

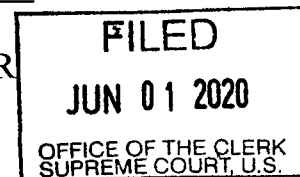
NO: _____

20-5455

**IN THE
SUPREME COURT OF THE UNITED STATES**

Fareed-Sepehry-Fard-----PETITIONER

v.



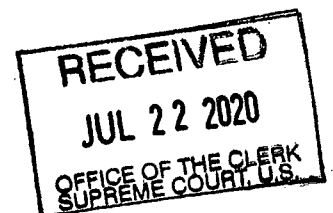
Aurora Bank FSB, GPM Heloc, Bank of America, U.S. Bank National
Association as trustee for GreenPoint Mortgage
Funding, Frank H. Kim, Severson & Werson-----RESPONDENTS (s)

ON PETITION FOR WRIT OF CERTIORARI TO

**Supreme Court of California, Case No. S260411
After an Unpublished Decision by the Court of Appeal**

PETITION FOR WRIT OF CERTIORARI

Fareed-Sepehry-Fard, *Sui Juris*
C/o 12309 Saratoga Creek Dr.
Saratoga, the State of California, Santa Clara County
(Zip code Exempt DMM 602 sec 1.3(e))
Phone Number (408) 690-4612
Email: Ahuraenergysolarcells@msn.com



Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

QUESTION PRESENTED

A recalled judge in 2018, Mr. Aaron Persky of Superior Court of California, County of Santa Clara, granted relief in 2012 to strangers to an alleged financial transactions, while blocking any and all Petitioner's attempts of discovery.

The attorneys at Severson & Werson APC admitted, later on, that they never ever had or have any power of attorney to represent neither U.S.

BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("the ghost") which never existed and does not exist nor U.S. BANK NATIONAL ASSOCIATION nor from any damaged party, party of interest and holder in due course of the alleged debt, alleged note [which is forged] and alleged mortgage.

The facts are that, all cases, including traffic, civil, criminal, civil harassment et. al., filed in courts are assigned Committee on Uniform Securities Identification Procedures ("CUSIP") numbers which are traded on

Wall Street and monetized through variety of ruses, to wit: through Credit

Default Swaps ("CDSs"), Collateralized Debt Obligation ("CDO"), Yield

Spread Premiums, all other insurance payouts, leveraging on deprivation of people's rights under the color of law (packaged as CUSIP numbers), in violation of 18 US Code Sections 241 and 242 as well as Title 42 US Code sections 1983 and 1985, among others.

In majority, if not all these cases, the sources of the monies used for these CUSIP numbers' trades, are from sex and human trafficking, child trafficking, drug cartels and unlawful conduct.

The court administrators erroneously labeled as judges, such as but not limited to the recalled judge, Mr. Persky, systematically denied and deny any and all discoveries as to proof of the value allegedly paid for these fabricated and false transactions by the identified entities since: 1) they know, those sources identified, are not the sources who paid anything for the alleged financial transactions identified in the manufactured paper trail filed in courts and in county recorder; 2) they are bribed to disallow discovery.

From time to time, some court administrators, based on ignorance, or simply because, they can not be bought, or both, allow for discovery, and all of sudden, the homeowner would be offered a confidential settlement offer by the ghost's culprits, yet the criminal enterprise continues its operations as usual, on other victims. The review by this court of records is a matter of National Security.

Moreover, the court of Appeal in *Sepehry-Fard* expressly set aside perfection of Petitioner's Arbitration Award, as if it did not exist, creating an irreconcilable conflict in the published SCOTUS decision in *Henry Schein, Inc., et al. v. Archer & White Sales, Inc.* certiorari to the united states court of appeals for the fifth circuit No. 17–1272. Argued October 29, 2018—Decided January 8, 2019. The issue presented is:

Should this court end the conflict in lower courts by applying *Schein* rules nationwide that Arbitration Award is effective upon its perfection under notary witness sworn affidavit, non-judicially where the issue of the Arbitration Award as an operation of law is the pre-cursor to the secondary questions thus disapproving lower courts' interpretation of non-judicial Arbitration Award specially when those interpretation was done by a very corrupt recalled judge which has significantly damaged Petitioner economically, physically and emotionally and continues to damage Petitioner economically, physically and emotionally?

LIST OF PARTIES

All parties appear in the caption page of the case on the cover page.

TABLE OF CONTENTS

OPINIONS BELOW.....	1
JURISDICTION.....	2
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED.....	2
STATEMENT OF THE CASE.....	3
A. What the Petition to Recall Remittitur Asked the California Supreme Court to Do?.....	5
B. Trial Court Proceedings.....	10
C. The Court of Appeal Affirms.....	11
D. Post-opinion proceedings.....	14
ARGUMENT.....	15
A. This Court should grant review to end confusion in the lower California courts over the unanimous decision in <i>Henry Schein, Inc., et al. v. Archer & White Sales, Inc.</i> that arbitration award is not a cause of action but a fact....	15
B. This Court should grant review in the interest of justice since there is ample proof positive of no loan made to Petitioner from any of the Respondents which is the same as the arbitration award and Petitioner still wins.....	28
REASONS FOR GRANTING THE WRIT.....	31
CONCLUSION.....	34

INDEX TO APPENDICES

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

TABLE OF AUTHORITIES

CASES	PAGE NUMBER
-------	-------------

California Cases

<i>Keshtgar v. US. Bank, NA.</i> , 2104 Cal.App. LEXIS 498 (Cal. Ct. App. 2 nd Dist., Div. Six June 9, 2014).....	<i>Passim</i>
<i>Sepehry-Fard v. Aurora Bank</i> CA6 (2016).....	3,5,33
<i>Yvanova v. New Century Mortgage Corp.</i> , 226 Cal:App.4 th 495 (2014).....	3,4
<i>Gomes, supra</i> , 192 Cal.App.4th.....	3
<i>Serrano v. Stefan Merli Plastering Co., Inc. (2008)</i> 162 Cal.App.4th 1014, 1029.....	13

Federal Cases

<i>U.S. v. Tweel</i> , 550 F. 2d.297.....	21
<i>Culhane v. Aurora Loan Services</i> , 708 F.3d 282, 290 (1st Cir. 2013).....	<i>Passim</i>
<i>Ohlendorf v. American Home Servicing</i> , 279 F.R.D. 575 (E.D. Cal. 2010).....	<i>Passim</i>
<i>Media Technologies Licensing, LLC v. Upper Deck Co.</i> , 334 F.3d 1366, 1370 (Fed. Cir. 2003) (Cal).....	23
<i>Sosa v. Fite</i> , 498 F. 2d 114, 116, 117 (5th Cir. 1974).....	<i>Passim</i>

Supreme Court Cases

<i>Basso v. Utah Power and & Light Co.</i> 495 F 2d 906, 910.....	13,14
<i>Lujan v. Defenders of Wildlife</i> , 504 U.S. 555, 570 n.5 (1992).....	22
<i>Rent-A-Center, West, Inc. v. Jackson</i> , 561 U. S. 63, 67.....	16,18
<i>AT&T Technologies, Inc. v. Communications Workers</i> , 475 U. S. 643, 649–650.....	16,18
<i>Keene Corp. v. United States</i> , 508 U.S. 200, 207 (1993).....	22
<i>Compton v. State of Alabama</i> , 214 U.S. 175 (1909).....	16

STATUTES AND RULES

California Statutes

California Commercial Code 3308.....	7
--------------------------------------	---

California Rules of Court

Rule 8.25 (b) (3).....	15
------------------------	----

Statutes and Other Authorities

Title 9, US Code.....	24,25
<i>Cal. Const., art. VI, § 10</i>	13
Civil Code of the State of California section 3516.....	16,17
Fed. R. Civ. P. Rule 12 (h) (3).....	29
Black’s Law Dictionary.....	24

Article 1 section 10 of the Constitution.....	7
Article III	22
Internal Revenue Code §§860D, 860F(a), 860G(d).....	9
Rest.2d Conf. of Laws, § 32.....	12
Code of Civil Procedure Section 170.3(c)(5)	14,15
Demarest v. Hopper, 22 N. J. Law, 019; Martin v. Railroad Co., 83 Me. 100, 21 Atl. 740; Yeeder v. Mudgett, 95 N. Y. 295.	24
Bureau of Land Management, Public Information Office.....	<i>Passim</i>
Land Patent.....	<i>Passim</i>
Treaty of Guadalupe Hidalgo between the United States and the Republic of Mexico.....	<i>Passim</i>

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below issued by a recalled Superior Court of California, Santa Clara County Court judge.

OPINIONS BELOW

The Decision of the highest state court Denying to Recall Remittitur based on a void judgment issued by a recalled judge appears at Exhibit A [1 PT 6]¹ and is unpublished.

The Decision of the 6th District Court of Appeal, the 2nd highest state court, rejecting Motion to Recall Remittitur based on a void judgment issued by a recalled judge appears at Exhibit B [1 PT 12-23] and is unpublished.

The Opinion of the Santa Clara County recalled Court judge appears at Exhibit C [1 PT 49-54] and is unpublished.

¹ PT stands for Petitioner's Transcripts concurrently filed, [1 PT 49-54] means volume 1 of Petitioner's Transcripts pages 49 to 54 inclusive, etc. etc

JURISDICTION

The date on which the highest state court decided my case was on March 11, 2020. A copy of that decision appears at Exhibit A [1 PT 6].

The jurisdiction of this court is invoked under 28 U.S.C §1257(a) and 5th amendment right to due process.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Petitioner was unable to obtain an impartial arbitrator and an impartial forum, without bias, pursuant to the 4th, 5th, 6th, 7th, and 14th Amendment guaranteed rights of the federal Constitution of 1787, as purviewed by the states for Complainant, Petitioner and Appellant Fareed -Sepehry-Fard. Petitioner has been wronged by a recalled judge, and as an American, is due remedy.

Accordingly, the lower court order is void on its face, in fact and in law due to inter alia, recalled judge's void order, who had neither *In Personam* nor subject matter jurisdiction, *Id.*

STATEMENT OF THE CASE

Petitioner, Plaintiff and Appellant Fareed-Sepehry-Fard, *Sui Juris*, (or "Petitioner") appealed a decision by the trial court sustaining a demurrer to the Second Amended Complaint (or "SAC") without leave to amend, order issued by a recalled judge, Exhibit A [1 PT 49-54].

The court of appeal upheld the demurrer. *Sepehry-Fard v. Aurora Bank FSB* CA6, opinion at Exhibit B [1 PT 36 - 48].

Yet, the court of appeal also agreed that "In dicta, the court in Gomes suggested that a preemptive attack on a nonjudicial foreclosure might adequately state a cause of action if the complaint provides a "specific factual basis" to call a defendant's authority to foreclose into question. (Gomes, *supra*, 192 Cal.App.4th at p. 1156, italics omitted.)", *Id*, at page 45.

Later on, California Supreme Court in *Yvanova v. New Century Mortg. Corp.*, 365 P.3d 865, 850 (Cal. 2016) said that it is against the law for complete strangers to Petitioner, as in here; to do anything against the Petitioner without any evidentiary

hearing, and in fact blocking discovery, as in here, as to the standing of the Respondents and their proof of payment for the alleged debt, doubly voiding the void order issued by the recalled judge, *"The borrower owes money not to the world at large but to a particular person or institution, and only the person or institution entitled to payment may enforce the debt by foreclosing on the security."* Emphasis added, *Yvanova, Id.*

Since Relief was granted to complete strangers to Petitioner based on facts on records without any authority and any relationship with Petitioner, whatsoever, Petitioner has been harmed economically, emotionally and physically, by and through a void order issued by a recalled judge, who conducted several ex parte communications with Respondents' attorneys who admitted to Petitioner later on that the attorneys do not and never did represent neither U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 nor U.S. BANK NATIONAL ASSOCIATION.

