

1 KAREEM SALESSI
2 28841 ALOMA AVE.
3 LAGUNA NIGUEL, CA. 92677
4 TEL: (949) 870 6352
5 Plaintiff

FILED-SOUTHERN DIVISION
CLERK, U.S. DISTRICT COURT
MAR 11 2009
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

RECEIVED
BUT NOT FILED
SDN
MAR 11 2009
CLERK, U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION
DEPUTY

6
7
8
9
10
11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

11 KAREEM SALESSI,
12 Plaintiff,

) Case No.: SACV 08-01274 DOC (MLGx)
)
) Verified 1st Amended Complaint for
)
) QUIET TITLE; EQUITABLE & INJUNCTIVE
) RELIEF & DAMAGES;
) ARISING FROM:
) ORGANIZED FINANCIAL CRIMES &
) CONSPIRACIES UNDER COLOR OF
) LAW; LEGAL MALPRACTICE;
)
) DEMAND FOR JURY TRIAL
)
) Honorable David O. Carter

13 Commonwealth Land Title Insurance Company;
14 Debra A. Ortiz; Patrick F. Ortiz; Coast Cities
15 Escrow; Western Surety Company; Cameron
16 Merage; Ann E. Skinner; County of ; Golden West
17 Savings Association Service Co.; World Savings
18 Bank, FSB; Wachovia Mortgage, FSB; Wachovia
19 Corporation; Fidelity National Financial; William
20 M. Monroe; Michael B. Goldberg; Anglin
21 Flewelling Rasmussen Campbell & Trytten LLP;
22 Frederick J. Hickman; John Chakmak; Buxbaum
23 & Chakmak; and
24 Does from 1 through 10,
25 inclusive Defendants,

26 Plaintiff, Kareem Salessi ("Salessi" or "Plaintiff", or "I"), hereby brings this action for
27 damages and relief against the Defendants (defined *infra*) for violations of numerous
28 Federal and California laws, including: Title 42 U.S.C. §1983; (Title 18 U.S.C. §§1961-1968), the "RICO Act", and for violations of California state common law. Plaintiff, on behalf of himself, and on behalf of those similarly injured California, and United States Communities, as a private Attorney General, pursuant to Consumer Legal Remedies Act (CC §§1750:1780), complains and alleges upon information and belief, except as to those paragraphs that are based on personal knowledge, as follows:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. **THE CASE IN A NUTSHELL:**

1- In late 2002, Salessi was fraudulently made to believe that he had been sold a house in County, Ca. The fraudulent sale had taken place with sophisticated criminal conspiracy, and racketeering, of a few corporate defendants, and individuals, with judicial histories of document forgeries pertaining to realty and related loan transactions. In this case, among numerous documents, defendants forged all the loan documents, as well as the GRANT-DEED of the subject property, and recorded some of those documents. In contemplation of the above frauds, defendants converted \$55,000. of Salessi's funds, which funds they had deceived Salessi to place in their fiduciary custody. All the documents, recorded, or unrecorded were void *ab initio*, and remain void to this day.

2- As a result of the above forgeries Salessi obtained only "**Color of Title**", and not "**legal title**" to the property, and was deceived to pay over \$220,000. of payments to defendants, in the name of down-payments, mortgages, and property taxes, for over five years. Finally, in the summer of 2007 Salessi discovered some of the 2002 forgeries, including that the grant deed had been forged in 2002. Salessi immediately gave notice to bank defendants warning them of the fraud in factum in the creation of the loans, and that since the Grant-Deed was forged, that automatically nullified all purported deeds of trust in the bank's name, and that Salessi was legally entitled to stop payments and ask the court to quiet his title.

3- Bank Defendants, having played an active role in the forgeries, refused to take action and began a secretive, and fraudulent, Non-Judicial Foreclosure scheme, by recording their first "NOTICE OF DEFAULT AND

1 ELECTION TO SELL” on 12/31/2007. Meantime, per the suggestion of
2 OC-Recorder, Salessi tried to have the forged documents expunged with a
3 court order. This suggestion was confirmed by the Bank’s former counsel
4 Mr. Rippy, whereafter Salessi tried to expunge the forged recorded
5 documents, in Case #1 in an Ex parte motion. The court stated it lacked
6 jurisdiction, owing to pending appeal in the case and suggested that
7 Salessi immediately file a quiet title action. To preserve plaintiff’s interest
8 in the property, Salessi first recorded a “NOTICE OF INTENT TO
9 PRESERVE INTEREST” at the OC-Recorder (**Exhibit-A**)¹. This document
10 rendered the title of the property unmarketable, per Civil Code § 880.020
11 **(Marketable Record Title Act)**.²

12
13 **4-** In early January 2008, Salessi called the bank in San Antonio, Texas,
14 whereupon, a recorded conversation, the bank’s agent told Salessi that
15 the above notice had also been sent to the Ortizes, the fraudulent sellers
16 of the house, and that they had called and were told that the property’s title
17 was still in their names and had never transferred to Salessi, confirming
18 that Salessi had in fact “never bought the house”. This conclusion was
19 also reached by the Hon. Judge Pacheco, of the Harbor Justice Center
20 (Jamboree), in Case #3 after only minutes of hearing about the case.

21 **5-** In May of 2008, the bank’s San Antonio office told Salessi that due to
22 the investigations of their legal department the foreclosure process had been
23 halted. However, this had been a new fraud in order to catch Salessi off-

24
25
26
27 ¹ ALL THE EXHIBITS AND FOOTNOTES ARE INCORPORATED HEREIN WITH THIS REFERENCE.

28 ² *Duncan v. Ledig* (1949) 90 Cal. App. 2d 7, 12 [202 P.2d 107]

1 guard by posting a "NOTICE OF TRUSEE SALE" on the entrance of the
2 house on 5/21/2008, in the heat of Salessi's trial in case # 05CC00124.

3 **6-** Golden West began to auction the house, whereupon Salessi filed Case
4 #2 to enjoin the wrongful sale. Impartial Defendant Judge Monroe prejudiced
5 Salessi by siding with the bank *ab initio* dismissing them at inception, denying
6 injunction, and instructing the bank to sell the house A.S.A.P., whereupon,
7 despite countless illegalities, defendants Hickman/AFRCT, Fidelity, and the
8 bank conspired in registering, executing, and recording a sham credit bid,
9 following a sham auction.

10 **7-** Bank filed an Unlawful Detainer Action ("UD") to take possession of
11 the house. Salessi filed this complaint to permanently enjoin bank from
12 their UD-Action and to quiet title against defendants, for damages and
13 equitable relief.

14 **8-** Since 2008, several civil class actions, and criminal complaints were
15 filed against World Savings, and Wachovia. Since July 2008, Salessi
16 began mailing lawsuit, and additional, documents to the United States, and
17 California, Departments of Justice ("DOJ"), namely to: Operation Malicious
18 Mortgage ("OMM"), and to the California Attorney General ("AG"). In Nov.
19 2008, DOJ announced its criminal investigation of the banking defendants.
20 The DOJ investigation, within World Savings/Golden West and Wachovia,
21 will in all likelihood result in criminal indictments of those individuals unable
22 to gain amnesty for their participation in this illegal conspiracy. Salessi
23 believes, namely Herbert and Marion Sandler, the two former founders of
24 the bank, and a few dozen executives, will likely be indicted. This will be
25 similar to the indictment of Angelo Mozilo, and his organized crime family
26
27
28

1 of executives, who are being indicted after over one year of DOJ
2 investigations and civil litigations against Countrywide's nationwide
3 criminal enterprise.³

4 **9-** However, neither these nor any actions arising from investigations
5 initiated by any government entities will result in the compensation of
6 countless defrauded California, and nationwide, victims of the bank/s for
7 the injury suffered due to Defendants' illegal conduct. It is this remedy and
8 other remedies for which Salessi herein prays, on his own behalf, as well
9 as on behalf of over one million defrauded homebuyers who have fallen
10 victim to the criminal conspiracies of this bank, with all other banks, and
11 with related government insiders, as individuals, or as entities, such as
12 Henry Paulson who is publicly known to have facilitated the colossal
13 plunder of the U.S. Treasury, in favor of the criminal credit enterprise, just
14 before leaving office. Mr. Paulson is also known to have directly, and
15 through his agents, blackmailed U.S. Congressmen to vote for the Bail-out
16 bill or have martial law in the country as of early Oct. 2008.

17
18 **10-** Salessi on his own behalf and, as a private attorney general, on
19 behalf of the similarly injured & betrayed, California, and the United States
20 communities, seeks one or more of the these remedies, and/or in the
21 alternative: quiet title; rescission & restitution; injunction; damages, for the
22 causes of action herein alleged.
23
24
25
26

27 ³ CBS-60 Minutes, on 2/20/09, documented World Saving's organized crime, featuring Paul Bishop
28

1
2
3 **II. JURISDICTION & VENUE:**

4 **11-** This court has original subject matter jurisdiction pursuant to
5 The Civil Rights Act, 42 U.S.C § 1983 et seq.; Federal Deposit Insurance
6 Act (FDIA) 12 U.S.C.A. §1823; The United States Banking Code, 12
7 U.S.C. §3754 (d) (1); 28 USC § 1738; 15 U.S.C. §§ 45(a) and
8 53(b)(FTCA); 18 U.S.C. §§1961-1965 (RICO); 28 USC § 2361
9 (Interpleader Act); United States Constitution, among others; and pursuant
10 to 28 U.S.C. § 1331.

11 **12-** This Court has personal jurisdiction over the parties in this
12 action by the fact that Defendants are either individuals who reside in this
13 District within California; are corporations duly licensed to do business in
14 California; or are individuals affiliated to the said corporate defendants.

15 **13-** Venue of this case is proper in the Central District of California,
16 Southern Division, pursuant to 28 U.S.C. § 1391(a) because Defendants
17 conduct business in this judicial district and all or a substantial part of the
18 events, forgeries, or omissions giving rise to the claim occurred in this district.

19 **14-** This court also has supplemental jurisdiction on state causes of
20 action pursuant to 28 U.S.C. § 1367.

1
2
3 **III. PARTIES:**

4 **15-** Plaintiff Kareem Salessi (“Plaintiff” / “Salessi” / “I”) is an
5 individual, and is now, and at all times relevant to this Complaint was, the
6 owner of an undivided interest in the real property commonly known as
7 28841 Aloma Ave., Laguna Niguel California (“Property”), with an Assessor’s
8 Parcel Number: 637-124-12 in the County Hall of Records. Salessi is not an
9 attorney, therefore, his pleadings must be liberally construed and on the
10 basis of its merits.

11 **16-** *Unnamed Co-Conspirators:* At all relevant times, other
12 corporations, banks, investment companies, insurance companies, and
13 other individuals and entities willingly conspired with Defendants in their
14 unlawful and illegal conduct against the Plaintiff. All averments herein
15 against named Defendants are also averred against these unnamed co-
16 conspirators as though set forth at length.

17 **17-** *Agents and Co-Conspirators:* At all times relevant to this
18 complaint Defendants, and each of them, were acting as the agents,
19 employees, and/or representatives of each other, and were acting within
20 the course and scope of their agency and employment with the full
21 knowledge, consent, permission, authorization and ratification, either
22 express or implied, of each of the other Defendants in performing the acts
23 alleged in this complaint.⁴ Salessi believes that the banks’ defense
24 attorneys, and in house counsel, should mostly be implicated.

25
26 ⁴ In Los Angeles v. Wachovia, et al, Federal agent Charles Anderson is quoted in ¶ 107:
27 “Ultimately, the same kinds of acts can give rise to criminal conspiracy counts against
28 attorneys. I would not be surprised to see bankers and lawyers go to jail.”

1 **18-** Each of the Defendants have participated, as members of the
2 conspiracy, and have acted with or in furtherance of said conspiracy, or
3 aided or assisted in carrying out the purposes of the conspiracy, and have
4 performed acts and made statements in furtherance of the conspiracy and
5 other violations of California, and federal, laws. Each of the Defendants
6 acted both individually and in alignment with other Defendants with full
7 knowledge of their respective wrongful conduct. As such, the Defendants
8 conspired together, building upon each other's wrongdoing, in order to
9 accomplish the acts outlined in this complaint. Defendants are individually
10 sued as principals, participants, and aiders and abettors in the wrongful
11 conduct complained of, the liability of each arises from the fact that each
12 has engaged in all or part of the improper acts, plans, schemes,
13 conspiracies, or transactions complained of herein.
14

15 **19-** Plaintiff is informed and believes, and thereon alleges that
16 defendant CAMERON MERAGE ("MERAGE") is, and at all times
17 mentioned herein was, an individual authorized to do business under the
18 laws of California, and conducting such business in the County of ,
19 California, and that defendant MERAGE is the alter ego, owner, principal,
20 and sole-proprietor of FIRST TEAM REAL ESTATE, Coast Cities Escrow
21 and their affiliated realty and lending ventures, and that all the business
22 practices of his companies are guided under his direct supervision.
23 Merage entities are not franchises, and are run under his direct
24 supervision, operating as networked RICO enterprise, with dedicated
25
26
27
28

1 forgery centers.⁵ & ⁶ Plaintiff believes that Merage has operated one of the
2 most integrated organized crime real-estate sales, and lending related,
3 operations in Southern California in the last fifteen years.

4 **20-** Plaintiff is informed and believes that defendant MERAGE,
5 between 2000 and 2005 managed to transform his business into a
6 multibillion dollar enterprise largely through fraudulent business practices,
7 including bulk forgeries of real estate and loan documents, as in the
8 Salessi's case, where practically everything was forged by Merage
9 defendants, and or with their instructions. A large number of competent
10 real-estate County lawyers have at some point defended Merage, who
11 has created a most powerful network of attorneys, public officials, and
12 county insiders who provide him with special services upon demand.

13 **21-** Defendant Commonwealth Land Title Insurance Company
14 ("Commonwealth") is a Pennsylvania corporation authorized to do business
15 in California and authorized to engage in, and at all times mentioned in this
16 Complaint was engaged in, the title-insurance business as a title-insurance
17 company.
18

19 **22-** Defendants PATRICK F. ORTIZ and DEBRA A. ORTIZ (collectively
20 "ORTIZ"/ "Ortiz") are, and at all times mentioned herein relative to this
21 complaint, were sellers of the real property in dispute, which property is
22 located in the county of , California. All the acts complained of Patrick
23 ORTIZ were performed in his individual capacity and on behalf of the
24 marital community. The Subject Property (ALOMA) is located in the
25

26
27 ⁵ ACCORDING TO REQUESTS FOR ADMISSIONS NOT RESPONDED TO OSC CASE #04CC11080
28 ⁶ ALL THE FOOTNOTES & EXHIBITS ARE INCORPORATED HEREIN WITH THIS REFERENCE

1 County of , California whose common address is: 28841 ALOMA AVE.
2 LAGUNA NIGUEL, CA. 92677.

3 **23-** Defendant Fidelity National Financial (“Fidelity”), is the parent
4 company of numerous title insurance companies, including Fidelity Title
5 Insurance; Chicago Title Insurance, etc., all of which companies are
6 corporations authorized to do business in California, and are conducting
7 such business in the County of , California. Fidelity also provides
8 expedited foreclosure services to lenders by the way of dozens of other
9 companies such as Fidelity Sales and Posting Service, also know as
10 ASAP, a defendant in Case #2. Because of the exercise of dominion and
11 control of Fidelity over its service company ASAP, and its involvement in a
12 parallel lawsuit, OSC Case # 05CC00124, plaintiff is entitled to name this
13 parent company as the defendant here. Salessi believes Fidelity is
14 responsible for the theft of over one million houses since 2006.

15
16 **24-** Defendant Coast Cities Escrow (“COAST”) is, and at all times
17 mentioned herein was, a corporation authorized to do business under the
18 laws of California, and conducting such business in the County of ,
19 California, and under the auspices of First Team Real Estate (“FIRST”).

20 **25-** Ann E. Skinner (“Skinner”) is, and at all times mentioned herein
21 was, an individual authorized to do business under the laws of California,
22 and conducting such business in the County of , California, in the employ
23 of COAST and Merage.

