

FILED

WILLIAM G. MALCOLM #129271
DON ROBINSON #123411
MELISSA M. SGROI #268296
MALCOLM ♦ CISNEROS
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Irvine, California 92612
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2012 APR -6 PM 3:25

CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE

BY:

Counsel for FEDERAL HOME LOAN MORTGAGE
CORPORATION

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - EASTERN DIVISION

NEMORIO MUNOZ, ED CV 12-00519

Plaintiff,

State Case No.: RIC1119765

VAP (DTBX)

vs.

BAC HOME LOANS
SERVICING, LP fka
COUNTRYWIDE HOME
LOANS SERVICING, LP; MTA
FINANCIAL, INC. dba
TRUSTEE CORPS; OAKTREE
FUNDING CORPORATION;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS,
INC.; FEDERAL HOME LOAN
MORTGAGE CORPORATION
and DOES 1-10 INCLUSIVE

NOTICE OF REMOVAL

Defendants.

NOW COMES FEDERAL HOME LOAN MORTGAGE CORPORATION (“Freddie Mac”/“Defendant”), defendant in *Nemorio Munoz v. Federal Home Loan Mortgage Corporation, et al.*, filed in the Superior Court of the State of California for the County of Riverside, Case No. RIC1119765 (“State Court Action”), which action was filed on December 14, 2011, and gives notice pursuant to 12 U.S.C. § 1452(f) of the removal of the State Court Action to this Court, and shows unto the Court the following:

1. Freddie Mac is a United States corporation charted by an Act of Congress, organized and existing under the Federal Home Loan Mortgage Corporation Act, 12 U.S.C. §1451, et seq., with its principal place of business located in McLean, Virginia.

2. 12 U.S.C. §1452(f) provides, in pertinent part, that any civil action in a State Court to which Freddie Mac is a party may, at any time before trial, be removed to the United States District embracing the place where the action is pending.

3. Freddie Mac is a party to the State Court Action as referenced above, and no trial of the action has yet taken place. Attached hereto as **Exhibit "A"** and incorporated by reference herein is a copy of the First Amended Complaint served upon Freddie Mac in the State Court Action. The United States District Court for the Central District of California is the judicial district in which the State Court Action is pending. Freddie Mac is therefore entitled to remove the action to this Court.

4. Concurrently with the filing of this Notice of Removal, by means of the Notice of Filing Notice of Removal filed in the State Court Action and attached hereto as **Exhibit “B”**, Freddie Mac is giving written notice to all known parties, and to the Clerk of the Superior Court of the State of California for the County of Riverside, of (i) this removal; (ii) the fact that this case is to be docketed in this Court; (iii) that this Court shall hereafter be entitled to grant all relief to Freddie Mac as is proper under the circumstances, all in accordance with 12 U.S.C. §1452 and such local rules as may be applicable.

Dated: April 6, 2012

MALCOLM ♦ CISNEROS

By: Melissa Middleton Sgroi
MELISSA MIDDLETON SGROI
Attorneys for FEDERAL HOME LOAN
MORTGAGE CORPORATION

“Exhibit A”

“Exhibit A”

“Exhibit A”

1 ROBERT MCKERNAN, ESQ., SBN 51060
2 MCKERNAN LAW OFFICES
3 A PROFESSIONAL LAW CORPORATION
4 5617 VIA JUNIPERO SERRA
5 RIVERSIDE CA 92506
6 TELEPHONE: (951) 333-5180
7 FACSIMILE: (951) 880-1520

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 14 2011

5 Attorney for Plaintiff
6 NEMORIO MUÑOZ

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

10 NEMORIO MUÑOZ,
11 Plaintiff,

vs.

12 BAC HOME LOANS SERVICING, LP fka
13 COUNTRYWIDE HOME LOANS SERVICING, LP;
14 MTA FINANCIAL, INC dba TRUSTEE CORPS;
15 OAKTREE FUNDING CORPORATION; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC; FEDERAL HOME LOAN MORTGAGE CORPORATION and DOES 1-10 INCLUSIVE

Defendants.

) Case No.: 1119765
16) RIC
17) Unlimited Case
18)
19) COMPLAINT FOR IMPOSITION OF
20) CONSTRUCTIVE TRUST AND
21) PRELIMINARY INJUNCTION
22)
23)
24)
25)
26)
27)
28)

Plaintiff NEOMORIO MUÑOZ ("Plaintiff"), alleges and complains as follows:

THE PARTIES

1. Plaintiff is and was at all times mentioned in this complaint a resident of the State of California, County of Riverside.

2. Plaintiff is informed and believes and thereon alleges that defendant, BAC HOME LOANS SERVICING, LP fka COUNTRYWIDE HOME LOANS SERVICING, LP ("BAC"), is, and was at all times mentioned in this complaint, a corporation doing business in the State of California, County of Riverside;

3. Plaintiff is informed and believes and thereon alleges that defendant MTA

1 FINANCIAL, INC dba TRUSTEE CORPS (TRUSTEE CORPS") is, and was at all times
2 mentioned in this complaint, a corporation doing business in the State of California, County of
3 Riverside.

4 4. Plaintiff is informed and believes and thereon alleges that defendant OAKTREE
5 FUNDING CORPORATION ("OAKTREE") is, and was at all times mentioned in this
6 complaint, a corporation doing business in the State of California, County of Riverside.

7 5. Plaintiff is informed and believes and thereon alleges that defendant MORTGAGE
8 ELECTRONIC REGISTRATION SYSTEMS ("MERS") is, and was and at all times
9 mentioned in this complaint, a corporation doing business in the State of California, County of
10 Riverside.

11 6. Plaintiff is informed and believes and thereon alleges that defendant FEDERAL
12 HOME LOAN MORTGAGE CORPORATION ("FREDDIE MAC") is and was at all times
13 mentioned in this complaint a corporation doing business in the State of California, County of
14 Riverside.

15 7. Plaintiff is unaware of the true names and capacities of the Defendants sued in this
16 action by the fictitious names DOES 1 through 10 inclusive (all the defendants including
17 DOES 1 through 10 are referred to collectively as "Defendants" or as otherwise stated herein).
18 Plaintiff will amend his complaint when those names and/or capacities become known to him.
19 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named DOE
20 Defendants are in some manner responsible for the events and allegations set forth in this
21 complaint and are liable to Plaintiff in the manner set forth herein.

22
23 THE FACTS

24 8. On or about September 15, 2005, Plaintiff purchased the subject Real Property with
25 the APN Number 479-441-024, commonly known as 13687 Chara Avenue, Moreno Valley,
26 CA 92553 (the "Property"). On or about September 15, 2005, Plaintiff financed the purchase of
27

1 the Property with Oaktree Funding Corporation, a California corporation, taking out a purchase
2 loan in the amount of Three Hundred Nine Thousand Six Hundred Dollars (the "Loan"), which
3 Loan was secured by a deed of trust ("Deed of Trust"), the first four pages of the Deed of Trust
4 being attached hereto as Exhibit A.

5 9. The Trustee named in the Deed of trust was Investors Title

6 10. The Deed of Trust named MERS as the beneficiary solely as a nominee for the
7 lender, OAKTREE.

8 11. At all times from the time of purchase of the property to the present, the Plaintiff
9 has occupied the property.

10 12. On September 3, 2009 a Notice of Default and Election to Sell Under Deed of
11 Trust ("NOD") was recorded in the County of Riverside (See Exhibit B). The recording was
12 requested by TRUSTEES CORP. The NOD states that "MTA Financial, Inc, dba Trustee
13 Corps is the original Trustee, duly appointed or substituted Trustee, or acting as agent for the
14 Trustee or Beneficiary under a Deed of Trust dated 09/09/2005..."

15 13. On May 13, 2010 MERS executed an Assignment of Deed of Trust (See Exhibit C)
16 assigning the beneficial interest under the Deed of Trust to BAC.

17 14. On May 13, 2010 BAC executed a Substitution of Trustee to substitute TRUSTEE
18 CORPS for Investors Title as the trustee under the Deed of Trust. (See Exhibit D.)

19 15. On May 13, 2010 a Notice of Trustee's Sale was recorded in the County of
20 Riverside by TRUSTEE CORPS and set a sale date of 06/07/2010 (See Exhibit E.).

21 16. The Plaintiff prepared and filed with BAC a request for a loan modification under
22 the Home Affordable Modification Program ("HAMP"). On September 2, 2010 Plaintiff was
23 approved to enter into a trial period plan ("Trial Period Plan") under the HAMP program (See
24 Exhibit F). Payments were to be made under the Trial Period Plan commencing October 1,
25 2010 and monthly on the first of the month thereafter. Monthly payments were to be made in
26 the amount of \$1,446.10.

27 17. On April 12, 2011 an Assignment of Deed of Trust was executed by BAC

transferring the beneficial interest under the Deed of Trust to FREDDIE MAC (See Exhibit G)

18. A Trustee's Deed Upon Sale ("Trustee's Deed") was executed by TRUSTEE CORPS and recorded April 12, 2011 transferring title to the Property to FREDDIE MAC (See Exhibit H).

19. On or about June 7, 2011, Plaintiff received from the attorney for FREDDIE MAC a Notice to Occupant to Vacate Premises, a three day notice (See Exhibit I).

20. Correspondence dated August 9, 2011 was sent to Plaintiff by BAC requesting certain unspecified information be provided to BAC by August 19, 2011 (See Exhibit J).

9 21. By way of letter dated October 13, 2011 Plaintiff made contact with BAC, through
10 his counsel, to contest the foreclosure sale and to request a rescission of the foreclosure sale
11 and the reinstatement of the Loan and the reconveyance of the Property in the name of the
12 Plaintiff (See Exhibit K).

22. On December 9, 2011 Plaintiff was personally served with a Verified Complaint For Unlawful Detainer (See Exhibit L).

PLAINTIFF ALLEGES

23. Plaintiff re-alleges and incorporates by reference, as though set forth verbatim, each allegation contained in paragraphs 1 through 22 inclusive of this complaint.

24. The filing of the NOD was done in error as the trustee, TRUSTEE CORPS, had no legal authority to initiate the proceedings because it had not been properly substituted at the time the NOD was recorded. The NOD was signed by Security Union Title Insurance Company, an authorized signatory for TRUSTEE CORPS. The NOD further provides that TRUSTEE CORPS is signing as agent for BAC. However, on September 3, 2010, BAC was not the beneficiary under the Deed of Trust. BAC did not receive an assignment of the beneficial interest of the Deed of Trust until May 13, 2011, more than eight months after the NOD was signed and recorded.

25. California Code of Civil Procedure Section 2934 (d) provides that a Trustee named in a recorded substitution of trustee shall be deemed to authorized to act as the trustee from the

1 date the substitution is executed by the mortgagee, beneficiary or their authorized agent. Here,
2 BAC executed and recorded a Substitution of Trustee on May 13, 2011 substituting TRUSTEE
3 CORPS as the new Trustee, more than eight months after recording the NOD.

4 26. The foreclosure of Plaintiff's Property was invalid and void (not just voidable)
5 because TRUSTEE CORPS did not have the power of sale to foreclose at the time it recorded
6 the NOD on September 3, 2009.

