

**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

**Case Number 2:16-cv-02360-TJH-KK  
EXHIBIT 7**

Documentation containing the  
following:

Federal Question

**\*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).**

**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.

1 Faith Brashear  
2 1095 Lowry Ranch Rd  
3 Corona CA 92881

4 IN THE UNITED STATES DISTRICT COURT  
5 FOR THE CENTRAL DISTRICT OF CALIFORNIA  
6 RIVERSIDE DISTRICT

7 HSBC Bank USA, National Association, as  
8 Trustee for the Holders of the Deutsche Alt-A  
9 Securities, Inc., Mortgage loan Trust,  
10 Mortgage Pass-Through Certificates Series  
11 2007 –OA4

12 Plaintiff,

13 vs.

14 Faith Brashear erroneously sued as Donna  
15 Beltz, and Does 1 through 5, inclusive,

16 Defendants.

) Case No.: **5:17-cv-116-JLS-SPx**

) *Honorable Josephine L. Staton*

)

) In RE: Case No.: MVC 1603595

)

) **FEDERAL QUESTION AMENDED FOR**

) **CLARITY NOTICE OF MOTION AND**

) **1<sup>st</sup> AMENDED MOTION FOR**

) **RECONSIDERATION OF REMAND**

) **ORDER; PURSUANT TO RULE 60 (a) (b)**

) **1 thru 6**

)

) **MEMORANDUM OF POINTS AND**

) **AUTHORITIES; AND DEFENDANT FAITH**

) **BRASHEAR'S AFFIDAVIT IN**

) **SUPPORT OF RECONSIDERATION**

) **WITH EXHIBITS**

)

)

) **DATE: 4/14/2107**

) **TIME: 2:30**

) **CRTRM: 10**

)

)

) **(TRIAL BY JURY DEMANDED)**

)

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)



1 importance and begs these courts patience to convey proper understanding, as the issues surrounding  
2 Defendant case are highly complex.

3 In regards to the UD Courts jurisdiction. In re: CHAPTER 1. Place of Trial [392 - 403]  
4 (Heading of Chapter 1 amended by Stats. 1999, Ch. 344, Sec. 7. ) 396a. In a case that is subject to  
5 Sections 1812.10 and 2984.4 of the Civil Code, or subdivision (b) of Section 395 of the Code of Civil  
6 Procedure, or in an action or proceeding for an unlawful detainer as defined in Section 1161 of the  
7 Code of Civil Procedure: (a) The plaintiff shall state facts in the complaint, **verified by the**  
8 **plaintiff's oath, or the oath of the plaintiff's attorney, or in an affidavit of the plaintiff or of the**  
9 **plaintiff's attorney** filed with the complaint, showing that the action has been commenced in the  
10 proper superior court and the proper court location for the trial of the action or proceeding, and  
11 showing that the action is subject to the provisions of Sections 1812.10 and 2984.4 of the Civil Code  
12 or subdivision (b) of Section 395 of the Code of Civil Procedure, or is an action for an unlawful  
13 detainer. Except as provided in this section, if the complaint or affidavit is not filed pursuant to this  
14 subdivision, no further proceedings may occur in the action or proceeding, except to dismiss the  
15 action or proceeding without prejudice.

16 An Affidavit of Military Status under the Defense Manpower Data Center ("DMDC") was  
17 presented by Plaintiffs Attorney to substantiate the action. For clarity, Defendant is NOT a US Vet,  
18 the loan foreclosed was NOT a VA loan and the affidavit presented holds no information to the facts  
19 of the case, whom the Certificate Holders are that Plaintiffs has brought the case forward upon, or  
20 that Donna Beltz is not a name in legal use since 2009. Plaintiffs attorney is clearly boiler-plating.

21 Upon the contract, they are attempting to adhere to the property under a mock auction, it  
22 states that the consumer borrower was "lawfully siesed" from their estate upon inception by an  
23 ENTITY BORROWER (designated by all caps as contract law is very specific) and irrevocably  
24 granted into trust through a system. When a consumer irrevocably transfers into trust, they fall into a  
25 Government Form of Accounting, UD courts hold no understanding of these accountings nor how  
26 they pertain to matters of possession.

27 The Contract itself goes on to state that the ENITY BORROWER covenanted as the  
28 ENTITIES SECURITY INSTRUMENT combined uniformly the consumer Borrower and engaged  
the consumer Borrower's Property in **for national use**. Therefor these contracts themselves state on  
their surface that there is a diversity issue of \$1,500,000 on the face of the note, **and an underlying**

1 securities certificate interest of 7,991,994.50 bonded to the property (disclosed as APR on the GFE).  
2 This a freehold use of the fee simple estate being bonded for Futures Trading. It is used for  
3 substituting both residential properties and consumer borrowers in an undisclosed business  
4 partnership where the consumer borrower places the property into a Special Purpose Vehicle where  
5 the property itself is bonded under a Master Pass Through Grantor Trust for trading in the US  
6 Housing Bond Markets by breaking them down under a CODI Certificate of Deposit Index by means  
7 of varying accounting codes. This UD case has not been well pled nor has it provided accurate  
8 information to those courts, it is in excess of 75,000 and involves certificate holders of unknown  
9 origin nationwide and most likely internationally. The Unlawful Detainer Action has not been  
10 Authenticated, it does not hold a proper affidavit under oath, nor has it provided accurate information  
11 to these courts.

12 *See Removal and Remand - Beyond the Supplements (2014) (electronic supplement to 2014*  
13 *vol. 14B and C Pocket Parts, Wright et al., Federal Practice and Procedure),*  
14 *[http://works.bepress.com/joan\\_steinman/34/](http://works.bepress.com/joan_steinman/34/). Section 1441(a), in effect, requires federal courts*  
15 *considering removal petitions to decide whether they could have initially exercised jurisdiction over*  
16 *the case.*

17 The fatal flaws these contracts have been enabling, involve inverse condemnation and tax  
18 avoidance by the misuse of a tax exempt special purpose vehicle underneath the Master Pass through  
19 Trust, which will further need a special hearing under Title IX with the Attorney General to properly  
20 address these specific matters of law as these contracts are creating False Claims that are robbing the  
21 State of California from MILLIONS of taxable income. In light of recent events, Defendant believes  
22 that the State of California can use all the help it can get.

