

**Faith Lynn Brashear**

Plaintiff /Witness/ Advocate

In RE: 1095 Lowry Ranch Road

Corona, CA 92881

Tel: 951-268-4042

Preferred Response: Fax: 855-204-0859

[Faith@Betterquest.com](mailto:Faith@Betterquest.com)

THE RYAN FIRM – a Corp.

Defendant respondent

**FEDERAL COURT OF CALIFORNIA  
FOR THE LOS ANGELES, CENTRAL DISTRICT**

FAITH LYNN BRASHEAR, an individual,  
Plaintiff vs. SPECIALIZED LOAN  
SERVICING LLC, as servicer for HSBC Bank  
USA, National Association, as Trustee for the  
Holders of the Deutsche Alt-A Securities, Inc.,  
Mortgage loan Trust, Mortgage Pass- Through  
Certificates Series 2007 –OA4; and All  
persons and entities claiming any right to real  
property located at 1095 Lowry Ranch Road  
Corona, California 92881 and Does 1-10,  
inclusively, Defendants

**\*Notice of forthcoming criminal investigations.**

**These courts are in prejudice of this case –  
DEMAND for immediate recusal and  
reconsideration upon rulings and sanctions  
made void per courts vested interest.**

**Incorporating CASE No. CV16-2360 GW  
(GJSx) id pg 20 in this motion - documentation  
confirmation suspicions of violations of 18 U.S.  
Code § 242 and under 18 U.S.C. § 1964 (c) in  
accordance with the decision of the United  
States Supreme Court in Tafflin v Levitt,  
493 U.S. 455 (1990).**

**Case Number 2:16-cv-02360-TJH-KK  
EXHIBIT 6**

Documentation containing the  
following:

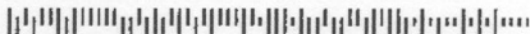
- #1) 1099-A for over \$155076801 by SLS.
- #3) Attestation of Termination of SEC
- #4) OCC Consent order stemming from HSBC Cease and desist.
- #5) Stricken Testimony from Pam Zander
- #6) DRE Complaint form

**MOTION TO RECONSIDER**

Violation of 42 U.S. Code § 12202 - State immunity Current through Pub. L. 114-38 See Public Laws for the current Congress (Pub. L. 101-336, title V, § 502, July 26, 1990, 104 Stat. 370 ) and 42 U.S. Code § 12203 - Prohibition against retaliation and coercion. – Documentation of collusion – fabrication of evidence – Evidence of vested interest in the outcome of these cases being ruled under rebuttable presumptions.

+ 0705740 000005555 09S99A-0066847  
DONNA BELTZ  
1095 LOWRY RNCH RD  
CORONA CA 92881-4736

**Property Located:**  
1095 LOWRY RNCH RD  
CORONA CA 92881



\*000442\*

X

**Instructions for Borrower**

Certain lenders who acquire an interest in property that was security for a loan or who have reason to know that such property has been abandoned must provide you with this statement. You may have reportable income or loss because of such acquisition or abandonment. Gain or loss from an acquisition generally is measured by the difference between your adjusted basis in the property and the amount of your debt canceled in exchange for the property, or, if greater, the sale proceeds. If you abandoned the property, you may have income from the discharge of indebtedness in the amount of the unpaid balance of your canceled debt. The tax consequences of abandoning property depend on whether or not you were personally liable for the debt. Losses on acquisitions or abandonments of property held for personal use are not deductible. See Pub. 4681 for information about your tax consequences.

Property means any real property (such as a personal residence); any intangible property; and tangible personal property that is held for investment or used in a trade or business.

If you borrowed money on this property with someone else, each of you should receive this statement.

**Borrower's identification number.** For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the lender assigned to distinguish your account.

**Box 1.** For a lender's acquisition of property that was security for a loan, the date shown is generally the earlier of the date title was transferred to the lender or the date possession and the burdens and benefits of ownership were transferred to the lender. This may be the date of a foreclosure or execution sale or the date your right of redemption or objection expired. For an abandonment, the date shown is the date on which the lender first knew or had reason to know that the property was abandoned or the date of a foreclosure, execution, or similar sale.

**Box 2.** Shows the debt (principal only) owed to the lender on the loan when the interest in the property was acquired by the lender or on the date the lender first knew or had reason to know that the property was abandoned.

**Box 4.** Shows the fair market value of the property. If the amount in box 4 is less than the amount in box 2, and your debt is canceled, you may have cancellation of debt income. If the property was your main home, see Pub. 523 to figure any taxable gain or ordinary income.

**Box 5.** Shows whether you were personally liable for repayment of the debt when the debt was created or, if modified, when it was last modified.

**Box 6.** Shows the description of the property acquired by the lender or abandoned by you. If "CCC" is shown, the form indicates the amount of any Commodity Credit Corporation loan outstanding when you forfeited your commodity.

**Future developments.** For the latest information about developments related to Form 1099-A and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/form1099a](http://www.irs.gov/form1099a).

