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2 LAW OFFICES OF LENORE L. ALBERT
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copy (A)

FILED

OCT 27 2016

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

7 Lenore Albert in propria persona

8 STATE BAR COURT
9 HEARING DEPARTMENT - LOS ANGELES

10
11 In the Matter of:

Case Nos. 16-O-10548

12 **LENORE LUANN ALBERT**
13 No. 210876

LENORE ALBERT'S ANSWER

Assigned to: Hon. Yvette Roland
Case Filed: 9-09-16

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1 Respondent, LENORE ALBERT, (referred to as "Defendant") hereby ANSWERS the STATE
2 BAR OF CALIFORNIA'S (referred to as "Plaintiff") Notice of Disciplinary Charges (hereinafter
3 referred to as "the bogus Complaint") as follows:

- 4 1. Defendant admits that Lenore LuAnn Albert was admitted to the practice of law in the State of
5 California on December 5, 2000, was a member IN GOOD STANDING at all times pertinent to
6 these bogus/trumped up charges by the State Bar of California, and is currently a member IN
7 GOOD STANDING with the State Bar of California at present as alleged in ¶1. (Attachment A)
- 8 2. Defendant specifically denies the allegation made in the bogus Complaint ¶ 2.
- 9 3. Ms. Albert co-authored an article for the Unfair Competition Law section of the California State
10 Bar comparing the FTC rule with California Business & Professions Code §17200. (Attachment
11 B)
- 12 4. Ms. Albert stopped the foreclosure sale of approximately 1,000 California homes in the case of
13 Yau v Deutsche Bank Natl Trust Co. in 2011. (Attachment C excerpt)
- 14 5. Ms. Albert attained summary judgment for her client, plaintiff Jason Norman in the Montana
15 case of Norman v Deutsche Bank Natl Trust Co on quiet title, leading the way to his win at jury
16 trial for the taking of his home at foreclosure although he paid cash for it. (Attachment D)
- 17 6. Ms. Albert is the attorney who won reversal in the Ninth Circuit case of Yau v Deutsche Bank
18 Natl Trust Co. (2013). Ms. Albert is also the attorney who won reversal in the Ninth Circuit case
19 of Galope v Deutsche Bank Natl Trust Co. (2014). Ms. Albert won reversal in the California
20 Court of Appeal case of Lueras v BAC Home Loans (2013 - published). Ms. Albert also won
21 reversal in the California Court of Appeal case Womack v Lovell (2015 - published). Ms.
22 Albert also drafted the brief which won reversal in the California Court of Appeal case Majd v
23 Bank of America (2016 - published). (Excerpt examples Attachment E)
- 24 7. Ms. Albert is currently an appointed delegate to the Democratic State Central Committee and
25 sits on the Credentialing Committee. She is currently running for Assembly District 72 seat for
26 the November 2016 election.
27
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- 1 8. Ms. Albert has never been the subject of public disciplinary charges before the State Bar
2 illegally trumped up charges against Ms. Albert and had the HBPD go to her office to harass and
3 intimidate her after she was harassed by George Olivo and other extremists in 2014. (H)
- 4 9. State Bar Prosecutor Sherell McFarlane, the person prosecuting these cases against Ms. Albert,
5 was fired from her position as an attorney in the District Attorney's Office of Long Beach,
6 California. Ms. Albert is informed and believes and alleges thereon that Sherell McFarlane, SBN
7 217357 was never prosecuted by the State Bar of California for her failures as an attorney
8 working for the city of Long Beach. (Attachment F)
- 9 10. Sherell McFarlane wrongfully took Ms. Albert's Motion to Dismiss that she sent in a separate
10 envelope to the State Bar for filing in September 2016. She then lied and sent the papers back to
11 Ms. Albert with a note stating that they were sent to her. But there were two separately
12 addressed packages sent – and they both were not sent to her. (Attachment G).
- 13 11. Ms. Albert is informed and believes and alleges thereon that Sherell McFarlane and/or the State
14 Bar concocted a scheme in order to file this NDC in order to try to dissuade others from voting
15 for Ms. Albert in the election in November 2016.
- 16 12. Ms. Albert is informed and believes and alleges thereon that Sherell McFarlane and others at the
17 State Bar of California have been associating with, conspiring with, working in concert with,
18 directing, permitting, aiding and abetting, adopting the actions of, ratifying, and/or have
19 knowledge of the extremists and their actions and targeting of Ms. Albert, including but not
20 limited to Cindy Brown, Rene Powers, Anthony Williams, Sheri Moody, Sherry Hernandez,
21 attorney David Seal, George Olivo, Maegan Donovan aka Maegan Donovan Nikolic, Norma
22 White, Sheryll Alexander, Karen Rozier, attorney Devin Lucas, attorney Mitchell Hannah,
23 attorney Gregory Diamond, the Cal 18, and the CLOA Common Law Offices of America, a
24 known Sovereign Citizen Extremist organization which appears to practice law in the State of
25 California without a license. The State Bar refused to prosecute attorney David Seal for sending
26 Ms. Albert a poem about a bird getting stuck in a tree and bleeding to death – later stating that
27 Ms. Albert was the bird, although David Seal also sent the same poem to the State Bar. A
28

1 substantial number of these extremists have prior criminal charges from loan modification scams
2 to felony gun possession. The State Bar created, allowed or even acquiesced in disseminating
3 communications during an investigation to third parties and to allow defamatory tags to a
4 website with the State Bar seal on it to further damage and harass Ms. Albert. (See Attachment
5 H)

6 13. Ms. Albert sued the State Bar in 2014 and refiled that lawsuit in December 2015 before the
7 Orange County Superior Court Case No. 2015-00826730-CU-AT-CXC and is informed and
8 believes and alleges thereon that the State Bar is retaliating against her by making these Charges

9 14. Devin Lucas has never been Ms. Albert's client. Devin Lucas was opposing counsel in the case
10 of Kent v Finn City Foods, Inc. Devin Lucas assaulted Ms. Albert in September 2014 and
11 openly admitted his knowledge and communication with the extremists online.

12 a. Santa Ana, California – September 18, 2014

13 (The following videographed proceedings were had in a parking lot)

14 LENORE ALBERT: Lucas, where is your evidence of that?

15 DEVIN LUCAS: [walking towards Ms. Albert] Evidence of what?

16 LENORE ALBERT: Evidence that I am using client's money for foreclosure scams.

17 DEVIN LUCAS: [Puts foot up on planter] Uh, about the two or three dozen reviews that I've
18 read about you on social media that --

19 LENORE ALBERT: --And did you talk to any of those people? Do you know who they are?

20 DEVIN LUCAS: Yeah.

21 LENORE ALBERT: Oh, you did? Who did you talk to? (

22 [Devin Lucas turns and walks away back across parking lot]

23 ...Come on. No, you made the accusation. You said that I am scamming my clients. I – I
24 deserve a right to know. Lucas, why are you walking away? Why are you afraid to answer the
25 question Lucas? How--what proof do you think you have?
26
27
28

1 15. Ms. Albert has never been charged with or ran any foreclosure scams or scammed her clients. So
2 she sued Attorney Devin Lucas in 2014 for defamation and interference with her law practice.
3 The State Bar never prosecuted Devin Lucas for his verbal assault against Ms. Albert, or his
4 direct communications with her clients while she represented them, or his association with the
5 extremists, or his interference with Ms. Albert's law practice.

6 16. Ms. Albert is informed and believes and alleges thereon that Bonnie Kent also filed a State Bar
7 complaint against Devin Lucas because he was her corporate counsel and then he represented
8 interests against her without getting her consent or permission to do so, after her husband died in
9 order to obtain a financial advantage over Bonnie Kent. The State Bar did not pursue charges
10 against Devin Lucas. Respondent has practiced law in the State of California for nearly 16 years
11 without any prior charges of misconduct or prior disciplinary record until the State Bar decided
12 to become influenced and use extremists who are practicing law without a license. Throughout
13 her professional career, respondent has successfully endeavored to maintain a high level of
14 respect and an excellent reputation among his/her fellow attorneys and the courts for honesty,
15 integrity, and professional competence in diligently and vigorously representing his clients.
16

17 17. Furthermore, Ms. Albert alleges the following affirmative defenses:

18 **AFFIRMATIVE DEFENSE NUMBER 1**

19 **(FAILURE TO STATE A CLAIM)**

20 18. The bogus Complaint, and each and every claim therein fails to state a valid cause of action.

21 **AFFIRMATIVE DEFENSE NUMBER 2**

22 **(FAILURE OF CONSIDERATION, PERFORMANCE AND/OR BREACH BY PLAINTIFF)**

23 19. To the extent an agreement is alleged in the bogus Complaint, plaintiff failed to provide
24 consideration or perform, or breached the conditions precedent thereof. By reason of such
25 failure and/or breach, any further obligation by defendants, to the extent there were any, were
26 discharged.
27

28 **AFFIRMATIVE DEFENSE NUMBER 3**

(RELEASE AND/OR WAIVER)

1 20. Plaintiff by its conduct or actions expressly or impliedly released and/or waived the claims
2 alleged against defendant. By reason of such release and/or waiver, defendant was excused from
3 further performance of any alleged obligations to the extent there were any.
4

5 **AFFIRMATIVE DEFENSE NUMBER 4**
6 **(RATIFICATION AND/OR CONSENT)**

7 21. Plaintiff through their acquiescence, agreement, works, actions, and/or consent, ratified and/or
8 consented to the alleged acts, omissions, or manifestations, if any, by defendants for which
9 plaintiff seeks recovery. As a result, plaintiff is barred from recovery to the extent thereof.
10

11 **AFFIRMATIVE DEFENSE NUMBER 5**
12 **(PRIVILEGE AND/OR LAWFUL ACTION)**

13 22. Defendants actions, as alleged in the Complaint, were privileged.

14 **AFFIRMATIVE DEFENSE NUMBER 6**
15 **(SETOFF)**

16 23. Defendants are entitled to setoff of any damages claimed by plaintiff in the bogus Complaint
17 with the damages defendants are entitled to in the Complaint sitting in Orange County Superior
18 Court Case captioned Albert v State Bar of California Case No. 2015-00826730-CU-AT-CXC.

19 **AFFIRMATIVE DEFENSE NUMBER 7**
20 **(JUSTIFICATION)**

21 24. The acts or omissions complained of by plaintiff against defendants were justified.

22 **AFFIRMATIVE DEFENSE NUMBER 8**
23 **(UNCLEAN HANDS)**

24 25. Plaintiff's action is barred to the extent it is determined that plaintiff comes to this Court with
25 unclean hands.

26 **AFFIRMATIVE DEFENSE NUMBER 9**
27 **(ESTOPPEL)**
28

1 26. By reason of plaintiff's acts, omissions, acquiescence, agreements, words, and/or proceedings,
2 Plaintiff is estopped from recovering the relief sought against defendants.

3
4 **AFFIRMATIVE DEFENSE NUMBER 10**

5 **(AGENCY)**

6 27. Defendants are not liable for any acts, omissions, or statements by persons or entities who were
7 not so authorized to act on behalf of defendants, and/or by anyone who exceeded the scope of
8 their authority by any such acts, statements or omissions.

9
10 **AFFIRMATIVE DEFENSE NUMBER 11**

11 **(LACHES)**

12 28. Plaintiff's claims may be barred under the doctrine of laches.

13 **AFFIRMATIVE DEFENSE NUMBER 12**

14 **(COMPARATIVE FAULT)**

15 29. Plaintiff was comparatively at fault in causing the event/occurrence or lack thereof.

16 **AFFIRMATIVE DEFENSE NUMBER 13**

17 **(FULL PERFORMANCE)**

18 30. Defendants fully performed any and all contractual, statutory, or equitable duties or actions
19 required, except for those duties that may have been discharged or excused from performance.

20 **AFFIRMATIVE DEFENSE NUMBER 14**

21 **(STATUTE OF FRAUDS)**

22 31. Plaintiff's claims are barred by the statute of frauds.

23 **AFFIRMATIVE DEFENSE NUMBER 15**

24 **(INTERVENING AND/OR SUPERSEDING CAUSE)**

25 32. Upon information and belief, the acts, injuries, and damages, if any, alleged in the bogus
26 Complaint were proximately caused or contributed to by the independent conduct of parties
27 other than defendant. To this extent, recovery, if any, against defendant is barred or should be
28 reduced proportionately.

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

4 I declare that I am over the age of 18 years, and not a party to the within action; that I am employed in
5 Orange County, California; my business address is 7755 Center Avenue Suite #1100, Huntington
6 Beach, CA 92647.

7 On October 27, 2016, I served a copy of the following document(s) described as:

8 **LENORE ALBERT'S ANSWER**

9 On the interested parties in this action as follows:

10 Sherell McFarlane SBN 217357
11 Senior Trial Counsel
12 State Bar of California
13 Office of Chief Trial Counsel
14 845 South Figueroa Street
15 Los Angeles, California 90017-2515
16 (213) 765-1288

17 **PERSONAL DELIVERY** – I caused such document(s) hand delivered to the partie(s) above.
18 **BY US MAIL** – I caused such document(s) to be placed in pre-addressed envelope(s) with postage
19 thereon fully prepaid and sealed, to be deposited as regular delivery mail for delivery to the
20 aforementioned addressee(s).

21 **BY FAX** – I caused such document(s) to be transmitted facsimile from the offices located in
22 Huntington Beach, California this business day to the aforementioned recipients.

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

25 Dated: October 27, 2016

26 /s/ Dana Gomez
27 Dana Gomez
28

ATTORNEY SEARCH

Lenore LuAnn Albert - #210876

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number: 210876

Address:

Law Ofc Lenore Albert
7755 Center Ave Ste 1100
Huntington Beach, CA 92647
[Map it](#)

Phone Number: (714) 372-2264

Fax Number: (419) 831-3376

e-mail: lenalbert@interactivecounsel.com

Undergraduate School:

California St Univ Long Beach; CA

Law School:

McGeorge SOL Univ of the Pacific; CA

County: Orange

District: District 4

Sections:

None

Status History

| Effective Date | Status Change |
|----------------|---|
| Present | Active |
| 12/5/2000 | Admitted to The State Bar of California |

Explanation of member status

Actions Affecting Eligibility to Practice Law in California

| Effective Date | Description | Case Number | Resulting Status |
|---|-------------|-------------|------------------|
| Disciplinary and Related Actions | | | |

Overview of the attorney discipline system.

| | | | |
|------------|--------------------------------------|------------|--|
| 9/9/2016 | Notice of Disc Charges Filed in SBCt | 16-O-10548 | |
| 12/16/2015 | Notice of Disc Charges Filed in SBCt | 15-O-11311 | |

Administrative Actions

ATTORNEY PROVIDED INFORMATION

The information below was provided by the attorney and has not been verified or monitored. The State Bar does not recommend or endorse any attorney.



Practice Area(s):

Antitrust & Trade Regulation
Appellate Practice
Civil Rights
Class Actions
Constitutional Law

Website:

www.InteractiveCounsel.com

A

This member has no public record of administrative actions.

Copies of official attorney discipline records are available upon request.

Explanation of common actions

State Bar Court Cases

NOTE: *The State Bar Court began posting public discipline documents online in 2005. The format and pagination of documents posted on this site may vary from the originals in the case file as a result of their translation from the original format into Word and PDF. Copies of additional related documents in a case are available upon request. Only Opinions designated for publication in the State Bar Court Reporter may be cited or relied on as precedent in State Bar Court proceedings. For further information about a case that is displayed here, please refer to the State Bar Court's online docket, which can be found at: <http://apps.statebarcourt.ca.gov/dockets/dockets.aspx>*

DISCLAIMER: *Any posted Notice of Disciplinary Charges, Conviction Transmittal or other initiating document, contains only allegations of professional misconduct. The attorney is presumed to be innocent of any misconduct warranting discipline until the charges have been proven.*

| Effective Date | Case Number | Description |
|----------------|-------------|---------------------------|
| Pending | 15-O-11311 | Initiating Document [PDF] |
| Pending | 15-O-11311 | Response [PDF] |
| Pending | 16-O-10548 | Initiating Document [PDF] |

[Start New Search »](#)



competition

Competition Vol 22, No. 2
Fall 2013

The Journal of the Antitrust and Unfair Competition Law Section of the State Bar of California

Chair's Column
Cheryl Lee Johnson

Editor's Column
Thomas N. Dahdoub

THE CALIFORNIA DIFFERENCE: WHY CALIFORNIA LAW REALLY MATTERS

A Symposium

**INDIRECT PURCHASER STANDING UNDER
CALIFORNIA ANTITRUST LAW AND FEDERAL
ANTITRUST LAW**

PLAINTIFF PERSPECTIVE: By CHRISTOPHER MICHELETTI
DEFENSE PERSPECTIVE: By DAVID KIERNAN AND LIN W.
KAHN

**PROVING WRONGFUL PURPOSE UNDER THE
UNFAIR PRACTICES ACT: PLAINTIFF AND DEFENSE
PERSPECTIVES**

By ARA JABAGCHOURIAN AND DAVID MEYER

**UNFAIR AND DECEPTIVE PRACTICES: A
COMPARISON OF THE FTC ACT & CALIFORNIA'S
UCL**

By LENORE ALBERT AND MICHAEL THURMAN

MERGER ENFORCEMENT

By ROBERT B. McNARY AND MARISA E. ADELSON

**MASK FOR THE GUILTY AND SHIELD FOR THE
INNOCENT: THE PRIVILEGE AGAINST SELF-
INCRIMINATION IN FEDERAL AND CALIFORNIA
ANTITRUST CASES**

By DYLAN BALLARD

**VERTICAL PRICE-FIXING:
WHY CALIFORNIA'S PER SE RULE AGAINST RESALE
PRICE MAINTENANCE IS ACTUALLY GOOD FOR
BUSINESSES AND CONSUMERS:**

PLAINTIFF PERSPECTIVE By DAVID W. KESSELMAN AND
TREVOR V. STOCKINGER

**RESALE PRICE MAINTENANCE AFTER LEEGIN:
DEFENSE PERSPECTIVE**

By JOHN R. FOOTE AND ERNEST N. REDDICK

ARTICLES

**RHETORIC VS. REALITY: AN ASSESSMENT OF TRENDS IN CIVIL NON-MERGER ANTITRUST
ENFORCEMENT COMPARING THE BUSH AND OBAMA ADMINISTRATIONS**

By D. BRUCE HOFFMAN

**ENSURING ACCESS TO AFFORDABLE MEDICATION:
THE SUPREME COURT'S OPINION IN *F.T.C. V. ACTAVIS, INC.*:
PLAINTIFF PERSPECTIVE**

By RALPH B. KALFAYAN AND VIC A. MERJANIAN

***FTC V. ACTAVIS*: ANTITRUST LITIGATION OVER "REVERSE-PAYMENT"
PHARMACEUTICAL PATENT SETTLEMENTS**

By STUART N. SENATOR AND ROHIT K. SINGLA

B

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Telephone: (303) 260-7712
10 Facsimile: (303) 260-7714

11 Attorneys for Defendants
AURORA LOAN SERVICES LLC and
12 DEUTSCHE BANK TRUST COMPANY AMERICAS, incorrectly named as
DEUTSCHE BANK NATIONAL TRUST COMPANY AMERICAS

13 UNITED STATES DISTRICT COURT

14 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA

15 EDDIE YAU and GLORIA YAU, on
16 behalf of themselves and all others
17 similarly situated,

18 Plaintiffs,

19 v.

20 DEUTSCHE BANK NATIONAL
TRUST COMPANY AMERICAS, and
21 AURORA LOAN SERVICES LLC,
22 Inclusive,

23 Defendants.
24

Case No. SACV11-6 JVS (RNBx)
Assigned to the Hon. James V. Selna

**STIPULATION TO CONTINUE EX
PARTE HEARING FOR
TEMPORARY RESTRAINING
ORDER AND POSTPONE
FORECLOSURE SALE**

Complaint Filed: January 3, 2011
Trial Date: None

25 ///

26 ///

27 ///

28 {DN051550;2}

C

AKERMAN SENTERFITT LLP

725 S. FIGUEROA STREET, SUITE 3800
LOS ANGELES, CALIFORNIA 90017
TEL: (213) 688-9500 - FAX: (213) 627-6342

1 **TO THE COURT ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiffs Eddie Yau and Gloria Yau (**named plaintiffs**) and all others similarly
3 situated (collectively, **plaintiffs**) and defendants Aurora Loan Services LLC (**Aurora**)
4 and Deutsche Bank Trust Company Americas, incorrectly named as Deutsche Bank
5 National Trust Company Americas (**Deutsche Bank**) (collectively, **defendants**),
6 through their counsel of record, hereby state as follows:

7 **RECITALS**

8 **WHEREAS**, plaintiffs' pending Ex Parte Application for a Temporary
9 Restraining Order (**Application**) is set for hearing on January 13, 2011;

10 **WHEREAS**, plaintiffs and defendants have agreed to take the January 13
11 hearing off calendar and to continue the hearing to February 7, 2011, or another date
12 convenient to the Court's calendar but no later than February 7, 2011;

13 **WHEREAS**, Aurora has agreed to postpone named plaintiffs' foreclosure sale
14 to and including February 15, 2011, after which time foreclosure would resume if the
15 parties have not resolved the matter by then or the Court denies the Application;

16 **WHEREAS**, Aurora has not agreed to postpone any foreclosure sales of those
17 plaintiffs not named but allegedly "similarly situated" absent proper notice to Aurora's
18 counsel on behalf of those specifically-identified individuals;

19 **WHEREAS**, the parties have agreed defendants will have until January 27,
20 2011 to oppose plaintiffs' Application, and that plaintiffs' reply thereto would be due
21 by February 3, 2011;

22 **WHEREAS**, the parties have agreed to accept service of the opposition and
23 reply papers by fax, email, or ECF notification;

24 **STIPULATION**

25 **NOW THEREFORE**, the parties stipulate as follows:

- 26 1. The above-recitals are incorporated as though fully set forth herein.
27
28

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LOS ANGELES, CALIFORNIA 90017
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- 2. That the January 13, 2011 ex parte hearing on behalf of the named plaintiffs will be continued to February 7 or to such day convenient to the Court, but no later than February 7, 2011;
- 3. Named plaintiffs' foreclosure sale will be postponed to and including February 15, 2011, after which time foreclosure would resume if the parties have not resolved the matter by then or the Court denies the Application;
- 4. That defendants' deadline to oppose the named plaintiffs' Application is January 27, 2011; and
- 5. That plaintiffs' deadline to reply on behalf of the named plaintiffs is February 3, 2011.

SO STIPULATED.