23 The federal issue of possession arises by means of Toxic Constitutional Tort violations in that  
24 an ENTITY BORROWER Covenanted to an undisclosed Lender that the consumer borrower was  
25 lawfully seised of the property upon inception and that the property was taken free and clear of  
26 encumbrances "of" record by use of The Mortgage Electronic Registration System. (MERS)

27 The Plaintiff, HSBC as Trustees for the certificate holders of a terminated tax exempt  
28 classification REMIC, lacked standing and subject-matter jurisdiction to bring an action against  
29 Defendant in the state Unlawful Detainer, especially since Defendant can bring facts and evidence  
30 from the State of California Department of Business Oversight and the Consumer Financial

1 Protection Bureau in support of proven fraud, forged promissory notes and deed of trusts that were  
2 fabricated whom now holds in her hands the back door depreciation swaps of these tax avoidance  
3 schemes they are currently engaging in. This is mis-use of Congress the Congressional intent of  
4 TILA and is superimposing non-existent debts under an undisclosed partnership they were steered  
5 into under the promise of home ownership. Plaintiff is blatantly forcing Defendant into abandoning  
6 her property through the UD courts by misuse of sheriff's force through use of third party graft  
7 benefits, by means of a contract containing steering incentives to the wholesale brokers and loan  
8 originators, which allowed them to adjust the margins of negative amortizations loans to gain higher  
9 commission kickbacks.

10 The District courts erred in remanding the case back to the lower court. The lower courts will  
11 not entertain issues involving identity theft, securities fraud, forgery, mail and wire fraud violating  
12 the people's due process rights nor will it properly address direct witness testimony. See *KATHLEEN*  
13 *LEONARD, v. THE SUPERIOR COURT OF NEVADA COUNTY, Respondent; RETAILERS' CREDIT*  
14 *ASSOCIATION OF GRASS VALLEY, INC., et al.,*

15 Rule 60 (a) CORRECTIONS BASED ON CLERICAL MISTAKES; OVERSIGHTS AND  
16 OMISSIONS. The court may correct a clerical mistake or a mistake arising from oversight or  
17 omission whenever one is found in a judgment, order, or other part of the record. The court may do  
18 so on motion or on its own, with or without notice. But after an appeal has been docketed in the  
19 appellate court and while it is pending, such a mistake may be corrected only with the appellate  
20 court's leave.

21 (b) GROUNDS FOR RELIEF FROM A FINAL JUDGMENT, ORDER, OR PROCEEDING.

22 On motion and just terms, the court may relieve a party or its legal representative from a final  
23 judgment, order, or proceeding for the following reasons:

24 (1) **mistake**, inadvertence, surprise, or **excusable neglect**; (2) **newly discovered evidence**  
25 that, with reasonable diligence, could not have been discovered in time to move for a new trial under  
26 Rule 59(b); (3) **fraud** (whether previously called intrinsic or extrinsic), misrepresentation, or  
27 misconduct by an opposing party; (4) **the judgment is void**;

28 (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment  
that has been reversed or vacated; or applying it prospectively is no longer equitable; or (6) any  
other reason that justifies relief.

1           **Defendant will be denied due process to challenge "Standing and Subject Matter".**

2           Plaintiffs can-not prevail an evidential hearing when standing is the core issue at hand.

3           However, with skilled pleadings Plaintiffs are manipulating the courts in contrive pleading directing  
4           the courts attention to merits without having to address standing and subject matter jurisdiction. *Steel*  
5           *Co. v. Citizens for Better Environment* 523 US. 83 (1998) (a) The merits issue in this case-whether§  
6           11046(a) permits citizen suits for purely past violations-is not also "jurisdictional," and so does not  
7           occupy the same status as standing to sue as a question that must be resolved first. It is firmly  
8           established that a district court's subject matter jurisdiction is not defeated by the absence of a valid  
9           (as opposed to arguable) cause of action, See, e. g., *Bell v. Hood*, 327 U. S. 678, 682. Subject-matter  
10          jurisdiction exists if the right to recover will be sustained under one reading of the Constitution and  
11          laws and defeated under another, id., at 685, unless the claim clearly appears to be immaterial, wholly  
12          insubstantial and frivolous, or otherwise so devoid of merit as not to involve a federal controversy,  
13          See, e.g., *Oneida Indian Nation of N. Y. v. County of Oneida*, 414 U.S. 661,666.

14          Where there is substantial evidence of fraud, forged promissory notes and deed of trusts, there  
15          cannot be a duly perfected title to bring a legal action under CCP §2924. Under these specific  
16          Mortgage Pass Through Contracts the MERS nominee transfer into Trust, does not qualify for lawful  
17          recapture under CCP §2924. Defendant will face irreparable harm should the lower court presume  
18          jurisdiction. (*Steel Co. v. Citizens for Better Environment* 523 US. 83 (1998) b) The Court declines to  
19          endorse the "**doctrine of hypothetical jurisdiction**," under which several Courts of Appeals have  
20          found it proper to proceed immediately to the merits question, despite jurisdictional objections, at  
21          least where (1) the merits question is more readily resolved, and (2) the prevailing party on the merits  
22          would be the same as the prevailing party were jurisdiction denied. That doctrine carries the courts  
23          beyond the bounds of authorized judicial action and thus offends fundamental separation-of-powers  
24          principles. In a long and venerable line of cases, this Court has held that, **without proper**  
25          **jurisdiction, a court cannot proceed at all, but can only note the jurisdictional defect and**  
26          **dismiss the suit**. See, e.g., *Capron v. Van Noorden*, 2 Cranch 126; *Arizonans for Official English v.*  
27          *Arizona*, 520 U.S. 43, 73. *Bell v. Hood, supra*; *National Railroad Passenger Corp. v. National Assn.*  
28          *of Railroad Passengers*, 414 U. S. 453, 465, n. 13; *Norton v. Mathews*, 427 U.S. 524, 531; *Secretary*  
        *of Navy v. Avrech*, 418 U.S. 676, 678 (per curiam); *United States v. Augenblick*, 393 U.S. 348;  
        *Philbrook v. Glodgett*, 421 U. S. 707, 721; and *Chandler v. Judicial Council of Tenth Circuit*, 398

**AMENDED NOTICE OF MOTION AND 1<sup>st</sup> AMENDED MOTION FOR  
RECONSIDERATION OF REMAND ORDER PURSUANT TO RULE 60 (a) (b) 1 thru 6**

1 U.S. 74, 86-88, distinguished. Defendant is challenging standing, subject-matter jurisdiction,  
2 securities fraud and unlawful title issues that involve breaks in the chain of title. For a court to  
3 pronounce upon a law's meaning or constitutionality when it has no jurisdiction to do so is, by very  
4 definition, an ultra vires act. Pp. 93-102.

