

**LAW OFFICE OF PATRICK E. HERMAN**  
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Attorney for CLEMENTE SANCHEZ and SOCORRO V. SANCHEZ, TRUSTEES OR ANY  
SUCCESSOR TRUSTEE OF THE SANCHEZ FAMILY TRUST DATED SEPTEMBER 19, 2023

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO**

Case No. 37-2024-00009339-CU-OR-CTL

CLEMENTE SANCHEZ and SOCORRO V.  
SANCHEZ, TRUSTEES OR ANY  
SUCCESSOR TRUSTEE OF THE SANCHEZ  
FAMILY TRUST DATED SEPTEMBER 19,  
2023,

Plaintiffs,

vs.

GREENPOINT MORTGAGE FUNDING,  
INC., 22 ASSET MANAGEMENT HOLDING,  
LLC, 21 ASSET MANAGEMENT HOLDING,  
LLC, IDEA LAW GROUP, PC, All Persons  
Unknown, Claiming any Legal or Equitable  
Right, Title, Estate, Lien, or Interest in the  
Property Described in the Complaint Adverse to  
Plaintiffs' Title or any Cloud Upon Plaintiffs'  
Title Thereto and DOES 1 through 100,  
inclusive,

Defendants.

**COMPLAINT FOR NEGLIGENCE,  
BREACH OF THE IMPLIED COVENANT  
OF GOOD FAITH AND FAIR DEALING,  
CANCELLATION OF INSTRUMENT,  
QUIET TITLE, DECLARATORY RELIEF  
AND INJUNCTIVE RELIEF**

Come now Plaintiffs CLEMENTE SANCHEZ and SOCORRO V. SANCHEZ, TRUSTEES  
OR ANY SUCCESSOR TRUSTEE OF THE SANCHEZ FAMILY TRUST DATED SEPTEMBER

1 19, 2023 (hereinafter "PLAINTIFFS") and for causes of action against the Defendants, and each of  
2 them, alleges as follows:

3 **INTRODUCTORY ALLEGATIONS**

4 1. PLAINTIFFS are a family trust, organized and established for estate planning  
5 purposes of Clements Sanchez and Socorro Sanchez, Trustees of the Sanchez Family Trust. Said  
6 Trust was created for the Sanchez family who are residents of the County of San Diego in the State.  
7 All assets of said Trust are located in San Diego County, California. PLAINTIFFS are the current  
8 trustees of the Sanchez Family Trust dated September 19, 2023. PLAINTIFFS hold title to the real  
9 property, described below, which is the subject of this action.

10 2. At all times relevant herein, PLAINTIFFS are the owners of the real property  
11 commonly known as Property: 2245 N Avenue, National City, CA 91950, bearing  
12 assessor's parcel number 561-350-06-00, and more particularly described as:

13 THE SOUTHERLY 10.00 FEET OF THE WESTERLY 125.00 FEET OF LOT 6 OF SARAH G.  
14 KIMBALL'S SUBDIVISION OF 40 ACRES LOT 2 IN QUARTER SECTION 133 OF THE  
15 RANCHO DE LA NATION, IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO,  
16 STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 584, FILED IN THE OFFICE  
17 OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, FEBRUARY 20, 1889;  
18 TOGETHER WITH THAT PORTION OF THE NORTHERLY HALF OF 23<sup>RD</sup> STREET, LYING  
19 SOUTHERLY OF AND ADJACENT TO SAID PROPERTY, AS VACATED AND CLOSED TO  
20 PUBLIC USE BY THE BOARD OF TRUSTEE'S OF NATIONAL CITY, IN RESOLUTION NO.  
21 72, APPROVED OR ADOPTED JUNE 1, 1909, ORDINANCE NO. 821.

22 Hereinafter, this will be referred to as the "Subject Property".

23 3. Defendant GreenPoint Mortgage Funding, Inc. (hereinafter "GREENPOINT"), is a  
24 New York corporation duly authorized to conduct business in the State of California.  
25 GREENPOINT was the original lender on the Note and Deed of Trust described below.

