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ORDER OF THE SUPREME COURT OF  
CALIFORNIA DENYING PETITION FOR REVIEW  
(JULY 15, 2020)

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IN THE SUPREME COURT OF CALIFORNIA

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SANGEETA BHARGAVA,

*Plaintiff  
and Appellant,*

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.,

*Defendant  
and Respondent.*

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S261830

Court of Appeal, Sixth Appellate  
District-No. H044982

Before: CANTIL-SAKAUYE, Chief Justice

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The request for judicial notice is denied. The petition for review is denied.

Chin, J., was recused and did not participate.

Cantil-Sakauye  
Chief Justice

ORDER OF THE COURT OF APPEAL  
OF THE STATE OF CALIFORNIA FOR THE  
SIXTH APPELLATE DISTRICT DENYING  
PETITION FOR REHEARING  
(APRIL 13, 2020)

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IN THE COURT OF APPEAL OF THE STATE OF  
CALIFORNIA, SIXTH APPELLATE DISTRICT

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SANGEETA BHARGAVA,

*Plaintiff and Appellant,*

v.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,

*Defendant  
and Respondent.*

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H044982

Santa Clara County Super. Ct. No. CV295113

Before: GREENWOOD, P.J., PREMO, J., and ELIA, J.

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BY THE COURT:

Appellant's petition for rehearing is denied.

/s/ Mary J. Greenwood  
P.J.

Date: 04/13/2020

OPINION OF THE COURT OF APPEAL  
OF THE STATE OF CALIFORNIA FOR THE  
SIXTH APPELLATE DISTRICT  
(MARCH 20, 2020)

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IN THE COURT OF APPEAL OF THE STATE OF  
CALIFORNIA, SIXTH APPELLATE DISTRICT

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SANGEETA BHARGAVA,

*Plaintiff*  
*and Appellant,*

v.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.,

*Defendant*  
*and Respondent.*

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H044982

(Santa Clara County Super. Ct. No. 16CV295113)

Before: GREENWOOD, P.J., PREMO, J., and ELIA, J.

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Sangeeta Bhargava appeals from a judgment of dismissal entered in favor of respondent Mortgage Electronic Registration Systems, Inc. (MERS), after the trial court granted MERS's motion for judgment on the pleadings. On appeal, Bhargava argues that the trial court erred in granting the motion for judgment on

the pleadings, and also seeks review of several interlocutory discovery orders made prior to MERS's dismissal.

We find that the trial court did not err in granting judgment on the pleadings in favor of MERS and will affirm the judgment. Accordingly, we need not and do not address the discovery orders.

## I. Factual and Procedural Background<sup>1</sup>

### A. Facts Alleged in the Operative Pleading Relating to MERS

On July 26, 2005, Bhargava obtained a \$2,730,000 loan from Countrywide Home Loans (Countrywide), secured by a deed of trust on her home located in Los Altos Hills, California. The deed of trust identifies CTC Real Estate Services (CTC) as the trustee and MERS as the beneficiary, in its capacity as nominee for Countrywide and its successors and assigns.

Paragraph 23 of the second amended complaint consists of the following allegation: "Paragraph 22 of the deed of trust grants to the Plaintiff the right to challenge the assignments of 2010 and the right of the defendants to foreclose upon her property. Paragraph 22 states in part that the plaintiff/borrower shall have 'the right . . . to bring a court action to assert

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<sup>1</sup> The factual background is based on the allegations in the operative second amended complaint and matters subject to judicial notice. The facts alleged in the pleading are deemed to be true, but contentions, deductions, and conclusions of law are not. (*People ex rel. Harris v. Pac Anchor Transportation, Inc.* (2014) 59 Cal.4th 772, 777.) Where the allegations of the complaint conflict with exhibits attached thereto, we accept the contents of the exhibits as true, absent any ambiguity in those exhibits. (*SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68, 83.)

the non-existence of a default or any other defense of Borrower to acceleration and sale.” However, the deed of trust is attached as an exhibit to the second amended complaint and paragraph 22 of the deed of trust does not, as Bhargava alleges, grant rights to the borrower, but instead simply obliges the lender to inform the borrower of her existing rights. The pertinent full sentence from that paragraph—which Bhargava has quoted only in part—reads: “The notice [of default] shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale.”

On March 24, 2010, MERS transferred the deed of trust to BAC Home Loans Servicing LP, formerly known as Countrywide and appointed ReconTrust Company (ReconTrust) as trustee in place of CTC. The substitution/assignment is signed by “Gary Nord, Assistant Secretary” (Nord). Bhargava alleges that Nord was a salaried employee of Bank of America and was never a corporate officer of MERS, Countrywide, or CTC.

On June 25, 2010, MERS again transferred the deed of trust to BAC Home Loans Servicing LP, formerly known as Countrywide.<sup>2</sup> This substitution/assignment is signed by “Angelica Del Toro, Assistant Secretary” (Del Toro). Bhargava alleges that, like Nord, Del Toro was a salaried employee of Bank of America

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<sup>2</sup> Though there is no documentation to this effect in the record on appeal, the parties agree, at least for the purposes of this appeal, that BAC Home Loans Servicing LP, formerly known as Countrywide, is the predecessor in interest of Bank of America.

and was never a corporate officer of MERS, Country-wide, or CTC.

On April 15, 2015, Bank of America recorded a substitution of trustee, appointing Quality Loan Service Corporation (Quality) as trustee in place of ReconTrust. The substitution is signed by “Clarissa Wells, Assistant Vice President” (Wells). Bhargava alleges that Wells “is not and never was an Assistant Vice President of [Bank of America]” but was only a salaried employee. On that same date (*i.e.*, April 15, 2015), Quality recorded a notice of default. Quality recorded a second notice of default on December 23, 2015.

On March 28, 2016, Quality recorded the notice of trustee’s sale, which indicated that the trustee’s sale would take place on May 4, 2016.<sup>3</sup>

In the first cause of action for declaratory relief—the only cause of action in which MERS is named as a defendant—Bhargava seeks a judicial declaration that various instruments described in the second amended complaint are “null and void” by “reasons of fraud, lack of authority, and forgery.” These instruments are, specifically: (1) the March 24, 2010 substitution/assignment signed by Nord; (2) the June 25, 2010 substitution/assignment signed by Del Toro; (3) the April 15, 2015 substitution of trustee signed by Wells; (4) the April 15, 2015 notice of default; and (5) the December 23, 2015 notice of default. Bhargava alleges that Nord, Del Toro, and Wells were not officers of

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<sup>3</sup> The trustee’s sale did not proceed on that date. By order dated November 2, 2016, the trial court denied Bhargava’s application for a preliminary injunction against Bank of America as moot, based on Bank of America’s representation that it would not hold a trustee’s sale while the action was pending.

either Bank of America or MERS, but instead were “Foreclosure Specialists” who falsely claimed to be an ‘Assistant Vice President’ of [Bank of America] or ‘Assistant Secretary’ of MERS pursuant to the verbal instructions of their managers and supervisors at [Bank of America].”