5 (c) **Plaintiff lacks standing to sue.** Standing is the "irreducible constitutional minimum"  
6 necessary to make a justiciable "case" or "controversy" under Article III, §2. *Lujan v. Defenders of*  
7 *Wildlife*, 504 U. S. 555, 560. It contains three requirements: 1) injury in fact to the plaintiff, 2)  
8 causation of that injury by the defendant's complained-of conduct, and 3) a likelihood that the  
9 requested relief will redress that injury. E.g., *ibid.* Plaintiffs can not prevail the three requirements to  
10 bring a legal action against defendant In fact, evidence points to plaintiffs as culpable for gross-  
11 negligence against defendant; thereby, their own internal acts, relief should not be afforded.

## 12 **2. Plaintiff Will Not Have Realistic Opportunity to Raise Federal Issues In UD court,**

13 Pursuant to California Constitution and UD Statutes, the UD Court's jurisdiction is limited to  
14 "possession" issues only. **Fraud, extortion, identity theft, security fraud, title, mail and wire**  
15 **fraud et al.,** issues are beyond the UD court's jurisdiction (See e.g.: CCP § 1161a (3); *Cheney v.*  
16 *Trauzettel* (1937) Cal.2d 158, 160, 69 P.2d 832). As such, the UD court will not have the authority to  
17 resolve the disputes arising from the Plaintiffs misrepresentations, purported fraud, title, extortion,  
18 violations of FDCPA, securities fraud, identity theft, and others issues which are intertwined within  
19 the action. (*Moriarty v. Laramar Management Corp.* (2014) 224 Cal. App.4th 125, 1330 [wrongful  
20 eviction claim premises on violation of San Francisco rent control ordinance did not arise from  
21 protected activity, though it followed the filing of unlawful detainer action]; *Oviedo v. Windsor*  
22 *Twelve Properties, LLC* (2012) 212 Cal.App.4th 97, 110-111 [" .... respondents 'were not sued for  
23 their conduct in exercising .... Constitutional rights' but for underlying conduct of illegally raising  
24 appellant's rent"]) Therefore, California laws will effectively preclude Defendant from raising her  
25 federal issues in the UD court. (See e.g.: *Robinson v. Ariyoshi*, 753 F.2d 1468, 1472-73 (9th Cir.  
26 1985); *Long v. Shorebank Development Corporation Corp.*, 182 F.3d 548 (C.A. 7. Ill. 1999); *Delpy*  
27 *v. Ono* (1937, Cal App) 22 Cal App 2d 301, 70 P2d 960, 1937 Cal App LEXIS 116; *Blonder-Tongue*  
28 *Labs v. University of Ill. Foundation*, 402 U.S. 313, 333 (1971), quoting *Eisel v. Columbia Packing*  
*Co.*, 181 F. Supp. 298, 301 (D. Mass. 1960).)

1           **A. Wire Fraud** For the jury to convict for wire fraud, it must find: “(1) a scheme to defraud;  
2 (2) use of the wires in furtherance of the scheme; and (3) a specific intent to deceive or defraud.”

3 *Shipsey*, 363 F.3d at 971 **B. Conspiracy to Commit Mail and Wire Fraud** To convict for  
4 conspiracy to commit mail and wire fraud, there must be finding of: “(1) an agreement to engage in  
5 criminal activity, (2) one or more overt acts taken to implement the agreement, and (3) the requisite  
6 intent to commit the substantive crime.” *United States v. Montgomery*, 384 F.3d 1050, 1062 (9th Cir.  
7 2004). In a conspiracy charge, “[t]he agreement need not be explicit; it is sufficient if the conspirators  
8 knew or had reason to know of the scope of the conspiracy and that their own benefits depended on  
9 the success of the venture.” *Id.* The agreement may be inferred from circumstantial evidence. *United*  
10 *States v. Hubbard*, 96 F.3d 1223, 1226 (9th Cir. 1996). Herein, the notes and deed of trusts are the  
11 suspicious instruments which were used to defraud defendant Faith Brasher. See, attached  
12 Promissory Note and Deed of Trust Instruments Ex D. In the “desist and refrain order” repeatedly  
13 being issued by the DOJ, SEC, and various other Government agencies there is substantial certainty  
14 that point to violations of Corporate Securities Law of 1968 sections 25401 and 25532 exist.

15           Pursuant to 18 USC §1349 (I.e. Wire fraud) - any person who attempts or conspires to commit  
16 any offense under this chapter shall be subject to the same penalties as those prescribed for the  
17 offense, the commission of which was the object of the attempt or conspiracy. (Added Pub. L. 107-  
18 204, title IX, § 902(a), July 30, 2002, 116 Stat. 805.) No mortgages were created, an no funding to  
19 the consumer by a depositor occurred.

### 19           **C. Forged Promissory Note and Deed of Trust**

20           During International Department of Justice and Securities and Exchange investigations it was  
21 uncovered that the Federalized Banking industry converted 12-month commercial purchase and sale  
22 lease back warranty deeds of conveyance onto residential properties for substitution into the US  
23 housing Bond Market. Defendants case substantiates these findings.

24           See, Promissory Note **Ex D** pg. 3-4 - Contract law is very specific, all caps in a contract  
25 denotes an ENTITY, not a borrower. so when you see contracts that states (entity) BORROWER  
26 COVENANTS that borrower (consumer) is lawfully siesed from their property and that the property  
27 is taken free and clear of encumbrances so that through MERS (The Mortgage Electronic  
28 Registration System) can irrevocably transfer the property use into a Mortgage Pass Through Grantor  
Trust.