26 4. Defendant 22 ASSET MANAGEMENT HOLDING, LLC is a Florida limited  
27 liability company duly authorized to conduct business in the State of California. Defendant 22  
28 ASSET MANAGEMENT HOLDING, LLC is a successor in interest to GREENPOINT in the Note  
and Deed of Trust described below.

5. Defendant 21 ASSET MANAGEMENT HOLDING, LLC is a Florida limited



1 liability company duly authorized to conduct business in the State of California. Defendant 21  
2 ASSET MANAGEMENT HOLDING, LLC is a successor in interest to GREENPOINT in the Note  
3 and Deed of Trust described below. Defendant 22 ASSET MANAGEMENT HOLDING, LLC  
4 claims to have a mortgage lien on the property subject to this s action by virtue of the Note and  
5 Deed of Trust described below.

6 6. Defendant IDEA LAW GROUP, PC, is a California professional corporation duly  
7 authorized to conduct business in the State of California. IDEA LAW GROUP purports to be the  
8 trustee under the Deed of Trust described below. Plaintiffs are naming IDEA LAW GROUP as a  
9 necessary party only, such that they will be bound by any orders or judgments issued in this action.  
10 Plaintiffs do not allege any wrongdoing on the part of IDEA LAW GROUP and do not seek any  
11 monetary damages against said defendant.

12 7. Defendants described herein as “All persons unknown, claiming any legal or  
13 equitable right, title, estate, lien, or interest in the Subject Property adverse to PLAINTIFFS’ title or  
14 cloud upon PLAINTIFFS’ title thereto are persons or entitles who do or may claim an interest in the  
15 real property that is subject to this action.” Such parties are named herein to adjudicate such  
16 parties’ rights – if any – in the course of these proceedings. The true names and capacities of such  
17 parties are unknown to PLAINTIFFS, who therefore sues said unknown Defendants, and each of  
18 them as shown herein. PLAINTIFFS will seek leave of court to amend this Complaint to insert the  
19 true names and capacities of these unknown Defendants when same has/have been ascertained.

20 8. The true names and capacities of Defendants DOES 1 through 100, inclusive, are  
21 unknown to PLAINTIFFS, who therefore sues said unknown Defendants, and each of them, by such  
22 fictitious names. PLAINTIFFS will seek leave of court to amend this Complaint to insert the true  
23 names and capacities of fictitiously named Defendants when same has been ascertained.  
24 PLAINTIFFS are informed and believes and, based upon such information and belief alleges, that  
25 each Defendant herein designated as a “DOE” herein is legally responsible in some manner for the  
26 acts, occurrences, damages and liabilities hereinafter alleged, and actively and passively caused and  
27 contributed to the various injuries and damages referred to herein.

28 9. PLAINTIFFS are informed and believe, and thereon allege, that at all times herein

1 mentioned, each Defendant designated herein is or was the agent, partner, employee, co-developer,  
2 joint-venturer, subcontractor, consultant, and/or supplier of each of the remaining Defendants, and  
3 was at all times herein mentioned, acting within the course and scope of said agency and  
4 employment.

5 10. As of June 21, 2006, PLAINTIFFS' predecessor in interest held title to the Subject  
6 Property as follows: Clemente A. Sanchez, a Married Man as his Sole and Separate Property.  
7 (Hereinafter MR. SANCHEZ".) On June 21, 2006, MR. SANCHEZ executed a promissory note  
8 (hereinafter "Note") for a home equity line of credit ("HELOC") loan with a maximum credit limit  
9 of \$150,000.00. To secure payment of said Note, MR. SANCHEZ executed a Deed of Trust of  
10 even date which Deed of Trust encumbers the Subject Property. Said Deed of Trust was duly  
11 recorded in the San Diego County Recorder's office on or about June 23, 2006 as document number  
12 2006-0444011. GREENPOINT was the original lender and held the beneficial interest under the  
13 aforementioned Note and Ded of Trust. As described below, MR. SANCHEZ subsequently granted  
14 his interest to his family trust, PLAINTIFFS herein.