This summary of facts is based on sworn statements of
Petitioner made in the Petition to recall remittitur.

**A. What the Petition to Recall Remittitur Asked the
California Supreme Court to Do?**

Petitioner asked The California Supreme Court to recall
the void remittitur issued by California Sixth District Court of
Appeals based on an order issued by the recalled judge Mr.
Persky, Exhibit D at [1 PT 78-90].

Petitioner presented to the lower courts in addition to fact
that the remittitur issued by a recalled judge is void and of no
force and effect, it must additionally be reversed because it was
based on the predicate ownership of the alleged debt by an entity
that never existed, does not exist, never had any bank account,
never paid for anything since it was never funded, and was used
a rented name by Nationstar Mortgage LLC. (Aurora Bank)
using very corrupt and bribed judges to use People's homes as
conduits to conduct unlawful money laundering for pedophiles,
drug cartels, sex traffickers and others when there is absolutely
no relationship between the false claimants, that never existed,
do not exist, without any power of attorney to the alleged debt

collector attorneys to conduct any acts against Petitioner and injured man, whatsoever.

Petitioner stated under oath that the false claimants have been committing acts of piracy and grand theft of Petitioner's home when there were never ever any relationships of any kind among Petitioner and any and all the false claimants, whoever they may be, since the named claimant, to wit: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("the ghost") never existed and does not exist and the attorneys have admitted that they have no power of attorney neither from the ghost nor from U.S. BANK NATIONAL ASSOCIATION nor from any damaged party, party of interest and holder in due course of the alleged debt, alleged note [which is forged] and alleged mortgage.

Moreover, attorneys admitted on records that they have no power of attorney from any damaged party, Exhibit D (1 PT, at pages 78-87.)

Petitioner declared and obtained an arbitration award, through a notary witness, that the Respondents' security instrument was null and void and made a record of that in county recorder, see Instrument Number 21300093 filed in Santa Clara County Court on September 1, 2011.

Petitioner alleged harm done to Petitioner and that there were never ever any loan made to Petitioner from any of the Respondents and their co parties, Exhibit D (1 PT, at page 69 and throughout PT.) Petitioner challenged the trial court on its *In Peronam* jurisdiction and subject matter jurisdiction over Respondents, Petitioner through proper judicial notice, made a record that per Article 1 section 10 of the Constitution: "No State shall enter into any Treaty, Alliance, or Confederation; or Law impairing the Obligation of Contracts...." and that Petitioner already has his judgment and required court's assistance in enforcing that judgment and that Petitioner never received any "loan" from any of the Respondents, *Id.*, that Petitioner wants his monies back, that the judge agreed to a trial by jury pursuant to Petitioner's 7th amendment rights but the judge failed to deliver, that Petitioner pursuant to UCC 3-308

(which is the same as California Commercial Code 3308) disputed all the signatures on the alleged note and false assignments because Petitioner complained that his signature on one or more promissory notes were forged and subsequently Petitioner complained to Police about his identity theft at [1 PT 24], to Federal Trade Commission about his identity theft and securities fraud committed and perfected by the Respondents and their culprits at [1 PT 27-29], and to all three credit reporting agencies where Petitioner's identity had been stolen by using incorrect names and 16 different addresses for Petitioner when none of them were correct at [1 PT 30] and using a social security number that does not belong to Petitioner since it ended with 6 where Petitioner's Social Security Number ends with 7 and not 6 at [1 PT 31], that numerous false assignments were fraudulent and void which repeatedly revealed several broken chain of title among various entities and the original so called "*lender*" and that there were never ever any "for value consideration" or payment for any of the false assignments that false paper trail, Respondents created in the county recorder to create a false air of privity between Petitioner and the

Respondents when there has never been any, in addition to the fact that those false assignments, years after the alleged trust had been closed, clearly violated state and Federal trust laws, REMIC | Internal Revenue Code §§860D, 860F(a), 860G(d).

A REMIC or special purpose vehicle (SPV) is an entity that is created for the specific purpose of being a tax-free pass-through for interest income generated by pooled mortgages. This allowed investors to purchase shares or certificates in a mortgage pool that was only taxed once at the investor level. The REMIC rules allowed the mortgage pools to collect interest income from the pool and disburse that income to the certificate holders tax-free at the pool level. Prior to the REMIC, interest income from pooled mortgage investments were taxed twice, once at the pool level and again at the investor level. REMIC rules are very specific, and to qualify as a REMIC under federal and state tax codes, the SPV had to meet very stringent requirements. With respect to RMBS the controlling trust document is known as the Pooling and Servicing Agreement (PSA). One function of the PSA is to establish the rules governing the trust such that the trust's activities and management conform to IRC 860. If the

trust did not conform, it loses its REMIC status and its tax-free pass-through status, therefore the alleged contract, in addition, is void in view of numerous false assignments, post closure of the alleged trust in 2007.

B. Trial Court Proceedings

Based on Petitioner's judgment and arbitration award, non-judicially at inter alia Instrument Number 21300093 filed in Santa Clara County Court on September 1, 2011 in addition to the several break in the chain of title, Petitioner sued Respondents. Petitioner filed the original complaint on September 2011, (1 PT, at page 37.) The Defendants demurred to this complaint, but petitioner was granted leave to amend. Petitioner filed first amended complaint (or "FAC"), the Defendants again demurred to the FAC, but petitioner was granted leave to amend FAC. In FAC, Petitioner alleged that Respondents have reported derogatory and adverse credit reporting to credit agencies on an unsubstantiated debt when Respondents have been complete stranger to Petitioner and once again complained that there has never ever been any default since Petitioner does not and never did have any loan with the

Respondents, that Respondents have extorted monies and stolen monies from Petitioner, that Petitioner already has his judgment and requested the court to enforce Petitioner's judgment, that Petitioner again challenged the court's subject matter and In Personam jurisdiction over the Defendants since they never appeared in any court of records, (1 PT, at page 37). In Second Amended Complaint, Petitioner again challenged the court's In Personam and subject matter jurisdiction over Respondents and provided offer of proof, the recalled judge blocked discovery, conducted ex parte communications with Defendants, completely railroaded Petitioner at every turn and repeatedly denied Petitioner's due process rights.

C. The Court of Appeal Affirms.

Petitioner appealed. On December 31, 2015, Petitioner moved the court to strike Respondents' brief in its entirety based on inter alia, court's lack of *In Personam* and Subject matter jurisdiction over Respondents. The presiding judge denied that motion without any opinion on January 13, 2016, [1 PT 10]. Petitioner then filed for a motion for Findings and Facts and Conclusion of law on January 15, 2016. Again, the presiding

judge without any opinion denied that motion on January 22, 2016. Petitioner on January 19, 2016, filed a notice of fraud on court to clerk, prima facie evidence of collusion and conspiracy to deny rights and racketeering perfected by public servants dressed as judges, [1 PT 10]. On January 20, 2016, Petitioner filed his Partial Material for Oral Arguments. On February 16, 2106 the court of appeal affirmed in an unpublished opinion, [1 PT 36].

In the court of appeal memorandum decision entered in court of records on February 16, 2016, the court appears to have espoused that petitioner has challenged the lower Court's and the Appeal court's jurisdictional authority over the existing causes of action, by citing, *"We begin by addressing plaintiff's argument that the trial court lacked personal and subject matter jurisdiction. By voluntarily filing a complaint and appearing at hearings in the trial court, plaintiff consented to the trial court's exercise of personal jurisdiction. (See Rest.2d Conf. of Laws, § 32 ["A state has power to exercise judicial jurisdiction over an individual who has consented to the exercise of such jurisdiction."].) As for subject matter jurisdiction, "[t]he*

California Constitution confers broad subject matter jurisdiction on the superior court. (Cal. Const., art. VI, § 10.)" (Serrano v. Stefan Merli Plastering Co., Inc. (2008) 162 Cal.App.4th 1014, 1029.) While there are some limitations on the subject matter jurisdiction of the superior court (e.g., matters of exclusive federal jurisdiction), those limitations do not apply to any causes of action in the first amended complaint." discounting the fact that Petitioner already had his non judicial arbitration award, *Id.* by erroneously citing, as a hybrid of factual findings and legal conclusions, that the court's determination is reviewed *de novo*, "We review a judgment of dismissal based on a sustained demurrer de novo", opinion, [1 PT 40].

Furthermore, once Petitioner challenged the court's jurisdiction over the Defendants and the subject ², the court must have ordered and granted Petitioner's repeated demand for discovery in order to ascertain, inter alia, the existence of the alleged trust, the existence of the so called certificate holders and their identity, proof of payments from the alleged identified certificate holders for the certificates at the alleged claimant to

² *Basso v. Utah Power and & Light Co.* 495 F 2d 906, 910.

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DECLARATION

i: a man, Fareed :Sepehry-Fard[®] ("Petitioner"), declare:

1. i: am a man of Republic of California and an American National. i: have personal first hand knowledge of the facts set forth in this declaration. If called upon to testify as a witness re same, i: a man, Fareed-Sepehry-Fard[®] could and would competently testify to the facts in this declaration.
2. Everything that i, a man, Fareed-Sepehry-Fard[®] have stated in "MANDATORY JUDICIAL NOTICE AND PRESENTMENT TO CLERK FOR AN ORDER TO ALLEGED ATTORNEYS' PROOF OF REPRESENTATION OF ALLEGED REAL PARTIES IN INTEREST; DECLARATION") which is concurrently filed with this Declaration are truth to the best of my (a man's) knowledge and nothing but the truth.

i: a man, Fareed-Sepehry-Fard[®] declare under the penalty of perjury under the laws of the United States of America, the State of California and California Republic that the foregoing is true and correct.

Executed and Dated: 11th day of March, 2020 in Saratoga, California.

All Rights Reserve Waive None

By: 

Fareed-Sepehry-Fard[®]

Document received by the CA Supreme Court.

Appellate Courts Case Information

CALIFORNIA COURTS
THE JUDICIAL BRANCH OF CALIFORNIA

Supreme Court

Change court

Court data last updated: 08/12/2020 05:19 AM

Case Summary

Supreme Court

S260411

Case:

Court of Appeal

No Data Found

Case(s):

Case Caption:

SEPEHRY-FARD v. CA 6 (AURORA BANK)

Case Category:

Original Proceeding - Civil

Start Date:

01/28/2020

Case Status:

case closed

Issues:

none

Disposition Date:

03/11/2020

Case Citation:

none

Cross Referenced Cases:
No Cross Referenced Cases Found

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Appellate Courts Case Information

CALIFORNIA COURTS
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Supreme Court

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Docket (Register of Actions)**SEPEHRY-FARD v. CA 6 (AURORA BANK)****Division SF****Case Number S260411**

Date	Description	Notes
01/28/2020	Petition for writ of mandate/prohibition filed (against CA)	Petitioner: Fareed Sepehry-Fard Pro Per
01/28/2020	Exhibit(s) lodged	One Volume of Petitioner's Court Transcripts Volume 1 of 1 Pages 1 through 553
01/29/2020	Forma pauperis application filed	----- Fareed Sepehry-Fard, Petitioner Pro Per
01/29/2020	Forma Pauperis application granted	
01/29/2020	Received:	Service copy of petition and exhibits filed electronically 1/28/2020
02/03/2020	Notice of substitution of counsel	Real Party in interest substitutes Jan Chilton in as counsel of record for this matter.
02/04/2020	Received:	Additional document titled "Mandatory Judicial Notice and Presentment to Clerk for an Order to Alleged Attorneys' Proof of Representation of Alleged Real Parties in Interest" ----- Fareed Sepehry-Fard, Petitioner Pro Per
03/11/2020	Received:	Document titled "Notice of Appeal" ----- Fareed Sepehry-Fard, Petitioner Pro Per
03/11/2020	Petition for writ of mandate/prohibition denied	Chin, J., was recused and did not participate.