7 27. Plaintiff entered into a Trial Period Plan with BAC in September of 2010. Plaintiff
8 made all payments under the Trial Period Plan on a timely basis and was not in default
9 under the Trial Period Plan.

10 28. BAC, without giving Plaintiff any reason whatsoever had the Property sold at
11 a foreclosure sale on April 12, 2011 with TRUSTEE CORPS delivering a Trustee's Deed
12 Upon Sale to FREDDIE MAC. Such sale was a mistake and in violation of the Trial Period Plan
13 and the HAMP Treasury guidelines.

14 29. On or about June 7, 2011, Plaintiff received from the attorney for FREDDIE MAC a
15 Notice to Occupant to Vacate Premises. Plaintiff made contact with the attorney for FREDDIE
16 MAC, requesting an explanation as to why his Property had
17 gone to foreclosure sale when he was in full compliance with the terms of his Trial Period Plan.
18 The attorney for FREDDIE MAC requested that Plaintiff show proof of having made all
19 payments under the Trial Period Plan in a timely manner. Plaintiff was able to show that all
20 payments were made in a timely manner and that at the time of the foreclosure sale there was
21 no document or other information being requested of Plaintiff by BAC or being requested by
22 any of the defendants.

23 30. Plaintiff believes, and thereon alleges, that FREDDIE MAC believed a mistake had
24 been made and that the Property should not have gone to foreclosure sale. Plaintiff believes,
25 and thereon alleges, that FREDDIE MAC sent Plaintiff's file back to BAC for the purpose of
26 having BAC review the circumstances of the foreclosure sale to determine if a mistake had
27 been made. If a mistake was made and there were no grounds to proceed with the foreclosure

1 sale, BAC should reinstate the loan in Plaintiff's name, reconvey the Property to Plaintiff and
2 continue with the Trial Period Plan. The eviction process at that time was placed on hold.

3 31. The correspondence from BAC dated August 9, 2011 was not received by Plaintiff
4 until August 15, 2011. Contact was made with BAC by Plaintiff and Plaintiff was not clear as
5 to what documentation BAC was requesting.

6 32. Plaintiff made contact with the undersigned on September 7, 2011. Numerous
7 phone calls were made to BAC by Plaintiff's counsel for the purpose of providing information
8 to BAC with the goal of having Plaintiff reinstated on the Trial Period Plan. Calls were made
9 on September 9th, September 14th, September 17th, September 19th, October 4th, October 11th,
10 October 13th and October 24th Telephone calls were made to FREDDIE MAC on November
11 16th and November 18th. By way of letter dated October 13, 2011 Plaintiff made contact with
12 BAC, through his counsel, to contest the foreclosure sale, request a rescission of the
13 foreclosure sale and the reinstatement of the loan and the reconveyance of the Property into the
14 name of the Plaintiff.

15 33. Defendant BAC and FREDDIE MAC have failed and refused to rescind the
16 foreclosure sale and continue to refuse to rescind the foreclosure sale, reinstate the Loan
17 and reconvey the Property to Plaintiff.

18 34. Defendant FREDDIE MAC has failed and refused to stay the eviction process and
19 continues to refuse to stay the Unlawful Detainer action filed December 8, 2011.

20 35. By virtue of defendants mistake and wrongful acts, defendant FREDDIE MAC
21 holds the Property as a constructive trustee for Plaintiff's benefit.

22
23 WHEREFORE PLAINTIFFS prays for judgment against Defendants and each of them
24 as follows:

- 25 1. For an order declaring that defendant FREDDIE MAC holds the Property in trust for
26 Plaintiff;
27 2. For an order compelling defendant FREDDIE MAC to convey to Plaintiff defendant's

interest in the Property;

3. For an order granting possession of the Property to Plaintiff;
 4. For an order staying the Unlawful Detainer complaint filed by defendant FREDDIE MAC.
 5. For an order requiring defendant BAC to reinstate the Loan in Plaintiff's name and reactivate the Trial Period Plan for Plaintiff.
 6. For such other and further relief as the court deems proper.

Dated: December 12, 2011

Respectfully Submitted

MCKERNAN LAW OFFICES
A Professional Law Corporation
By:

**Robert K. McKernan
Attorney for Plaintiff
Nemorio Munoz**

VERIFICATION

I, Nemorio Munoz, am the Plaintiff in the above-entitled action. I have read the forgoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information, and belief and as to those matters, I believe them to be true.

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

Dated: 12/12/11



Nemorio Munoz, Plaintiff

McKenna Law Offices
5617 Via Junipero Serra
Riverside CA 92506
Telephone: (951) 333-5118

EXHIBIT

A

RECORDING REQUESTED BY
Investors Title Company
AND WHEN RECORDED MAIL TO

Name **OAKTREE FUNDING CORPORATION**
Street **312 NORTH MOUNTAIN AVENUE**
Address

City, State **UPLAND, CA 91785**
Zip

Order No. **14079310110**

DOC # **2005-0763088**

09/15/2005 08:00A Fee:57.00

Page 1 of 17

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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DEED OF TRUST

SEPARATE PAGE PURSUANT TO GOVT CODE 27361.6

Recorder (Rev. 09/05/01)

After Recording Return To:

OAKTREE FUNDING CORPORATION

312 NORTH MOUNTAIN AVENUE
UPLAND, CALIFORNIA 91786

LOAN NO.: 104948736

ESCROW NO.: 24-00937-S

TITLE NO.: 14079310-110

PARCEL NO.: 479-441-024

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

MN NO.: 100096200050800589

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 9, 2005, together with all Riders to this document.

(B) "Borrower" is
NEMORIO MUÑOZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
OAKTREE FUNDING CORPORATION, A CALIFORNIA CORPORATION

Lender is a A CALIFORNIA CORPORATION organized and existing under the laws of CALIFORNIA. Lender's address is 312 NORTH MOUNTAIN AVENUE; UPLAND, CALIFORNIA 91786

(D) "Trustee" is
Investors Title

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Initials H/H

CALIFORNIA Single Family-Fairfax Mac/Freddie Mac UNIFORM INSTRUMENT - MERS
DOCMEP SERVICES INC FORM - MDOTCAJMS

Form 3005 1/01

Page 1 of 15

ORIGINAL

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of RIVERSIDE:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 LOT 76 OF TRACT NO. 13585, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE,
 STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 142 PAGES 90 THROUGH 94,
 INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL NO.: 479-441-024

which currently has the address of 13687 CHARA AVENUE

MORENO VALLEY , California 92553 ("Property Address");
 [City/Area] [Street] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with the law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

LOAN NO.: 104948736

Initials NHCALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS
DOCREP SERVICES INC FORM - MDOTCA10105

Form 3805 1/01

Page 3 of 15
ORIGINAL

EXHIBIT

B

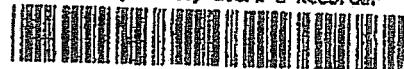
(RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:)

Trustee Corps
2112 Business Center Drive,
2nd floor
Irvine, CA 92612

DOC # 2009-0460880

09/03/2009 08:00A Fee:10.00

Page 1 of 3
Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder



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Trustee Sale No. CA0954811-3 Loan No. 104948736 Title Order No. 65008049-55

(18)



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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$11,999.42 as of 09/01/2009 and will increase until your account becomes current.

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

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

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

Trustee Sale No. CA0954811-3 Loan No. 184948736 Title Order No. 55005049-86
ATO CONTROL NO. 84253BK121YL

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

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP
c/o TRUSTEE CORPS
2112 BUSINESS CENTER DRIVE
2ND FLOOR
IRVINE, CA 92612
(949) 252-8300

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

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

NOTICE IS HEREBY GIVEN THAT: HFC FINANCIAL, INC., the TRUSTEE CORPS, is the original Trustee, duly appointed Substituted Trustee, or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 04/09/2005, executed by HEMORIO MUÑOZ A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as Beneficiary and OAKTREE FUNDING CORPORATION, A CALIFORNIA CORPORATION as Lender Recorded on 09/15/2005 as Document No. 2005-0763088 of official records in the Office of the Recorder of Riverside County, California, as more fully described on said Deed of Trust, including a Note(s) for the sum of \$309,600.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 04/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES.

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

THE BENEFICIARY OR BENEFICIARY'S AUTHORIZED AGENT HAS COMPLIED WITH CIVIL CODE SECTION 2923.5 SEE DECLARATION ATTACHED HERETO AND MADE A PART HEREOF.

DATED: 5/24/09

TRUSTEE CORPS, as Agent for BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP
BY: Security Union Title Insurance Company
Authorized Signatory Through SPL Inc as agent

TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



Notice Date: August 14, 2009
Account No.: 104948736

Property Address:
13887 Chara Avenue
Moreno Valley, CA 92553
Nemorio Munoz
13887 Chara Ave
Moreno Valley, CA 92553

CALIFORNIA DECLARATION

I, Susan Landi, a borrower of BAC Home Loans Servicing, LP, declare under penalty of perjury, under the laws of the State of California, that the following is true and correct:

- BAC Home Loans Servicing, LP has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure.
- BAC Home Loans Servicing, LP tried with due diligence to contact the borrower in accordance with California Civil Code Section 2923.5, or
- BAC Home Loans Servicing, LP verified that the borrower has surrendered the property.
- BAC Home Loans Servicing, LP has evidence and reasonably believes that the borrower has contracted with an organization, person, or entity whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and to avoid their contractual obligations to beneficiaries.
- BAC Home Loans Servicing, LP has confirmed that the borrower(s) filed for bankruptcy and the proceedings have not been finalized to wit, there is no order on the court's docket closing or dismissing the bankruptcy case.
- The provisions of California Civil Code §2923.5 do not apply because

8/17/09 La Verne, CA
Date and Place

Susan Landi
Name of Signor

Collector II
Title and/or Position

This communication is from BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
CALRECLH 02528524 8/29/2008

EXHIBIT

C

(1)

RECORDING REQUESTED BY
 Security Union Title Insurance Company
 c/o Trustee Corps

AND WHEN RECORDED MAIL TO:

Bank Of America Home Loans
 400 Countrywide Way
 MS SV-35
 Simi Valley, CA 93065

DOC # 2010-0221414

05/13/2010 08:05A Fee:21.00

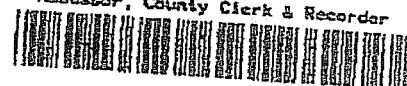
Page 1 of 2

Recorded in Official Records

County of Riverside

Larry B. Ward

Assessor, County Clerk & Recorder



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Trustee Sale No. CA0954611-3

Title Order No. 55009049

21



ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP all beneficial interest under that certain Deed of Trust dated 09/08/2005, executed by MEMORIO MUÑOZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor; to INVESTORS TITLE, as Trustee; and Recorded on 09/15/2005 as Document No. 2005-0763088 of official records in the Office of the County Recorder of Riverside County, California, real property described as follows:

LOT 76 OF TRACT NO. 13585, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 142 PAGES 80 THROUGH 84, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated: 09/01/2009

Trustee Sale No. CA0954811-3
Title Order No. 55009049

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

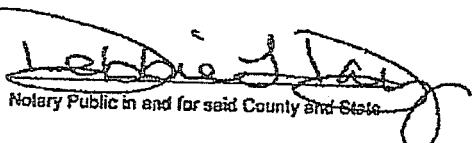
By: 
Donald Clark-Assist Vice President

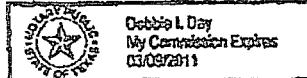
STATE OF TEXAS
COUNTY OF COLLIN

On OCT 21 2009 before me, Debbie L Day, a notary public,
personally appeared Donald Clark who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public in and for said County and State



EXHIBIT

D

2 RECORDING REQUESTED BY

Security Union Title Insurance Company
On Behalf of Trustee Corps.