Dated: January 7, 2011

Respectfully submitted,

AKERMAN SENTERFITT LLP

By: /s/ Victoria Edwards

Justin D. Balsler
Donald M. Scotten
Victoria E. Edwards

Attorneys for Defendant
**AURORA LOAN SERVICES LLC and
DEUTSCHE BANK TRUST
COMPANY AMERICAS**

**LAW OFFICES OF LENORE
ALBERT**

By: /s/ Lenore Albert

Lenore Albert
Attorney for Plaintiffs
EDDIE YAU and GLORIA YAU, on
behalf of themselves and all others
similarly situated [**e-signature approved
by counsel via fax on January 7, 2011*]

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{DN051550;2}

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8
9 Attorney for Plaintiffs and the Class

10 **UNITED STATES DISTRICT COURT**

11 **CENTRAL DISTRICT OF CALIFORNIA**

12 EDDIE YAU and GLORIA YAU, on behalf of themselves and all others
13 similarly situated,
14

15 Plaintiffs,

16 vs.

17 DEUTSCHE BANK NATIONAL TRUST COMPANY AMERICAS, and
18 AURORA LOAN SERVICES, LLC,
19 Inclusive,

20 Defendants.

CASE NO. SACV11-6 JVS (RJNx)
Assigned to the Hon. James V. Selna

NOTICE NO. 3

[IDENTIFYING POTENTIAL MEMBERS OF THE CLASS TO BE INCLUDED IN THE STIPULATION AND ORDER CONTINUING THE EX PARTE HEARING FOR RESTRAINING ORDER AND POSTPONING FORECLOSURE SALES]

21
22
23
24 **TO THE COURT, ALL PARTIES, THEIR AGENTS AND THEIR ATTORNEYS**
25 **OF RECORD:**

26 **COMES NOW** Plaintiffs Eddie Yau and Gloria, on behalf of themselves and
27 those similarly situated giving "proper notice" to Aurora's counsel in compliance with
28 the Stipulation entered into on January 7, 2011 of those "similarly situated" in Stanislaus

NOTICE NO. 3

1 County, California and hereby request defendant's counsel to act in good faith and
2 immediately postpone all pending foreclosures contained herein, reserving right to
3 amend.

4 John Frank Baragas and Gloria Baragas, of 4633 Sweet William Court, Salida, CA
5 95368.

6 This person(s)/property qualifies as a part of the class that is supposed to be
7 protected by the stipulation and order.

8 Plaintiff's counsel, is informed and believes and alleges thereon that this property
9 was improperly served with a 3 Day Notice To Quit and the homeowners were orally
10 informed that their home was sold on January 5, 2011 however, according to the
11 recorded records there has been no Notice of Default or Notice of Sale served and filed
12 on the property. Hence, time is of the essence.

13
14 **The Notices and reservation of rights given by plaintiffs in Notice No. 1 and**
15 **Notice No. 2 remain in full force and effect.**

16 Dated: January 17, 2011

LAW OFFICES OF LENORE ALBERT

17
18 /s/ Lenore L. Albert

19 LENORE L. ALBERT, ESQ.

20 Attorney for Plaintiffs and the Class
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| Address | City | State | Zip | County | Parcel Number | Sale Date | Owner(s) | Trustee | Company |
|---|---------------|-------|-------|---------------|---------------|-----------|--------------------|---------------------------------|---|
| Francis Ct | Dana Point | CA | 92629 | Orange County | 672-411-09 | N/A | Steven Barraza | Mtds Inc | Company Te |
| SACV11-6 Putative Class Notification 01/22/11 | | | | | | | | | |
| Mass Dr | Newport Beach | CA | 92660 | Orange County | 117-641-04 | N/A | Keith M Scheinberg | Recontrust Trustee Company NA | Deutsche Bank National Trust Lender Company Deutsche Bank National Trust Company Te |
| Harland Rd | Fullerton | CA | 92833 | Orange County | 289-222-24 | N/A | Dashon Quiette | Mtc Financial Inc | National Trust |
| Bluff Ter | Laguna Hills | CA | 92653 | Orange County | 627-661-08 | N/A | S Dav Sessions | Mtds Inc Recontrust | Deutsche Bank Deutsche Bank National Trust Company Te |
| 3 Ct | Stanton | CA | 90680 | Orange County | 131-473-23 | N/A | Soo Y Kim | Company NA | Deutsche Bank Deutsche Bank Series National Trust Deutsche Bank Company Te |
| nut Ave | Orange | CA | 92868 | Orange County | 039-083-05 | N/A | Michael S Obrien | Recontrust Mtds Inc Company NA | National Trust Deutsche Bank Deutsche Bank National Trust Deutsche Bank |
| oyo Dr | Buena Park | CA | 90620 | Orange County | 134-112-09 | N/A | David Jesch | Recontrust | Deutsche Bank National Trust National Trust Deutsche Bank Company Te |
| lla | San Clemente | CA | 92673 | Orange County | 675-171-34 | N/A | Aida Beretta | Company NA | National Trust National Trust Deutsche Bank Company Te |
| go Ave | La Habra | CA | 90631 | Orange County | 303-361-15 | N/A | Mohamed Patel | Aztec Foreclosure Mtds Inc Corp | Deutsche Bank National Trust |
| shirley Pl | Tustin | CA | 92780 | Orange County | 432-231-10 | N/A | Jeff A Charity | Recontrust | Deutsche Bank Deutsche Bank Series National Trust |
| Bird Ave | Orange | CA | 92869 | Orange County | 383-241-16 | N/A | James Salling | Company NA | Deutsche Bank Deutsche Bank Series National Trust |
| ic Terrace Dr | Mission Viejo | CA | 92692 | Orange County | 782-442-16 | N/A | Frank J Falcone | WOLF FIRM Recontrust | Company Deutsche Bank |
| ltree Dr | Anaheim | CA | 92808 | Orange County | 354-221-13 | N/A | Marc L Gennette | Company NA | National Te Deutsche Bank National Trust |

SACV11-6 Putative Class Notification 01/22/11

| Address | City | State | Zip | County | Phone | Notes | Company | Bank |
|---------------|--------------------------------|----------|----------------|--------------------------------|--------------------------|------------|---|---|
| ot Pl | Anaheim | CA | 92804 | Orange County | 079-572-10 | N/A | Juan C Zamora | Recontrust Company NA National Te |
| erta Cir | Buena Park Huntington Beach | CA CA | 90620 92648 | Orange County Orange County | 069-403-22 024-162-21 | N/A N/A | Felipe Smith James G Melton | Recontrust Mtds Inc Company NA Recontrust Aztec Foreclosure Company NA |
| Dr ie Ct | Buena Park Anaheim | CA CA | 90620 92808 | Orange County Orange County | 070-541-31 354-362-06 | N/A N/A | Sonoma Demato- John Lopez Smith Salvador | Recontrust Corporation Recontrust Western Company NA |
| 1 Ave 1 Pl | Garden Grove Fullerton | CA CA | 92840 92833 | Orange County Orange County | 231-171-14 030-192-15 | N/A N/A | Gutierrez Steve Silvas | Progressive LLC Recontrust Company NA |
| Park Dr | Irvine Seal Beach | CA CA | 92614 90740 | Orange County Orange County | 447-392-07 086-614-14 | N/A N/A | Abdolreza Abail Mary A Zunino | Company NA Mtds Inc Western |
| il A | Garden Grove | CA | 92844 | Orange County | 098-203-02 | N/A | Soon M Hong | Progressive LLC National Te |
| topher St | Cypress | CA | 90630 | Orange County | 242-062-50 | N/A | Sandy So Maximino | Mtds Inc Company Te National Trust |
| f St | Stanton | CA | 90680 | Orange County | 126-402-25 | N/A | Espinoza | Mtds Inc Recontrust Company Te |
| St | Santa Ana | CA | 92704 | Orange County | 407-034-03 | N/A | Roberto Heredia | Company NA Aztec Foreclosure Corporation |
| im Ave | Santa Ana | CA | 92701 | Orange County | 011-092-05 | N/A | Abel H Aleman | Company NA National Te |

SACV11-6 Putative Class Notification 01/22/11

| Address | City | State | Zip | County | Phone | Notes | Company | Series | |
|----------|-----------------|-------|-------|---------------|------------|---------|-----------------------------|--|---|
| a St | Anaheim | CA | 92807 | Orange County | 359-174-06 | N/A | Raul Romana Suzanne E | Recontrust Company NA | Deutsche AltA Series |
| n St | Lake Forest | CA | 92630 | Orange County | 617-362-22 | N/A | McClure | Recontrust Aztec Foreclosure Company NA | Deutsche Bank National Trust |
| i | San Clemente | CA | 92673 | Orange County | 680-442-31 | N/A | Scott T Carter | Corp Recontrust | Deutsche Bank National Trust |
| on Ln | Anaheim | CA | 92801 | Orange County | 973-431-04 | N/A | Joel Escamilla | Company NA | National Trust |
| ito Dr | Dana Point | CA | 92629 | Orange County | 682-141-50 | N/A | Gary C Karns | Mtlds Inc Aztec Foreclosure Recontrust | Company Te Deutsche Bank |
| na Ln | Cypress | CA | 90630 | Orange County | 224-011-11 | N/A | Norbert Galindo | Corp | National Te |
| riage Dr | Santa Ana | CA | 92704 | Orange County | 412-153-02 | N/A | Javier M Guzman | Company NA Power Default Aztec Foreclosure Services | Deutsche AltA Ct Deutsche Bank National Trust |
| ike Ave | Irvine | CA | 92604 | Orange County | 449-092-21 | N/A | Robert Assady | Corporation | Deutsche Bank National Trust |
| ez Ave | Fountain Valley | CA | 92708 | Orange County | 167-181-15 | N/A | Alvin J Loftis | Incorporated | Deutsche Bank Na Deutsche Bank |
| ury Rd | Garden Grove | CA | 92840 | Orange County | 090-203-02 | N/A | Mary J T Sison | Mtlds Inc First American Te | Trust Company Te National Trust Deutsche Bank |
| St | Midway City | CA | 92655 | Orange County | 097-452-13 | N/A | Rafael Rodriguez Seyed A | Services | Company National Trust Deutsche Bank |
| | Laguna Niguel | CA | 92677 | Orange County | 653-441-07 | N/A | Shahrestani | Mtlds Inc Western | Company Te National Trust |
| o Tierra | San Clemente | CA | 92673 | Orange County | 678-081-45 | N/A | Shawn Huskey | Progressive LLC | Company Deutsche Bank |
| | | | | | | 3 of 22 | Slobodanka | | National Trust |
| marke Pl | Irvine | CA | 92612 | Orange County | 934-10-396 | N/A | Nestorovic | Mtlds Inc | Company Te |

| | | SACV11-6 Putative Class Notification 01/22/11 | | | | | Western | Deutsche Bank | |
|------------------|-----------------------------|---|----------------|-----------------------------------|--------------------------|--------------------|--|---|---|
| Address | City | State | Zip | County | Parcel Number | Sale Date | Owner(s) | Progressive LLC | National Trust |
| Bridge St | Anaheim | CA | 92805 | Orange County | 037-163-21 | N/A | Oscar A Pelayo | Recontrust Trustee Company NA Quality Loan | Lender Deutsche Bank Na Te |
| Saint James Dr | El Cajon Lake Forest | CA CA | 92019 92630 | San Diego County Orange County | 518-212-30 614-262-35 | Feb 10 2011 N/A | Concepcion Quintero Annisa Kellie Schroeder Scott L Py | Services Corporation Mtds Inc Quality Loan Executive Trustee Services Services LLC Corporation | Deutsche Bank Aurora Loan Services National Trust LLC Company Te Deutsche Bank |
| View St Way | Garden Grove Lemon Grove | CA CA | 92840 91845 | Orange County San Diego County | 089-231-27 50337060 | N/A Feb 15 2011 | Carthy Doan Rockley T Curless Gregory C | Western Quality Loan Progressive LLC Services Corporation | National Trust Aurora Loan Services |
| ington Dr | Laguna Niguel | CA | 92677 | Orange County | 655-111-01 | N/A | Gallardo Oliveria Torres | Western Quality Loan Progressive LLC Services Corporation | N/A Deutsche Bank Aurora Loan Services |
| ita ilpa ve | San Marcos Anaheim | CA CA | 92078 92801 | San Diego County Orange County | 21932307 072-284-11 | Jan 26 2011 N/A | Mozo Urbano Solis | Western Quality Loan Progressive LLC Quality Loan Recontrust Services Company NA Corporation | National Trust Deutsche Bank Aurora Loan Services |
| Ana Ave to Ln | Costa Mesa Escondido | CA CA | 92627 92027 | Orange County San Diego County | 426-151-40 23047201 | N/A Feb 04 2011 | Martin John W Janssen Maldonado | Recontrust Trustee Company NA Quality Loan | National Trust Company Deutsche Bank |
| Rd | Anaheim | CA | 92804 | Orange County | 127-102-10 | N/A 4 of 22 | Mahmud Salem | Recontrust Company NA Aztec Foreclosure Corporation | National Trust Company Deutsche Bank |
| Ave | Orange | CA | 92868 | Orange County | 386-447-11 | N/A | Samuel Davis | Recontrust Trustee Company NA Quality Loan | National Trust National |

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THIRTEENTH JUDICIAL DISTRICT COURT

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THIRTEENTH JUDICIAL DISTRICT COURT, YELLOWSTONE COUNTY, MONTANA

JASON NORMAN,

CASE NO. DV 12-1638

Plaintiff,

JUDGE Ingrid Gustafson

vs.

ORDER

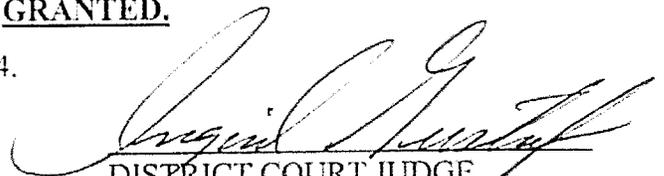
DEUTSCHE BANK NATIONAL TRUST
COMPANY, f/k/a Bankers Trust Company
of California, N.A.; OCWEN LOAN
SERVICING, LLC; and MOM HAVEN 6,
LLP; inclusive,

Defendants.

Pursuant to Response by Defendant, Mom Haven 6, LLP, by and through counsel of record,
to Plaintiff's Motion for Partial Summary Judgment on Count I of the First Amended Verified
Complaint,

IT IS HEREBY ORDERED that Plaintiff's Motion for Partial Summary Judgment on Count
I of the First Amended Verified Complaint is **GRANTED**.

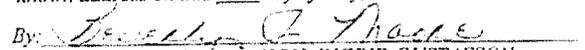
DATED this 13th day of May, 2014.


DISTRICT COURT JUDGE

cc: Michael Dockery, Esq.
Lenore L. Albert, Esq.
Charles E. Hansberry/Jemy Jourdonnais, Esqs.
Geoffrey R. Keller/Katherine Huso, Esqs.

CERTIFICATE OF SERVICE

This is to certify that the foregoing was duly served by mail or by
hand upon the parties or their attorneys of record at their last
known address on this 13th day of May, 2014.

By: 
Judicial Asst. to HON. INGRID GUSTAFSON

D



**RICHARD LUERAS, Plaintiff and Appellant, v. BAC HOME LOANS
SERVICING, LP, et al., Defendants and Respondents.**

G046799

**COURT OF APPEAL OF CALIFORNIA, FOURTH APPELLATE DISTRICT,
DIVISION THREE**

221 Cal. App. 4th 49; 163 Cal. Rptr. 3d 804; 2013 Cal. App. LEXIS 886

October 31, 2013, Opinion Filed

PRIOR HISTORY: [***1]

Appeal from a judgment of the Superior Court of Orange County, No. 30-2011-00481113, Kirk H. Nakamura, Judge.

DISPOSITION: Affirmed in part, reversed in part, and remanded. Motion to strike portions of appellant's reply brief. Granted.

CASE SUMMARY:

PROCEDURAL POSTURE: After the foreclosure sale of his home, plaintiff borrower sued defendants, a lender, a trustee, and a government-sponsored enterprise, for negligence, breach of contract, fraud/misrepresentation, violation of *Civ. Code*, § 2923.5, and the unfair competition law (UCL), *Bus. & Prof. Code*, § 17200 *et seq.*, and to quiet title. The Orange County Superior Court (California) entered judgment for defendants on their demurrer. The borrower appealed.

OVERVIEW: The court held that the allegations of the borrower's first amended complaint did not state a cause of action for negligence based on the lender's alleged failure to offer him a loan modification because the lender and the trustee did not have a common law duty of care to offer, consider, or approve a loan modification, or to offer the borrower alternatives to foreclosure. However, it was reasonably possible that the borrower

could amend the first amended complaint to state a cause of action for negligent misrepresentation because a lender did owe a duty to a borrower to not make material misrepresentations about the status of an application for a loan modification or about the date, time, or status of a foreclosure sale. The court found the borrower should be given leave to amend to state a claim for breach of contract. The allegation that the borrower's home was sold at a foreclosure sale was sufficient to satisfy the economic injury prong of the standing requirement of *Bus. & Prof. Code*, § 17204. There was a reasonable possibility the borrower could amend his UCL cause of action to allege the lender's misrepresentations caused him to lose his home through foreclosure.

OUTCOME: The court affirmed the judgment in favor of the government-sponsored enterprise. As to the lender and the trustee, the court affirmed the judgment as to the causes of action for violation of *Civ. Code*, § 2923.5 and to quiet title but, in all other respects, reversed and remanded the matter to permit the borrower to amend the first amended complaint.

SUMMARY:

CALIFORNIA OFFICIAL REPORTS SUMMARY

After the foreclosure sale of his home, a borrower sued defendants, the lender, the trustee, and a

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government-sponsored enterprise, asserting causes of action for negligence, breach of contract, violation of *Civ. Code*, § 2923.5, fraud/misrepresentation, violation of California's unfair competition law (UCL) (*Bus. & Prof. Code*, § 17200 *et seq.*), and to quiet title. The trial court entered judgment in favor of defendants after sustaining without leave to amend their demurrer to the borrower's first amended complaint. (Superior Court of Orange County, No. 30-2011-00481113, Kirk H. Nakamura, Judge.)

The Court of Appeal affirmed the judgment in favor of the government-sponsored enterprise. As to the lender and the trustee, the court affirmed the judgment as to the causes of action for violation of *Civ. Code*, § 2923.5 and to quiet title but, in all other respects, reversed and remanded the matter with directions. The court held that the allegations of the borrower's first amended complaint did not state a cause of action for negligence based on the lender's alleged failure to offer him a loan modification because the lender and the trustee did not have a common law duty of care to offer, consider, or approve a loan modification, or to offer the borrower alternatives to foreclosure. However, it was reasonably possible that the borrower could amend the first amended complaint to state a cause of action for negligent misrepresentation because a lender does owe a duty to a borrower to not make material misrepresentations about the status of an application for a loan modification or about the date, time, or status of a foreclosure sale. The court found the borrower should be given leave to amend to state a claim for breach of contract because the duty to act in good faith in working with a borrower was imposed expressly in the borrower's forbearance agreement with the lender. The allegation that the borrower's home was sold at a foreclosure sale was sufficient to satisfy the economic injury prong of the standing requirement of *Bus. & Prof. Code*, § 17204. Although the borrower failed to allege a causal connection between the lender's allegedly unlawful, unfair, or fraudulent [*50] conduct and his economic injury, there was a reasonable possibility that he could amend his UCL cause of action to allege the lender's misrepresentations caused him to lose his home through foreclosure. Although the borrower sought to quiet title to the property, he could not do so without paying the outstanding indebtedness. (Opinion by Fybel, Acting P. J., with Ikola, J., concurring. Concurring and dissenting opinion by Thompson, J. (see p. 87).)

HEADNOTES

CALIFORNIA OFFICIAL REPORTS HEADNOTES

(1) Appellate Review § 108--Briefs--Reference to Record.--The Court of Appeal may decline to consider passages of a brief that do not comply with *Cal. Rules of Court*, rule 8.204(a)(1)(C). As a reviewing court, the Court of Appeal usually considers only matters that were part of the record when the judgment was entered.

(2) Negligence § 3--Elements.--To state a cause of action for negligence, a plaintiff must allege (1) the defendant owed the plaintiff a duty of care, (2) the defendant breached that duty, and (3) the breach proximately caused the plaintiff's damages or injuries. Whether a duty of care exists is a question of law to be determined on a case-by-case basis.

(3) Banks and Banking § 16--Loans--Lender's Duty of Care to Borrower--Factors for Determining.--Lenders and borrowers operate at arm's length. As a general rule, a financial institution owes no duty of care to a borrower when the institution's involvement in the loan transaction does not exceed the scope of its conventional role as a mere lender of money. The *Biakanja* factors for determining whether to recognize a duty of care are: (1) the extent to which the transaction was intended to affect the plaintiff, (2) the foreseeability of harm to the plaintiff, (3) the degree of certainty that the plaintiff suffered injury, (4) the closeness of the connection between the defendant's conduct and the injury suffered, (5) the moral blame attached to the defendant's conduct, and (6) the policy of preventing future harm.

(4) Banks and Banking § 16--Loans--Modification--Lender's Duty of Care to Offer or Approve.--A loan modification is the renegotiation of loan terms, which falls squarely within the scope of a lending institution's conventional role as a lender of money. A lender's obligations to offer, consider, or approve loan modifications and to explore foreclosure alternatives are created solely by the loan documents, statutes, regulations, and relevant directives and announcements from the United States Department of the Treasury, the Federal National Mortgage Association, and other governmental or quasi-governmental agencies. The *Biakanja* factors do not support imposition of a common law duty to offer or [*51] approve a loan modification. If the modification was necessary due to the borrower's inability to repay the loan, the borrower's harm, suffered from denial of a loan modification, would not be closely connected to the lender's conduct. If the

lender did not place the borrower in a position creating a need for a loan modification, then no moral blame would be attached to the lender's conduct.

(5) Banks and Banking § 16--Loans--Modification--Lender's Duty of Care to Offer--Negligence Claim.--A borrower's first amended complaint did not, and could not as a matter of law, state a claim for negligence based on a lender's alleged failure to offer the borrower a loan modification, because the lender and the trustee did not have a common law duty of care to offer, consider, or approve a loan modification, or to offer the borrower alternatives to foreclosure, and because they also did not have a duty of care to handle the borrower's loan in such a way to prevent foreclosure and forfeiture of his property. The borrower did not allege the bank and the trustee did anything wrongful that made him unable to make the original monthly loan payments or that they caused or exacerbated his initial default by negligently servicing his loan.