15 11. MR. SANCHEZ did not receive any funds from the loan. Any funds disbursed from  
16 the GREENPOINT loan were diverted, stolen and converted by the mortgage broker who arranged  
17 the loan, one Mr. Fernando Gutierrez of Bankers Capital Financial Group, Inc. On or about  
18 September 14, 2006, Bankers Capital Financial Group, Inc. was suspended by the California  
19 Secretary of State. PLAINTIFFS are informed and believe and thereon allege that Mr. Fernando  
20 Gutierrez has fled to Mexico and may be deceased.

21 12. MR. SANCHEZ did not receive a payment book nor statement from which to make a  
22 loan payment. MR. SANCHEZ does not recall making any payments on the subject loan.

23 13. On or about April 15, 2013, the beneficial interest under the Note and Deed of Trust  
24 were assigned to defendant 22 ASSET MANAGEMENT HOLDING, LLC of Miami Beach,  
25 Florida.

26 14. On or about February 2, 2023, the beneficial interest under the Note and Deed of  
27  
28



Trust were assigned from defendant 22 ASSET MANAGEMENT HOLDING, LLC of Miami Beach, Florida to defendant 21 ASSET MANAGEMENT HOLDING, LLC of Coral Gables, Florida.

15. On or about February 23, 2023, attorneys from The Wolf Firm in Santa Ana, California sent a demand letter to MR. SANCHEZ demanding that he pay the entire loan in full, including interest for a total of **\$288,374.99**. The demand letter advised that the loan had matured and the entire amount was due.

16. On or about April 28, 2023, IDEA LAW GROUP, PC, caused to be recorded a Notice of Default under the subject deed of trust. IDEA LAW GROUP shares the same address as The Wolf Firm. IDEA Law Group's Notice of Default claimed that IDEA Law Group was "the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under" the subject deed of trust. The Notice of Default stated the amount in default – the entire balance of the loan since it had matured – was **\$293,983.43**.

17. On September 19, 2023, MR. SANCHEZ and his wife, co-plaintiff Socorro V. Sanchez executed a Quitclaim Deed granting the subject property to "Clemente Sanchez and Socorro V. Sanchez, Trustees or any Successor Trustee of the Sanchez Family Trust dated September 19, 2023". Said Quitclaim was executed and recorded for estate planning purposes.

18. On or about October 20, 2023, IDEA LAW GROUP, PC, caused to be recorded another Notice of Default under the subject deed of trust. IDEA Law Group's Notice of Default claimed that IDEA Law Group was "the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under" the subject deed of trust. The Notice of Default stated the amount in default – the entire balance of the loan since it had matured – was **\$237,942.36**.

19. On or about January 29, 2024, IDEA LAW GROUP, PC, executed a Notice of Trustee's Sale stating that the entire balance due was **\$245,694.89**. PLAINTIFFS do not know whether said Notice of Trustee's Sale has been recorded in the County Records, or if it has been posted or published as required by law. The trustee's sale is scheduled for March 6, 2024 at 10:30 AM at the El Cajon Regional Center.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 as against GREENPOINT MORTGAGE FUNDING, INC, 21 ASSET MANGEMENT HOLDING,  
4 LLC, 22 ASSET MANAGEMENT HOLDING, LLC

5 20. PLAINTIFFS incorporate by reference paragraphs 1 through 19, as though fully set  
6 forth herein.

7 21. Neither MR. SANCHEZ nor PLAINTIFFS received a payment book or statements  
8 from GREENPOINT or their successors for making monthly payments on the subject loan.  
9 PLAINTIFFS did not receive any notice respecting the subject loan until they received the demand  
10 letter from The Wolf Firm dated February 23, 2023.

11 22. PLAINTIFFS allege that they were entitled to some form of notice as to when loan  
12 payments would be due. PLAINTIFFS allege that they were unaware of the subject loan's validity  
13 because MR. SANCHEZ did not receive the funds from the subject loan and did not receive  
14 payment instructions for seventeen years.

