

KAREEM SALESSI  
30262 Crown Valley, Pkwy, B-174  
LAGUNA NIGUEL, CA. 92677  
TEL: (949) 870 6352

**RECEIVED**  
MOLLY C. DWYER, CLERK  
U.S. COURT OF APPEALS

JUL 06 2010

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**UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT**

Chapter 11; D.I.P.

In re KAREEM SALESSI, ) Case # 09-60050  
Appellant/Debtor In possession, ) Agency No: CC-09-1231  
KAREEM SALESSI, aka KARIM SALESI; ) Hon. Judges: Canby, Gould, Tallman  
Plaintiff, )  
Vs. ) Appellant's Request for Judicial Notice # 1  
"WACHOVIA MORTGAGE, FSB FKA WORLD ) (RJN-1) as to Proof of Fact, in Support of:  
SAVINGS BANK, FSB, A FEDERAL SAVINGS ) Summary Disposition of case Against  
BANK" [a Fictional Non-Entity], ) Respondents; and in Support of:  
Defendants / Appellees, ) Appellant's MOTION FOR RECONSIDERATION  
Pursuant to Federal Rules of Evidence 201

On 6/9/10, the bankruptcy (BK) court appealed from, entered its order  
(**Exhibit-A**) granting Salessi's precision transcription and striking the  
transcriber's deficient version, as provided to the court in (**Exhibit-B**), and  
with the sound-tracks in the "LITIGATION..." page of Salessi's blog at:  
www.KareemSalessi.wordpress.com. The uncontested, and breakthrough,  
BK-(RJN-4) order, sets forth the foundation for this court's finding of fact  
that a purported 7/15/08 foreclosure had been INVALID, and that this court  
can now summarily reverse & remand the case/s.

Respectfully Submitted.

*Kareem Salessi*  
Kareem Salessi, Appellant

6/28/10

## DECLARATION OF APPELLANT and MEMORANDUM OF LAW:

On 6/9/10, exactly on the anniversary of appellant Salessi's underlying order appealed from, which order issued relief from stay against Salessi, and in favor of the fictional non-entity respondent/s, the bankruptcy (BK) court appealed from entered its order (**Exhibit-A**) granting Salessi's precision transcription and striking the version of Briggs Reporting Company (Briggs) transcription as deficient. Salessi had provided to the BK-court within (**Exhibit-B**) Briggs' version. In addition, Salessi had provided the slow-motion sound-track of the disputed subject-piece of the court dialogue in the "LITIGATION & DISCOVERY" page of Salessi's blog at: [www.KareemSalessi.wordpress.com](http://www.KareemSalessi.wordpress.com).

The uncontested BK (RJN-4), and its entered order of 6/9/10, set forth the foundation for this review Court's conclusive finding of fact that a purported 7/15/08 foreclosure was INVALID, as judicially declared by the Bankruptcy Court on 6/9/09 (but denied to have declared it thereafter, for one year), whereupon the BK-court should never have ordered a relief from stay, according to court's own declaration on 8/6/09<sup>1</sup>. Therefore, this court can now conclusively determine that the BK-court had indeed made the honest finding of the purported foreclosure's invalidity, in accordance with its exact words as quoted from Salessi's judicially noticed transcript:

"...I am granting the motion and I am granting the motion because as far as and I am looking at very narrow view of this. Foreclosure did occur whether you believe it was valid or invalid. **I already believe it was invalid which you believe is invalid.** Wachovia believes is

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<sup>1</sup> Court: "And indeed it would not make sense for me to say that the foreclosure sale was improper and then grant the motion for relief from stay". 8/6/09: P. 9, L.6.

[ALL FOOTNOTES, and EXHIBITS, ARE INCORPORATED IN FULL WITH THIS REFERENCE]

valid. It did occur before the bankruptcy was filed, OK? So, it has already happened. With..."

### **ARGUMENT:**

Under Federal Rule of Evidence 201, a judge may take judicial notice of a fact "not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." Fed. R. Evid. 201(b). "A court may take judicial notice whether requested or not," Fed. R. Evid. 201(c), and may do so "at any stage of the proceeding." Fed. R. Evid. 201(f). "Consideration of new facts may even be mandatory, for example, when developments render a controversy moot and thus divest us of jurisdiction." Lowry v. Barnhart, 329 F.3d 1019, 1024 (9th Cir. 2003). **[as applicable to the fictional respondents here]** Judicial notice is mandatory of adjudicative facts where it has been properly requested by a party and the necessary information has been supplied to the court. Federal Rules of Evidence 201(d); Zimomra v. Alamo Rent-A-Car, Inc., 111 F.3d 1495, 1523 (10th Cir. 1997). [As the fact-finding of invalidity had been declared by the BK-court].

Moreover, judicial notice expedites trial by simplifying the process of proving matters on which there can be no reasonable dispute. See, e.g., York v. American Tel. & Tel. Co., 95 F.3d 948-958 (10th Cir. 1996). In the BK-court, Salessi submitted a properly prepared Request for Judicial Notice including supplying the necessary information for the Court. [See Salessi's Request for Judicial Notice submitted 4/23/10, **(Exhibit-B)**] Each item in Salessi's Request for Judicial Notice is undisputed and capable of accurate and ready determination by resort to sources whose accuracy

cannot be reasonably questioned. Federal Rules of Evidence 201(b). Here, the BK-court could not dispute its own voice recordings, as posted on Salessi's blog, with normal and slow speeds, and could not provide a better version of the transcript than Salessi's version, thus accepting Salessi's version as the true version, and striking the official one.

**REQUEST # 1:** Salessi now is requesting that this review court utilize the BK-court's 6/9/10 order as the foundation for its own finding of fact as to the invalidity of a 7/15/08 purported foreclosure, thus advancing this case one step further to officially declare the invalidity, by taking judicial notice of same. Rule 201(d) ("A court **shall** take judicial notice if requested by a party and supplied with the necessary information." (Emphasis added)).