1 Mortgage Pass Through Grantor Trusts are called Master Mortgage Loan Trusts. A typical  
2 Mortgage Loan Trust will break down the trust into separate SPV within the trust. These are referred  
3 to as REMIC's or Real Estate Investment Conduits. Ie. "Classification **REMIC I**" consists of the  
4 pooled loans - **REMIC II** constitutes the alleged assets of REMIC I - This REMIC holds the address  
5 of property in a freehold status, for the use of the estate as the bonding mechanism for the  
6 securitization process as an Accretion Directed Class. **REMIC III** constitutes Regular Interests of  
7 the assets of REMIC II and is considered the "Master" REMIC. Typically the "Beneficiary Interests"  
8 are broken down and classified under Accounting Standard Codes or **ASC**. Ie. Receivables (ASC  
9 310) REMIC I, Investments (ASC 320) REMIC II and Other Assets and Deferred Costs(ASC 340)  
10 REMIC III. MERS only holds legal title to the "interests" granted by Borrower which is an  
11 irrevocable grant and convey of the property into a mortgage pass through trust broken down by the  
12 use of the aforementioned ACS Codes. The result is a freehold interest for the use of the fee simple  
estate.

13 MERS only holds legal title to the "interests" granted by (consumer) Borrower which is an  
14 irrevocable grant and convey of the property into a mortgage pass through trust broken down by the  
15 use of the aforementioned ACS Codes. If you irrevocably grant a property, you fall into a  
16 Government office of accounting under the IRS Codes.

17 11 U.S.Code Id § 522(f)(2) defines "security interest" as a "lien created by an agreement" Id.  
18 § 101(37). This definition is broader than that of the U.C.C. because it is not limited to realty.  
19 Compare it with U.C.C. §§9-102(1)a),-104 (j). "A security interest is not enforceable" unless the  
20 secured party possesses the collateral, or interests that are perfected by the security agreements, as  
21 opposed to possession, are subject to avoidance by the debtor. See Joseph C. Hutchenson, II, Lien  
22 Avoidance Under Section 522(f) of the Bankruptcy code: Is Retrospective Application  
Constitutional, 49 Fordham L. Rev. 615 (1981).

23 Under § 2-403. Power to Transfer; Good Faith Purchase of Goods; "Entrusting". MERS as an  
24 electronic nominee beneficiary did not have the power to electronically transfer because the  
25 transferor aka the "lender/originator" did not and was not acting in the capacity of a "transferor". Ex I  
26 MERS Nominee Capacity allowed them to function in that of a 1031 like for like exchange.

27 Because a consumer borrower irrevocably granting directly into to trust and exchange for a  
28 promissory note to possess the property this would also mean that if this the NOD is truthfully

1 recorded under REG X and REG Z reflects the equivalent of a \$55k per month lease back which far  
2 exceeds the \$10,000 jurisdictional limit. Ex J – Usurious payment options

3 CCP 697.510. (a) A judgment lien on personal property described in Section  
4 697.530 is created by filing a notice of judgment lien in the office of the Secretary of State pursuant  
5 to this article.

### 6 APPLYING THE DAUBERT STANDARD

7 Compare the Verbiage between Defendants Ex. A pg3 -DOC# 2012-0129568 – Notice of  
8 Default NOTE: verbiage “will become due on 6/1/2037 as a result of the maturity of the obligation.”  
9 to Defendants Ex C pg3 2014 NOD DOC# 2014-0488544 – Notice of Default removing the  
10 aforementioned verbiage “will become due on 6/1/2037” and replacing the amount with \$660,602 as  
11 a 12-month INSTALLMENT loan that became due on Sunday June 1<sup>st</sup> 2008.

12 Now Compare Ex. G 2009 TILA rescission and forensic audit which states “*The ‘Finance*  
13 *Charge’ and ‘The Total of Payments’ are deceptively and fraudulently understated by*  
14 *\$662,502.47*”. The 2014 NOD, Ex C DOC# 2014-0488544 – Notice of Default replacing the amount  
15 with \$660,602 as an INSTALLMENT loan that became due on June 1<sup>st</sup> 2008. This is 98.99%  
16 accuracy prediction of the 2009 undisclosed interest charges compared to the installment loan notated  
17 upon the Notice of Default. Under REG X – RESPA this was derived utilizing the disclosed  
18 amortization tables associated with these loans and comparing it to the projected interest rates being  
19 reflected upon the payment coupons. It is enough to establish probable cause that triggering devises  
20 and timing machoism’s existed upon these contracts.

21 Furthermore, Certificate Holders were told that their investments would be secured by deeds  
22 of trust. In actuality, the trust deeds were fraudulent because they held toxic tort violations and  
23 conflicts of state and federal law, therefore, did not secure the investments. Certificate holders only  
24 hold undivided interest in regular interest payments. Ex I – 7.

25 Plaintiff, per their own outlined Transaction Structure Ex I, would convince investors to  
26 rollover their promissory notes upon maturity into new investment conduits” See 12-month SEC  
27 Attestation Termination of Classification REMIC Ex H. **“Investors were told that their**  
28 **investments would be secured by real estate deeds of trust, when in actuality they were not**  
**because the trust deeds were based in fraud.**

1 Plaintiffs are foreclosing on Defendants property with fraudulent and forged deed of trusts  
2 (DOT) which were granted depreciation write-offs – Defendant was a direct employee to  
3 Countrywide (the originator of Plaintiffs terminated REMIC-1 Ex-I) during the merger to BAC  
4 Financing to Bank of America during the 2008-2010 Government allotted bonus depreciation  
5 allowance which allowed through such mergers to buy worthless sub-prime loans to get a 100 percent  
6 tax credit by cancelling it, Day one under 26 US Code Section 61 (a) (1) Cancellation of debt and  
7 conversion to income paid on a tax payer form 1099. Federal Rule Of Evidence 803(10) As Amended  
8 December 1, 2013 strike out indicates deletion. Compare Doc#2011- 0411709 - First **“Assignment**  
9 **of Deed of Trust”**. to Doc#2012-0129567 – Second **“CORPORATION ASSIGNMENT OF**  
10 **DEED OF TRUST/ ~~MORTGAGE~~”** , Ex E Note that no Corporation Assignment of Deed of Trust  
11 exists from Countrywide, the word mortgage is struck, and the no direct transfer into the actual trust  
12 exists, only a transfer to HSBC.