CORRECTED (if checked)

|   |   |   |
|---|---|---|
| LENDER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.<br>SPECIALIZED LOAN SERVICING LLC<br>P.O. BOX 636005<br>LITTLETON, CO 80163-6005<br>Customer Care Number: 800-315-4757<br>Customer Care Hours: 6:00am - 6:00pm (MST) |   | OMB No. 1545-0877<br><b>2016</b><br>Form 1099-A   |
| LENDER'S federal identification number<br>33-1050584  | BORROWER'S identification number<br>XXX-XX-7710 | 1 Date of lender's acquisition or knowledge of abandonment<br>08/11/16  |
| BORROWER'S name, Street address (including apt. no.)<br>City or town, state or province, country, and ZIP or foreign postal code<br>Donna Beltz<br>1095 Lowry Rnch Rd<br>Corona CA 92881-4736   |   | 2 Balance of principal outstanding<br>\$ 1550768.01   |
|   |   | 3 [REDACTED]  |
|   |   | 4 Fair market value of property<br>\$ 1196000.00  |
|   |   | 5 If checked, the borrower was personally liable for repayment of the debt! ..... <input checked="" type="checkbox"/> |
|   |   | 6 Description of property<br>1095 LOWRY RNCH RD   |
|   |   | Account number (see instructions)<br>1008194485   |

**Acquisition or Abandonment of Secured Property**

**Copy B For Borrower**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.



UNITED STATES OF AMERICA  
SECURITIES AND EXCHANGE COMMISSION

ATTESTATION

I HEREBY ATTEST

that:

*Attached is a copy of Form 15, certification and notice of termination of registration, received in this Commission on January 30, 2008, under the name of Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4, File No. 333-141008-05, pursuant to the provisions of the Securities Exchange Act of 1934.*

on file in this Commission

09/03/2015

Date

LARRY  
MILLS

Digitally signed by LARRY MILLS  
DN: cn=Larry Mills, o=U.S. Government, ou=Securities  
and Exchange Commission, c=US, email=  
L.MILLS@SEC.GOV  
c=US, cn=LARRY MILLS, o=U.S. Government, ou=Securities  
and Exchange Commission, c=US, email=  
L.MILLS@SEC.GOV  
Date: 2015.09.03 13:14:29 -0400

Larry Mills, Management and Program Analyst

It is hereby certified that the Secretary of the U.S. Securities and Exchange Commission, Washington, DC, which Commission was created by the Securities Exchange Act of 1934 (15 U.S.C. 78a et seq.) is official custodian of the records and files of said Commission and was such official custodian at the time of executing the above attestation, and that he/she, and persons holding the positions of Deputy Secretary, Assistant Director, Records Officer, Branch Chief of Records Management, and the Program Analyst for the Records Officer, or anyone of them, are authorized to execute the above attestation.

For the Commission

Secretary

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 15

Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

Commission File Number of issuing entity: 333-141008-05

Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4  
(Exact name of issuing entity as specified in its charter)

Commission File Number of depositor: 333-141008

ACE Securities Corp.  
(Exact name of depositor as specified in its charter)

DB Structured Products, Inc.  
(Exact name of sponsor as specified in its charter)

c/o Wells Fargo Bank, N.A.  
9062 Old Annapolis Road  
Columbia, MD 21045  
(410) 884-2000

(Address, including zip code, and telephone number, including area code,  
of Registrant's principal executive offices)

A-2A

A-2B

A-3

A-4

CE-1

CE-2

CE-3

I-A-IA

I-A-IB

II-A-I

II-A-2

III-A-I

M-1

M-10

M-11

M-2

M-3

M-4

M-5

M-6

M-7

M-8

M-9

P

R

(Title of each class of securities covered by this Form)

None

(Titles of all other classes of securities for which a duty to file reports under Section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the appropriate rule provision(s) relied upon to terminate or suspend the duty to file reports:

|                      |     |
|----------------------|-----|
| Rule 12g-4(a)(1)(i)  | / / |
| Rule 12g-4(a)(1)(ii) | / / |
| Rule 12g-4(a)(2)(i)  | / / |
| Rule 12g-4(a)(2)(ii) | / / |
| Rule 12h-3(b)(1)(i)  | / / |
| Rule 12h-3(b)(1)(ii) | / / |
| Rule 12h-3(b)(2)(i)  | / / |
| Rule 12h-3(b)(2)(ii) | / / |
| Rule 15d-6           | /X/ |

Approximate number of holders of record as of the certification or notice date:

Less than 300 Holders

Pursuant to the requirements of the Securities Exchange Act of 1934,

Deutsche Alt-A Securities Mortgage Loan Trust, Series 2007-OA4

has caused this certification/notice to be signed on its behalf by the undersigned duly authorized person.

Date: January 30, 2008

By: /s/ Julie Eichler

Julie Eichler, Officer

Instruction: This form is required by Rules 12g-4, 12h-3 and 15d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934. The Registrant shall file with the Commission three copies of Form 15, one of which shall be manually signed. It may be signed by an officer of the Registrant, by counsel or by any other duly authorized person. The name and title of the person signing the form shall be typed or printed under the signature.

UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY

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**In the Matter of:**

HSBC USA Bank, N.A.  
McLean, Virginia

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) AA-EC-2016-96  
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**CONSENT ORDER FOR A CIVIL MONEY PENALTY**

The Comptroller of the Currency of the United States of America (“Comptroller”), through his national bank examiners and other staff of the Office of the Comptroller of the Currency (“OCC”), has conducted an examination of HSBC USA Bank, N.A., McLean, Virginia (“Bank”). The OCC has identified deficiencies in the Bank’s practices that resulted in a violation of Consent Order, AA-EC-11-14, dated April 13, 2011 (“2011 Consent Order”), as amended by the Amendment to the Consent Order dated February 28, 2013 (“2013 ACO”) and the Amendment to the Consent Order dated June 16, 2015 (“2015 ACO”) (collectively referred to as the “Consent Order”), and violation of bankruptcy rules pertaining to Payment Change Notices (“PCNs”), and has informed the Bank of the findings resulting from the examination.