[*Cal. Forms of Pleading and Practice* (2013) ch. 95, *Banks, Deposits, and Checks*, § 95.364; *Levy et al., Cal. Torts* (2013) ch. 1, § 1.02; *Cal. Real Estate Law & Practice* (2013) ch. 123, § 123.08D; *Simon et al., Matthew Bender Practice Guide: Cal. Unfair Competition and Business Torts* (2013) § 2.06; 5 Witkin, Summary of Cal. Law (10th ed. 2005) Torts, §§ 773, 808 et seq., 816; 6 Witkin, Summary of Cal. Law (10th ed. 2005) Torts, § 864; 1 Witkin, Summary of Cal. Law (10th ed. 2005) Contracts, § 798; 13 Witkin, Summary of Cal. Law (10th ed. 2005) Equity, § 117; 4 Witkin, Summary of Cal. Law (10th ed. 2005) Security Transactions in Real Property, § 145.]

(6) Banks and Banking § 16--Loans--Lender's Duty to Borrower--Misrepresentations--Foreseeability of Harm.--A lender owes a duty to a borrower to not make material misrepresentations about the status of an application for a loan modification or about the date, time, or status of a foreclosure sale. The law imposes a duty not to make negligent misrepresentations of fact (*Civ. Code*, § 1710, *subd.* 2). It is foreseeable that a borrower might be harmed by an inaccurate or untimely communication about a foreclosure sale or about the status of a loan modification application, and the connection between the misrepresentation and the injury suffered could be very close.

(7) Pleading § 67--Amendment--Leave of Court--Curing Defect.--Leave to amend a complaint

must be granted if there is a reasonable possibility that a defect can be cured by amendment. [*52]

(8) Contracts § 28--Interpretation--Intention of Parties--Language--Giving Effect to Provisions.--The basic goal of contract interpretation is to give effect to the parties' mutual intent at the time of contracting. When a contract is reduced to writing, the parties' intention is determined from the writing alone, if possible. The words of a contract are to be understood in their ordinary and popular sense. To the extent practicable, the meaning of a contract must be derived from reading the whole of the contract, with individual provisions interpreted together, in order to give effect to all provisions and to avoid rendering some meaningless.

(9) Appellate Review § 109--Briefs--Argument--In Footnote.--The Court of Appeal may decline to address arguments made perfunctorily and exclusively in a footnote in a brief.

(10) Courts § 9--Rules of Practice and Procedure--Construction--Terminology.--The California Rules of Court distinguish between the words "must," "may," "may not," "will," and "should." Under the *California Rules of Court*, rule 1.5(b), "should" expresses a preference or a nonbinding recommendation, while "must" is mandatory, "may" is permissive, and "will" expresses a future contingency. Case law has defined "should" generally to mean a moral obligation or recommendation.

(11) Contracts § 23.1--Interpretation--Good Faith and Fair Dealing.--Every contract imposes on each party a duty of good faith and fair dealing in contract performance and enforcement such that neither party may do anything to deprive the other party of the benefits of the contract. This covenant not only imposes upon each contracting party the duty to refrain from doing anything that would render performance of the contract impossible by any act of the party's own, but also the duty to do everything that the contract presupposes that the party will do to accomplish its purpose. The covenant of good faith finds particular application in situations where one party is invested with a discretionary power affecting the rights of another. Such power must be exercised in good faith.

(12) Mortgages § 28--Avoidance of Foreclosure--Contact to Assess Borrower's Financial Situation--Remedies.--*Civ. Code*, § 2923.5, requires,

before a notice of default may be filed, that a lender contact the borrower in person or by phone to assess the borrower's financial situation and explore options to prevent foreclosure. The only remedy afforded by § 2923.5, however, is a one-time postponement of the foreclosure sale before it happens.

(13) Fraud and Deceit § 2--Elements.--The elements of fraud are (1) the defendant made a false representation as to a past or existing material fact; (2) the defendant knew the representation was false at the time it [*53] was made; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff suffered resulting damages.

(14) Banks and Banking § 16--Loans--Modification--Time Spent on Applications--Nominal Damage.--Time and effort spent assembling materials for an application to modify a loan is the sort of nominal damage subject to the maxim *de minimis non curat lex*--i.e., the law does not concern itself with trifles (*Civ. Code, § 3533*).

(15) Unfair Competition § 4--Acts Constituting--Violations of Other Laws.--California's unfair competition law (UCL) (*Bus. & Prof. Code, § 17200 et seq.*) permits civil recovery for any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising (§ 17200). Because § 17200 is written in the disjunctive, it establishes three varieties of unfair competition--acts or practices that are unlawful, or unfair, or fraudulent. By defining unfair competition to include any unlawful act or practice, the UCL permits violations of other laws to be treated as independently actionable as unfair competition. An unfair business practice occurs when that practice offends an established public policy or when the practice is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers. An unfair business practice also means the public policy that is a predicate to the action must be tethered to specific constitutional, statutory, or regulatory provisions. A fraudulent practice under the UCL requires only a showing that members of the public are likely to be deceived and can be shown even without allegations of actual deception, reasonable reliance, and damage.

(16) Unfair Competition § 8--Actions--Standing--Requirements.--To have standing to sue under California's unfair competition law

(UCL) (*Bus. & Prof. Code, § 17200 et seq.*) a private plaintiff must allege he or she has suffered injury in fact and has lost money or property (*Bus. & Prof. Code, § 17204*). To satisfy the standing requirement of § 17204, a plaintiff must (1) establish a loss or deprivation of money or property sufficient to qualify as injury in fact, i.e., economic injury, and (2) show that that economic injury was the result of, i.e., caused by the unfair business practice or false advertising that is the gravamen of the claim. A UCL claim will survive a demurrer based on standing if the plaintiff can plead general factual allegations of injury resulting from the defendant's conduct. The California Supreme Court has held a plaintiff can satisfy the economic injury prong of the standing requirement in innumerable ways, but has listed four injuries that would qualify under § 17204: (1) the plaintiff surrendered more or acquired less in a transaction than the plaintiff otherwise would have; (2) the plaintiff suffered the [*54] diminishment of a present or future property interest; (3) the plaintiff was deprived of money or property to which the plaintiff had a cognizable claim; or (4) the plaintiff was required to enter into a transaction, costing money or property, that would otherwise have been unnecessary.

(17) Unfair Competition § 8--Actions--Standing--Economic Injury.--Sale of a home through a foreclosure sale is a deprivation of property to which a plaintiff has a cognizable claim for purposes of satisfying the economic injury prong of the standing requirement of *Bus. & Prof. Code, § 17204*.

(18) Unfair Competition § 4--Acts Constituting--Misrepresentations By Mortgage Lenders.--It is fraudulent or unfair for a lender to proceed with foreclosure after informing a borrower he or she has been approved for a loan modification, or telling the borrower he or she will be contacted about other options and the borrower's home will not be foreclosed on in the meantime. It is fraudulent or unfair for a lender to misrepresent the status or date of a foreclosure sale.

(19) Real Estate Sales § 87--Quieting Title--Against Secured Lender.--A borrower may not quiet title against a secured lender without first paying the outstanding debt on which the mortgage or deed of trust is based. The cloud on title remains until the debt is paid.

(20) Real Estate Sales § 75--Foreclosure--Setting Aside Sale--Grounds.--Full tender of the indebtedness must be made to set aside a foreclosure sale based on

irregularities in the foreclosure procedure. Full tender of the indebtedness is not required if the borrower attacks the validity of the underlying debt.

COUNSEL: Law Offices of Lenore Albert and Lenore L. Albert for Plaintiff and Appellant.

Reed Smith, David J. de Jesus and Adam M. Forest for Defendants and Respondents.

JUDGES: Opinion by Fybel, Acting P. J., with Ikola, J., concurring. Concurring and dissenting opinion by Thompson, J.

OPINION BY: Fybel, Acting P. J.

OPINION

[*55]

[**810] **FYBEL, Acting P. J.--**

INTRODUCTION

Richard Lueras appeals from a judgment entered after the trial court sustained without leave to amend a demurrer to his verified first amended complaint (the First Amended Complaint). After the foreclosure sale of his home, Lueras sued Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP (Bank of America), ReconTrust Company, N.A. (ReconTrust), and Federal National Mortgage Association, commonly called and referred to as "Fannie Mae." The First Amended Complaint asserted causes of action for negligence, breach of contract, violation of the Perata Mortgage Relief Act (*Civ. Code*, § 2923.5), fraud/misrepresentation, unfair and unlawful practices [***2] (*Bus. & Prof. Code*, § 17200), and to quiet title.

The First Amended Complaint included no allegations directed specifically to Fannie Mae, and we therefore affirm the judgment in its favor. As to Bank of America and ReconTrust, we affirm the judgment as to the causes of action for violation of *Civil Code* section 2923.5 and to quiet title, but, in all other respects, reverse and remand to permit Lueras to amend the First Amended Complaint.

The key fact alleged in the First Amended Complaint is that a mere 13 days before Bank of America foreclosed on Lueras's home, Bank of America falsely represented in writing to Lueras that no foreclosure sale would occur

while Lueras was being considered for "other foreclosure avoidance programs." In so doing, Bank of America expressly and in writing informed Lueras he "will not lose [his] home during this review period." A Bank of America representative also informed Lueras the pending foreclosure sale would be postponed. Nevertheless, days later, Bank of America foreclosed on Lueras's home.

Another key point is the trial court sustained a demurrer without leave to amend to the First Amended Complaint--i.e., Lueras had filed only two complaints in a [***3] complicated and evolving area of law before facing dismissal. Given the standard [**811] of review and California's policy of liberality in granting of amendments, Lueras should be given an opportunity to amend the First Amended Complaint.

ALLEGATIONS

In reviewing the order sustaining the demurrer, we accept the factual allegations of the First Amended Complaint as true. (*Committee for Green [*56] Foothills v. Santa Clara County Bd. of Supervisors* (2010) 48 Cal.4th 32, 42 [105 Cal. Rptr. 3d 181, 224 P.3d 920].) We also accept as true facts appearing in exhibits attached to the complaint. (*Sarale v. Pacific Gas & Electric Co.* (2010) 189 Cal.App.4th 225, 245 [117 Cal. Rptr. 3d 24]; *Dodd v. Citizens Bank of Costa Mesa* (1990) 222 Cal.App.3d 1624, 1626-1627 [272 Cal. Rptr. 623].) If the facts expressly alleged in the complaint conflict with an exhibit, the contents of the exhibit take precedence. (*Sarale v. Pacific Gas & Electric Co.*, *supra*, at p. 245.)

In March 2007, Lueras refinanced his home loan in the amount of \$385,000. The monthly payment on the 30-year loan was \$1,965.10. To secure the loan, a trust deed against Lueras's home was recorded.

Lueras made every monthly payment due until he and his wife suffered financial hardship. In 2009, Lueras requested a loan modification from [***4] the lender, Bank of America, under the Home Affordable Modification Program (HAMP).¹

1 [T]he United States Department of the Treasury implemented the Home Affordable [Modification] Program (HAMP) to help homeowners avoid foreclosure during the housing market crisis of 2008. The goal of HAMP is to provide relief to borrowers who have defaulted on



2 of 3 DOCUMENTS

**ART WOMACK, Plaintiff, Cross-defendant and Respondent, v. DAVID ANGUS
LOVELL et al., Defendants, Cross-complainants and Appellants; MARK
CABALLERO, Cross-defendant, Cross-complainant and Respondent.**

G049587

**COURT OF APPEAL OF CALIFORNIA, FOURTH APPELLATE DISTRICT,
DIVISION THREE**

237 Cal. App. 4th 772; 188 Cal. Rptr. 3d 471; 2015 Cal. App. LEXIS 510

June 15, 2015, Opinion Filed

PRIOR HISTORY: [***1] Appeal from a judgment of the Superior Court of Orange County, No. 30-2011-00438896, Derek W. Hunt, Judge.

OUTCOME: Affirmed in part, reversed in part, and remanded.

DISPOSITION: Affirmed in part, reversed in part and remanded with directions.

SUMMARY:

CASE SUMMARY:

CALIFORNIA OFFICIAL REPORTS SUMMARY

OVERVIEW: HOLDINGS: [1]-Because a homeowner's complaint alleging substandard work on a remodeling contract judicially admitted that the general contractor was licensed and sought recovery against the contractor's license bond, the issue of licensure was not controverted, and the contractor's failure to present a verified certificate from the Contractors' State License Board under *Bus. & Prof. Code, § 7031, subd. (d)*, thus did not entitle the homeowner to judgment; [2]-A judicial admission was found even though the complaint was unverified; [3]-The sham pleading doctrine applied to a general denial of the contractor's cross-complaint alleging licensure; [4]-The homeowner failed to specify all controverted issues pursuant to Super. Ct. Orange County, Local Rules, rule 317, prior to trial; [5]-A subcontractor who had not admitted the contractor's licensure was entitled to judgment.

The trial court granted judgment notwithstanding the verdict to a homeowner and a subcontractor in a suit alleging substandard work on a remodeling contract, based on the general contractor's failure to present a verified certificate from the Contractors' State License Board (*Bus. & Prof. Code, § 7031, subd. (d)*). (Superior Court of Orange County, No. 30-2011-00438896, Derek W. Hunt, Judge.)

The Court of Appeal reversed as to the homeowner, holding that because the homeowner's complaint judicially admitted that the general contractor was licensed and sought recovery against the contractor's license bond, the issue of licensure was not controverted, and the absence of a verified certificate thus did not entitle the homeowner to judgment. A judicial admission was found even though the complaint was unverified. The sham pleading doctrine applied to a general denial of the contractor's cross-complaint alleging licensure. The homeowner failed to specify all controverted issues

(Super. Ct. Orange County, Local Rules, rule 317) prior to trial. The subcontractor, who had not admitted the contractor's licensure, was entitled to judgment. (Opinion by Bedsworth, Acting P. J., with Aronson and Fybel, JJ., concurring.)

HEADNOTES [*773]

CALIFORNIA OFFICIAL REPORTS HEADNOTES

(1) **Building and Construction Contracts § 7--Actions--Necessity of Contractor's License.**--Bus. & Prof. Code, § 7031, subd. (a), operates to deny court access to contractors who were not licensed at all times during their performance.

(2) **Building and Construction Contracts § 7--Actions--Necessity of Contractor's License--Verified Certificate.**--Bus. & Prof. Code, § 7031, subd. (d), requires production of a verified certificate of licensure when the issue of a contractor's licensure is controverted, and so can operate to deny even licensed contractors any compensation.

(3) **Pleading § 1--Judicial Admissions--Effect.**--There are times it is error for a trial court to ignore the impact of an admission made in a party's pleadings.

(4) **Building and Construction Contracts § 7--Actions--Necessity of Contractor's License--Judicial Admission.**--A homeowner's complaint effectively told both the court and a contractor--twice--that the issue of the contractor's licensure was not controverted for purposes of Bus. & Prof. Code, § 7031, subd. (d). Under the doctrine of judicial admission, that removed the issue from the set of controverted issues. And if the issue of licensure was not controverted, then, under the plain language of § 7031, subd. (d), there was no need on the contractor's part to present a verified certificate from the Contractors' State License Board as part of its case.

[Cal. Real Estate Law & Practice (2015) ch. 430, § 430.70; Cal. Forms of Pleading and Practice (2015) ch. 104, Building Contracts, § 104.83; 1 Witkin, Summary of Cal. Law (10th ed. 2005) Contracts, § 491; 5 Witkin, Cal. Procedure (5th ed. 2008) Pleading, § 1047.]

(5) **Pleading § 1--Judicial Admissions--Unverified Complaints.**--Even unverified complaints can contain judicial admissions. A litigant cannot hide behind the

lack of verification where the litigant sought to obtain some advantage from the original, but unverified, admission.

(6) **Pleading § 63--Amendment and Withdrawal--Sham Pleading Doctrine.**--Under the sham pleading doctrine, a pleader cannot circumvent prior admissions by the easy device of amending a pleading without explanation. The doctrine encompasses prior pleadings even when made on information and belief. Trying to obtain the benefit of an easy general denial of a statement in a cross-complaint after one already obtained the benefit of affirming that statement in a complaint is a type of manipulative abuse. [*774]

(7) **Pretrial Conference § 3--Procedure--Identifying Controverted Issues.**--One of the purposes of Super. Ct. Orange County, Local Rules, rule 317, is to prevent ambushes by flushing out all controverted issues prior to trial. Rule 317 follows the salutary practice employed by most federal courts of requiring parties in civil cases to meet and confer prior to a trial and identify what is, and what is not, controverted. The language of the rule does not allow for silent gamesmanship. Both parties have the duty to stipulate to what can be readily stipulated to, and identify what is to be controverted for the trial. The onus is on the plaintiff to prepare the paperwork that stipulates to all facts amenable to stipulation and provide a list of identified issues, not just a coy "everything else is controverted" statement.

COUNSEL: Law Offices of Lenore Albert and Lenore L. Albert for Defendants, Cross-complainants and Appellants.

Law Office of Mitchell B. Hannah, Mitchell B. Hannah and Hallie D. Hannah for Plaintiff, Cross-defendant and Respondent, and for Cross-defendant, Cross-complainant and Respondent.

JUDGES: Opinion by Bedsworth, Acting P. J., with Aronson and Fybel, JJ., concurring.

OPINION BY: Bedsworth, Acting P. J.

OPINION

[**472] **BEDSWORTH, Acting P. J.--**

I. INTRODUCTION



**KAZEM MAJD, Plaintiff and Appellant, v. BANK OF AMERICA, N.A., et al.,
Defendants and Respondents.**

G050250

**COURT OF APPEAL OF CALIFORNIA, FOURTH APPELLATE DISTRICT,
DIVISION THREE**

243 Cal. App. 4th 1293; 197 Cal. Rptr. 3d 151; 2015 Cal. App. LEXIS 1188

December 21, 2015, Opinion Filed

NOTICE:

As modified Jan. 14, 2016. CERTIFIED FOR PARTIAL PUBLICATION*

* Pursuant to California Rules of Court, rules 8.1105(c) and 8.1110, this opinion is certified for publication with the exception of the entire section entitled *Plaintiff Lacks Standing to Assert Defects in the Securitization of His Loan* under the Discussion.

SUBSEQUENT HISTORY: [***1] The Publication Status of this Document has been Changed by the Court from Unpublished to Published January 14, 2016.

PRIOR HISTORY: Appeal from a judgment of the Superior Court of Orange County, No. 30-2012-00603633, Andrew P. Banks, Judge.

DISPOSITION: Affirmed in part and reversed in part.

CASE SUMMARY:

OVERVIEW: HOLDINGS: [1]-A homeowner's claim that foreclosure was improper because it occurred while his loan servicer was reviewing his loan for a modification under the Home Affordable Modification Program was a viable theory on which to base a claim for

violation of the unfair competition law, and also for wrongful foreclosure, provided the party conducting the foreclosure sale was an agent of the servicer; [2]-The homeowner had also stated a cause of action for cancellation of the trustee's deed upon sale, but had failed to join as a defendant the foreclosing trust deed beneficiary, who allegedly purchased the property at the foreclosure sale, and was an indispensable party.

OUTCOME: Judgment affirmed in part, reversed in part, and matter remanded.

SUMMARY:

CALIFORNIA OFFICIAL REPORTS SUMMARY

A homeowner filed suit against a loan servicer and two others, alleging that they wrongfully foreclosed on his home. The trial court sustained a demurrer to the third amended complaint and entered a judgment of dismissal. (Superior Court of Orange County, No. 30-2012-00603633, Andrew P. Banks, Judge.)

The Court of Appeal affirmed the judgment in part, reversed in part, and remanded the matter. The court held that the homeowner's claim that foreclosure was improper because it occurred while the loan servicer was reviewing his loan for a modification under the Home Affordable Modification Program was a viable theory on which to

base a cause of action for violation of the unfair competition law (Bus. & Prof. Code, § 17200 et seq.), as well as for wrongful foreclosure, provided the party conducting the foreclosure sale was an agent of the loan servicer. The homeowner thus should be given leave to amend to allege that agency relationship, if true. The homeowner had also stated a cause of action for cancellation of the trustee's deed upon sale, but had failed to join the foreclosing trust deed beneficiary as a defendant. The foreclosing beneficiary, who allegedly purchased the property at the foreclosure sale, was an indispensable party. Provided the property was still owned of record by the foreclosing beneficiary, and not by a bona fide purchaser for value, the homeowner should be given leave to amend to add the foreclosing beneficiary as a party to the cause of action for cancellation of instruments. The homeowner's allegations were inadequate to support a cause of action for negligent misrepresentation because an actionable misrepresentation had not been alleged, and because the alleged misrepresentation [*1294] did not cause damages. (Opinion by Ikola, J., with Rylaarsdam, Acting P. J., and Aronson, J., concurring.)

HEADNOTES

CALIFORNIA OFFICIAL REPORTS HEADNOTES

(1) Real Estate Sales § 75--Foreclosure--During Loan Modification Review--Unfair Competition Law Violation--Wrongful Foreclosure.--A homeowner's theory of liability--that foreclosure of his home was improper during the loan modification review process under the Home Affordable Modification Program--was a viable theory on which to base causes of action for violation of the unfair competition law (Bus. & Prof. Code, § 17200 et seq.), wrongful foreclosure, and, potentially, cancellation of the trustee's deed upon sale.

[Cal. Real Estate Law & Practice (2015) ch. 123, § 123.23; Cal. Forms of Pleading and Practice (2015) ch. 555, Trust Deeds and Real Property Mortgages, § 555.105; Levy et al., Cal. Torts (2015) ch. 40, § 40.150; Simon et al., Matthew Bender Practice Guide: Cal. Unfair Competition and Business Torts (2015) § 2.06.]

(2) Unfair Competition § 4--Acts Constituting--Unlawful, Unfair or Fraudulent Practices.--Bus. & Prof. Code, § 17200, prohibits any unlawful, unfair, or fraudulent business act or practice and unfair, deceptive, untrue, or misleading advertising.

Because § 17200 is written in the disjunctive, it establishes three varieties of unfair competition--acts or practices that are unlawful, unfair, or fraudulent.

(3) Unfair Competition § 4--Acts Constituting--Unfair Practices.--An unfair business practice occurs when that practice offends an established public policy or when the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers. Where a claim of an unfair act or practice is predicated on public policy, the public policy which is a predicate to the action must be tethered to specific constitutional, statutory, or regulatory provisions.

(4) Mortgages § 1--Loan Modification--Home Affordable Modification Program--Dual Tracking.--Civ. Code, § 2923.6, was amended in 2012 to prohibit dual tracking, and while § 2923.6, subd. (c)(1), is not directly applicable in cases in which the servicer's actions predate it, it is still relevant in determining whether dual tracking is unfair. The practice of dual tracking is unfair in the Home Affordable Modification Program context. [*1295]

(5) Unfair Competition § 4--Acts Constituting--False Representations--Qualification for Home Affordable Modification Program Modification.--Falsely representing that a plaintiff does not qualify for Home Affordable Modification Program modification when, in fact the plaintiff does qualify for a Home Affordable Modification Program modification, is an unfair practice under the unfair competition law (Bus. & Prof. Code, § 17200 et seq.).