AND WHEN RECORDED MAIL TO:

Trustee Corps
2112 Business Center Drive,
2nd floor
Irvine, CA 92612

DOC # 2010-0221415

05/13/2010 08:08A Fee:21.00

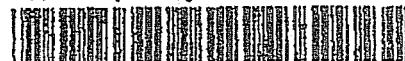
Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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Trustee Sale #: CA0854811-3

Title Order#: 55009049

SUBSTITUTION OF TRUSTEE



WHEREAS, MEMORIO MUNOZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, was the original Trustor, INVESTORS TITLE, was the original Trustee, OAKTREE FUNDING CORPORATION, A CALIFORNIA CORPORATION was the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A SEPARATE CORPORATION, ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS, was the original Beneficiary, under that certain Deed of Trust dated 09/09/2005, Recorded on 09/16/2005 as Document No. 2005-0763088 of official records in the office of the Recorder of Riverside County, California, and

WHEREAS, BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP, the undersigned, is the present Beneficiary under said Deed of Trust, and,

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

Now, THEREFORE, the undersigned Beneficiary hereby substitutes MTC FINANCIAL INC. dba TRUSTEE CORP\$, whose address is: 2112 BUSINESS CENTER DRIVE, 2nd FLOOR, IRVINE, CA 92612, as Trustee under Said Deed of Trust.

Trustee Sale #: CA0954811-3 Tills Order#: 55009049 Investor #: 273755498

DATED: 09/01/2008

BENEFICIARY:
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

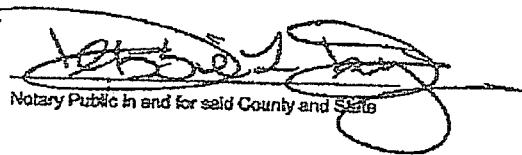
BY: David Perez, Asst. Vice President

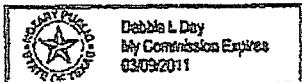
STATE OF TEXAS
COUNTY OF COLLIN

On NOV 05 2009 before me, Debbie L. Day, a notary public,
personally appeared David Perez who proved to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public In and for said County and State



EXHIBIT

E

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:]

3
Trustee Corps
30 Corporate Park, Suite 400
Irvine, CA 92603

DOC # 2010-0221416

05/13/2016 08:559 Freq: 31 02

Page 1 of 2

corded in Official Rego

City of Rivera

Larry W. Ward
Passenger, forty-eight years.

1880-1881 in His Highness' Library.

S	R	U	PAGE	SIZE	DA	MISG	LONG	RFD	COPY
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Trustee Sale # CA0954811-3 Loan# 104948758 Orig. 6550000.00

NOTICE OF TRUSTEE'S SALE

T
042

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08/08/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 05/07/2010 at 9 :00AM, **HTC FINANCIAL INC.**, dba **TRUSTEE CORPS** as the duly appointed Substituted Trustee under and pursuant to Deed of Trust Recorded on 08/15/2005 as Document No. 2005-0763088 of official records in the Office of the Recorder of Riverside County, **CALIFORNIA**, executed by **NEMORIO MUÑOZ A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as Trustor, **OAKTREE FUNDING CORPORATION, A CALIFORNIA CORPORATION**, as Beneficiary.

WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash or cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). AT: At the Sixth Street entrance to the Corona Civic Center Building, 815 W. Sixth Street, Corona, CA.

The property heretofore described is being sold "as is". All right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State describing the land therein: APN # 479-461-024-3

AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST.

The street address and other common designation, if any, of the real property described above is purported to be
19387 CHARA AVENUE, MORENO VALLEY, CALIFORNIA.

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Trustee's Sale is: \$317,142.90 (estimated amount). Accrued interest and additional advances, if any, will increase this figure prior to sale.

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

The Beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to be recorded in the County where the real property is located and more than three months have elapsed since such recording.

Trustco Sale # GA0554911-3 Loan# 104948736 Order# 55005049

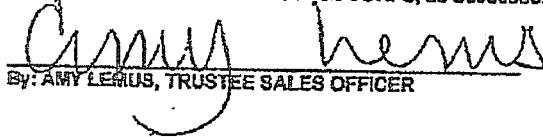
Compliance with California Civil Code Section 2924f: The Beneficiary or Beneficiary's agent has indicated that the requirements of California Civil Code Section 2924f have been met.

- Compliance with California Civil Code Section 2923.52:

1. Pursuant to California Civil Code 2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:
 Servicer does hereby state that Servicer has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53 that is current and valid on the date of the notice of sale is filed.
2. Timeframe for giving notice of sale specified in subdivision (a) Section 2923.52 Does Does not apply pursuant to section 2923.52 or 2923.55

Dated: 05/13/2010

WTC FINANCIAL INC. DBA TRUSTEE CORPS, as Successor Trustee


By: AMY LEPIUS, TRUSTEE SALES OFFICER

"TRUSTEE CORPS"

30 Corporate Park, Suite 400, IRVINE, CA 92606

FOR SALE INFORMATION CONTACT: (714)786-6361, (714) 786-6361, (849) 262-8300

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (849) 262-8300

EXHIBIT

F

You're on your way toward
a more affordable mortgage payment.

To accept our offer,
make your first payment today.

Nemorio Munoz

13687 CHARA AVENUE
MORENO VALLEY, CA 92553

Loan Number: 104545735

September 02, 2010

Dear Nemorio Munoz :

We are pleased to tell you that you are approved to enter into a trial period plan under the Home Affordable Modification Program. This is the next step toward qualifying for more affordable and sustainable mortgage payments. Please read this letter so that you understand all the steps you need to take to permanently modify your mortgage, starting with your first trial payment. Remember, there are no fees associated with this program.

What you need to do

To accept this offer you must make new monthly "trial period payments" in place of your normal monthly mortgage payment. Send in your monthly trial period payments—instead of your normal monthly mortgage payments—as follows:

1 st payment: \$1,446.10 by 10/01/2010
2 nd payment: \$1,446.10 by 11/01/2010
3 rd payment: \$1,446.10 by 12/01/2010

Payment coupons are included in this package if you wish to send your payment in the mail, or you can call us at 1.800.669.6650 and we can deduct your payment directly from your checking account. (There are no fees to make your payment by phone.)

If you do not make each trial period payment in the month in which it is due, your loan will not be modified under the Home Affordable Modification Program. Please also note that your existing loan requirements remain in effect and unchanged during the trial period.

If you successfully make all of your trial period plan payments and return any additional documents that may be required, you may receive a Modification Agreement defining your loan modification terms that must be signed, notarized and returned to us. At that time, your modification will be officially permanent.

If you have any questions, if you cannot afford the trial period payments shown above but want to remain in your home, or if you have decided to leave your home but still want to avoid foreclosure, please call us at 1.800.669.6650 as we may be able to help you.

We are glad you have been accepted into a trial period plan with the Home Affordable Modification Program. Start it today by making your first payment.

Home Retention Division
BAC Home Loans Servicing, LP

Bank of America  Home Loans

P.S. For your convenience, and to ensure you receive all required program documents in a timely manner, this package may be sent via multiple delivery methods and to all addresses on file with us.

Attachments: (1) Frequently Asked Questions, (2) Additional Trial Period Plan Information and Legal Notices, (3) Payment Coupons

EXHIBIT

G

(RECORDING REQUESTED BY
Security Union Title Insurance Company
c/o Trustee Corps

AND WHEN RECORDED MAIL TO:)

Bank Of America Home Loans
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

DOC # 2011-0160706
04/12/2011 11:10A Fee:21.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder

RECORDED BY [Signature]

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Trustee Sale No. CAD954311-3

Title Order No. 5500949

21 T
012

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **FEDERAL HOME LOAN MORTGAGE CORPORATION** all beneficial interest under that certain Deed of Trust dated **09/09/2005**, executed by **NEMORIO MUÑOZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**, as Trustor, to **INVESTORS TITLE** as Trustee; and Recorded on **09/15/2005** as Document No. **2005-0753088** of official records in the Office of the County Recorder of **Riverside County, California**, real property described as follows:

LOT 76 OF TRACT NO. 13685, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 142 PAGES 80 THROUGH 94, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

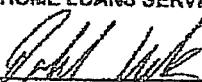
TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

Dated: OCT 21 2009

Trustee Sale No. CA0954811-3
Title Order No. 55009049

Beneficiary:

BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP

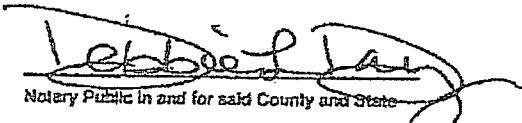
By: 
Donald Clark-Assist. Vice President

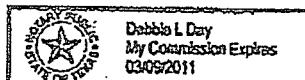
STATE OF TEXAS
COUNTY OF COLLIN

On OCT 21 2009 before me, Debbie L Day, a notary public, personally appeared Donald Clark who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.


Notary Public in and for said County and State



EXHIBIT

H

[RECORDING REQUESTED BY:
Security Union Title Pacific Coast Division
On behalf of Trustee Corps]

[WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:
FEDERAL HOME LOAN MORTGAGE CORPORATION
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

DOC # 2011-0160707

04/12/2011 11:10 AM Fee:18.00

Page 1 of 2

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



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Trustee Sale #: CA0354511-3 Loan #: 104948736 Title Order #: 55000049

TRUSTEE'S DEED UPON SALE



The undersigned grantor declares:

- 1) The Grantee herein WAS the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was \$283,833.82
- 3) The amount paid by the grantee at the trustee sale was \$128,841.30
- 4) The documentary transfer tax is \$ 0.00
- 5) Said property is in the city of MORENO VALLEY
- 6) APN # 578-431-024-3

and MTC FINANCIAL INC., dba TRUSTEE CORPS (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to FEDERAL HOME LOAN MORTGAGE CORPORATION (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Riverside, State of California, described as follows:

LOT 76 OF TRACT NO. 13585, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 142 PAGES 60 THROUGH 94, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 09/19/2005 and executed by NEOMARIE MUROZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, and Recorded on 09/15/2005 as Document No. 2005-0763048 of official records of Riverside County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

FEDERAL HOME LOAN MORTGAGE CORPORATION
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

Trustee Sale #: CA5554511-3 Loan #: 104846738 Investor #: 273755468 Title Order #: 561026449

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

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust; sold the herein described property at public auction on 04/07/2011. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$128,841.30 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 04/07/2011

MTC FINANCIAL INC., DBA TRUSTEE CORPS, as Successor Trustee

By: Robert Padilla,
Trustee Sale Officer

STATE OF California

COUNTY OF Orange

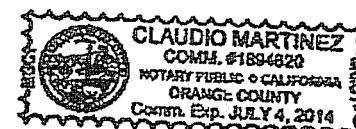
On APR 11 2011

before me, Claudio Martinez, a notary public, personally appeared Robert Padilla who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public-in and for said County and State



EXHIBIT

I

NOTICE TO OCCUPANT TO VACATE PREMISES
LOCATED AT:

13687 CHARA AVENUE
MORENO VALLEY, CA 92553

TO ALL PERSONS IN POSSESSION OF AND WHO OCCUPY THE REAL PROPERTY
AT THE ABOVE ADDRESS:

THIS IS THE FIRST STEP IN A LAWSUIT AGAINST YOU. THE FAILURE TO
VACATE THE PREMISES AS SPECIFIED BELOW WILL RESULT IN A LAWSUIT
BEING FILED AGAINST YOU. A COURT JUDGMENT AGAINST YOU WILL BE
RECORDED WITH NATIONAL CREDIT REPORTING AGENCIES.

