject of  
24 Unlawful detainer action. The facts I reviewed herein are true.

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

28 Dated: August 8, 2013

\_\_\_\_\_  
BRAD GREENSPAN  
Quiet Title Subject Property owner

VERIFIED QUIET TITLE AND RICO COMPLAINT



**EXHIBITS**

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