24 **26-** Defendant Western Surety Company (“Surety”) is an Illinois
25 corporation authorized to do business in California and authorized to
26

1 engage in, and at all times mentioned in this Complaint was engaged in
2 the business insuring errors and omissions, as a bonding company.

3 **27-** WORLD SAVINGS, INC. is a California corporation licensed to do,
4 and is doing business in California. At all relevant times hereto, WORLD
5 SAVINGS, INC., was and is engaged in the business of promoting,
6 marketing, distributing and selling the Option Arm loans that are the
7 subject of this Complaint. WORLD SAVINGS, INC. transacts business in
8 Orange County, California and at all relevant times promoted, distributed,
9 and sold the Option Arm loans that are the subject of this Complaint
10 throughout the United States, including Orange County, California.
11 WORLD SAVINGS, INC. has significant contacts with Orange County,
12 California, and the activities complained of herein occurred, in whole or in
13 part, in Orange County, California.

14
15 **28-** Defendant, WORLD SAVINGS BANK, FSB, was and is a business
16 organization form unknown. Plaintiffs are informed and believe and
17 thereupon allege that Defendant WORLD SAVINGS BANK, FSB is a
18 corporation; that Defendant WORLD SAVINGS BANK, FSB is a
19 partnership; and that Defendant, WORLD SAVINGS BANK, FSB, is a
20 division of Defendant, WORLD SAVINGS, INC.

21 **29-** Defendant Golden West Savings Association Service Co.
22 (“Golden”) is a California corporation licensed to do, and is doing business
23 in California. Golden is purportedly the shell holding company of World
24 Savings, under all of its known names, and is named as TRUSTEE in the
25 “DEED OF TRUST” documents procured by World Savings.
26

1 **30-** Defendant, WACHOVIA CORPORATION (“WACHOVIA”), is a
2 North Carolina corporation licensed to do, and is doing business in
3 California. At all relevant times hereto WACHOVIA was and is engaged in
4 the business of promoting, marketing, distributing and selling the Option
5 Arm loans that are the subject of this Complaint. WACHOVIA transacts
6 business in Orange County, California and at all relevant times promoted,
7 distributed, and sold the Option Arm loans throughout the United States,
8 including County, California. WACHOVIA has significant contacts with
9 County, California, and the activities complained of herein occurred, in
10 whole or in part, in County, California.

11 **31-** Defendants, WORLD SAVINGS, INC., WORLD SAVINGS BANK,
12 FSB, WACHOVIA MORTGAGE CORPORATION, and DOES 1 through
13 10, shall hereinafter be referred to collectively as “Bank Defendants.”

14 **32-** Plaintiff is informed and believes, and thereon alleges that
15 defendant William M. Monroe (“Judge Monroe”/“Monroe”) is an individual,
16 and at all times mentioned herein was, an individual authorized to do
17 business under the laws of California, and conducting such business in the
18 County of Orange, California, in the employ of the State of California as an
19 elected judge serving an eight year term in the County Central Court.
20 Defendant Monore is herein sued as an individual, acting without judicial
21 capacity, but under the color of such capacity, for his personal interests, or
22 bias, not as a disinterested judicial officer, working in the interest of the
23 injured California Community.

24 **33-** Plaintiff is informed and believes, and thereon alleges that
25 defendant ANGLIN FLEWELLING RASMUSSEN CAMPBELL & TRYTTEN LLP, aka
26
27

1 AFRCT, ("AFRCT"), is a Limited Liability Partnership of professional
2 attorneys, and at all times mentioned herein was authorized to do
3 business under the laws of California, and conducting such business in the
4 County of , California, with its partners and associates as licensees of the
5 State of California and in the employ of Wachovia, and its affiliates.

6 **34-** According to their conditional licenses, AFRCT's licensed partners,
7 and associates, must practice law in strict compliance with California, and
8 Federal, rules of professional conduct; California's Business and
9 Professions Codes ("B & P") and Federal Rules of Civil Procedure, among
10 others, breach of which must be sanctioned once reported to, or upon
11 occurrence by: the State Bar of California; California Attorney General;
12 County District Attorney, among others. All those named above have
13 refused to take any action against illegal conducts of AFRCT in the course
14 of litigating Case #2, which acts include perjury and subornation thereof.

15 **35-** Plaintiff is informed and believes, and thereon alleges that
16 defendant Frederick J. Hickman ("Hickman"), with Calbar # 124406, is an
17 individual licensed associate/partner attorney in the employ of defendant
18 ANGLIN FLEWELLING RASMUSSEN CAMPBELL & TRYTTEN LLP, aka
19 AFRCT ("AFRCT"), and at all times mentioned herein was authorized to do
20 business under the laws of California, and conducting such business in the
21 County of , California, with the partners and associates of AFRCT, and in
22 the employ of Wachovia Bank, and its affiliates. Defendant Hickman is
23 herein sued as an individual licensed professional attorney, acting as an
24 "officer of the court", not as a "fraudster against the court", and is bound to
25
26
27
28

1 all the rules of professional conduct and statutes binding AFRCT's
2 attorneys, as set forth above.

3 **36-** Plaintiff is informed and believes, and thereon alleges that
4 defendant Michael Goldberg is an individual licensed attorney in the
5 employ of defendant banks in the State of Texas, and that he is a vice-
6 resident of former World Savings/Golden West and later Wachvia, and as
7 their corporate counsel. He is herein sued for his aiding and abetting
8 conspiracies with the defendant banks, as well as for giving false
9 testimony under the penalty of perjury, and for the subornation of perjury.
10 All the causes of action against the bank defendants are automatically
11 deemed alleged against this defendant, retroactively dating to Nov. 2002.

12 **37-** Defendant County of ("OC") is a municipality corporation, as is
13 herein sued as a municipality, which is strictly liable to comply with
14 California and Federal laws in its routine operations, however, in reality
15 OC is a self-serving, and self-regulating, private enterprise engaged in the
16 theft of peoples personal and real properties, in conspiracy with title
17 companies and banks. OC is formed of numerous entities, including: OC-
18 Sheriff's Dept.; OC-Hall of Records; OC-Tax Assessor/Collector; OC-
19 District Attorney's Dept. all of which have long standing negative
20 reflections in the public eye. Since 2006, over 100,000 of OC-homes are
21 believed to have been stolen with aiding and abetting, or the reckless
22 disregard, of these defendants.

23
24 **38-** Each of and all of the aforementioned defendants are responsible
25 in some manner, either by act or omission, strict liability, fraud,
26 racketeering, deceit, fraudulent concealment, negligence, respondeat
27

1 superior, breach of contract or otherwise, for the occurrences herein
2 alleged, and that Plaintiffs' injuries, as herein alleged, were proximately
3 caused by the conduct of Defendants.

4 **39-** Each of the Defendants (both named and DOE defendants) sued
5 herein were the agent, servant, employer, joint venturer, partner, division,
6 owner, subsidiary, alias, assignee and/or alter-ego of each of the
7 remaining Defendants and were at all times acting within the purpose and
8 scope of such agency, servitude, joint venture, division, ownership,
9 subsidiary, alias, assignment, alter-ego, partnership or employment and
10 with the authority, consent, approval and ratification of each remaining
11 Defendant.

12 **40-** At all times herein mentioned, each Defendant was the co-
13 conspirator, agent, servant, employee, assignee and/or joint venturer of
14 each of the other Defendants and was acting within the course and scope
15 of said conspiracy, agency, employment, assignment and/or joint venture
16 and with the permission and consent of each of the other Defendants.

17 **41-** Plaintiff is ignorant of the true names and capacities of the
18 defendants named in this complaint ("Complaint") as DOES 1 through 20,
19 inclusive, and therefore sues these defendants by such fictitious names.
20 Plaintiff will amend this Complaint to allege their true names and
21 capacities when such are ascertained.
22

23
24 **42- END OF PARTIES**
25
26
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IV. **FRAUDULENT CONCEALMENT**⁷

43- California Assembly Bill No. 489, chapter 732, states inter alia:
“...Existing law provides that willful violations of provisions governing savings associations, real estate brokers, and residential mortgage lenders are crimes.”

44- Throughout the relevant period, Defendants affirmatively and fraudulently concealed their unlawful conducts from Plaintiff/s. One of the secrets of long term success of serial financial frauds, as in here, is successful cover-up, concealment, and/or silencing of opponents and whistleblowers who endanger its operations.⁸

45- Plaintiff did not discover, and could not discover through the exercise of reasonable diligence, that Defendants were engaging in the illegal and unlawful conduct as alleged herein until shortly before 2008. Nor could Plaintiff have discovered the violations earlier than that time because Defendants conducted their conspiracy in secret, concealed the nature of their unlawful conduct and acts in furtherance thereof, and fraudulently concealed their activities through various other means and methods designed to avoid detection. The conspiracy was by its nature self-concealing.

46- Plaintiff could not have discovered the unlawful conduct at an earlier date through the exercise of reasonable diligence because of Defendants' active and purposeful concealment of their unlawful activities.

⁷This applicable section adopted from: *Los Angeles v. Wachovia, et al. BC394944; 2008 WL4279236*

⁸ Elliot Spitzer, the famed New York Governor, on 2/14/08, had published an article on this subject in Washington Post. Days later he was disgraced. Google: “Greg Palast on Elliot Spitzer”

1 Defendants engaged in a successful and unlawful scheme to defraud not
2 only this plaintiff, but over 250 million Americans, as well as honest
3 members of state and federal governments, whereby defendants
4 capitalized on selected insider government officials as aiders and abettors,
5 in the furtherance of their criminal schemes.

6 **47-** Defendants affirmatively concealed their frauds in countless ways,
7 including in the following respects:

- 8
- 9 a. By agreeing among themselves not to discuss publicly, or
10 otherwise reveal, the nature and substance of the acts and
11 communications in furtherance of their illegal scheme; and
 - 12 b. By engaging in secret meetings, and wire communications, in
13 order to further their unlawful and illegal scheme to maximize
14 the ballooning of their unfunded, and unlimited, credit
15 transactions, by means including the mass-production of
16 mortgage loans through forgeries, and recordations, to originate
17 and sell countless unfunded loans;
 - 18 c. By fabricating un-backed financial derivatives of over 100 times
19 the amounts of their already hyper-inflated mortgage loans;
 - 20 d. By fixing the fabrication of financial derivatives, and trading
21 processes, in the financial markets; allocating amongst
22 themselves the markets therefor; cashing out, and moving
23 offshore, maximum ill-gotten plunders with their manipulations
24 of the financial systems by whatever illegal means.
 - 25 e. Stealing millions of houses by fraudulent foreclosures,
26 supported by county, state and federal offices;
- 27

1 **48-** At all times mentioned herein, the banking, title and real-estate,
2 defendants, and each of them, were engaged in the business of
3 promoting, marketing, distributing, and selling the predatory loans that are
4 the subject of this Complaint, throughout the United States, Orange
5 County, California. The said predatory loans had a combination of several
6 of these brand-names: Pick-A-Payment; Easy-Loan; Option Arm;
7 Piggyback; Killer-loan; Neg-Am; Shocker; Jumbo; Interest Only; among
8 others. Only the loan-trade insiders could identify which types of loan
9 documents were offered to targeted individuals, as some of the above
10 names were non-public, insider-code names, such as "THE SHOCKER"
11 which was intended to paralyze the borrower, and force him into default,
12 by the sudden doubling of his monthly payments.⁹

14 **49-** Successful cover-up of their crimes by preventing public officials from
15 investigating their criminal frauds, such as causing Orange County Sheriff's
16 department to intentionally, and repeatedly, refuse to take any actions on
17 Salessi's criminal forgery complaints against named defendants, in this
18 and in Case #1, and similar influences on the OC-District Attorney's Office
19 have join in the refusal to take action, resulting in OC's collective
20 ratification of the forgeries and frauds here, where their
21 Recorder's/Assessor's office is an indispensable partner-beneficiary of the
22 criminal document recordings, which have led to the deprivation of this
23 plaintiff's civil rights, in theft of real and personal properties, pursuant to
24 the violations of, inter alia, Title 42 U.S.C. §1983, civil due process rights.

26
27 ⁹ See the already settled lawsuit of California v. Countrywide, 2008.

1 **50-** As a result of Defendants' fraudulent concealment of their
2 conspiracy, Plaintiff asserts the tolling of any applicable statute of
3 limitations affecting the rights of action of Plaintiff, and the similarly injured-
4 in-fact parties, who number in the millions, across the country. Pursuant to,
5 inter alia, CC §3294(b)(3), RICO, and CLRA, plaintiff and the similarly
6 injured-in-fact parties are entitled to punitive damages against defendants.
7

8
9 //

10
11 //

12
13 //

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

V.

ORGANIZED CRIME TARGETS PLAINTIFF SALESSI

51- In 2005 Salessi filed the OSC Case # 05CC00124 against several defendants including Fidelity National Financial, a defendant in this action.

52- That lawsuit involved the theft of a 4.4 acre commercial land in the city of Redlands, belonging to Salar Investments, Inc. Salessi's firm.

53- In one of the first hearings Salessi tried to obtain a lis pendens, or a writ of execution, none of which was granted, even though it was mandatory in a QUIET-TITLE ACTION. During a recess, the counsel appearing for First American Title Company ("FATICO") threatened Salessi for having sued such large companies as his client FATICO, and to the effect that Salessi would be sorry for having done so, and then tried to bet \$1,000. that I would not be granted a writ, or anything else, and that they were going to build a \$25,000,000. housing project on it and that no body would be able to stop it. In fact I was unable to stop them, as the judge sided with them, and dropped them out of the case even though their demurrer lacked merit and was untimely filed. Fidelity, however, remained in the case and was never dismissed.

54- Salessi unfortunately, and by accident, hired Lewis Brisbois Bisgard Smith ("LBBS"), a major defense law firm, to take over the case from him. They betrayed Salessi and made a deal with Fidelity/Chicago Title to not include them in an amended complaint, despite the fact that they had made a judicial admission, in August 2002, that the property theft had

1 been occurred as a result of their negligence and that they take the
2 responsibility to pay for it and that they will have to pay the buyers the
3 whole amount of the policy, namely \$550,000. and take back the property
4 and return it to Salar's rightful ownership.

5 **55-** After the above writ-hearing, Salessi realized to have been under
6 constant private surveillance, which he believes to have been orchestrated
7 by Fidelity, and possibly, in conspiracy with FATICO, and their clients,
8 namely Ridgecrest 64, and Vineyard Bank. Often times they overtly made
9 Salessi know that they were following him, as in a form of extortion, and
10 harassment.

11 **56-** Soon after the case was set for trial, the surveillance became
12 intense, especially on some days, making Salessi suspect that something
13 must have occurred. Soon thereafter Salessi checked the public records to
14 find out that his brother, defendant ██████████ in that action, had just sold a
15 condominium which had been purchased with some of the proceeds of the
16 illegal land sale in 2002, and now cashed around \$400,000. Salessi's new
17 counsel, Bruce Weiner, wrote a letter to Mr. Mokri, esq. representing
18 ██████████ demanding the sequestrations of the funds. Two months later
19 ██████████ purchased a \$1.3 million house in the name of ██████████
20 ██████████ paying as down-payment the \$400,000. from the
21 fraudulent sale of the condominium. The fraudulent loan had been
22 provided by no one other than World Savings.

23 **57-** Salessi believes that he had been also targeted by World Savings
24 since the lawsuit in 2004, and that through banking, credit-rating, and
25 other sinister databases, World Savings, and title companies, had placed
26
27

1 [REDACTED] on their "HIT-LISTS" in order to inflict as much damage as possible
2 and to exhaust him to give up his lawsuits against them. When someone
3 applies for a mortgage, or any type of credit, his application becomes
4 available to everyone in this organized crime network and the predatory
5 lenders, by offering the best rewards to the brokers filing the applications,
6 target and hunt down their most vulnerable victims, as in here. In the
7 former case the bank was fully aware of Salessi's land lawsuit.