YOU ARE HEREBY NOTIFIED that your right to occupy the real property at the above address has been terminated as the result of the sale of the real property by the trustee under a power of sale contained in a Deed of Trust which appeared of record against your property.

In the event you fail to quit and deliver up to the undersigned, as agent for the owner, possession of the real property you occupy at the above address, within the Notice Period specified below, you will be deemed to be unlawfully detaining the premises, which will result in the commencement of court proceedings against you, by the owner, to recover possession of the premises as well as court costs and the reasonable rental value of the premises for each day of your continued occupancy following expiration of the Notice Period set forth below.

NOTICE

To avoid lawsuit and expense, it will be necessary for you to vacate the premises within **THREE (3) DAYS** after service upon you of this Notice, unless your claim to possession is based on an existing rental agreement by which you rented the Premises before the notice of foreclosure from week to week, month to month, or other fixed interval. In that event, you are required to vacate the Premises within **NINETY (90) DAYS** of the service of this Notice. If you claim to be a tenant or subtenant who is entitled to remain in the Premises for ninety days, you must give notice to the undersigned within three days of the date this Notice is served on you.

If you claim to be the recipient of tenant based assistance governed by Section 8 of the United States Housing Act of 1937 (42 USC § 1437), commonly referred to as the "Section 8 Housing Program," then you are entitled to additional time in the property. Please contact our office and be prepared to provide us with all necessary information regarding your participation in the Section 8 Housing Program. If this information is verified, you will be required to vacate the premises within 90 days of the service of this notice. Additionally, this document constitutes notice that this tenancy has been terminated for "good cause" pursuant to 24 CFR §982.310(d)(1) and (e)(1). This "good cause" termination is based on the owner's business and economic interest in the property and intent to sell.

You may have the right to stay in your home for longer than 90 days. If you have a lease that ends more than 90 days from now, the new owner must honor the lease under many circumstances. Also, in some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.

You should talk to a lawyer NOW to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out. Also, if you do not respond within five days of receiving the papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.

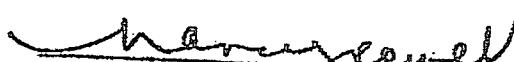
If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

This Notice is authorized pursuant to the provisions of Section 1161a(b)(3) of the California Code of Civil Procedure.

DATED: June 7, 2011

FEDERAL HOME LOAN MORTGAGE
CORPORATION, owner

by:


NANCY E POWELL (776754)
Attorney for FEDERAL HOME LOAN MORTGAGE
CORPORATION, owner
MALCOLM L. CISNEROS, A LAW CORPORATION
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
949.252.9400 (telephone)
949.252.1032 (facsimile)
Npowell@mclaw.org (e-mail)

To discuss this Notice, please contact the Evictions Department, at (949) 252-9400 between the hours of 9:00 a.m. to 4:00 p.m.. Monday through Friday.

SUBJECT PROPERTY: 13687 CHARA AVENUE
MORENO VALLEY, CA 92553

EXHIBIT

J

Bank of America



Home Loans

Po Box 5170
Simi Valley, CA 93065-5170



2772-20398-0001051-001-1-000-000-000-000

NEMORIO MUÑOZ
13687 CHARA AVE
MORENO VALLEY CA 92553

Notice Date: September 16, 2011

Account No.: 104948736

Property Address:
13687 Chara Avenue
Moreno Valley, CA 92553

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent inquiry about your home loan. This letter confirms Bank of America, N.A. has received your correspondence.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience as we research your request. You can expect a complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector.

Please write your account number on all correspondence.

p.1

951-653-0444

CSDEAY 12606 12/16/2010

Nemorio Muñoz

0d 04 11 03:14p

EXHIBIT

K

**MCKERNAN LAW OFFICES
A PROFESSIONAL CORPORATION**

**5617 VIA JUNIPERO SERRA
RIVERSIDE, CA 92506**

ROBERT K. MCKERNAN

ANNE SHOLTZ
Paralegal

**TELEPHONE 951-742-5831
FACSIMILE 951-880-1520
rknlegal@yahoo.com**

October 13, 2011

Bank of America
Loan Modification Team
450 American Street
Simi Valley, CA 93065

Re: Menorio Munoz
136⁵⁷ Chara Avenue
Moreno Valley, CA 92553
Loan # 104948736

Dear Sir or Madam:

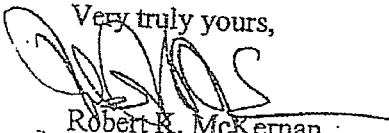
In September of last year Mr. Munoz was approved for a trial period plan under the Home Affordable Modification Program (copy enclosed). Mr. Munoz made seven payments on time through the April 2011 payment. In April Mr. Munoz called Bank of America to make his May payment. He was advised at that time that the property had gone to foreclosure and the property was now an REO property of the Bank of America. Mr. Munoz, contrary to U.S. Treasury HAMP guidelines, received no notification that his request for a loan modification had been denied.

The property was subsequently transferred to the investor, Freddie Mac. I have spoken with Marguerite at Freddie Mac and she advises that on the 8th of August her department head at Freddie Mac spoke with the servicing department for the Bank of America to advise that the file was being returned to the servicer. The return of the file was for the purpose of having the servicer consider a reinstatement of the loan with the ultimate goal being the finalization of a loan modification under the HAMP program.

I have spoken today with Lloyd in your loan modification department. He confirms that a rescission of the foreclosure sale and a reinstatement of the loan is being considered and that a decision could be made within seven to fourteen business days. I am writing to advise that I am here to help in any way I can so that a positive decision may be made with regard to the ultimate reinstatement of the loan. Should you need any further

information from the borrower, please contact me and I will insure that the information is forwarded to you. I would also like to confirm that Mr. Munoz very much wants to retain his home

Very truly yours,


Robert K. McKernan

RKM:cm

enclosures

EXHIBIT

L

**SUMMONS
(CITACION JUDICIAL)**
UNLAWFUL DETAINER—EVICTION
(RETENCION ILICITA DE UN INMUEBLE—DESALOJO)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):
NEMORIO MUÑOZ, an individual, and DOES 1 through 10,
inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

FEDERAL HOME LOAN MORTGAGE CORPORATION

You have 5 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. (To calculate the five days, count Saturday and Sunday, but do not count other court holidays. If the last day falls on a Saturday, Sunday, or a court holiday then you have the next court day to file a written response.) A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

Tiene 5 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en este caso y hacer que se entregue una copia al demandante. (Para calcular los cinco días, cuente los sábados y los domingos pero no los otros días feriados de la corte. Si el último día cae en sábado o domingo, o en un día en que la corte esté cerrada, tiene hasta el próximo día de corte para presentar una respuesta por escrito). Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.succorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte la podrá quitar su sueldo diario y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.succorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibido mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda descher el caso.

COPY

SUM-130

FOR COURT USE ONLY
SOLO PARA USO DE LA CORTE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 08 2011

CASE NUMBER Número del caso:	
MVCL 107008	

1. The name and address of the court is:
(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA
13800 Heacock Street, Building D #201
SAME

Moreno Valley, CA 92553
Moreno Valley Courthouse

2. The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
MELISSA M. SGROI #268296
MALCOLM & CISNEROS, a Law Corporation
2112 BUSINESS CENTER DRIVE
IRVINE, CA 92612
(949) 252-9400
(949) 252-1032

3. (Must be answered in all cases) An unlawful detainer assistant (Bus. & Prof. Code, §§ 6400–6415) did not did not give advice or assistance with this form. (Si plaintiff has received any help or advice for pay from an unlawful detainer assistant, complete item 6 on the next page.)

Date: DEC 08 2011 Clerk, by A. Cuthbert, Deputy
(Fechas) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

1. SEAL

4. NOTICE TO THE PERSON SERVED: You are served

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (specify):
- c. as an occupant
- d. on behalf of (specify):

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 CCP 415.46 (occupant) other (specify):

5. by personal delivery on (date):

PLAINTIFF (Name): FEDERAL HOME LOAN MORTGAGE CORPORATION	CASE NUMBER:
DEFENDANT (Name): NEMORIO MUÑOZ, an individual, and DOES 1 through 10, inclusive	

6. Unlawful detainer assistant (complete if plaintiff has received any help or advise for pay from an unlawful detainer assistant):

- a. Assistant's name:
- b. Telephone no.:
- c. Street address, city, and zip:

d. County of registration:

e. Registration no.:

f. Registration expires on (date):

MELISSA M. SGROI #268296

MALCOLM & CISNEROS, a Law Corporation

2112 BUSINESS CENTER DRIVE

SECOND FLOOR

IRVINE, CA 92612

TELEPHONE NO: (949) 252-9400

FAX NO: (949) 252-1032

ATTORNEY FOR (Plaintiff) FEDERAL HOME LOAN MORTGAGE CORPORATION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS 13800 Heacock Street, Building D #201

MAILING ADDRESS SAME

CITY AND ZIP CODE Moreno Valley, CA 92553

BRANCH NAME Moreno Valley Courthouse

CASE NAME: FHLMC V. MUÑOZ

COPY

CIVIL CASE COVER SHEET

Complex Case Designation

CASE NUMBER:

MVC 1107008

 Counter Joinder

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

 Auto (22) Uninsured motorist (48)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

 Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

 Business tort/unfair business practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)

Employment

 Wrongful termination (36) Other employment (15)

Contract

 Breach of contract/warranty (05) Rule 3.740 collections (08) Other collections (09) Insurance coverage (18) Other contract (37)

Real Property

 Eminent domain/Inverse condemnation (14) Wrongful eviction (33) Other real property (26)

Unlawful Detainer

 Commercial (31) Residential (32) Drugs (36)

Judicial Review

 Asset forfeiture (05) Petition re: arbitration award (11) Writ of mandate (02) Other judicial review (39)

Provisionally Complex Civil Litigation

(Cal. Rules of Court, rules 3.400-3.403)

 Antitrust/Trade regulation (23) Construction defect (10) Mass tort (40) Securitized litigation (28) Environmental/Toxic tort (30) Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

 Enforcement of judgment (20)

Miscellaneous Civil Complaint

 RICO (27) Other complaint (not specified above) (42)

Miscellaneous Civil Petition

 Partnership and corporate governance (21) Other petition (not specified above) (43)2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 1- Unlawful Detainer- Possession Only