**REQUEST # 2:** Salessi requests that this review court take judicial notice of the fact that the purported respondent here namely: "**WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS BANK**" is a fictional non-entity and can not appear either here or in any other court of law, <sup>BUTAN</sup> as it is not a legal entity <sup>^</sup>artifice. None of the lawyers appearing in this, and the underlying cases, have contested the above fact. They never provided any proof against this fact. Furthermore, they all conceded to this fact in open courts, by waiver and estoppel, or actual admission. It is axiomatic that "a party must have a legal existence as a prerequisite to having the capacity to sue or be sued." *Adelsberger v. United States*, 58 Fed. Cl. 616, 618 (Fed. Cl. 2003); accord 32B Am. Jur. 2d *Federal Courts* § 2089; see also *Youell v. Grimes*, 203 F.R.D. 503, 509 (D. Kan. 2001) (holding that a non-entity cannot be sued); *Roby*, 796 F. Supp. at 110 ("Both capacity to be sued and legal existence are prerequisites to the suability of an entity."). Fed. R. Civ. P. 9 (a) provides in pertinent part that where "a party desires to raise an issue as to the legal existence of any party or the capacity of any party to sue or be sued ..., the party desiring to

1 raise the issue shall do so by specific negative averment.” Similarly, Salessi  
2 had abundantly averred in the BK-court, and its underlying federal and  
3 state court actions, and in this court, however, until now this jurisdictional  
4 prerequisite has been brushed aside, as it was by the BK-Court which  
5 swiftly brushed this aside, on 6/9/09, despite the fact that attorney Martin  
6 Phillips conceded to the non-existence of its client above, by waiver and  
7 estoppel<sup>2</sup>.

8 Further, respondent attorneys here, and in the underlying actions,  
9 have completely failed to file any mandatory corporate disclosure  
10 documents, despite the fact that World Savings Bank, FSB, which was the  
11 purported beneficiary of the uncontestedly forged loans, and trust deeds,  
12 has changed hands multiple times since November 2002.<sup>3</sup> **(Exhibit-C)**

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26 <sup>2</sup> Please refer to the 6/9/09 transcript, or its sound track, on my web-page: “LITIGATION ...”

27 <sup>3</sup> When Salessi was mailed forged loan and deed documents, after the conversion of his \$55,000,  
28 whereby the forged documents were recorded to make the appearance of a legally executed real-  
estate transaction. Please see documentation on Salessi’s web-blog.

**CONCLUSION:**

Respondents, having failed to establish legitimate existence, in addition to the Bankruptcy Court having found a purported foreclosure invalid, both of the above facts should be taken judicially notice of by this honorable 9<sup>th</sup> Circuit Court of Appeal, and this court should summarily reverse and remand the orders / judgments appealed from to the bankruptcy court for further proceedings, such as for the expeditious turnover of the subject property to Appellant Salessi, and the potential referral of case to the United States Attorney for criminal prosecution.

Respectfully submitted.

Dated: June 28, 2010

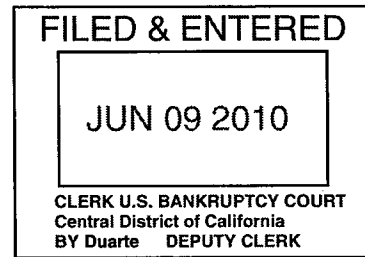


Kareem Salessi

Appellant/Petitioner

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**(Exhibit-A)**



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

In re:  
Kareem Salessi,

Debtor.

Case No: 8:09-bk-13791-ES

Chapter: 11

ORDER REGARDING "REQUEST FOR JUDICIAL  
NOTICE #4 (RJN-4) AS TO PROOF OF FACT:  
THAT REPORTER'S TRANSCRIPT PROVIDED  
BY BRIGGS REPORTING COMPANY OF 6/9/09 IS  
A FORGERY; THAT SALESSI'S TRANSCRIBED  
VERSION IS CORRECT"

On April 23, 2010, debtor, Kareem Salessi, ("Debtor") filed a document entitled  
"Request for Judicial Notice #4 (RJN-4) as to proof of fact; that reporter's transcript provided by  
Briggs Reporting Company of 6/9/09 hearing is a forgery; that Salessi's transcribed version is  
correct" (the "Request") .

The transcript in question relates to a hearing held before this court on June 9, 2009.  
The court has reviewed the tape recording of the hearing and does not entirely agree with the  
transcription of either Debtor or Briggs Reporting Company ("Briggs"). Further, the court  
maintains that it did not make, nor did it ever intend to make, any finding regarding the validity  
of the foreclosure sale conducted against Debtor's residence prior to the bankruptcy filing.



1 Nevertheless, the court recognizes Debtor's right to pursue his appeal and the necessity of a  
2 record in order to prosecute the same. Accordingly, it is hereby

3 ORDERED that, for the purpose of appeal only, the court designates and authorizes the  
4 use of Debtor's transcript as the record on appeal, and it is further

5  
6 ORDERED that the court expressly makes no findings regarding the accuracy of the  
7 transcription of either Debtor or Briggs, and it is further

8 ORDERED that the court expressly makes no findings regarding Debtor's allegation of  
9 forgery on the part of Briggs.  
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26 DATED: June 9, 2010

  
United States Bankruptcy Judge

**NOTE TO USERS OF THIS FORM:**

- 1) Attach this form to the last page of a proposed Order or Judgment. Do not file as a separate document.
- 2) The title of the judgment or order and all service information must be filled in by the party lodging the order.
- 3) **Category I.** below: The United States trustee and case trustee (if any) will always be in this category.
- 4) **Category II.** below: List ONLY addresses for debtor (and attorney), movant (or attorney) and person/entity (or attorney) who filed an opposition to the requested relief. DO NOT list an address if person/entity is listed in category I.