(6) Unfair Competition § 8--Actions--Standing--Requirements.--Only a plaintiff who has suffered injury in fact and has lost money or property as a result of the unfair competition has standing to sue (Bus. & Prof. Code, § 17204). This requires a plaintiff to (1) establish a loss or deprivation of money or property sufficient to qualify as injury in fact, i.e., economic injury, and (2) show that that economic injury was the result of, i.e., caused by, the unfair business practice or false advertising that is the gravamen of the claim.

(7) Mortgages § 1--Loan Modification--Home Affordable Modification Program.--Where a borrower satisfies the relevant criteria for a Home Affordable Modification Program modification, the loan servicer must offer the modification.

(8) Deeds of Trust § 37--Trustee's Sale--Actions to Set Aside--Condition Precedent--Tender Rule--Exceptions.

--As a condition precedent to an action by a borrower to set aside a trustee's sale on the ground that the sale is voidable because of irregularities in the sale notice or procedure, the borrower must offer to pay the full amount of the debt for which the property was security. The rationale behind the rule is that if the borrower could not have redeemed the property had the sale procedures been proper, any irregularities in the sale did not result in damages to the borrower. However, four exceptions to the tender rule have been identified, including that a tender may not be required where it would be inequitable to impose such a condition on the party challenging the sale.

(9) Real Estate Sales § 75--Foreclosure--Alternatives--Loan Modification--Tender Rule.

--A loan modification is an alternative to foreclosure that does not require the borrower to pay pursuant to the terms of the original loan. Accordingly, the tender rule does not apply.

(10) Real Estate Sales § 75--Foreclosure--Wrongful--Elements.

--The elements of the tort of wrongful foreclosure are (1) the trustee or mortgagee caused an illegal, fraudulent, or willfully oppressive sale of real property pursuant to a power of sale in a mortgage or deed of trust, (2) [*1296] the party attacking the sale (usually but not always the trustor or mortgagor) was prejudiced or harmed, and (3) in cases where the trustor or mortgagor challenges the sale, the trustor or mortgagor tendered the amount of the secured indebtedness or was excused from tendering, and (4) no breach of condition or failure of performance existed on the mortgagor's or trustor's part that would have authorized the foreclosure or exercise of the power of sale. Mere technical violations of the foreclosure process will not give rise to a tort claim; the foreclosure must have been entirely unauthorized on the facts of the case.

(11) Fraud and Deceit § 18--Negligent Misrepresentation--Elements.

--The elements of negligent misrepresentation are (1) the defendant made a false representation as to a past or existing material fact, (2) the defendant made the representation without reasonable ground for believing it to be true, (3) in making the representation, the defendant intended to deceive the plaintiff, (4) the plaintiff justifiably relied on the representation, and (5) the plaintiff suffered resulting

damages.

(12) Contracts § 23.1--Duty of Good Faith and Fair Dealing--Tort Duties--Special Relationships.--A duty of good faith and fair dealing applies to contractual obligations and tort duties under special relationships.

(13) Parties § 2--Indispensable--Test.--The controlling test for determining whether a person is an indispensable party is that, where the plaintiff seeks some type of affirmative relief which, if granted, would injure or affect the interest of a third person not joined, that third person is an indispensable party. A person is an indispensable party if his or her rights must necessarily be affected by the judgment.

COUNSEL: Kazem Majd, in pro. per.; Law Offices of Lenore Albert and Lenore L. Albert for Plaintiff and Appellant.

Akerman, Justin D. Balsler, Jeffrey Rasmussen and Karen Palladino Ciccone for Defendants and Respondents.

JUDGES: Opinion by Ikola, J., with Rylaarsdam, Acting P. J., and Aronson, J., concurring.

OPINION BY: Ikola, J.

OPINION

[**154] **IKOLA, J.**--Plaintiff alleges defendants wrongfully foreclosed on his home. The court sustained a demurrer to the third amended complaint and entered a judgment of dismissal. On appeal, plaintiff contends the foreclosure was [*1297] wrongful because irregularities in the securitization of his mortgage deprived defendants of authority to foreclose, and because the foreclosure occurred while the loan servicer was reviewing his loan for a modification under the Home Affordable Modification Program (HAMP). We agree with the latter contention and reverse as to plaintiff's cause of action against the loan servicer for violation of *Business and Professions Code section 17200 et seq.* (UCL). We also reverse [***2] some of the orders denying leave to amend. We conclude that plaintiff has otherwise stated a cause of action for wrongful foreclosure, provided the party conducting the foreclosure sale was an agent of the loan servicer. Plaintiff should be given leave to allege that agency relationship, if true. Finally, plaintiff has otherwise stated a cause of action for cancellation of the trustee's deed upon sale, but has failed to join the



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Christina L. Checel
LaTasha N. Crow
Charles M. Gale
Michele L. Levinson
Barbara J. McTigue
Barry M. Meyers
Howard D. Russell
Tiffani L. Shin
Linda T. Vu
Amy R. Webber
Theodore B. Zinger

CHARLES PARKIN
City Attorney

MICHAEL J. MAIS
Assistant City Attorney

October 15, 2013

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Recommendation to authorize City Attorney to pay sum of \$11,999.00 in full settlement of *Equal Employment Opportunity Claim (EEOC) claim of Sherell McFarlane.*

DISCUSSION

Sherell McFarlane, a Deputy City Prosecutor, was terminated on July 29, 2010. After her termination, McFarlane filed a Charge of Discrimination with the EEOC. Filing a charge is a prerequisite to filing a lawsuit. McFarlane claims she was terminated because of her race, African American. While her claim is not supported by the evidence, and while we view liability as very remote, considering the cost of the continued defense of the case and the potential operational impact of a lawsuit on the Prosecutor's Office, we recommend the proposed settlement of McFarlane's charge.

The proposed settlement was presented to the Economic Development and Finance Committee on October 1, 2013, and was approved on that date. We therefore ask authority to pay the sum of \$11,999 in full settlement of this claim.

SUGGESTED ACTION:

Approve recommendation.

Very truly yours,

CHARLES PARKIN, City Attorney

By *Monte H. Machit*
Monte H. Machit, Principal Deputy

MHM:ivs

F



Shipment Receipt

Address Information**Ship to:**

Sherell McFarlane/Sr Trial
Counsel

State Bar of California
845 S. Figueroa Street

Third Floor
Los Angeles, CA
90017-2515
US
213-765-1400

Ship from:

Lenore Albert

Law Office of
7755 Center Avenue, Suite
1100

Huntington Beach, CA
92647
US
7143722264

Shipment Information:

Tracking no.: 777357597828

Ship date: 09/29/2016

Estimated shipping charges: 17.30

Package Information

Pricing option: FedEx Standard Rate

Service type: Priority Overnight

Package type: FedEx Pak

Number of packages: 1

Total weight: 1 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Drop off package at FedEx location

Billing Information:

Bill transportation to: Coast Huntington-176

Your reference: 332

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at fedex.com.

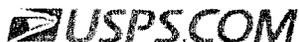
Please Note

FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. Consult the applicable FedEx Service Guide for details.

The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

012
ITEMS RECEIVED VIA ACE LEGAL
TO FILE ON 1ST FLOOR & CONFIRMED
COPY.

CA



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Tracking Number: **9114901230803432171034**

Updated Delivery Day: **Saturday, October 1, 2016**

Product & Tracking Information

Postal Product:

Features:
USPS Tracking®

| | | |
|---------------------------|--------------------------|-----------------------|
| October 1, 2016, 10:16 am | Delivered, In/At Mailbox | LOS ANGELES, CA 90017 |
|---------------------------|--------------------------|-----------------------|



| | | |
|------------------------------|--------------------------|-----------------------|
| October 1, 2016, 8:02 am | Arrived at Post Office | LOS ANGELES, CA 90057 |
| October 1, 2016, 1:25 am | Departed USPS Facility | LOS ANGELES, CA 90052 |
| October 1, 2016, 12:24 am | Arrived at USPS Facility | LOS ANGELES, CA 90052 |
| September 30, 2016, 11:30 pm | Departed USPS Facility | ANAHEIM, CA 92899 |
| September 30, 2016, 10:34 pm | Arrived at USPS Facility | ANAHEIM, CA 92899 |

Available Actions

- Track Update
- View Update

Call Baumgartner to Dismiss

Track Another Package

Tracking (or receipt) number

Manage Incoming Packages

Track all your packages from a dashboard. No tracking numbers necessary.

Sign up for My USPS





**THE STATE BAR
OF CALIFORNIA**

**OFFICE OF CHIEF TRIAL COUNSEL
ENFORCEMENT UNIT**
Gregory Dresser, Interim Chief Trial Counsel

845 SOUTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90017-2515

TELEPHONE: (213) 765-1000
FAX: (213) 765-1383
<http://www.calbar.ca.gov>

October 7, 2016

*rec'd
10-14-16*

Lenore Luann Albert
Law Office Lenore Albert
7755 Center Ave., Ste. 1100
Huntington Beach, CA 92647

RE: Motion to Dismiss Disciplinary Charges
In the Matter of Lenore Luann Albert
Case No. 16-O-10548

Dear Ms. Albert:

I am in receipt of several copies of your Motion to Dismiss the Notice of Disciplinary Charges ("motion") in your matter referenced above. In reviewing your motion and consulting the State Bar Court's docket in your matter today, I noted that your motion has not been filed. It appears that you may have sent copies of the motion, which were intended for the court, to me in error. As an employee of the Office of Chief Trial Counsel of the State Bar of California, I am not permitted to file pleadings on behalf of respondents. Therefore, I am returning the extra copies of the motion to you.

Very truly yours,

Sherell N. McFarlane
Senior Trial Counsel

Enclosures (as stated)

*you
will
see
She still
has
JA*

Workplace Violence Restraining Order After Hearing

Clerk stamps date here when form is filed.

FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE CENTRAL JUSTICE CENTER MAY 23 2016 BY: _____ DEPUTY

1 Petitioner (Employer)

a. Name: LAW OFFICES OF LENORE ALBERT Lawyer for Petitioner (if any, for this case): Name: LENORE ALBERT State Bar No.: 21,876 Firm Name: LAW OFFICES OF LENORE ALBERT

b. Your Address (If you have a lawyer, give your lawyer's information): Address: 7755 CENTER AVE SUITE 1100 City: HUNTINGTON BEACH State: CA Zip: 92646 Telephone: 714-372-2264 Fax: E-Mail Address:

Fill in court name and street address: Superior Court of California, County of ORANGE CENTRAL JUSTICE CENTER 700 CIVIC CENTER DR WEST SANTA ANA CA 92701

2 Employee (Protected Person)

Full Name: LENORE ALBERT

Court fills in case number when form is filed. Case Number: 2014-00734043 CONSOLIDATED WITH

3 Respondent (Restrained Person)

Full Name: GEORGE OLIVO

Description:

Sex: [x] M [] F Height: 5'7" Weight: 145 Date of Birth: 11-17-1966 Hair Color: BROWN Eye Color: BROWN Age: 48 Race: HISPANIC Home Address (if known): 6192 BANNOCK STREET City: WESTMINSTER State: CA Zip: 92683 Relationship to Employee: FORMER CO-WORKER

2014-00734043

4 [x] Additional Protected Persons

In addition to the employee, the following family or household members or other students are protected by the temporary orders indicated below:

Table with columns: Full Name, Sex, Age, Household Member?, Relation to Employee. Rows: BIANCA BARRIENTOS (F, 22, No, CO-WORKER), DANIEL KNOWLTON (M, 64, No, CO-WORKER)

[] Additional protected persons are listed at the end of this Order on Attachment 4.

5 Expiration Date

This Order, except for any award of lawyer's fees, expires at:

Date: _____ Time: _____ [] a.m. [] p.m.

If no expiration date is written here, this Order expires three years from the date of issuance.

This is a Court Order.

G

6 Hearing

- a. There was a hearing on (date): 5-27-16 at (time): 9:00 AM in Dept.: C03 Room: _____
 (Name of judicial officer): Judge Corey S. Cramin made the orders at the hearing.
- b. These people were at the hearing:
- (1) The petitioner/employer representative (name): LENORE ALBERT
- (2) The lawyer for the petitioner/employer (name): _____
- (3) The employee (4) The lawyer for the employee (name): _____
- (5) The respondent (6) The lawyer for the respondent (name): _____
- Additional persons present are listed at the end of this Order on Attachment 5.
- c. The hearing is continued. The parties must return to court on (date): _____ at (time): _____.

To the Respondent:

The court has granted the orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

7 Personal Conduct Orders

- a. You are ordered not do the following things to the employee
- and to the other protected persons listed in (4):
- (1) Harass, molest, strike, assault (sexually or otherwise), batter, abuse, destroy personal property of, or disturb the peace of the person.
- (2) Commit acts of violence or make threats of violence against the person.
- (3) Follow or stalk the person during work hours or while going to or from the place of work.
- (4) Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
- (5) Enter the person's workplace.
- (6) Take any action to obtain the person's address or locations. If this item is not checked, the court has found good cause not to make this order.
- (7) Other (specify):
 Other personal conduct orders are attached at the end of this Order on Attachment 7a(7).
- _____

- b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order.



8 Stay-Away Order

a. You must stay at least 100 yards away from (check all that apply):

- (1) The employee
- (2) Each other protected person listed in **4**
- (3) The employee's workplace
- (4) The employee's home
- (5) The employee's school
- (6) The employee's children's school
- (7) The employee's children's place of child care
- (8) The employee's vehicle
- (9) Other (specify):

b. This stay-away order does not prevent you from going to or from your home or place of employment.

9 No Guns or Other Firearms and Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

b. If you have not already done so, you must:

- (1) Sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.
- (2) File a receipt with the court within 48 hours of receiving this Order that proves that your guns have been turned in, sold, or stored. (You may use Form WV-800, Proof of Firearms Turned In, Sold, or Stored for the receipt.)

c. The court has received information that you own or possess a firearm.

10 Costs

You must pay the following amounts for costs to the petitioner:

| <u>Item</u> | <u>Amount</u> | <u>Item</u> | <u>Amount</u> |
|-------------|---------------|-------------|---------------|
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |
| _____ | \$ _____ | _____ | \$ _____ |

Additional amounts are attached at the end of this Order on Attachment 10.

11 Other Orders (specify):

Additional orders are attached at the end of this Order on Attachment 11.

This is a Court Order.



To the Person in ①:

⑫ Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). (Check one):

- a. The clerk will enter this Order and its proof-of-service form into CARPOS.
- b. The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
- c. By the close of business on the date that this Order is made, the petitioner or the petitioner's lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency

Address (City, State, Zip)

- Additional law enforcement agencies are listed at the end of this Order on Attachment 12.

⑬ Service of Order on Respondent

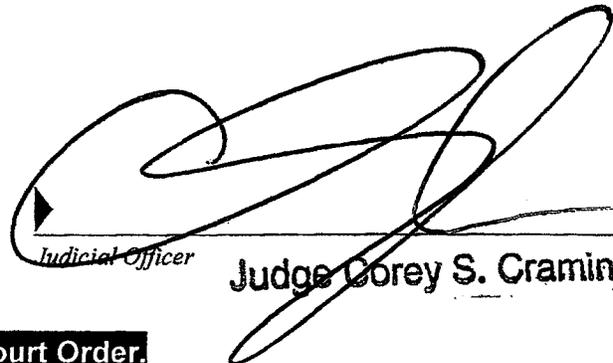
- a. The respondent personally attended the hearing. No other proof of service is needed.
- b. The respondent did not attend the hearing.
 - (1) Proof of service of Form WV-110, *Temporary Restraining Order*, was presented to the court. The judge's orders in this form are the same as in Form WV-110 except for the expiration date. The respondent must be served with this Order. Service may be by mail.
 - (2) The judge's orders in this form are different from the temporary restraining orders in Form WV-110. Someone—but not the petitioner or anyone protected by this order—must personally serve a copy of this Order on the respondent.

⑭ No Fee to Serve (Notify) Restrained Person

The sheriff or marshal will serve this Order without charge because the Order is based on unlawful violence, a credible threat of violence, or stalking.

⑮ Number of pages attached to this Order, if any: _____

Date: 5-27-16


Judicial Officer
Judge Corey S. Cramin

This is a Court Order.



Warning and Notice to the Respondent:

You Cannot Have Guns or Firearms

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control as stated in item ⑨. The court will require you to prove that you did so.

Instructions for Law Enforcement

Enforcing the Restraining Order

This Order is enforceable by any law enforcement agency that has received the Order, is shown a copy of the Order, or has verified its existence on the California Restraining and Protective Order System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the Order and then must enforce it. Violations of this Order are subject to criminal penalties.

Start Date and End Date of Orders

This Order *starts* on the date next to the judge's signature on page 4 and *ends* on the expiration date in item ⑤ on page 1.

Arrest Required If Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of this order and has disobeyed it, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the orders. Consider the restrained person served (given notice) if (Pen. Code, § 836(c)(2)):

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this Order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order.



Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities: (See Pen. Code, § 136.2, Fam. Code, §§ 6383(h)(2), 6405(b).)

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.



(Clerk will fill out this part.)
—Clerk's Certificate—

I certify that this *Workplace Violence Restraining Order After Hearing* is a true and correct copy of the original on file in the court.

ALAN CARLSON

Date: 5-23-16 Clerk, by _____, Deputy

L RANGEL

This is a Court Order.



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4 Persons found (Please click a row to view case details)

| Last | First | Middle | Party Role | Case Number | Case Type | Filing Date |
|-------|--------|---------|------------|-------------|-------------|--------------|
| Olivo | George | Anthony | Defendant | 16VVM06246 | Misdemeanor | May 17, 2016 |
| Olivo | George | Anthony | Defendant | 16WF0116 | Felony | Jan 20, 2016 |
| Olivo | George | Anthony | Defendant | 15WF2206 | Felony | Oct 7, 2015 |
| Olivo | George | Anthony | Defendant | 15WM12899 | Misdemeanor | Oct 5, 2015 |

Criteria used

| | | | | |
|-------------------|-----------------|----------------|-------------|--|
| Last Name: | First Name: | Middle Name: | | |
| olivo | george | anthony | | |
| Filing Date From: | Filing Date To: | Case Type: | Match Type: | |
| May 20, 2015 | May 20, 2016 | All Case Types | Similar | |

POST EVENT Updates: Stop Judicial Corruption and Save Our Homes
A picture of Anthony Williams badge. He met with FBI and IRS this week, is now seen as a govt official. THE REAL DEAL: the car has been heavily lifted without
repurchases and no explanation. THIS IS REAL PEOPLE! Recognized in all 50 states!



George Olivo live in POST EVENT Updates: Stop Judicial Corruption
and Save Our Homes - photo

Cindy Brown

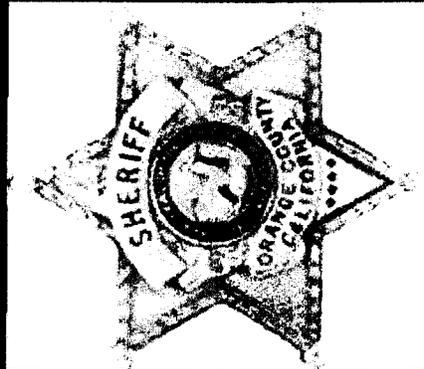


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UNITED STATES OFFICE OF THE PRIVATE ATTORNEY GENERAL

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At the Take Back America conference PAG Anthony Williams, Cliven Bundy, Cindy Brown, Thomas Mick and others shared their thoughts on a plan of action to restore back the American Republic and hold public servants accountable for their actions. In attendance were former FBI agents and US Marshals who know first hand the changes that need to be implemented in government and law enforcement.



The Private Attorney Generals have had widespread support from the American people and notable celebrities such as Jo Marie Payton (Mrs. Winslow of the hit TV series, "Family Matters"). The message is one of unity, equality, liberty and justice for all Americans.

For up to date news on each particular Private Attorney General click on their name for more information.



Anthony Williams

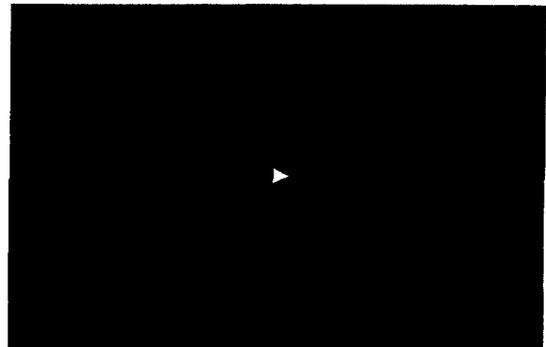
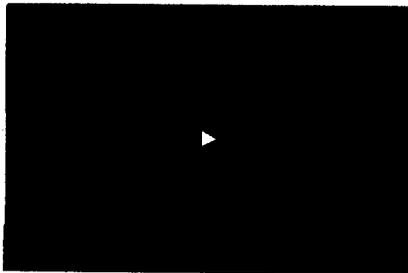
Rod Class

Cynthia Brown

Private Attorney General Anthony Williams appears in court on behalf of homeowners in Hawaii and restricted the magistrate from proceeding with the foreclosure by not letting the court establish jurisdiction. The magistrate had no lawful authority to proceed so he postponed the hearing pending "further advisement". The bank was not able to foreclose and the homeowners were able to keep their home.

Private Attorney Generals Stops Eviction

Private Attorney Generals successfully prevents the sheriffs office from serving eviction notice and evicting the homeowners out of their homes. This was a monumental occurrence in the State of Hawaii which set a precedence in protecting the rights of the homeowners in Hawaii.



PAG'S WORKING WITH PUBLIC OFFICIALS



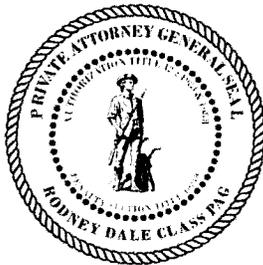
The United States Office of the Private Attorney General is dedicated to working with the de facto public officials to ensure the constitutional protection of the rights of the American people.

Rod Class On Second Thought TV



Rod Class has been fighting the corruption of the legal system for over 20 years. He is one of the original Private Attorney Generals that has exposed the

government corruption taken place in the courtroom and throughout the government.