Fareed-Sepehry-Fard[®], Sui Juris
c/o 12309 Saratoga Creek Dr.
City of Saratoga, Rancho Quito
California Republic (Zip code Exempt DMM 602 sec 1.3(e))
Phone Number (408) 690-4612
Today's date: July 15th, 2020

SUPREME COURT OF THE UNITED STATES
OFFICE OF THE CLERK OF COURT OF RECORDS
WASHINGTON, DC 20543-0001
Re: Number: S260411

Notice to Agent is Notice to Principle and Notice to Principle is Notice to Agent
Dear Clerk of Court of Records at Article IV Section IV,

i: refer to the attached letter date July 1, 2020 where the Clerk of this Court of Records opined that the appendix to the petition does not contain lower court orders.

Today, i: called the author of the attached letter and explained to him that the "order" of the California Supreme Court was and is attached as Exhibit A of the writ.

The author of the attached letter suggested that i: should send back the writ and apologized for the inconvenience. i: thanked the gentleman and am therefore resending the writ and all other papers back to the Clerk of this Court of Records.

For the Clerk of Court of Records' convenience, i: have cut and pasted what, in part, appears at Exhibit A which is a print out of an email indicating California Supreme Court rejection of my writ review.

1	From: Notify@jud.ca.gov <Notify@jud.ca.gov>
2	Sent: Wednesday, March 11, 2020 11:58 AM
3	To: shuraenergysolarcells@msn.com <shuraenergysolarcells@msn.com>
4	Subject: Supreme Court of California Case Notification for: S260411
5	
6	shuraenergysolarcells@msn.com, the following transaction has occurred in:
7	SEPEHRY-FARD v. CA 6 (AURORA BANK)
8	Case: S260411, Supreme Court of California
9	Date
10	(YYYY-MM-2020-03-11
11	DD):
12	Event Petition for writ of
13	Description: mandate/prohibition
14	denied
15	For more information on this case, go to:
16	https://appellatecases.courtinfo.ca.gov/search/app/disposition.cfm?dist=0&doc_id=2310908&doc_no=S260411&request_token=OCHWLEKtW8WyBJSNDSENIUEQOUDxTJSJeVstTLDtCg%3D%3D
17	For opinions, go to:
18	https://www.courts.ca.gov/opinions-slip.htm
19	Do not reply to this e-mail. Messages sent to this e-mail address will not be processed.
20	

DATED: July 15th, 2020
Respectfully presented
All rights reserve waive none

By:

Fareed-Sepehry-Fard[®]

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SUPREME COURT, U.S.

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FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

04/28/2016	Case complete.	
05/02/2016	Received:	appellant's notice of intention to file writ of certiorari to SCOTUS and notice of void order.
05/06/2016	Record returned from Supreme Court.	
05/06/2016	Record purged - to be shipped to state records center.	
05/12/2016	Received:	OBJECTION TO RECORDS BEING PURGED DUE TO APPELLANT'S NOTICE OF INTENTION TO FILE WRIT OF CERTIORARI TO SCOTUS AND NOTICE OF VOID ORDER
08/04/2016	Received letter from:	US Supreme Ct re writ of certiorari filed on 7/25/16
09/16/2016	Substitution of attorneys filed for:	respondents; atty Andrews replaces atty Van Zndt
10/14/2016	Received letter from:	US Supreme Court, writ of certiorari is denied, dated 10/11/16
01/02/2020	Returned document for non-conformance.	Appellant's motion to vacate void judgment and remand case for further proceedings rejected for want of jurisdiction post-remittitur
01/07/2020	Received:	Motion to recall remittitur and to remand case for further proceedings or in the alternative for the court to facilitate a grand jury proceedings against all defendants and their co parties agent(s) principle(s).

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Appellate Courts Case Information

6th Appellate District

Change court

Court data last updated: 01/13/2020 12:38 PM

Docket (Register of Actions)

Sepehry-Fard v. Aurora Bank, FSB, et al.

Case Number H039052

Date	Description	Notes
12/04/2012	Notice of appeal lodged/received.	Fareed Sepehry-Fard, filed 12/03/12
12/04/2012	Proceeding by 8.124 - no reporter's transcript.	filed 12/03/12
12/06/2012	Civil case information statement filed.	
12/11/2012	Received copy of document filed in trial court	pos for designation, filed 12/06/12
01/31/2013	Certificate of interested entities or persons filed by:	appellant
01/31/2013	Appellant's appendix and opening brief filed.	Plaintiff and Appellant: Fareed Sepehry-Fard Pro Per Appendix is in 9 volumes
03/04/2013	Respondent's brief.	Defendant and Respondent: Aurora Bank, FSB Attorney: Michael G. Cross Defendant and Respondent: Greenpoint Mortgage Funding Defendant and Respondent: Bank of America Corporation Defendant and Respondent: US Bank National Association
03/04/2013	Respondent's appendix filed.	1 volume
03/04/2013	Filing fee received from:	respondents
03/04/2013	Certificate of interested entities or persons filed by:	respondents
03/12/2013	Appellant's reply brief.	Plaintiff and Appellant: Fareed Sepehry-Fard Pro Per

AFFIDAVIT OF Fareed-Sepehry-Fard[©], the natural living man

STATE OF CALIFORNIA)

) ss.

AFFIDAVIT OF TRUTH

COUNTY OF SANTA CLARA)

Comes now your Affiant: Fareed-Sepehry-Fard, the natural living man, making these statements under oath and after first being duly sworn according to law, states that he is your Affiant, over the age of 18 and he believes these facts to be true to the best of his belief and knowledge, states as follows:

- 1) Your Affiant makes this affidavit in the CITY OF SARATOGA, COUNTY OF SANTA CLARA, on July 8, 2017.
- 2) Your Affiant states that the facts described herein are true, complete and not misleading.
- 3) Your Affiant states that the undersigned has first hand knowledge of all the facts stated herein.
- 4) Your Affiant states that the facts described herein describe events that have occurred within the COUNTY OF SANTA CLARA.
- 5) Your Affiant states that Fareed-Sepehry-Fard, a non-corporate, real, mortal, sentient, flesh and blood, natural born living man, is a living, breathing, being, on the soil, a private citizen and non-combatant, with clean hands, rectus curia.
- 6) Your Affiant states that the undersigned makes these statements freely, without reservation.
- 7) Your Affiant states that if compelled to testify regarding the facts stated herein that the undersigned is competent to do so.
- 8) Your Affiant states that an all upper case formatted name applies only to vessels at sea, or; a deceased individual, and/or a deceased individual's name on a tombstone, or; a corporation or other legal fiction.

STATEMENTS OF FACT

- 9) Your Affiant repeats, re-alleges, and incorporates by reference the foregoing paragraphs of this Affidavit, as if fully set forth herein.

- 1 **10)** Your Affiant states that your Affiant on July 6, 2017 at or about 9:55 a.m. called CLEAR
RECON CORP. , the trustee's sale phone number by calling telephone number 866-931-0036.
- 2 **11)** Your Affiant states that your Affiant has attached Exhibit A which is proof of the call that
3 your Affiant made to the trustee CLEAR RECON CORP. at or about 9:55 a.m. on July 6, 2017,
4 Exhibit A is true and correct copy of the screen shot of your Affiant's mobile handset showing the
phone number and the day which shows "yesterday" as the date of the call.
- 5 **12)** Your Affiant states that your Affiant prepared this Affidavit on July 7th, 2017 so that this
Affidavit can be notarized the next day before a Notary Public, making the phone call made to Clear
Recon Corp. to be July 6, 2017 at or about 9:55 a.m.
- 6 **13)** Your Affiant states that your Affiant, on July 6, 2017 at or about 9:55 a.m. spoke with a
7 person who sounded to be a woman who identified herself as Serena working in operating support of
trustee CLEAR RECON CORP.
- 8 **14)** Your Affiant states that your Affiant asked Serena the woman working in operating support
of trustee CLEAR RECON CORP. about the status of the trustee sale date of your Affiant's property
9 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic.
- 10 **15)** Your Affiant states that Serena the woman working in operating support of trustee CLEAR
RECON CORP. told your Affiant that the sale date for your Affiant's property 12309 Saratoga Creek
11 Dr. , Rancho Quito, City of Saratoga California Republic was postponed to July 20th, 2017 at 11:00
a.m. for unknown reasons.
- 12 **16)** Your Affiant states that when Serena the woman working in operating support of trustee
CLEAR RECON CORP. told your Affiant that the sale date for your Affiant's property 12309
13 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic was postponed to July
20th, 2017 at 11:00 a.m. for unknown reasons, there was a witness who heard Serena the woman
14 working in operating support of trustee CLEAR RECON CORP. confirming that the trustee sale date
had been postponed to July 20th, 2017 at 11:00 a.m.
- 15 **17)** Your Affiant states that the witness who heard Serena the woman working in operating
support of trustee CLEAR RECON CORP. told your Affiant that the trustee sale date for your
16 Affiant's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic

1 was postponed to July 20th, 2017 at 11:00 a.m. for unknown reasons, is Nasser Wahab Hamidy 399
2 Cedar Blvd. Suite 126, City of Newark, California Republic [94560].

3 **18)** Your Affiant states that your Affiant asked the same question from the Auctioneer at or about
4 10:00 a.m. to wit: the status of your Affiant's home trustee sale date.

5 **19)** Your Affiant states when your Affiant asked the question from the Auctioneer at or about
6 10:00 a.m. about the status of your Affiant's home trustee sale date, the auctioneer responded that the
7 trustee's sales date for your Affiant's property had been postponed to July 20th, 2017 for unknown
8 reasons.

9 **20)** Your Affiant states when your Affiant asked the same question from the Auctioneer at or
10 about 10:00 a.m. to wit: the status of your Affiant's home trustee sale date and the auctioneer
11 responding to your Affiant that the trustee sale date had been postponed to July 20th, 2017 at 11
12 a.m., Nasser Wahab Hamidy 399 Cedar Blvd. Suite 126, City of Newark, California Republic
13 [94560] also heard this fact about the auctioneer telling everyone that the trustee sale had been
14 postponed to July 20th, 2017 at 11:00 a.m. for unknown reasons.

15 **21)** Your Affiant states an asian looking woman of about 45 years young standing close to
16 auctioneer also told your Affiant that the sales date had been postponed to July 20th, 2017 according
17 to Property Radar's website for unknown reasons.

18 **22)** Your Affiant states there were several other men and women who also confirmed this fact in
the presence of the auctioneer, to wit: that the sales date for your Affiant's home trustee sale had
been postponed to July 20th, 2017 at 11:00 a.m.

23) Your Affiant states at or about 11:15 a.m., everyone had left the trustee sale auction except
your Affiant, Nasser Wahab Hamidy 399 Cedar Blvd. Suite 126, City of Newark, California
Republic [94560] and the auctioneer.

24) Your Affiant states at or about 11:43 a.m., the auctioneer all of a sudden started to auction off
your Affiant's property.

25) Your Affiant states at or about 11:43 a.m., when your Affiant was shocked by this
unexpected auctioneer's move to sell your Affiant's private property, your Affiant kept reminding the
auctioneer that both the auctioneer and the trustee have confirmed multiple times that the trustee sale
had been postponed to July 20th, 2017 at 11: a.m.