The Bank, by and through its duly elected and acting Boards of Directors (collectively referred to as “Board”), has executed a Stipulation and Consent to the Issuance of an Order for a Civil Money Penalty, dated January 6, 2017, that is accepted by the Comptroller (“Stipulation”). By this Stipulation, which is incorporated herein by reference, the Bank has

consented to the issuance of this Consent Order for a Civil Money Penalty (“Order”) by the Comptroller.

## ARTICLE I

### COMPTROLLER’S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

(1) The Bank violated the Consent Order from October 1, 2014 through September 30, 2016 by failing to timely achieve compliance with Articles III, IV, V, VI, VIII, and IX as detailed in the June 16, 2015 Amended Consent Order (“2015 ACO”).

(2) On January 6, 2017, the Comptroller terminated the 2011 Consent Order, the 2013 ACO, and the 2015 ACO, having found that the Bank had satisfied all requirements of the Consent Order and the amendments thereto as of September 30, 2016.

(3) Between December 1, 2011 and August 10, 2015, the Bank identified approximately 1,700 accounts with missing, untimely and/or incorrect Payment Change Notices (“PCNs”) for which the Bank has made approximately \$3.5 million in remediation payments. The Bank’s untimely and missed PCN filing practices did not comply with bankruptcy rules, required the Bank to undertake operational enhancements to achieve compliance, and were unsafe and unsound practices.

## ARTICLE II

### ORDER FOR A CIVIL MONEY PENALTY

Pursuant to the authority vested in him by the Federal Deposit Insurance Act, 12 U.S.C. § 1818(i), the Comptroller orders, and the Bank consents to the following:

(1) The Bank shall make payment of a civil money penalty in the total amount of thirty-two million five hundred thousand dollars (\$32,500,000), which shall be paid upon the execution of this Order:

(a) If a check is the selected method of payment, the check shall be made payable to the Treasurer of the United States and shall be delivered to:  
Comptroller of the Currency, P.O. Box 979012, St. Louis, Missouri 63197-9000.

(b) If a wire transfer is the selected method of payment, it shall be sent in accordance with instructions provided by the Comptroller.

(c) The docket number of this case (AA-EC-2016-96) shall be entered on the payment document or wire confirmation and a photocopy of the payment document or confirmation of the wire transfer shall be sent immediately, by overnight delivery, to the Director of Enforcement and Compliance, Office of the Comptroller of the Currency, 400 7th Street, S.W., Washington, D.C. 20219.

(2) This Order shall be enforceable to the same extent and in the same manner as an effective and outstanding order that has been issued and has become final pursuant to 12 U.S.C. § 1818(h) and (i).

### ARTICLE III

#### OTHER PROVISIONS

(1) This Order is intended to be, and shall be construed to be, a final order issued pursuant to 12 U.S.C. § 1818(i)(2), and expressly does not form, and may not be construed to form, a contract binding on the Comptroller or the United States.



**UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
COMPTROLLER OF THE CURRENCY**

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**In the Matter of:**

HSBC USA Bank, N.A.  
McLean, Virginia

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)  
) AA-EC-2016-96  
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)  
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**STIPULATION AND CONSENT TO THE ISSUANCE OF A  
CONSENT ORDER FOR A CIVIL MONEY PENALTY**

**WHEREAS**, the Comptroller of the Currency of the United States of America (“Comptroller”), based upon information derived from the exercise of his regulatory and supervisory responsibilities, intends to initiate a civil money penalty proceeding against HSBC USA Bank, N.A., McLean, Virginia (“Bank”), pursuant to 12 U.S.C. § 1818(i), for the Bank’s violation of Consent Order, AA-EC-11-14, dated April 13, 2011 (“2011 Consent Order”), as amended by the Amendment to the Consent Order dated February 28, 2013 (“2013 ACO”), and the Amendment to the Consent Order dated June 16, 2015 (“2015 ACO”) (collectively referred to as the “Consent Order”), and for violation of the Bankruptcy Rules pertaining to Payment Change Notices (“PCNs”).

**WHEREAS**, in the interest of cooperation and to avoid additional costs associated with administrative and judicial proceedings with respect to the above matter, the Bank, through its duly elected and acting Boards of Directors (collectively referred to as the “Board”), has agreed to execute this Stipulation and Consent to the Issuance of a Civil Money Penalty (“Stipulation”), that is accepted by the Comptroller, through his duly authorized representative;

**NOW, THEREFORE**, in consideration of the above premises, it is stipulated by the Bank that:

ARTICLE I

JURISDICTION

- (1) The Bank is a national banking association chartered and examined by the Comptroller pursuant to the National Bank Act of 1864, as amended, 12 U.S.C. § 1 *et seq.*
- (2) The Comptroller is “the appropriate Federal banking agency” regarding the Bank pursuant to 12 U.S.C. §§ 1813(q) and 1818(b).
- (3) The Bank is an “insured depository institution” within the meaning of 12 U.S.C. §§ 1813(c) and 1818(b)(1).

ARTICLE II

AGREEMENT

- (1) The Bank, without admitting or denying any wrongdoing, consents and agrees to issuance of the accompanying Consent Order for a Civil Money Penalty (“Order”) by the Comptroller.
- (2) The Bank consents and agrees that the Order shall be deemed an “order issued with the consent of the depository institution” pursuant to 12 U.S.C. § 1818(h)(2), and consents and agrees that the Order shall become effective upon its execution by the Comptroller through his authorized representative, and shall be fully enforceable by the Comptroller pursuant to 12 U.S.C. § 1818(i).
- (3) Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the Comptroller may enforce any of the commitments or obligations herein

undertaken by the Bank under his supervisory powers, including 12 U.S.C. § 1818(i), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the Comptroller has any intention to enter into a contract.