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: DECEMBER 7, 2011

MELISSA M. SGROI #268296

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CIVIL CASE COVER SHEET

Legal
Solutions
LLC
PasCal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740,
Cal. Standards of Judicial Administration, rule 3.10

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to complete one box for the case type that best describes the case. You must complete Items 1 through 6 on the sheet. In Item 1, you must check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in Item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death

Uninsured Motorist (48) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death

Product Liability (not asbestos or toxic/environmental) (24)

Medical Malpractice (45)

Medical Malpractice—
Physicians & Surgeons

Other Professional Health Care
Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip
and fall)

Intentional Bodily Injury/PDAWD
(e.g., assault, vandalism)

Intentional Infliction of
Emotional Distress

Negligent Infliction of
Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business
Practice (07)

Civil Rights (e.g., discrimination,
false arrest) (not civil
harassment) (08)

Defamation (e.g., slander, libel)
(13)

Fraud (15)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice
(not medical or legal)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

Breach of Contract/Warranty (06)
Breach of Real Lease
Contract (not unlawful detainer
or wrongful eviction)
Contract/Warranty Breach—Seller
Plaintiff (not fraud or negligence)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open
book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections
Case
Insurance Coverage (not provisionally
complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent
domain, landlord/tenant, or
foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal
drugs, check this item; otherwise,
report as Commercial or Residential)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case
Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex
case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of
County)
Confession of Judgment (non-
domestic relations)
Sister State Judgment
Administrative Agency Award
(not unpaid taxes)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
Other Enforcement of Judgment
Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified
above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-
harassment)
Mechanics Lien
Other Commercial Complaint
Case (non-tort/non-complex)
Other Civil Complaint
(non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)
Other Petition (not specified
above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult
Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late
Claim
Other Civil Petition

COPY

SUPERIOR COURT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

- | | |
|--|--|
| <input type="checkbox"/> BANNING 135 N. Alcasario Road, Banning, CA 92220 | <input type="checkbox"/> MURRIETA 30755-D Auld Road, Murrieta, CA 92563 |
| <input type="checkbox"/> BLYTHE 365 North Broadway, Blythe, CA 92225 | <input type="checkbox"/> RIVERSIDE 4060 Main St., Riverside, CA 92501 |
| <input type="checkbox"/> IRVINE 2001 S. Main St., Irvine, CA 92614 | <input type="checkbox"/> RIVERSIDE 4175 Main St., Riverside, CA 92501 |
| <input type="checkbox"/> INDIO 40-2100 Davis St., Indio, CA 92201 | <input type="checkbox"/> TEMECULA 41002 County Center Dr., Suite 200, Temecula, CA 92591 |
| <input checked="" type="checkbox"/> MORENO VALLEY 13800 Hackett St. #D201, Moreno Valley, CA 92553 | |

Name and Address (949) 252-9400

MELISSA M. SGROI #268296
MALCOLM & CISNEROS, a Law Corporation
2112 BUSINESS CENTER DRIVE
SECOND FLOOR
IRVINE, CA 92612
Attorney for Plaintiff
or Party without Attorney

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 08 2011

FEDERAL HOME LOAN MORTGAGE
CORPORATION

Plaintiff(s)

vs.

NEMORIO MUÑOZ, an individual

CASE NO. *MVC/107008*

CERTIFICATE OF COUNSEL

Defendant(s)

The undersigned certifies that this matter should be tried or heard in the
MORENO VALLEY Court for the following reason:

- The action arose in this judicial district.
- The action concerns real property located in this judicial district.
- The defendant resides in this judicial district.

MALCOLM & CISNEROS, a Law Corporation

Dated: DECEMBER 7 , 2011

Signed by *Melissa M. SGROI*
ATTORNEY FOR PLAINTIFF(S)
OR PARTY WITHOUT ATTORNEY

MELISSA M. SGROI #268296

COPY

1 WILLIAM G. MALCOLM #129271
2 NANCY E. POWELL #275754
2 MELISSA M. SGROI # 268296
3 MALCOLM & CISNEROS
3 A LAW CORPORATION
4 2112 Business Center Drive
4 Second Floor
Irvine, CA 92612
5 Phone (949) 252-9400
5 Facsimile (949) 252-1032
6
6 Attorneys for FEDERAL HOME LOAN
7 MORTGAGE CORPORATION

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 08 2011

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE
(Moreno Valley Courthouse)

OSC RE: DISMISSAL		
DATE	TIME	DEPT
2/17/12	1 PM	MVHD

12 FEDERAL HOME LOAN MORTGAGE
13 CORPORATION)

Case No. *m VCI 107008*

14 -vs- Plaintiff.)

VERIFIED COMPLAINT FOR
UNLAWFUL DETAINER
[C.C.P. §§ 1161a (b)(3) and 1166]
AGAINST OCCUPANTS HOLDING
OVER AFTER NONJUDICIAL SALE
UNDER POWER OF SALE IN DEED OF
TRUST

16 NEMORIO MUÑOZ, an individual, and
17 DOES 1 through 10, inclusive,)

18 Defendant.)

[Limited Jurisdiction - Amount
Demanded Up To \$10,000]

21 Plaintiff, FEDERAL HOME LOAN MORTGAGE CORPORATION ("Plaintiff"), on
22 behalf of itself alleges as follows:

23 1. The real property, possession of which is sought in this action, is commonly
24 known as 13687 CHARA AVENUE, MORENO VALLEY, CA 92553 is situated in the
25 County of RIVERSIDE, and Defendant NEMORIO MUÑOZ (the "Defendant") is now,
26 and at all times mentioned herein was a resident of that Judicial District and County.

27 ///

28

COMPLAINT FOR UNLAWFUL DETAINER

1 2. Plaintiff does not know the true names or capacities of Defendants
2 named in this Complaint as DOES 1 through 10, inclusive, and therefore sues these
3 Defendants under the provisions of Section 474 of the California Code of Civil
4 Procedure, and prays leave to amend this Complaint to insert their true names and
5 capacities, when ascertained.

6 3. At all times relevant hereto, Plaintiff was and now is a corporation duly
7 authorized to do business in the State of California and has filed and published a
8 statement required by Section 17900 et seq. of the California Business and Professions
9 Code.

10 4. A Deed of Trust was executed and recorded in the Official Records,
11 County of RIVERSIDE, State of California on September 15, 2005 as Document No.
12 2005-0763088. By this Deed of Trust NEMORIO MUNOZ ("Trustor") conveyed the
13 Property to the Trustee to secure payment of the Trustor's Promissory Note made
14 payable to Plaintiff as Beneficiary.

15 5. The Trustor defaulted in the payments of the Promissory Note and
16 thereafter, at the request of the Beneficiary, the Trustee, in accordance with Section
17 2924 of the California Civil Code, caused to be recorded in the Official Records of the
18 office of the County Recorder of RIVERSIDE, California, a Notice of Default and
19 Election to Sell the Property under the power of sale contained in the Deed of Trust.
20 Notice was given in the manner and form required by Civil Code Section 2924b. The
21 Notice of Default contained the statement specified in paragraph (1) of subdivision (b)
22 of Section 2924c of the California Civil Code.

23 6. More than three months after the Notice of Default was recorded, the
24 Trustee, as required by section 2924 of the California Civil Code, gave notice in the
25 manner and form required by Section 2924f of the Civil Code that the Property would be
26 sold at public auction to satisfy the obligation secured by the Deed of Trust, and caused
27 the Notice of Sale to be recorded in the office of the County Recorder of RIVERSIDE,
28 California.

COMPLAINT FOR UNLAWFUL DETAINER

1 7. The Trustor failed to cure the default, and at the time and place
2 noticed for sale, the Trustee duly sold the Property to Plaintiff on April 07, 2011 who
3 was the highest bidder, and at the time executed and delivered to Plaintiff a Trustee's
4 Deed Upon Sale. Plaintiff duly perfected its title to the Property. A true and correct
5 copy of the Trustee's Deed Upon Sale recorded on April 12, 2011 as Instrument No.
6 20110160707 , in the County of RIVERSIDE, State of California is attached and
7 incorporated as Exhibit "1."

8 8. By virtue of the Trustee's Deed Upon Sale, Plaintiff is the owner, and
9 entitled to immediate possession of the Property. The address of the property is 13687
10 CHARA AVENUE, MORENO VALLEY, CA 92553 .

11 9. At the time of the sale, the Defendant was in possession of the
12 Property and has remained in possession after the sale.

13 10. On November 11, 2011 Plaintiff caused to be served (by posting and
14 mail delivery) a written Notice pursuant to C.C.P. § 1161a(b)(3) stating the Plaintiff had
15 purchased the Property and that its title had been duly perfected and demanding that all
16 persons vacate the premises. True and correct copies of the Notice to Occupant To
17 Vacate Premises with the proof of service is attached hereto as Exhibit "2".

18 11. More than three days have elapsed since the service of the Notice but
19 the Defendant has failed to deliver up possession of the premises.

20 WHEREFORE, Plaintiff prays for judgment as follows:

- 21 1. That Defendant immediately deliver possession of the Property to
22 Plaintiff;
23 2. For costs of suit incurred herein; and

24 ///

25 ///

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27 ///

28 ///

COMPLAINT FOR UNLAWFUL DETAINER

1 3. For such other and further relief as the Court deems just and proper.
2

DATED: December 7 , 2011

MALCOLM ♦ CISNEROS,
A Law Corporation

By: Melissa M. Sgroi

MELISSA M. SGROI 268296
Attorneys for Plaintiff,
FEDERAL HOME LOAN MORTGAGE
CORPORATION

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COMPLAINT FOR UNLAWFUL DETAINER

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VERIFICATION (C.C.P. 446 AND 1166)

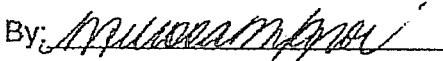
8 I am the attorney for Plaintiff in this action; the Plaintiff is absent from the
9 County of Orange, California, where I have my office, or the Plaintiff is otherwise
10 unable to verify this pleading, and I make this verification for and on behalf of the
11 party for that reason; I have read the above complaint for unlawful detainer and know
12 its contents; I am informed and believe, and on that ground allege that the matters
13 stated in it are true.

14 I certify under penalty of perjury according to the laws of the State of California
15 the foregoing is true and correct.

16 Executed on December 7 , 2011 at Irvine, California.

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MALCOLM ♦ CISNEROS,
A LAW CORPORATION

By: 

Melissa M. Sgroi
Attorneys for Plaintiff

[RECORDING REQUESTED BY:]
Security Union Title Pacific Coast Division
On behalf of Trustee Corps

WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO:
FEDERAL HOME LOAN MORTGAGE CORPORATION
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

This is to certify that this is a true and correct
copy of the original recorded instrument No. 2011060707
Instrument No. 2011060707
Pacific Coast Title Company
\$ 18 - Time: _____
County: RV.