Bhargava filed her initial complaint against MERS and other named defendants on May 12, 2016.<sup>4</sup> The trial court sustained a demurrer to that complaint brought by MERS and other named defendants, with leave to amend, and Bhargava filed her first amended complaint on December 23, 2016. Bhargava subsequently sought, and the trial court granted, leave to file the operative second amended complaint on March 9, 2017.<sup>5</sup>

### **B. The Motion for Judgment on the Pleadings**

MERS moved for judgment on the pleadings, arguing that Bhargava lacked standing to challenge the instruments in question and that the claimed defects in their execution would render the assignments voidable, rather than void.

Following a hearing, the trial court granted MERS’s motion for judgment on the pleadings as to the declaratory judgment cause of action without

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<sup>4</sup> Bhargava did not include a copy of the original complaint in her appendix.

<sup>5</sup> The second amended complaint was essentially identical to the first amended complaint, with the exception that Bhargava amended paragraph 2 of the pleading to assert that the property in question was “owner-occupied.” Bank of America and Quality, named as defendants in the second amended complaint, are not parties to this appeal.

leave to amend. In its order, the trial court found that Bhargava “lacks standing to challenge the subject mortgage documents . . . [and] fails to plead sufficient facts [to] support her allegations that the documents were robo-signed and the individual signatories lacked legal authority to execute the documents.”

Judgment was entered in favor of MERS on May 18, 2017, and Bhargava timely appealed.<sup>6</sup>

## II. Discussion

### A. Requests for Judicial Notice

Before turning to the substance of Bhargava’s arguments relating to the motion for judgment on the pleadings, we will address the two requests for judicial notice she filed in this court. The first, filed on February 21, 2019, requests that this court take judicial notice of the legislative history of amendments to Code of Civil Procedure section 2030.300, which pertains to motions to compel further discovery responses.

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<sup>6</sup> In her appendix, Bhargava has included a motion for leave to file a third amended complaint, accompanied by a proposed third amended complaint. These documents were filed in the trial court on November 27, 2018, more than a year after judgment of dismissal was entered in favor of MERS. With limited exceptions that do not apply in this case, on appeal we disregard arguments relying on facts outside the record and matters that occurred after rendition of the order being appealed. (*Reserve Insurance Co. v. Pisciotta* (1982) 30 Cal.3d 800, 813 [“It is an elementary rule of appellate procedure that, when reviewing the correctness of a trial court’s judgment, an appellate court will consider only matters which were part of the record at the time the judgment was entered.”].) Accordingly, we disregard the proposed third amended complaint in its entirety and Bhargava’s arguments relating thereto.

The second, filed on September 16, 2019, requests that this court take judicial notice of an article published in the San Francisco Daily Journal on September 11, 2019, entitled “UCLA professor uncovers nationwide scams involving fake court orders.”

As a reviewing court, we are obligated by Evidence Code section 451 to take judicial notice of some matters and we are given discretion under Evidence Code section 452 to take judicial notice of other matters. Regardless, however, there is “a precondition to the taking of judicial notice in either its mandatory or permissive form—any matter to be judicially noticed must be relevant to a material issue.” (*People ex rel. Lockyer v. Shamrock Foods Co.* (2000) 24 Cal.4th 415, 422, fn. 2.) Neither of Bhargava’s requests meet this precondition.

The legislative history of amendments to Code of Civil Procedure section 2030.300 would only be relevant were we to consider whether the trial court erred in its handling of Bhargava’s motions to compel further discovery. Because we conclude that the trial court properly granted MERS’s motion for judgment on the pleadings, the discovery claims are moot and the proffered legislative history is irrelevant.

Similarly, the September 11, 2019 San Francisco Daily Journal article addresses “forged court orders and related scams aimed at getting webpages removed from search engines, or ‘de-indexed,’ without a legitimate court proceeding.” Bhargava claims this article is relevant “as it will assist this Court of Appeal in ascertaining the pox of forgery of which the Appellant is complaining.” While Bhargava alleges that certain individuals—Nord, Del Toro, and Wells—committed “forgery” in affixing their signatures to particular

instruments, their alleged forgery is in no way similar to the forgery discussed in the article and therefore not relevant to a material issue in this case.

Accordingly, we deny Bhargava's requests for judicial notice.

## **B. Standard of Review**

“The standard of review for a motion for judgment on the pleadings is the same as that for a general demurrer: We treat the pleadings as admitting all of the material facts properly pleaded, but not any contentions, deductions or conclusions of fact or law contained therein.” (*Dunn v. County of Santa Barbara* (2006) 135 Cal.App.4th 1281, 1298.) We likewise will not credit the allegations in the complaint where they are contradicted by facts that either are subject to judicial notice or are evident from exhibits attached to the pleading. (*Hill v. Roll Internat. Corp.* (2011) 195 Cal.App.4th 1295, 1300.) We review de novo whether a cause of action has been stated as a matter of law. (*Moore v. Regents of University of California* (1990) 51 Cal.3d 120, 125.) We do not review the validity of the trial court's reasoning, and therefore will affirm its ruling if it was correct on any theory. (*Hill, supra*, at p. 1300.)

In determining whether leave to amend should have been granted where a pleading is vulnerable to a motion for judgment on the pleadings, we assess “whether the defect can reasonably be cured by amendment.” (*Schonfeldt v. State of California* (1998) 61 Cal.App.4th 1462, 1465.) We review a trial court's denial of leave to amend under an abuse of discretion standard. (*Ott v. Alfa-Laval Agri, Inc.* (1995) 31 Cal. App.4th 1439, 1448.)

### C. Standing

Civil actions “must be prosecuted in the name of the real party in interest.” (Code Civ. Proc., § 367.) The real party in interest is generally the person or entity possessing the right sued upon. (*Gantman v. United Pacific Ins. Co.* (1991) 232 Cal.App.3d 1560, 1566-1567.)