8 **58-** Salessi believes that with this RICO-enterprising network of the
9 financial enterprise, World Savings targeted this stolen money from
10 Salessi's company, Salar, and hunted down [REDACTED] application for the
11 \$900,000. loan which they originated to him, while laundering \$400,000. of
12 cash which was not his. Salessi found out about the loan and purchase of
13 the [REDACTED] house, around a month later, whereupon meeting World
14 Savings local fraud investigator, Mr. [REDACTED] on 2007, giving him details of what
15 happened with documentation and that they should immediately take
16 action and cancel the transaction and return the money to Salessi, or at
17 least to the court's custody. However, they took no action.

18
19 **59-** In case #1 (ie: 04CC11080), the bank knew that Salessi was
20 financially unable to retain counsel at the time, and that if Salessi came in
21 possession of significant funds, like the above \$400,000. he would retain
22 competent counsel and knock out defendants in both the lawsuits.
23 Therefore, it was in the bank's interest to do everything illegal at their
24 disposal to prevent Salessi from receiving funds. For the same reasons,
25 Salessi believes that the bank fraudulently raised interest-rate levels of the
26 fraudulent loans to make them unaffordable, as quickly as possible, and
27

1 thus to exert more influence in weakening Salessi financially. Therefore,
2 the bank laundered the \$400,000. with which they must have raised credit
3 lines accumulating to over 100 times of the above cash amount, namely
4 \$40 millions of credit line.

5 **60-** Salessi believes that the bank, having had Salessi under
6 surveillance, awaited for the right opportunity to catch Salessi off-guard
7 with its fraudulent non-judicial foreclosure operation, and that they waited
8 for Salessi's trial to commence in the land case 05CC00124, in mid-May
9 2008, and that once the trial began Golden West secretly recorded a
10 "NOTICE OF TRUSTEE SALE" which they held back and intentionally first
11 placed it on Salessi's door on 5/21/08, six days after the minimum
12 statutory deadline, per CC §2924, at a time that Salessi was in the heat of
13 his land trial, and with the malicious intent of cornering Salessi off-guard
14 with no chance to bring a proper lawsuit to halt the fraudulent foreclosure.

15 **61-** As a result of the foreclosure sale stigma Salessi could no longer
16 concentrate and thus lost the trial, and in part owing to the incompetence
17 of a last minute counsel who stepped in to help. This shock came in the
18 midst of the fact that the bank had told Salessi no sale-date was on the
19 horizon, owing to the forgery investigations by their legal department.

20 **62-** The other actor involved in this recordation and timing was no one
21 other than Fidelity National Financial, who still had Salessi under
22 surveillance. Fidelity had recorded the fraudulent 2004 credit-line deed of
23 trust, without warranty, since it had not been funded. Further, revolving
24 credit-lines, as the bank alleges to have foreclosed on, are not sum-certain
25 and are illegal to collateralize, such as with a deed of trust, on a realty,
26
27

1 since a deed of trust is on a loan with a sum-certain, not a revolver. This
2 matter is extensively discussed in the body of the complaint.

3 **63-** The hit-list targeting continues to date. Salessi still notices to be
4 under surveillance at times, and was recently targeted by a new fraud of
5 Wachovia, in the failed purchase of a car in the name of [REDACTED]

6 [REDACTED] In this incident the Jeep dealership ("Dealership")
7 prepared a credit-purchase of a Jeep with a pre-approved loan from BMW-
8 Finance, and printed a tentative contract, with BMW-Finance printed on it.
9 Next, Wachovia, having Salessi, and his family on their hit-list, saw the
10 credit-application in the national credit data-base and contacted the
11 dealership to give them the loan in return for a kickback, which they did.
12 They sent the documents to Wachovia who forged them by stamping
13 Wachovia Bank in several blank spaces, despite the fact that BMW-
14 Finance was printed on the documents.
15

16 **64-** Long before Wachovia's name surfaced, Salessi had cancelled the
17 purchase owing to the noticeable fraud of the dealership, and within its
18 cancellation period, and returned the car to the dealership, which had
19 threatened [REDACTED] to pick it up. Under threats [REDACTED] had picked up the
20 car after a week at the dealership, whereafter the name of Wachovia
21 surfaced with the first bill. Salessi had multiple telephone calls with the
22 Wachovia Dealer service staff, most of which he recorded. They harassed
23 the Salessi family for over a month and refused to either take the car or
24 deal with the dealership, which was their accomplice. Finally, a manager
25 called and promised to "...get the car off your hands...". Two months later
26 , they sent a deficiency bill of \$7,000, for having sold a \$17,000. car in an
27

1 auction. This is a simple form of criminal predatory lending practice by the
2 organized crime credit industry, and thereafter foreclosing and stealing the
3 collateral. Salessi believes that the right investigation would surface that
4 Wachovia never paid anything for the car in the first place, the same
5 credit-lending story of the fraudulent mortgage industry.

6 **65-** It is also notable that the dealership had forged the contract, in
7 many ways, including by multiplying [REDACTED] and crossing out
8 "YES" as a response to "have you had a lawsuit against you?".

9 Dealerships, and realtors, alike forge contracts for banks. The only
10 difference is the larger size of fraudulent mortgage loans, as opposed to
11 fraudulent car loans.

12 **66-** On 1/13/09, defendant Hickman told Salessi that he knows about
13 the Jeep case and that if it came to a lawsuit he will be defending that too.
14 Of course, without such complicity of lawyers, organized crimes, as in
15 here, would be short-lived. This is artfully stated by Prof. Howard
16 Abadinsky in his classic book "Organized Crime", on page 9:

17 **67- "The Lawyer as Consigliere:**

18 *In the Godfather saga, the Irish-American attorney Tom Hagen served as a consigliere for*
19 *the Corleone Family. The president's Commission on Organized Crime (1985b:3-4)*
20 *describes attorneys who appear to have played a similar role in real life. According to the*
21 *Commission, there is a small group of attorneys who have become integral parts of criminal*
22 *conspiracies, using their status as sworn officers of the court to advance the criminal*
23 *purposes of these criminal organizations. It is clear that traditional organized crime and*
24 *narcotics traffickers depend upon, and could not effectively operate without, these*
25 *attorneys. [they] also have a network of tested auxiliaries to draw upon, including former*
26 *police officers and investigators. These private investigators use their contacts within the*
27 *investigative agencies to gather information to which they are not legally entitled."*

1 **68-** Salessi has observed not only defense attorneys, but even
2 attorneys he personally retained, to have played such integral crime roles
3 for the opposite side.

4 **69-** Here, AFRCT/Hickman, the title insurance attorneys in Salessi's
5 former case, and the bank's in-house counsel such as Michael Goldberg
6 are all integral parts and parcels of conspiratorial frauds and racketeering.
7 Prof. Abadinsky would be corrected to state that a large group of attorneys
8 are involved in such criminal conspiracies, including their aiding and
9 abetting after-the-fact, by putting up "**zealous defenses**".

10 **70-** Salessi has been injured, and will continue to be injured by these
11 defendants as set forth in this complaint until and unless this court brings
12 them to face justice for the first time in six years.
13

14

15

16

17

VI FACTUAL & LITIGATION HISTORY OF CASE

18

19 **To preserve volume and simplicity this section is moved to (Exhibit-C)**
20 **but is incorporated herein with this reference, as if set forth in full.**
21

22

23

24

25

26

27

28

COUNT-1:

**QUIET TITLE; CANCELLATION OF FALSE INSTRUMENTS:
SALESSI v. Patrick Ortiz; Debra Otiz; Golden West Savings; World
Savings; Wachovia; County of Orange;**

1
2
3
4
5
6
7 **71-** Plaintiff incorporates and re-alleges all allegations stated in the
8 foregoing paragraphs, as if fully set forth herein.

9 **72-** As a result of the false and forged Grant Deed from Ortizes to
10 Salessi and false and forged WORLD/GOLDEN Deeds of Trust, these
11 instruments are void as a matter of law and the First and Second
12 WORLD/GOLDEN Deeds of Trust do not, and never did constitute liens or
13 security for the indebtedness represented.

14 **73-** The execution of forged deeds and loans; the transfers of said
15 deeds and the sale of the property by defendants was without validity,
16 defendants had no right, title, or interest in the property and had no right or
17 authority to transfer and sell plaintiff's real property to themselves in a
18 sham auction, and for no consideration; Nor did they have the right or
19 authority to commit the unconstitutional acts which they committed to
20 reach this advanced level of property theft.

21 **74-** The fraudulent transactions of defendants in Nov. 2002 did not
22 pass title to plaintiff Salessi, whereas title was kept in the Ortizes. This
23 has been proven, on the basis of facts and applicable laws, and remains
24 uncontested to this day. However, Salessi did receive "color of title", since
25 he was made to believe that he had been defrauded into purchasing the
26 subject house. Having color of title, Salessi can now quiet title based on
27

1 the doctrine of "Adverse Possession" because Salessi fulfills all the five
2 statutory elements of California's Adverse Possession laws, that is:

3 **75-** (1) The possession must be by actual occupation, open and
4 notorious, not clandestine; (2) it must be hostile to the plaintiff's title; (3) it
5 must be held under a claim of title, exclusive of any other right, as one's
6 own; (4) it must be continuous and uninterrupted for a period of five years
7 prior to the commencement of the action; (5) payment of taxes. Unger v.
8 Mooney, 63 Cal. 595, 49 Am.Rep. 100, and authorities therein cited.¹⁰

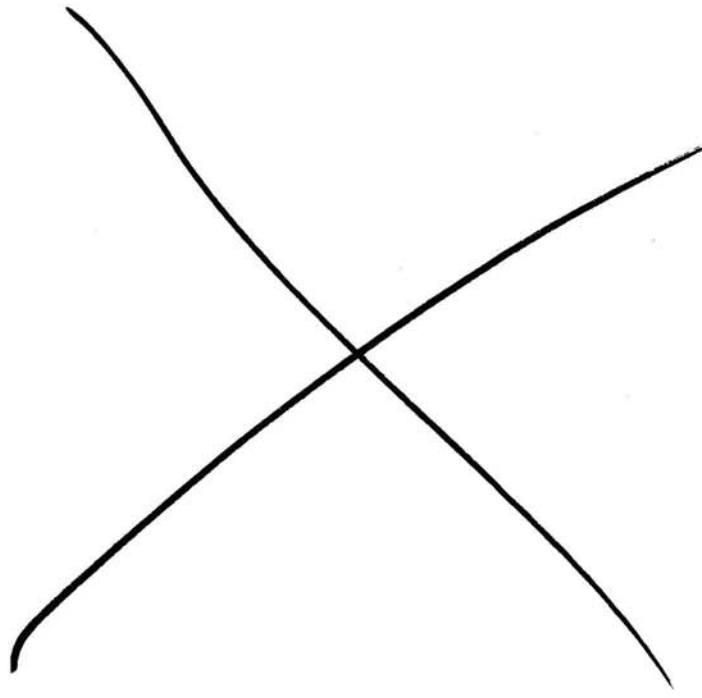
9
10 **76-** Salessi fulfills all the above conditions cited in Unger above, and is
11 thus demanding a "**Fee Simple Title**" to the property, by the way of this
12 court's judgment, as against all defendants, and their purported interests, if
13 any, in the title to the property.

14 **77-** That the court declare null and void the purported auction/take-
15 back action of the defendants, and the documents they recorded
16 purporting to grant Wachovia title to the property, and the County of
17 Orange to expunge it from the records, and further order the OC to
18 expunge all the other forged, and/or false documents of record on the
19 subject property.

20 **78- CLRA/Qui Tam:** Salessi further seeks to quiet title of similarly
21 situated individuals, in California and accross the United States, as against
22 these bank defendants. Therefore, Salessi seeks fee simple title to be
23 awarded to similarly situated individuals. The justification for this prayer is
24 that:
25

26 _____
27 ¹⁰ STECKTER v. EWING et al. (1907) 6 Cal.App. 761, 93 P. 286

1 **79-** Defendants have already received, from the federal government,
2 valuable consideration exceeding the entire amount of the outstanding
3 mortgages on their records, and are not entitled to also take the purported
4 collateral pertaining to those mortgages. As a result of the bankers'
5 plunder that took place during this decade, for which the banks were
6 rewarded over \$12 trillions, in only 5 months, the American population
7 have become forcibly subverted, and indebted, to pay for at least the next
8 100 years. Without quieting title to injured-in-fact borrowers, similar to
9 Salessi, it would be like selling them the house with the full inflated price in
10 cash, but locking them out by force, which amounts to outright theft, and
11 terror, under the color of law.
12



13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-2:

42 USC § 1983 INJUNCTION AGAINST STATE COURT PROCEEDINGS, BROUGHT ABOUT UNDER THE COLOR OF LAW: SALESSI v. Golden West; World Savings; Wachovia; Fidelity;

80- Plaintiff incorporates and re-alleges all allegations stated in the foregoing paragraphs, as if fully set forth herein.

81- To prevent the frustration of the purpose of this action, it is imperative that this federal court enjoin defendants in their fraudulently engineered Unlawful-Detainer Action and to further enjoin the appellate proceedings of Case #2 (ie: OSC Case # **30-2008-00107531**), namely Case #'s G041464 and G040958, and more importantly Case #3 (i.e.: OSC Case # **30-2008-00091741**). Case #3, above is the wrongful Unlawful Detainer Action ("UD") is set for a Summary Judgment hearing on 3/13/09, and for trial on 3/23/09. In the UD-action defendants are trying to evict Salessi and his family from his house to which they never had any right, legal, or equitable, since they were the main beneficiaries of the frauds.

82- Case #3 would have never come about, had Salessi's former counsel filed a Quiet-Title, and Cancellation-action, for which he had been retained, and which would have probably already resulted in the quieting of title in Salessi, and never have come to Case #3 causing insurmountable pain and suffering for Salessi and his family.

83- Salessi is also entitled injunction against these RICO defendants pursuant to 18 USC §1964., on which basis Salessi requests this court exercise its injunctive powers against these defendants.

1 **84-** This court has original jurisdiction to enjoin both proceedings, per
 2 inter alia, the Civil Rights Act (42 USC § 1983)¹¹, and the *Interpleader Act*
 3 (28 USC § 2361)¹², both of which empower federal courts to enjoin state
 4 proceedings relating to the same property or debt. Both the UD-Action and
 5 the pending appellate cases relate to the same subject property, pertaining
 6 to its unlawful debts, its sham auction, and the systemic obstruction of
 7 justice in state courts leading to both of the pending proceedings.

8 **85-** The "Balance of Hardship Test"¹³, which clearly tips in favor of
 9 Salessi, necessitates the injunction since Salessi, with his two young
 10 children and wife, have lived in the subject property for over six years and
 11 his children have been attending the local schools during those years.

12 **86-** On the other hand, defendants have had no hardships whatever,
 13 and we will see that only theft of property has been on their minds. In late
 14 September 2008, Wachovia came to the brink of receivership by the FDIC,
 15 owing to its unauthorized plunder of billions of dollars in the form of
 16

17
 18 ¹¹ The Civil Rights Act (42 USC § 1983), though it contains no express authority, has been
 19 construed to give *implied* authority for federal court injunctions against state proceedings.

20 [*Mitchum v. Foster* (1972) 407 US 225, 235, 92 S.Ct. 2151, 2158]

21 ¹² The term "proceedings" includes "all steps taken or which may be taken in the state court or by
 22 its officers from the institution to the close of the final process. It applies to appellate as well as to
 23 original proceedings ..." [*Hill v. Martin* (1935) 296 US 393, 403, 56 S.Ct. 278, 282-283]

24 ¹³ Even if the court is uncertain of the moving party's likelihood of success on the merits, a TRO
 25 may still issue if the moving party convinces the court that the balance of hardship tips in its favor.