**NOTICE OF ENTERED ORDER AND SERVICE LIST**

Notice is given by the court that a judgment or order entitled (*specify*) ORDER REGARDING "REQUEST FOR JUDICIAL NOTICE #4 (RJN-4) AS TO PROOF OF FACT: THAT REPORTER'S TRANSCRIPT PROVIDED BY BRIGGS REPORTING COMPANY OF 6/9/09 IS A FORGERY; THAT SALESSI'S TRANSCRIBED VERSION IS CORRECT was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

**I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following person(s) by the court via NEF and hyperlink to the judgment or order. As of \_\_\_\_\_, the following person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email address(es) indicated below.

ustregion16.sa.ecf@usdoj.gov  
Martin W Phillips      marty.phillips@att.net

☐ Service information continued on attached page

**II. SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or order was sent by U.S. Mail to the following person(s) and/or entity(ies) at the address(es) indicated below:

Kareem Salessi  
30262 Crown Vally Pkwy B-174  
Laguna Niguel, CA 92677

Mr. Martin Phillips, Esq.  
8180 E. Kaiser Blvd, S-100  
Anaheim Hills, CA 92808

☐ Service information continued on attached page

**III. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

☐ Service information continued on attached page

Case Number: 09-13791 Form: pdf031 Notice Date: 06/11/2010

Page 1

**TO THE DEBTOR/DEBTOR'S ATTORNEY:**

A copy of this notice could not be mailed to each creditor listed below because the court does not have both a city and state for the creditor or, if being mailed to a foreign country, both a city and country. Immediately contact the court in writing if you believe it failed to properly add to its database all of the addresses you provided in your mailing matrix. Please be advised that a creditor's failure to receive some notice of your case could mean the debt owed to that creditor may not be discharged (debtor should contact their attorney with questions).

**IMPORTANT NOTE: YOU MUST SEND A COPY OF THIS NOTICE TO THE CREDITORS LISTED BELOW. THE COURT WILL NOT MAIL THIS NOTICE AGAIN.**

For future notices, to correct a creditor's address listed below you must:

(1) Cross out all incorrect information on this page and clearly insert all updated information; (2) Date and sign in the space provided on the bottom of this form; AND (3) Immediately return this page to the court.

**IMPORTANT NOTE: YOU MUST ALWAYS INCLUDE ANY ALPHABETIC OR NUMERIC CODE LOCATED TO THE LEFT OF THE CREDITOR'S NAME WHEN CONTACTING THE COURT TO CORRECT A CREDITOR'S ADDRESS!**

**IMPORTANT NOTE: WHILE YOU MAY CORRECT A CREDITOR'S ADDRESS USING THE ABOVE INSTRUCTIONS, IT IS IMPORTANT TO NOTE THAT, IF YOU WISH TO AMEND YOUR SCHEDULES TO ADD A PREVIOUSLY UNLISTED CREDITOR, YOU MUST CONTACT THE COURT FOR INSTRUCTIONS. LISTING SUCH A CREDITOR ON THIS PAGE IS INSUFFICIENT, AND WILL NOT RESULT IN THE CREDITOR BEING ADDED.**

The list of each recipient who was not mailed a copy of this notice, including the portion of the address contained in the court's database for the creditor, is as follows:

cr Frist Team Real Estate-Orange County  
intp Courtesy NEF

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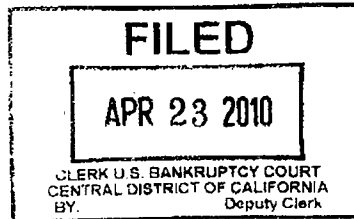
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Debtor/Debtor's Attorney

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**(Exhibit-B)**

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
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6



7 **Chapter 11**

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**

11 *ll* ) Case No.: 8:09-bk-13791-ES  
12 In re KAREEM SALESSI, ) Honorable Erithe A. Smith  
13 Debtor, )  
14 ) Kareem Salessi's Request for Judicial Notice # 4 (RJN-4)  
15 ) as to proof of fact: that reporter's transcript provided by  
16 ) Briggs Reporting Company of 6/9/09 hearing is a forgery;  
17 ) that Salessi's transcribed version is correct;  
18 )  
19 )  
20 )

21 Pursuant to, *inter alia*, Fed. Rules of Evidence 201, and California's  
22 evidence code §620, Salessi moves this Court to take JUDICIAL NOTICE  
23 OF FACT that the 6/9/09 transcript is a forgery, per California Penal Codes  
24 §§470:480, and for the acceptance of Salessi's uncontested version as the  
25 true statements made by this court on 6/9/09.

26 Respectfully submitted.  
27 Dated: April 20, 2010  
28

*K. Salessi*  
Kareem Salessi,  
Debtor In Possession

**MEMORANDUM OF LAW & DECLARATION OF SALESSI:**

1- Under FRE 201, courts will take judicial notice of certain facts and instruct the jury to accept the facts as true. "Judicial Notice" is used when the asserted facts are not subject to reasonable dispute." *Kaggen v. IRS*, 71 F.3d 1018 (2nd Cir. 1995). This Judicial Notice request pertains to the finding of fact by this bankruptcy court, and its unalterable declaration, on 6/9/09, that a claimed foreclosure represented by attorney Martin Phillips, and numerous others, had been invalid. The voice recorded statements of this court can not be set aside, or altered upon denials, or by forgery.

2- The facts must be capable of accurate and ready determination by resorting to sources whose accuracy cannot reasonably be questioned. *Ritter v. Hughes Aircraft Co.*, 58 F. 3d 454, 458 (9th Cir. 1995). Here, the unalterable voice recording is the proof of fact of this court's finding, which together with my uncontested precision transcription, form a conclusive presumption as to the finding of this court, pursuant to Ca. Evi. Code §620.

3- To obtain a precision transcription of the 6/9/09 hearing, on the evening of 8/6/09, I resorted to a SONY tape-recorder, model #TCM-200DV, which can play a tape from ½ to double the normal speed. I first recorded the voice from the court's CD onto a cassett tape. Next, I slowed the below portion of the tape to extract the precise words, and even the exclamation marks cited herein. I transcribed the precise declaration as best I could. My precision version of the transcript has not been contested. Next, I filed my precision versioin of the transcript in an attempted emergency reconsideration motion with the BAP in Pasadena, Ca., on or about 8/7/09. Next, I filed my precision version with this court.