[Space above this line for recorder's use only]

Trustee Sale#: CA0954811-3 Loan#: 104948739 Title Order#: 55009049

TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- | | | |
|----|--|--------------|
| 1) | The Grantee herein <u>WAS</u> the foreclosing beneficiary. | |
| 2) | The amount of the unpaid debt together with costs was | \$293,833.82 |
| 3) | The amount paid by the grantee at the trustee sale was | \$126,841.30 |
| 4) | The documentary transfer tax is | \$ 0.00 |
| 5) | Said property is in the city of <u>MORENO VALLEY</u> | |
| 6) | APN# <u>479-441-024-3</u> | |

and MTC FINANCIAL INC., dba TRUSTEE CORPS (herein called Trustee), as the duly appointed Trustee under the Deed of Trust hereinafter described, does hereby grant and convey, but without covenant or warranty, express or implied, to FEDERAL HOME LOAN MORTGAGE CORPORATION (herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of Riverside, State of California described as follows:

LOT 76 OF TRACT NO. 13585, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 142 PAGES 90 THROUGH 94, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

RECITALS:

This conveyance is made pursuant to the powers conferred upon Trustee by that certain Deed of Trust dated 09/09/2005 and executed by NEMORIO MUÑOZ, A MARRIED MAN AS HIS SOLE AND SEPARTE PROPERTY, as Trustor, and Recorded on 09/15/2005 as Document No. 2005-0763088 of official records of Riverside County, California, and after fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the Office of the Recorder of said County, and such default still existed at the time of sale.

FEDERAL HOME LOAN MORTGAGE CORPORATION
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

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

Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its powers under said Deed of Trust, sold the herein described property at public auction on 04/07/2011. Grantee, being the highest bidder at said sale, became the purchaser of said property for the amount bid being \$128,841.39 in lawful money of the United States, or by credit bid if the Grantee was the beneficiary of said Deed of Trust at the time of said Trustee's Sale.

DATED: 04/07/2011

HTC FINANCIAL INC., DBA TRUSTEE CORPS, as Successor Trustee

By: Robert Padilla,
Trustee Sale Officer

STATE OF California

COUNTY OF Orange

On APR 11 2011 before me, Claudio Martinez, a notary public, personally appeared Robert Padilla who proved to me on the basis of satisfactory evidence to be, the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address)

WILLIAM G. MALCOLM #126271
KEVIN HAHN #231570
NICHOLAS BRUTOCAO #252741
Malcolm Clergerie
A Law Corporation
2112 Business Center Drive
Irvine, California 92612

PROOF OF SERVICE

I, the undersigned declare that I served the Notice(s) below indicated:

• **30 DAY NOTICE TO QUIT**

The above described Notice(s) were served on the following named parties in the manner set forth below:

NAME: NEGORIO IRUNIQZ and all persons in possession of and who occupy the real property.
ADDRESS: 13287 CHARA AVENUE, MORENO VALLEY, CA 92553

1. PERSONAL SERVICE

By delivering a copy of the Notice(s) on _____ at _____ to
at the address above.

2. CONSTRUCTIVE SERVICE

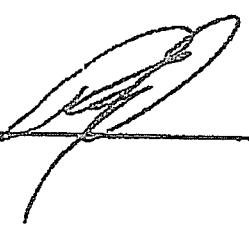
After due and diligent effort, by service of said Notice(s) as
authorized by C.C.P. Section 1162 (2,3) on each of the above
named parties in the manner set forth below:

A. By leaving a copy for each of the above named parties on _____ at _____, with _____, a competent
member of the household at the usual place of residence of each of the above named parties.

B. By posting a copy for each of the above named parties on November 11, 2011 at 12:12 PM in a
conspicuous place on the property; and thereafter mailing a copy to each said party by depositing said copies
in the United States mail, in a sealed envelope with postage fully prepaid, addressed to each said party at
their place where the property is situated on November 11, 2011.

At the time of service, I was at least 18 years of age. I declare under penalty of perjury that the foregoing is
true and correct.

Dated: November 11, 2011
NAME: RAUL MALDONADO
C/O NATIONWIDE LEGAL, LLC
Registration Number 8771, County of Los Angeles
820 N. Parton Street, 2nd Floor
Santa Ana, California 92701
(714) 558-2300
The fee for service was: \$90.00
Registration Number: 1175
County: RIVERSIDE
Ref: 9186077



NOTICE TO OCCUPANT TO VACATE PREMISES
LOCATED AT:

13687 CHARA AVENUE
MORENO VALLEY, CA 92553

TO ALL PERSONS IN POSSESSION OF AND WHO OCCUPY THE REAL PROPERTY
AT THE ABOVE ADDRESS:

THIS IS THE FIRST STEP IN A LAWSUIT AGAINST YOU. THE FAILURE TO
VACATE THE PREMISES AS SPECIFIED BELOW WILL RESULT IN A LAWSUIT
BEING FILED AGAINST YOU. A COURT JUDGMENT AGAINST YOU WILL BE
RECORDED WITH NATIONAL CREDIT REPORTING AGENCIES.

YOU ARE HEREBY NOTIFIED that your right to occupy the real property at the above address has been terminated as the result of the sale of the real property by the trustee under a power of sale contained in a Deed of Trust which appeared of record against your property.

In the event you fail to quit and deliver up to the undersigned, as agent for the owner, possession of the real property you occupy at the above address, within the Notice Period specified below, you will be deemed to be unlawfully detaining the premises, which will result in the commencement of court proceedings against you, by the owner, to recover possession of the premises as well as court costs and the reasonable rental value of the premises for each day of your continued occupancy following expiration of the Notice Period set forth below.

NOTICE

To avoid lawsuit and expense, it will be necessary for you to vacate the premises within THREE (3) DAYS after service upon you of this Notice, unless your claim to possession is based on an existing rental agreement by which you rented the Premises before the notice of foreclosure from week to week, month to month, or other fixed interval. In that event, you are required to vacate the Premises within NINETY (90) DAYS of the service of this Notice. If you claim to be a tenant or subtenant who is entitled to remain in the Premises for ninety days, you must give notice to the undersigned within three days of the date this Notice is served on you.

If you claim to be the recipient of tenant based assistance governed by Section 8 of the United States Housing Act of 1937 (42 USC § 1437), commonly referred to as the "Section 8 Housing Program," then you are entitled to additional time in the property. Please contact our office and be prepared to provide us with all necessary information regarding your participation in the Section 8 Housing Program. If this information is verified, you will be required to vacate the premises within 90 days of the service of this notice. Additionally, this document constitutes notice that this tenancy has been terminated for "good cause" pursuant to 24 CFR §982.310(d)(1) and (e)(1). This "good cause" termination is based on the owner's business and economic interest in the property and intent to sell.

You may have the right to stay in your home for longer than 90 days. If you have a lease that ends more than 90 days from now, the new owner must honor the lease under many circumstances. Also, in some cases and in some cities with a "just cause for eviction law," you may not have to move at all. But you must take the proper legal steps in order to protect your rights.

You should talk to a lawyer NOW to see what your rights are. You may receive court papers in a few days. If your name is on the papers it may hurt your credit if you do not respond and simply move out. Also, if you do not respond within five days of receiving the papers, even if you are not named in the papers, you will likely lose any rights you may have. In some cases, you can respond without hurting your credit. You should ask a lawyer about it.

If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

This Notice is authorized pursuant to the provisions of Section 1161a(b)(3) of the California Code of Civil Procedure.

DATED: November 09, 2011 FEDERAL HOME LOAN MORTGAGE CORPORATION, owner

by:



MELISSA M. SGROI
Attorney for FEDERAL HOME LOAN MORTGAGE
CORPORATION, owner
MALCOLM ♦ CISNEROS, A LAW CORPORATION
2112 Business Center Drive, 2nd Floor
Irvine, California 92612
949.252.9400 (telephone)
949.252.1032 (facsimile)
Msgroi@mclaw.org (e-mail)

To discuss this Notice, please contact the Evictions Department, at (949) 252-9400 between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday.

SUBJECT PROPERTY: 13687 CHARA AVENUE, MORENO VALLEY, CA 92553

COPY

NOTICE: EVERYONE WHO LIVES IN THIS RENTAL UNIT MAY BE EVICTED BY COURT ORDER. READ THIS FORM IF YOU LIVE HERE AND IF YOUR NAME IS NOT ON THE ATTACHED SUMMONS AND COMPLAINT.

1. If you live here and you do not complete and submit this form within 10 days of the date of service shown on this form, you will be evicted without further hearing by the court along with the persons named in the Summons and Complaint.
2. If you file this form, your claim will be determined in the eviction action against the persons named in the Complaint.
3. If you do not file this form, you will be evicted without further hearing.

CLAIMANT OR PLAINTIFF'S ATTORNEY (Name and Address):	TELEPHONE NO.:	FOR COURT USE ONLY
ATTORNEY FOR (Name):		
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA STREET ADDRESS: 13800 Heacock Street, Building D #201 MAILING ADDRESS: SAME CITY AND ZIP CODE: Moreno Valley, CA 92553 BRANCH NAME: Moreno Valley Courthouse		
PLAINTIFF: FEDERAL HOME LOAN MORTGAGE CORPORATION DEFENDANT: NEMORIO MUÑOZ, an individual		
PREJUDGMENT CLAIM OF RIGHT TO POSSESSION		CASE NUMBER: MVC 1107008 <small>(To be completed by the process server)</small>
DATE OF SERVICE: <small>(Date that this form is served or delivered, and posted, and mailed by the officer or process server)</small>		

I DECLARE THE FOLLOWING UNDER PENALTY OF PERJURY:

1. My name is (specify):
2. I reside at (street address, unit No., city and ZIP code):
3. The address of "the premises" subject to this claim is (address):
4. On (insert date): [REDACTED], the landlord or the landlord's authorized agent filed a complaint to recover possession of the premises. (This date is the court filing date on the accompanying Summons and Complaint.)
5. I occupied the premises on the date the complaint was filed (the date in item 4). I have continued to occupy the premises ever since.
6. I was at least 18 years of age on the date the complaint was filed (the date in item 4).
7. I claim a right to possession of the premises because I occupied the premises on the date the complaint was filed (the date in item 4).
8. I was not named in the Summons and Complaint.
9. I understand that if I make this claim of right to possession, I will be added as a defendant to the unlawful detainer (eviction) action.
10. (Filing fee) I understand that I must go to the court and pay a filing of \$ 200 or file with the court the form "Application for Waiver of Court Fees and Costs." I understand that if I don't pay the filing fee or file with the court the form for waiver of court fees within 10 days from the date of service on this form (excluding court holidays), I will not be entitled to make a claim of right to possession.

(Continued on reverse)

PLAINTIFF (Name): FEDERAL HOME LOAN MORTGAGE CORPORATION

SE NUMBER:

DEFENDANT (Name): NEMORIO MUÑOZ, an individual

NOTICE: If you fail to file this claim, you will be evicted without further hearing.

11. (Response required within five days after you file this form) I understand that I will have five days (excluding court holidays) to file a response to the Summons and Complaint after I file this Prejudgment Claim of Right to Possession form.

12. Rental agreement. I have (check all that apply to you):

- a. an oral rental agreement with the landlord.
- b. a written rental agreement with the landlord.
- c. an oral rental agreement with a person other than the landlord.
- d. a written rental agreement with a person other than the landlord.
- e. other (explain):

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

WARNING: Perjury is a felony punishable by imprisonment in the state prison.