In *Jenkins v. JPMorgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497, disapproved on other grounds in *Yvanova v. New Century Mortgage Corp.* (2016) 62 Cal.4th 919, 939, footnote 13 (*Yvanova*), the Court of Appeal addressed whether a mortgagor has standing to enforce or object to a securitization or transfer of a beneficial interest under the note and deed of trust. The court stated, “[b]ecause a promissory note is a negotiable instrument, a borrower must anticipate it can and might be transferred to another creditor. As to plaintiff, an assignment merely substituted one creditor for another, without changing her obligations under the note.” (*Jenkins, supra*, at p. 515.) Consequently, “[a]s an unrelated third party to the alleged securitization, and any other subsequent transfers of the beneficial interest under the promissory note, [the plaintiff] lacks standing to enforce any agreements . . . relating to such transactions. . . . [¶] Furthermore, even if any subsequent transfers of the promissory note were invalid, [the plaintiff] is not the victim of such invalid transfers because her obligations under the note remained unchanged.” (*Ibid.*) As a result, the borrower cannot base an action for wrongful foreclosure upon the theory that the securitization or other assignments or transfers were invalid. (*Id.* at pp. 513-515.)

In *Yvanova*, the California Supreme Court concluded that the *Jenkins* court “spoke too broadly in holding a borrower lacks standing to challenge an

assignment of the note and deed of trust to which the borrower was neither a party nor a third party beneficiary. *Jenkins*'s rule may hold as to claimed defects that would make the assignment merely voidable, but not as to alleged defects rendering the assignment absolutely void." (*Yvanova, supra*, 62 Cal.4th at p. 939.) However, at the outset of its decision in *Yvanova*, the California Supreme Court made clear that its ruling was narrow and was limited to cases—unlike this one—where a nonjudicial foreclosure has already taken place, stating "We do not hold or suggest that a borrower may attempt to preempt a threatened non-judicial foreclosure by a suit questioning the foreclosing party's right to proceed." (*Id.* at p. 924, italics added.) To that end, the court noted that, "[t]his aspect of *Jenkins*, disallowing the use of a lawsuit to preempt a nonjudicial foreclosure, is not within the scope of our review." (*Id.* at p. 934.)

The limits of *Yvanova*'s holding were applied in *Saterbak v. JPMorgan Chase Bank, N.A.* (2016) 245 Cal.App.4th 808 (*Saterbak*), where the plaintiff sought a (preforeclosure) declaratory judgment that the assignment of her deed of trust was void, for one or both of the following reasons: (1) the deed of trust had been assigned into a securitization trust after the trust's closing date, and (2) the signature on the assignment was either forged or robo-signed. (*Id.* at p. 814.) The court held that, even in light of *Yvanova*, the plaintiff lacked standing to pursue her claim. "The crux of Saterbak's argument is that she may bring a preemptive action to determine whether the . . . trust may initiate a nonjudicial foreclosure. . . . However, California courts do not allow such preemptive suits because they 'would result in the impermissible inter-

jection of the courts into a nonjudicial scheme enacted by the California Legislature.” (*Ibid.*)

We now examine whether, as Bhargava argues, either the language of the deed of trust or her allegation that the signatures were “forged” suffice to make her a real party in interest.

### 1. Paragraph 22 of the Deed of Trust

Bhargava argues that she has standing pursuant to paragraph 22 of the deed of trust, specifically the language providing that the borrower has “the right . . . to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale.” The alleged forgery or robo-signing of the assignments and substitutions by Nord, Del Toro, and Wells amount—in her view—to “the legal ‘non-existence of a default or other defense of Borrower to acceleration and sale.’” We disagree.

As discussed above, Bhargava misstates the purpose of paragraph 22. That paragraph does not grant any rights to the borrower; rather, it describes only what the lender must include in a notice of default. According to paragraph 22, the notice of default must “inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale.” (Italics added.) Being informed of one’s (existing) rights is not equivalent to being afforded new rights, and paragraph 22 does only the former.

Bhargava cites no authority for the proposition that a defect in an assignment or substitution could amount to either a “the non-existence of a default or

any defense . . . to acceleration and sale.”<sup>7</sup> The validity or invalidity of any assignment of the deed of trust or substitution of the trustee is wholly independent of whether Bhargava is in default on her mortgage.

Finally, the court in *Saterbak* squarely rejected the argument, based on identical language in plaintiff’s deed of trust, that she “has the right to sue prior to foreclosure in order to “assert the non-existence of a default or any other defense of Borrower to acceleration and sale.””<sup>8</sup> (*Saterbak, supra*, 245 Cal.App.4th at p. 816.) This provision of the deed of trust “do[es] not change her standing obligations under California law; they merely give Saterbak the power to argue any defense the borrower may have to avoid foreclosure.” (*Ibid.*) Because the borrower, in executing the deed of trust, expressly agreed that “the [promissory] [n]ote, together with the [deed of trust], could be sold one or more times without notice to her[,] [there] is no reasonable expectation from this language that the parties intended to allow Saterbak to challenge future assignments made to unrelated third parties.” (*Id.* at p. 817.)

Accordingly, we conclude that paragraph 22 of the deed of trust does not confer standing on Bhargava to challenge preforeclosure assignments and substitutions.

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<sup>7</sup> Of course, as we have already pointed out, *Yvanova* is of no assistance to Bhargava, as that decision is expressly limited to cases in which a nonjudicial foreclosure has already taken place and where the alleged defects would render the assignments void rather than voidable. (*Yvanova, supra*, 62 Cal.4th at pp. 934, 939.)

## 2. Forgery Versus Robo-Signing

Bhargava also claims that she has standing to pursue her claim against MERS, because she has alleged that the instruments were forged, as opposed to simply robo-signed. The plaintiff in *Saterbak* also alleged that the assignment of her deed of trust was invalid because it was “forged or robo-signed.” (*Saterbak, supra*, 245 Cal.App.4th at p. 814.) Despite this allegation of forgery, the *Saterbak* court found the plaintiff lacked standing to challenge the validity of the assignment. (*Ibid.*)

We agree with *Saterbak* that it makes no difference what verbiage a plaintiff, in a preforeclosure posture, uses to allege that an assignment is invalid, because “[t]he crux of [the plaintiff]’s argument is that she may bring a preemptive action to determine whether the . . . trust may initiate a nonjudicial foreclosure.” (*Saterbak, supra*, 245 Cal.App.4th at p. 814.) Allowing the action to proceed would “result in the impermissible interjection of the courts into a non-judicial scheme enacted by the California Legislature.” (*Ibid.*)

Bhargava has not alleged sufficient facts to show that she has standing to bring a claim for declaratory relief against MERS and has failed to show how she could remedy her lack of standing. Accordingly, we conclude the trial court did not err in granting MERS’s motion for judgment on the pleadings without leave to amend.