15 23. PLAINTIFFS allege they were injured and damaged by the lack of notification.  
16 PLAINTIFFS were lulled to believe that the subject loan was invalid, cancelled or otherwise was  
17 not being enforced.

18 24. As a direct result of the LENDERS' (hereinafter, all three mortgage holders,  
19 Greenpoint, 21 Asset Management and 22 Asset Management will be referred to collectively as  
20 LENDERS unless otherwise specified) acts and omissions as described herein, the LENDERS  
21 conduct fell below the standard of care in the management and servicing of mortgage loans

22 25. PLAINTIFFS are at risk of losing title to their home. They have also suffered emotional  
23 distress and have suffered other damages in an amount to be shown at trial.

24 **SECOND CAUSE OF ACTION**

25 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

26 as against GREENPOINT MORTGAGE FUNDING, INC, 21 ASSET MANGEMENT HOLDING,  
27 LLC, 22 ASSET MANAGEMENT HOLDING, LLC

28 26. PLAINTIFFS incorporate by reference paragraphs 1 through 25, as though fully set  
forth herein.



1           27. Implicit in every contract is the requirement that the parties deal with one another in  
2 such a manner as to not deprive the other party of the benefits sought under the terms of the  
3 contract, to cooperate with other parties to advance the goals of the parties and to do nothing that  
4 would undermine the efforts of the other party. PLAINTIFFS reasonably expected the LENDERS  
5 to deal with them in good faith, consistent with the principals of fair dealing. By withholding  
6 payment instructions and providing no notice to PLAINTIFFS for seventeen years, LENDERS have  
7 misled PLAINTIFFS into believing that the subject loan was void, voided or otherwise terminated  
8 and cancelled. Further, LENDERS did not take any action to advise of late or missing payments for  
9 seventeen years. LENDERS failed to take any action to enforce their rights under the Note and  
10 Deed of Trust.

11           28. As a direct result of the LENDERS' acts and omissions as described herein,  
12 PLAINTIFFS are at risk of losing title to their home, have suffered emotional distress and have  
13 suffered other damages in an amount to be shown at trial.

### 14                                   **THIRD CAUSE OF ACTION**

#### 15                                   **CANCELLATION OF INSTRUMENT**

16 as against GREENPOINT MORTGAGE FUNDING, INC, 21 ASSET MANGEMENT HOLDING,  
17 LLC, 22 ASSET MANAGEMENT HOLDING, LLC

18           29. PLAINTIFFS incorporate by reference paragraphs 1 through 28, as though fully set  
19 forth herein.

20           30. PLAINTIFFS allege that the Note and Deed of Trust described above, are invalid, illegal  
21 and of no force and effect due to PLAINTIFFS not receiving funds from the underlying loan,  
22 PLAINTIFFS belief that the loan was canceled because they did not receive funds or any notice as  
23 to where to make loan payments and the LENDERS' failure to take any steps to advise about where  
24 payment should be made and failing to take action to enforce the loan for seventeen years.  
25 Accordingly, the Deed of Trust dated June 23, 2006 and the Notices of Default and Notices of  
26 Trustee Sale issued under the Ded of Trust, are all invalid, illegal and nullities. Said instruments  
27 constitute clouds on their title to the Subject Property

28           31. PLAINTIFFS seek to have the Deed of Trust, the first Notice of Default, the second

1 Notice of Default and the Notice of Trustee's Sale cancelled and the order or judgment cancelling  
2 said instrument be recorded in the records of the San Diego County Recorder so as to clear title to  
3 the Subject Property.

#### 4 **FOURTH CAUSE OF ACTION**

##### 5 **QUIET TITLE**

6 as against 21 ASSET MANGEMENT HOLDING, LLC and All Persons Unknown, Claiming any  
7 Legal or Equitable Right, Title, Estate, Lien, or Interest in the Property Described in the Complaint  
8 Adverse to Plaintiff's Title or any Cloud Upon Plaintiff's Title Thereto

9 30. PLAINTIFF incorporates by reference paragraphs 1 through 29, as though fully set  
10 forth herein.