- 1 **26)** Your Affiant states at or about 11:43 a.m., when your Affiant was shocked by this
2 unexpected auctioneer's action to sell your Affiant's private property, your Affiant kept asking who
3 is bidding and why these unlawful conduct to steal your Affiant's property was being conducted.
- 4 **27)** Your Affiant states auctioneer did not respond to your Affiant questions, objections and
5 ignored your Affiant.
- 6 **28)** Your Affiant states that your Affiant is in possession of both the audio and video of
7 auctioneer's misconduct in attempts to steal your Affiant's private property.
- 8 **29)** Your Affiant states your Affiant's questions were never answered by the auctioneer.
- 9 **30)** Your affiant states your Affiant repeatedly had asked for authenticated amount of alleged
10 debt so that your Affiant with the help of family and friends pay this alleged debt if there is any.
- 11 **31)** Your Affiant states that your Affiant was never provided with the authenticated amount of
12 the alleged debt as Nationstar must have authenticated the amount of the alleged debt under oath
13 when demanded of them pursuant to FDCPA and common sense.
- 14 **32)** Your Affiant states pursuant to FDCPA requirements when validation of the alleged debt is
15 required and demanded by homeowner, Nationstar, CLEAR RECON CORP. and their Co Parties
16 Agent(s) Principle(s) must have validated the amount of the alleged debt but they did not.
- 17 **33)** Your Affiant states that pursuant to Black's law dictionary, verification means "To confirm or
18 substantiate by oath".
- 19 **34)** Your Affiant states under FDCPA, QWR, Debt verification and validation letters send to
20 Nationstar, CLEAR RECON CORP., by registered and certified mail receipt, email and fax,
21 Nationstar, CLEAR RECON CORP. and their Co Parties Agent(s) Principle(s), failed repeatedly to
22 verify the alleged debt and the amount of the alleged debt, to wit: "To confirm or substantiate by
23 oath".
- 24 **35)** Your Affiant states where a verification to a response is required, service of an unverified
25 response is tantamount to no response at all. (*Appleton v. Sup. Ct.* (1988) 206 Cal.App.3d 632, 635-
26 636.)
- 27 **36)** Your Affiant states substantive responses to requests for admission must be verified. (Code
28 Civ. Proc., §2033.240, subd. (b).)

1 **37)** Your Affiant states that your Affiant demanded Nationstar, CLEAR RECON CORP. and
2 their Co Parties Agent(s) Principle(s), under FDCPA, Debt Validation and Verification, QWR,
TILA, RESPA and others to "verify" the alleged debt and the amount of the alleged debt.

3 **38)** Your Affiant states that Nationstar, CLEAR RECON CORP. and their Co Parties Agent(s)
Principle(s) failed repeatedly to verify the alleged debt and the amount of alleged debt.

4 **39)** Your Affiant states that your Affiant has been presented with multiple varying
unauthenticated amount of alleged debt from Nationstar and its co parties agent(s) Principle(s).

5 **40)** Your Affiant states that, for instance, Exhibit D and E are two unauthenticated amount of
6 alleged debt that Nationstar falsely claims that your Affiant owes Nationstar without authenticating
these amounts as Nationstar must do as a matter of law when challenged by your Affiant.

7 **41)** Your Affiant states, for example, Exhibit D, true and correct copy of letter sent to your
Affiant's attorney date June 21, 2017, shows, according to Nationstar, the amount of the alleged debt
8 that Nationstar claims your Affiant owes, was \$1,333,938.74 which your Affiant states is not only
false, but also is both contrary to the Instrument Number 23579294 labeled as "NOTICE OF
9 TRUSTEE'S SALE" filed in SANTA CLARA COUNTY ON 02-08-2017 at 3:15 p.m. which shows
that the "total amount due in the notice of sale is \$1,781,069.01" , see Exhibit E which are true and
10 correct copies of Instrument Number 23579294 labeled as "NOTICE OF TRUSTEE'S SALE" filed
in Santa Clara County Recorder on 2-28-2017 at 3:15 p.m. , and also contrary to the amount that the
11 so called beneficiary allegedly paid for your Affiant's private property during the alleged auction on
July 6, 2017 at or about 11:43 a.m. which allegedly was about \$1.45 M.

12 **42)** Your Affiant states that your Affiant has been severely economically damaged by the
13 unlawful conduct of both trustee's misconduct as well as Nationstar's misconduct, both emotionally
and physically.

14 **43)** Your Affiant states that your Affiant, for more than 6 years, have been trying to get the
15 authenticated amount of the alleged debt from Nationstar and its Co Parties Agent(s) Principle(s)
without any success.

16 **44)** Your Affiant states that your Affiant and your Affiant's almost 80 year old handicapped
17 mother have been severely economically damaged by the unlawful conduct of both trustee's
misconduct as well as Nationstar's misconduct, both emotionally and physically.

1 **45)** Your Affiant states that your Affiant has been receiving medical care due to the unlawful acts
of both trustee's misconduct as well as Nationstar's misconduct, both emotionally and physically.

2 **46)** Your Affiant states that your Affiant has attached true and correct copies of several physician
reports requiring your Affiant to rest or else face permanent damage and disability to your Affiant,
3 Ex. B.

4 **47)** Your Affiant states that your Affiant has attached true and correct copies of several pain
killer medications that have been prescribed by licensed physicians for your Affiant, Ex. C.

5 **48)** Your Affiant states that your Affiant's sickness, pain and suffering is directly related to the
unwarranted and unlawful stress that Nationstar, CLEAR RECON CORP and their Co Parties
6 Agent(s) Principles have maliciously and on purpose caused to your Affiant and continue to cause to
your Affiant in opposition to the law while damaging your Affiant economically, physically and
7 emotionally, Ex. B and Ex. C.

8 **49)** Your Affiant states due to misconduct of both trustee as well as Nationstar in violating your
Affiant's basic due process unalienable legal right to private property, and in failing to answer your
9 Affiant's simple question to wit: authenticate the amount of alleged debt if there is any or leave your
Affiant and your Affiant's family alone, your Affiant has become handicapped, see true and correct
10 copies of several physician letters and prescribed medications, Exhibit B and Exhibit C.

11 **50)** Your Affiant states your Affiant has been severely economically damaged by the unlawful
conduct of both trustee's misconduct as well as Nationstar's misconduct, emotionally, economically
and physically.

12 **51)** Your Affiant states *Cal. Civ. Code § 2924h(g)* seeks to protect property owners allegedly in
default by ensuring fair and open bidding and the benefits of competition.

13 **52)** Your Affiant states the law has long provided that if a non-judicial foreclosure sale has been
unfairly or unlawfully conducted, or is tainted by fraud, the trial court has the power to set it aside.

14 **53)** Your Affiant states it is the general rule that courts have power to vacate a foreclosure sale
15 where there has been fraud in the procurement of the foreclosure decree or where the sale has been
improperly, unfairly or unlawfully conducted, or is tainted by fraud, or where there has been such a
16 mistake that to allow it to stand would be inequitable to purchaser and parties.

1 **54)** Your Affiant states the conduct of Nationstar, CLEAR RECON CORP. and the auctioneer
2 has been fraud in the procurement of the foreclosure decree and the sale has been improperly,
3 unfairly or unlawfully conducted, and is tainted by fraud, and where there has been such a mistake
4 that to allow it to stand would be inequitable to purchaser and parties.

5 **55)** Your Affiant states that the going rate for your Affiant's property is about \$1100 per sq ft of
6 living space.

7 **56)** Your Affiant states based on \$1100 of living space, your Affiant's private property is worth
8 about \$3,000,000 and not the amount of the alleged bid by the alleged beneficiary of about \$1.45 M
9 or about half of the price of your Affiant's home of \$3,000,000.

10 **57)** Your Affiant states that on top of about \$1.5M of loss incurred to your Affiant by the
11 misconduct of Nationstar, CLEAR RECON CORP. , the auctioneer and their Co Parties Agent(s)
12 Principle(s) , your Affiant has been further damaged economically, physically and emotionally by
13 the unlawful conduct of Nationstar, CLEAR RECON CORP. , the auctioneer and their Co Parties
14 Agent(s) Principle(s) in an amount of no less than \$9,000,000 or as will be determined by a trial by
15 jury pursuant to your Affiant's 7th Amendment right to trial by jury.

16 **58)** Your Affiant states that courts have power to vacate a foreclosure sale where there has been
17 fraud in the procurement of the foreclosure decree or where the sale has been improperly, unfairly,
18 or unlawfully conducted, or is tainted by fraud.

19 **59)** Your Affiant states substantial evidence supports this court's finding that Nationstar, CLEAR
20 RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s) were not coowners of a
21 business but had combined to restrict competition, this conduct violated *Civ. Code, § 2924h, subd.*
22 *(g)* further damaging your Affiant economically, emotionally and physically, Ex. B and Ex. C.

23 **60)** Your Affiant states that the court must set aside the nonjudicial foreclosure sale of your
24 Affiant's home for violation of *Civ. Code, § 2924h, subd. (g)*, which prohibits any person from
25 offering to accept or accepting from another any consideration of any type not to bid at a foreclosure
26 sale, or from fixing or restraining bidding in any manner, where Nationstar, CLEAR RECON
27 CORP., the auctioneer and their Co Parties Agent(s) Principle(s), conspired to limit bidding although
28 based on comparative sales, your Affiant's home is worth about \$3,000,000, yet they conspired and
29 agreed to, and did, limit the submission of a single bid for the alleged minimum lien value (~\$

1.78M) for ~\$1.45M, although your Affiant's property is worth about \$3,000,000 or more.

Substantial evidence supports this court's finding that Nationstar, CLEAR RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s) were not coowners of a business but had combined to restrict competition. Moreover, it is material that Nationstar, CLEAR RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s) did prevent other persons from appearing at the sale through conspiracy and violation of promissory estoppel of sale date postponement to July 20, 2017 at 11:00 a.m.

61) Your Affiant states this conduct violated *section 2924h, subdivision (g)*. That statute provides that "It shall be unlawful for any person, acting alone or in concert with others, (1) to offer to accept or accept from another, any consideration of any type not to bid, or (2) to fix or restrain bidding in any manner, at a sale of property conducted pursuant to a power of sale in a deed of trust or mortgage."

62) Your Affiant states the statute thus seeks to protect property owners in default by ensuring fair and open bidding and the benefits of competition. By joining together, Nationstar, CLEAR RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s) foreclosed competition and restrained bidding in violation of the statute, resulting in a manifest unfairness to your Affiant, contrary to the public policy expressed by the statute.

63) Your Affiant states the law has long provided that if a nonjudicial foreclosure sale has been unfairly or unlawfully conducted, or is tainted by fraud, the trial court has the power to set it aside. (*Bank of America etc. Assn. v. Reidy* (1940) 15 Cal. 2d 243, 248 [101 P.2d 77].)

64) Your Affiant states where several otherwise ready and willing competitive buyers were withheld in restraint of competition and in violation of the law, resulting in an artificially low price which amounts to unfairness to the allegedly defaulting owner, the sale may be set aside so that a new sale can be held and the owner can seek to benefit from competition, as the law provides.

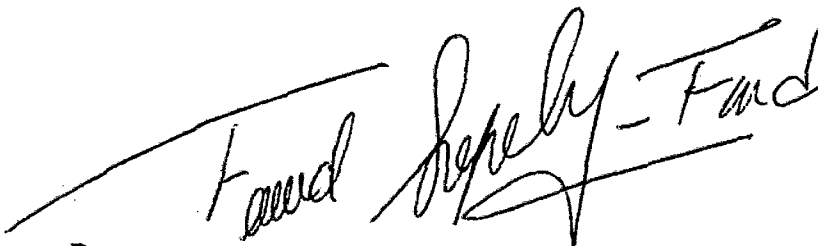
65) Your Affiant states as Aristotle said, **injustice is to "treat equals unequally and unequals equally. There is nothing so unequal as the equal treatment of unequals"**.

66) Your Affiant states your Affiant is due remedy as an American who has been wronged and respectfully wish this court to provide him with the requested relief.

67)

1 Further, Affiant sayeth not.

2 DATED: 8th of July, 2017

3
4
5 

6 By: _____

i., Fareed-Sepehry-Fard, All rights reserve waive none

7
8 SEE CA NOTARY ATTACHMENT

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Verification

i, Fareed-Sepehry-Fard, the undersigned make this declaration under penalty of perjury, that the pleading is true. Each of the signer(s) of this document is a person having first hand knowledge of the facts stated herein.