### III. Disposition

The judgment is affirmed. Mortgage Electronic Registration Systems, Inc., shall recover its costs on appeal.

Premo, J.

WE CONCUR:

Greenwood, P.J.

Elia, J.

**JUDGMENT OF DISMISSAL AS TO MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC.  
(MAY 15, 2017)**

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**SUPERIOR COURT OF THE  
STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA**

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**SANGEETA BHARGAVA,**

*Plaintiff,*

v.

**BANK OF AMERICA, NA; MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC.;  
QUALITY LOAN SERVICE CORPORATION;  
MICHELLE I. MILLER; and DOES 1-20,**

*Defendants.*

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**Case No. 16CV295113**

**Before: The Hon. William J. ELFVING,  
Judge of the Superior Court.**

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On April 25, 2017, this Court heard the Motion for Judgment on the Pleadings (the “Motion”) as to the Second Amended Complaint (“SAC”) of Defendants BANK OF AMERICA, N.A. and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”). The SAC alleged just the first cause of action against MERS for declaratory relief. The Court granted the

Motion as to the first cause of action for declaratory relief in its entirety without leave to amend.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED that judgment shall be and hereby is entered in favor of MERS and against Plaintiff Sangeeta Bhargava (“Plaintiff”) on all causes of action alleged against MERS, and that Plaintiff shall recover nothing against MERS in this action which shall be dismissed as to MERS with prejudice.

/s/ The Hon. William J. Elfving  
Judge of the Superior Court

Dated: 5/15/2017

**ORDER OF THE SUPERIOR COURT OF  
CALIFORNIA RE: MOTION FOR  
JUDGMENT ON THE PLEADINGS  
(APRIL 25, 2017)**

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**

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SANGEETA BHARGAVA,

*Plaintiff,*

v.

BANK OF AMERICA, NA, ET AL.,

*Defendants.*

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Case No. 16-CV-295113

Before: The Hon. William J. ELFVING,  
Judge of the Superior Court.

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The motion by defendants Bank of America, N.A. (“BANA”) and Mortgage Electronic Registration Systems, Inc. (“MERS”) (collectively, “Defendants”) for judgment on the pleadings as to all causes of action in the second amended complaint (“SAC”) of plaintiff Sangeeta Bhargava (“Plaintiff”) came on for hearing before the Honorable William J. Elfving on April 25, 2017, at 9:00 a.m. in Department 3. The matter having been submitted, the Court finds and orders as follows:

## **Factual and Procedural Background**

This is a wrongful foreclosure action initiated Plaintiff against Defendants and defendant Quality Loan Service Corporation (“Quality”). Plaintiff owns, and resides with her family in, a home located at 11860 Francemont Avenue, Los Altos Hills, California. (SAC, ¶¶ 1-4, 21, 44.) On July 26, 2005, Plaintiff obtained a loan from Countrywide Home Loans (“the Loan”), which was secured with a Deed of Trust (“DOT”) recorded against her home. (*Id.*, at ¶¶ 21-22.) MERS was listed in the DOT as the nominal beneficiary, and CTC Real Estate Services (“CTC”) was listed as the trustee. (*Id.*, at ¶ 22.)

On March 24, 2010, Gary Nord (“Nord”), purporting to be an Assistant Secretary of MERS, recorded an assignment of the DOT to BAC Home Loans Servicing (“Nord Assignment”). (SAC, ¶¶ 25-26.) The Nord assignment also purported to substitute Recontrust Company as trustee in place of CTC. (*Ibid.*) Nord, however, has never been an employee of MERS and was actually employed by BANA as a “Foreclosure Specialist.” (*Id.*, at ¶¶ 24-26.)

On June 25, 2010, Angelica Del Toro (“Del Toro”), purporting to be an Assistant Secretary of MERS, recorded a new assignment of the promissory note and DOT to BAC Home Loans Servicing as a representative of MERS (“Del Toro Assignment”). (SAC, ¶¶ 28, 30.) Like Nord, Del Toro was an employee of BANA. (*Id.*, at ¶¶ 24, 28, 30.)

On April 15, 2015, a Substitution of Trustee was recorded, naming Quality as trustee of the DOT. (SAC, ¶¶ 31.) That same day, Quality recorded a Notice of Default against the property. (*Id.*, at ¶¶ 32, 37.) It

recorded a second Notice of Default on December 23, 2015. (*Id.*, at ¶ 38.) On March 28, 2016, it recorded a Notice of Trustee Sale, which listed the date of sale as May 4, 2016. (*Id.*, at ¶ 39, Ex. 7.) The date of sale was, thereafter, continued to May 18, 2016. (*Id.*, at ¶ 46.) Defendants did not have the lawful right to foreclose upon Plaintiff's property because the assignments were fraudulently executed by employees of BANA and not MERS. (*Id.*, at ¶ 40.) Nonetheless, BANA and Quality allowed the scheduled foreclosure sale to proceed. (*Id.*, at ¶ 41.) However, the property was not sold at the sale; rather, the foreclosure is pending. (*Id.*, at ¶¶ 44-45.)

Based on the foregoing, Plaintiff filed the operative SAC against Defendants and Quality, alleging causes of action for: (1) declaratory judgment; (2) violations of the Homeowner Bill of Rights ("HBOR"); (3) slander of title; (4) attempted unlawful foreclosure; (5) cancellation of recorded instruments; and (6) unfair business practices.

On April 3, 2017, Defendants filed the instant motion for judgment on the pleadings. Plaintiff filed papers in opposition to the motion on April 17, 2017. Defendants filed a reply on April 18, 2017.

### **Discussion**

Defendants move for judgment on the pleadings on the ground that the first through sixth causes of action of the SAC fail to allege facts sufficient to constitute a cause of action. (*See* Code Civ. Proc., § 438, subd. (c)(1)(B)(ii).)