Date:

(TYPE OR PRINT NAME)

►
(SIGNATURE OF PLAINTIFF)

NOTICE: If you file this claim of right to possession, the unlawful detainer (eviction) action against you will be determined at trial. At trial, you may be found liable for rent, costs, and, in some cases, treble damages.

- NOTICE TO OCCUPANTS -

YOU MUST ACT AT ONCE if all the following are true:

1. You are NOT named in the accompanying Summons and Complaint.
2. You occupied the premises on or before the date the unlawful detainer (eviction) complaint was filed. (The date is the court filing date on the accompanying Summons and Complaint.)
3. You still occupy the premises.

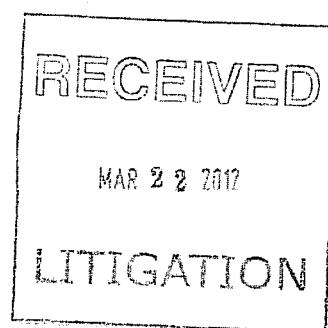
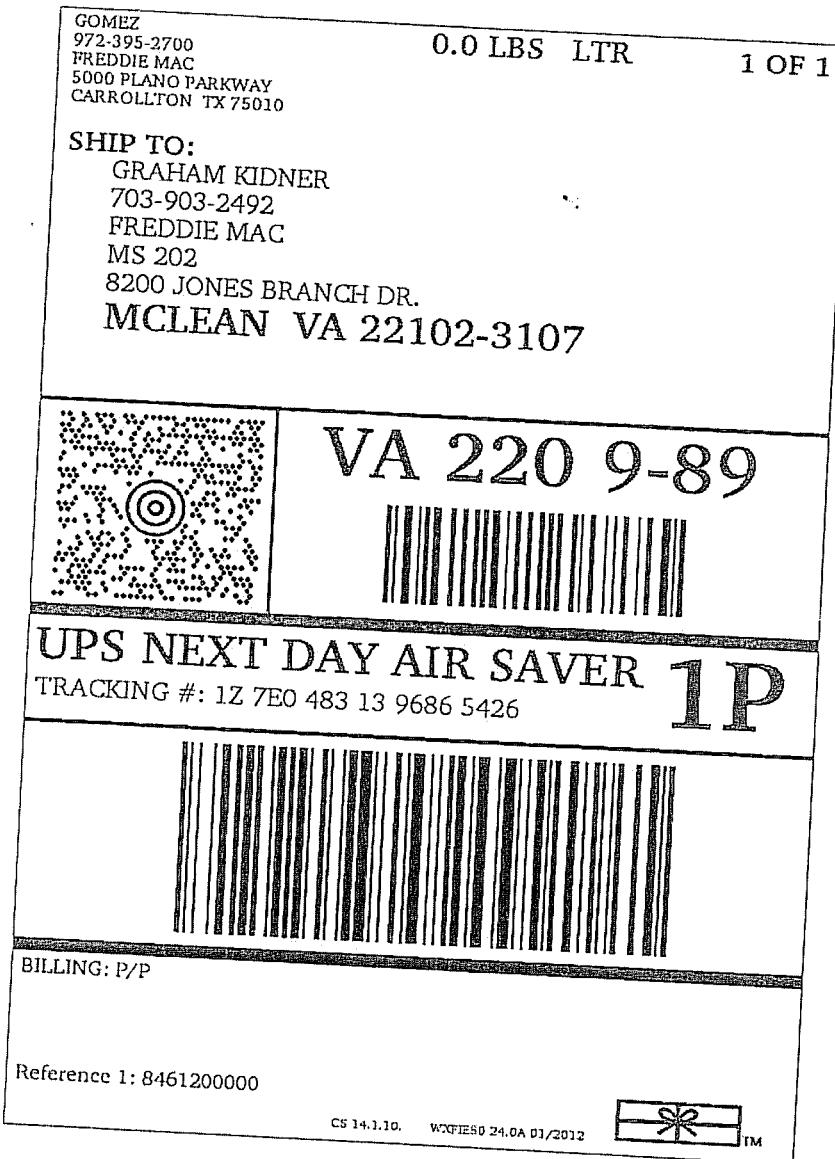
(Where to file this form) You can complete and SUBMIT THIS CLAIM FORM WITHIN 10 DAYS from the date of service (on the reverse of this form) at the court where the unlawful detainer (eviction) complaint was filed.

(What will happen if you do not file this form) If you do not complete and submit this form (and pay a filing fee or file the form for proceeding in forma pauperis if you cannot pay the fee), YOU WILL BE EVICTED.

After this form is properly filed, you will be added as a defendant in the unlawful detainer (eviction) action and your right to occupy the premises will be decided by the court. *If you do not file this claim, you will be evicted without a hearing.*

UPS CampusShip: Shipment Label

Page 1 of 1



SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FEDERAL HOME LOAN MORTGAGE CORPORATION and DOES 1 - 10 inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NEMORIO MUÑOZ

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 14 2011

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sefhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sefhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lee la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): SUPERIOR COURT OF CALIFORNIA
4050 Main Street
Riverside, CA 92501

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
McKernan Law Offices, Robert McKernan, 5617 Via Junipero Serra, Riverside, CA 92506 (951) 333-5180

DATE: December 12, 2011
(Fecha)

DEC 14 2011

Clerk, by
(Secretario)

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).
(Para prueba de entrega de esta citación usa el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served
1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify): **FEDERAL HOME LOAN MORTGAGE**
CORPORATION

under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):

4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ROBERT K. MCKERNAN, SBN 51060

MCKERNAN LAW OFFICES, APLC
 5617 VIA JUNIPERO SERRA
 RIVERSIDE, CA 92506

TELEPHONE NO.: (951) 333-5180

ATTORNEY FOR (Name): **NEMORIO MUÑOZ**

FAX NO.: (951) 880-1520

SUPERIOR COURT OF CALIFORNIA, COUNTY OF **RIVERSIDE**
 STREET ADDRESS: 4050 Main Street
 MAILING ADDRESS: 4050 Main Street
 CITY AND ZIP CODE: Riverside, CA 92501
 BRANCH NAME: Riverside Main

CASE NAME:

MUÑOZ v. FHLMC

CIVIL CASE COVER SHEET

Unlimited Limited
 (Amount demanded
 exceeds \$25,000) (Amount demanded is
 \$25,000 or less)

Complex Case Designation

Counter Joinder

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

RIC

1119765

JUDGE:

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

Auto (22)
 Uninsured motorist (48)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
 Product liability (24)
 Medical malpractice (45)
 Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

Business tort/unfair business practice (07)
 Civil rights (08)

Defamation (13)

Fraud (16)

Intellectual property (19)

Professional negligence (25)

Other non-PI/PD/WD tort (35)

Employment

Wrongful termination (36)
 Other employment (15)

Contract

Breach of contract/warranty (06)
 Rule 3.740 collections (09)

Other collections (09)

Insurance coverage (18)

Other contract (37)

Real Property

Eminent domain/inverse condemnation (14)

Wrongful eviction (33)

Other real property (26)

Unlawful Detainer

Commercial (31)
 Residential (32)

Drugs (38)

Judicial Review

Asset forfeiture (05)
 Petition re: arbitration award (11)
 Writ of mandate (02)

Other judicial review (39)

Provisionally Complex Civil Litigation
 (Cal. Rules of Court, rules 3.400-3.403)

Antitrust/Trade regulation (03)
 Construction defect (10)
 Mass tort (40)
 Securities litigation (28)
 Environmental/Toxic tort (30)
 Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

Enforcement of judgment (20)

Miscellaneous Civil Complaint

RICO (27)
 Other complaint (not specified above) (42)

Miscellaneous Civil Petition

Partnership and corporate governance (21)
 Other petition (not specified above) (43)

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 1 - Imposition of Constructive Trust

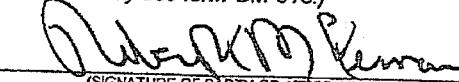
5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 12, 2011

Robert K. McKernan

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
 - File this cover sheet in addition to any cover sheet required by local court rule.
 - If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
 - Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in Item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)—Personal Injury/Property
Damage/Wrongful Death

Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/
Property Damage/Wrongful Death)
Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death

Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)

Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice

Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD
(e.g., assault, vandalism)

Intentional Infliction of
Emotional Distress

Negligent Infliction of
Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business
Practice (07)

Civil Rights (e.g., discrimination,
false arrest) (*not civil
harassment*) (08)

Defamation (e.g., slander, libel)
(13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice
(*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)

Other Employment (15)

CASE TYPES AND EXAMPLES

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open
book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections
Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or
foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case
Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex
case types listed above*) (41)
Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of
County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award
(*not unpaid taxes*)
Petition/Certification of Entry of
Judgment on Unpaid Taxes
Other Enforcement of Judgment
Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified
above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint
Case (*non-tort/non-complex*)
Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)

Other Petition (*not specified
above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult
Abuse

Election Contest
Petition for Name Change
Petition for Relief From Late
Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

BANNING 135 N. Alessandro Rd., Banning, CA 92220
 BLYTHE 265 N. Broadway, Blythe, CA 92225
 RIVERSIDE 4050 Main St., Riverside, CA 92501
 HEMET 880 N. State St., Hemet, CA 92543

INDIO 46-200 Oasis St., Indio, CA 92201
 MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553
 TEMECULA 41002 County Center Dr., Ste. 100, Temecula, CA 92591

RI-030

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) MCKERNAN LAW OFFICES, APLC ROBERT K. MCKERNAN, SBN 51060 5617 Via Junipero Serra Riverside, CA 92506 TELEPHONE NO: (951) 333-5180 FAX NO. (Optional): (951) 880-1520 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff, Nemorio Munoz</p> <p>PLAINTIFF/PETITIONER: NEMORIO MUNOZ</p> <p>DEFENDANT/RESPONDENT: BAC HOME LOANS SERVICING, LP et al</p>	<p>FOR COURT USE ONLY</p> <p style="text-align: center;">FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p style="text-align: right;">DEC 14 2011</p> <p style="text-align: right;">CASE NUMBER: 1119765</p> <p style="text-align: right;">RIC</p>
---	--

All civil cases shall be filed in the following courthouses based on the zip code of the area in which the cause of action arose.