The undersigned has made a reasonable inquiry into fact and law and affirms to the Court that this claim:

1. is not frivolous or intended solely to harass.
2. is not made in Bad Faith - Nor for any improper purpose, i.e. harass or delay.
3. may advocate changes in the law - arguments justified by existing law or non-frivolous argument to change law.
4. has Foundations for factual allegations - alleged facts have evidentiary support.
5. and has Foundation for denials - denials of factual allegations must be warranted by evidence.

DATED: 8th of July, 2017

By: 

i., Fareed-Sepehry-Fard, All rights reserve waive none

AFFIDAVIT OF Nasser Wahab Hamidy[®], the natural living man

STATE OF CALIFORNIA)

) ss. **AFFIDAVIT OF TRUTH**

COUNTY OF SANTA CLARA)

Comes now your Affiant: Nasser Wahab Hamidy[®], the natural living man, making these statements under oath and after first being duly sworn according to law, states that he is your Affiant, over the age of 18 and he believes these facts to be true to the best of his belief and knowledge, states as follows:

- 1) Your Affiant makes this affidavit in the CITY OF SAN JOSE, COUNTY OF SANTA CLARA, on July 8, 2017.
- 2) Your Affiant states that the facts described herein are true, complete and not misleading.
- 3) Your Affiant states that the undersigned has first hand knowledge of all the facts stated herein.
- 4) Your Affiant states that the facts described herein describe events that have occurred within the COUNTY OF SANTA CLARA.
- 5) Your Affiant states that Nasser Wahab Hamidy[®], a non-corporate, real, mortal, sentient, flesh and blood, natural born living man, is a living, breathing, being, on the soil, a private citizen and non-combatant, with clean hands, rectus curia.
- 6) Your Affiant states that the undersigned makes these statements freely, without reservation.
- 7) Your Affiant states that if compelled to testify regarding the facts stated herein that the undersigned is competent to do so.
- 8) Your Affiant states that an all upper case formatted name applies only to vessels at sea, or; a deceased individual, and/or a deceased individual's name on a tombstone, or; a corporation or other legal fiction.

STATEMENTS OF FACT

- 9) Your Affiant repeats, re-alleges, and incorporates by reference the foregoing paragraphs of this Affidavit, as if fully set forth herein.

1 **10)** Your Affiant states that your Affiant on July 6, 2017 at or about 9:55 a.m. listened to the call
2 that Fareed-Sepehry-Fard made to CLEAR RECON CORP. , the trustee's sale phone number by
calling telephone number 866-931-0036, on the speaker phone.

3 **11)** Your Affiant states that your Affiant, on July 6, 2017 at or about 9:55 a.m. heard on the
4 speaker phone when Fareed-Sepehry-Fard spoke with a person who sounded to be a woman who
identified herself as Serena working in operating support of trustee CLEAR RECON CORP.

5 **12)** Your Affiant states that your Affiant heard Fareed-Sepehry-Fard asked Serena the woman
6 working in operating support of trustee CLEAR RECON CORP. about the status of the trustee sale
date of Fareed-Sepehry-Fard's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga
California Republic.

7 **13)** Your Affiant states that your Affiant heard Serena the woman working in operating support
8 of trustee CLEAR RECON CORP. told Fareed-Sepehry-Fard that the sale date for Fareed-Sepehry-
Fard's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic was
postponed to July 20th, 2017 at 11:00 a.m. for unknown reasons.

9 **14)** Your Affiant states that your Affiant lives at 399 Cedar Blvd. Suite 126, City of Newark,
California Republic [94560].

10 **15)** Your Affiant states that your Affiant heard that Fareed-Sepehry-Fard asked the same
11 question from the Auctioneer at or about 10:00 a.m. to wit: the status of Fareed-Sepehry-Fard's home
trustee sale date.

12 **16)** Your Affiant states when Fareed-Sepehry-Fard asked the question from the Auctioneer at or
13 about 10:00 a.m. about the status of Fareed-Sepehry-Fard's home trustee sale date, the auctioneer
responded that the trustee's sales date for Fareed-Sepehry-Fard's property had been postponed to July
20th, 2017 at 11:00 a.m. for unknown reasons.

14 **17)** Your Affiant states an asian looking woman of about 45 years young standing close to
15 auctioneer also told Fareed-Sepehry-Fard that the sales date had been postponed to July 20th, 2017
according to Property Radar's website for unknown reasons.

16 **18)** Your Affiant states there were several other men and women who also confirmed this fact in
17 the presence of the auctioneer, to wit: that the sales date for Fareed-Sepehry-Fard's home trustee sale
had been postponed to July 20th, 2017 at 11:00 a.m.

1 **19)** Your Affiant states at or about 11:15 a.m., everyone had left the trustee sale auction except
2 Fareed-Sepehry-Fard, your Affiant 399 Cedar Blvd. Suite 126, City of Newark, California Republic
[94560] and the auctioneer.

3 **20)** Your Affiant states at or about 11:43 a.m., the auctioneer all of a sudden started to auction off
Fareed-Sepehry-Fard's property.

4 **21)** Your Affiant states at or about 11:43 a.m., Fareed-Sepehry-Fard kept reminding the
5 auctioneer that both the auctioneer and the trustee have confirmed multiple times that the trustee sale
date had been postponed to July 20th, 2017 at 11: a.m.

6 **22)** Your Affiant states at or about 11:43 a.m., Fareed-Sepehry-Fard kept asking who is bidding
and why these unlawful conduct to steal Fareed-Sepehry-Fard's property was being conducted.

7 **23)** Your Affiant states auctioneer did not respond to Fareed-Sepehry-Fard questions, objections
and ignored Fareed-Sepehry-Fard.

8 **24)** Your Affiant states that Fareed-Sepehry-Fard is in possession of both the audio and video of
9 auctioneer's misconduct in what seemed to be attempts to steal Fareed-Sepehry-Fard's private
property.

10 **25)** Your Affiant states Fareed-Sepehry-Fard's questions were never answered by the auctioneer.

11 **26)** Your Affiant states that Fareed-Sepehry-Fard complained to your Affiant of pain in his heart,
12 hands, back, head and shoulder after the so called sale of Fareed-Sepehry-Fard's private property and
that Fareed-Sepehry-Fard complained that Fareed-Sepehry-Fard has been severely economically,
13 physically and emotionally further damaged by the unlawful conduct of trustee's misconduct,
14 auctioneer misconduct as well as Nationstar's misconduct in selling Fareed-Sepehry-Fard's private
15 property when they were not supposed to.

16 **27)** Your Affiant states that Fareed-Sepehry-Fard complained to your Affiant that Fareed-
17 Sepehry-Fard and Fareed-Sepehry-Fard's almost 80 year old handicapped mother have been severely
economically, emotionally and physically damaged by the unlawful conduct of trustee's misconduct,
18 auctioneer and Nationstar's misconduct.

28) Your Affiant states that Fareed-Sepehry-Fard told your Affiant that Fareed-Sepehry-Fard has
been receiving medical care due to the unlawful acts of both trustee's misconduct as well as
Nationstar's misconduct, economically, emotionally and physically.

1 **29)** Your Affiant states that Fareed-Sepehry-Fard showed to your Affiant several physician
2 reports requiring Fareed-Sepehry-Fard to rest or else face permanent damage and disability to
Fareed-Sepehry-Fard.

3 **30)** Your Affiant states that Fareed-Sepehry-Fard told your Affiant that Fareed-Sepehry-Fard's
4 sickness, pain and suffering is directly related to the unwarranted and unlawful stress and
5 misconduct that Nationstar, CLEAR RECON CORP and their Co Parties Agent(s) Principles have
maliciously and on purpose caused to Fareed-Sepehry-Fard and continue to cause to Fareed-
Sepehry-Fard in opposition to the law while damaging Fareed-Sepehry-Fard economically,
physically and emotionally.

6 **31)** Your Affiant states that Fareed-Sepehry-Fard told your Affiant that due to misconduct of
7 both trustee as well as Nationstar in violating Fareed-Sepehry-Fard basic due process unalienable
8 legal right to private property, and in failing to answer Fareed-Sepehry-Fard's simple question to wit:
authenticate the amount of alleged debt if there is any or leave Fareed-Sepehry-Fard and Fareed-
Sepehry-Fard's family alone, that Fareed-Sepehry-Fard has become handicapped.

9 **32)** Your Affiant states that Fareed-Sepehry-Fard told your Affiant that Fareed-Sepehry-Fard has
10 been severely economically further damaged by the unlawful conduct of trustee's misconduct,
11 auctioneer's misconduct as well as Nationstar's misconduct, emotionally, economically and
physically.

12 **33)** Your Affiant states that it appeared to your Affiant that the conduct of Nationstar, CLEAR
13 RECON CORP. and the auctioneer has been fraud in the procurement of the foreclosure decree and
14 the sale has been improperly, unfairly or unlawfully conducted, and is tainted by fraud, and where
15 there has been such a mistake that to allow it to stand would be inequitable to Fareed-Sepehry-Fard
and Fareed-Sepehry-Fard's family.

16 **34)** Your Affiant states that it appeared to your Affiant that substantial evidence supports finding
17 that Nationstar, CLEAR RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s)
were not co owners of a business but had combined to restrict competition further damaging Fareed-
Sepehry-Fard economically, emotionally and physically.

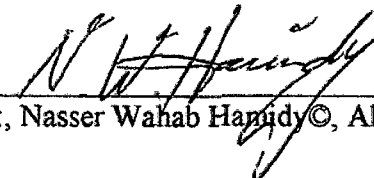
18 **35)** Your Affiant states that it appeared to your Affiant that several otherwise ready and willing
competitive buyers were withheld in restraint of competition and in violation of the law, resulting in

1 an artificially low price which amounts to unfairness to the allegedly defaulting owner Fareed-
2 Sepehry-Fard.

3 i., Nasser Wahab Hamidy[®], declare under the penalty of perjury under the laws of the United
4 States of America and the California Republic that all the statements i: have made are true, correct
5 and Complete.