## I. Untimely Opposition

As an initial procedural matter, Plaintiff's opposition papers are untimely. Code of Civil Procedure 1005, subdivision (b) requires all opposing papers to be filed and served at least nine court days before the hearing. (*See* Cal. Rules Ct., rule 3.1300(a) [“Unless otherwise ordered or specifically provided by law, all moving and supporting papers must be served and filed in accordance with Code of Civil Procedure section 1005. . . .”].) The motion presently before the Court is set for hearing on April 25, 2017. Thus, Plaintiff was required to file and serve her opposition by April 12, 2017. (*See* Code Civ. Proc., § 1005, subd. (b).) Plaintiff's opposition papers were filed on April 17, 2017, five days late. Additionally, Plaintiff did not serve Defendants with her opposition until April 14, 2017. Defendants indicate that as a result of the untimely service they had insufficient time to prepare their reply. The Court has discretion under California Rules of Court, rule 3.1300(d) to refuse to consider late-filed papers. (Cal. Rules Ct., rule 3.1300(d); *Bozzi v. Nordstrom, Inc.* (2010) 186 Cal.App.4th 755, 765.) Because Defendants filed a substantive reply addressing the issues raised in the opposition notwithstanding the untimely service, the Court will consider Plaintiff's opposition papers. Plaintiff's counsel is admonished that future violations may result in the Court refusing to consider the late-filed paper pursuant to California Rules of Court, rule 3.1300(d).

## II. Requests for Judicial Notice

### A. Defendants' Request

Defendants ask the Court to take judicial notice the following documents attached to the request as Exhibits A through Q: (A) Deed of Trust, dated July 26, 2005, recorded document number 18501431; (B) Deed of Trust, dated February 18, 2005, recorded document number 18250186; (C) Deed of Trust, dated March 23, 2005, recorded document number 18298937; (D) Deed of Trust, dated February 18, 2005, recorded document number 18250187; (E) Deed of Trust, dated January 12, 2007, recorded document number 1927-1934; (F) Substitution of Trustee and Assignment of Deed of Trust, recorded document number 20654387; (G) Notice of Default and Election to Sell Under Deed of Trust, recorded document number 20393643; (H) Deed of Trust and request for Notice of Default, recorded document number 20753500; (I) Notice of Trustee's Sale, recorded document number 20654388; (J) Trustee's Deed Upon Sale, recorded document number 20753501; (K) Notice of Rescission of Trustee's Deed Upon Sale, recorded document number 20913212; (L) Notice of Trustee's Sale, recorded document number 21119818; (M) Notice of Rescission of Trustee's Deed Upon Sale, recorded document number 21899120; (N) Notice of Default and Election to Sell Under Deed of Trust, recorded document number 22917865; (O) Notice of Default and Election to Sell Under Deed of Trust, recorded document number 23180788; (P) Order After Hearing dated November 2, 2016; and (Q) Plaintiff's Reply to Defendant's Opposition to Her Motion to File a SAC filed on March 2, 2017.

Exhibits B-E are not proper subjects of judicial notice because they are not relevant to a material issue. (*See People ex rel. Lockyer v. Shamrock Foods Co.* (2000) 24 Cal.4th 415, 422, fn. 2 (“*Lockyer*”) [“a precondition to the taking of judicial notice in either its mandatory or permissive form-any matter to be judicially noticed must be relevant to a material issue”].) In their papers, Defendants refer to these exhibits for the purpose of showing that Plaintiff took equity from the property on multiple occasions. This reference does nothing to advance the arguments set forth in their motion.

Exhibits A and F-O are proper subjects of judicial notice because they are relevant to material issues raised by the motion and they are recorded documents. (*See Fontenot v. Wells Fargo Bank, NA.* (2011) 198 Cal.App.4th 256, 265, disapproved of on other grounds in *Yanova v. New Century Mortg. Corp.* (2016) 62 Cal.4th 919 [a court may take judicial notice of a narrow list of the facts in a recorded document, such as “the fact of a document’s recordation, the date the document was recorded and executed, the parties to the transaction reflected in a recorded document, and the document’s legally operative language, assuming there is no genuine dispute regarding the document’s authenticity”].)

Next, Exhibit P is not a proper subject for judicial notice even though it is a court order. By requesting judicial notice of Exhibit P, Defendants seek to have the Court judicially notice the fact that there is no pending trustee’s sale, which is set forth in Exhibit P. While courts are free to take judicial notice of the existence of each document in a court file, including the truth of results reached in documents such as

orders, they may not take judicial notice of the truth of hearsay statements in decisions and court files. (*People v. Woodell* (1998) 17 Cal.4th 448, 455 (“*Wooden*”); *see Lockley v. Law Office of Cantrell, Green, Pekich, Cruz & McCort* (2001) 91 Cal.App.4th 875, 882; *see also Day v. Sharp* (1975) 50 Cal.App.3d 904, 914 [stating that “[t]here exists a mistaken notion that this means taking judicial notice of the existence of facts asserted in every document of a court file, including pleadings and affidavits . . . a court cannot take judicial notice of hearsay allegations as being true, just because they are part of a court record or file”].) The hearsay statement that there is no pending trustee’s sale is not a proper subject of judicial notice. Moreover, the truth of the result reached in the order is not relevant to a material issue raised by the motion.

Finally, Exhibit Q is not a proper subject for judicial notice even though it is a court record. Defendants seek to have the Court judicially notice claims asserted by Plaintiff in Exhibit Q. Specifically, that the property is her principal residence and she moved back into the property on a particular date. These are hearsay statements that are not judicially noticeable. (*See Wooden, supra*, 17 Cal.4th at p. 455.)

For these reasons, Defendants’ request for judicial notice is DENIED IN PART and GRANTED IN PART. The request is DENIED as to Exhibits B-E and P-Q. The request is GRANTED as to Exhibits A and F-O.

## **B. Plaintiff’s Request**

Plaintiff asks the Court to take judicial notice of the Order Re: Demurrer filed on November 22, 2016. Because the document is not relevant to any material issue raised by the parties, it is not a proper subject

of judicial notice. (*See Lockyer, supra*, 24 Cal.4th at p. 422, fn. 2.) Plaintiff merely refers to this court order for background purposes. Accordingly, Plaintiff's request for judicial notice is DENIED.

### **III. Legal Standard**

A motion for judgment on the pleadings is the functional equivalent of a general demurrer. (*Evans v. California Trailer Court, Inc.* (1994) 28 Cal.App.4th 540, 548; *Cloud v. Northrop Grumman Corp.* (1998) 67 Cal.App.4th 995, 999; *Shea Homes Limited Partnership v. County of Alameda* (2003) 110 Cal.App.4th 1246, 1254 ("Shea").) A defendant can move for judgment on the pleadings on the ground that the complaint does not state sufficient facts to constitute a cause of action. (Code Civ. Proc., § 438, subd. (c)(1) (B)(ii).) "The grounds for the motion must appear on the face of the complaint, and in any matters subject to judicial notice. [Citation.] The court accepts as true all material factual allegations, giving them a liberal construction, but it does not consider conclusions of fact or law, opinions, speculation, or allegations contrary to law or judicially noticed facts. [Citations.]" (*Shea, supra*, 110 Cal.App.4th at p. 1254; *Kapsimallis v. Allstate Ins. Co.* (2002) 104 Cal.App.4th 667, 672.)