The undersigned certifies that this matter should be tried or heard in the following court:

Banning Blythe Hemet Indio
 Moreno Valley Riverside Temecula

For the reasons specified below:

- The action arose in the zip code of: 92553 or
 City/Community of: Moreno Valley
- The action concerns real property located in the zip code of: 92553 or
 City/Community of: Moreno Valley
- The Defendant resides in the zip code of: _____ or
 City/Community of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 12/12/11

Robert K. McKernan

(TYPE OR PRINT NAME OF ATTORNEY PARTY MAKING DECLARATION)

► 
(SIGNATURE)

RIVERSIDE SUPERIOR COURT

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Minute Order

Case RIC1119765 - MUNOZ VS BAC HOME LOANS SERVICING LP

NON-PROOF OF SERVICE (NON-APPEARANCE) HEARING

02/14/2012 8:00 AM DEPT. CLERK

OSC HEARING RE: WHY SANCTIONS OF \$150.00 SHOULD NOT BE ORDERED ON THE COMPLAINT
FILED 12/14/2011 OF NEMORIO MUÑOZ AS TO BAC HOME LOANS SERVICING LP, MTA FINANCIAL
INC, OAKTREE FUNDING CORPORATION, MORTGAGE ELECTRONICREGISTRATION SYSTEMS,
FEDERAL HOME LOAN MORTGAGE CORPORATION FOR FAILURE TO FILE PROOF OF SERVICE OF
SUMMONS AND COMPLAINT SET FOR 03/22/12 AT 08:30 IN DEPT. 03
ORDER TO SHOW CAUSE ISSUED

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RIVERSIDE SUPERIOR COURT

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Minute Order

Case RIC1119765 - MUNOZ VS BAC HOME LOANS SERVICING LP

ORDER TO SHOW CAUSE HEARING WHY SANCTIONS OF \$150.00 ON THE COMPLAINT FILED 12/14/2011 OF NEMORIO MUNOZ AS TO BAC HOME LOANS SERVICING LP, MTA FINANCIAL INC, OAKTREE FUNDING CORPORATION, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, FEDERAL HOME LOAN MORTGAGE CORPORATION SHOULD NOT BE ORDERED FOR FAILURE TO FILE PROOF OF SERVICE OF SUMMONS.

03/22/2012 8:30 AM DEPT. 03

HONORABLE JUDGE GLORIA CONNOR TRASK, PRESIDING

CLERK: C. ANDREWS

COURT REPORTER: P. HANSON

NEMORIO MUNOZ REPRESENTED BY MCKERNAN LAW OFFICES - ROBERT MCKERNAN PRESENT.

ORDER TO SHOW CAUSE RE: DISMISSAL ON THE COMPLAINT FILED 12/14/2011 OF NEMORIO MUNOZ AS TO BAC HOME LOANS SERVICING LP, MTA FINANCIAL INC, OAKTREE FUNDING CORPORATION, MORTGAGE ELECTRONICREGISTRATION SYSTEMS, FEDERAL HOME LOAN MORTGAGE CORPORATION UNLESS AN ANSWER OR DEFAULT IS ENTERED PRIOR TO THE OSC HEARING SET 06/29/12, @ 08:30 IN DEPT. 03

THE COURT ORIGINALLY GAVE 6/18/12 AS THE CONTINUED DATE, HOWEVER THAT DATE IS NOT AVAILABLE TO THE COURT.

THE CMC IS ALSO CONTINUED TO 6/29/12.

NOTICE TO BE GIVEN BY CLERK.

NOTICE SENT TO MCKERNAN LAW OFFICES ON 3/22/12

PRINT MINUTE ORDER

RIVERSIDE SUPERIOR COURT

PUBLIC ACCESS

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Minute Order

Case RIC1119765 - MUNOZ VS BAC HOME LOANS SERVICING LP

CASE MANAGEMENT CONFERENCE HEARING

06/18/2012 8:30 AM DEPT. 03

DUE TO THE COURTS UNAVAILABILITY

HEARING IS RESET FOR 06/29/12 AT 08:30 IN DEPARTMENT 03.

PRINT MINUTE ORDER

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“Exhibit B”

“Exhibit B”

“Exhibit B”

WILLIAM G. MALCOLM #129271
DON ROBINSON # 123411
MELISSA MIDDLETON SGROI #268296
MALCOLM ♦ CISNEROS
2112 Business Center Drive
2nd Floor
Irvine, California 92612
Telephone: (949) 252-9400
Telecopier: (949) 252-1032

Counsel for FEDERAL HOME LOAN MORTGAGE CORPORATION

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

NEMORIO MUNOZ,

Case No. RIC1119765

Plaintiff,

VS.

BAC HOME LOANS SERVICING, LP
fka COUNTRYWIDE HOME LOANS
SERVICING, LP; MTA FINANCIAL,
INC. dba TRUSTEE CORPS; OAKTREE
FUNDING CORPORATION;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.;
FEDERAL HOME LOAN MORTGAGE
CORPORATION and DOES 1-10
INCLUSIVE.

**NOTICE OF FILING OF NOTICE OF
REMOVAL**

Defendants.

PLEASE TAKE NOTICE that FEDERAL HOME LOAN MORTGAGE CORPORATION (“Freddie Mac”)/“Defendant”), defendant in the above-styled action, has this date filed in the United States District Court for the Central District of California, a Notice of Removal thereby effecting removal of this case.

Dated: April 6, 2012 MALCOLM ♦ CISNEROS

By: Muhammad Iqbal

MELISSA M. SGROI

MELISSA M. SGRONI
Attorneys for FEDERAL HOME LOAN MORTGAGE
CORPORATION

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

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Virginia A. Phillips and the assigned discovery Magistrate Judge is David T. Bristow.

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

EDCV12- 519 VAP (DTBx)

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

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

NOTICE TO COUNSEL

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

Subsequent documents must be filed at the following location:

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

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

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

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

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself)
NEMORIO MUÑOZ

DEFENDANTS

BAC HOME LOANS SERVICING, LP fka COUNTRYWIDE HOME LOANS
SERVICING, LP; MTA FINANCIAL, INC dba TRUSTEE CORPS; OAKTREE
FUNDING CORPORATION; MORTGAGE ELECTRONIC REGISTRATION

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing
yourself, provide same.)
Robert McKernan #51060
McKernan Law Offices- 5617 Via Junipero Serra, Riverside, CA 92506
Phone: (951)-333-5180 / Fax: (951) 880-1520

Attorneys (If Known)

William G. Malcolm #129271 / Melissa M. Sgroi #268296
Malcolm & Cisneros- 2112 Business Center Dr., 2nd Fl., Irvine, CA 92612
Phone: (949) 252-9400 / Fax: (949) 252-1032

II. BASIS OF JURISDICTION (Place an X in one box only.)

U.S. Government Plaintiff 3 Federal Question (U.S.
Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship
of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

Citizen of This State	<input type="checkbox"/> PTF	<input type="checkbox"/> DEF	Incorporated or Principal Place	<input type="checkbox"/> PTF	<input type="checkbox"/> DEF
	<input type="checkbox"/> 1	<input type="checkbox"/> 1	of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place	<input type="checkbox"/> 5	<input type="checkbox"/> 5
			of Business in Another State		
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

1 Original 2 Removed from 3 Remanded from 4 Reinstated or 5 Transferred from another district (specify): 6 Multi-
District Litigation 7 Appeal to District Judge from Magistrate Judge
Proceeding State Court Appellate Court Reopened

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No

MONEY DEMANDED IN COMPLAINT: \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

12 U.S.C. Section 1452(f) - Federal Home Loan Mortgage Corporation Act

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES

- 400 State Reapportionment
- 410 Antitrust
- 430 Banks and Banking
- 450 Commerce/ICC
Rates/etc.
- 460 Deportation
- 470 Racketeer Influenced
and Corrupt
Organizations
- 480 Consumer Credit
- 490 Cable/Sat TV
- 810 Selective Service
- 850 Securities/Commodities/
Exchange
- 875 Customer Challenge 12
USC 3410
- 890 Other Statutory Actions
- 891 Agricultural Act
- 892 Economic Stabilization
Act
- 893 Environmental Matters
- 894 Energy Allocation Act
- 895 Freedom of Info. Act
- 900 Appeal of Fee Determination Under Equal
Access to Justice
- 950 Constitutionality of
State Statutes

CONTRACT

- 110 Insurance
- 120 Marine
- 130 Miller Act
- 140 Negotiable Instrument
- 150 Recovery of
Overpayment &
Enforcement of
Judgment
- 151 Medicare Act
- 152 Recovery of Defaulted
Student Loan (Excl.
Veterans)
- 153 Recovery of
Overpayment of
Veteran's Benefits
- 160 Stockholders' Suits
- 190 Other Contract
- 195 Contract Product
Liability
- 196 Franchise

REAL PROPERTY

- 210 Land Condemnation
- 220 Foreclosure
- 230 Rent Lease & Ejectment
- 240 Torts to Land
- 245 Tort Product Liability
- 290 All Other Real Property

TORTS

- PERSONAL INJURY
- 310 Airplane
- 315 Airplane Product
Liability
- 320 Assault, Libel &
Slander
- 330 Fed. Employers'
Liability
- 340 Marine
- 345 Marine Product
Liability
- 350 Motor Vehicle
- 355 Motor Vehicle
Product Liability
- 360 Other Personal
Injury
- 362 Personal Injury-
Med Malpractice
- 365 Personal Injury-
Product Liability
- 368 Asbestos Personal
Injury Product
Liability

IMMIGRATION

- 462 Naturalization
Application
- 463 Habeas Corpus-
Alien Detainee
- 465 Other Immigration
Actions

TORTS

- PROPERTY
- 370 Other Fraud
- 371 Truth in Lending
- 380 Other Personal
Property Damage
- 385 Property Damage
Product Liability
- 422 Appeal 28 USC
158
- 423 Withdrawal 28
USC 157
- 441 Voting
- 442 Employment
- 443 Housing/Accom-
modations
- 444 Welfare
- 445 American with
Disabilities -
Employment
- 446 American with
Disabilities -
Other
- 440 Other Civil
Rights

CIVIL RIGHTS

- 441 Voting
- 442 Employment
- 443 Housing/Accom-
modations
- 444 Welfare
- 445 American with
Disabilities -
Employment
- 446 American with
Disabilities -
Other
- 440 Other Civil
Rights

PRISONER PETITIONS

- 510 Motions to
Vacate Sentence
Habeas Corpus
- 530 General
Property Damage
- 535 Death Penalty
- 540 Mandamus/
Other
- 550 Civil Rights
- 555 Prison Condition
- 610 Agriculture
- 620 Other Food &
Drug
- 625 Drug Related
Seizure of
Property 21 USC
881
- 630 Liquor Laws
- 640 R.R. & Truck
- 650 Airline Regs
- 660 Occupational
Safety /Health
- 690 Other

FORFEITURE / PENALTY

- 610 Agriculture
- 620 Other Food &
Drug
- 625 Drug Related
Seizure of
Property 21 USC
881
- 630 Liquor Laws
- 640 R.R. & Truck
- 650 Airline Regs
- 660 Occupational
Safety /Health
- 690 Other

LABOR

- 710 Fair Labor Standards
Act
- 720 Labor/Mgmt.
Relations
- 730 Labor/Mgmt.
Reporting &
Disclosure Act
- 740 Railway Labor Act
- 790 Other Labor
Litigation
- 791 Empl. Ret. Inc.
Security Act
- 820 Copyrights
- 830 Patent
- 840 Trademark
- 861 HIA (1395f)
- 862 Black Lung (923)
(405(g))
- 863 DIWC/DIWV
(405(g))
- 864 SSID Title XVI
- 865 RSI (405(g))
- 870 Taxes (U.S. Plaintiff
or Defendant)
- 871 IRS-Third Party 26
USC 7609

ED CV 12 - 00519

VAP (DTBX)

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). **IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? No Yes
 If yes, list case number(s): _____

VIII(b). **RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? No Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
 Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*] Riverside	California County outside of this District; State, if other than California; or Foreign Country
--	---

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
 Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
---------------------------------------	---

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
 Note: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*] Riverside	California County outside of this District; State, if other than California; or Foreign Country
--	---

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): Melissa Amigore **Date** April 6, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
-863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))