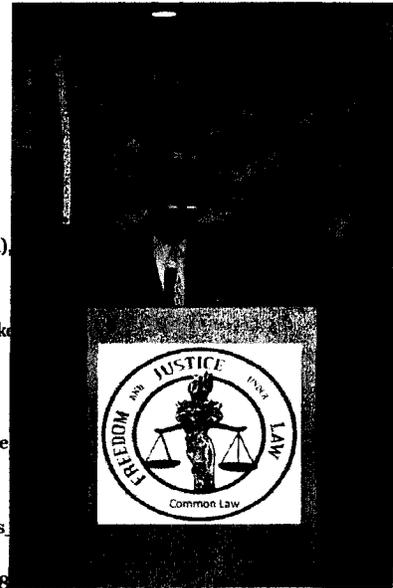
Cynthia L. Brown

Private Attorney General Cynthia Louise "Cindy" Brown (born March 16, 1965 in Portland (http://en.wikipedia.org/wiki/Portland,_Oregon), (http://en.wikipedia.org/wiki/Oregon)) is a retired American women's basketball (http://en.wikipedia.org/wiki/Women%27s_basketball) at the college, Olympic and professional levels. Brown was a member of the USA Basketball (http://en.wikipedia.org/wiki/USA_Basketball) team which went on to win a gold medal at the Pan American (http://en.wikipedia.org/wiki/Pan_American_Games) in Indianapolis, Indiana in 1987,[1] (http://en.wikipedia.org/wiki/Indiana) (http://en.wikipedia.org/wiki/Cindy_Brown_%28basketballer%29) (USABB-1) and the gold medal at the 1988 Olympics in Seoul.[2] (http://en.wikipedia.org/wiki/1988_Summer_Olympics) (http://en.wikipedia.org/wiki/Cindy_Brown_%28basketballer%29#cite_note-Olympics-2) She was also a member of the gold medal winning team for the USA at the 1985 World University Games (http://en.wikipedia.org/wiki/1985_World_University_Games) and the 1986 World Championship team. Ms. Brown has become the newest Private Attorney General (PAG) of the Common Law Office of America and has already shown her worth in her knowledge of the law and experience in fighting corruption in our legal system. Ms. Brown exemplifies what it truly means to be a servant to the people while maintaining the highest level of honesty, integrity and faithfulness in executing her duties. Ms. Brown will be one of the PAG's who will be managing the State of California. She has already set precedence in California as is a positive permanent fixture in the community. Her unwavering deposition to compromise her principles is what separates Ms. Brown from all there rest..



Anthony Williams

Private Attorney General Anthony Williams is one of the Pioneers in defending the rights of the American people against color of law abuses by the de facto judicial system and law enforcement agencies.



Location



What The People Are Saying

"The Private Attorney General's office is truly for the people, by the people and of the people. This is how all of the governmental offices were suppose to be operated. The public officials are hired to protect the interest of the people and to guarantee the protection of their unalienable rights from infringement by the government. It is good to finally see an organization that follows the Constitution to the letter and hold those accountable who violates it."

Contact Us

(http://www.usopag.gov) (mailto:info@usopag.gov)

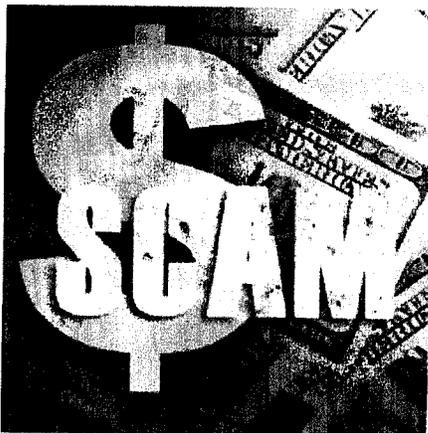
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Malinay or any of his associates because they have shown the propensity to lie, cheat and steal to get what they want. The Common Law Office of America do not endorse nor condone this kind of behavior and will seek every remedy possible under the law to ensure these scam artists are punished and go to jail for their crimes. CLOA is very adamant about making anyone and everyone accountable for defrauding the people and will not stop until the people get their due justice.

There has been injunctions and sanctions filed against Edna Franco the last 3 consecutive years. The first being in 2012 when her company Francha services had an injunction against it for foreclosure fraud. Then in 2013, she was fined \$252,000 for mortgage rescue fraud. Now in 2014 she has been assessed \$1 million dollars in fines and restitution. When Private Attorney General Anthony Williams was wrongfully incarcerated, she preyed on the innocence of the customers by deceiving them into believing she was working with the Common Law Office of America to assist PAG Anthony Williams to protect the homeowners from losing their homes. Instead of helping the homeowners, she has caused more harm and damage to them than the banks themselves and this behavior will not be tolerated by the Common Law Office of America and charges will be forthcoming. Edna Franco only preys on the ignorance of consumers to collect cash from them with the hope of saving their homes and never execute what she promises and never answers her phone, texts or emails. She is not a person that can be trusted with protecting your interest because her only motivation is to collect money to satisfy her gambling habit. Her husband James Franco has expressed his concern about her gambling habit to no avail. She has children whom she doesn't provide for because she is off gambling in LA or Las Vegas. If you don't want to lose your hard earned money, stay away from this scam artist.



STATE OF HAWAII OBTAINS INJUNCTION

Lenore Albert has manifested her colossal ignorance by defaming the name and character of Private Attorney General Anthony Williams and Common Law Office of America. Lenore Albert is a bar card carrying criminal and scam artist who has defrauded many consumers and have multiple open complaints against her by several citizens of California with the State Bar. If you have been harmed by this blonde headed snake please call the California State Bar to file a complaint.

Lenore Albert Blonde Headed Snake



The coral snake has red, black and yellow (blonde) colors and it is no coincidence that Lenore Albert has the same colors on in this picture showing that she has characteristics similar to a venomous coral snake.

Lenore Albert Monkeying Around With People's Rights



Lenore Albert continues to run a monkey business of a law firm and is under investigation by the California State Bar. Don't let her monkey around with your money or your case.



Why did I open my big mouth against Common Law Office of America? Why? Why? Why?



DEPARTMENT OF THE ATTORNEY GENERAL

News Release

NEIL ABERCROMBIE
GOVERNOR

DAVID M. LOUIE
ATTORNEY GENERAL
Phone: (808) 586-1500

RUSSELL A. SUZUKI
FIRST DEPUTY ATTORNEY GENERAL

For Immediate Release: September 13, 2013

News Release 2013-14

**ACCUSED CHILD MOLESTER ARRESTED FOR
EXTRADITION BACK TO GEORGIA**

HONOLULU – Attorney General David M. Louie announced today that Anthony T. Williams (42) was arrested today by Special Agents of the Department of the Attorney General on a no-bail warrant issued by the State of Georgia. The no-bail arrest warrant was issued on July 3, 2013 by the Fulton County, Magistrate Court for the offense of Felony Child Molestation. Mr. Williams was booked by the Hawaii State Sheriffs without incident and is being held pending extradition to the State of Georgia. Mr. Williams' initial appearance has been set for September 18, 2013 before Judge Richard K. Perkins.

The Department of the Attorney became aware of Mr. Williams after complaints were made against Mr. Williams for appearing before various State and Federal courts as a "Private Attorney General." It appears that Mr. Williams has been hired by private parties to appear and represent them in various types of litigation. The Department of the Attorney General has determined that Mr. Williams is not a licensed attorney in the State of Hawaii and is not authorized to practice law in the State of Hawaii.

If you hired Mr. Williams under the belief that he was a licensed attorney in the State of Hawaii and he provided what you believe to be legal assistance, representation or advice please contact the Investigations Division, Department of the Attorney General at (808) 586-1240.

###

For more information, contact:
Christopher D.W. Young
Supervising Deputy Attorney General
Criminal Justice Division
808-586-1160
christopher.d.young@hawaii.gov



Courthouse News Service

Tuesday, September 17, 2013

7:46 AM PT



Mortgage Relief Scheme Had Bogus Lawyers, Hawaii Says

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(CN) - Hawaii's attorney general wants to enjoin four people he says are practicing law illegally and operating a fraudulent mortgage-relief scheme in the state.

The state sued Common Law Office of America in Oahu First Circuit Court, along with four of its agents - Anthony Williams, Mary Jean Castillo, Hep Yanez Guinn and Kenneth Marvin Byrd.

"The defendants have been operating CLOA as an ersatz law firm which serves as a vehicle for their illicit mortgage relief scheme in the state of Hawai'i," according to the complaint.

An internet search for Common Law Office of America gives a result for a national company with various U.S. offices, three of which are in Hawaii (Honolulu, Hilo and Kauai). No phone numbers are listed, however, for any of the Hawaii offices.

On its website, CLOA advertises "Mortgage Reduction, Foreclosure Assistance, Document Writing, Will Preparation, Estate Planning, UCC Filings, Consulting, Power of Attorney, Travel ID ... and much more."

CLOA's Hawaii office is located in Honolulu's commercial Waterfront Plaza complex, an area locals know as Restaurant Row.

The state says CLOA, Williams and Castillo hold themselves out to Hawaii consumers as "private attorneys general" on their web site usacommonlaw.com.

"Defendant CLOA's website is rife with dangerous consumer misrepresentations, and absurd legal advice, such as: "...[W]hat most people don't realize nor understand is that the attorney at law works for the BAR (British Accreditation Regency) therefore they are foreign agents of the foreign court system to extort money from the American people under the guise of an American legal system," according to the complaint.

The state adds that "all of the defendants have entered appearances of record purporting to be attorneys for various clients in numerous courts in Hawaii."

Williams in particular claimed to be an attorney in various cases in the Hawaii Circuit Courts for Judges Rhonda Nishimura, Bert Ayabe and Elizabeth Strance, according to the complaint.

In Federal Court, Williams has allegedly misrepresented himself as an attorney before U.S. District Judges Susan Mollway, Michael Seabright and Kevin Chang.

Hawaii says as recently as September 2013, the defendants advertised themselves on their website as "distressed property consultants." "STOP FORECLOSURE," the statement allegedly reads. "If you are in foreclosure, you need to call us NOW! Don't wait a second longer. No matter what stage you are in we are able to stop the process and negotiate a payment schedule that is affordable and fair. Let us help you save your home."

Courthouse News visited the Honolulu office, but General Manager Jessica Deras declined to comment on the complaint.

Deras said she was unfamiliar with the current complaint and that it is company practice not to comment without forwarding to the legal team, especially after having recently fielded questions from the local police.

Deras did not elaborate on whether the recent police questions pertained to this complaint.

The business card Deras gave Courthouse News named "Regus" and www.regus.com rather than CLOA.

An Internet search for Regus produces only an office space management company, and more than one company shares the same suite as the CLOA Honolulu office, so Deras' association with CLOA is unclear.

Videos of the so-called "private attorneys general" appear in a YouTube series called "Outlaws-in-Justice."

In one video, a man identified as Williams is wearing a badge and flipping through papers in a manila folder as he spouts legal jargon.

"It just basically gives U.S. Bank National Association the go-ahead to take full possession thereof, but that's going to kind of be impossible," Williams says. "How can a corporation, which is a dead entity, take possession of anything? Only live beings can take possession. So it's very interesting how U.S. Bank National is going to take possession of this house. I would like to see that. And who is U.S. Bank National? Well, because they have to be a live entity, a live being. Only live beings can occupy. So how is U.S. Bank National going to execute a possession? That's what I want to see."

Hawaii claims that the defendants not licensed attorneys yet purport to take power of attorney from distressed property owners and will continue to harm Hawaii consumers if they are not enjoined from the deceptive practice.

Deputy Attorney General C. Bryan Fitzgerald signed the complaint.

He seeks immediate and permanent injunctions, plus civil fines and restitution, for the deceptive trade practice.

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After Recording Return To:
MORTGAGE ENTERPRISE INVESTMENTS
P.O. BOX 1215
KILLEEN, TEXAS [76540]

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

Prepared by:
COMMON LAW OFFICE OF AMERICA
P.O. Box 31285
HONOLULU, HAWAII [96820]



* \$ R O O 0 7 3 6 2 7 9 4 \$ *
2015000132375 4:30 pm 03/13/15

48 413 D11 F13 16
0.00 0.00 0.00 0.00 45.00 0.00 0.00 0.00

_____ [Space Above This Line For Recording Data] _____

State of California

DEED OF TRUST

DEED OF TRUST ("Security Instrument") is made on 6th Day of March. The Grantor is, SHERI P MOODY legal person/fiction ("Borrower"). The Servicer/Mortgagee is MORTGAGE ENTERPRISE INVESTMENTS (MEI) a business of Bell County, Texas, P.O. Box 1215, Killeen, Texas [76540].

The trustee is FEDERAL MORTGAGE AMERICAN TRUST, ("Trustee").

The Secured party creditor and the beneficiary is Shari Pam Blumenreich (solely as nominee for Secured party creditor, as herein defined, and secured party creditor successors and assigns). Shari Pam Blumenreich has an exclusive and superior lien on this Mortgage and has an address and telephone number of: 6192 Bannock Road. Westminster, California [92683]

("Secured party creditor") is organized and existing under the common laws of the Constitution for the United States of America, and has an address of: 6192 Bannock Road. Westminster, California [92683] This Deed of Trust replaces and makes null and void the original Deed of Trust Instrument No 2007-00520719 : recorded August 22, 2007, in the County of Orange, State of California, Office of the Assistant Registrar and any other instrument preceding this document.

See note
See AFFIDAVIT RIDER

11
16
F

Borrower owes Secured party creditor the principal sum of THREE HUNDRED THIRTY THOUSAND and 00/100 Dollars (U.S. \$330,000). This debt is evidenced by a UCC Financing Statement No. 59024097002, (Exhibit "B") recorded in the State of Texas and within this Deed of Trust recorded in California which provides a superior lien to the Secured Party Creditor Shari Pam Blumenreich. This Security Instrument secures to Secured Party Creditor: (a) the repayment of the debt evidenced by the Note, with no interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located County of Orange, State of California, city of San Juan Capistrano (unincorporated), and as described as follows:

SEE Exhibit "A"✓

Derivation Clause

The instrument constituting the source of the Borrower's interest in the foregoing described property was a Grant Deed recorded June 19, 2014

In Instrument No: 2014000242923 in the Office of the Registrar of ORANGE County, State of California,

APN: 203-363-03

which currently has the address of 6192 Bannock Road. Westminster, California [92683]
[Street/City] [Zip Code]

(Property Address):

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT is the verification of ownership by the Secured party creditor and the beneficiary combines uniform covenants for private use and non-uniform covenant with unlimited variations by jurisdiction to constitute a uniform security instrument covering real private property.

Borrower and Secured party creditor covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance, and Other charges.** Borrower shall not include any monthly payments, whether for the principal or the interest, a sum for (a) taxes and special assessments levied or to be levied against the property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which Secured party creditor volunteers to pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been voluntarily paid if Secured party creditor still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Secured party creditor by accepted for value or discharge to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to the Secured party creditor are called "Escrow Funds."
3. **Application of Payments.** All payments if necessary under paragraphs 1 and 2 shall be applied by Secured party creditor as it may be deemed necessary.
4. **Fire, Flood and other Hazard Insurance.** Borrower shall insure all improvements on the Property at the direction of the Secured party creditor, whether now in existence or subsequently erect, against any hazards, casualties, and contingencies, including fire, for which Secured party creditor requires insurance. This insurance shall be maintained in the amounts and for the periods that Secured party creditor may require. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secured party creditor. All insurance shall be carried with companies approved by Secured party creditor. The insurance policies and any renewals shall be held by Secured party creditor and shall include loss payable clauses in favor of, and in a form acceptable to, Secured party creditor.
5. **Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower shall occupy, establish, and use the Property as the principals residence within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Secured party creditor determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Secured party creditor of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the property to deteriorate, reasonable wear and tear excepted. Secured party creditor may inspect the Property if the Property is vacant or abandoned Property.
6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to the Secured party creditor to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Secured party creditor shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
7. **Charges to Borrower and Protection of Secured party creditor' Rights in the Property.** Borrower's only obligation is to the Secured party creditor, MEI and not to any governmental agencies, IRS, municipalities, banks or loan companies.

8. Fees. Secured party creditor may collect any fees relevant to this transaction.
9. Grounds for Acceleration of Debt. Since Borrower is a legal fiction and transmitting utility, any and all debt that is owed will be up to the discretion of the Secured party creditor to collect on or discharge.
10. Reinstatement. This provision is non-applicable to the terms of this Security Instrument. The Secured party creditor is the executor of the borrower's affairs therefore this provision has no relevancy to this Security Instrument.
11. Governing Law; Severability. This Security Instrument shall be governed by the Constitution for the United States of America, the Uniform Commercial Code and the Common Law.
12. Release. Upon agreement of all sums secured by this Security Instrument, Secured party creditor may release this Security Instrument to the beneficiaries.
13. Substitute Trustee. Secured party creditor, at its option, may from time to time add a trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the additional trustee succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.
14. Waivers. Borrower waives all right of homestead, equity of redemption, statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Property. All rights of the Property belong to the Secured party creditor, trustee and beneficiaries.
15. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)].

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Planned Unite Development Rider |
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Growing Equity Rider |
| <input type="checkbox"/> Sovereignty Rider | <input checked="" type="checkbox"/> Other [Specify] Affidavit rider |

16. Foreclosure Procedure. Secured party creditor owns property free and clear of all liens and taxes and has the allodial title to the said Property and land, therefore said Property or land can never be foreclosed on by anyone other than the Secured party creditor. Secured party creditor may sell the Property and Trustee shall give notice of sale by public announcement in the county in which the Property is located for the time and in the manner provided by applicable law, and all proceeds disbursed evenly between the Secured party creditor and the beneficiaries.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower, Secured party creditor or Trustee and recorded with it. IN WITNESS WHEREOF, Borrower has executed this Security Instrument at the direction of the Secured party creditor.


SHERI MOODY
Borrower


Borrower

Secured Party accepts Debtor's signature in accord with UCC 1-201 (39), 3-401 (b).

[Space Below This Line For Notary]

NOTE

March 06, 2015
Date

ORANGE
City

CALIFORNIA
State

1. CUSTOMER'S PROMISE TO PAY

The original note amount is \$330,000. In return for valuable consideration that I have received, under the 50% mortgage service payment reduction program., I, SHERI P. MOODY promise to pay U.S. \$165,000 dollars, (this amount will be called "principal"), no interest, to the order of the Mortgagee. The Mortgagee is, MORTGAGE ENTERPRISE INVESTMENTS, A TENNESSEE COMPANY and Shari Pam Blumenreich. I understand that the Mortgagee may transfer this Note "only" with my written consent. The Mortgagee or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 0.0000 %.
Interest will not be charged on unpaid principal.

3. PAYMENTS

I will pay principal by making payments each month of U.S. \$ 916.67 dollars.
I will make payments on the 1st day of each month beginning May 1, 2015 for 360 months. I will make these payments every month until I have paid all of the principal and any other charges described below, that I may owe under this Note. If, on April 1, 2045 I still owe amounts under this Note, I will pay all those amounts, in full, on that date.
I will make my monthly payments at P.O. BOX 1215, KILLEEN, TEXAS [76540] or at a different place if required by the Note Holder.

4. CUSTOMER'S FAILURE TO PAY AS REQUIRED

- Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 5 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be a fixed \$50 charge. I will pay this late charge only once on any late payment.

- Notice from Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

- Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, I will contact the Note Holder to make payment arrangements to bring account current.

- Payment of Note Holder's Cost's and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

(E) Wage Garnishment. If all attempts to procure payment has failed customer agrees to have their wages garnished by MEI to procure payment

5. THIS NOTE SECURED BY A LIEN

In addition to the protections given to the Note Holder under this Note, a UCC LIEN Document No. 59024097002 recorded in Texas on February 7, 2015 and within the Deed of Trust recorded in California this NOTE is attached to, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note.

6. CUSTOMER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make extra payments on principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the

Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principle is known as a "partial prepayment."

I may make a full prepayment of a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. CUSTOMER'S WAIVERS

I do not waive my rights to require the Note Holder to do certain things. I retain all my common law, constitutional and inalienable divine rights. Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also does not waive these rights.

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in all sections above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. ASSIGNMENT OF THE NOTE.

Customer reserves the right to assign this note pursuant to Title 12 USC 95(a)(2) as an assignment to MORTGAGE ENTERPRISE INVESTMENTS and Shari Pam Blumenreich.

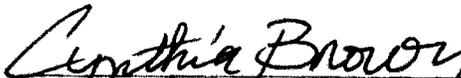
WITNESS the hands and seals of the undersigned.



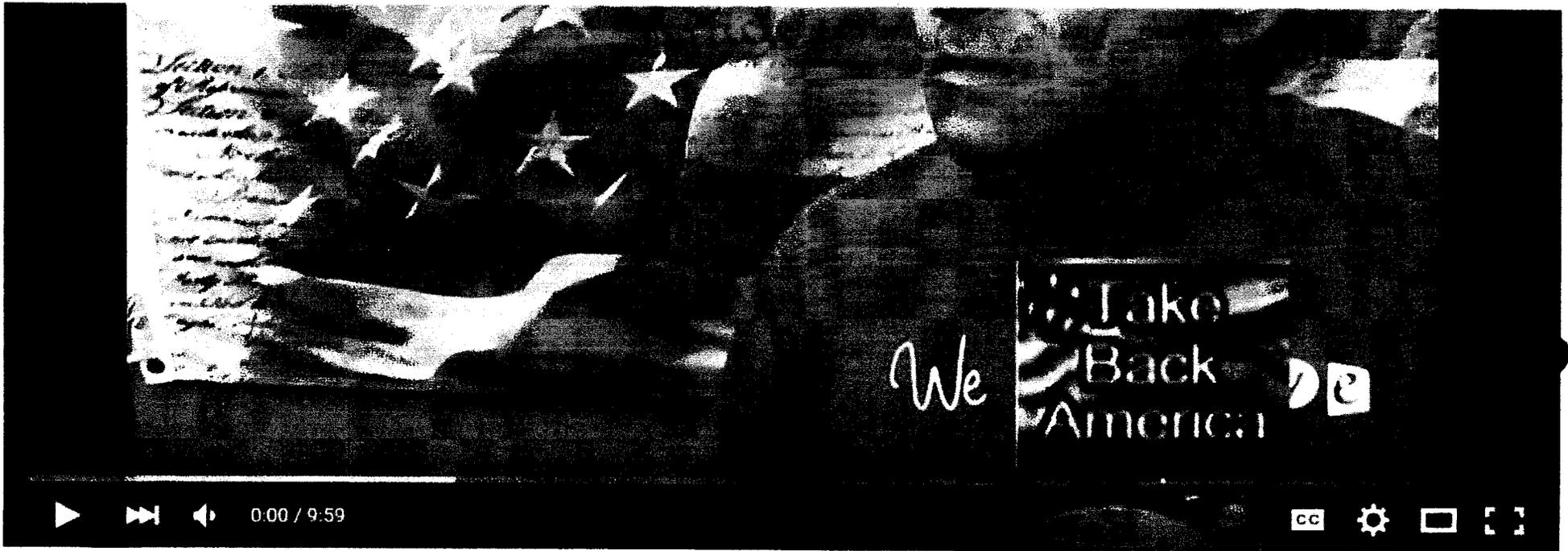
-Customer



-Customer



MORTGAGE ENTERPRISE INVESTMENTS
Representative



George Olivo OUTS Atty. ALBERT



William WAGENER

Subscribe

14,004

305 views

Like Share More

12 5

Published on Apr 12, 2015

George, says he is an EyeWitness to Atty. Lenore ALBERT, late filing of cases and losing them and worse... A GRAND JURY may be needed to deal with this Atty. how just got shot down by Judge GLASS on a multi-TRO request against many of her former clients. in March 2015. I was there taking note. It was 100% defeat for Attorney Lenore Albert. Atty. Albert also sued YELP and lost. Something is seriously wrong with this attorney.