1 4- Thereafter, I cited to my percisiion version of the transcript, and the  
2 court's finding and served it to numeours other courts, entities, and even  
3 served it personally to the Office of Sandra Hutchens, the Orange County  
4 Sheriff, who replaced the convicted O.C. Sheriff, Michael Carona.  
5

6 5- My precision version of the actual wordings and exclamaiton marks  
7 of the court's statements, approximately 9 minutes into the recording was  
8 the following exact statements, as made by the Court:

9 **"...I am granting the motion and I am granting the motion**  
10 **because as far as and I am looking at very narrow view of this.**  
11 **Foreclosure did occur whether you believe it was valid or**  
12 **invalid. I already believe it was invalid which you believe is**  
13 **invalid. Wachovia believes is valid. It did occur before the**  
14 **bankruptcy was filed, OK?..."**  
15

16 6- However, the Briggs altered version on page 6, lines 9-15 reads:

17 "THE COURT: I'm granting the motion and I'm  
18 granting the motion because as far as -- and I'm looking at a  
19 very narrow view of this. If foreclosure did occur whether  
20 you believe it was valid or invalid -- I already believe it's  
21 invalid which you believe it's invalid and Wachovia believes  
22 it's valid. It did occur before the bankruptcy was filed.  
23 So that's already happened."

24 7- Briggs has not contested the falsity of its own version cited above.  
25 Briggs has evaded correcting it, for some unlawful purpose. Here, Briggs'  
26 purpose seems to be to prevent the disclosure of a fraudulent foreclosure.  
27

1 8- As of the first filing of my precision transcript with the BAP, on  
2 8/7/09, no one ever contested the accuracy of its wording as cited above.  
3 The altered version of Briggs, cited above, was first prepared on 8/20/09,  
4 after I had already established the contents of the subject paragraphs.  
5 Thereafter, I contested the Briggs version and even provided the slowed  
6 recording to Briggs, upon which they were further convinced that their  
7 version was false. Briggs' owner, a Ms. Lu / Loo, promised to make the  
8 corrections and provide it to me but failed to do so. Upon follow ups, she  
9 told me that Briggs would not provide me a corrected transcript, even  
10 though they had found it incorrect. I took it up with the Bankruptcy Court's  
11 operations manager, Mr. Ben Verella, who requested a complaint in writing.  
12

13 9- I sent Mr. Verella a complaint and heard nothing for weeks. Upon  
14 follow up, Mr. Verella sounded astohished that Briggs had not responded,  
15 and stated that he had not kept a copy of my complaint, and requested  
16 another copy, which I sent him, including the attachment letter, herein  
17 attached and incroporated with this reference as **(Exhibit-1)**.  
18

19 10- Once again, weeks went by and I heard nothing from Mr. Verella.  
20 Eventually, sometime in late March, 2010, he told me on the phone that  
21 Briggs had found an insignificant error in the 9/17/09 transcript, but he  
22 refused to specify the error. Mr. Verella further promised to have Briggs'  
23 corrected version of the 6/9/09 transcript by the next week. Two weeks  
24 later, and upon multiple contacts with Mr. Verella, he told me that Briggs  
25 prepared corrections to all three transcripts of 6/9/09, 8/6/09, and 9/17/09,  
26 and it was ready for me to pick up!  
27  
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1 11- On, or about 4/8/2010, I picked up a large envelope from the  
2 bankruptcy clerk, purporting to contain three corrections transcripts. Upon  
3 careful examinaiton of the papers they turned out to be exact photocopies  
4 of the already provided partially incorrect transcripts. Thus, at this point it  
5 was clear that Mr. Verella had also joined Briggs' concealment game, even  
6 thought I had previously informed him that the 9<sup>th</sup> Circuit Court of Appeal  
7 may issue contempt orders agaist Briggs, and anyone else involved in the  
8 alteration of court transcript/s, whose subject matters are now on appeal.  
9

10 12- I believe that the charge of forgery to Briggs alteration of  
11 transcript/s is applicable here, in particular as to the 6/9/09 hearing, since  
12 my precision version had been at the court's disposal, since 8/7/09, long  
13 before Briggs prepared its version. The cover up is also a matter of fact.  
14 The alteration is classified as forgery pusuant to Ca. Penal Code §470.  
15

16 13- I have cited to the above two versions of transcriptions of the  
17 hearing of 6/9/09, in numerous courts, and venues, and even taken  
18 judicially notice of both versions, as well as the actual voice recordings,  
19 such as in my federal case # **SACV 08-01274 DOC (MLGx)**.  
20

14- In none of the references to my percision transcript has anyone contested its accuracy. This includes the Honorable Bankruptcy Judge Smith, Briggs Reporting Company, Mr. M. Phillips, in addition to all the lawyers appearing on behalf of a phony non-enitty called: "WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS BANK" (ARTIFICE), in violation of, *inter alia*, 18 U.S.C. § 1342, which violation must be referred by this court to the FBI for indictments of the involved lawyers, inevitabbly leading to their disbarments, pursuant to *In re Bill David SCHWARTZ on Disbarment. L.A. 31489. (1982) 31 Cal.3d 395, 644 P.2d 833, 182 Cal.Rptr. 640.* On 6/9/09, Mr. Phillips, by the way of waiver and estoppel, had conceded to the fact that the above artifice was a phony, and non-existent, artifice fabricated to steal thousands of houses.

14- Therefore, as a matter of applicable federal rules of evidence, in addition to the conclusive presumption effect of *Ca. Evidence Code § 620*, and pursuant to the laws of waiver and estoppel, and for the absense of proof to the contrary, my above cited precision-version of the transcrpit is to taken judicially notice of by this court as proof of fact as to the actual declarations of the court, and the official Briggs transcript of 6/9/09's subject paragraph should be herewith declared as false and stricken.