26 See *Southwest Voter Registration Educ. Project v. Shelley*, 344 F.3d 914, 917 (9th Cir.2003)

27 The standard for issuing TROs and Preliminary Injunctions is the same. See *Lockheed Missile &*
 28 *Space Co., Inc. v. Hughes Aircraft Co.,* 887 F.Supp. 1320, 1323 (N.D.Cal.1995). A party seeking

injunctive relief under FED. RULE CIV. P. 65 must show either (1) a combination of probable
 success on the merits and the possibility of irreparable harm, or (2) that serious questions are
 raised and the balance of hardships tips sharply in the moving party's favor. *Sun Microsystems,*
Inc. v. Microsoft Corp., 188 F.3d 1115, 1119 (9th Cir.1999).

1 unauthorized overdrafts from its account with the Fed-System. Its stock
2 price reached Zero, whereupon it's trading was halted in order to preempt
3 a run on the bank, and its immediate receivership. Eventually Wells Fargo
4 was forced to take it, with handouts amounting to over \$100 billions, by the
5 Fed-System, the FDIC & the IRS. The amounts received by the
6 defendants have not been disclosed, but are said to be exceed more that
7 double the outstanding mortgages inherited from World Savings/Golden.

8 **87-** To materialize the Wells Fargo deal, the FDIC, the Fed-System,
9 and the IRS, engineered illegal payments to Wachovia's stockholders, as
10 compensation for their worthless stocks, since through a court-order the
11 shareholders had enjoined Wachovia's takeover. The suit was for the
12 fraud of directors, for their ongoing secretive dealings, in the final looting of
13 Wachovia's remains. The end result was that more than the face amount
14 of the total outstanding mortgages of Wachovia/Golden West was paid
15 secretly by the IRS, the Fed-System, and the FDIC, while the banks
16 continue to steal the houses whose mortgages have already been cashed,
17 without the people's knowledge or consent.

18
19 **88-** The above Wells-Fargo takeover/scam also reduced Wachovia
20 directors' potential exposures to new battles, having recently settled a
21 \$150,000,000. RICO-money laundering lawsuit in Pennsylvania.¹⁴

22 **89-** Salessi, thus prays for injunctive relief against defendants. The
23 court may grant injunctive relief as part of the judgment quieting title to
24 protect the owner against a multiplicity of suits by adverse claimants. An
25

26
27 ¹⁴ 150 MILLION DRUG MONEY LAUNDERING CASE AGAINST WACHOVIA. SEE (EXHIBIT-H)

1 injunction may be granted whenever needed to effectuate the relief
2 granted in a quiet title action. As a part of the relief the court has the power
3 to cancel improper instruments which cloud title to real property. Here the
4 instruments to be cancelled are everything recorded, or unrecorded, by the
5 defendants since 2002.

6 **90-** Injunctive relief is necessary for plaintiff's family to feel safe and
7 live in a peaceful possession of his home, free from the ongoing acts of
8 terror by the defendants, under the color of law. Plaintiff is thus asking the
9 court for a preliminary, or permanent, injunction against defendants'
10 fraudulent possession claims to the property. The proceedings resulted
11 from the conduct of the defendants in both Case #1, and Case #2, under
12 the color of California litigation related laws, whereby defendants managed
13 to deprive this self-represented plaintiff from the due process of law, to
14 have his day in court, and by preventing both cases to reach trial.

15 **91-** The bank is now trying to do the same in Case #3, that is to
16 prevent a trial, because it sees no chance of success before an impartial
17 jury. In Salessi's lawsuit, litigation gaming of defense counsel has been
18 extremely blatant, including forgeries of documents by counsel, all of
19 which have been fully supported by two judges, namely Judge Gray, and
20 Judge Monreo. In addition to that, the gaming of the legal process in case
21 #2, by Judge Monroe himself, who having lost all jurisdiction, proceeded to
22 conspire with defendants to auction plaintiff's house, and thus to steal it, all
23 under the color of state law.

24 **92-**

25 **93-**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-3:

VIOLATIONS OF FEDERAL & STATE LENDER LAWS:

SALESSI v. Golden West; World Savings; Wachovia; AFRCT; Hickman; Fidelity;

94- The allegations contained in all the above paragraphs, inclusive are incorporated in this cause of action.

95- Salessi brings this cause of action on his own behalf and on behalf of the California and the United States Communities, as a private attorney general, applying the said claims, on behalf of similarly injured-in-fact plaintiffs against these bank defendants, when and if the bank was not the physical, and legal, holder/beneficiary of the mortgages it claims to own:

96- The claims of defendants, Wachovia Mortgage, F.S.B. and Does 1 through 10 are uncertain in that their purported Trustee's Sale was invalid and barred under the doctrine of "*Ultra Vires*" on the grounds that (1) GOLDEN WEST SAVINGS ASSOCIATION CO., as the foreclosing Trustee was not duly appointed pursuant to 12 U.S.C. Sec. 3754 (d)(1) of the U.S. Banking Code, (2) Wachovia Mortgage, F.S.B. was not the holder of the note as of the date of the foreclosure action was initiated, and was not a signatory to the Deed of Trust in which the purported power to foreclose is contained and as such lacked any authority to foreclose.

97- The Trustee's Sale was also invalid and barred under the doctrine of "*Ultra Vires*" on multiple grounds, such as the fact that no duly appointed beneficiary was named, as mandated pursuant to California Civil Code §2934(a)(b), and Title 12 U.S.C. Sec. 3754 (d) (1) of the United States Banking Code, as there existed no holder of the purported note as

1 of the date of the foreclosure, or at any other time, and that Wachovia was
2 not a signatory to the purported Deed of Trust in which the purported
3 power to foreclose was contained and as such Wachovia lacked any
4 authority to foreclose, and Golden West lacked any authority to act as
5 trustee in doing the acts it contemplated¹⁵.

6 **98-** By examining, and comparing, the three documents attached
7 herein as **(Exhibit-B)**¹⁶, namely: the “NOTICE OF DEFAULT AND
8 ELECTION TO SELL”, “NOTICE OF TRUSTEE SALE” And the
9 “TRUSTEE’S DEED UPON SALE”. For Wachovia to have been a
10 beneficiary of any purported foreclosed mortgage, it is mandatory that its
11 name “Wachovia” appear in the first recorded document above, while the
12 second document has neither Wachovia, nor World Savings, as the
13 mandated beneficiary name, while the last document bears Wachovia’s
14 name as being in possession of the house. In fact a letter signed by
15 Michael Goldberg, of the bank states clearly that Wachovia is acting as the
16 servicer of the purported loan, (ie: not the holder, or the holder in due
17 course), thus implying to have acted illegally after the date of the said
18 letter, also in **(Exhibit-B)**. This detail had gone unnoticed by attorney
19 Ross, among many other details, before filing Case #2.

20
21 **99-** In other recent lawsuits, World Savings continues to appear under
22 the same name, while here it had interjected itself as Wachovia, and had
23 chosen to commit further statutory violations, whereby without a
24

25
26 ¹⁵ This argument is under the false assumption that the loans had not been fraudulent, or forged.
27

1 substitution of trustee or substitution of beneficiary which is a precondition
2 to any lawful foreclosure process, whenever beneficiary's name changes
3 for any reasons.

4 **100-** The law that the foreclosing beneficiary must bear the same name
5 as the name of the note holder is established law, by inter alia, the well-
6 known federal Judge Boyko opinion, which is herein attached as (**Exhibit-**
7 **F**). The Boyko Opinion has been reaffirmed by the California's Judge Chin,
8 and Bufford, in recent federal opinions. Therefore, on the basis of the
9 foregoing, the purported auction-sale conducted by Wachovia on 7/15/08
10 was barred under the doctrine of "*ultra vires*" and is thus void, and must be
11 declared null and void, and be ordered expunged.

12
13 **101-** The acts of Wachovia in instituting its foreclosure sale was further
14 barred under the doctrine of "*ultra vires*", based on the violations of, inter
15 alia, the following United States Banking Codes:

- 16 - 12 U.S.C. Sec. 3755(a)(2)(A) which forbids the institution of any
17 foreclosure proceedings when a related judicial, or non-judicial,
18 proceeding is pending. In this case an appeal was pending against
19 World Savings, until after the purported auction sale;
- 20 - 12 U.S.C. Sec. 3760 which barred AFRCT's direct participation in
21 the auction, and to instruct defendant Fidelity's auction agent not
22 to adjourn his sham auction when he was served a document by
23 Mr. William Mishlove, a process server, who observed Mr.
24 Hickman and the auctioneer, before, and throughout their acts;
- 25 - 12 U.S.C. Sec. 3763 which barred the recoding of any transfer of
26 title documents pertaining to rights of possession, while having in
27 their possession the recorded uncontested title documents which
28 have been encumbering the title since early 2008;
- 12 U.S.C. Sec. 3765 which barred Wachovia from any claims as
it was not a bona fide purchaser, owing to all the above matters;
-

1 **102-** Owing to the nullity of the original purported notes, and trust-
2 deeds, and the nullity of the assumption note and trust-deed, no new valid
3 obligation was ever created and no holder, or holder in due course, ever
4 existed. This is probably the reason for the bank's not to name any
5 beneficiaries on their fraudulently recorded "NOTICE OF TRUSTEE
6 SALE". The lack of beneficiary made the NOTICE completely void by itself.

7 **103-** The above stated lack of beneficiary name proves that the
8 fraudulent NOTE, and its fraudulent DEED OF TRUST had not been
9 acquired by, or transferred to, Wachovia in any way, thus violating the
10 FDIA, 12 U.S.C. § 1823, thus taking the purported NOTE out of FDIA, and
11 making it a nullity as in: where the Court stated that § 1823 does not apply
12 to every inquiry concerning an asset by stating: It does not apply when the
13 court determines an asset is invalid for fraud or for breach of bilateral
14 obligations contained in the asset. ¹⁷ **FDIC @ 639.**

15 **104-** Where the case further stated: In either case, under state law, the
16 cause of action is extinguished before the FDIC ever acquired the asset
17 (Filing No. 36, p. 8). This Court finds the magistrate's reasoning
18 persuasive. Specifically, any cause of action against the defendant was
19 extinguished prior to the declared insolvency of the bank¹⁸.

20 **105-** In the Salessi Case, as quoted in the Percival case here, the bank
21 had no valid instruments to foreclose on: (§ 1823(e) does not apply to
22 instruments rendered void by real defense of fraud in the factum).¹⁹
23
24

25 ¹⁷ *FDIC v. Merchants National Bank of Mobile*, 469 U.S. 829, 105 S.Ct. 114, 83 L.Ed.2d 57 (1984),

26 ¹⁸ *FDIC v. PERCIVAL* 752 F.Supp. 313, 14 UCC Rep.Serv.2d 355

27 ¹⁹ *Langley v. Federal Deposit Insurance Corporation*, 484 U.S. 86, 89, 108 S.Ct. 396, 399, 98 L.Ed.2d 340 (1987)

1 **106-** The 2004 NOTE, and its DEED OF TRUST, even if properly
2 notarized and recorded, were nullities in several ways. First, the NOTE:
3 a. replaced a none-existing former forged note, which note was
4 never produced and was worthless;
5 b. was supposed to assume a former fraudulent second
6 “PIGGYBACK” mortgage note, which was never produced;
7 c. was fraudulently switched with a new loan, as a refinance, thus
8 violating all the banking, and interstate commerce laws,
9 resulting in a brand new fraud charge against the bank²⁰, under
10 the fraud in the factum cause of action, CC §1572, thus by
11 itself, nullifying the purported note and its trust-deed;
12 d. the above fraudulent refinance, discovered as a new fraud on
13 1/6/09, whereby the bank violated 18 U.S.C. §1961(6) for the
14 creation of a new unlawful debt. Further, it violated 18 U.S.C.
15 §1962 for its persistent attempts in the collection of the
16 unlawful debt. Furthermore, defendants Hickman/AFRCT,
17 Fidelity, Monroe, were all actively in violation of 18 U.S.C.
18 §1962 for their RICO efforts in the collection of the new
19 unlawful debt, whereupon defendant Monroe stated, on the
20 record, multiple times that: “...Salessi has not been paying
21 rent...” thus legislating from the bench, or presuming that it was
22 his job to collect rent for the fraudulent bank.
23
24
25

26 _____
27 ²⁰ This detail was first revealed by defendant Hickman, on 1/6/09, after a hearing, whereafter Salessi had the
28 documents examined by a loan broker who told him that the creation of a new trust-deed amounted to a REFINANCE;

1 **107-** Defendant bank violated California Commercial Code § 3501(a) by
2 its failure to make a demand for the payment of the fraudulent note/s,
3 since it knew they were not collectible, and further violated § 3501(b)(2) of
4 the above code, by failing to establish its right to enforce the payment of
5 the purported note/s, that is by producing the original/s of the note/s, not
6 photocopies, or certified photocopies, or perjured declarations of their paid
7 staff, like defendant Hickman who is a hired gun and prepared to lie about
8 anything, and anywhere, for good money. As such, with these violations
9 none of the defendants brought to any courts the purported note/s at
10 issue, and have made no pretense that they hold the note/s. Under
11 California law, only the holder of a note is entitled to enforce it...see Cal.
12 Com. Code §3301.²¹

14 **108-** Defendants violated California and Federal Evidence code,
15 including their failures to authenticate the copies of the DEEDS OF
16 TRUST in the following way, as quoted from Vargas, Supra:

17 **A certified copy of a public record must be made “by the**
18 **custodian or other person authorized to make the**
19 **certification....”FED.R.EVID. 902(4). In addition, the certification**
20 **of a domestic document must comply with paragraph (1) (for**
21 **documents under seal) or (2) (for documents not under seal) of**
22 **Rule 902. If the document is not under seal (as appears in this**
23 **case), the signature must be “in the official capacity of an officer**
24 **or employee” of a governmental entity qualifying under**
25 **paragraph (1). Finally, the certification must include a**
26 **certification under seal, made by “a public officer having a seal**
27 **and having official duties in the district or political subdivision**

28 ²¹ Bkrcty.C.D.Cal.,2008. In re Vargas 396 B.R. 511

1 of the [certifying] officer or employee” that the signer “has the
2 official capacity and that the signature is genuine.” All of this is
3 missing from the purported certification. Thus, the court must
4 assume that Ms. Urquijo has no authority whatever to certify the
5 deed of trust. Here, the authenticity of the deed of trust is
6 disputed by the debtor. Presumably in consequence thereof,
7 MERS has declined to move its admission into evidence. *Id.*

8 **109-** In the related Salessi cases, nowhere have the defendants been
9 able to produce such authentications, or certifications. Thus this court, or
10 any other court, must presume, as in Vargas above, that their purported
11 deeds are fraudulent and void, owing to their frauds in the factum. In fact
12 now, that the County of is also a defendant in this action, it will be
13 compelled to either authenticate, or dis-authenticate (and hopefully
14 expunge) the original forged deeds of trust and grant deeds, bearing the
15 forged signature-acknowledgments of Ann E. Skinner, and her Notary
16 Stamps, pursuant to the violations of PC §§115; 470:480. OC-Recorder
17 had refused to do any of the above in Feb. 2008, upon their own discovery
18 of Skinner’s forged signatures and acknowledgments.

19 **110-** Bank defendants further violated FDIA (12 U.S.C. § 1823(e)) by
20 applying it to a purported 2004 note which they declared to be a \$100,000
21 revolving line of credit, while the FDIA applies only to sums certain. See²²

22 **111-** They have repeatedly violated California Rules of Evidence,
23 including Evid. Code, §§ 1271; 635; 1400; by fraudulently applying
24 presumption which is not applicable to a revolving line of credit
25 agreement. Even though the bank knows that no money was ever

26
27 ²² Remington Investments, Inc. v. Hamedani 55 Cal.App.4th 1033, 64 Cal.Rptr.2d 376,
28

1 advanced to Salessi they have gone against all laws to force the court to
2 accept the contrary. The 2004 promissory note, had it been devoid of fraud
3 in the factum, would have been only a conditional agreement to repay
4 whatever sums might periodically be advanced to Salessi. The mere
5 existence of this line of credit agreement does not support a presumption
6 that the full amount of the line was ever advanced. For the same reason,
7 the Promissory Note document would not, for example, be negotiable.²³

8
9 With this application in mind, Salessi has always declared that not even a
10 \$1 of this \$100,000. had ever been advanced to him, thus the bank is at a
11 complete loss, and in deep fraud, with their purported evidence.