Category

News & Politics

License

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SHOW LESS



George Olivo photo

Well Sheri and I are aesthetic Lenore Albert received a little bit of Justice not much only a 30 day suspension with probation from the State Bar Don't get swindled by any attorney! And if you do get with the people and keep pressing sometimes the price tag for a while but at least the word gets out and they don't harm anybody else hopefully!



George Olivo photo

I wish I could see an animal around the state and I wish the world in my friends that I can

URGENT CALLING FOR Orange County and Los Angeles CITIZENS Grand Jury NOW!

Posted on January 21, 2015 by amierosner

Begin forwarded message

Date: January 21, 2015 at 5:26:48 PM PST

From: rene powers <gpanda26@yahoo.com>

Reply-To: rene powers <gpanda26@yahoo.com>

To: john@nationallibertyalliance.org; john@nationallibertyalliance.org; John Darash <drlist@nationallibertyalliance.com>; Carla Glade <nationallibertyalliance-calif@gmail.com>; National Liberty Alliance <mail@nationallibertyalliance.org>; Carl Swensson <prevere@riseupforamerica.com>; Amie Rosner <amie@amierosner.com>

Cc: Valene Lopez <2rms@sbcglobal.net>; Jack Sutte <cagunishoe@aol.com>; "Anna M. Evans" <cassa007@yahoo.com>; Anthony Williams <awilliams@usacommonlaw.com>; Cindy Brown <cindyforthepeople@yahoo.com>; Manna Read <manna333sb@yahoo.com>

Subject: URGENT CALLING FOR Orange County and Los Angeles CITIZENS Grand Jury NOW!

Hello,

I have been asked to get a grand jury together in Orange County and in Los Angeles. Anthony Williams, Private Attorney General has said to put the word out now. Olympian Cindy Brown has been destroyed unlawfully by the court and today was the last straw. Superior court judge Mary Fingal-Shulte hid in chambers and ruled unlawfully from behind closed doors against Cindy. Cindy has the Promissory note, the ORIGINAL the crooks have said they have and "lost" to foreclose on her home. It is all a lie. Cindy never took a dime from her home and the crooks used identity theft within their ring to steal from her. Cindy has filed numerous Police/Sheriff's reports, shown the PROOF of the bank robbery, identity theft, trespass and illegal actions. How can the judge allow her home to be STOLEN when SHE HAS THE DAMN PROMISSORY NOTE HERSELF, IT IS THE ORIGINAL, the one the crooks had to do an allonge as they said it was LOST???? After an 8 year battle, today was the last straw. She has had an attorney tank her appeals case and today this judge ruled unlawfully from her office, saying Cindy did not get her evidence in and the case was dismissed with prejudice. IT WAS A LIE! the paperwork was in

WHAT CAN WE DO, WE NEED THE CITIZENS GRAND JURY PUT TOGETHER NOW! Anyone reading this know this is a serious call to a Citizens Grand Jury! We need 25 in each county!

Thank you,

Rene Powers

949-374-4052



People Who Shared This



Cindy Brown

11/10/2011 10:00 AM

SO FUNNY! Creepy looks of the year

11/10/2011 10:00 AM

View

Can't resist this



Norm's White Toilet

11/10/2011 10:00 AM

My whoopies. Does my head make this trailer look small?

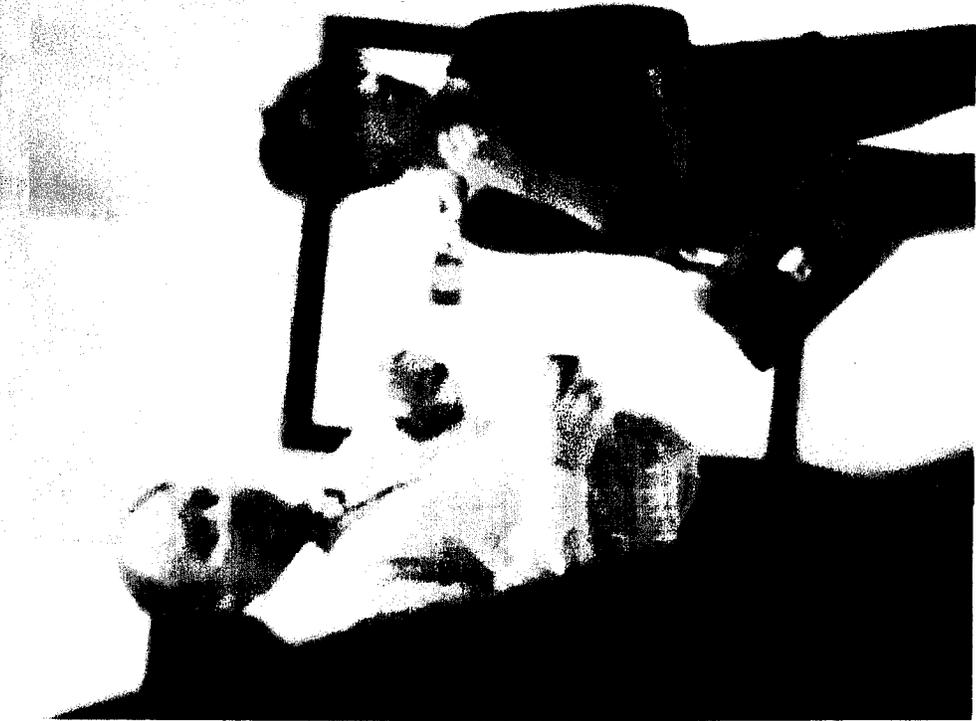
11/10/2011 10:00 AM



Cindy Brown
Maegain is so funny! Lol its times like this we need the laughter Ty Maegain!!



Cindy
Brown
←



← Sheri
moody

DAVID SEALT ↑

Subject: Re: E-Service - Case No. 30-2014-00738725 - Albert v. Xcentric Ventures LLC

From: david seal (david.seal.esq@gmail.com)

To: lenalbert@interactivecounsel.com;

Cc: megnikolic@gmail.com; devin@devinlucas.com; Pamcl@aiminghigher.com; djp@paslaw.com; dacosm@comcast.net; 12137651318@efaxsend.com; dane.dauphine@calbar.ca.gov; dtorres@lawtorres.com; joseph.carlucci@calbar.ca.gov; rozier.karen@yahoo.com; anita.kabaei@calbar.ca.gov; hrosing@klinedinstlaw.com; hvera@publiccounsel.org; mldodonnell@aol.com; docket@interactivecounsel.com; leslie.westmoreland@doj.ca.gov; hiteklawyr@aol.com; celeste.pasillas@calbar.ca.gov; mcolantuono@chwlaw.us; 18187621030@efaxsend.com; soly.corona@yahoo.com;

Date: Monday, January 26, 2015 1:58 PM

The Whango Tree

The woggly bird sat on the whango tree,
Nooping the rinkum corn,
And graper and graper, alas! grew he,
And cursed the day he was born.
His crute was clum and his voice was rum,
As curiously thus sang he,
"Oh, would I'd been rammed and eternally clammed
Ere I perched on this whango tree."
Now the whango tree had a bubbly thorn,
As sharp as a nootie's bill,
And it stuck in the woggly bird's umptum lorn
And weepadge, the smart did thrill.
He fumbled and cursed, but that wasn't the worst,
For he couldn't at all get free,
And he cried, "I am gammed, and injustibly nammed
On the luggardly whango tree."
And there he sits still,
with no worm in his bill,
Nor no guggledom in his nest;
He is hungry and bare, and gobliddered with care,
And his grabbles give him no rest;
He is weary and sore and his tugmut is soar, And nothing to nob has he,
As he chirps, "I am blammed and corruptibly jammed,
In this cuggerdom whango tree."

Regards,

David Seal, Esq.

1-949-529-1090 Telephone

1-949-266-9626 Facsimile

8001 Irvine Center Drive, Suite 400
Irvine, CA 92618

This message is intended for the addressee only and is privileged and confidential. Interception or other unauthorized use is prohibited. If you receive this message in error, please notify me by reply-email and immediately delete copies from your records.

Case Summary

Case Number: 12HM03383

OC Pay Number: 7091149

Originating Court: Harbor - Newport Beach Facility

Defendant: Seal, David Wendell

Demographics:

Eyes: Blue
 Hair: Brown
 Height(ft/in) : 5'10"
 Weight (lbs): 225

Names:

| Last Name | First Name | Middle Name | Type |
|-----------|------------|-------------|-----------|
| Seal | David | Wendell | Real Name |

Case Status:

Status: Closed
 Case Stage:
 Release Status:
 Warrant: N
 DMV Hold : N
 Charging Document: Complaint
 Mandatory Appearance: Y
 Owner's Resp: N
 Amendment #: 0

Counts:

| Seq | S/A | Violation Date | Section Statute | OL | Violation | Plea | Plea Date | Disposition | Disposition Date |
|-----|-----|----------------|------------------------|----|---|------|-----------|-------------|------------------|
| 1 | 0 | 01/05/2012 | 25850(a)/(c) (7) PC | M | Carrying loaded firearm on person or in vehicle in public place | | | Dismissed | 07/24/2012 |

Participants:

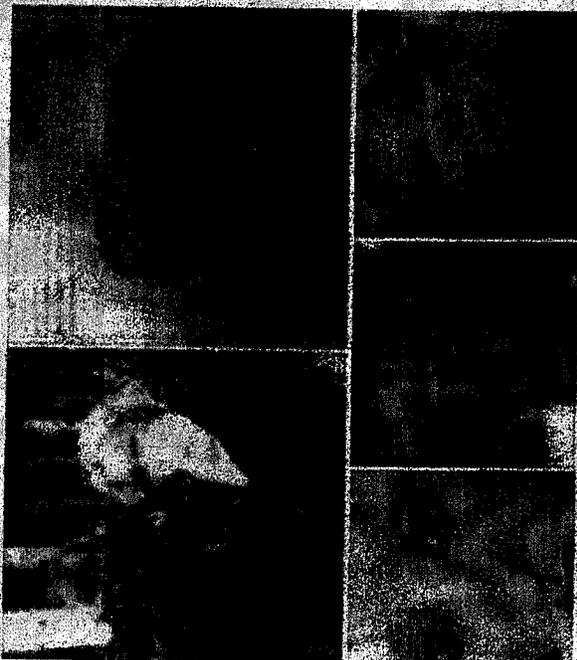
| Role | Badge Agency | Name | Vacation Start | Vacation End |
|-------------------|--------------|-----------------|----------------|--------------|
| Retained Attorney | RETAT | Cole, Walter Jr | | |
| District Attorney | OCDA | Swanson, Amy | | |
| District Attorney | OCDA | Patel, Tina | | |
| District Attorney | OCDA | Pevney, Michael | | |

Heard Hearings:

| Date | Hearing Type - Reason | Courtroom | Hearing Status | Special Hearing Result |
|------------|-----------------------|-----------|----------------|--------------------------|
| 05/15/2012 | Arraignment - | H8 | Heard | Waives arraignment today |
| 06/06/2012 | Arraignment - | H8 | Heard | Waives arraignment today |
| 06/29/2012 | Arraignment - | H8 | Heard | Waives arraignment today |
| 07/10/2012 | Arraignment - | H8 | Heard | Waives arraignment today |
| 07/24/2012 | Arraignment - | H8 | Heard | |
| 07/27/2012 | Arraignment - | H8 | Cancel | |

Intro

owner/partner at General Contractor
Lives in Whittier, California



Photos



Like 1 Yesterday at 9:26pm

2



David Seal

Sheryl Alexander Probation 30 days suspension tigh

Like 1 October 23 at 2:10am

Margan Donovan Nikolic 1 year suspension min 30 days and must pay all fines
and fees before suspension is lifted

Like 1 Yesterday at 9:23pm

Monica Jones her 1 year is stayed.

Like 1 10 hrs

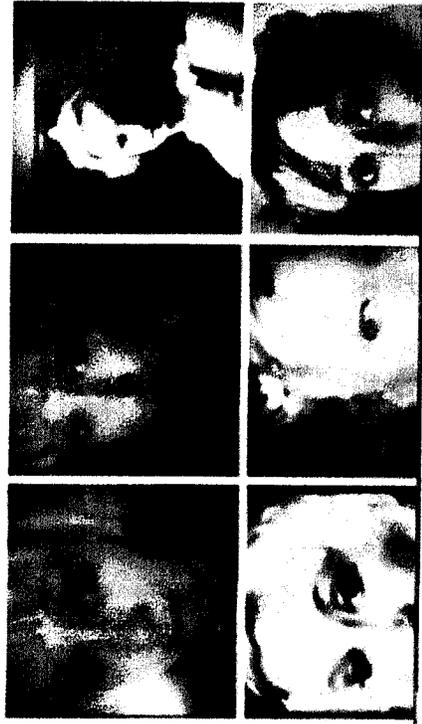
Monica Jones I bet they "unstay" it in 30 days tho lol

Intro

owner/partner at General Contractor
Lives in Whittier, California



Photos



Maegan Donovan Nikollic

Maegan Donovan Nikollic

Maegan Donovan Nikollic

www.dropbox.com/s/.../DECISION%2010-19-2016.pdf

DECISION 10-19-2016.pdf

Shared with Dropbox

Like



View more comments



Sheryll Alexander Probation 30 days suspension ugh

Like



Maegan Donovan Nikollic 1 year suspension min 30 days and must pay all fines and fees before suspension is lifted

Like



Monica Jones her 1 year is stayed

Like



Monica Jones I bet they "unstay" it in 30 days lol

Like

Search

ONLINE SERVICES

Index of Defendants in Criminal Cases

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The following list might contain records of different people of the same name, and it may not contain records of the person for whom you are searching.

Result of query on Tuesday, November 18, 2014 3:20:10 PM

Last Name: Donovan(Exact Match)

First Name: Maegan(Exact Match)

[New Search](#)

[Print this page](#)

Name: DONOVAN, MAEGAN DOROTHY

Case Number LAVLA068942-01

Filed At Van Nuys Courthouse West

Filing Date 09/21/2011

Limited Jurisdiction

| Count | Charge Section | Charge Statute | Disposition | Disposition Date |
|-------|----------------|----------------------|----------------|------------------|
| 01 | 11379(A) | Health & Safety Code | Held to Answer | 11/02/2011 |
| 02 | 11378 | Health & Safety Code | Held to Answer | 11/02/2011 |
| 03 | 11379(A) | Health & Safety Code | Held to Answer | 11/02/2011 |

If the Charge Statute link is available, click on it to search for the Charge description.

Name: DONOVAN, MAEGAN DOROTHY

Case Number XNWLA068942-01

Filed At Northwest District

Filing Date 11/02/2011

General Jurisdiction

| Count | Charge Section | Charge Statute | Disposition | Disposition Date |
|-------|----------------|----------------------|------------------|------------------|
| 01 | 11379(A) | Health & Safety Code | Guilty/Convicted | 01/10/2012 |

| | | | | |
|----|----------|----------------------|------------------|------------|
| 02 | 11378 | Health & Safety Code | Guilty/Convicted | 01/10/2012 |
| 03 | 11379(A) | Health & Safety Code | Guilty/Convicted | 01/10/2012 |

If the Charge Statute link is available, click on it to search for the Charge description.

[Print this page](#)

[New Search](#)

Art Showcased in Los Angeles Courthouse Jury Rooms



"Attorney Without a Head" by Camillo Cruz
2006 - 1st Place Professional





THE STATE BAR OF CALIFORNIA

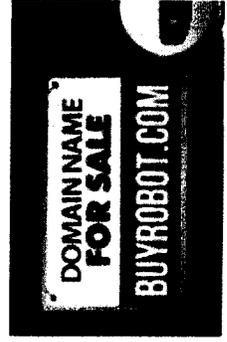
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Maegan Donovan Nikolic 📍 The State Bar of California

Tonight will be like Xmas Eve when I was a kid . The a much anticipated toys I hope? I would get . yep This is it but as a adult and the much anticipated Justice to be sought . Tomorrow!! Lets watch as Panic and the humiliation takes over Fuck yeah Bizatch You deserve nothing less for what you've done to innocent families

Detail View

#Crook

| Date | Time | Event | Venue | Judge |
|------------|----------|---|-------|----------------------|
| 12/16/2015 | 10:00 AM | Hearing, Formal (Disciplinary/Regulatory) | LA | Sherril N. McFarlane |

| | | | |
|------------------------|-----------------------|---------------------------------|---|
| Case Name: | Albert, ... LA And | Case Number: | 15-0-11311 |
| Member #: | 210876 | Venue: | LA |
| Status: | Open | Case Filed: | 12/16/2015 |
| Counsel: | Pro Per | Deputy Trial Counsel: | Sherril N. McFarlane |
| | | Co Deputy Trial Counsel: | Mark Ellis |
| Assigned Judge: | Yvette Robind | Next Scheduled Event: | Hearing, Formal (Disciplinary/Regulatory) |

Like 5 👍



Sherry Hernandez The appeal lawyer – number four – for the Unlawful Detainer (UD) trial, deserted us two weeks before the appeal was due. yep, this is the one ... <http://www.courts.ca.gov/courts/retire.html> and 100% daylight save.



Intro

owner/partner at General Contractor
Lives in Whittier, California

Photos



Español Français (France)
Português (Brasil) Deutsch Italiano



Maegan Donovan Nikolic

Some #Crooks just don't know when to stop. This is a political review of one. Hysterical!

AD-72: Controversial attorney **Lenore Albert-Sheridan** had her ballot statement revealed on Saturday – and it says “Consumer Advocate/Economist.” I don't know whether that's pending – or as a result of – the resolution of her disciplinary hearings with the California Bar Association.

Like · Comment · Retweet

10

View 5 more comments



Maegan Donovan Nikolic <http://www.orangejuiceblog.com/...a-day-at-the-races/>



A Day at the Races: Daily Updates to Candidate Filings | Orange Juice Blog

Like · Comment · Retweet



Lainey Hashorva mary stated yesterday that she and Lenore kicked bank ass? [http://www.foxnews.com/...](#)



Lainey Hashorva I thought she was disbarred



Karen M. Rozier

NOT ONE

NOT TWO

THREE

Three State Bar cases against Lenore Albert. It's almost worth placing myself at risk to be in the room, but thank goodness for Court Call. I will be online to help assist in the truth coming out.

She stole from my friends, which I don't allow. Does Mike Feder really think I am going to let him get away with stealing from me and my family? LMADFI will die first. Scratch that, it is already codified in my will that money go to whoever continues my fight should I not succeed. I learned that from staying the conflict in the Middle East. Never forgive or forget works both ways. Jews don't have a monopoly on demanding full restitution.



APPELLATE DIVISION (11/1/16)

Case List

The attorney you selected has the following cases in the State Bar Court:

| Case Number | Date |
|-------------|------------|
| 11-16-2015 | 11/16/2015 |
| 12-16-2015 | 12/16/2015 |
| 12-16-2015 | 12/16/2015 |

You can view the docket in any case above by clicking on the case number.

Page 1 of 1

Maegan Donovan Nikolic

11/16/2015

Public Record because it's not just an "accident" - it's a documented wrongdoing!