### **IV. First Cause of Action**

The first cause of action alleges a claim for declaratory judgment against Defendants. Plaintiff seeks to have both assignments of the DOT, the substitutions of trustee, the notices of default, and the notice of trustee sale declared null and void on the basis they

were fraudulently executed by individuals who lacked lawful authority to do so. (SAC, ¶¶ 51-58.)

As Defendants persuasively argue, Plaintiff lacks standing to challenge the subject mortgage documents. Robo-signing is the failure to conduct a review of the evidence substantiating a borrower's default prior to recording or filing certain documents, including an assignment of a deed of trust, which is what Plaintiff alleges occurred in the SAC. (*See Michael J. Weber Living Trust v. Wells Fargo Bank, N.A.* (N.D. Cal., Mar. 25, 2013, No. 13-CV-00542-JST) 2013 WL 1196959, at \*4.) Robo-signing claims often take the form of a plaintiff alleging an employee of an entity without the property authority signed an assignment. (*See Pratap v. Wells Fargo Bank, N.A.* (N.D. Cal. 2014) 63 F.Supp.3d 1101, 1109 ("Pratap"); *see also Maynard v. Wells Fargo Bank, N.A.* (S.D.N.Y Sept. 11, 2013, No. 12cv1435 AJB (JMA)) 2013 WL 4883202, at \*7-8.) Even though Plaintiff repeatedly alleges that these documents are void due to robo-signing, the allegations are mere legal conclusions and are not in accordance with the law. Plaintiff fails to plead sufficient facts support her allegations that the documents were robo-signed and the individual signatories lacked legal authority to execute the documents. Moreover, contrary to Plaintiff's assertions, it is well-settled that robo-signing renders an assignment only voidable, not void. (*See Pratap, supra*, 63 F.Supp.3d at p. 1109; *see also Mendoza v. JPMorgan Chase Bank, N.A.* (2016) 6 Cal. App.5th 802, 819; *Javaheri v. JPMorgan Chase Bank, N.A.* (C.D. Cal., Aug. 13, 2012, No. 2:10-CV-08185-ODW) 2012 WL 3426278, at \*6.) "[N]umerous courts have found that where a plaintiff alleges that a document is void due to robo-signing, yet does not contest

the validity of the underlying debt, and is not a party to the assignment, the plaintiff does not have standing to contest the alleged fraudulent transfer.” (*Pratap, supra*, 63 F.Supp.3d at p. 1109.) Here, Plaintiff does not contest the underlying debt and her claims that the mortgage documents are void are solely based on the alleged robo-signing.

Because Plaintiff has already had an opportunity to correct this defect and failed to do so, the motion for judgment on the pleadings as to the first cause of action is GRANTED, without leave to amend. (*See Melton v. Boustred* (2010) 183 Cal.App.4th 521, 544 (“*Melton*”) [“the plaintiff must demonstrate a reasonable possibility that the complaint’s defects can be cured by amendment”]; *see also Davies v. Sallie Mae, Inc.* (2008) 168 Cal.App.4th 1086, 1097 (“*Davies*”) [appellate court determined that trial court did not abuse its discretion in sustaining a demurrer without leave to amend after plaintiff had previous opportunities to amend the complaint]; *City of Atascadero v. Merrill Lynch, Pierce, Fenner & Smith, Inc.* (1998) 68 Cal. App.4th 445, 459 (“*City of Atascadero*”) [“where the nature of the plaintiff’s claim is clear, and under substantive law no liability exists, a court should deny leave to amend because no amendment could change the result”].)

## **V. Second Cause of Action**

The second cause of action alleges claims for violations of the HBOR against BANA. Specifically, Plaintiff alleges that BANA violated Civil Code sections 2924, subdivision (a)(6), 2924.17, subdivision (b), 2924f, subdivision (b)(1), and 2923.6, subdivision (c).

Because Plaintiff adequately states a claim for violation of Civil Code section 2924f, subdivision (b) (1) the Court finds that Defendants' motion as to this claim is not well-taken. Civil Code section 2924f, subdivision (b)(1) requires that "before any sale of property can be made under the power of sale contained in any deed of trust or mortgage, or any resale resulting from a rescission for a failure of consideration . . . , notice of the sale thereof shall be given by posting a written notice of the time of sale' and of the street address and the specific place at the street address where the sale will be held. . . ." Plaintiff alleges that BANA violated this section by posting the incorrect time on the Notice of Trustee Sale. (SAC, ¶¶ 64-65.) Specifically, Plaintiff pleads: "The notice of trustee sale and letter of continuance lists the sale time as 9:00 a.m., at the back of the courthouse located at 191 North Market Street, San Jose. Trustee sales are never conducted at 9:00 a.m. at that location but instead at either 10:00 a.m. or 11:00 a.m." *Id.*, at ¶ 64.) These allegations sufficiently plead why the Notice of Trustee Sale was incorrect and nothing else is required to allege a violation of Civil Code section 2924f, subdivision (b)(1).

Nonetheless, Defendants contend that this claim fails because Plaintiff does not allege that she occupied the property at the time of the wrongdoing alleged in the SAC. Defendants assert that Plaintiff should be "estopped from now asserting HBOR claims for a period when she admittedly did not reside at the Property." (Ds' Mem. Ps. & As., p. 17:11-12.) Defendants' argument is predicated in part on Exhibit Q, and the purported fact that Plaintiff did not move back into the property until sometime in 2017.

Defendants' argument lacks merit. To the extent their argument is based on Exhibit Q it is improper because the Court has not taken judicial notice of Exhibit Q and the date that Plaintiff purportedly moved back into the property is not alleged in the SAC. Furthermore, Plaintiff adequately alleges that the property is her primary residence. (*See* SAC, ¶¶ 1-4, 21, 44; *see also* Civ. Code, § 2924.15, subd. (a) [requiring a plaintiff asserting a claim under the HBOR to plead "the property is the principal residence of the borrower"].) Defendants do not cite any legal authority whatsoever demonstrating that Plaintiff must also allege that she occupied the property at the time of the wrongdoing alleged in the SAC, or that she should be estopped from asserting her claim because she did not previously reside in the property. (*See Badie v. Bank of America* (1998) 67 Cal.App.4th 779, 784-785 ["When [a party] fails to raise a point, or asserts it but fails to support it with reasoned argument and citations to authority, we treat the point as waived."]; *see also Schaeffer Land Trust v. San Jose City Council* (1989) 215 Cal.App.3d 612, 619, fn. 2 ["[A] point which is merely suggested by a party's counsel, with no supporting argument or authority, is deemed to be without foundation and requires no discussion."].)