12 **112-** The fraudulent acts of these defendants as described above has
13 been the proximate cause of Salessi's injuries, and those similarly injured,
14 and ongoing emotional terror owing to the defendants illegal conducts.

15 Therefore, Salessi seeks civil, and potentially criminal, remedies against
16 these defendants and their officer, directors, and counsel. The sought
17 remedies are also on behalf of thousands of families who have been
18 similarly victimized by these defendants.

19 **113-**

20 **114-**

21
22
23
24
25
26
27 ²³ **Id. @**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-4:

FOR EQUITABLE SUBROGATION

SALESSI v. Commonwealth, Skinner, Coast Cities Escrow; Cameron Merage; County of ; Golden West; World Savings:

115- The general allegations and the allegations contained in all the above paragraphs, inclusive are incorporated in this cause of action.

116- The above defendants all benefited in the theft of Salessi's \$55,000 in 2002, and by the chain forgeries and recordation of the property instruments.

117- Not knowing all the true facts about the forgeries and frauds of these defendants, Salessi commenced Case #1-OSC 04CC11080, in 2004. Eventually, and upon default prove-up trials of October 25-26, of 2007, Salessi obtained **judgments totaling \$825,000.** against four defendants, the said defendants were: Century Funding; its agent Frank Peimani; Southwood Pest Control (Southwood); Dana Ballard (Ballard).

118- The judgment defendants, collectively, had probably received less than \$25,000. for their conspiracies with the defendants in this count. Salessi has been unable to collect one cent from the judgment defendants, who seem to be judgment-proof.

119- Salessi is entitled to an equitable subrogation, and substitution of judgment debtors, against the defendants named in this count, since the four judgment defendants, were at all times agents, representatives, and/or associates-in-fact, of the defendants in this count, and worked for their benefit to procure the fraudulent sale, and the fraudulent loans.

1 Century Funding was a direct wholesale lending agent of the bank
2 defendants, acted as the principals of Century Funding, which had
3 brokered thousands of loans for World Savings/Golden West. Ballard and
4 Southwood had conspired with Merage Defendants, as their principal, in
5 the fraudulent inspections of numerous properties, including Salessi's. A
6 few of their fraudulent inspections, for Merage, had led to lawsuits.
7 Merage-defendants have dozens of fraud lawsuits against them in and Los
8 Angeles Counties.

9
10 **120-** By this court's finding that, in 2002, this court's defendants acted
11 as principals of Salessi's judgment defendants, this court can order the
12 substitution of judgment debtors for the 2007 judgment as against these
13 defendants, jointly and severally.

14 **121-** This court has jurisdiction to substitute, and subrogate, the
15 judgment defendants with this court's defendants, pursuant to **28 USCA**
16 **§1738, the Full Faith and Credit Act**. It is further unfair that Salessi
17 continues to suffer emotional, physical, and financial injuries even in
18 collection of court-entered judgments, and for over six years.

19 **122-** On this count Salessi is entitled and therefore seeks relief to collect
20 from this court's defendants the entire judgment, as entered against
21 judgment defendants in 2007 (**Exhibit-E**), with its applicable incurred
22 interests and costs. Wherefore, Salessi seeks a pretrial judgment from this
23 court against this court's defendants, as a substitution for the former
24 judgment.

25 **123-** 1

26 **124-** 1

COUNT-5:

VIOLATIONS OF CIVIL & CONSTITUTIONAL RIGHTS (42 USC §1983)
UNDER THE COLOR OF STATE LAW

SALESSI v. William M. Monroe, Frederick Hickman; AFRCT; Golden West; World Savings; Wachovia; County of Orange;

1
2
3
4
5
6
7 **125-** With apparent authorities, and under the color of state law, Judge
8 Monroe, in violation of Salessi's 5th, 7th, and 14th Amendments to the
9 United States Constitution, as well as in violation of his civil rights pursuant
10 to 42 U.S.C. §1983, among other acts, refused to follow due process of
11 law in the proceedings of Case #2 in his court by teaming with the
12 defendants in the theft of the subject property from plaintiff, in violation of
13 inter aila, 18 USC §242. Plaintiff believes that, in the instant case, judicial
14 immunity does not apply to Judge Monroe particularly that his judicial
15 authority, thus jurisdiction, had been cut off on the morning of 8/7/2008,
16 before he began conspiring with defendants, in *ex parte*, planning with
17 them in the fraudulent auction of the house the next week, while first telling
18 them that he had been "Hit with a challenge this morning...", and the fact
19 that the challenge in fact had the effect of a gag-order, making it illegal for
20 the judge to make any comments to any party in the lawsuit until the
21 challenge had bee properly dealt with.

22
23 **126-** Therefore, all the acts of the judge, followed by his receipt of the
24 8/7/08 challenge, were *ultra vires*, and that his judicial immunity was
25 overcome, as his actions were in complete absence of all jurisdiction. See.
26
27
28

1 Waco v. Mireles²⁴ quoting from Forrester²⁵ “a judge is not immune for
2 actions, though judicial in nature, taken in complete absence of all
3 jurisdiction²⁶.”

4 **127-** In application of judicial immunity, in Pulliam v. Allen²⁷, the
5 Supreme Court stated that “...This provision of the law is not for the
6 protection or benefit of a malicious or corrupt judge,...”. The above quote
7 applies directly to Judge Monroe, as can be read in the forged transcript of
8 the court-reporter, dated 7/8/2008: **Please see (Exhibit-C) transcripts.**

9 **128-** Further, the judge, ordered the alteration of the 7/8/08 transcript as
10 indicated in the attached exhibit, and the judge further perjured himself by
11 his statements on the recorder’s transcript of 7/15/08, as it appears in the
12 same exhibit, amounting to judicially admitting to further alterations of the
13 court’s transcript than was actually done. Process server William Mishlove
14 has his affidavit on the record regarding the judge’s proximate statement
15 on 7/8/08 in scheming with Hickman/AFRCT to sell the house.

16 **129-** Therefore, at that point, on the morning of 7/8/2008, Judge Monroe
17 no longer had a judicial function in Case #2, and should not be granted
18 such immunity. Further, if plaintiff can not seek due process against the
19 judge’s misconducts, he has absolutely no other recourse. Plaintiff took
20 the matter of “Challenge for Cause” all the way to the California Supreme
21 Court, however, to no avail. It turns out that, pursuant to such failed
22
23

24
25 ²⁴ Waco v. Mireles, 502 U.S. 9, 112S.Ct. 286

26 ²⁵ & 48, Forrester v. White, 484 U.S., at 356-357; Bradley v. Fisher, 13 Wall, at 351.

27 ²⁵ PULLIAM v. ALLEN, 466 U. S. 522 (1984) @ 531.

1 challenges, the Santa Ana Court of Appeal summarily denies all writ-
2 proceedings, and that thereafter the Ca. Supreme Court affirms their
3 denials. The Ca. Commission for Judicial Misconduct has an even lower
4 rate of concern in such matters, thus making little sense to resort to. Thus
5 even though the judge repeatedly violated CCP §170.3, no one at the
6 state level cared less, and the challenge statutes are apparently treated as
7 a void.

8 **130-** The bank defendants, and their counsel, as listed above have also
9 been complicit in their acts, all under the color of state, and/or, federal
10 laws, in their conducts and their defense to their wrongful conducts, by
11 among others, forging and recording false declarations and court-orders,
12 subornation of perjury in declarations they provided to courts, extortion,
13 blackmail and the like.

14 **131-** As can be seen in the above-referenced transcripts, the judge and
15 the bank defendants intentionally ignored Judge Gray's judgments entered
16 against four defendants, establishing Salessi as the ultimately prevailing
17 party in Case #1, while accepting fraudulent declarations of defendants
18 that Salessi had lost the case.

19 **132-** The County of Orange ("OC") has likewise, and under the apparent
20 authority of the color of state law has seriously violated Salessi's
21 constitutional civil rights by, among others, recording forged and fraudulent
22 documents, and refusing to take any steps to expunge the said
23 documents, or even conduct an investigation as mandated by Gov. Code
24 §11180.5. This refusal to take any action, despite OC's dominion and
25 control over all the records, and the recording processes inculcates them
26
27
28

1 in the large-scale, county-wide, real-estate, title and lending frauds, which
2 have generated trillions of dollars of income for a few, but miseries for the
3 masses.

4 **133-** Salessi has been injured emotionally, physically, and financially, for
5 over 6 years by the complicities, and or reckless negligence of OC and is
6 thus entitled to relief against them as against the other defendants in this
7 court. Salessi also seeks similar relief for other similarly situated injured
8 Orange County residents from these defendants.

9 **134-** All these defendants have been the proximate cause of injury
10 to Salessi, and similarly situated people, and Salessi will seek damages
11 against them according to prove at the time of trial.
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-6:

FOR PREPARATION & RECORDATION OF FALSE DOCUMENTS

SALESSI v. Commonwealth, Skinner, Coast Cities Escrow; Cameron Merage; Golden West; World Savings; Wachovia; County of Orange:

135- The general allegations and the allegations contained in all the above paragraphs, inclusive are incorporated in this cause of action.

136- On, or about, 11-7-2002 defendants, without Plaintiff's knowledge or consent, fabricated and recorded at least two forged Grant Deeds, and at least two Forged Deeds of Trust,. The said Deeds had been forged by defendants in the following way:

137- All the signatures, and mandatory details, appearing on the Aloma property's GRANT-DEED are forgeries. These forgeries include, but are not limited to, the following material items each of which items, on its own, rendered the GRANT-DEED null and void by the operation of law, as of the date of recording by Commonwealth, on 11/7/2002:

- a. the purported signatures of Patrick Ortiz (a fictitious name);
- b. The purported name of seller Patrick Ortiz, who does not exist;
- c. the purported signature of Debbie Ortiz (a fictitious name);
- d. the purported name of seller Debbie Ortiz, who does not exist.

The true names of the purported grantors were Patrick F. Ortiz and Debra A. Ortiz;

- e. notary acknowledgement of defendant Skinner who was in Florida on the date of acknowledgement;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

f. notary stamps and signatures purportedly of Ann E. Skinner, Coast's manager, are all forgeries, evident even to untrained eyes, and in comparison to her signatures on her notary oath, and bond.

g. The Assessor's Parcel Number 637-124-012 is false;

h. The dates appearing as the date document created and the date executed are in reverse order and render the deed void by itself.

138- As a result of the above detailed forgeries the forged Grant Deed did not pass legal title to Plaintiff Salessi, and as such legal title still remains in the names of defendant Ortizes, as in when they purchased the property in 1997 with the Grant-Deed. Defendants thus violated the California common laws as set forth below:

139- The subject property forged Grant Deeds is void, in the Salessi case: A forged deed is completely void and ineffective to transfer any title to the grantee²⁸, here Salessi. A subsequent title derived through a forged instrument is completely unenforceable, even if recorded and held by a bona fide purchaser.²⁹ Therefore, as a matter of law the Grant Deed from the Ortizes purporting to grant title to Salessi is completely void and the Ortizes must be ordered to deliver to plaintiff a legally acknowledged, and notarized, Grant Deed, signed, notarized and acknowledged at plaintiff's

²⁸ Wutzke v. Bill Reid Painting Service, Inc. (1984) 151 Cal.App.3d 36, 43 [198 Cal.Rptr. 418]; Forte v. Nolfi (1972) 25 Cal.App.3d 656, 674 [102 Cal.Rptr. 455] (note and deed of trust); West's Key Number Digest, Deeds ¶56(5), 70, 196(2), 211(3) [Miller & Starr: § 8:53. Forgery].

²⁹ AS ABOVE

1 presence. In the alternative, the court should issue a judicial fee-simple
2 title in plaintiff Salessi.

3 **140-** By the multiple known acts of forgery and recordation, defendants
4 also violated Title 18 USC §1341 (mail fraud), in addition to Title 18 USC
5 §1343 (wire fraud), in four counts. By these acts they established a pattern
6 of such criminal conduct, and thus satisfied the violation of RICO Title 18
7 USC §1961-1968, , with mail and wire frauds as its predicate acts.

8 **141-** Against these defendants Salessi is entitled to at least \$40,000. of
9 civil damages for four counts of felonious recordations, pursuant to PC
10 §115. Further, Salessi is probably entitled to four times \$75,000. as
11 criminal penalties for each count of felonious recordation. The state has
12 waived its rights by refusing to take any action, and thus siding with the
13 defendants here, therefore, Salessi believes that this court can render
14 such judgment for Salessi.

15 **142-** Salessi further seeks RICO damages against these defendants for
16 their criminally-patterned acts in this regard, pursuant to 18 USC 1962.

17 **143-** These defendants have jointly, and severally, been the actual and
18 proximate cause of Salessi's damages in the past 6+ years, therefore,
19 Salessi is entitled to relief against them.
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-7:

FOR STATUTORY, AND NON-STATUTORY, BOND DAMAGES

SALESSI v. WESTERN SURETY COMPANY:

144- Plaintiff herein realleges and by reference incorporates herein each and every allegation of the above paragraphs of this Complaint as if set forth in full herein.

145- Defendant surety executed its official bond (Bond No. 1325672) as surety for and on behalf of defendant Skinner, as notary public, in the specific sum of \$15,000., for each incident of false notarization, and in accordance with the requirements of Government Code § 8212. Bond was given to assure the faithful performance of the official duties of defendant notary as notary public. A bond with a four year term was executed on or about October 26, 2001, and was in full force and effect during November 2002, when the documented forgeries occurred. A true and correct copy of the bond is attached hereto as **(Exhibit-G)** and incorporated herein by this reference. Also a true copy of Ann Skinner's Notary Oath is attached to the said exhibit, and is incorporated herein, for comparison of her true signatures with her signatures forged by Karen Mitchell, and or, other Coast Cities Escrow defendants.

146- Upon the occurrence of a fraudulent notarization, Defendant Surety Bonding is contractually obligated to pay the victim of such fraud, the sum of \$15,000. for each incident (i.e.: document) falsely notarized. Thus four falsely notarized and recorded documents as in here amount to

1 an actual amount of \$60,000. to be indemnified by this defendant
2 according to the California Statute.

3 **147-** In this case the duty of Defendant notary Skinner was
4 established by statute, namely Civil Code §1185. Defendant Skinner
5 conceded the violation of this duty by admitting not to have been in
6 California when the fraudulent acknowledgments were forged by the Coast
7 defendants. This violation created a liability upon the notary's surety.
8 However, defendant Surety refused payment, despite having received
9 proof of Skinner's wrongs and of plaintiff's damages and proof of monetary
10 judgments received against other defendants, rendering plaintiff prevailed
11 in OSC # 04CC11080.
12

13 **148-** On, or about, February 7, 2008, plaintiff initiated a claim with
14 the defendant Surety and followed up for over two months of
15 communications and by supplying them with extensive information. At the
16 end the Surety denied plaintiff's claim and thus became further liable to
17 plaintiff for insurance bad faith, per inter alia, California Insurance Code §
18 790.3, et seq. The untimely denial of the Surety caused plaintiff to have to
19 succumb to an unlawful trustee sale by Golden West, et al, as Salessi did
20 not have funds to obtain competent counsel to quiet title, and expunge the
21 forged instruments. The said action would have also prevented the
22 wrongful foreclosure on the property. Had Surety paid its statutory
23 liabilities timely it would have cut off its further liabilities to plaintiff and
24 would not have become further liable for insurance bad faith, and now
25 exposed to unlimited liabilities.
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

149- The amount of damages suffered by plaintiff far exceeds the amount of the bond. As a proximate result of the false and fraudulent notarization purportedly by, or by the subornation of frauds and forgeries by Defendant Skinner, Salessi has been damaged in the amount far exceeding \$60,000, and will seek such other damages from Surety.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-8:

**FOR ESTABLISHING CONSTRUCTIVE TRUST AND DISGORGEMENT
OF PROFITS**

**SALESSI v. Ortizes; Coast Cities Escrow; Cameron Merage; Golden
West; World Savings:**

150- As a proximate result of the fraud and forgery of Defendants as alleged in the Actual Fraud Cause of Action and specifically, the submission of false, fraudulent, and forged grant deeds, and forged WORLD Deeds of Trust, the above named Defendants and several does inclusive, obtained proceeds by fraud, without adequate consideration, and hold the proceeds of the loan as constructive trustees for the benefit of plaintiff Salessi.