13 Both the Economic Stimulus Act of 2008, signed by President Bush, and the American  
14 Recovery and Reinvestment Act of 2009, signed by President Obama, instituted a 50% bonus  
15 depreciation allowance. Later, the Tax Relief, Unemployment Compensation Reauthorization and Job  
16 Creation Act of 2010 further increased the allowance to 100% – such that the asset would be fully  
17 depreciated in the year of acquisition. This meant that that the lending industry was allowed to buy a  
18 worthless sub prime loans and get a 100 percent tax credit by cancelling it, Day one under 26 US  
19 Code Section 61 (a) (1) Cancellation of debt and conversion to income paid on a tax payer form  
20 1099. *See USA v Deutsche Bank AG et al in the U.S. District Court for the Southern District of New*  
21 *York, No. 11-02976. The \$202.3 million resolves damages and penalties under the False Claims Act.*

22 The 1099-A Defendant just received (Ex 0) shows Specialized Loan Servicing (SLS) as the  
23 Lender who lent Donna Beltz notated the abandonment on 8/11/16 prior to the non-perfected within  
24 15 days under 2924(h)(c) Trustee Deed upon sale HSBC recorded with a Stamp “This instrument is  
25 being recorded as an ACCOMODATION ONLY, with no Representation to its effect upon title” on  
26 8/29/2016.

27 A 1099-A is issued for NON-ORDINARY consideration under US 26 section 61 (a) (1) and  
28 sec 108 (i) paid post sale – it is not one in the same with interest earned by a lender and paid by a  
debtor. These issues fall under section 1.1031 where the banks are swapping out depreciation write  
offs under an alleged partnership interests or "interests on like property exchanges." The MERS

1 Member Identification Number (herein MIN#) tracks the net advance of the collateral obtained by the  
2 “seisen” by use of a secondary loan number for use of this swap out at an undisclosed future date.  
3 There is no way a consumer can fully realize what is being done to them under these government  
4 forgiveness programs.

5 By SLS uploading responses to both me and the CFPB stating that they held no interest in the  
6 loan, they have now documented constructive fraud through Plaintiff’s incentive to aid and abet in  
7 tax aversion. Under Kirby vs US Lumber from where these IRS Codes stemmed allowed the banking  
8 industry to not only take 100% depreciation write offs upon mortgages that these contracts did not  
9 create, as a reverse purchase and sale leaseback – carryback of the presumed “Mortgage”, by  
10 conducting a mock foreclosure, it allows the banks to reconstitute the value of the property under  
11 these codes for a second write off against an already depreciated asset. Straight up Law UCC 3.302  
12 violation, you can’t be a holder in due course if holder took instrument with notice that instrument is  
13 overdue. The previous servicer did not even realize that this transfer had been made.

14 This is case is an example of inverse condemnation where the presumption of the economic  
15 benefit received to the consumer is the difference between what was lent and what the asset was sold  
16 for. In this instance the 1099-A issued by SLS indicated they are claiming to the US Department of  
17 Treasury and the California Franchise Tax Board that there was a zero basis in the asset and that an  
18 amount exceeding the alleged refinance was a direct cash out to Donna Beltz for \$1,550,768.01 as  
19 “principle” outstanding under Faith Brashear’s social security number. The name Donna Beltz was  
20 dissolved in 2009, which means that they cannot lay claims of abandonment under this social security  
21 number in 2016 under this name without committing identity theft.

22 By the UD Courts acting to remove Defendant without due process of these claims they are  
23 actively engaging in the aiding and abetting of tax avoidance upon a basis in the asset foreclosed  
24 (according to this 1099-A) was zero.

25 Contracts follow logic train, therefor if the Entity BORROWER is covenanting in combined  
26 format, that the ENTITY is addressing the consumer borrower, the disclosed Lender who created the  
27 promissory note #165368264050 the disclosed never funded, and the un-disclosed BORROWER’s  
28 “Lender” referenced by the MERS Min# 002108190 on page one of the DOT. The this becomes  
problematic because bottom of Page 5 it states “Upon payment in full of all sums secured by this  
Security Instrument, Lender shall prompt refund to Borrower any Funds held by Lender.”

1           There are no sums securing the instrument to the consumer as the ENTITY BORROWER  
2 covenanted to both the disclosed and undisclosed “Lender’s” that the property was taken free and clear  
3 of encumbrances. This makes the contract itself a Warranty Deed of Conveyance where the ENTITY  
4 BORROWER is telling the consumer Borrower that the ENTITY is using the property for a freehold  
5 use in a fee simple estate. Since the disclosed Lender to the consumer, did not act in the capacity  
6 of a Depositor but instead acted as a MERS Member ORIGINATOR as evidenced by MIN#1001337  
7 and outlined as such in the Prospectus to the REMIC’s Pooling and Servicing Agreements that actual  
8 Depositor of the REMIC was ACE Securities Corp, a Delaware Corporation. Ex I. there was nothing  
9 to secure the instrument as nothing was actually lent by either Depositor. This Depositor has been  
10 serving as a private secondary mortgage market conduit for residential mortgage loans since 1999 –  
11 enabled by the repeal of specific portions of the Glass-Steagall Act by the 1999 Gramm–Leach–  
12 Bliley Act, which allowed the bypassing of the secondary security market by using promissory notes  
13 as un-backed bearer notes through privileged membership.