11 31. PLAINTIFFS allege that they are the true, lawful owners of the subject property and  
12 that the defendants named herein and all unknown claimants have no claim on title. Plaintiff alleges  
13 that due to the negligence of the LENDERS as described herein, no lawful foreclosure sale can  
14 proceed.

15 32. PLAINTIFFS allege that the Deed of Trust recorded in the San Diego County  
16 Recorder's office on or about June 23, 2006 as document number 2006-0444011 is null and void  
17 and should be removed from the chain of title in PLAINTIFFS' property. The continued existence  
18 of said Deed of Trust constitutes a cloud on PLAINTIFFS' title.

#### 19 **FIFTH CAUSE OF ACTION**

##### 20 **DECLARATORY RELIEF**

21 as against GREENPOPINT MORTGAGE FUNDING, INC., 22 ASSET MANAGEMENT  
22 HOLDING, LLC, 21 ASSET MANAGEMENT HOLDING, LLC

23 22. PLAINTIFF incorporates by reference paragraphs 1 through 22, as though fully set  
24 forth herein.

25 34. A dispute has arisen between PLAINTIFFS and 22 ASSET MANAGEMENT  
26 HOLDING, LLC respecting 22 ASSET MANAGEMENT HOLDING, LLC 's claims to hold a  
27 Deed of Trust encumbering PLAINTIFFS' property. Defendant 22 ASSET MANAGEMENT  
28 HOLDING, LLC further claims that the loan secured by the Deed of Trust is in default and 22  
ASSET MANAGEMENT HOLDING, LLC has initiated foreclosure proceedings under said deed  
of trust.



1           35. PLAINTIFFS assert that 22 ASSET MANAGEMENT HOLDING, LLC 'S claim on  
2 title is defective and imperfect, therefore PLAINTIFFS' property is not encumbered by said Deed of  
3 Trust.

4           36. This dispute is subject to judicial resolution and this action is the proper forum in  
5 which to resolve such dispute.

6           37. PLAINTIFFS pray for a judicial determination that the Deed of Trust recorded in  
7 the San Diego County Recorder's office on or about June 23, 2006 as document number 2006-  
8 0444011 is null and void and should be removed from the chain of title in PLAINTIFFS' property.  
9 PLAINTIFFS further pray for a judicial determination that the Note purportedly secured by the  
10 offending Deed of Trust is unenforceable and does not constitute an obligation of PLAINTIFFS.

11                           **SIXTH CAUSE OF ACTION**

12                           **INJUNCTIVE RELIEF**

13           as against 21 ASSET MANAGEMENT HOLDING, LLC and IDEA LAW GROUP, PC

14           38. PLAINTIFFS incorporate by reference paragraphs 1 through 37, as though fully set  
15 forth herein.

16           39. PLAINTIFFS seek an injunction to stop the pending foreclosure. Said foreclosure  
17 will dispossess PLAINTIFFS of their house and home and thus will cause irreparable harm.

18           40. By way of this cause of action, PLAINTIFFS are seeking equitable relief. As such,  
19 PLAINTIFFS is willing to 'do equity' in order to receive equitable relief. PLAINTIFFS believe  
20 that a temporary restraining order is necessary at this time to be followed by a preliminary  
21 injunction and, ultimately, a permanent injunction, enjoining the foreclosure of the subject Deed of  
22 Trust, described herein. In order to qualify for such relief, PLAINTIFFS will continue to make  
23 payments on their first mortgage, which is current, so as to protect the security for the Note, in the  
24 event the Note and Deed of Trust are found to be valid and enforceable. PLAINTIFFS will also  
25 continue to pay all taxes and insurance on said property and otherwise maintain it as needed.  
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1           34.     PLAINTIFFS seek to have the IDEA LAW GROUP, PC restrained because it is the  
2 foreclosure trustee charged with processing the foreclosure. PLAINTIFFS wish to restrain IDEA  
3 LAW GROUP, PC from actually bringing the subject property to auction.