(4) The Bank declares that no separate promise or inducement of any kind has been made by the Comptroller, or by his agents or employees, to cause or induce the Bank to consent to the issuance of the Order and/or execute this Stipulation.

(5) The Bank expressly acknowledges that no officer or employee of the Comptroller has statutory or other authority to bind the United States, the United States Treasury Department, the Comptroller, or any other federal bank regulatory agency or entity, or any officer or employee of any of those entities to a contract affecting the Comptroller's exercise of his supervisory responsibilities.

(6) The Order constitutes a settlement of the civil money penalty proceedings against the Bank contemplated by the Comptroller, based on the practices and violations described in the Comptroller's Findings set forth in Article I of the Order. The Comptroller releases and discharges the Bank from all potential liability for a civil money penalty that has been or might have been asserted by the Comptroller based on the practices and violations described in the Comptroller's Findings set forth in Article I of the Order, to the extent known to the Comptroller as of the effective date of the Order. Provided, however, that nothing in this Stipulation or the Order for a Civil Money Penalty, which settles all civil money penalty proceedings against the Bank based on the Comptroller's Findings set forth in Article I of the Order, shall prevent the Comptroller from instituting other enforcement actions against the Bank or any of its institution-affiliated parties based on the findings set forth in the Order, or any other findings. The practices and violations described in Article I of the Order may be utilized by the Comptroller in other

future enforcement actions against the Bank or its institution-affiliated parties, including, without limitation, to establish a pattern or practice of violations or unsafe or unsound practices or the continuation of a pattern or practice of violations or unsafe or unsound practices. This release shall not preclude or affect any right of the Comptroller to determine and ensure compliance with the terms and provisions of this Stipulation or the Order.

### ARTICLE III

#### WAIVERS

- (1) The Bank, by executing this Stipulation and consenting to the Order, waives:
  - (a) Any and all rights to the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818(i);
  - (b) Any and all procedural rights available in connection with the issuance of the Order;
  - (c) Any and all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818(i), 12 C.F.R. Part 19;
  - (d) Any and all rights to seek any type of administrative or judicial review of the Order;
  - (e) Any and all claims for fees, costs or expenses against the Comptroller, or any of his agents or employees, related in any way to this enforcement matter or the Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412;

- (f) Any and all rights to assert this proceeding, this Stipulation, consent to the issuance of the Order, and/or the issuance of the Order, as the basis for a claim of double jeopardy in any pending or future proceeding brought by the United States Department of Justice or any other governmental entity; and
- (g) Any and all rights to challenge or contest the validity of the Order.

#### ARTICLE IV

##### CLOSING

(1) The provisions of this Stipulation and the Order shall not inhibit, estop, bar, or otherwise prevent the Comptroller from taking any other action affecting the Bank if, at any time, he deems it appropriate to do so to fulfill the responsibilities placed upon him by the several laws of the United States of America.

(2) Nothing in this Stipulation or the Order shall preclude any proceedings brought by the Comptroller to enforce the terms of the Order, and nothing in this Stipulation or the Order constitutes, nor shall the Bank contend that it constitutes, a release, discharge, compromise, settlement, dismissal, or resolution of any actions, or in any way affects any actions that may be or have been brought by any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice.

(3) The terms of this Stipulation, including this paragraph, and of the Order are not subject to amendment or modification by any extraneous expression, prior agreements or prior arrangements between the parties, whether oral or written.

**IN TESTIMONY WHEREOF**, the undersigned, as the duly elected and acting Board of Directors of the Bank, have hereunto set their hands on behalf of the Bank.

                  /s/                    
Phillip D. Ameen

January 6, 2017  
Date

                  /s/                    
Kevin M. Blakely

December 22, 2016  
Date

                  /s/                    
Patrick J. Burke

December 23, 2016  
Date

                  /s/                    
Rhydian H. Cox

December 28, 2016  
Date

                  /s/                    
Barry F. Kroeger

December 24, 2016  
Date

                  /s/                    
Nancy G. Mistretta

December 23, 2016  
Date

                  /s/                    
Jane C. Sherburne

December 28, 2016  
Date

                  /s/                    
Thomas K. Whitford

December 23, 2016  
Date

Accepted by:

THE COMPTROLLER OF THE CURRENCY

By:                   /s/                    
Kris A. McIntire  
Deputy Comptroller  
Large Bank Supervision

January 6, 2017  
Date

**From the Desk of Pamela Zander, Forensic Loan Examiner  
June 4, 2017**

### **STOP FORECLOSURE BY PAMELA ZANDER**

“Anna” has an unsecured note: “Secured,” meaning it is not a Govt. insured loan i.e., as in Fanny Mae or Freddie Mac. Her loan is not secured by property as to the deed after four years. There is no assignment from Countrywide to Fidelity, The Deed names RECONTRUST as Trustee, Not Fidelity. Countrywide is the Deed/contract maker and is the “only” assigner of a new trustee. On page 6 (i) the contract states, “lender’s successor in ownership of any indebtedness may from time to time, by instrument in writing, substitute a successor or successors to any Trustees named ...duly acknowledged and recorded...” succeed to all title. However, the lender did not assign a new trustee! Any self assigned successor that substitutes a Trustee in claim of ownership of title, must provide a prepared IRS Form 8594 (Asset Purchase Statement.), within four years. THIS IS PRIMA FACIE EVIDENCE FOR POOF OF OWNERSHIP IN PROPERTY TITLE.