151- The proceeds of the loan were purportedly wired to Defendant Merage who in turn distributed them as he pleased, to the other defendants. Salessi is informed and believes after payment of the outstanding encumbrances against the Property, that the amounts were wired to Defendant's Ortizes and paid to former Defendant Abercrombie, and yet unknown defendants. Salessi will amend this Complaint when the identities and amounts received by Defendants are ascertained.

152- The loans and distribution of the "proceeds of the fraudulent transaction constitutes a fraudulent conveyance as defined by California Civil Code Sec. 3439.04 because it was made with actual intent to hinder, delay, and defraud Salessi and to prevent him from purchasing a desired

1 house. Accordingly, Salessi has the right to set aside such fraudulent
2 conveyances.

3 **153-** The constructive trust claimed by plaintiff can be calculated on the
4 following financial bases: As per the minimum fractional reserve base of
5 20 times (ie: 5% deposit), as set by the Basel Accord, and as pled by
6 plaintiff in his OSC case # 04CC11080, defendants WORLD and their
7 assigns deposited plaintiff's cash funds of approximately \$ 55,000. to
8 obtain credit lines of at least \$1,100,000. which is twenty times of plaintiff's
9 deposited funds. That the funds WORLD fraudulently transferred out to
10 other defendants was not from plaintiff's cash deposits but from the above
11 credit line of at least \$1,100,000. and possibly as high as \$11,000,000. (ie:
12 100 times, which has proved to be the recent practice base of lenders-
13 base on only a 1% deposit margin)³⁰. These credit lines is what plaintiff
14 has termed Ponzi dollars, or Ponzi E-dollars, and as such plaintiff claims
15 that WORLD and its successors and assigns, such as WACHOVIA, hold,
16 in their constructive trust, any and all benefits obtained from the above
17 credit-lines and their roll-overs, which credit-lines and profits had been
18 created with plaintiff's hard funds.

19
20 **154-** Similar constructive trust damage calculations apply to every
21 payment of Salessi, totalling over \$220,000, in the course of five years.

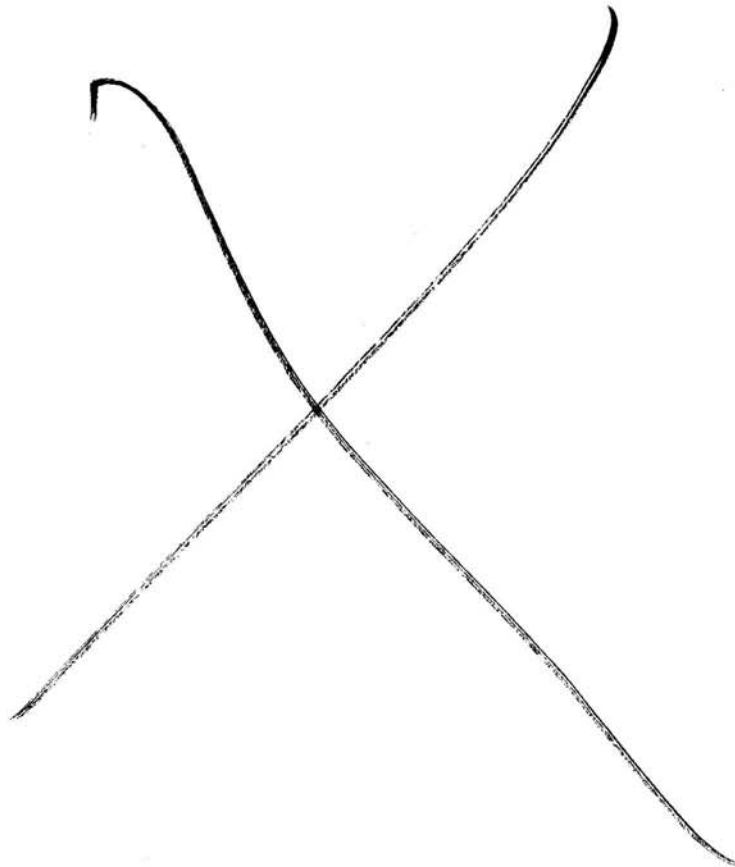
22 **155-** Salessi also seeks similar constructive trust damages regarding the
23 \$400,000. stolen funds from Salar Investments Inc. and laundered by
24
25

26
27 ³⁰ According to FDIC's recent valuation of assets of all banks to be worth 1/100th of their claims.

1 World Savings/Golden West, in the name of Salessi's ailing father, who
2 neither speaks nor reads English.

3 **156-** The Ortizes similarly benefited by purchasing a house with the
4 fraudulent proceeds and selling it with an \$800,000. profit and purchasing
5 other real-estate and assets with those proceeds. Salessi claims that the
6 ill-gotten gains from the above fraudulent transfers are in the constructive
7 trust of the Ortizes, and similarly requests its recovery, upon trial.

8 **157-** CLRA: Salessi, on behalf of the California and the U.S.
9 Communities similarly claims constructive trust and disgorgement such
10 profits made by World Savings/Golden West, and thus prays for their
11 return to their rightful owners.
12



13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-9:

**FOR SPECIFIC PERFORMANCE OF TITLE INSURANCE POLICY AND
FOR RICO & INSURANCE BAD-FAITH PER INS. CODE §790.3**

SALESSI v. Commonwealth Title Insurance Company

158- Plaintiff herein realleges and by reference incorporates herein each and every allegation of the above paragraphs of this Complaint as if set forth in full herein.

159- Defendant Commonwealth had procured an adhesive contract of title insurance indemnity and cashed the proceeds in Nov. 2002, without Salessi's knowledge, or consent, since Salessi had no idea an entire escrow transaction had been forged from A to Z. Commonwealth thereafter breached its contract since it was a part and parcel of the forgery operation orchestrated by Merage defendants.

160- Commonwealth facilitated the theft of Salessi's \$55,000. by Merage, and then the purported funding and wire transfers from World Savings/Golden West to Merage and its distribution to the other defendants and to Commonwealth. Salessi outlined the sequence of the uncontested facts proving that Commonwealth played a crucial role in facilitating the fraudulent transaction, the theft of funds, with followed with their felonious recordation of forged loan and deed documents.

161- Upon finding of forgery of loan, or grant-deed documents, a title insurer such as Commonwealth here, is obligated to indemnify its insured (here, Salessi) the statutory amount of the policy limit, which in this case was \$443,000. of 2002 dollars, which amount they were obligated to pay

1 to Salessi upon his first inquiry into the illegalities of the transaction and to
2 claim the damages from the Merage defendants. However, they chose not
3 to, because together with those defendants they have recorded thousands
4 of some such forgeries³¹. Salessi asks the court to enforce the title
5 insurance policy as it stands on its face, and that is to be indemnified the
6 face amount of the policy at the payment date's dollar valuation.

7 **162-** Further, Salessi is entitled to RICO damages against the insurer
8 for its clear pattern of mail and wire frauds, with four consecutive
9 feloniously fabricated and recorded documents, amounting to at least 20
10 acts of wire and mail fraud, only on the part of the insurer.

11 **163-** Salessi further claims bad-faith damages against Commonwealth,
12 pursuant to Ca. Insurance Code §790.3 et seq., since it has continuously
13 evaded, and defied, to be either in breach of contract or of having
14 committed any mistakes, despite the fact that they have had forensic
15 hand-writing experts analyze and ratify the forged signatures of Ann E.
16 Skinner, which signatures the Commonwealth staff have falsely
17 acknowledged to be true and correct, knowing for a fact that they were
18 forgeries, and knowing that Skinner had left for Florida for two weeks, and
19 that all the purported signatures and stamps of her, on all documents
20 coming from Coast Cities Escrow were without a doubt forgeries. Multiply
21 that by at least 20 house sales per day, times 10 days, that is around 200
22 houses, amounting to at least 800 documents, forged like printing
23 newspapers! Having done similar forgeries for ten years amounts to over a
24
25

26
27 ³¹ As Carol Butler had told Salessi: "...signatures are usually forged for clients' convenience..."

1 million documents, in Orange County alone, which is why the County of
2 Orange has a fraudulent policy to record all the false documents and never
3 to investigate forgery complaints.

4 **164-** Therefore, defendant here is liable to Salessi for bad-faith
5 damages according to proof upon trial.

6 **165-** The act of this key defendant had been the proximate and actual
7 cause of Salessi's damages, since but for their fraudulent recordation
8 Salessi would not have been forced to believe that a fraudulent transaction
9 had completed and that Salessi had been compelled to take possession
10 and assume ownership of the house, while in fact receiving no ownership
11 interest at all since the grant-deed had been forged.

12 **166-** CLRA: Salessi seeks similar damages against Commonwealth, on
13 behalf of all those Merage /Coast clients whose documents were also
14 forged by Merage with Skinner's forge signatures and notary stamps.
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COUNT-10:

FOR PROFESSIONAL LEGAL MALPRACTICE:

SALESSI v. John Chakmak; Buxbaum & Chakmak Law Corp.:

1
2
3
4
5 **167-** Plaintiff herein realleges and by reference incorporates herein
6 each and every allegation of the above paragraphs of this Complaint as if
7 set forth in full herein.

8
9 **168-** After retaining these Defendants, in late 2006, to represent Salessi
10 in the appellate process of Case #1 (04CC11080) defendants neglected to
11 file the "NOTICE OF APPEAL" against he dismissals of World Savings and
12 Roshdieh. Thereafter, they failed to refund Salessi's and lured him into
13 keeping the failed contract for the additional defendants, for whom they did
14 file timely notices of appeal, however, one year later these defendants
15 again failed to file any opening brief and the time expired again.
16 Thereafter, defendants refunded partial, but not all the funds and held the
17 funds hostage until, and unless Salessi signed a waiver of liability with
18 them, which waiver he refused to sign.

19 **169-** As a result of their failure to file, in Case #1, Salessi lost his right to
20 bring to trial World Savings/Golden West, and Roshdieh, and continued to
21 pay exorbitant, and fraudulent, mortgages for another year, until after the
22 discovery of the forgeries, whereupon these defendants refused to aid
23 Salessi in cancellation of the forged instruments, and further failed to file
24 any motions to vacate dismissals of several defendants, which dismissals
25 Mr. Chakmak was convinced to have been void, owing to the frauds of
26 their counsel. To make things worse after one year of waiting, and
27

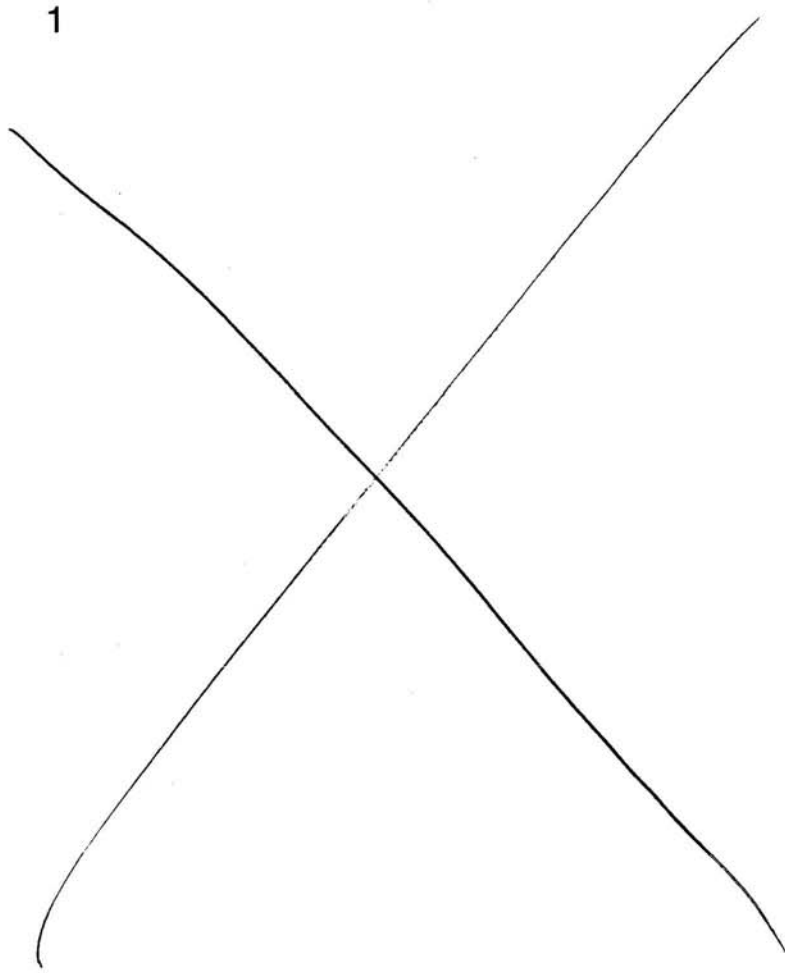
1 charging Salessi additional substantial fees defendants failed to file any
2 documents with the court of appeal, and intentionally let Salessi's case
3 wither and die.

4 **170-** Therefore, as a proximate, and actual cause of these defendants
5 professional malpractice Salessi, and his family, suffered insurmountable
6 emotional, physical, and financial burden and damages, to be proven at
7 the time of trial.

8 **171-** 1

9 **172-** 1

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



PRAYER FOR RELIEF:

1
2
3 **173-** WHEREFORE, Plaintiff prays for judgment against Defendants,
4 and each of them, on each corresponding cause of action to that
5 defendant, as follows:

6 **174-** For quieting fee simple absolute title against all defendants;

7 **175-** For injunctions against the pending state proceedings;

8 **176-** For equitable subrogation and substitution of these defendants to
9 pay Salessi's judgments of \$825,000. as entered on 10/26/2007;

10 **177-** For \$60,000. statutory bond damages against Western Surety;

11 **178-** For an injunctive, and/or prospective relief from Judge Monroe's
12 rulings;

13 **179-** For specific performance of Salessi's title insurance contract with
14 statutory damages of \$443,000. of 2002 dollars;

15 **180-** For Insurance bad-faith against title insurer and bond company;

16 **181-** For cancellation of all the documents, recorded, or unrecorded, by
17 defendants regarding the subject property, since 2002;

18 **182-** For a blanket injunction against defendants to conduct any further
19 foreclosures, or to file any further Unlawful Detainer Actions in Orange
20 County; in California, and across the United States;

21 **183-** For setting aside the foreclosures, sales, and/or repossessions of
22 defendants since 2006; or in the alternative: for Rescissions, and
23 restitutions, of all mortgages originated by these defendants since 2000;

24 **184-** For an accounting of the total disclosed, and undisclosed, funds
25 received, from the U.S. Government, and the Fed-System, since 2008;

- 1 **185-** For the loss of Salessi's Redlands' property;
- 2 **186-** For statutory damages according to proof;
- 3 **187-** For special damages according to proof;
- 4 **188-** For general damages according to proof;
- 5 **189-** For costs of suit;
- 6 **190-** *For prejudgment interest;*
- 7 **191-** *For punitive damages according to proof;*
- 8 **192-** *For Private Attorney General attorney fees & costs CC §1750:80;*
- 9 **193-** *For 42 USC §1983 statutory attorney fees per 42 USC §1988 ;*
- 10 **194-** *For RICO attorney fees and costs; and:*
- 11 **195-** For any other and further relief as the court may deem just and
- 12 proper under the circumstances.
- 13

14 I, plaintiff Kareem Salessi, am the petitioner in the above-entitled proceeding. I have drafted
15 the foregoing petition and know the contents to be true of my own knowledge, except as to
16 those matters that are therein alleged on information and belief, and, as to those matters, I
believe it to be true.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.