Lastly, Defendants argue that "[t]he claim . . . lacks any current justiciable controversy" because the Notice of Trustee's Sale, which set the sale for May 4, 2016, is no longer valid as the sale never went forward. This argument lacks merit as Defendants fail to explain why Plaintiff is prevented from recovering for the alleged violation of Civil Code section 2924f, subdivision (b)(1) simply because the scheduled sale

did not go forward as planned. The cases cited by Defendants regarding the requirement of a current justiciable controversy address claims for declaratory relief. (*See e.g., City of Cotati v. Cashman* (2002) 29 Cal.4th 69, 80.) The second cause of action is not a claim for declaratory relief and, therefore, the cases relied upon by Defendants are inapplicable.

Because Plaintiff adequately states a claim for violation of Civil Code section 2924f, subdivision (b)(1) and a motion for judgment on the pleadings does not lie to part of a cause of action, the motion for judgment on the pleadings as to the second cause of action is DENIED.

## **VI. Third Cause of Action**

The third cause of action is for slander of title against BANA. (*See Stalberg v. Western Title Ins. Co.* (1994) 27 Cal.App.4th 925, 929 [slander of title occurs when there is an unprivileged publication of a false statement which disparages title to the property and causes pecuniary loss].) This claim is based on the harm allegedly caused to Plaintiff by the recording of the fraudulently executed mortgage documents. (SAC, ¶¶ 71-75.)

Here, as previously stated, Plaintiff fails to sufficiently allege the robo-signing and, therefore, the fraudulent execution of the mortgage documents cannot serve as a proper basis to this claim. (*See Reed v. Wilmington Trust, N.A.* (N.D. Cal., June 3, 2016, No. 16-CV-01933-JSW) 2016 WL 3124611, at \*6 [granting motion to dismiss claim for slander of title when the underlying robo-signing allegations were insufficiently pled].) As the claim is predicated on the robo-signed

documents, Plaintiff additionally fails to plead standing to assert her claim.

Because Plaintiff has already had an opportunity to correct this defect and failed to do so, the motion for judgment on the pleadings as to the third cause of action is GRANTED, without leave to amend. (*See Melton, supra*, 183 Cal.App.4th at p. 544 [“the plaintiff must demonstrate a reasonable possibility that the complaint’s defects can be cured by amendment”]; *see also Davies, supra*, 168 Cal.App.4th at p. 1097 [appellate court determined that trial court did not abuse its discretion in sustaining a demurrer without leave to amend after plaintiff had previous opportunities to amend the complaint]; *City of Atascadero, supra*, 68 Cal. App.4th at p. 459 [“where the nature of the plaintiff’s claim is clear, and under substantive law no liability exists, a court should deny leave to amend because no amendment could change the result”].)

## **VII. Fourth Cause of Action**

The fourth cause of action is for attempted unlawful foreclosure against BANA. Plaintiff pleads that BANA initiated an unlawful foreclosure because the mortgage-related documents were fraudulently executed without the required authority and, thus, it had no authority to initiate the foreclosure. (SAC, ¶¶ 82-87.)

With regard to standing, as discussed above, Plaintiff inadequately pleads standing to assert a cause of action based on her allegation of robo-signing in a pre-foreclosure context. Further, Plaintiff’s allegations of robo-signing are insufficiently pled and not supported by facts. Thus, Defendants’ motion as to this cause of action is well-taken.

Because Plaintiff has already had an opportunity to correct this defect and failed to do so, the motion for judgment on the pleadings as to the fourth cause of action is GRANTED, without leave to amend. (*See Melton, supra*, 183 Cal.App.4th at p. 544 [“the plaintiff must demonstrate a reasonable possibility that the complaint’s defects can be cured by amendment”]; *see also Davies, supra*, 168 Cal.App.4th at p. 1097 [appellate court determined that trial court did not abuse its discretion in sustaining a demurrer without leave to amend after plaintiff had previous opportunities to amend the complaint]; *City of Atascadero, supra*, 68 Cal.App.4th at p. 459 [“where the nature of the plaintiff’s claim is clear, and under substantive law no liability exists, a court should deny leave to amend because no amendment could change the result”].)

### **VIII. Fifth Cause of Action**

The fifth cause of action alleges a claim for cancellation of record instruments against BANA. Plaintiff alleges the fraudulently executed mortgage-related documents harmed her because she has been deprived of her rights and protections as set forth in the HBOR. (SAC, ¶¶ 91-95.)

This claim fails because, as discussed above, Plaintiff fails to adequately plead that the mortgage-related documents were robo-signed. Because this claim is predicated on the documents being fraudulent, the motion succeeds on that basis alone.

Because Plaintiff has already had an opportunity to correct this defect and failed to do so, the motion for judgment on the pleadings as to the fifth cause of action is GRANTED, without leave to amend. (*See Melton, supra*, 183 Cal.App.4th at p. 544 [“the plaintiff

must demonstrate a reasonable possibility that the complaint's defects can be cured by amendment"]; *see also Davies, supra*, 168 Cal.App.4th at p. 1097 [appellate court determined that trial court did not abuse its discretion in sustaining a demurrer without leave to amend after plaintiff had previous opportunities to amend the complaint]; *City of Atascadero, supra*, 68 Cal.App.4th at p. 459 ["where the nature of the plaintiff's claim is clear, and under substantive law no liability exists, a court should deny leave to amend because no amendment could change the result"].)

## IX. Sixth Cause of Action

The sixth cause of action alleges a claim for unfair business practices against BANA. This claim is predicated, in part, on BANA's alleged fraudulent execution of the mortgage-related documents. (SAC, ¶¶ 100-103.) The claim is also based on the BANA's alleged violations of the HBOR. (*Id.*, at ¶ 104.)

"The UCL prohibits, and provides civil remedies for, unfair competition, which it defines as 'any unlawful, unfair or fraudulent business act or practice.' [Citation.] Its purpose 'is to protect both consumers and competitors by promoting fair competition in commercial markets for goods and services.' [Citations.]" (*Kwikset Corp. v. Super. Court* (2011) 51 Cal. 4th 310, 320.) "Because . . . section 17200 is written in the disjunctive, it establishes three varieties of unfair competition-acts or practices which are unlawful, or unfair, or fraudulent. In other words, a practice is prohibited as unfair or deceptive even if not unlawful and vice versa." (*Puentes v. Wells Fargo Home Mort-*

*gage, Inc.* (2008) 160 Cal.App.4th 638, 644, citations and quotations omitted.)