STANDING: The foreclosure was not brought on behalf of the party in real interest, since Countrywide did not sell the Note to Bank of America nor anyone else and did not assign Fidelity as Trustee, thus claimant must otherwise produce IRS FORM 8594.

**\*\*\*Please Note: There is no Clause for “Power of Sale.”**

In California, the statute of limitation on unsecured promissory notes is 4 years from the date of the first default (with several exceptions). More generally, the statute of limitation on written contracts is 4 years. The contract is with Countrywide, the amount is for \$500,000.00, so where is the Banking -Certificate of Deposit to prove Mr. Gosh actually received that amount? Although, it would not be argued since it was passed the Statute of limitations to bring a foreclosure.

**The Marketable Record Title Act (MRTA, Civil Code section 882.02+) was enacted so that ‘ancient mortgages’ would not last forever. Prior to the act, lost or forgotten mortgages and deeds of trust would continue to be a cloud on title. The MRTA**

became law in 1982 to put an outside limit on the number of years that the power of sale in a deed of trust may be executed. The MRTA provides that if the "evidence of indebtedness" recorded with the county recorder contains a reference to the maturity date of the secured debt, the right to foreclose by private trustee's sale will expire 10 years after maturity. If no date of maturity is provided, the limit is 60 years after recordation of the deed of trust. The limit to conduct a judicial foreclosure, however, is much different. Civil Code section 2911 provides that a lien is extinguished by the lapse of time within which, under the provisions of the Code of Civil Procedure, an action can be brought upon the principal obligation. Generally, this means four years after maturity or breach of a written note.

Anna's DOT is not within the means of a "principal" obligation, because Countrywide abandoned the terms and conditions of the Deed/contract. Countrywide did not convey title to any other source. Although, there is no termination date stated on the Deed, thus the termination of the "contract" is from the beginning of the loan (CA contracts: Statute of limitations: 4 yrs.) (60 years is the life of the Mortgage, and time to sue, brought by the termination of contract agreement, between Countrywide (originator) and Mr. Gosh.

However, if the Trustor records a Notice of Intent to Protect Interest in Real Property, CA Codes (civ: 880.310-880.370), CIVIL CODE SECTION 880.310-880.370, in County records, it gives the borrower an extended time of 10 years for recourse and suit.

Everyone that owns a home, must record this before foreclosure. My documents record in the County Records. I charge \$460.00, because the obligation to the Note includes an extinguished Deed. Usually, no one realizes because it gives a window of thirty days to rebuttal, most people ("pretender" lenders) do not know how to handle this.

In 1933, CA adopted Section 725(a) of the Code of Civil Procedure, essentially creating judicial foreclosure. That section provides: "The beneficiary or the trustee named in a deed of trust upon real property or any interest therein to "secure" a debt or other obligation, shall have the right to bring suit to foreclose the same in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage upon such property." This is why it is so important to prove standing!!!

In *Flack v. Boland*, 11 Cal.2d 103 (1938), the court decided that a four-year statute of limitations is a defense to a judicial foreclosure. *See Id* at 106-7. *See also* CA Civ Pro Section 2911. However, most lenders pursue non-judicial foreclosures, and neither the statute nor case law addressed deadlines for non-judicial foreclosures.

However, when the Pretender Lender brings a foreclosure case to court, it is no longer a Non-Judicial Foreclosure, it becomes a Judicial Foreclosure.

The issue was settled by passage of The Marketable Record Title Act ("MRTA") in 1982. CA Civ Pro Section 882.020, the part of MRTA addressing time limits, states:

(a) Unless the lien of a mortgage, deed of trust, or other instrument that creates a security interest of record in real property to secure a debt or other obligation has earlier expired pursuant to Section 2911, the lien expires at, and is not enforceable by action for foreclosure commenced, power of sale exercised, or any other means asserted after, the later of the following times:

(1) If the final maturity date or the last date fixed for payment of the debt or performance of the

obligation is ascertainable from the record, 10 years after that date.

(2) If the final maturity date or the last date fixed for payment of the debt or performance of the obligation is not ascertainable from the record, or if there is no final maturity date or last date fixed for payment of the debt or performance of the obligation, 60 years after the date the instrument that created the security interest was recorded.

(3) If a notice of intent to preserve the security interest is recorded within the time prescribed in paragraph (1) or (2), 10 years after the date the notice is recorded.

(b) For the purpose of this section, a power of sale is deemed to be exercised upon recordation of the deed executed pursuant to the power of sale.

(c) The times prescribed in this section may be extended in the same manner and to the same extent as a waiver made pursuant to Section 360.5 of the Code of Civil Procedure, except that an instrument is effective to extend the prescribed times only if it is recorded before expiration of the prescribed times.

882.030. Expiration of the lien of a mortgage, deed of trust, or other security interest pursuant to this chapter or any other statute renders the lien unenforceable by any means commenced or asserted thereafter and is equivalent for all purposes to a certificate of satisfaction, reconveyance, release, or other discharge of the security interest, and execution and recording of a certificate of satisfaction, reconveyance, release, or other discharge is not necessary to terminate or evidence the termination of the security interest. Nothing in this section precludes execution and recording

at any time of a certificate of satisfaction, reconveyance, release, or other discharge.

882.040. (a) Subject to Section 880.370 (grace period for recording notice) and except as otherwise provided in this section, this chapter applies on the operative date to all mortgages, deeds of trust, and other instruments that create a security interest in real property to secure a debt or other obligation, whether executed or recorded before, on, or after the operative date.