19
20 Dated: March 10, 2009

Kareem Salessi, Plaintiff,
949-870 63 52
SALESSI@SBCGLOBAL.NET

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT- A :

RECORDING REQUESTED BY:

And when recorded return to:

**Kareem Salessi
28841 Aloma Ave.,
Laguna Niguel, Ca. 92677.
(949) 218 7666**

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

 12.00

2008000125844 04:09pm 03/18/08

111 200 N03 3

0.00 0.00 0.00 0.00 6.00 0.00 0.00 0.00

Indexing instructions:

**This notice must be indexed
as follows:**

**Grantor and grantee index-
Each claimant is a grantor.**

CONFORMED COPY

NOTICE OF INTENT TO PRESERVE INTEREST

This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).

CLAIMANT:

**KAREEM SALESSI
-28841 Aloma Avenue,
Laguna Niguel, Ca. 92677
- 30262 Crown Valley Parkway,
B-174, Laguna Niguel, Ca. 92677**

INTEREST:

**QUIET TITLE: FREE & CLEAR OF ALL CLAIMS.
Per Documents # 20020984379 & # 2007000735305, in
official records of County of Orange; Orange County
Police Report 06-058562; Central Justice Civil Case
#04CC11080; 4th Appellate, Division 3, Case # G038002;**

PROPERTY:

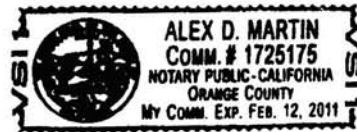
**28841 Aloma Ave. Laguna Niguel, Ca. 92677; OR:
LOT 63 OF TRACT 7340, IN THE CITY OF LAGUNA NIGUEL,
COUNTY OF ORANGE, CALIFORNIA AS PER MAP RECORDED
IN BOOK 280, PAGE (s) 1 to 4, INCLUSIVE OF
MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY
RECORDER FOR THE SAID COUNTY;
Assessor's Parcel No.637-124-12**

I assert under penalty of perjury that this notice is not recorded for the purpose of slandering title to real property and I am informed and believe that the information contained in this notice is true.

Signed: K. Saleh Date: 3/18/2008
(claimant) **KAREEM SALEH**

State of California,
County of Orange, ss.

On this 18 day of March, in the year 2008, before me
Kareem Saleh, personally appeared
Kareem Saleh, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.



Signed: Alex D. Martin

Official Seal:

Office: _____

ACKNOWLEDGMENT

State of California

County of Orange

On March-18-2008 before me, Alex D Martin

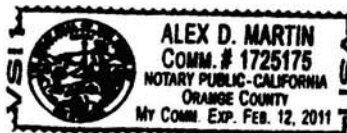
A Notary Public in and for said State personally appeared Kareem Salessi

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alex D Martin



(Seal)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT- B

Wachovia Corporation
Legal Division
TX1621
San Antonio Operations Center
4101 Wiseman Blvd.
San Antonio, TX 78251

Michael B. Goldberg
Vice President and Assistant General Counsel

WACHOVIA

March 05, 2008

VIA OVERNIGHT MAIL & FACSIMILE (949) 218-7666

Mr. Kareem Salessi
2841 Aloma Avenue
Laguna Niguel, CA 92677

Re: **YOUR CORRESPONDENCE RECEIVED ON FEBRUARY 21, 2008**
World Savings Loan Nos. 19560432 (First) & 25220476 (ELOC)

Dear Mr. Salessi:

We confirm receipt of your recent correspondence and understand that you contend that certain of the loan documents which constitute your 2002 or 2004 mortgage loan(s) with World Savings Bank, FSB (now known as Wachovia Mortgage FSB) ("Wachovia:") are somehow invalid. Wachovia has taken measures to share your correspondence with its title insurance carrier; however, please note that nothing that Wachovia is doing (or is not doing) in connection with your correspondence should be viewed by you as being a forgiveness of any indebtedness you currently owe Wachovia. Wachovia is continuing to service your mortgage loans as per normal procedure. Consequently, to the extent either or both of your loans are in default, Wachovia will continue to service those loans through foreclosure, if necessary. If Wachovia's position shall change, you will be notified. Wachovia does not accept, acquiesce, admit or agree with any pronouncements set forth in your correspondence; your correspondence does not in any manner modify, alter or relieve you from your legal obligations under the loans referenced above or any other obligations due or owing to Wachovia.

To the extent you have questions concerning your loan obligations, please contact the Foreclosure Department or Customer Service.

Sincerely,



Michael B. Goldberg

Notice Required by Federal Law: Please be advised that Wachovia Mortgage FSB may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wachovia Mortgage FSB is only exercising its rights against the property and is not attempting to hold you personally liable on the note.

Recorded in Office Orange County

Tom Daly, Clerk-Recorder



9.00

2007000759457 04:02pm 12/31/07

108 73 N15 2

0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Golden West Savings Association Service Co.
Post Office Box 34957
San Antonio, Texas 78265-4957

(210) 543-4998

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No.: 2007-25220476

Loan No.: 0025220476

Order No. 52151

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$4,019.54 as of 12/26/2007, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

WORLD SAVINGS
4101 WISEMAN BOULEVARD, T6F2
SAN ANTONIO, TEXAS 78251-4201
Phone: 1-(800) 282-3458

TS No.: 2007-25220476
Loan No.: 0025220476

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 4/29/2004, executed by **KAREEM SALESSI, A MARRIED MAN**, as Trustor, to secure certain obligations in favor of **WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS BANK**, as beneficiary, recorded 6/1/2004, as Instrument No. **2004000491855**, in Book , Page , of Official Records in the Office of the Recorder of **ORANGE** County, California describing land therein as: As more fully described on said Deed of Trust.

including **ONE (1) NOTE(S) FOR THE ORIGINAL** sum of **\$100,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

INSTALLMENT OF PRINCIPAL AND INTEREST PLUS IMPOUNDS OR ADVANCES WHICH BECAME DUE ON 7/25/2007 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, BALLOON PAYMENTS, PLUS IMPOUNDS OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated: December 26, 2007

GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION

BY: *Seth White*
SETH WHITE, ASSISTANT SECRETARY



Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder



9.00

2008000343302 08:00am 07/18/08

117 73 T09 2

0.00 0.00 0.00 0.00 3.00 0.00 0.00 0.00

RECORDING REQUESTED BY:
GOLDEN WEST SAVINGS ASSOCIATION
SERVICE CO., A CALIFORNIA
CORPORATION

AND WHEN RECORDED MAIL TO:
GOLDEN WEST SAVINGS ASSOCIATION
SERVICE CO
4101 WISEMAN BOULEVARD, T6F1
SAN ANTONIO, TEXAS 78251-4201
REO # 124579
Forward Tax Statements to
WACHOVIA MORTGAGE, FSB
794 DAVIS STREET, MAIL CODE CA7276
SAN LEANDRO, CA 94577

SPACF ABOVE LINE FOR RECORDER'S USE

TS #: 2007-25220476
Loan #: 0025220476

Order #: 3206-52151

TRUSTEE'S DEED UPON SALE

A.P.N.: 637-124-12

Transfer Tax: 0.00

"THIS TRANSACTION IS EXEMPT FROM THE REQUIREMENTS OF THE REVENUE AND TAXATION CODE, SECTION 480.3"

The Grantee Herein Was The Foreclosing Beneficiary.

The Amount of The Unpaid Debt was \$89,777.46

The Amount Paid By The Grantee Was \$89,777.46

Said Property Is In The City of LAGUNA NIGUEL, County of Orange

GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS BANK REO # 124579
REO DEPT. 794 DAVIS STREET, MAIL CODE CA7276 SAN LEANDRO, CA 94577

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of Orange, State of California, described as follows:

LOT 63 OF TRACT 7340, IN THE CITY OF LAGUNA NIGUEL, COUNTY OF ORANGE, CALIFORNIA, AS PER MAP RECORDED IN BOOK 280, PAGE(S) 1 TO 4 INCLUSIVE OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by KAREEM SALESSI, A MARRIED MAN as Trustor, dated 4/29/2004 of the Official Records in the office of the Recorder of Orange, California under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Default and Election to Sell under the Deed of Trust recorded on 6/1/2004, instrument number 2004000491855, Book , Page of Official records. Trustee having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

TRUSTEE'S DEED UPON SALE

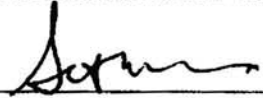
TS #: 2007-25220476
Loan #: 0025220476
Order #: 3206-52151

All requirements per California Statutes regarding the mailing, personal delivery and publication of copies of Notice of Default and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in exercise of its powers under said Deed of Trust sold said real property at public auction on 7/15/2008. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$89,777.46, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

In witness thereof, **GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION**, as Trustee, has this day, caused its name to be hereunto affixed by its officer thereunto duly authorized by its corporation by-laws.

Date: 7/15/2008

GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION


By: 

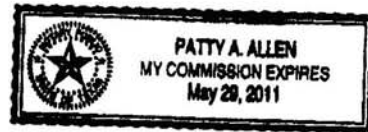
SETH WHITE, OFFICER

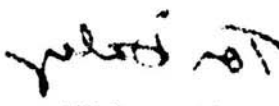
State of Texas } ss.
County of Bexar }

On 7/16/2008 before me, **PATTY A. ALLEN** the undersigned Notary Public, personally appeared **SETH WHITE, OFFICER** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  _____ (Seal)
PATTY A. ALLEN





PATTY A. ALLEN



PATTY A. ALLEN

Recorded in O. Records, Orange County

Tom Daly, Clerk-Recorder



6.00

2008000238892 08:00am 05/20/08

113 92 N34 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

RECORDING REQUESTED BY
Golden West Savings Association Service Co.

AND WHEN RECORDED MAIL TO:
Golden West Savings Association Service Co.
Post Office Box 34957
San Antonio, Texas 78265-4957

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T.S. No. 2007-25220476
Loan No. 0025220476

Title Order No. 3206-52151

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 04/29/2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described below. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Trustor: **KAREEM SALESSI, A MARRIED MAN**

Duly Appointed Trustee: **GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION**

Recorded **06/01/2004** as Instrument No. **2004000491855** in book , page of Official Records in the office of the Recorder of Orange County, California,

Date of Sale: **06/05/2008 at 2:00 PM**

Place of Sale: **At the North front entrance to the County Courthouse, 700 Civic Center Drive West, Santa Ana, California**

Amount of unpaid balance and other charges: **\$86,795.79**

Street Address or other common designation of real property is **28841 ALOMA AVENUE**
purported to be.: **LAGUNA NIGUEL, CA 92677**

A.P.N.: **637-124-12**

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

Date: 05/01/2008

Fidelity National Agency Sales & Posting
Agent for GOLDEN WEST SAVINGS ASSOCIATION SERVICE CO., A CALIFORNIA CORPORATION
15661 Red Hill Ave. Ste. 200
Tustin, California 92780

Telephone Number: (800) 840-8547
Sales Status Line: (714) 259-7850

Seth White
SETH WHITE, ASSISTANT SECRETARY
Of Golden West Savings Association Service Company

RECORDED
INDEXED
MAY 20 2008
11:00

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT- C

1 SANTA ANA, CALIFORNIA - TUESDAY, JULY 8, 2008

2 2 2:59 P.M.

3 3 * * * * *

4 4 THE COURT: SELESSI VERSUS WACHOVIA, THAT'S BEEN
5 5 PUT OVER A WEEK.

6 6 THE CLERK: HAVE YOU DECIDED ON A DATE?

7 7 THE COURT: NEXT TUESDAY AT 2:00.

8 8 MR. HICKMAN: GOOD AFTERNOON, YOUR HONOR, FRED
9 9 HICKMAN FOR THE DEFENDANTS, WACHOVIA MORTGAGE --

10 10 THE COURT: THIS WAS PUT OVER A WEEK. I WAS HIT
11 11 WITH A 170.1 THIS MORNING. WERE YOU NOT SERVED WITH IT?

12 12 MR. HICKMAN: I JUST GOT HANDED IT. IT'S LATE,
13 13 YOUR HONOR.

14 14 THE COURT: IT'S NOT ONLY LATE, FRANKLY, I DON'T
15 15 THINK THERE ARE ANY LEGAL GROUNDS. BUT I'LL PUT IT OVER FOR
16 16 ONE WEEK. YOU FOLKS CAN APPEAR BY COURT CALL IF YOU'D LIKE
17 17 NEXT WEEK.

18 18 MR. HICKMAN: THAT'S FINE.

19 19 WHO IS THIS?

20 20 THE COURT: I DON'T KNOW WHO YOU ARE. WHO ARE YOU?

21 21 MR. STEWART: BRIAN STEWART, YOUR HONOR, APPEARING
22 22 FOR DEFENDANT FIDELITY NATIONAL AGENCY SALES AND POSTING.

23 23 THE COURT: ARE A PLAYER?

24 24 MR. STEWART: SOMEWHAT. NOT NECESSARILY.

25 25 THE COURT: HAVE A SEAT, COUNSEL.

26 26 MR. STEWART: THAT'S FINE, YOUR HONOR.

1 MR. HICKMAN: SO YOU'LL PUT IT OVER FOR ONE WEEK.

2 THE COURT: YEAH. AND I'M GOING TO RESPOND TO THAT
3 170.1. THAT'S BEEN FILED.

4 MR. HICKMAN: OKAY. THE DATE TO WHICH THE SALE WAS
5 CONTINUED IS ONE WEEK FROM TODAY, IT'S JULY 15TH. IS IT
6 POSSIBLE THAT --

7 THE COURT: WHAT TIME IS THE SALE SET FOR?

8 MR. HICKMAN: I BELIEVE IT'S AT 10:00 A.M.

9 THE COURT: WE'LL SET THIS FOR JULY 15TH AT 8:30

10 A.M. OKAY? **[SO YOU CAN HAVE YOUR SALE RIGHT AFTER]** ³²

11 MR. HICKMAN: THANK YOU, YOUR HONOR.

12 THE COURT: SEE YOU AT 8:30 A.M. ON JULY 15TH.

13 MR. SALESSI: THANK YOU, YOUR HONOR.

14 THE REPORTER: I DIDN'T GET HIS APPEARANCE.

15 THE COURT: WHO ARE YOU, SIR?

16 MR. SALESSI: KAREEM SALESSI, PLAINTIFF.

17 GO AHEAD, THAT'S ALL.

18 MR. HICKMAN: NOTICE WAIVED?

19 THE COURT: I'D GIVE NOTICE IF I WERE YOU.

20 MR. HICKMAN: I'LL GIVE NOTICE.

21 THE BAILIFF: YOUR HONOR, WE ALSO HAVE SOMEONE IN
22 THE GALLERY WHO'S A WITNESS FOR THIS CASE. DOES HE HAVE TO
23 COME BACK ON JULY 15TH?

24 THE COURT: I DON'T NEED TO SEE HIM. I DIDN'T
25 SUBPOENA HIM. I DON'T KNOW WHO SUBPOENAED HIM.

27 ³² The proximate sentence in brackets was redacted, amounting to violations of PC §§115: 470; Gov. C. §6800. The
28 court reporter, Karen Philips, refused to respond to: Q: did you redact the above sentence upon judge's order?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

26
1
2
3
4
5
6
7
8
9
10
11
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DID SOMEBODY SUBPOENA HIM?

MR. HICKMAN: I DIDN'T, THOUGH I DID BRING WITH ME, JUST SO THE COURT KNOWS, SARAH MUNOZ, WHO MR. SALESSI SAYS IS AN IMAGINARY PERSON. SHE JUST HAPPENED TO BE AWAY ON CALIFORNIA ARMY NATIONAL GUARD DUTY WHEN WE HAD TO GET IN OUR DECLARATIONS.

THE COURT: DON'T WORRY ABOUT IT, 8:30 A.M. ON THE 15TH OF JULY.

MR. HICKMAN: THANK YOU, YOUR HONOR.

TAKE CARE, SEE YOU THEN.

MR. SALESSI: THANK YOU, YOUR HONOR.

11 (PROCEEDINGS CONCLUDED.)

SANTA ANA, CALIFORNIA - TUESDAY, JULY 15, 2008

8:57 A.M.