6 Further, Affiant sayeth not.

7 DATED: 8th of July, 2017

8
9 By: 
10 i., Nasser Wahab Hamidy[®], All rights reserve waive none

11 SEE CA NOTARY ATTACHMENT

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

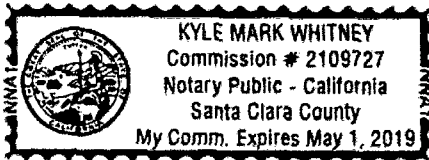
☒ See Attached Document (Notary to cross out lines 1-6 below)☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)_____
Signature of Document Signer No. 1_____
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me

on this 20th day of July, 2012
by Date Month Year(1) Nasser Wahab Hamidy(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.Signature _____
Signature of Notary PublicSeal
Place Notary Seal Above**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Affidavit of Truth Document Date: 7/8/2012

Number of Pages: _____ Signer(s) Other Than Named Above: _____

70

In re: Fareed Sepehry-Fard

Debtor

(If known)

Case No. 13-50791 ASW

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under: ☐ Check if debtor claims a homestead exemption that exceeds \$155,675* ☒ 11 U.S.C. § 522(b)(3) (Check one box) ☐ 11 U.S.C. § 522(b)(2)

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Books; Paintings, Sculpture & Decorative Mirrors	C.C.P. § 703.140(b)(3)	1500.00	1500.00
Checking Account, Calif. Police Credit Union, San Francisco	C.C.P. § 703.140(b)(3)	40.00	40.00
Clothes	C.C.P. § 703.140(b)(3)	200.00	200.00
Chinese Silver Pieces	C.C.P. § 703.140(b)(4)	150.00	150.00
Furniture, Furnishing & Lamp	C.C.P. § 703.140(b)(3)	1500.00	1500.00
Printers and Ink Cartridge	C.C.P. § 703.140(b)(3)	200.00	200.00

* Attached subject to adjustment on 4/01/15, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

IN THE SUPREME COURT OF THE UNITED STATES

Fareed :Sepehry-Fard[©] Plaintiff, Appellant, Petitioner v. CALIFORNIA SUPREME COURT Respondent	Supreme Court Case No. California Supreme Court Case No: S260411 Court of Appeal No: H039052 (Sup. Ct. No. 111CV209804) VOL. 1 OF 1 PAGES 1 thru 95 At law venue and jurisdiction
Aurora Bank FSB GPM Heloc Bank of America U.S. Bank National Association as trustee for GreenPoint Mortgage Funding Frank H. Kim Severson & Werson Strangers to me, my home and to the alleged loan by their own admission, Defendants	

ONE VOLUME OF PETITIONER'S COURT TRANSCRIPTS

[Filed Concurrently With Petition for Writ of Certiorari]

Fareed-Sepehry-Fard, Sui Juris c/o 12309 Saratoga Creek Dr., City of
Saratoga, Rancho Quito, California Republic (Zip code Exempt DMM 602
sec 1.3(e)), Phone Number (408) 690-4612,
Ahuraenergysolarcells@msn.com

	INDEX TO PETITIONER'S TRANSCRIPT	FILED /DATE	PAGE	VOL.
1	NOTICE OF APPEAL RE: DENIAL OF VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION TO THE Supreme Court of the United States; DECLARATION	3/11/2020	3	1
2	California 6th DCA Docket (Register of Actions)	1/13/2020	9	1
3	California 6th Rejection of motion to recall remittitur	1/10/2020	12	1
4	Petitioner's Police Identity Theft Report	7/20/2017	24	1
5	Petitioner's Federal Trade Commission Identity Theft Report-Forged Petitioner's Signature on one or More Promissory Notes	7/20/2017	27	1
6	Petitioner's Identity Theft Report to All Three Credit Reporting Agencies--wrong Social Security Number, wrong Addresses and Wrong Names	7/21/2017	30	1
7	California 6th DCA Void Order Affirming Recalled Judge's Void Order	2/16/2016	36	1
8	Void order issued by recalled judge Mr. Aaron Persky	10/16/2012	49	1
9	Void judgment issued by recalled judge Mr. Aaron Persky sustaining demurrer to 2nd amended complaint without leave to amend	10/16/2012	53	1
10	VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION; MEMORANDUM IN SUPPORT THEREOF; DECLARATION	1/28/2020	55	1

IN THE SUPREME COURT OF CALIFORNIA

<p>Fareed :Sepehry-Fard[©] Plaintiff, Appellant, Petitioner</p> <p>v.</p> <p>COURT OF APPEAL OF THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT</p> <p>Respondent</p>	<p>Jurisdiction: Court of Record, under the rules of Common Law ¹</p> <p><i>California Article VI Section I --</i> Court of Records [Common Law Court] Supreme Court Case No. 260411 Court of Appeal No: H039052 (Sup. Ct. No. 111CV209804)</p> <p>NOTICE OF APPEAL RE: DENIAL OF VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION TO THE Supreme Court of the United States; DECLARATION</p>
<p>Aurora Bank FSB</p> <p>GPM Heloc</p> <p>Bank of America</p> <p>U.S. Bank National Association as trustee for GreenPoint Mortgage Funding</p> <p>Frank H. Kim</p> <p>Severson & Werson</p> <p>Strangers to me, my home and to the alleged loan by their own admission,</p> <p>Defendants</p>	<p>Attorney General Barr, file under: Human Trafficking Department Complaint Number TRN 1906-0489 DOJ TA 1197671 NCMEC TA 11749 ST FARM 49 F33 4564 AM FAM 01000914639 POLARIS 59004 NHTH 545121, see https://nationalfile.com/watch-attorney-general-barr-takes-on-human-trafficking-in-child-welfare-system/ “In the modern age, the level of evil is unbelievable,” said President Trump, who has dramatically increased human trafficking arrests.</p> <p>At law venue and jurisdiction</p>

Fareed-Sepehry-Fard, Sui Juris c/o 12309 Saratoga Creek Dr., City of Saratoga Rancho Quito, California Republic (Zip code Exempt DMM 602 sec 1.3(e)), Phone Number (408) 690-4612, Ahuraenergysolarcells@msn.com

Notice to Agent is Notice to Principle and Notice to Principle is Notice to Agent

¹ "A Court of Record is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial". Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.

1 **Dear Clerk of Court of Records et. al.,**

2 This is a Notice of Appeal of void order date March 11-2020 issued by the court
3 administrators of this Court of Records at *California Article VI Section I*, re denial of
4 my Verified Petition for Writ of Mandate or Prohibition to Vacate the void order issued
5 by recalled judge Mr. Aaron Persky, to the Supreme Court of the United States.

6 Respectfully presented,

7 DATED: 11th day of March, 2020

8
9 All Rights Reserve Waive None

10
11 By:  _____

12 Fareed-Sepehry-Fard[©]

Document received by the CA Supreme Court.

DECLARATION

i: a man, Fareed-Sepehry-Fard ("Petitioner"), declare:

1. i: am a man of Republic of California and an American National. i: have personal first hand knowledge of the facts set forth in this declaration. If called upon to testify as a witness re same, i: a man, Fareed-Sepehry-Fard could and would competently testify to the facts in this declaration.
 2. Everything that i, a man, Fareed-Sepehry-Fard have stated in " PETITION FOR WRIT OF CERTIORARI" which is concurrently filed with this Declaration are truth to the best of my (a man's) knowledge and nothing but the truth.
- i: a man, Fareed-Sepehry-Fard declare under the penalty of perjury under the laws of the United States of America, the State of California and California Republic that the foregoing is true and correct.

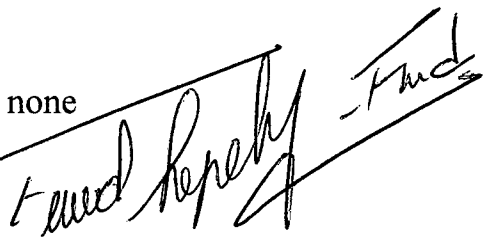
Executed and DATED: 1st day of June, 2020 in Saratoga, California.

All Rights Reserve Waive None

Respectfully presented,

All rights reserve waive none

By:


Fareed-Sepehry-Fard[©]

PROOF OF SERVICE

I, Parvin Heshmati, do hereby solemnly declare that on June 1st, 2020, I did cause to be delivered by mail a true and correct copy of the foregoing instruments ("PETITION FOR WRIT OF CERTIORARI plus exhibits and MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS") including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below except the one indentified by the Appellant, Appellant personally served those:



Parvin Heshmati

12309 Saratoga Creek Dr., Saratoga, CA, 95070

Tel: 408 873 8732

TO:

1. Delivery via U.S.P.S. First Class Mail Certified and Registered Delivery Article Number
7017 0190 0000 0905 3381
Supreme Court of the United States
Attention: Clerk
1 First Street, NE
Washington, DC 20543
[1 original]
2. Severson & Werson
Joseph W. Guzzetta and or Bernard J. Kornberg and or Jan T. Chilton
One Embarcadero Center, Suite 2600 *WITHOUT FEE*
San Francisco, CA 94111 *WAIVER PSF*
[By Appellant, through true filing, just the petition and the exhibits]
3. California Supreme Court
350 McAllister St., Suite 1295 *WITHOUT FEE*
San Francisco, CA 94102 *WAIVER PSF*
[By Appellant, through true filing, just the petition and the exhibits]
4. All others through true filing

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PROOF OF SERVICE

i:, a man, Fareed-Sepehry-Fard®, do hereby solemnly declare that on January 28th, 2020, i: did cause to be delivered by USPS mail or fax or through electronic filing, where identified, a true and correct copy of the foregoing instruments ("**VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION; MEMORANDUM IN SUPPORT THEREOF; DECLARATION [EXHIBITS FILED UNDER SEPARATE COVER]**") including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below except the one indentified by the Secured party Creditor:

By: 

Fareed-Spehry-Fard©

C/o 12309 Saratoga Creek Dr.,
Rancho Quito, City of Saratoga,
California Republic
Tel: (408) 6904612

TO:

1. OFFICE OF THE CLERK
CALIFORNIA COURT OF APPEAL
SIXTH APPELLATE DISTRICT
333 West Santa Clara Street, Suite 1060
San Jose, CA 95113
Through true filing + a hard copy by USPS mail or personal delivery on
January 29th, 2020
2. JOSEPH W. GUZZETTA OR JAN CHILTON OR ANY OTHER
BRITISH OR BAR AGENT
Severson and Werson, APC.
One Embarcadero Center
Suite 2600
San Francisco, CA 94111, USA
Through true filing
3. All others through true filing

1 **CERTIFICATE OF INTERESTED ENTITIES OR PERSONS**

2 Pursuant to Rules of Court, rule 8.208, the undersigned certifies that the following
3 entities have a false claim of ownership interest of 10 percent or more in Petitioner's
4 land and private property or a financial interest in the outcome of the proceeding that
the justices should consider in determining whether to disqualify themselves, as defined
in rule 8.208(e)(2):

5 1. Petitioner Fareed-Sepehry-Fard[©], a man of California Republic, is the
6 sole owner of property and land: C/o 12309 Saratoga Creek Dr., Rancho Quito, City of
7 Saratoga, California Republic where he lives with the intention to remain.

8 2. All SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA
CLARA judges have an interest in the outcome of this case.

9 3. The ghost-- U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
10 FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH
11 CERTIFICATES, SERIES 2007-AR2, that does not exist, never had a bank account,
12 never paid for anything since it was never funded, was never properly formed, through
13 their spoke person and attorneys at Severson & Werson such as but not Mr. Guzz
14 falsely claim that they have an interest in Petitioner's private property when that is not
15 true or even possible since a dead entity that does not exist and never did exist can not
16 have any interests in anything yet alone Petitioner's Private Land and Property and
17 therefore can not have an alleged debt collector called Severson and Werson APC to
continue to harass intimidate, demonize, even threaten Petitioner and Petitioner's
handicapped 82 year mother by sending armed men with military weapons to
Petitioner's private land.

18 Respectfully presented,
DATED: 28th day of January, 2020
All Rights Reserve Waive None

19 By: _____

20 Fareed-Sepehry-Fard[©]

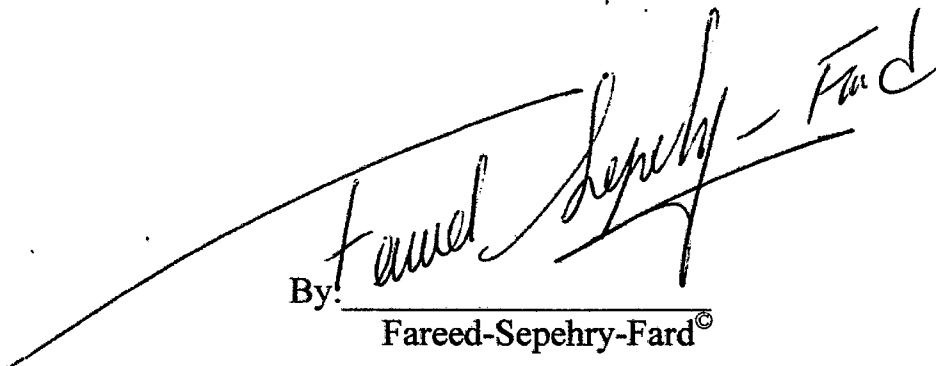
CERTIFICATE OF WORD COUNT

Calif. Rules of Court, Rule 8.204 (c) (1)

The text in this Petition for Review consists of 6,249 words, as counted by the word 2007 word processing program used to generate the Petition.