14           According to the prospectus supplement to the Pooling and Servicing Agreement to the  
15 Deutsche Alt A- OA4 Certificate exchanges, ACE – the Depositor had no material duties or  
16 responsibilities with respect to the pool assets or securities, and as you can see by the Transaction  
17 Structure of the REMIC, they were at the heart of this Pass-Through System, which means they were  
18 not lending money, they were laundering it on behalf of the ENTITY BORROWER who obtained  
19 these funds from Investor interests in exchange for Certificates they were attaching to the  
20 manipulated LIBOR index. The US government decided not to pursue criminal charges against  
21 HSBC for allowing terrorists and drug dealers to launder millions of dollars after George Osborne  
22 and the UK banking regulator intervened to warn that prosecuting Britain’s biggest bank could lead  
23 to a “global financial disaster”. It is evident in Defendants case that Plaintiff has been actively  
24 engaged in grafts, money laundering and foreclosure abuse by her undisclosed business partner, and  
25 had she known whom she was allegedly dealing with at the time she would have relocated herself and  
26 her family to higher grounds. Defendant does not wish for global financial disaster, all she wanted  
27 was to help redirect the cash flow legally back into the economy of the states being Entity raped by  
28 Plaintiff and would like to share knowledge with the Attorney General on how to legally accomplish  
this without breaking “the system”. Perhaps then she can be made whole, but as it stands with want  
Plaintiffs have forced her to endure by all these investigations, commercial and personal identity

1 thefts, home invasions, killing of her pets, harassment of her direct and indirect family, and violations  
2 of TBOR by removing council of choice to further force her into financial ruin, she doubts that could  
3 ever be.

4 Which brings us back to the question of possession in violation of state laws by use of a  
5 contract which does not actually create a mortgage, or a security instrument.

6 The first sentence of 2924(a) states “Every transfer of an interest in property, other than in  
7 trust, made only as a security for the performance of another act, is to be deemed a mortgage”. Other  
8 than in trust, means (Pass-Through Mortgage Loan Trusts do not qualify as mortgages) the deed of  
9 trust is neither a (i) mortgage with power of sale nor (ii) security as cited in CC 2920-2953. This  
10 means that despite the fact that Plaintiff failed to perfect the security instrument within the typical 15  
11 days allotted, Plaintiff cannot issue requests of possession citing they issued Notices of Defaults and  
12 Notices of Sales under 2924, as these contracts do not legally qualify as mortgage contracts under  
13 these laws.

14 This is Improper service of the summons which hold Defendant Objection in Authentication.  
15 The complaint must be authenticated before it can be presented into evidence, Governed by Evidence  
16 Code § 403 - - The Trustee Deed upon sale document was filed upon demand, “accommodation”  
17 beyond the 15-day allotted under 2924 (h)(c) upon a contract that does not legally qualify under these  
18 laws to enable a NOD to be issued. Ex L

19 In this venue means the notary never saw the original Trustee Deed of Sale. Defendant  
20 demands the “best evidence” as to when this was presented for notary and who presented for notary  
21 as it would appear this too is a self-serving document. The Accommodation recordation upon the  
22 Trustee Deed Upon Sale actually states, it holds no legal standing upon title, therefor is not legally  
23 enforceable as a means to assert possession which again means opposing council lacks standing to  
24 bring forth the complaint as it is defective upon its face.

25 HSBC illegally used Defendants personal information to take assignments against Defendants  
26 home without authorization, knowledge or consent. HSBC are the real fraudsters in this case;  
27 however, with skilled representation, the real parties of interest have never been disclosed to  
28 Defendant. Plaintiff’s Attorney claims Defendant is not entitled to discovery because of “Evidentiary  
Privileges” recognized under California or Federal law; however, when crimes of grand theft are at  
issue, the law cannot protect criminal wrong-doings.

1           **3. Plaintiff Is Using UD Statutes and Proceedings As Anti-Competitive Weapon to**  
2 **Extrinsically Deny Defendant Due Process Under U.S. Constitution.** This action is about  
3 Plaintiff's intentional, fraudulent and illegal conduct to procure UD. In the within action, Defendant  
4 alleges that title and fraud are in issue in the UD action. Possession issues are intertwined in the title  
5 issues being used against her in retaliation of her 2009 testimonies.

6           The action involves a real property which value exceeds \$1,000,000. See, attached Trustee  
7 Deed Upon Sale, **Exhibit I** ; and also see the attached copy of sales price certified by the County tax  
8 assessor's office which clearly evidence this community was in fact a part of a pump and dump mis-  
9 valuation where Plaintiff HSBC's REMIC Originator Countrywide was involved.

10           This amount calculated from the NOD as rent, or calculated at a home valuation, is beyond  
11 jurisdiction of the unlawful detainer courts. *Asuncion et al., v. Superior Court of San Diego County,*  
12 (1980, Cal. App. /h Dist.) 109 Cal. App. 3d 141, 166 Cal. Rptr. 306, 1980 Cal. App. LEXIS 2038.  
13 However, to obtain UD Jurisdiction, the attorney misrepresented facts and fraudulently reduced the  
14 amount below \$10,000 USD.

15           Though, the Plaintiff has intentionally misrepresented facts in its complaint to invoke UD  
16 statutes and court's jurisdiction as anti-competitive weapons, the case clearly exceeds the UD  
17 Jurisdiction. This was intended to extrinsically deny Defendant due process to defend title of her  
18 property against Plaintiff's false claim of Certificate Holders ownership. HSBC supported Plaintiff's  
19 false claim with documents, re: Promissory Note and Deed of Trust, false assignment deed of trust  
20 and substitution of trustees which it has been informed and knew contain misrepresentations that are  
21 forged and fraudulent. Ex. I (Offerings attached to the manipulated LIBOR index) *All see*  
22 *Deutschebank 2010- 2016 certificate investor settlements.* HSBC and its agents knew that pursuant to  
23 California Constitution and UD Statutes, UD court's jurisdiction is limited to "possession" issues  
24 only, and "title and fraud" issues are beyond the UD court's jurisdiction (CCP § 1161 a (3)).

25           HSBC and agents knew that the only way to procure judgment was through UD proceedings  
26 since Defendant's defense would be limited. (See e.g.: UD statute CCP §1161a (3) and California  
27 Supreme Court has so affirmed (*Cheney v. Trauzettel* (1937) Cal.2d 158, 160, 69 P.2d 832).  
28 Defendant would be denied due process and severely prejudiced in this action where she would not  
have the opportunity to actually litigate those state claims before the UD action goes to judgment  
(*Acuna v. Regents of University of Cal.,* 65 Cal. Rptr. 2d 388, 395 (Cal. Ct. App. 1997). Moreover,

1 UD proceedings have no res judicata or preclusion effect (See e.g.: *Evans v. Superior Court* (1977,  
2 Cal App.2d Dist.) 67 Cal App.3d 162, 136 Cal Rptr. 596, 1977 Cal App LEXIS 1215). Therefore,  
3 Defendant would have to file an action against the Plaintiff based on federal issues. This would be a  
4 waste of judicial time and economy.