Here, Plaintiff's second cause of action survives Defendants' motion based on the alleged violation of Civil Code section 2924f, subdivision (b)(1). Consequently, that violation can properly serve as the basis for Plaintiff's sixth cause of action. (*See Krantz v. BT Visual Images, LLC* (2001) 89 Cal.App.4th 164, 178 [the viability of a UCL claim stands or falls with the antecedent substantive causes of action].)

Accordingly, the motion for judgment on the pleadings as to the sixth cause of action is DENIED.

/s/ William J. Elfving  
Judge of the Superior Court

April 25, 2017

**SUBSTITUTION OF TRUSTEE AND  
ASSIGNMENT OF DEED OF TRUST  
(MARCH 22, 2010)**

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Recording Requested by:

Reconstruct Company

And when recorded mail Document and Tax Statements  
to:

Reconstruct Company  
1800 Tapo Canyon Rd., CA6-914-01-94  
Simi Valley, CA 93063

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ATTN: Joselyn Casillas  
TS No. 09-0114908

090572741

The undersigned MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., (hereinafter referred  
to as Beneficiary) is the Beneficiary of that certain  
Deed of Trust dated 07/26/2005, executed by RAGHAV  
BHARGAVA, AND SANGEETA BHARGAVA, WIFE  
AND HUSBAND AS JOINT TENANTS, Trustor, to  
CTC REAL ESTATE SERVICES, as Trustee, and  
recorded as Instrument No. 18501431 on 08/01/2005,  
of Official Records in the County Recorder's Office of  
SANTA CLARA County, California. NOW THEREFORE,  
Beneficiary hereby substitutes RECONTRUST  
COMPANY, N.A., WHOSE ADDRESS IS:1800 Tapo  
Canyon Rd., CA6-914-01-94, SIMI VALLEY, CA 93063,  
as Trustee under said Deed of Trust herein referred  
to, in the place and stead of and with all rights, title,  
powers, and interest of the former trustee described  
above.

FOR VALUE RECEIVED, the undersigned hereby grants, assigns, conveys and transfers to BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP all beneficial interest under that certain Deed of Trust described above. Said described land: "As more fully described in the above referenced Deed of Trust." Together with the note or notes therein described or referred to, the money due and to become due thereon with the interest, and all rights accrued or to accrue under said Deed of Trust.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

BY: /s/ Gary Nord  
Assistant Secretary

DATED: March 22, 2010

State of: CALIFORNIA  
County of: VENTURA

On Mar 22, 2010 before me, Michelle I. Miller, notary public, personally appeared GARY NORD, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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.

/s/ Michelle I. Miller

Notary Public's signature

COMM: #1836833

Notary Public California

Los Angeles County

My Comm. Expires Feb. 15, 2013

**CORPORATION ASSIGNMENT  
OF DEED OF TRUST  
(JUNE 21, 2010)**

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Recording Requested by:

Reconstruct Company

And when recorded mail Document and Tax Statements  
to:

Reconstruct Company  
1800 Tapo Canyon Rd., CA6-914-01-94  
Simi Valley, CA 93063

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TS No. 09-0114908

090572741

FOR VALUE RECEIVED, THE UNDERSIGNED  
HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

BAC HOME LOANS SERVICING, LP FKA  
COUNTRYWIDE HOME LOANS SERVICING LP

ALL BENEFICIAL INTEREST UNDER THAT  
CERTAIN DEED OF TRUST DATED 07/26/2005,  
EXECUTED BY: RAGHAV BHARGAVA, AND  
SANGEETA BHARGAVA, WIFE AND HUSBAND  
AS JOINT TENANTS, TRUSTOR: TO CTC  
REAL ESTATE SERVICES, TRUSTEE AND  
RECORDED AS INSTRUMENT NO. 18501431 ON  
08/01/2005, OF OFFICIAL RECORDS IN THE  
COUNTY RECORDER'S OFFICE OF SANTA CLARA  
COUNTY, IN THE STATE OF CALIFORNIA.

DESCRIBING THE LAND THEREIN: AS MORE  
FULLY DESCRIBED IN SAID DEED OF TRUST

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/ MORTGAGE.

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC.

BY: /s/ Angelica Del Toro  
Assistant Secretary

DATED: 06/21/10

State of: CA  
County of: VENTURA

On Jun 22, 2010 before me, Michelle I. Miller, notary public, personally appeared ANGELICA DEL TORO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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.

/s/ Michelle I. Miller

Notary Public's signature

COMM: #1836833

Notary Public California

Los Angeles County

My Comm. Expires Feb. 15, 2013

**SUBSTITUTION OF TRUSTEE  
(MARCH 20, 2015)**

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Recording Requested by:

**STEWART TITLE**

When recorded mail to:

Bank of America, Collateral Request Team  
1800 Tapo Canyon Road  
Simi Valley, CA 96063

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TS No.: CA-15-656513-HL

Order No.: 10-4-331351-03

MERS MIN No.: 1000157-0005587386-9

WHEREAS, RAGHAV BHARGAVA, AND SAN-  
GEETA BHARGAVA, WIFE AND HUSBAND AS  
JOINT TENANTS was the original Trustor, CTC  
REAL ESTATE SERVICES was the original Trustee,  
and MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. AS NOMINEE FOR COUNTRY-  
WIDE, HOME LOANS, INC. was the original Benefi-  
ciary under that certain Deed of Trust dated 7/26/2005  
and recorded on 8/1/2005 as Instrument No. 18501431,  
in book XXX, page XXX, of Official Records of SANTA  
CLARA, County, CA; and

WHEREAS, the undersigned is the present Bene-  
ficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute  
a new Trustee under said Deed of Trust in place and  
stead of said original Trustee, or Successor Trustee,

thereunder, in the manner provided, for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed, of Trust.

BANK OF AMERICA, N.A.

BY: /s/ Clarissa Wells  
Assistant Vice President

DATED: March 20, 2015

State of: Texas

County of: Dallas

Before me, Courtney Morgan, Notary Public (insert name of notary), the undersigned officer, on this, the 20 day of March, 2015 personally, appeared Clarissa Wells (insert name of signer) through production of A Texas Driver's License as identification, who identified her to be the Assistant Vice President of Bank of America, N.A., the person, and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

/s/ Courtney Morgan

Notary Public, State of Texas

Commission No.: 12820061-3

My Comm. Expires 02-02-2019