I declare, under the penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

Dated: 4/20/2010

  
Kareem Salessi  
Debtor In Possession

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# EXHIBIT-1:

**12-16-2009**

**Mr. Ben Verela**  
**Operations Manager, Bankruptcy Court**  
**411 W. Fourth St Suite**  
**Santa Ana, CA 92701**

**RE: Deficient Briggs Reporting Transcripts of:**  
**Bankruptcy Case #: 8:09-bk-13791-ES**  
**Adversary Case # 8:09-AP-01444-ES**

Dear Mr. Verela:

I had a conversation with your associate, in the first week of December, 2009, regarding the deficiencies, and inaccuracies, of the transcripts of Briggs Reporting Company in the above numbered cases held on 6/9/09, 8/6/09, and 9/17/09. The transcripts are inaccurate and at best made in a sloppy manner. Evidently they are unable to slow-down the recorded voice and thus can not hear the details of the proceedings word by word, as is expected, particularly when transcripts are made from pre-recorded voice, where nothing should go wrong in transcriptions, as it has in the transcriptions of the above voice-recordings.

The final, and interlocutory, rulings in the above two cases are now on appeal in the three appellate cases below:

**1- 9<sup>th</sup> Circuit Court of Appeal Case # 09-60050;**

**2- Central District APPEAL CASE #: SACV 09-01257 DOC;**

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**3- Central District APPEAL CASE #: SACV 09-01258 DOC;**

Wherefore the court's clerk, Ms. Bolte, has included the transcripts as a part of the record on all the above three appeals. However, these are deficient and since Briggs Reporting refused to take any further steps to rectify them I was directed to your office to file a complaint in search of a possible solution to this issue. The inaccuracies are too many, however, just to identify a couple of them are two examples below:

1- in the 6/9/09 transcript I managed to extract the following exact words, and exclamation marks, from the recording on page 6, Lines: 9-15:

**"...I am granting the motion and I am granting the motion because as far as and I am looking at very narrow view of this. Foreclosure did occur whether you believe it was valid or invalid. I already believe it was invalid which you believe is invalid. Wachovia believes is valid. It did occur before the bankruptcy was filed, OK? So, it has already happened. With respect to any claims that you may have regarding the validity of that foreclosure sale it sounds that you are actively pursuing that and nothing that I am doing today will prevent you from continuing to pursue that. For example as you mentioned you brought an action in the district court..."** However, Briggs has it as follows:

**"THE COURT: I'm granting the motion and I'm**

granting the motion because as far as -- and I'm looking at a very narrow view of this. If foreclosure did occur whether you believe it was valid or invalid -- I already believe it's invalid which you believe it's invalid and Wachovia believes it's valid. It did occur before the bankruptcy was filed. So that's already happened."

"With respect to any claims that you may have regarding the validity of that foreclosure sale, it sounds as if you are actively pursuing that. And nothing that I'm doing today would prevent you from continuing to pursue that. For example, as you mentioned you brought an action in the district court..."

2- another example of their sloppy mistake appears in the transcript of 8/6/09, Page, Line, where they have written:

"THEY FORGED THE GRANTING..." which makes the entire paragraph meaningless as opposed to what I had really said:

"THEY FORGED THE GRANT DEED...", which made the deed void.

I can only speculate that the "sophisticated computer program" which Briggs claims to use for listening to, and slowing down, voice recordings is incapable of such a task, or that they don't know how to use it, which may be why they refuse to disclose the reason for not correcting them.

As a result of the above inaccuracies my record on appeal remains deficient, because of a problem created by the court, and I am herewith requesting that your office ~~take immediate affirmative action to remedy this shortfall, for by instance, having an~~ independent court-reporter transcribe the recordings, in slow motion, such as by recording them on a special tape-recorder and playing it at half-speed. I have attached a tape of the 6/9/09 hearing, which I recorded at double speed, so when played at regular speed each word can be recognized as I wrote above.

Around Mid-Nov. 2009, I played the above paragraph for Briggs, from this tape. It convinced them of my version of the words, whereupon they promised to recall the 6/9/09 recording from the court and to listen to it again, and hopefully correct their mistakes. A couple of weeks went by and I heard nothing from them, finally by talking to Briggs owner, a Ms. Loo, she stated that they had decided not to do anything further about it. She refused to state why, and whether she had, or had not, recalled the CD to listen to it again, thus raising further suspensions.

Please also inform the bankruptcy clerk of any actions you take. Thank you.  
Respectfully submitted,

Kareem Salessi

1 KAREEM SALESSI  
2 30262 Crown Valley Pkwy, B-174  
3 LAGUNA NIGUEL, CA. 92677  
4 TEL: (949) 870 6352  
5  
6

7 **Chapter 11**

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION**  
10

11 ) Case No.: 8:09-bk-13791-ES  
12 In re KAREEM SALESSI, ) Honorable Erithe A. Smith  
13 Debtor, ) [Proposed] ORDER  
14 ) Kareem Salessi's Request for Judicial Notice # 4 (RJN-4)  
15 ) as to proof of fact: that reporter's transcript provided by  
16 ) Briggs Reporting Company of 6/9/09 hearing is a forgery;  
17 ) that Salessi's transcribed version is correct;  
18 )

19 Absent proof to the contrary to debtor's version of the subject paragraph in  
20 the 6/9/09 transcript, prepared by Briggs, debtor Salessi's version of this  
21 Court's statement is herewith taken judicially notice of as the true version.  
22 The clerk is to strike the subject paragraph from the 6/9/09 Briggs'  
23 transcript, and replace it with debtor's version cited above.  
24  
25

26 Dated:

27 Hon. Erithe Smith  
28 Judge of the Bankruptcy Court

Kareem Salessi's Request for Judicial Notice # 4 (RJN-4), of Correction to 6/9/09 Transcript. 4-20-10

PROOF OF SERVICE BY MAIL

Case No.: 8:09-bk-13791-ES

I, Kareem Salessi, declare:

**I am a party** to this action. My business address is: 30262 Crown Valley Parkway, B-174, Laguna Niguel, Ca. 92677

On April **23**, 2010, I deposited in the United States mail at SANTA ANA, California a copy (or original as the Code requires) of the following document(s):

**Kareem Salessi's Request for Judicial Notice # 4 (RJN-4) as to proof of fact that: reporter's transcript provided by Briggs Reporting Company of 6/9/09 hearing is a forgery; that Salessi's transcribed version is correct; TO THE FOLLOWING ADDRESSEES:**

**U.S. TRUSTEE  
411 W. Fourth St Suite 9041  
Santa Ana, CA 92701**

**Mr. Martin Phillips,  
attorney for Movants  
8180 E. Kaiser Blvd, S-100,  
Ahaheim Hills, Ca. 92808**

**Attorney General's Office  
California Department of Justice  
Attn: Public Inquiry Unit 231095  
P.O. Box 944255  
Sacramento, CA 94244-2550**

**U.S. Attorney Joseph Russoniello  
POB 36055, 450 Golden Gate Ave.  
San Francisco, Ca. 94102-3495  
Golden West Savings FRAUDS**

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on April **23**, 2010, in Orange County, California.

  
Kareem Salessi

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**(Exhibit-C)**



[http://www.ffiec.gov/nicpubweb/nicweb/InstitutionHistory.aspx?parID\\_RSSD=1157433&parDT\\_END=99991231](http://www.ffiec.gov/nicpubweb/nicweb/InstitutionHistory.aspx?parID_RSSD=1157433&parDT_END=99991231)



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**Institution History for** [NORTH LAS VEGAS BRANCH \(1157433\)](#)

9 institution history record(s) found.

Event Date	Historical Event
1987-10-13	WATCHUNG HILLS BANK FOR SAVINGS located at 198 WASHINGTON VALLEY ROAD, WARREN TOWNSHIP, NJ was established as a State Savings Bank.
1995-01-21	WATCHUNG HILLS BANK FOR SAVINGS was renamed to WORLD SAVINGS BANK, F.S.B. and changed from State Savings Bank to Federal Savings Bank.
1996-07-24	WORLD SAVINGS BANK, F.S.B. moved to 2502 JAMACHA ROAD EL CAJON, CA.
1996-08-30	WORLD SAVINGS BANK, F.S.B. moved to 1970 BROADWAY OAKLAND, CA.
2007-10-12	WORLD SAVINGS BANK, F.S.B. sold assets to <u>WACHOVIA BANK, NATIONAL ASSOCIATION</u> .
2007-12-31	WORLD SAVINGS BANK, F.S.B. was renamed to <u>WACHOVIA MORTGAGE, F.S.B. and moved to 6825 ALIANTE PARKWAY</u> .
2007-10-12	WACHOVIA MORTGAGE, F.S.B. sold assets to <u>WACHOVIA BANK, NATIONAL ASSOCIATION</u> .
2009-11-01	WACHOVIA MORTGAGE, F.S.B. was acquired by <u>WELLS FARGO BANK, NATIONAL ASSOCIATION</u> .
2009-11-01	WACHOVIA MORTGAGE, F.S.B. was renamed to NORTH LAS VEGAS BR and became a branch of WELLS FARGO BANK, NATIONAL ASSOCIATION.



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**Institution History for** [WACHOVIA BANK, NATIONAL ASSOCIATION \(484422\)](#)

8 institution history record(s) found.

< Previous Page

1

Next >

Event Date	Historical Event
1959-12-31	FIRST UNION NATIONAL BANK OF CHARLOTTE located at CHARLOTTE, NC was established as a National Bank.
1968-05-04	FIRST UNION NATIONAL BANK OF CHARLOTTE was renamed to FIRST UNION NATIONAL BANK OF NORTH CAROLINA.
1982-04-05	FIRST UNION NATIONAL BANK OF NORTH CAROLINA was renamed to FIRST UNION NATIONAL BANK.
1986-07-25	FIRST UNION NATIONAL BANK was renamed to FIRST UNION NATI ONAL BANK OF NORTH CAROLINA and moved to 301 SOUTH TRYON STREET, FIRST UNION PLAZA CHARLOTTE, NC.
1997-06-05	FIRST UNION NATIONAL BANK OF NORTH CAROLINA was renamed to FIRST UNION NATIONAL BANK.
2002-04-01	FIRST UNION NATIONAL BANK was renamed to WACHOVIA BANK, NATIONAL ASSOCIATION and moved to 301 SOUTH TRYON STREET, WACHOVIA PLAZA CHARLOTTE, NC.
2002-06-17	WACHOVIA BANK, NATIONAL ASSOCIATION moved to 301 SOUTH COLLEGE STREET CHARLOTTE, NC.
2010-03-20	WACHOVIA BANK, NATIONAL ASSOCIATION was acquired by <b>WELLS FARGO BANK, NATIONAL ASSOCIATION.</b>

## U.S. Department of Justice



*United States Attorney  
Southern District of Florida*

99 N.E. 4 Street,  
Miami, FL 33132  
(305)961-9001

March 17, 2010

**NEWS RELEASE:**

**WACHOVIA ENTERS INTO DEFERRED PROSECUTION AGREEMENT**

***Bank Agrees to Pay \$160 Million***

Wachovia Bank, N.A. ("Wachovia"), one of the largest banks in the United States, has entered into a deferred prosecution agreement with the U.S. Attorney's Office in the Southern District of Florida and the Asset Forfeiture and Money Laundering Section of the Criminal Division of the Department of Justice to resolve charges that it willfully failed to establish an anti-money laundering program. Today's agreement is the result of an investigation into Wachovia's transactions with Mexican currency exchange houses, commonly known as "casas de cambio" ("CDCs"), announced Jeffrey H. Sloman, United States Attorney for the Southern District of Florida, Lanny A. Breuer, Assistant Attorney General for the Criminal Division of the Department of Justice, Mark R. Trouville, Special Agent in Charge, Drug Enforcement Administration (DEA), Miami Field Division, Daniel W. Auer, Special Agent in Charge, Internal Revenue Service, Criminal Investigation Division ("IRS-CID"), John C. Dugan, Comptroller of the Currency, Office of the Comptroller of the Currency (OCC), and James H. Freis, Jr., Director, Financial Crimes Enforcement Network (FinCEN). The agreement also resolves Wachovia's admitted failure to identify, detect, and report suspicious transactions in third-party payment processor accounts.