5 **4. “Artful Pleading Doctrine” is utilized by federal courts to transform claims pled**  
6 **under state law into federal claims in order to confer removal jurisdiction.** Although a quarter-  
7 century old and little questioned, the artful pleading doctrine contradicts both precedent and sound  
8 jurisdictional theory. During the past decade, the Supreme Court has decided a string of cases that  
9 have enlarged the scope of the artful pleading doctrine. This Article considers the artful pleading  
10 doctrine in its original form and its more recent manifestations. It concludes that the artful pleading  
11 doctrine is an ill-advised departure from more than a century of established law and should be  
12 recanted or limited to the narrowest possible extent. *T & E Pastorino Nursery*, at 1247.

#### 13 **A. Federal Question Jurisdiction**

14 Under Article III of the United States Constitution and Title 28 of the United States Code, the  
15 federal courts have the power to entertain cases that arise under federal law. The constitutional grant  
16 of jurisdictional power has been interpreted broadly and includes cases that contain any federal  
17 component. The statutory grant of jurisdictional power, which has been interpreted more restrictively,  
18 is the focus of this Article. As a general rule, "[a] suit arises under the law that creates the cause of  
19 action." Under this rule, the federal district courts have federal question jurisdiction when Congress  
20 has created a remedy in a particular area or the federal courts have implied a remedy from some body  
21 of federal law.

22 "**Artful pleading exists where a plaintiff articulates an inherently federal claim in state-**  
23 **law terms. [Citations.] A federal court may exercise removal jurisdiction under the 'artful**  
24 **pleading' doctrine, even if a federal question does not appear on the face of a well-pleaded**  
25 **complaint, in three circumstances: (1) where federal law completely preempts state law; (2)**  
26 **where the claim is necessarily federal in character; and (3) where the right to relief depends on**  
27 **the resolution of a substantial, disputed federal question." *T & E Pastorino Nursery*, at 1247.**

28 Herein this reconsideration, defendant complains the lower court is violating her due process  
to appeal any disputed issues involving use of fraudulent and forged notes and deeds of trust. *Id.*  
Defendant is not afforded equal protection from irreparable injuries. "To bring a case within the

1 [federal-question removal] statute, a right or immunity created by the Constitution or laws of the  
2 United States must be an element, and an essential one, of the plaintiff's cause of action." *Gully v.*  
3 *First Nat'l Bank in Meridian*, 299 U.S. 109, 112 (1936). **"If the plaintiff's right to relief depends on**  
4 **the resolution of a substantial, disputed federal question, then removal is proper regardless of**  
5 **the disguises the plaintiff utilizes to hide the true nature of his or her claims. Thus, if a plaintiffs'**  
6 **suit is couched in terms of state law but is founded on and wholly derivative of federal law, then**  
7 **removal is proper".** As *Sparta Surgical Corp. v. National Ass'n of Sec. Dealers, Inc.*, 159 F.3d 1209,  
8 1212 (9th Cir. 1998), held: (Federal Question to follow herein)

9 Here, although Sparta's theories are posited as state law claims, they are founded on the  
10 defendants' conduct in sus-pending trading and de-listing the offering, the propriety of which must be  
11 exclusively determined by federal law. The viability of any cause of action founded upon NASD's  
12 conduct in delisting a stock or suspending trading depends on whether the association's rules were  
13 violated.

14 "To bring a case within the [federal-question removal] statute, a right or immunity created by  
15 the Constitution or laws of the United States must be an element, and an essential one, of the  
16 plaintiff's cause of action." *Id.* "Claims brought under state law may 'arise under' federal law if  
17 vindication of the state right necessarily turns upon construction of a substantial question of federal  
18 law, i.e., if federal law is a necessary element of one of the well-pleaded claims." *Ultramar America*  
19 *Ltd. v. Dwelle*, 900 F.2d 1412, 1414 (9th Cir. 1990).

##### 20 **5. The Court Misapplied the Law, and Erred In Remanding Case to State Court.**

21 Where a statute requires a court to exercise its jurisdiction in a particular manner,  
22 follow a particular procedure, or subject to certain limitations, an act beyond those limits is in excess  
23 of its jurisdiction (*Burnett v. King* (1949) 33 Cal. 2d 805, 807 [205 P.2d 657, 12 A.L.R.2d 333]  
24 ("Burnett"). Such judgment is nullity and may be ignored (*People v. Greene*, 14 Cal. 400, 16 P. 197,  
25 5 Am.St.Rep. 488; 126 A.L.R. 968; 31 Am.Jur.298; 14 Cal. Jur. 1023, 1024; Old Wayne; *Abelleira*;  
26 *Long v. Shorebank Development Corp.*, 182 F.3d 548 CA 7 Ill. 1999); *Elliott v. Peirsol*, 1 Pet.  
27 328,340,236 U.S. 328,340, 7 L. Ed. 164 (1828)

28 "Courts are constituted by authority and they cannot go beyond that power delegated to them.  
If they act beyond that authority, and certainly in contravention of it their judgments and orders are  
regarded as nullities. They are not voidable .. but simply void, and this even prior to reversal." *Old*

1 *Wayne Mut. I Assoc. v McDonough*, 204 U.S. 8, 27 S.Ct. 236 (1907); *Williamson v Berry*, 8 How.  
2 495, 540, 12 L.Ed. 1170, 1189 (1850); *Rose v Himely*, 4 Cranch 241, 269, 2 L.Ed. 608, 617 (1808)  
3 Void judgment under federal law is one in which rendering court lacked subject matter jurisdiction  
4 over dispute or jurisdiction over parties or cause of action or acted in manner inconsistent with due  
5 process of law or otherwise acted unconstitutionally in entering judgment, U.S.C.A. Const. Amend.  
6 5, *Hays v. Louisiana Doc Co.*, 452 N.E.2d 1383 (Ill App.% Dist. 1983) ("Hays"). See also, e.g.:  
7 *Johnson v. Zerbst*, 304 U.S. 458, 58 S.Ct. 1019 (1938). In addition, any ruling that involves violation  
8 of due process of law under the Fifth, Sixth, or Seventh Amendments is also void. (*Id.*) Therefore any  
9 decisions rendered by the UD Court would be a nullity and void ab initio.