4     **WHEREFORE**, PLAINTIFFS pray as follows:

5     **As to the First Cause of Action - Negligence**

- 6           1.     For special damages according to proof;  
7           2.     For general damages according to proof;  
8           3.     For attorney's fees as allowed by law;

9     **As to the Second Cause of Action - Breach of the Implied Covenant of Good Faith and Fair**  
10 **Dealing**

- 11           4.     For consequential damages according to proof;  
12           5.     For attorney's fees as allowed by law;

13     **As to the Third Cause of Action – Cancellation of Instrument**

14           6.     For an Order cancelling that certain Deed of Trust recorded in  
15 the San Diego County Recorder's office on or about June 23, 2006 as document number 2006-  
16 0444011 herein;

17           7.     For an Oder cancelling all Notices of Default and Notices of Trustee's Sale based on  
18 the subject Deed of Trust;

19     **As to the Fourth Cause of Action – Quiet Title**

20           8.     For an Order quieting title in PLAINTIFFS' favor as against Greenpoint Mortgage  
21 Funding, Inc., 21 Asset Management and 22 Asset Management respecting their purported interest  
22 in title incident to their holding or having held the Deed of Trust recorded in the San Diego County  
23 Recorder's office on or about June 23, 2006 as document number 2006-0444011;

24           9.     For an Order directing that defendant 22 ASSET MANAGEMENT HOLDING, LLC  
25 execute any documents necessary to effect the Order quieting title;

26     ///

28     ///



1 **As to the Fifth Cause of Action – Declaratory Relief**

2 10. For a judicial determination that the Deed of Trust recorded in the San Diego  
3 County Recorder's office on or about June 23, 2006 as document number 2006-0444011 is null and  
4 void and should be removed from the chain of title in PLAINTIFFS' property;

5 11. For a judicial determination that the Note purportedly secured by the offending Deed  
6 of Trust is unenforceable and does not constitute an obligation of PLAINTIFFS;

7 **As to the Sixth Cause of Action – Injunctive Relief**

8 12. For temporary restraining order, a preliminary injunction and a permanent injunction  
9 to stop the pending foreclosure of PLAINTIFFS' property which injunction shall be issued as to  
10 both 22 ASSET MANAGEMENT HOLDING, LLC and IDEA LAW GROUP, PC;

11 **As to All Causes of Action**

12 13. For cost of suit herein; and,

13 14. For such other and further relief as the court deems just and proper.  
14

15  
16 Dated: 2/27/24

**THE LAW OFFICE OF PATRICK E. HERMAN**

17  
18 By: 

Patrick E. Herman, Esq.

Attorney for Plaintiffs

CLEMENTE SANCHEZ and SOCORRO V.

SANCHEZ, TRUTEES OR ANY SUCCESSOR

TRUSTEE OF THE SANCHEZ FAMILY TRUST

DATED SEPTEMBER 19, 2023  
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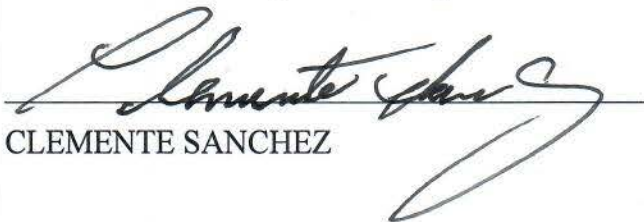
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5 **VERIFICATION**  
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7 I, CLEMENTE SANCHEZ declare:

8 I am a plaintiff in the lawsuit initiated by this Complaint. I am familiar with the papers and  
9 pleadings in the within matter. I have read the foregoing Complaint and know the contents thereof  
10 and I certify that the same is true based upon my personal knowledge, except as to those matters  
11 that are stated upon information and belief, and as to those matters, I believe them to be true.

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

14 Executed this 27<sup>th</sup> day of February, 2024 at San Diego, California.

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16 CLEMENTE SANCHEZ  
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