DECLARATION OF KEITH DE LA ROSA

I, KEITH DE LA ROSA, state and declare as follows:

1. That I am a Deputy City Attorney employed by the City of Los Angeles City Attorney's Office, and I have been employed by the City of Los Angeles for the past 27 years;
2. That I am currently assigned to the City Attorney's Office located in City Hall East at 200 N. Main Street, Los Angeles, California, and I am assigned as a criminal prosecutor in the Special Victims Section of our office;
3. That as part of my job duties, I have been assigned to handle the case of *People v. Karen Rozier and David Rozier*, Criminal Case No. 0CA01173;
4. That I represented the People of the State of California in a jury trial on a charge of Grand Theft in that case, in which both Karen Rozier and David Rozier – husband and wife – were defendants;
5. That on December 13, 2013, the jury convicted both Karen and David Rozier of Grand Theft and a sentencing hearing was set;
6. That, subsequently, the sentencing hearing was continued a number of times because the Roziers had filed a Motion for a New Trial and the court was awaiting transcripts;
7. That the most recent date the matter was set for status and was June 23, 2014 in Department 30 of the Criminal Court at the Criminal Court Building located at 210 W. Temple Street, Los Angeles, CA;
8. That on or about June 17, 2014, I received information from the Sheriff's Department that online threats had been made against the investigator in the criminal case and a law firm representing the City of Lakewood;
9. That on June 20, 2014, the investigator, Autumn Holmes, and I went online and reviewed the Roziers' Facebook page and saw Ms. Rozier was making reference to Ms. Holmes in her Facebook account and had made threats against Ms. Holmes;
10. That I also became aware of an existing three year restraining order against Karen Rozier out of Fullerton, California, Superior Court Case No. 00703172 protecting two civil lawyers who represent the City of Lakewood issued on February 28, 2014;

- 1 11. That I subsequently prepared a Request for Bail and Protective Order (with the goal of
2 protecting the witnesses and investigator) for the Monday, August 23, hearing;
- 3 12. That a true and correct copy of the Request for Bail and Protective order is attached as
4 Exhibit 1, and includes a copy of the existing restraining order against Ms. Rozier;
- 5 13. That the proof of service for the existing restraining order states that upon service of the
6 permanent order of Karen Rozier, her husband, David Rozier, came after the process
7 server swinging an axe, and later punched the process server in the face;
- 8 14. That on Monday, August 23, 2014, I was in court on the Rozier matter and was informed
9 by the Deputy Attorney General Melissa Day that there were also online threats made
10 against me on the Rozier web sites;
- 11 15. That I looked through the detailed printout of the Roziers' Facebook page which states it
12 is "hosted by Karen M. Rozier and David E. Rozier, Jr." and saw threats against me
13 posted by Karen Rozier on her joint Facebook account including the statement that "de
14 la Rosa's act was deliberate and the old Karen would have wanted him murdered quite
15 painfully and publicly so as to send a message to other public servants who have
16 forgotten their place... Wait a minute ... the new Karen likes that scenario as well. No
17 forgiveness for deliberate bad acts. No mercy. Machiavelli was more right than wrong."
18 In a second posting, on June 4, 2014, Rozier posts the following statement in reference
19 to jail: "This is the harsh reality of where they are trying to send me and hubby.
20 Our harsh reality is that we will kill everyone who tries, even if it means our death
21 in the process." A copy of the postings is attached to this declaration as Exhibit 2;
- 22 16. That I subsequently became aware of at least one threatening Tweet by Karen Rozier
23 directed against me, and a copy of that tweet is attached as Exhibit 3;
- 24 17. That I also subsequently became aware, from my supervision and our Workplace
25 Violence Unit, of another Facebook page of Karen Rozier on which she posted the same
26 and other threats directed towards me, and copy of portions of that Facebook page are
27 attached as Exhibit 4;

28 ///

- 1 18. That I filed the Request for Bail and Protective Order with the court on Monday, June 23,
2 2014, at the beginning of the court hearing;
- 3 19. That at the hearing on Monday, June 23, 2014, counsel for the Attorney General of
4 California also filed a declaration and request for a stay away order against Karen and
5 David Rozier, and a true and correct copy of the Declaration of Counsel Melissa F. Day
6 in Support of Request for Stay Away Order is attached as Exhibit 5;
- 7 20. That, as a result of the People's request for bail and a protective order filed with the court
8 by me, the court remanded Karen Rozier to custody on the afternoon of June 23, 2014,
9 ordered Rozier and her husband to stay 400 yards away from my work place, City Hall
10 East (200 N. Main Street), and ordered them both to stay 400 yards away from me and
11 continued the hearing to the next day, June 24, 2014 at 1:30 pm (Exhibit 7);
- 12 21. That I am informed that between 11 a.m. and noon on June 24, 2014, David Rozier
13 appeared on the 8th floor of City Hall East located at 200 N. Main Street, outside the
14 offices of City Attorney Mike Feuer, in violation of the court's order;
- 15 22. That on June 24, 2014, at the 1:30 p.m. hearing on the question of bail and a protective
16 order, Karen Rozier's attorney also stipulated in open court that Ms. Rozier was the
17 author of the online postings;
- 18 23. That the court ordered David Rozier to delete the threatening posts from the Facebook
19 pages and he agreed to do so;
- 20 24. That the court also orally ordered both David and Karen Rozier to stay away from me,
21 however, my name is not on the final written Protective Order in the case;
- 22 25. That the court also set bail for Ms. Rozier in the amount of \$50,000, and David Rozier is
23 currently attempting to raise money online to bail Karen Rozier out of jail (see online
24 request for Paypal donations and interview of David Rozier attached as Exhibit 6);
- 25 26. That the incarceration of Ms. Rozier is the exact situation upon which she stated she
26 would kill those involved in the prosecution of her case who tried to jail her, and I am the
27 person who filed the motion resulting in her incarceration;
- 28

1 27. That David Rozier has appeared in online videos with his wife and has input and control
2 of the Facebook postings as demonstrated by his agreement to delete the threatening
3 posts as ordered by the court;

4 28. That based on the threatening online statements, the prior acts of David Rozier and
5 Karen Rozier, and my involvement in the prosecution of their criminal case and Karen
6 Rozier being placed in custody, I am afraid for my safety, as well as for the safety of my
7 family and fellow employees.

8 I declare that the foregoing is true and correct under penalty of perjury under the laws of
9 the State of California, and if called to testify and I would and could testify truthfully to the
10 above.

11 Executed this 25th day of June, 2014, at Los Angeles, California.

12
13 

14 _____
15 Keith De La Rosa
16 Declarant
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EXHIBIT B
Signed Declaration of Murder threats made by
Karen Rozier against:
Sheriff's Investigator Autumn Holmes
People's Request for Bail and Protective Order
Dated June 20, 2014

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CONTROLLED COPY
OF ORIGINAL FILED
Los Angeles Superior Court
JUN 20 2014
John A. Cleris, Executive Officer/Clerk
Deputy

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

KAREN ROZIER and DAVID ROZIER,

Defendants.

Case No.: OCA01173

PEOPLE'S REQUEST FOR BAIL AND
PROTECTIVE ORDER

Date: June 23, 2014

Time: 8:30 a.m.

Department: 30

TO THE ABOVE-ENTITLED COURT AND TO DEFENDANTS AND THEIR ATTORNEYS:

PLEASE TAKE NOTICE that on the above date, the People will request that defendant Karen Rozier's release on her own recognizance be revoked and that bail be set for her because she is a danger to the public. In addition, the People seek the imposition of protective orders restraining both Karen and David Rozier. These requests are made pursuant to Penal Code section 275. This action is based on discovery of threats made by Karen Rozier against Investigator Autumn Holmes, a workplace violence restraining order against Karen Rozier on February 24, 2014 and information alleging that defendant David Rozier ran towards a process server yielding an ax on March 19, 2014. This request is based on the attached Los Angeles Sheriff's report (#914-11859-1323-444) (Exhibit 1) dated June 13, 2014, Workplace Violence Restraining order dated February 28, 2014 (case no. 00763172) (Exhibit 2) and such oral arguments, evidence, testimony and points and authorities as may be presented at the hearing on this motion.

Dated June 20, 2014

By:

MICHAEL N. FEUER

City Attorney


KEITH DE LA ROSA

Deputy City Attorney

PEOPLE'S REQUEST FOR BAIL AND PROTECTIVE ORDERS - 1

**Signed Declaration of Murder threats made by
Karen Rozier made against
Law Firm of Carl Warren and Company
Sheriff's Incident Report
Dated June 13, 2014**

CITY OF LOS ANGELES SHERIFF'S DEPT
INCIDENT REPORT

A TRADITION OF SERVICE

| | | | | | | | | |
|--|---------------------------------------|-------------------------|------------------------------|---|--------------------|---|--|------------|
| ACTION: <input checked="" type="checkbox"/> ACTIVE <input type="checkbox"/> INACTIVE <input type="checkbox"/> PENDING | ROF CRIMINAL <input type="checkbox"/> | # OF ADULT ARRESTS 0 | # OF SUSPECT DETENTIONS 0 | URN # <u>9</u> | <u>14</u> | <u>11050</u> | <u>1323</u> | <u>444</u> |
| CLASSIFICATION 1 LEVEL / STAT CODE Suspicious Circumstances Possible Criminal Threats, 422 P.C./NO/444 | | | | | | | SEX OFFENSE - VICTIM INFO? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> | |
| CLASSIFICATION 2 LEVEL / STAT CODE | | | | | | | DOMESTIC VIOLENCE <input type="checkbox"/> NON-PERSONAL VIOLENCE ETC. <input type="checkbox"/> PERSONAL VIOLENCE (REL. AND FAMIL.) | |
| DATE TIME DAY OF OCCURRENCE 06-13-14, 1031 hrs, Friday | | | | PRINTS REQUESTED <input type="checkbox"/> BY <input type="checkbox"/> N/A | TIME N/A | BUS NAME Department of Consumer Affairs | | |
| LOC. OF OCCURRENCE 3960 Paramount Bl, Lakewood 90712 | | | | | | | | |

| | | | | |
|-----------------------------------|---|---------------------|---|---|
| CODE: V-VICTIM | W-WITNESS | I-INFORMANT | R-REPORTING PARTY | P-PARTY |
| CODE # of LNAME N/A | FNAME "Carl Warren & Company" | MNAME | SEX RACE ETHNIC ORIGIN | DOB Age |
| RES ADDR N/A | CITY Santa Ana | ZIP 92799 | VICTIM OF OFFENSE(S) (CLASSIFICATION) # | RES. PHONE (Area Code) (714) 544-0980 |
| BUS ADDR P.O. Box 25180 | CITY Santa Ana | ZIP 92799 | ENGLISH SPEAKING <input type="checkbox"/> YES <input type="checkbox"/> NO | BUS. PHONE (Area Code) (714) 544-0980 |
| CODE # of LNAME N/A | FNAME | MNAME | SEX RACE ETHNIC ORIGIN | DOB Age |
| RES ADDR | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) # | RES. PHONE (Area Code) |
| BUS ADDR | CITY | ZIP | ENGLISH SPEAKING <input type="checkbox"/> YES <input type="checkbox"/> NO | BUS. PHONE (Area Code) |
| CODE # of LNAME N/A | FNAME | MNAME | SEX RACE ETHNIC ORIGIN | DOB Age |
| RES ADDR | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) # | RES. PHONE (Area Code) |
| BUS ADDR | CITY | ZIP | ENGLISH SPEAKING <input type="checkbox"/> YES <input type="checkbox"/> NO | BUS. PHONE (Area Code) |

| | | | | |
|-------------------------------|--------------------------|------------------|---|----------------------------|
| CODE: S-SUSPECT | SJ-SUBJECT | M-PATIENT | SV-SUSPECT/VICTIM | SJ/M-SUBJECT/VICTIM |
| CODE # of LNAME N/A | FNAME | MNAME | SEX RACE ETHNIC ORIGIN | DOB Age |
| RES ADDR | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) # | RES. PHONE (Area Code) |
| BUS ADDR | CITY | ZIP | ENGLISH SPEAKING <input type="checkbox"/> YES <input type="checkbox"/> NO | BUS. PHONE (Area Code) |
| SEX RACE ETHNIC ORIGIN | HAIR | EYES | NOSE | DOB Age |
| CHARGE | WHERE DETAINED OR CITE # | | | BOOKING # |
| CODE # of LNAME N/A | FNAME | MNAME | SEX RACE ETHNIC ORIGIN | DOB Age |
| RES ADDR | CITY | ZIP | VICTIM OF OFFENSE(S) (CLASSIFICATION) # | RES. PHONE (Area Code) |
| BUS ADDR | CITY | ZIP | ENGLISH SPEAKING <input type="checkbox"/> YES <input type="checkbox"/> NO | BUS. PHONE (Area Code) |
| SEX RACE ETHNIC ORIGIN | HAIR | EYES | NOSE | DOB Age |
| CHARGE | WHERE DETAINED OR CITE # | | | BOOKING # |

| | | | | | | | |
|------------------|--|----------------------|------|---|------------------|-----------|-------|
| VEHICLE # | SUSPECT / STATUS <input type="checkbox"/> IMPROUNDED <input type="checkbox"/> STORED <input type="checkbox"/> OUTSTANDING | LICENSE (STATE & NO) | YEAR | MAKE | MODEL | BODY TYPE | COLOR |
| REGISTERED OWNER | IDENTIFYING FEATURES | | | DMV 100 SUBMITTED <input type="checkbox"/> YES <input type="checkbox"/> NO | DAMAGE NAME & PH | | |

| | | | | | |
|---|--|--|------------------------|------------------------------|----------------|
| Y DEP Dyd, R | EMPLOYEE # 524968 | VACATION DATES N/A | DEP | EMPLOYEE # | VACATION DATES |
| UNIT / CAR # 132G2 | DRIFT PM | APPROVED [Signature] | DATE 6/13/14 | TIME 16:00 | |
| OTHER SUSPICIOUS PROSECUTION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | NOTIFICATION REC. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | DEP | DATE / TIME | SPECIAL REQUEST DISTRIBUTION | |
| JSP / SCSJ RELEASE APPROVED BY | TIME | FOU SUBMITTED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | TT / IC BY | DATE | TIME |

On the indicated date and time I responded to Lakewood Station regarding a possible criminal treats investigation (T-240). I was provided with print outs of emails which were sent from Karen Rozier FB/06-26-82 (CDL#B3260044 7957 Dahlia Cir. Buena Park CA 90620 (714) 512-5740) to the law firm of "Carl Warren & Company." (see attached)

The e-mail sent from Karen to the law firm states "I am willing to accept money but I would rather collect lives." "If we are murdered, plans are already in place to avenge our deaths." "I am willing to settle for everyone dying, and by everyone, I mean everyone. Why should I allow others to live at all if I am not free to enjoy a life I worked to create. The clock is ticking." It should be noted that the law firm of "Carl Warren & Company" represents the City of Lakewood in civil matters. Using department resources I was able to determine that Karen filed a civil lawsuit against the city of Lakewood which was denied. This is likely the reason for her e-mail to the law firm.

I was also provided a chain of "Facebook" posts (unknown date and time) between Karen and the city of Lakewood's Facebook page. (see attached) In the posts, Karen maliciously lists the home address for Autumn Holmes who is an investigator for the California Department of Consumer Affairs. Autumn Holmes was the investigator on a criminal case in which Karen and her husband, David Rozier (MB/07-11-61 CDL#B7455481 7957 Dahlia Cir. Buena Park CA 90620), were arrested for grand theft. In the Facebook posts, Karen also states Denise R. Hayward (Lakewood City Clerk) "must also be exposed for writing such a dumb ass letter." "If she feels good taking a salary for creating such shit, she should feel just as good taking her salary for dealing with the effects."

Karen goes on to state that "I am going to stay after your asses until you pay me for the harm that City investigator Autumn Holmes did to me." Karen concludes this list of "Facebook" posts by stating "This ends when the innocent are made whole and the guilty are either punished or dead. I don't care which. This is not a threat but my promise to continue working the system until it gives or breaks." "...thanks to Autumn Holmes shoddy investigation I was convicted as an uneducated ghetto whore from Detroit I may as well act like one and start fucking up my enemies. (Perhaps I should act like a missile engineer? I can certainly do more harm that way)." "The City of Lakewood has just made my radar. I hope I can destroy your city in 180-days or less." "Perhaps I can convince some taxpayers to shut you motherfuckers down!"

Based on my investigation I formed the opinion that Karen Rozier incorrectly believes the city of Lakewood was somehow involved in her investigation and arrest due to the fact that Autumn Holmes' office is located within the city limits. Based on her e-mail and internet posts she appears very anxious to see some form of reciprocity committed against investigator Holmes, the law firm of "Carl Warren & Company" and/or the city of Lakewood and it's employees.

I contacted Investigator Holmes and verified that the address posted on the website was hers. I then advised her of Karen's statements as well as the fact that her personal information had been posted online. Investigator Holmes stated she would contact her supervisor and advise him of the incident. I also contacted the Marina Del Rey Sheriff's Station which is the law enforcement agency responsible for the jurisdiction in which Investigator Holmes resides. I advised them of the incident and a "hazard notification" describing the incident was attached to Investigator Holmes' address. I requested additional patrol checks of Investigator Holmes' home.

Using department resources I discovered that Karen Rozier was issued a workplace violence restraining order (case#201400703172 issued on 02-28-14 and expires on 02-28-17 which was filed in Orange County Superior Court (Fullerton)). Karen has been served with the restraining order and is listed as prohibited from owning or possessing firearms. (see attached)

Using department resources I discovered Karen owns a "Smith & Wesson" nine millimeter hand gun Serial #E11579. At the time of this report it is unknown if Karen surrendered the firearm as required by the restraining order. (see attached)

I.
FACTS

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2
3 Defendant Karen Rozier has made threats of death against various individuals. According to an
4 investigative report by the Los Angeles County Sheriff's Department (Exhibit 1), defendant Karen Rozier sent an e-
5 mail to the law firm of "Carl Warren & Company." In the e-mail, Karen Rozier stated, "I lost my job because one
6 of your insured lied about my capabilities as a Black person. I am willing to accept money but I would rather
7 collect lives. You need to discuss this with Los Angeles, Lakewood and the state of California. The case is
8 0CA01175 State of California vs David and Karen Rozier. If we are murdered, plans are already in place to avenge
9 our deaths. I think the state employees should be fired and we should be compensated for the harm. I am willing to
10 settle for everyone dying, and by everyone, I mean everyone. Why should I allow others to live at all if I am not
11 free to enjoy a life I worked to create. The clock is ticking." According to the sheriff's report, it appears that
12 defendant Karen Rozier directed these threats to this law firm because it represents the City of Lakewood in civil
13 matters. The report indicated that Mrs. Rozier filed a civil lawsuit against the city of Lakewood but her claim was
14 denied.

15
16 The sheriff's investigation also discovered that defendant Karen Rozier posted the home address California
17 Department of Consumer Affairs Autumn Holmes, a peace officer on a "Facebook" site open to the public.
18 Investigator Holmes prepared the investigative report that was the basis for the criminal prosecution against Karen
19 and David Rozier in this case. This appears to be a violation of Penal Code section 146e (a) which prohibits the
20 disclosure of a peace officer's residence with the intent or threat to inflict imminent physical harm in retaliation for
21 the administration of the laws. In one of the "Facebook" postings, Karen Rozier states, "I filed a claim against the
22 city for an incident that occurred in December 2013 and Denise Hayward wrote back and said it was more than one
23 year ago. The City of Los Angeles didn't even fuck up as bad as you stupid bitches. Do you hire only the dumbest
24 people? My claim was against the incompetent cunt Autumn Holmes. She conducted a shoddy investigation and I
25 want her either incarcerated or gang raped by other people she has harmed with her vindictive ways. This ends when
26 the innocent are made whole and the guilty are either punished or dead. I don't care which." These "Facebook"
27 postings are accessible to the general public and were still posted on line as of June 20, 2014.

28 A Workplace Violence Restraining Order was issued on February 28, 2014 against defendant Karen Rozier.

1 Proof of service of the restraining order was filed on March 26, 2014. The order mandated that defendant Karen
2 Rozier sell or surrender any guns or other firearms within 24 hours of being served with this order. Defendant Rozier
3 was ordered to sell or surrender any guns she possessed or controls within 24 hours after being served with this order
4 and file a receipt with the Court within 48 hours of receiving this order indicating that she has turned in or sold the
5 guns. The sheriff report indicates that defendant Karen Rozier has a Smith and Wesson semi-automatic weapon
6 registered to her. A certified copy of the Work Place Violence Restraining Order case no. 00703172 is attached
7 and there is no record that the weapon was surrendered by defendant Karen Rozier. In the Affidavit of Reasonable
8 Diligence concerning proof of service of the restraining order, the process server described that she approached
9 defendant Karen Rozier at her home with the restraining order. Mrs. Rozier denied she was herself and ran into her
10 home yelling "David, David! They're trespassing." A person, the process server believed to be David Rozier, exited
11 the home and ran towards the process server swinging a three foot long axe. The process server's husband, also a
12 process server, exited his car to video record Mr. Rozier. Mr. Rozier dropped the axe after appearing to react to the
13 video camera. Mr. Rozier continued towards the male process server and bumped chests with him and spat and
14 yelled at the process server. David Rozier then went back into his home. The process server then went to photograph
15 the ax on the ground. David Rozier came back out of his house and rushed up to the process server and punched
16 him in the body. Mr. Rozier then held onto the process server. The process server who described himself as in fear
17 of his life struggled and was able to get away.
18
19

20 2.

21 CONCLUSION

22 The People believe that both defendants Karen Rozier and David Rozier are threats to public safety. The
23 People request that bail be set in the amount of \$50,000.00 for Karen Rozier. The People further request that Karen
24 and David Rozier be ordered to comply with the separately attached conditions of bail and/or release on their own
25 recognizance if bail is not set.

26 ///

1 Dated June 20, 2014

2 By:

3 MICHAEL N. FEUER

4 City Attorney



5 KEITH DE LA ROSA

6 Deputy City Attorney

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Exhibit D
Copy of Mur threats made by Karen Rozier
made against: Steven Vissman of the
Law Firm of Carl Warren and Company
included in Sheriff's Incident Report
Dated June 13, 2014

Denise Hayward

914-71950-1523-404

From: Kustra, Chris [mailto:ckustra@carlwarren.com]
Sent: Friday, June 13, 2014 10:31 AM
To: Vissman, Steven
Cc: Kunz, Dwight; Siebert, Caryn; Boylan, Tom; Denise Hayward; Paul Zeglovitch
Subject: RE: Contact Us - from www.carlwarren.com
Attachments: 20140609 Rozier, David Claim. 1887711.pdf; 20140609 Rozier, Karen Claim 1887711.pdf; 20140610 Late Claim Notices.pdf

Here are the two claims, and the late claim response we had the City of Lakewood send to the claimants. I haven't spoke to either of them and don't intend to.

Chris Kustra
Client Relationship Manager
Carl Warren & Company

P. O. Box 25180
Santa Ana, CA 92799

Office: 714-572-5200 ext. 5267
www.carlwarren.com

An employee-owned company delivering solutions with Gold Level Claim Service

Please consider the environment before printing

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-----Original Message-----

From: Vissman, Steven
Sent: Friday, June 13, 2014 10:25 AM
To: Kustra, Chris
Cc: Kunz, Dwight; Siebert, Caryn; Boylan, Tom
Subject: FW: Contact Us - from www.carlwarren.com

I don't normally copy everyone on inquiries, but this message went way beyond the typical claim inquiry when it mentions not allowing others to live.

-----Original Message-----

From: CorpWebsiteUser
Sent: Friday, June 13, 2014 9:57 AM
Subject: Contact Us - from www.carlwarren.com

Internet Inquiry

Company:

Name: Karen Rozier

Job Title: Unemployed Rocket Scientist

Email Address: rozier.karen@yahoo.com

Address: 7957 Dahlia Circle

City: Buena Park

State: CA

Zip: 90620

Phone: (714)512-5740

Fax:

914-11050-1323-444

Request Specifics: I lost my job because one of your insured lied about my capabilities as a Black person. Now your insured keeps pointing fingers and no one will take the blame. I am willing to accept money but I would rather collect lives. You need to discuss this with Los Angeles, Lakewood and the state of California. The case is GCA01173 State of California vs David and Karen Rozier. If we are murdered, plans are already in place to avenge our deaths. I think the state employees should be fired and we should be compensated for the harm. I am willing to settle for everyone dying, and by everyone, I mean everyone. Why should I allow others to live at all if I am not free to enjoy a life I worked to create. The clock is ticking.

Karen Rozier history of Failure of Appear at TRO hearings. See Workplace Violence Restraining Order Filed July 18, 2014

WV-130 Workplace Violence Restraining Order After Hearing

Clerk stamps date here when form is filed.