10 **6. Plaintiffs are using false debt created by HSBC in violation of Comptroller of**  
11 **the Currency, and US Board of Governors.**

12 No actual money is lent under a mortgage pass-through grantor Trust. The end result is a  
13 tandem net-advance of the collateral obtained in exchange for certificate offerings. Further because  
14 the notated terminated classification REMIC -1 is a tax exempt special purpose vehicle, under 860 of  
15 the IRS codes, it was not designed to hold both the note and the deed, to lay false claims that it  
16 somehow did, and that somehow certificate holders of that tax-exempt vehicle would actually call  
17 into question the entire REMIC's tax exempt status. Defendant is proximity by wholesale privilege  
18 to the Originator of the REMIC. This makes Defendant a REALTOR on behalf of the US  
19 Department of Treasury. Defendant was also a beta tester of the Direct Underwriting system these  
20 contracts were generated upon, as a direct employee to Wells Fargo, the master Servicer of the  
21 Mortgage Loan Pass-through Trust to whom ALL sub servicer's Service. Ex I Attestation of  
22 Prospectus Supplement to the Pooling and Servicing Agreement. HSBC directly circumnavigated  
23 the Master Servicers authority and engaged a non-bank servicer under the presumptions they were the  
24 original lender when in fact they were the undisclosed entity BORROWER upon page3 of the  
25 contract. Ex. I Transaction Statement

26 9. My credit has been ruined from the theft of my personal information, and social security  
27 obtained by parties in "Trust" having "Gang-Stalked" and harassed me into leaving my home by  
28 "**Constructive Fraud**" to the point at being held at gunpoint by misuse of sheriff's force. No other  
crime as such is worse than what I've experienced with **IDENTITY THEFT**. ALL reports have been  
filed, flagged and determined within the jurisdictional agencies; however, the Federal Cease and

1 Desist Orders are not enough to stop criminal conduct. Ie Ginnie Mae Ban on Bank of America to  
2 transfer these Countrywide legacy loans to non-bank servicers. OCC MERS bans during a time  
3 where Bank of America the “servicer” fabricated a Deed of Trust out of thin air on their behalf.

4 This case is severely voluminous in evidence of wrong-doings. There is not enough time and  
5 paper to print every detail of bad acts and actors. A Pro se litigant is not offered an opportunity to  
6 present such volumes of evidence proving constructive fraud; however, should the Courts entertain  
7 an “Evidentiary Hearing” I can and will produce each piece of evidence in support of the unlawful  
8 acts committed against me.

9 14. All Parties in this case have concealed their identities from the case, and are using salvage  
10 attorney’s to act on their behalf. Attorneys have participated willfully in violations of Professional  
11 Code of Ethics, *Bus. Prof.* 6068g, and Attorney Misconduct 8.4 (a) thru (g).

12 15. Nothing shocks the conscience more to witness, live and be victimized by a conspired  
13 group of Attorneys who uphold criminal conduct, and allege their clients are protected by  
14 “Evidentiary Privilege”. This type of conduct exhibits constructive racketeering and corruption.

15 Defendant invites the District Court to review detailed facts in “Defendant Faith  
16 Brashear’s Affidavit in Support of Notice of Motion and Motion in Support of Reconsideration of  
17 Remand Order”. Defendant prays equal protection will be afforded, when due process is denied.  
18 Based on the foregoing, the court should reverse the decision for the remand to the State Court in the  
19 interest of Justice.

#### 20 REASON FOR QUESTION

21 Commercial Code section 3118(a) provides a six-year statute of limitations for “an action to  
22 enforce the obligation of a party to pay a note payable at a definite time.” Plaintiffs called this  
23 foreclosure upon a 12-month installment called due, Sunday 2008 when the Banks were closed in the  
24 states. You Cannot record and installment unless all payments are due.

25 CCP. 322. When it appears that the occupant, or those under whom he claims, entered into the  
26 possession of the property under claim of title, exclusive of other right, founding such claim upon a  
27 written instrument, as being a conveyance of the property in question, or upon the decree or judgment  
28 of a competent Court, and that there has been a continued occupation and possession of the property  
included in such instrument, decree, or judgment, or of some part of the property, under such claim,

1 for five years, the property so included is deemed to have been held adversely. Plaintiffs have  
2 clearly violated the covenant of good faith and fair dealing.

3 Pro se litigants are entitled to the opportunity to submit evidence in support of their claims. In  
4 re Platsky v. C.I.A. 953 F.2d. 25: court errs if court dismisses the pro se litigant without instruction of  
5 how pleadings are deficient and how to repair pleadings. In re Anastas off. litigants' constitutional  
6 rights are violated when courts depart from precedent where parties are similarly situated.

7 This question arises for Judicial Notice by Defendant from a series of executed title  
8 documents, Ex. A, 2012 NOD, Ex B Mers rescission of defective 2012 NOD and 2012 NTS, and Ex  
9 C 2014 NOD verbiage corrections

10 This question arises for Judicial Notice of the intent and purpose that Congress envisioned  
11 behind Regulation Z was to ensure that credit terms are fully disclosed in a meaningful way.  
12 Therefore Defendant can compare credit terms and more readily and knowledgably [15 U.S.C.  
13 §1601.1(a) and clearly before '*consummation*' ie before being contractually obligated on a credit  
14 transaction [Regulation Z, 12 C.F.R.226.2 (13)].

15 This question arises for Judicial Notice of Extortionate Credit Transactions statute,  
16 chapter 42, title 18, U.S. Code and violations of the Rosenthal Act (1788.1).

17 The District courts understandably erred in remanding the case back to the lower court as  
18 Defendant was not given the allotted time necessary given her disabilities. But the truth still remains  
19 in that The lower courts will not entertain issues involving identity theft, securities fraud, forgery,  
20 mail and wire fraud violating the people's due process rights.

21 I declare under penalty of perjury under the laws of the State of California that the  
22 information stated within this case and affidavits in support are true and correct.

23 Amended

24 Dated: **February 16, 2017**

25 Respectfully Submitted,

26 \_\_\_\_\_  
27 Faith Brashear

28 Propria Persona