A criminal information, filed March 12, 2010 and unsealed today, charges Wachovia with willfully failing to maintain an anti-money laundering program from May 2003 through June 2008, in violation of the Bank Secrecy Act ("BSA"). According to the information and other documents filed with the court today, including a detailed Factual Statement and a Deferred Prosecution Agreement ("the Agreement"), Wachovia failed to monitor for potential money laundering activity more than \$420 billion in financial transactions with the CDCs.

As part of the Agreement filed today, Wachovia has agreed to forfeit \$110 million to the United States, which represents proceeds of illegal narcotics sales that were laundered through Wachovia. FinCEN also assessed a \$110 million Civil Money Penalty that is deemed satisfied by the forfeiture to the U.S. government, for serious and systemic BSA violations. Moreover, pursuant to the terms of the Agreement and the OCC's separate Cease and Desist and Civil Money Penalty Orders, Wachovia has agreed to pay an additional \$50 million fine to the U.S. Treasury. The total sum of \$160 million is due within five days from the date of the Agreement.

In light of Wachovia's willingness to acknowledge responsibility for its actions and omissions, its cooperation and remedial actions to date, and its promised continued cooperation and remedial actions in the future, the government has agreed to defer prosecution of the criminal charge in the information for 12 months. If Wachovia fully complies with its obligations under the Agreement, the U.S. agrees to dismiss the criminal information at the end of the 12 months. Earlier today, the Agreement was accepted in federal court in Miami by U.S. District Judge Joan A. Lenard.

According to the documents filed with the court, Wachovia was aware, as early as 1996 and through 2004, of the high risk that drug money was being of laundered through the CDCs. Wachovia was also aware that other U.S. banks had stopped doing business with the CDCs because of these concerns. Wachovia, however, continued to expand its business with the CDCs. Indeed, from at least May 2004 through December 2007, Wachovia provided correspondent banking services to various Mexican CDCs, including wire transfer, bulk cash, and pouch and remote deposit capture services, among others.

According to the documents, Wachovia allowed CDCs to wire transfer funds through accounts at Wachovia to recipients throughout the world. Wachovia also offered a "bulk cash" service to CDCs, through which the CDCs collected large sums of dollars that would be physically transported to the United States for deposit. In addition, Wachovia offered a "pouch" deposit service and later, a "remote deposit capture" ("RDC") service, which allowed the CDCs to deposit at Wachovia items drawn on U.S. banks, including checks and traveler's checks, presented by their Mexican customers. According to the documents filed today, Wachovia did not have an effective anti-money laundering policy or procedure to monitor these transactions to detect and report potential money laundering activity, as required by the BSA. As a result, from May 1, 2004 through May 31, 2007, at least \$373 billion in wire transfers were made from the CDCs to Wachovia accounts; more than \$4 billion in bulk cash was transported from the CDCs in Mexico to accounts at Wachovia; and approximately \$47 billion was deposited at Wachovia accounts through the RDC service. These monies included millions of dollars that were subsequently used to purchase airplanes for narcotics trafficking operations. Ultimately, more than 20,000 kilograms of cocaine were seized from these airplanes.

According to court documents, Wachovia also maintained account relationships with certain third-party payment processors for the telemarketing industry from 2003 to 2008. These processors deposited more than \$418 million using remotely-created checks into Wachovia accounts on behalf of the telemarketers. Remotely-created checks are created when the holder of a checking account authorizes a payee to draw a check on that account but does not actually sign the check. In place of the account-holder's signature, the remotely-created check generally bears a statement that the customer authorized the check. These checks were often returned as "unauthorized" resulting in return rates that, in some cases, exceeded 40 percent of the deposited checks. Wachovia admitted that it failed to identify, detect, and report the suspicious transactions in the third-party payment processor accounts, as required by the BSA, due to deficiencies in its anti-money laundering program. Specifically, Wachovia failed to conduct appropriate customer due diligence by delegating most of this responsibility to business units instead of compliance personnel. Wachovia also failed to monitor high return rates for remotely-created checks and report suspicious wire transfer activity from the processors' accounts.



U.S. Attorney Jeffrey H. Sloman stated, "On the heels of the UBS international banking case, in which we held accountable the largest bank in Switzerland, today we announce the deferred prosecution of Wachovia, one of the largest banks in the United States. Wachovia's blatant disregard for our banking laws gave international cocaine cartels a virtual carte blanche to finance their operations by laundering at least \$110 million in drug proceeds. Corporate citizens, no matter how big or powerful, must be held accountable for their actions. Today's historic agreement makes it clear that such conduct will not be tolerated and imposes the largest penalty in any BSA case prosecuted to date."

"As this case demonstrates, financial institutions - no matter how large - will be held accountable when they allow dirty money to pollute the U.S. banking system," said Assistant Attorney General Lanny A. Breuer of the Criminal Division. "With billions of dollars flowing through our financial institutions each day, it is imperative that banks maintain robust anti-money laundering controls to identify possible illegal activity."

"A narcotics investigation always involves two things: drugs and money," said Mark R. Trouville, Special Agent in Charge, Drug Enforcement Administration, Miami Field Division. "DEA Agents and our law enforcement partners investigating a multi-national drug trafficking organization were able to seize drugs and identify the associated financial trail. Diligent investigative work exposed how this organization capitalized on weak anti-money laundering practices at Wachovia to further their drug trafficking abilities."

Daniel W. Auer, Special Agent in Charge of the IRS-CID in Miami, stated, "The law requires all banks, including Wachovia, to notify the Department of Treasury when they detect suspicious activity. By failing to maintain an adequate anti-money laundering program, Wachovia disregarded numerous financial transactions that should have raised "red flags" and caused their bank to act as a conduit to launder money."