(b) This chapter shall not cause the lien of a mortgage, deed of trust, or other security interest in real property to expire or become unenforceable before the passage of five years after the operative date of this chapter.

CCP 880.310. (a) If the time within which an interest in real property expires pursuant to this title depends upon recordation of a notice of intent to preserve the interest, a person may preserve the person's interest from expiration by recording a notice of intent to preserve the interest before the interest expires pursuant to this title. Recordation of a notice of intent to preserve an interest in real property after the interest has expired pursuant to this title does not preserve the interest.

(b) Recordation of a notice of intent to preserve an interest in real property does not preclude a court from determining that an interest has been abandoned or is otherwise unenforceable pursuant to other law, whether before or after the notice of intent to preserve the interest is recorded, and does not validate or make enforceable a claim or interest that is otherwise invalid or unenforceable. Recordation of a notice of intent to preserve an interest in real property creates a presumption affecting the burden of proof that the

person who claims the interest has not abandoned and does not intend to abandon the interest.

880.350. (a) A notice of intent to preserve an interest in real property shall be recorded in the county in which the real property is situated.

(b) The county recorder shall index a notice of intent to preserve an interest in real property in the index of grantors and grantees. The index entry shall be for the grantor, and for the purpose of this index, the claimant under the notice shall be deemed to be the grantor. If a notice of intent to preserve is recorded by or on behalf of more than one claimant, each claimant shall be deemed to be a grantor and a separate index entry shall be made for each claimant.

In Nancy Schmidli v. Rodney Pearce, a deed of trust was recorded against property in Woodbridge in 1986. The deed of trust did not specify the maturity date, nor include a copy of the note. A notice of default was recorded 1994, but no other action to foreclose was taken. In 2006, more than 12 years after the Notice of Default was recorded, the owner of the property filed a quiet title action to get rid of the Deed of Trust, saying that the notice of default triggers the ten year statute.

The court concluded that, if the notice of default triggered the 10 year rule, it would render the 60 year rule superfluous and creates a "catch-22" for any lender who recorded the deed of trust with the intent of availing itself of the 60-year statute of limitation. A beneficiary who is otherwise entitled to 60 years, but does not begin nonjudicial foreclosure within the first 10 years, will be entitled to the remaining years only until the beneficiary files the required notice of default. Instantly the beneficiary will retroactively be entitled to only 10 years, all of which has by definition elapsed. So he loses all enforcement rights.

**Pamela Zander 760) 617-7989**

## COMPLAINT FORM INFORMATION

RE 519A (Rev. 6/15)

**T**hank you for contacting the Bureau of Real Estate. We hope that we can be of assistance to you with your real estate problem. Please review the following information carefully as it will assist you in filing your complaint.

The Bureau of Real Estate investigates complaints against real estate brokers and salespersons who are accused of misleading or defrauding consumers. If we can prove a violation of the real estate license laws within our jurisdiction, a formal hearing may be held which could result in discipline of the agent's license.

We also investigate complaints against subdividers who are accused of violating subdivision laws and, if we can prove a violation, further sales may be stopped by the issuance of a Desist and Refrain Order until the violations are corrected.

All complaints must be in writing. Upon receipt, your complaint will be reviewed and you may be requested to provide additional information. If your complaint is assigned for investigation, you will be notified of the name of the investigator as well as the outcome of our inquiry.

Please understand that we cannot act as a court of law, thus we are not able to order that monies be refunded, contracts be cancelled, damages be awarded, etc. If you have this type of concern, you should consult with an attorney since we are not authorized to give legal advice or act as your counsel. Most county bar associations in the state have lawyer referral services which are able to arrange a consultation for a modest fee.

In preparing your complaint, please summarize your concerns in a chronological manner using these guidelines:

- Tell us *what* happened. Start from the beginning and describe the events as they occurred. Be specific as to *what* was said and *who* said it.
- Tell us *who* was present during these conversations or acts.
- Tell us *when* and *where* these conversations/acts took place.

Documentary evidence is especially important! Therefore you should include legible photocopies of all documents relating to your transaction such as listings, offers, deposit receipts, notes and trust deeds, correspondence, copies of the front and back of checks involved, escrow documents, advertising, etc., and attach them to the written complaint. If you are unable to submit photocopies, you may submit the originals which will be copied and returned to you.

Although the Bureau is anxious to assist you, it should be noted that the burden of proof established for license disciplinary actions exceeds that required to prove a case in civil court proceedings. Prior to filing its disciplinary actions, the Bureau must have evidence that will clearly and convincingly demonstrate to

an Administrative Law Judge that a violation of the Real Estate Law has occurred. This means, for example, that where the parties offer conflicting testimony and the complainant's version is either not supported by additional evidence or is contradicted by a written document, the Bureau's burden of proof will not have been met and the Commissioner would not be in a position to proceed with disciplinary action against the licensee.

In addition, the period of time during which the Commissioner can exercise the Bureau's disciplinary functions is governed by a statute of limitations. Generally, formal disciplinary action must be filed by the Bureau of Real Estate not later than three years from the occurrence of the alleged grounds for license discipline. However, when the acts or omissions with which the licensee is charged involve fraud, misrepresentation or a false promise, formal charges can also be filed within one year after the date of discovery by the aggrieved party. In no case shall formal pleadings be filed later than ten years from the occurrence of the alleged grounds for disciplinary action.