Dated: January 28th 2020

All Rights Reserve Waive None

By: 
Fareed-Sepehry-Fard[©]

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DECLARATION

i: a man, Fareed :Sepehry-Fard[©] ("Petitioner"), declare:

1. i: am a man of Republic of California and an American National. i: have personal first hand knowledge of the facts set forth in this declaration. If called upon to testify as a witness re same, i: a man, Fareed-Sepehry-Fard[©] could and would competently testify to the facts in this declaration.
2. Everything that i, a man, Fareed-Sepehry-Fard[©] have stated in " VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION") which is concurrently filed with this Declaration are truth to the best of my (a man's) knowledge and nothing but the truth.

i: a man, Fareed-Sepehry-Fard declare under the penalty of perjury under the laws of the United States of America, the State of California and California Republic that the foregoing is true and correct.

Executed and Dated: 28th day of January, 2020 in Saratoga, California.

All Rights Reserve Waive None

By: 
Fareed-Sepehry-Fard[©]

1 Co Parties Agent(s) Principle(s), and to enter an order granting the Motion to recall
2 remittitur.

3 DATED: 28th day of January 2020

4 All Rights Reserve Waive None

5
6 By: 

Fareed-Sepehry-Fard[©]

Black's Law Dictionary defines estoppel as: "*A bar or impediment raised by the law, which precludes a man from alleging or from denying a certain fact or state of facts, in consequence of his previous allegation or denial or conduct or admission, or in consequence of a final adjudication of the matter in a court of law. Demarest v. Hopper, 22 N. J. Law, 019; Martin v. Railroad Co., 83 Me. 100, 21 Atl. 740; Yeeder v. Mudgett, 95 N. Y. 295.*"

VII. PRAYER FOR RELIEF

For these reasons, Petitioner respectfully presents that the Court issue a mandate recalling the remittitur and remand for further proceedings or in the alternative facilitate a grand jury proceedings for Petitioner's presentment of his verified criminal complaint against all Respondents and their Co Parties Agent(s) Principle(s) to the Grand Jury. In the alternative, and in the interest of justice, Petitioner respectfully presents that the Court summarily award any and all remedies due to Petitioner as a disabled American who has been wronged by the Respondents and their Co Parties Agent(s) Principle(s).

Issue an alternative writ, order to show cause, or other order directing the DCA and the Respondents to show cause before this Court, at a time and place specified by this Court, why a writ should not issue directing the DCA to vacate its January 10, 2020 Order rejecting Petitioner's Motion to recall remittitur or in the alternative an order to facilitate a grand jury proceedings for Petitioner against all Respondents, their

1 Oath of office of California state judges, including the judges of the Courts of
2 Appeal, require them to uphold the enacted laws of the STATE OF CALIFORNIA, to
3 include CCP § 431.20 ¹⁴, CCP § 431.30 and CCP § 170.3c(5).

4 Article III standing, like other bases of jurisdiction, must be presented at the
5 inception of and **throughout the lawsuit**. *Lujan v. Defenders of Wildlife*, 504 U.S. 555,
6 570 n.5 (1992) (plurality opinion) ("[S]tanding is to be determined as of the
7 commencement of suit."); see also *Arizonans for Official English v. Arizona*, 520 U.S.
8 43, 64, 67 (1997) (holding that standing is an aspect of the case or controversy
9 requirement, which must be satisfied "at all stages of review"); *Keene Corp. v. United*
10 *States*, 508 U.S. 200, 207 (1993) ("[T]he jurisdiction of the Court depends upon the
11 state of things at the time of the action brought.").

12 Standing is jurisdictional and a lack of standing precludes a ruling on the merits.
13 *Media Technologies Licensing, LLC v. Upper Deck Co.*, 334 F.3d 1366, 1370 (Fed.
14 Cir. 2003) (Cal).

17 ¹⁴ CCP § 431.20 , "(a) Every material allegation of the complaint or cross-complaint,
18 not controverted by the answer, shall, for the purposes of the action, be taken as true.
19 (b) The statement of any new matter in the answer, in avoidance or constituting a
20 defense, shall, on the trial, be deemed controverted by the opposite party."

1 [not Petitioner] in accordance with God's laws. All codes, rules, and regulations are
2 unconstitutional and lacking due process...."¹⁰ The phrase "at law" which Petitioner has
3 repeatedly and consistently been presenting to all courts of records, under duress, is
4 used to point out that a thing is to be done according to the course of the common law.
5 It is distinguished from a proceeding in equity ¹¹. "All laws, rules and practices which
6 are repugnant to the Constitution are null and void."¹²

7 Can a judge be held to his own admissions in court ¹³? There is no absolute
8 judicial immunity, is there?

11 ¹⁰ *Rodriques v. Ray Donovan* (U.S. Department of Labor) 769 F. 2d 1344, 1348 (1985).

12 ¹¹ Blacks 4th At Law.

13 ¹² *Marbury v. Madison*, 5th US (2 Cranch) 137, 180.

14 ¹³ **DEFINITION OF COURT** " INTERNATIONAL LAW-- The person and suite of
the sovereign "Black's Law Dictionary, 4th Ed., 425, 426.

15 **Suite**--"Those persons who by his authority follow or attend an ambassador or other
public minister." Black's Law Dictionary, 4th Ed.

16 **Sovereignty** means that the **decree of the sovereign makes law**, and foreign courts
17 cannot condemn the influences persuading the sovereign to make the decree. *Rafael v.*
Verelst, 2 Wm.Bl. 983, 1055; *American Banana Co. v. United Fruit Co.* 213 U.S. 347
18 (1909), emphasis added. Stated differently, whatever people say goes and is the law.
19 Servants such as this panel are bound by it or the panel will be in violation of the law at
TITLE 28 > PART I > CHAPTER 21 > § 454 -- Practice of law by justices and judges
20 Any justice or judge appointed under the authority of the United States who engages in
the practice of law is **guilty of a high misdemeanor**, Emphasis added.

1 **B. This Court should recall the remittitur to end confusion in the**
2 **lower California courts over the recalled judge's ruling that void**
3 **order issued by the recalled judge is void and not voidable and is not**
4 **a cause of action but a fact.**

5 No Judge, lawyer or borrower can overrule the will of "We the People" to wit:
6 the People recalled Mr. Persky, his order is void, as a matter of law, it is as if he were
7 never a judge, all other derivative actions subsequent to Mr. Persky's void order are
8 also void, there is no *argument* left to consider, to wit: We the People ordained and
9 established the constitution for the United States of America ⁷. We the People vested
10 Congress to make law via Article I Section 8.⁸ We the People did not vest Congress to
11 make law to control our behavior. We the People are above the Constitution and all
12 legislated law, whereas government authorities (including all public servants) are
13 under the Constitution. We the People are subject to only to the laws of Nature and
14 Nature's God. ⁹ "All codes, rules, and regulations are for government authorities only,

15 ⁷ **PREAMBLE:** We the People of the United States, in order to form a more perfect
16 union, establish justice, insure domestic tranquility, provide for the common defense,
17 promote the general welfare, and secure the blessings of liberty to ourselves and our
18 posterity, do ordain and establish this Constitution for the United States of America.

19 ⁸ Article I Section I: All legislative powers herein granted shall be vested in a Congress
20 of the United States, which shall consist of a Senate and House of Representatives;
Article I Section 8 Clause 18: Congress shall have power to make all laws which shall
be necessary and proper for carrying into execution the foregoing powers; and all other
powers vested by this Constitution in the government of the United States, or in
department or officer thereof.

⁹ Declaration of Independence.

1 extrinsic fraud”. [Citations omitted.] (7 Witkin, Cal. Procedure, supra, Judgment, §
2 286, p. 828.), also see *Haines v Kerner* 404 U.S. 519 (1972), the court said that, all
3 litigants defending themselves must be afforded the opportunity to present their
4 evidence and that the Court should look to the substance of the complaint rather than
5 the form. In *Platsky v CIA*, 953 F.2d 26 (2nd Cir. 1991), the Circuit Court of Appeals
6 allowed that, the District Court should have explained to the litigant proceeding
7 without a lawyer, the correct form to the plaintiff so that he could have amended his
8 pleadings accordingly. Petitioner has always respectfully reserved the right to amend
9 his demand for Grand Jury proceedings and or other Petitioner's papers, if needed,
10 *Haines v Kerner, Id., Platsky v CIA, Id.*

11 The void order issued by the inferior court recalled judge must be set aside since
12 it is and was the lower court judge who was recalled. Petitioner's right to due process
13 at 5th amendment has been blatantly violated, since Petitioner did not obtain his due
14 process in lower court of records (both in DCA and in Trial Court) to have the
15 opportunity to appear in court, to wit: the sham private hearing among the Defendants
16 and the recalled judge Persky dba RECALLED JUDGE AARON PERSKY was
17 conducted in absence of all jurisdiction by attorneys at Severson & Werson without any
18 power of attorney from a damaged party, party of interest and holder in due course and
19 an imposter further damaging me economically, emotionally and physically, *Id.*
20

1 to my home and to my alleged loan, when it full well knew that there was
2 never ever any debt owed to it but continued to harass, intimidate, stalk,
3 threaten and harm Petitioner]. Petitioner has several claims for economic
4 damages against the ghost, Nationstar, its charlatan officers and directors
5 and its culprits such as Joseph W. Guzzetta ("Mr. Guzz" or "Guzz") and
6 and Guzz's culprits at Severson & Werson, Clear Recon Corp. and others;

- 7 • in short, the ghost, Nationstar and their Co Parties Agent(s) Principle(s)
8 are complete strangers to me and to my sovereign land, but they have been
9 using very corrupt judges, while stealing 10s of millions of dollars of my
10 monies and my home, etc. etc.

11 Accordingly, recalling the remittitur is both necessary and mandatory, by law,
12 the error of law can not stand, my inalienable rights are my God given rights,
13 inalienable rights mean they can not be leined on by anyone, to wit: my life, liberty,
14 pursuit of happiness and my inalienable right to my private land can not be leined on by
15 anyone, [1 PCT 46].

16 A void judgment or order may properly be attacked at any time, directly or
17 collaterally. The doctrine of *res judicata* does not apply to void judgments or orders.
18 "Obviously a judgment, though final and on the merits, has no binding force and is
19 subject to collateral attack if it is wholly void for lack of jurisdiction of the subject
20 matter or person, and perhaps for excess of jurisdiction, or where it is obtained by

1 (MG), Chapter 11, UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK, Case Number 12-12020-mg,

3 Doc 3929-4, Filed 06/07/13, also see [1 PCT 380], where it shows that the

4 so called securitized trust was part of this settlement--"Name of

5 Securitization Trust GPMF 2007-AR2];

- 6 • Appellant offered to pay in full the alleged amount of the alleged debt if
7 the ghost could simply, as FDCPA requires it to do, authenticate the
8 alleged debt and the amount of the alleged debt. But the ghost never
9 authenticated the amount of the alleged debt and the alleged debt itself,
10 even when ordered specifically by judge Folan of Santa Clara County
11 Court in Case Number 115cv289500 and in fact dismissed its action after
12 judge Folan issued her order, ordering the counsel for the ghost to
13 authenticate the alleged amount of the alleged debt and the alleged
14 reinstatement amount, if any, see [1 PCT 56-57];
- 15 • Nationstar continued to send and demand multiple conflicting amounts of
16 alleged amount of debt to Petitioner, see [1 PCT 63, where the amount of
17 the alleged debt is indicated as \$1,333,938.74] and compare that with [1
18 PCT 66, where the alleged amount of alleged debt is indicated as
19 \$1,806,748.25 and alleged consideration, through a credit bid of
20 \$1,445,498.74 in stealing Petitioner's home by complete strangers to me,