"The practices targeted by today's enforcement actions reflect a totally unacceptable breakdown in the standards expected of banks' anti-money laundering systems and compliance. Today's actions by the OCC and other agencies demonstrate our firm commitment to the highest standards of compliance in this arena and the success of continued coordinated efforts by the Department of Justice, OCC, and FinCEN to ensure compliance with the requirements of the Bank Secrecy Act," said John C. Dugan, Comptroller of the Currency. "Financial institutions must maintain anti-money laundering compliance programs and policies that are adequate to identify, analyze and report suspicious activity and are commensurate with the risks being undertaken. With these actions, we are sending another strong message that we will not tolerate use of the U.S. financial system to launder illegal monies."

"In the recent past, Wachovia was the fourth largest commercial bank in the United States, and held itself out as a global leader in correspondent banking," said James H. Freis, Jr., FinCEN Director. "During FinCEN's joint investigation with our law enforcement and regulatory agency partners, it became evident that, despite such a prominent role in the domestic and international banking sectors and accompanying resources, Wachovia did not institute systems, controls and other measures to manage risk commensurate with the scope and magnitude of its products, services and business lines, particularly foreign correspondent banking."

Wachovia Bank will merge into Wells Fargo Bank later this month. The Agreement binds Wells Fargo, as Wachovia's successor, to continue to implement remedial measures to fully bring Wachovia into BSA compliance.

The CDC-portion of this matter was investigated by the DEA's Miami Field Division, IRS-CID's Miami Office, FinCEN, and OCC. The case is being prosecuted by Assistant U.S. Attorneys Andrea G. Hoffman and Jared E. Dwyer of the U.S. Attorney's Office for the Southern District of Florida. The investigation of the third-party payment processors was prosecuted by Trial Attorneys Constantine Lizas and Matthew Haslinger of the Criminal Division's Asset Forfeiture and Money Laundering Section. This portion of the case was investigated by the Internal Revenue Service Criminal Investigation, Philadelphia Field Office and the U.S. Postal Inspection Service, Philadelphia Division.

A copy of this press release may be found on the website of the United States Attorney's Office for the Southern District of Florida at [www.usdoj.gov/usao/fls](http://www.usdoj.gov/usao/fls). Related court documents and information may be found on the website of the District Court for the Southern District of Florida at [www.flsd.uscourts.gov](http://www.flsd.uscourts.gov) or on <http://pacer.flsd.uscourts.gov>. A copy of the OCC's Consent Order to a Civil Money Penalty and to Cease and Desist can be found at the OCC's website at [www.occ.gov](http://www.occ.gov). FinCEN's Assessment and Civil Money Penalty is available at [www.FinCEN.gov](http://www.FinCEN.gov).

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

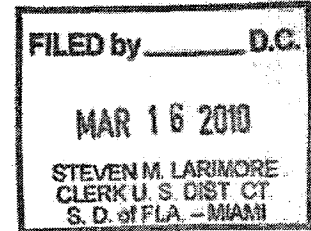
Case No. 10-20165-CR-LENARD

UNITED STATES OF AMERICA

vs.

WACHOVIA BANK, N.A.

Defendant.



DEFERRED PROSECUTION AGREEMENT

Defendant Wachovia Bank, N.A. ("Wachovia"), a federally chartered banking institution and a subsidiary of Wells Fargo & Company ("Wells Fargo"), by and through its attorneys, Sullivan & Cromwell LLP, and King & Spalding LLP, pursuant to authority granted by its Board of Directors, and the United States Attorney's Office for the Southern District of Florida and the Asset Forfeiture and Money Laundering Section of the Criminal Division of the Department of Justice, (collectively, "the United States"), enter into this Deferred Prosecution Agreement (the "Agreement").

Parties Bound By the Agreement

1. This Agreement and all provisions set forth herein bind Wachovia and any of its branches, representative offices, successors, and assigns. If Wachovia's business operations are sold to a party or parties unaffiliated with Wachovia as of the date hereof, whether by sale of stock, merger, consolidation, sale of a significant portion of its assets, or other form of business combination, or otherwise undergo a direct or indirect change of control within the term of this Agreement, such party or parties shall be bound by this Agreement and all provisions set forth herein. The parties understand that Wachovia is scheduled to merge with Wells Fargo Bank, N.A.

THE ENTIRE DOCUMENT CAN BE MAILED  
UPON REQUEST BUT IS LINKED AT SALESDJ  
WEB-BLOG HOME-PAGE AT TOP. K. Jan

**PROOF OF SERVICE BY MAIL**

**Case # 09-60050**

**Agency No: CC-09-1231**

I, Kareem Salessi, declare:

**I am a party** to this action. My business address is: 30262 Crown Valley Parkway, B-174, Laguna Niguel, Ca. 92677

On 7/2/10, I deposited in the United States mail at ~~SANTA ANA~~ / IRVINE, California a copy (or original as the Code requires) of the following document/s :

**Appellant's Request for Judicial Notice # 1**

**(RJN-1) as to Proof of Fact, in Support of:**

**Summary Disposition of case Against**

**Respondents; and in Support of:**

**Appellant's MOTION FOR RECONSIDERATION**

**Pursuant to Federal Rules of Evidence 201**

**ADDRESSED TO:**

**Office of the Clerk; PRO SE UNIT**

**U. S. Court of Appeals for the 9th Circuit**

**95 Seventh Street, POB 193939**

**San Francisco, Ca. 94119**

**CA9 Docket No: 09-60050**

**Mr. John Gulino,  
Mr. Robert Lane  
attorney for Movants & plaintiff  
8180 E. Kaiser Blvd, S-100,  
Ahaheim Hills, Ca. 92808**

**U.S. TRUSTEE  
411 W. Fourth St Suite 9041  
Santa Ana, CA 92701**

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

Executed on July 2, 2010, in Orange County, California.

  
Kareem Salessi