Disciplinary hearings are presided over by an Administrative Law Judge who is employed by a state agency independent of the Bureau of Real Estate. The hearings are conducted in a manner similar to court trials without a jury. At the hearing, the Bureau has the burden of proving the charges contained in the pleadings and usually does so by calling witnesses and presenting documents in evidence. After the hearing is concluded, the Administrative Law Judge prepares a proposed decision which is sent to the Real Estate Commissioner for his/her consideration and final decision.

We at the Bureau of Real Estate trust that this information has been of assistance and ask that you retain this material for your future reference. If you have Internet access, much more information about the Bureau and its functions is available on our Web page at [www.calbre.ca.gov](http://www.calbre.ca.gov). This includes access to the public license information records of brokers and salespersons, and the actual text of the license and subdivisions laws we administer.

Thank you.

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### **Where to mail or deliver complaints statewide**

Mail or hand deliver completed form and attachments to:

**BUREAU OF REAL ESTATE**  
**COMPLAINT INTAKE UNIT (CIU)**  
320 W. 4th St., Ste. 350  
Los Angeles, CA 90013-1105

**LICENSING/SUBDIVIDER COMPLAINT**

RE 519 (Rev. 6/15)

|   |  |
|---|--|
| <ul style="list-style-type: none"> <li>❖ Read instructions on Complaint Form Instructions (RE 519A) before completing this form.</li> <li>❖ Type or print clearly in ink.</li> <li>❖ Mail or hand deliver completed form and attachments to the appropriate office; see RE 519A.</li> </ul> | <p style="text-align: center; font-size: small;">RECEIVED DATE</p> |
|---|--|

| INFORMATION ABOUT YOU   |  |  |
|---|--|--|
| <small>NAME (ENTER YOUR FULL NAME)</small><br><b>Faith Brashear</b>   |  |  |
| <small>RESIDENCE ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE)</small><br><b>1095 Lowry Ranch Road Corona CA 92881</b> |  |  |
| <small>BUSINESS ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE)</small><br><b>1095 Lowry Ranch Road Corona CA 92881</b>  |  |  |
| <small>OCCUPATION</small><br><b>Realtor - Advocate</b>  | <small>BUSINESS TELEPHONE NO. (INCLUDE AREA CODE)</small><br><b>9512684042</b> | <small>RESIDENCE TELEPHONE NO. (INCLUDE AREA CODE)</small> |
| <small>CELL PHONE NO. (INCLUDE AREA CODE)</small><br><b>9514542147</b>  | <small>EMAIL ADDRESS</small><br><b>Faith@Betterquest.com</b>                   |  |
| <small>NAME OF NEAREST RELATIVE</small>   |  | <small>RELATIVE'S PHONE NUMBER (INCLUDE AREA CODE)</small> |

| INFORMATION ABOUT PERSON/COMPANY YOU ARE COMPLAINING AGAINST   |  |   |  |
|--|--|---|--|
| <small>1. FULL NAME OF BUSINESS, COMPANY, FIRM</small><br><b>Pacific Home Loans / R.E.O. by Joe</b>  |  | <small>LICENSE NUMBER</small><br><b>01038914</b>          | <small>NMLS ID NUMBER</small><br><b>Not in our MLS</b>     |
| <small>BUSINESS ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE; INCLUDE ROOM, APARTMENT OR SUITE #, IF ANY)</small><br><b>1101 CALIFORNIA AVENUE SUITE 100 CORONA, CA 92881</b> |  | <small>BUSINESS TELEPHONE NO. (INCLUDE AREA CODE)</small> |  |
| <small>2. FULL NAME OF SALESPERSON, AGENT, OR REPRESENTATIVE</small><br><b>Quinteros, Joe Manuel</b>   | <small>LICENSE NUMBER</small><br><b>01038914</b>   | <small>NMLS ID NUMBER</small>                             | <small>EMPLOYED BY</small><br><b>Broker - Collaborator</b> |
| <small>FULL NAME OF SECOND LICENSEE, IF ANY</small>  | <small>LICENSE NUMBER</small>  | <small>NMLS ID NUMBER</small>                             | <small>EMPLOYED BY</small>                                 |
| <small>3. DATE(S) OF TRANSACTION</small>   | <small>PLACE(S) WHERE TRANSACTION(S) OCCURRED</small><br><br><p style="text-align: center; font-size: large;">See attached Exhibit 5</p> <p style="text-align: center;">Collaborative office under Exhibit 4 Jeff Allan Farr</p> |   |  |

|  |   |
|--|---|
| <small>ADDRESS OF PROPERTY INVOLVED</small><br><b>1095 Lowry Ranch Road Corona CA 92881 -fabricating evidence under his Appraisal Lic. AR017525</b>                                  |   |
| <small>4. HAVE YOU CONTACTED THE BUSINESS REGARDING YOUR COMPLAINT?</small><br><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES   IF YES, COMPLETE THE FOLLOWING. |   |
| <small>DATE(S) OF CONTACT</small>  | <small>PERSON(S) CONTACTED</small>  |
| <small>RESULTS OF CONTACT</small><br><b>Justice Daniel Ottolia side civil RICO run through First Team Realty under which his wife hangs lic.</b>                                     | <b>Justice Daniel Ottolia side civil RICO run through First Team Realty under which his wife hangs lic.</b> |
| <b>Justice Daniel Ottolia side civil RICO run through First Team Realty under which his wife hangs lic.</b>  | <b>Justice Daniel Ottolia side civil RICO run through First Team Realty under which his wife hangs lic.</b> |

5. HAVE YOU FILED THIS COMPLAINT WITH ANOTHER LAW ENFORCEMENT OR CONSUMER PROTECTION AGENCY?

NO  YES IF YES, COMPLETE THE FOLLOWING.