FILED
 Superior Court of California
 County of Los Angeles

JUL 18 2014

Sherri B. Carter, Executive Officer/Clerk
 By Sharon Charles Deputy
 Sharon Charles

1) Petitioner (Employer)

a. Name: City of Los Angeles

Lawyer for Petitioner (if any, for this case):
 Name: Vivienne A. Swanigan State Bar No.: 120256
 Firm Name: Office of the City Attorney

File in court name and street address:
 Superior Court of California, County of
 Los Angeles
 Central District
 111 North Hill Street
 Los Angeles, CA 90012

b. Your Address (if you have a lawyer, give your lawyer's information.):
 Address: 200 North Main Street
 City: Los Angeles State: CA Zip: 90012
 Telephone: 213-978-7156 Fax: 213-978-9315
 E-Mail Address: vivienne.swanigan@lacity.org

Court fills in case number when form is filed.
 Case Number:
BS149355

2) Employee (Protected Person)

Full Name: Keith De La Rosa

3) Respondent (Restrained Person)

Full Name: Karen Michele Rozier

Description:

Sex: M F Height: 5'4" Weight: 158 Date of Birth: 6/26/62
 Hair Color: Black Eye Color: Brown Age: 51 Race: Black
 Home Address (if known): 7957 Dahlia Circle
 City: Buena Park State: CA Zip: 90620
 Relationship to Employee: _____

4) Additional Protected Persons

In addition to the employee, the following family or household members or other students are protected by the temporary orders indicated below:

| Full Name | Sex | Age | Household Member? | Relation to Employee |
|-----------|-------|-------|--|----------------------|
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |
| _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No | _____ |

Additional protected persons are listed at the end of this Order on Attachment 4.

5) Expiration Date

This Order, except for any award of lawyer's fees, expires at:

Date: 7-18-17 Time: 12AM a.m. p.m.

If no expiration date is written here, this Order expires three years from the date of issuance.

This is a Court Order.

6 Hearing

a. There was a hearing on (date): 7/18/14 at (time): 8:30am in Dept.: 25 Room: 736
(Name of judicial officer): COURT PAUL BOONEN made the orders at the hearing.

b. These people were at the hearing:

- (1) The petitioner/employer representative (name):
- (2) The lawyer for the petitioner/employer (name): VIVIANNE SWANIGAN
- (3) The employee (4) The lawyer for the employee (name): VIVIANNE SWANIGAN
- (5) The respondent (6) The lawyer for the respondent (name):
- Additional persons present are listed at the end of this Order on Attachment 6.

c. The hearing is continued. The parties must return to court on (date): at (time):

To the Respondent:

The court has issued the orders checked as granted below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

7 Personal Conduct Orders

a. You are ordered not to do the following things to the employee

and to the other protected persons in (4):

- (1) Harass, molest, strike, assault (sexually or otherwise), batter, abuse, destroy personal property of, or disturb the peace of the person.
- (2) Commit acts of violence or make threats of violence against the person.
- (3) Follow or stalk the person during work hours or while going to or from the place of work.
- (4) Contact the person, directly or indirectly, by any means, including but not limited to, in person, by telephone, in writing, by public or private mail, interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
- (5) Enter the person's workplace.
- (6) Take any action to obtain the person's addresses or locations. If this item is not checked, the court has found good cause not to make this order.
- (7) Other (specify):
 Other personal conduct orders are attached at the end of this Order on Attachment 7a(7).

b. Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

This is a Court Order

8 Stay-Away Order

a. You must stay at least 100 yards away from (Check all that apply):

- (1) The employee
- (2) Each other protected person listed in 4
- (3) The employee's workplace
- (4) The employee's home
- (5) The employee's school
- (6) The employee's children's school
- (7) The employee's children's place of child care
- (8) The employee's vehicle
- (9) Other (specify):

b. This stay-away order does not prevent you from going to or from your home or place of employment.

9 No Guns or Other Firearms and Ammunition

a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.

b. If you have not already done so, you must:

- (1) Sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms in your immediate possession or control. This must be done within 24 hours of being served with this Order.
- (2) File a receipt with the court within 48 hours of receiving this Order that proves that your guns have been turned in, sold, or stored. (You may use Form WV-800, Proof of Firearms Turned In, Sold, or Stored for the receipt.)

c. The court has received information that you own or possess a firearm.

10 Costs

You must pay the following amounts for costs to the petitioner:

| Item | Amount | Item | Amount |
|------|---------|------|---------|
| | \$ 0.00 | | \$ 0.00 |
| | \$ 0.00 | | \$ 0.00 |
| | \$ 0.00 | | \$ 0.00 |

Additional amounts are attached at the end of this Order on Attachment 10.

11 Other Orders (specify):

Additional orders are attached at the end of this Order on Attachment 11.

This is a Court Order.

To the Person in 1:

12 Mandatory Entry of Order Into CARPOS Through CLETS

This Order must be entered into the California Restraining and Protective Order System (CARPOS) through the California Law Enforcement Telecommunications System (CLETS). (Check one):

- a. [] The clerk will enter this Order and its proof-of-service form into CARPOS.
b. [] The clerk will transmit this Order and its proof-of-service form to a law enforcement agency to be entered into CARPOS.
c. [X] By the close of business on the date that this Order is made, the petitioner or the petitioner's lawyer should deliver a copy of the Order and its proof-of-service form to the law enforcement agency listed below to enter into CARPOS:

Name of Law Enforcement Agency

Address (City, State, Zip)

Los Angeles Police Department 100 West First Street

Threat Management Unit Los Angeles, CA 90012

[] Additional law enforcement agencies are listed at the end of this Order on Attachment 12.

13 Service of Order on Respondent

- a. [] The petitioner personally attended the hearing. No other proof of service is needed.
b. [X] The respondent did not attend the hearing.

(1) [] Proof of service of Form WV-110, Temporary Restraining Order, was presented to the court. The judge's orders in this form are the same as in Form WV-110 except for the expiration date. The respondent must be served with this Order. Service may be by mail.

(2) [X] The judge's orders in this form are different from the temporary restraining orders in Form WV-110. Someone—but not the petitioner or anyone protected by this order—must personally serve a copy of this Order on the respondent.

14 No Fee to Serve (Notify) Restrained Person

The sheriff or marshal will serve this Order without charge because the Order is based on unlawful violence, a credible threat of violence, or stalking.

15 Number of pages attached to this Order, if any: _____

Date: 7-18-14

[Signature]
Judicial Officer

This is a Court Order

Warning and Notice to the Respondent**You Cannot Have Guns or Firearms**

You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, or ammunition while this Order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control as stated in item (E). The court will require you to prove that you did so.

Instructions for Law Enforcement**Enforcing the Restraining Order**

This Order is enforceable by any law enforcement agency that has received the Order, is shown a copy of the Order, or has verified its existence on the California Restraining and Protective Order System (CARPOS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the Order and then must enforce it. Violations of this Order are subject to criminal penalties.

Start Date and End Date of Orders

This Order starts on the date next to the judge's signature on page 4 and ends on the expiring date in item (5) on page 1.

Arrest Required if Order is Violated

If an officer has probable cause to believe that the restrained person had notice of this order and has disobeyed it, the officer must arrest the restrained person. (Pen. Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6. Agencies are encouraged to enter violation messages into CARPOS.

Notice/Proof of Service

The law enforcement agency must first determine if the restrained person had notice of the orders. Consider the restrained person served (given notice) if (Pen. Code, § 836(c)(2)(i):

- The officer sees a copy of the *Proof of Service* or confirms that the *Proof of Service* is on file; or
- The restrained person was at the restraining order hearing or was informed of the order by an officer.

An officer can obtain information about the contents of the order and proof of service in CARPOS. If proof of service on the restrained person cannot be verified and the restrained person was not present at the court hearing, the agency must advise the restrained person of the terms of the order and then enforce it.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, this Order remains in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, § 13710(b).)

This is a Court Order

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued, the orders must be enforced according to the following priorities: (See Pen. Code, § 136.2, Fam. Code, §§ 6383(b)(2), 6405(b).)

1. *EPO*: If one of the orders is an *Emergency Protective Order* (form EPO-001) and is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Clerk's Certificate

(Clerk will fill out this part.)

---Clerk's Certificate---



I certify that this *Workplace Violence Restraining Order After Hearing* is a true and correct copy of the original on file in the court.

Date: NOV 04 2014 Clerk by Alice M. Thompson, Deputy
ALICE M. THOMPSON

This is Confidential

Petition for Workplace Violence Restraining Orders

Read How Do I Get an Order to Prohibit Workplace Violence (Form WV-100-INFO) before completing this form. NOTE: Petitioner must be an employer with standing to bring this action under Code of Civil Procedure section 527.8. Also fill out Confidential CLETS Information (Form CLETS-001) with as much information as you know.

Clerk stamps date here when form is filed.

FILED

Superior Court of California County of Los Angeles

JUN 26 2014

Sherril R. Carter, Executive Officer/Clerk By [Signature] Deputy Veronica Cabrera

1 Petitioner (Employer)

a. Name: City of Los Angeles is a [X] corporation [] sole proprietorship [] other (specify):

and is filing this suit on behalf of the employee identified in item 2.

b. Lawyer for Petitioner (if any for this case): Name: Vivienne A. Swanigan State Bar No.: 120256 Firm Name: Office of the City Attorney

Petitioner's Address (If the petitioner has a lawyer, give the lawyer's information.):

c. Address: 200 North Main Street City: Los Angeles State: CA Zip: 90012 Telephone: 213-978-7156 Fax: 213-978-8315 E-Mail Address: vivienne.swanigan@lacity.org

Fill in court name and street address:

Superior Court of California, County of Los Angeles Central District 111 North Hill Street Los Angeles, CA 90012

Court files in case number when form is filed.

Case Number: 88148835

2 Employee in Need of Protection

Full Name: Keith De La Rosa

Sex [X] M [] F Age: 53

3 Respondent (Person From Whom Protection is Sought)

Full Name: Karan Michels Rozier Age: 51

Address (if known): 7957 Dahlia Circle

City: Buena Park State: CA Zip: 90620

4 Additional Protected Persons

a. Are you asking for protection for any family or household members of the employee or for any other employees at the employee's workplace or at other workplaces of the petitioner?

[] Yes [] No If yes, list them.

Table with 5 columns: Full Name, Sex, Age, Household Member?, Relationship to Employee. Includes Yes/No checkboxes for each row.

[] Additional protected persons are listed in Attachment 4a.

This is not a Court Order

b. Why do these people need protection? (Explain):

Response is stated in Attachment 4b.

5 Relationship of Employee and Respondent

a. How does the employee know the respondent? (Describe): Response is stated in Attachment 5a.

Please see attached declarations.

b. Respondent is is not a current employee of petitioner. (Explain any decision to retain, terminate, or otherwise discipline the respondent.) Response is stated in Attachment 5b.

6 Venue

Why are you filing in this county? (Check all that apply):

- a. The respondent lives in this county.
- b. The respondent has caused physical or emotional injury to petitioner's employee in this county.
- c. Other (specify):

7 Other Court Cases

a. Has the employee or any of the persons named in 4 been involved in another court case with the respondent?
 No Yes *If yes, check each kind of case and indicate where and when each was filed:*

| Kind of Case | Filed in (County/State) | Year Filed | Case Number (if known) |
|--|-------------------------|------------|------------------------|
| (1) <input type="checkbox"/> Workplace Violence | | | |
| (2) <input type="checkbox"/> Civil Harassment | | | |
| (3) <input type="checkbox"/> Domestic Violence | | | |
| (4) <input type="checkbox"/> Divorce, Nullity, Legal Separation | | | |
| (5) <input type="checkbox"/> Paternity, Parentage, Child Support | | | |
| (6) <input type="checkbox"/> Eviction | | | |
| (7) <input type="checkbox"/> Guardianship | | | |
| (8) <input type="checkbox"/> Small Claims | | | |
| (9) <input type="checkbox"/> Postsecondary School Violence | | | |
| (10) <input checked="" type="checkbox"/> Criminal | <u>Los Angeles</u> | | <u>0CA01173</u> |
| (11) <input type="checkbox"/> Other (specify): | | | |

b. Are there now any restraining orders or criminal protective orders in effect relating to the employee or any of the persons in 4 and the respondent? No Yes *If yes, attach a copy if you have one.*

This is not a Court Order.

f. For any of the incidents described above, did the police come? Yes No I don't know

If yes, did the employee or the respondent receive an Emergency Protective Order?

Yes No I don't know

If yes: The order protects (check all that apply):

(1) The employee (2) The respondent (3) One or more of the persons in (4)

Attach a copy of the order if you have one.

Check the orders you want

9 Personal Conduct Orders

I ask the court to order the respondent not to do any of the following things to the employee or to any person to be protected listed in (4):

- a. Harass, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, abuse, destroy personal property of, or disturb the peace of the person.
- b. Commit acts of unlawful violence on or make threats of violence to the person.
- c. Follow or stalk the person during work hours or to or from the place of work.
- d. Contact the person, directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by introffice mail, by e-mail, by text message, by fax, or by other electronic means.
- e. Enter the person's workplace.
- f. Other (specify):
 As stated in Attachment 5f.

The respondent will be ordered not to take any action to get the addresses or locations of any protected person unless the court finds good cause not to make the order.

10 Stay-Away Orders

a. I ask the court to order the respondent to stay at least 100 yards away from (check all that apply):

- (1) The employee
- (2) The other persons listed in (4)
- (3) The employee's workplace
- (4) The employee's home
- (5) The employee's school
- (6) The school of the employee's children
- (7) The place of child care of the employee's children
- (8) The employee's vehicle
- (9) Other (specify): Except for court appearances in the underlying criminal matter.

~~This is not a Court Order~~

b. If the court orders the respondent to stay away from all the places listed above, will he or she still be able to get to his or her home, school, or job? Yes No *If no, explain:*
 Response is stated in Attachment 10b.

11 Guns or Other Firearms and Ammunition

Does the respondent own or possess any guns or other firearms? Yes No I don't know

If the judge grants a protective order, the respondent will be prohibited from owning, possessing, purchasing, receiving, or attempting to purchase or receive a gun, other firearm, and ammunition while the protective order is in effect. The respondent will also be ordered to turn in to law enforcement or sell to a gun dealer any guns or firearms within his or her immediate possession or control.

12 Request for Immediate Orders Without Notice

Do you want the court to make any of these orders now that will last until the hearing without notice to the respondent? Yes No *(If you answered yes, explain why):*

Response is stated in Attachment 12.

Please see attached declaration of Swarigan.

13 Request for Less Than Five-Days' Notice

You must have your papers personally served on the respondent at least five days before the hearing, unless the court orders a shorter time for service. (Form WV-200-INFO explains what is proof of personal service. Form WV-200, Proof of Personal Service, may be used to show the court that the papers have been served.)

If you want there to be fewer than five days between service and the hearing, explain why:

Response is stated in Attachment 13.

14 No Fee for Filing

I ask that there be no filing fee because the respondent has inflicted or threatened violence against the employee, or stalked the employee, or acted or spoken in a manner that has placed the employee in reasonable fear of violence.

This is not a Court Order

15 No Fee to Serve Orders

I ask the court to order the sheriff or marshal to serve the respondent with the orders for free because this request for orders is based on unlawful violence, a credible threat of violence, or stalking.

16 Court Costs

I ask the court to order the respondent to pay my court costs.

17 Additional Orders Requested

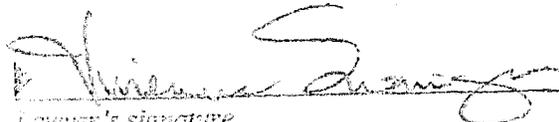
I ask the court to make the following additional orders (specify):

Additional orders requested are stated in Attachment 17.

18 Number of pages attached to this form, if any: 142

Date: 6/25/14

Vivienne A. Swanigan
Lawyer's name (if any)


Lawyer's signature

I declare under penalty of perjury under the laws of the State of California that the information above and on all attachments is true and correct.

Date: 6/25/14

City of Los Angeles
Name of petitioner
Deputy City Attorney
Title


Signature

This is not a Court Order

Subject: Re: STOP EMAILING ME
From: Karen Rozier (rozier.karen@yahoo.com)
To: lenalbert@interactivecounsel.com;
Cc: morris@toplawfirm.com; leslie.westmoreland@doj.ca.gov;
Date: Wednesday, March 4, 2015 5:55 PM

Do the world a favor. Kill yourself anytime now.

Karen

From: lenore albert <lenalbert@interactivecounsel.com>
To: Karen Rozier <rozier.karen@yahoo.com>; Deanna Stone <stone@toplawfirm.com>; "adrianos@faccheittelaw.com" <adrianos@faccheittelaw.com>; "nrozansky@ebg-law.com" <nrozansky@ebg-law.com>; "megnikolic@gmail.com" <megnikolic@gmail.com>; "david.seal.esq@gmail.com" <david.seal.esq@gmail.com>; "devin@devinrlucas.com" <devin@devinrlucas.com>
Cc: Aaron Morris <morris@toplawfirm.com>; Leslie Westmoreland <leslie.westmoreland@doj.ca.gov>
Sent: Wednesday, March 4, 2015 9:46 PM
Subject: Re: STOP EMAILING ME

Karen,

I suggest you scroll down. Deana Stone started this email - not me. I just responded.

How are those anger management classes working out for you? Been missing any classes?

Sincerely,

Lenore L. Albert, Esq.
Law Offices of Lenore Albert
7755 Center Ave Suite #1100
Huntington Beach, California 92647
Phone: 714-372-2264 or e-fax: 419-831-3376
www.InteractiveCounsel.com

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Subject: Re: STOP EMAILING ME
From: Karen Rozier (rozier.karen@yahoo.com)
To: lenalbert@interactivecounsel.com;
Date: Wednesday, March 4, 2015 5:56 PM

Please kill yourself.

Karen

From: lenore albert <lenalbert@interactivecounsel.com>
To: Karen Rozier <rozier.karen@yahoo.com>; Deanna Stone <stone@toplawfirm.com>; "adrianos@faccheittelaw.com" <adrianos@faccheittelaw.com>; "nrozansky@ebg-law.com" <nrozansky@ebg-law.com>; "megnikolic@gmail.com" <megnikolic@gmail.com>; "david.seal.esq@gmail.com" <david.seal.esq@gmail.com>; "devin@devinlucas.com" <devin@devinlucas.com>
Cc: Aaron Morris <morris@toplawfirm.com>; Leslie Westmoreland <leslie.westmoreland@doj.ca.gov>
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Subject: Go Kill Yourself
From: Karen Rozier (rozier.karen@yahoo.com)
To: lenalbert@interactivecounsel.com;
Date: Wednesday, March 4, 2015 5:57 PM

Perhaps if I repeat it often enough, you will do it. One can only hope.

I am adding you to SPAM now, stupid bitch.

Karen

From: lenore albert <lenalbert@interactivecounsel.com>
To: Karen Rozier <rozier.karen@yahoo.com>; Deanna Stone <stone@toplawfirm.com>; "adrianos@faccheitilaw.com" <adrianos@faccheitilaw.com>; "nrozansky@ebg-law.com" <nrozansky@ebg-law.com>; "megnikolic@gmail.com" <megnikolic@gmail.com>; "david.seal.esq@gmail.com" <david.seal.esq@gmail.com>; "devin@devinrlucas.com" <devin@devinrlucas.com>
Cc: Aaron Morris <morris@toplawfirm.com>; Leslie Westmoreland <leslie.westmoreland@doj.ca.gov>
Sent: Wednesday, March 4, 2015 9:46 PM
Subject: Re: STOP EMAILING ME

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Sincerely,

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EX "GO KILL YOURSELF" EMAILS

Subject: Re: NO CONSENT TO ELECTRONIC SERVICE
From: Karen Rozier (rozier.karen@yahoo.com)
To: lenalbert@interactivecounsel.com;
Date: Sunday, February 1, 2015 7:05 AM

Fuck you, stupid bitch. I am not bound by your Code of Ethics. You are. Dumb cunt. It truly is a shame that the only way you can get any sex is from your dog or someone you pay to fuck your ugly ass.

I've given my Caucasian-loves-to-greet-people-with-a-gun-neighbor a photo of your vehicle and told him all about how you like to threaten people's children. Drive down my street again and you just might see how Marines treat crazy bitches.

Karen

From: lenore albert <lenalbert@interactivecounsel.com>
To: Karen Rozier <rozier.karen@yahoo.com>
Sent: Wednesday, October 29, 2014 10:09 AM
Subject: Re: NO CONSENT TO ELECTRONIC SERVICE

You were E served through a service. Second, you sent me an email first about this litigation. If you want a court order that I do not have to respond to your inquiries or further accusations during litigation, please go request one from the court.

Finally, your other comments are verbally abusive. Please discontinue your smears, harassment and annoying remarks. Your stalking is bad enough.

Sincerely,

Lenore L. Albert, Esq.
Law Offices of Lenore Albert
7755 Center Ave Suite #1100
Huntington Beach, California 92647
Phone: 714-372-2264 or e-fax: 419-831-3376
www.InteractiveCounsel.com

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prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message. If you are not the intended recipient you are directed to notify this law office, then delete this message and destroy any copies thereof.

From: Karen Rozier <rozier.karen@yahoo.com>
To: lenore albert <lenalbert@interactivecounsel.com>; "info@interactivecounsel.com" <info@interactivecounsel.com>
Sent: Wednesday, October 29, 2014 9:21 AM
Subject: Re: NO CONSENT TO ELECTRONIC SERVICE

Are you sure you have a BAR card? Please go read the rules. OC requires everyone to electronically file. That does not mean I consent to electronic service. You consent to electronic service as part of the benefit of having a BAR card, assuming you have one.

Please do NOT send me any more emails. My email account is for my FRIENDS, not fools and enemies. I have directed Yahoo to send everything from you and your agents directly to trash.

Go away you short ugly stupid troll. Thanks.

On Wednesday, October 29, 2014 8:55 AM, lenore albert <lenalbert@interactivecounsel.com> wrote:

Actually, you are in Orange County - AND you already served by email. On both counts, you already consented. Please check your rules again. Thank you.

Sincerely,

Lenore L. Albert, Esq.
Law Offices of Lenore Albert
7755 Center Ave Suite #1100
Huntington Beach, California 92647
Phone: 714-372-2264 or e-fax: 419-831-3376
www.InteractiveCounsel.com

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directed to notify this law office, then delete this message and destroy any copies thereof.

From: Karen Rozier <rozier.karen@yahoo.com>
To: Albert Lenore <lenalbert@interactivecounsel.com>; "info@interactivecounsel.com" <info@interactivecounsel.com>
Sent: Wednesday, October 29, 2014 8:25 AM
Subject: NO CONSENT TO ELECTRONIC SERVICE

TO WHOM IT MAY CONCERN,

I do NOT consent to electronic service. I am not a lawyer and am not legally required to consent to electronic service. Please send me hard copies of all documents. This notification is in accordance with California Rules of Court **Rule 2.251. Electronic service (b) 1**
B. Thank you.

Karen

George Olivo Timeline Recent

ENDE

by

friends with coffee. Bottom end of the



George Olivo

My sponsor for today!



100% approved



You've earned it. Play Par. No. 1 in the P2P. Here's a win-win situation. Link your credit card to Play Par for faster, more secure checks.

Chat (Off)