* * * * *

THE COURT: THEN ON SALESSI VERSUS WACHOVIA BANK.

MR. HICKMAN: GOOD MORNING, YOUR HONOR, FRED HICKMAN FOR THE DEFENDANTS WACHOVIA MORTGAGE FEDERAL SAVINGS BANK AND GOLDEN WEST SAVINGS ASSOCIATION SERVICE COMPANY.

THE COURT: MR. HICKMAN.

MR. SALESSI: GOOD MORNING, YOUR HONOR, KAREEM SALESSI, PLAINTIFF.

THE COURT: MR. SALESSI, THE COURT MAILED TO YOU YESTERDAY, AND I BELIEVE MY STAFF PERSONALLY HANDED YOU A COPY OF THE ORDER STRIKING YOUR STATEMENT OF DISQUALIFICATION. THE COURT IS CALLED UPON TO MAKE DECISIONS BASED ON THE LAW AND THE EVIDENCE PRESENTED TO IT. IT IS NOT "BIASED" FOR THE COURT TO MAKE SUCH RULINGS, EVEN

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

17 IF THE RULINGS ARE ADVERSE TO A PARTY.

18 ACCORDINGLY, SINCE THE STATEMENT OF
19 DISQUALIFICATION ON ITS FACE DISCLOSES NO LEGAL GROUNDS
20 FOR DISQUALIFICATION, AND BECAUSE A PREEMPTORY CHALLENGE IS
21 UNTIMELY, PLAINTIFF'S CHALLENGE IS STRICKEN PURSUANT TO
22 CIVIL CODE SECTION CCP 170.4(B).

23 THAT TAKES CARE OF THAT.

24 NOW WE HAVE PLAINTIFF'S -- ANOTHER EX-PARTE
25 APPLICATION FOR A TEMPORARY RESTRAINING ORDER LIFTING
26 CURRENT TRO RESTRAINING ORDER. AND THE COURT TOOK A

5

1 LOOK AT CCP 918. THE PLAINTIFF REQUESTS A STAY TO REMAIN
2 IN EFFECT TO AND INCLUDING OCTOBER 30, 2008.

3 THE DEFENDANTS DELIVERED TO THIS COURT, OR
4 THE PLAINTIFF, FOR FORENSICS EXAMINATION TWO PURPORTED DEEDS
5 OF TRUST THAT ARE PRESUMED -- I DON'T KNOW WHAT THAT MEANS.
6 WE TALK ABOUT THE FACT THAT MR. SALESSI ALLEGES DEFENDANTS
7 HAVE NOT YET PRODUCED COPIES OF SUCH NOTES, AND WHICH ARE
8 PRESUMED FORGERIES. AND I PUT A QUESTION MARK NEXT TO THAT
9 ALSO.

10 WITHOUT PRODUCING ORIGINALS OF THE PURPORTED
11 NOTES AND DEEDS OF TRUST, FURTHER IMPLICATE DEFENDANTS IN
12 FORGERY. I PUT A QUESTION MARK AFTER THAT. A MOTION FOR
13 SUMMARY JUDGMENT BY PLAINTIFF TO BE FILED AND HEARD. YOU
14 HAVEN'T FILED ONE YET, SO I DON'T KNOW WHAT YOU'RE TALKING
15 ABOUT. JUDGE GRAY ENTERED A -- PROOF OF PLAINTIFF'S

1 16 LIKELIHOOD OF PREVAILING, TO LOOK AT JUDGE GRAY'S RULING
2 17 IN HIS CASE, 04CC11080.

3 18 NOW MR. SALESSI WANTS AN EVIDENTIARY HEARING
4 19 EITHER IN THE TRIAL COURT OR AT JAMS. AND HE'S CONTENDING
5 20 A FIRST AMENDED COMPLAINT TO BE FILED AND SERVED BY THE
6 21 PLAINTIFF, NAMING EAST COAST CITIES ESCROW AND OTHER PARTIES
7 22 AS DEFENDANTS.

8 23 A DECLARATION BY THIS COURT OF THE COURT'S
9 24 POSTURE. AND I PUT A QUESTION MARK NEXT TO THAT. I HAVE NO
10 25 IDEA WHAT YOU'RE TALKING ABOUT. A DECLARATION BY THIS COURT
11 26 WHETHER THE LAW FIRM OF AFRCT CAN CONTINUE TO REPRESENT

12 6
13 1 CASES BY ITS CLIENTS. I PUT A QUESTION MARK NEXT TO THAT.
14 2 A DECLARATION OF THE COURT AS TO IMPOSABLE SANCTIONS -- I
15 3 THINK IT SHOULD HAVE BEEN IMPOSSIBLE SANCTIONS -- AGAINST
16 4 MR. HICKMAN. I PUT A QUESTION MARK NEXT TO THAT. A MOTION
17 5 TO COMPEL ARBITRATION TO BE HEARD. ALL THESE THINGS ARE IN
18 6 THE FUTURE.

19 7 AND I'VE TAKEN A LOOK AT YOUR MOVING PAPERS,
20 8 I'VE TAKEN A LOOK AT YOUR DECLARATION. AND WE'RE IN YOUR
21 9 918 DECLARATION PLAINTIFF FILED A PREEMPTORY CHALLENGE
22 10 PURSUANT TO 170.6. A PREEMPTORY CHALLENGE IS NOT 170.6,
23 11 I MEAN 170.1, AS YOU SAID; IT'S 170.6. THE STATUTORY
24 12 CHALLENGE HAS BEEN LEGISLATED AS A SAFEGUARD TOWARDS
25 13 JURISPRUDENCE. I PUT A QUESTION MARK AFTER THAT. I HAVE
26 14 NO IDEA WHAT YOU'RE TALKING ABOUT.

27 15 AND THEN APPARENTLY, BECAUSE I INSTRUCTED

28

1 16 MR. HICKMAN TO SET THE HEARING BEFORE THE FORECLOSURE SALE
2 17 AT 10:00 TODAY, WE HAD THIS HEARING TODAY AT 8:30, BECAUSE
3 18 IF WE HAD THIS HEARING AT 8:30 AND I GRANTED IT, THEN
4 19 MR. HICKMAN COULD JUST GO AHEAD AND VACATE THAT SALE.

5 20 ON THE OTHER HAND, IF I DID NOT FIND ANY
6 21 MERIT IN ANY OF YOUR MOVING PAPERS, THEN MR. HICKMAN WOULD
7 22 BE ABLE TO MOVE ON THE CASE WITH DISPATCH, AS HE MAY BE
8 23 ENTITLED TO. THEN WE SAY SOMETHING ABOUT THE PLAINTIFF
9 24 RECEIVING AN EXTORTION LETTER AND A MOTION FROM DEFENSE
10 25 COUNSEL. I HAVE NO IDEA WHAT YOU'RE TALKING ABOUT.

11 26 THEN DIFFERENT SUBSECTIONS, YOU'RE CITING

12
13 1 DIFFERENT SUBSECTIONS OF CCP 917, 918 APPLY TO EACH OF THE
14 2 ALREADY LISTED REQUESTS FOR STAY. SO I PUT HERE, "I SHOULD
15 3 GO AHEAD AND FIGURE OUT WHICH ONES APPLIES?" I'M NOT HERE
16 4 TO BE YOUR SCRIVENER, MR. SALESSI.

17 5 PLAINTIFF HAS ALREADY PAID DEFENDANTS
18 6 IN EXCESS OF \$220,000 IN MORTGAGE PAYMENTS. AND AS I
19 7 UNDERSTAND IT, YOU'VE BEEN LIVING "RENT FREE" BASICALLY
20 8 FOR THE LAST YEAR. AND THEN YOU SAY ON PAGE 8, LINES 12,
21 9 13, 14, "THE PROPERTY IS MAINLY TARGETED TO THE THEFT OF
22 10 PAID FUNDS, PLUS SOME ADDED VALUE S-I-N-E" -- THAT'S A
23 11 GEOMETRIC EXPRESSION, SINE. I DO NOT KNOW WHAT IT'S DOING
24 12 HERE -- "IN THE PAST SIX YEARS."

25 13 "WACHOVIA HAS NOT PRESENTED ANY PROOF THAT
26 14 THEY ARE THE RENAMED WORLD SAVINGS BANK," OH, COME ON,
27 15 MR. SALESSI. PLAINTIFF NOW WANTS TO PROCEED AS A PRIVATE

28

1 26 ATTORNEY GENERAL BASED ON THE CALIFORNIA CONSUMER REMEDIES
2 27 ACT. IT IS OF PUBLIC NATIONAL INTEREST TO ALLOW THE
3 28 DEFENDANT TO REMAIN IN THIS LAWSUIT. I PUT A QUESTION
4 19 MARK AFTER THAT.
5 20 EVEN THOUGH YOU'RE MIXING YOUR METAPHORS
6 21 WHEN YOU SAY THAT PLAINTIFF "WAS PROBABLY THE FIRST TO HAVE
7 22 DISCOVERED WHAT WAS BREWING ON THE HORIZON." LET'S SEE,
8 23 PLAINTIFF BELIEVES THE DEFENDANT ABSCONDED WITH WELL OVER
9 24 \$20 BILLION OF FORGED NOTES. THAT'S WHAT WORLD HAS DONE. AS
10 25 I SAID, I'VE READ YOUR EXHIBITS THAT WERE ATTACHED TO ALL OF
11 26 THAT, I SAW THE OPPOSITION.

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 THE OPPOSITION ATTEMPTS TO ANTICIPATE --
2 OKAY, MR. SALESSI HAS ALREADY ENJOYED A 45-DAY REPRIEVE FROM
3 THE TRUSTEE'S SALE AS A RESULT OF THE TRO ISSUED BY THIS
4 COURT JUNE 4TH, 2008. EXHIBIT 1 OF THE WRITTEN OBJECTIONS
5 TO MR. SALESSI ABOUT PROCEEDING WITH THE EX-PARTE ON
6 JULY 15TH DUE TO DEFECTIVE NOTICE. CCP 527 ALLOWS FOR
7 A CONTINUANCE AT THE PLAINTIFF'S REQUEST. RATHER, NO
8 PROVISION OF 527 ALLOWS FOR A CONTINUANCE AT THE PLAINTIFF'S
9 REQUEST, IT SHOULD SAY.

10 RATHER, 527(D) (3) PROVIDES WHEN THE MATTER
11 FIRST COMES UP FOR A HEARING IF THE PARTY WHO OBTAINED
12 THE TRO ORDER IS NOT ALL READY TO PROCEED, THE COURT SHALL
13 DISSOLVE THAT TEMPORARY RESTRAINING ORDER.

14 CCP 527 DOES NOT AUTHORIZE, NOR DOES ANY
15 OTHER STATUTE, THE CONTINUED IMPOSITION OF AN EXTENSION
16 OF THE TRO BEYOND THE OSC DATE. WITHOUT A NEW AND
17 INDEPENDENT BASIS FOR THE TRO, WHICH WOULD NOT APPEAR TO
18 EXIST, NO BASIS EXISTS TO GRANT ONE.

19 DOES PLAINTIFF SEEK A NEW TRO OR A STAY TO
20 PERMIT A MOTION FOR RECONSIDERATION?

21 AS ADMITTED IN SALESSI'S VERIFIED COMPLAINT,
22 AND AS ALLEGED IN THE DEMURRER TO WACHOVIA, THIS PARTY
23 MERELY HAS THE NEW NAME, THE OLD ONE BEING WORLD SAVINGS
24 BANK, INC.

25 PLAINTIFF'S REQUEST FOR A STAY OF THE
26 TRUSTEE'S SALE NOW PENDING OR A NEW OR CONTINUED TRO,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 WHATEVER ITS BASIS, SHOULD BE DENIED. NO AUTHORITY OR
2 CIRCUMSTANCES HAVE ARISEN SINCE THE TRO WAS IMPOSED ON
3 JUNE 4TH TO JUSTIFY FURTHER ORDERS.

4 WHAT, IF ANYTHING ELSE, DO YOU WANT TO TELL
5 ME, MR. SALESSI, OTHER THAN WHAT I'VE ALREADY READ IN YOUR
6 MOVING PAPERS?

7 MR. SALESSI: YES, YOUR HONOR. MAY I ADDRESS THE
8 FEW POINTS WHICH YOU HAD QUESTION MARKS ON?

9 THE COURT: GO AHEAD.

10 MR. SALESSI: I JUST DON'T REMEMBER WHICH PARTS YOU
11 HAD QUESTION MARKS, IF YOU COULD TELL ME.

12 THE COURT: NO, I CAN'T. YOU HAD THE OPPORTUNITY,
13 YOU COULD HAVE BEEN WRITING THAT STUFF DOWN.

14 MR. SALESSI: YOU JUST WENT TOO FAST, YOUR HONOR.

15 THE COURT: ANYTHING ELSE YOU WANT TO TELL ME,
16 OTHER THAN WHAT YOU'VE ALREADY TOLD ME IN YOUR MOVING
17 PAPERS?

18 MR. SALESSI: OKAY. REGARDING THE "SINE," THAT
19 WAS ACTUALLY "SINCE," THERE WAS A TYPO THERE. AND I WAS
20 REFERRING TO THE LETTER OF EXTORTION OF MR. HICKMAN AND HIS
21 LAW FIRM, AFRCT. I'M REFERRING TO EXHIBIT B.

22 AND REGARDING TO MYSELF HAVING THE MERITS
23 AND THE PROBABILITY OF PREVAILING IN PARAGRAPH 5, ON PAGE 3,
24 I'M REFERRING TO THE CUMULATIVE JUDGMENTS OF \$825,000 WHICH
25 HONORABLE JUDGE GRAY GRANTED ON OCTOBER 26TH, 2007.

26 THE COURT: YOU REFERRED TO THAT, AND I READ IT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 MR. SALESSI: YES, YOUR HONOR.

2 AND REGARDING THE CHALLENGE FOR CAUSE, MY
3 AMENDMENT TO THE CHALLENGE FOR CAUSE WAS REFERRING TO,
4 ON THE SECOND PAGE, AT THE TOP OF THE PAGE WHEN MR. HICKMAN
5 LIED TO YOU ABOUT THE ACTUAL TIME, WHICH WAS 2:00; HE SAID
6 10:00. AND YOUR HONOR, AT THAT TIME YOU DIDN'T KNOW ME,
7 ALTHOUGH I WAS STANDING HERE. YOUR HONOR TOLD MR. HICKMAN
8 TO GO AHEAD AND ACCOMMODATED HIM TO MOVE THE TIME FOR THIS
9 HEARING TO 8:30, AND TOLD HIM, "SO YOU CAN GO AHEAD AND SELL
10 IT RIGHT AFTER THAT."

11 THE COURT: OH, NO, THAT'S YOUR MISINTERPRETATION,
12 MR. SALESSI. DO NOT PUT WORDS IN MY MOUTH. I SAID, "IN THE
13 EVENT YOU'RE SUCCESSFUL IN" -- IF HE WAS SUCCESSFUL, THEN
14 HE'D BE IN A POSITION TO SELL IT. IF WAS NOT SUCCESSFUL,
15 THEN HE WOULD NOT BE ABLE TO SELL IT, PERIOD.

16 WHAT'S NEXT?

17 MR. SALESSI: YES, YOUR HONOR. I CAN'T CHALLENGE
18 THE WORDS THAT WENT ON BECAUSE I WAS TRYING TO GET A
19 TRANSCRIPT AND I HAVEN'T BEEN ABLE TO.

20 AND THE LAST THING I'M ASKING, YOUR HONOR,
21 THE COURT AND MR. HICKMAN, IS TO GIVE ME A CHANCE TO
22 SIT DOWN AND DISCUSS THIS AS A FORM OF SETTLEMENT OR
23 ARBITRATION, AND IF POSSIBLE, TO JOIN THE ARBITRATION THAT
24 I HAVE ALREADY STARTED AT JAMS AGAINST THE TITLE INSURANCE,
25 THE SAME, COMMONWEALTH, WHICH ALSO UNDER THE SAME JOINT
26 TITLE POLICY IS INSURING THEIR LOANS. AND UNTIL NOW THEY