NAME OF AGENCY: Through ADA/DOJ Advocate ADDRESS OF AGENCY:

RESULTS OF THAT COMPLAINT

under current investigations for federalized banking industry wire fraud - forgeries - and collusion

6. HAVE YOU RETAINED AN ATTORNEY TO ASSIST IN RESOLVING THIS MATTER?

NO  YES IF YES, COMPLETE THE FOLLOWING.

NAME OF ATTORNEY: The Rodriguez Law firm - third attorney removed from me BUSINESS TELEPHONE NUMBER: (626) 888-5206

ADDRESS OF ATTORNEY: 1492 West Colorado Boulevard I Suite 120 Pasadena, CA 91105

MAY WE CONTACT YOUR ATTORNEY WITH REFERENCE TO THIS MATTER?

NO  YES

7. IS THIS COMPLAINT INVOLVED IN A CIVIL ACTION (LAWSUIT) FILED OR PENDING IN ANY COURT?

NO  YES IF YES, COMPLETE THE FOLLOWING.

NAME OF COURT: Historical Riverside County Superior Court

ADDRESS OF COURT:

TYPE OF ACTION: Unlawful Detainer / (Civil remanded to Federal - reconsideration in works) CASE NUMBER: see attached

8. ARE YOU WILLING TO APPEAR AS A WITNESS, BE SWORN, TESTIFY AND CROSS-EXAMINED CONCERNING THE ALLEGATIONS MADE IN THIS COMPLAINT?

NO  YES IF NO, LIST REASONS BELOW.

Alsofrikken lutely - it has taken me years to get the documentation in Federal as and original source,

I only found out about the third party graft bribes being dolled in 2015. I was told by the Riverside

Grand Jury I needed more documentation. To which I now have in addition to this through my ADA

9. WERE THERE ANY WITNESSES TO THE DESCRIBED TRANSACTIONS?

NO  YES IF YES, COMPLETE THE FOLLOWING AND DESCRIBE IN ITEM #11 WHAT THEY SPECIFICALLY WITNESSED.

FULL NAME OF WITNESS #1: Pamela Zander-professional witness(removed as result of jury tampering to which we feel was planec

RESIDENCE ADDRESS: Title Expert

YOUR RELATIONSHIP TO THE WITNESS: Client BUSINESS TELEPHONE NUMBER (INCLUDE AREA CODE): 760) 617-7989 RESIDENCE TELEPHONE NUMBER (INCLUDE AREA CODE):

FULL NAME OF WITNESS #2: Cynthia Brown Certified Advocate ID #0172016FDS

RESIDENCE ADDRESS: She has been documenting ADA Title 42 violations, and has been in correspondence with the DOJ

YOUR RELATIONSHIP TO THE WITNESS: ADA Advocate BUSINESS TELEPHONE NUMBER (INCLUDE AREA CODE): (714) 609-0655 RESIDENCE TELEPHONE NUMBER (INCLUDE AREA CODE):

10. INDICATE WHICH OF THE FOLLOWING DOCUMENTS ARE ATTACHED, INCORPORATED AND MADE PART OF THIS COMPLAINT.

Table with 3 columns: ATTACHED, NOT AVAILABLE, TYPE OF DOCUMENT. Rows include LISTING AGREEMENT, DEPOSIT RECEIPT (OFFER), CASH RECEIPT(S), CANCELLED CHECK(S), ESCROW INSTRUCTIONS, AMENDMENTS & CLOSING STATEMENTS (IF ANY), COPIES OF ALL DOCUMENTS WHICH RELATE TO YOUR COMPLAINT AND WHICH ARE NOT LISTED ABOVE.

IN THE FORM OF A BRIEF STATEMENT, GIVE THE FULL ESSENTIALS OF YOUR COMPLAINT BELOW.

- REFER TO RE 519A FOR GUIDELINES RELATING TO STATEMENT PREPARATION.
- INCLUDE FULL NAMES OF INDIVIDUALS, INCLUDING ALL WITNESSES PRESENT DURING THE TRANSACTION(S). BE FACTUAL. TRY TO ANSWER THE QUESTIONS WHO, WHAT, WHERE AND WHEN. ATTACH EXTRA SHEETS IF MORE ROOM IS NEEDED.

See Attached.. This is documentation of the fabrication of evidence, collusion and a direct

threat to consumers whom are being lined up and taken down without due process of law

This case will show how this side Real Estate Gig has been operating and this has been in play since 2012.

I know you will know what to do with this, as First Team has had cease and desists ordered by you before. This is a new level of bad that has been allowed to ensue, and while we may not be able to get this judge - as per the Riverside Grand Jury - his judicial buddies including the Riverside DA- are protecting him... his wife and this company - however not so much - just know they cannot be prosecuted in these courts - and most courts in CA are aware of these activities taking place.

You will need to approach this from somewhere his Real Estate company does not reach...

ie. Sacramento... You will have to connect these additional dots on your end from other consumer complaints... I am sure that you can...

Additional collaborative Agents/Brokers involved as Follows...

Head Justice Wife - Liz Ottolia - LIC# 01008773 - see attached

First Team Really Brokers - see attached Designated officer

Jeff Allan Farr - Lic#01336678 - same branch office as Joe (outlined above)

Properties in question - excel list at [www.wetheplaintiffs.com](http://www.wetheplaintiffs.com)

I am begging you - please find a way to help the people - there are over 3000 REO for you to cross reference complaints under...