- 1 • the ghost and its culprits admitted that Appellant's private property and
2 land is not an asset appearing on the books and records of the ghost since
3 there is no damaged party that can be identified anywhere, the ghost is
4 manufactured evidence to create an air of privity between the ghost and
5 Petitioner, when there were never any, whatsoever, for the benefit of
6 Nationstar's money laundering for pedophiles and drug cartels;
- 7 • based on facts on records, Nationstar (Aurora) and its culprits, using the
8 ghost have been receiving multiple insurance payments from multiple
9 insurance companies, therefore how can there be any default when all
10 payments have been received by the ghost and Nationstar, [1 PCT 380];
- 11 • Appellant through extensive research, have gathered ample evidence of
12 insurance payments from various insurance companies received by
13 Nationstar (and its culprits) using the ghost as a conduit, including but not
14 limited to a settlement with an insurance company where the ghost's
15 culprits paid back some of the fraudulent insurance payments they had
16 received to an insurance company as part of the settlement, however, this
17 is not the only insurance monies that Nationstar (Aurora Bank) and their
18 culprits received based on facts on records, [for one of these insurance
19 payments, see 1 PCT 174, as to the settlement agreement filed in court, In
20 re: RESIDENTIAL CAPITAL, LLC, et al., Debtors, Case No. 12-12020

- 1 • the alleged trust was never formed properly, it had no and does not have
2 any bank account, did not pay for anything since it was never funded and
3 was used as a rented name by Nationstar Mortgage LLC (and Aurora
4 Bank) for laundering monies for pedophiles, drug cartels, sex traffickers
5 while bribing very corrupt state, federal and appellate court judges;
- 6 • the alleged attorneys allegedly representing the trustee for the closed and
7 defunct trust, to wit: U.S. BANK NATIONAL ASSOCIATION, AS
8 TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE
9 PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("ghost") or any
10 other alphabet soup made up name do not have any power of attorney to
11 represent any damaged party, party of interest and holder in due course;
- 12 • the ghost never had any certificate holders, no certificates were ever
13 issued, that Appellant's private home does not appear as an asset, liability
14 or even charge off amount on the ghost's financial statements since the
15 ghost is a holographic image of an empty bag with nothing in it primarily
16 used by Nationstar and its culprits for money laundering and ponzi scheme
17 and to bribe corrupt judges to facilitate Nationstar's (Aurora Bank's)
18 misconduct, *Id.*;

1 well as all other void derivative actions subsequent to Persky's void order and Persky's
2 denial of due process to Petitioner at inter alia 5th amendment.

3 Due process means law of the land, *Kansas Pac. Ry. Co. V. Dunmeyer* 19 542,
4 "*the words, " by due process of law; are synonyms with "due process of law" or*
5 "*law of the land"...*) which is common law and that is what Petitioner demands and
6 demanded not a Nisi Prius ⁶ private tribunal where the recalled judge Mr. Persky
7 conducted all kinds of unlawful conduct, in collusion with attorneys from Severson &
8 Werson without any power of attorney on records nor anywhere else, ever.

9 Moreover, Respondents and their co parties repeatedly admitted to the, inter alia,
10 following facts that:

- 11 • no certificates were ever issued;
- 12 • no payments nor any for value consideration was paid for the false robo
13 signed, robo notarized instruments filed in both county recorder and in the
14 inferior court in violation of , inter alia, Cal. Penal Code 115 (a) and (b);
15

16 ⁶ **NISI PRIUS:** is a Latin term (Bouvier's) Where courts bearing this name exist in the
17 United States, they are instituted by statutory provision.; Black's 5th "Prius" means
18 "first." "Nisi" means "unless." A "nisi prius" procedure is a procedure to which a party
19 FIRST agrees UNLESS he objects.; Black's 4th - A rule of procedure in courts is that if
20 a party fails to object to something, then it means he agrees to it. A nisi procedure is a
procedure to which a person has failed to object. A "nisi prius court" is a court which
will proceed unless a party objects. The agreement to proceed is obtained from the
parties first.

1 amended his pleadings accordingly. Petitioner has always respectfully reserved the
2 right to amend his demand for Grand Jury proceedings and or other Petitioner's papers,
3 if needed, *Haines v Kerner, Id., Platsky v CIA, Id.*

4 Moreover, Petitioner also mentioned the same to the Clerk of DCA, DCA's
5 erroneous rationale that DCA does not have any jurisdiction to do anything in this case
6 is trumped by the fact that Petitioner invoked DCA's jurisdiction by his motion to recall
7 remittitur at [1 PCT 39]. Since Petitioner's reason with this court's staff and DCA's
8 staff did not provide any relief to Petitioner, this Petition for writ of mandate, *Id.*,
9 followed.

10 VI. ARGUMENT

- 11 **A. The void order issued by the recalled judge Mr. Persky must be**
12 **reversed because it was based on the predicate ownership of the**
13 **alleged debt by an entity that never existed, does not exist, never had**
14 **any bank account, never paid for anything since it was never funded,**
15 **and was used a rented name by Nationstar Mortgage LLC. (Aurora**
16 **Bank) Moreover, attorneys admitted on records that they have no**
17 **power of attorney from any damaged party, party of interest and**
18 **holder in due course while they colluded with the recalled judge to**
19 **utterly deny Petitioner's due process at every turn**

20 Mr. Persky, a recalled judge, issued a void order when no damaged party, party
of interest and holder in due course ever appeared in the inferior court of records. The
fact that Persky was recalled automatically vacated the void order issued by Persky as

1 against all defendants and their co parties agent(s) principle(s), [1 PCT 3] and [1 PCT
2 39, as to motion to recall remittitur].

3 On or about, January 10, 2020, Petitioner received a series of emails from
4 California Sixth District Court of Appeal (" DCA"), that Petitioner's Motion to Recall
5 Remittitur was rejected without any explanation as to findings of facts and conclusion
6 of law when the motion to recall remittitur was on file in DCA, [1 PCT 4-15].

7 On the same date, January 10, 2020, Petitioner called both DCA and this court to
8 inquire about the reason for the rejection to no avail. This court's staff told Petitioner
9 that Petitioner may want to contact DCA as the Remittitur was issued by that court and
10 that the case has been closed since 2016, when Petitioner objected and told this court's
11 staff, this case was never closed for several independent reasons, inter alia, that Mr.
12 Persky was recalled and therefore the order was and is void and of no force and effect,
13 as a matter of law, still Petitioner did not obtain any relief nor any other information
14 even though Petitioner's question are and, were procedural questions, in opposition to
15 the controlling case laws, at inter alia, *Haines v Kerner* 404 U.S. 519 (1972), where the
16 court said that, all litigants defending themselves must be afforded the opportunity to
17 present their evidence and that the Court should look to the substance of the complaint
18 rather than the form. In *Platsky v CIA*, 953 F.2d 26 (2nd Cir. 1991), the Circuit Court of
19 Appeals allowed that, the District Court should have explained to the litigant
20 proceeding without a lawyer, the correct form to the plaintiff so that he could have

1 Accordingly, Petitioner's demands from this court of records to facilitate a
2 Grand Jury Proceedings against Respondents and their culprits must also be granted as
3 a matter of law, *United States v. John H. Williams, Jr.* No. 90-1972, *Id.*

4 V. STATEMENT OF THE CASE

5 Petitioner Fareed-Sepehry-Fard[©], *Sui Juris*, (or "Petitioner") appealed an order
6 by the trial court recalled judge, Mr. Persky who sustained a demurrer to Petitioner's
7 Verified Complaint without leave to amend signed by the recalled ex judge Mr. Persky,
8 [1 PCT 552]. The DCA affirmed the void judgment by the recalled judge, [1 PCT 25].

9 Petitioner, on or about December 18, 2019, in Sixth District Court of Appeal,
10 filed his motion to vacate void judgment and remand case for further proceedings
11 which was rejected for want of jurisdiction post-remittitur on or about January 2nd,
12 2020, [1 PCT 3, as to the rejection], [1 PCT 16, as to the motion to vacate void
13 judgment]

14 Subsequently, at the direction of Sixth District Court of Appeal at [1 PCT 3], in
15 that Petitioner's motion to vacate void judgment was rejected for " want of jurisdiction
16 post-remittitur", Court of Appeal No: H039052, on or about January, 7th, 2020,
17 Petitioner filed his Motion to recall remittitur and to remand case for further
18 proceedings or in the alternative for the court to facilitate a grand jury proceedings
19
20

1 unbridled right to empanel their own grand juries and present "True Bills" of
2 indictment to a court, which is then required to commence a criminal proceeding. Our
3 Founding Fathers presciently thereby created a "buffer" the people may rely upon for
4 justice, when public officials, including judges, criminally violate the law. 112 S.Ct.
5 1735 504 U.S. 36 118 L.Ed.2d 352 *UNITED STATES, Petitioner v. John H.*
6 *WILLIAMS, Jr.* No. 90-1972. Argued Jan. 22, 1992. Decided May 4, 1992. " "Unlike
7 [a] [c]ourt, whose jurisdiction is predicated upon a specific case or controversy, the
8 grand jury '**can investigate merely on suspicion that the law is being violated, or**
9 **even because it wants assurance that it is not.**' " *United States v. R. Enterprises*, 498
10 U.S. ----, ----, 111 S.Ct. 722, 726, 112 L.Ed.2d 795 (1991) (quoting *United States v.*
11 *Morton Salt Co.*, 338 U.S. 632, 642-643, 70 S.Ct. 357, 364, 94 L.Ed. 401 (1950)). It
12 **need not identify the offender it suspects, or even "the precise nature of the**
13 **offense" it is investigating.** *Blair v. United States*, 250 U.S. 273, 282, 39 S.Ct. 468,
14 471, 63 L.Ed. 979 (1919). The grand jury requires no authorization from its
15 constituting court to initiate an investigation, see *Hale, supra*, 201 U.S., at 59-60, 65, 26
16 S.Ct., at 373, 375, nor does the prosecutor require leave of court to seek a grand jury
17 indictment." Emph. added, *UNITED STATES, Petitioner v. John H. WILLIAMS, Jr.* No.
18 90-1972, *Id.*

19
20 in country recorders and in courts, in only 5 years, stealing people's homes. Petitioner
has been fighting these thieves--Respondents, for more than 8 1/2 years.

1 Petitioner's FOIA request from FBI/DOJ]; [1 PCT 339, as to Petitioner's identity theft
2 report to Federal Trade Commissioner, where Respondents and their Co Parties
3 Agent(s) Principle(s) have used an incorrect Social Security Number that does not
4 belong to Petitioner at [1 PCT 543], that Respondents have used 16 different variation
5 of names that does not belong to Petitioner at [1 PCT 542], that Respondents have used
6 incorrect addresses for Petitioner where Petitioner never lived at [1 PCT 542], etc. etc.].

7 Additionally, if anyone wishes to challenge these facts on records, *Id.*, they can
8 do so in an evidentiary hearing or, alternatively in a grand jury proceedings pursuant to
9 Petitioner's demand for a grand jury proceedings at, inter alia, Petitioner's Bill of
10 Rights, to wit: "We the People" have been providentially provided legal recourse to
11 address the criminal conduct of persons themselves entrusted to dispense justice. In the
12 Supreme Court case of *United States v. Williams*, 112 S.Ct. 1735, 504 U.S. 36, 118
13 L.Ed.2d 352 (1992), Justice Antonin Scalia, writing for the majority, confirmed that the
14 American grand jury is neither part of the judicial, executive nor legislative branches of
15 government, but instead belongs to the people. It is in effect a fourth branch of
16 government "governed" and administered to directly by and on behalf of the American
17 people, and its authority emanates from the Bill of Rights. Thus, citizens have the

18 year x 4 people per household x 5 years= 12,000,000 ruined lives of people who have
19 been directly impacted by Nationstar's fabricating instruments/notes (securities fraud-
20 18 US Code Section 471, 472, 473 which has up to 20 years in prison) and filing those

1 Without writ review, Petitioner will not have due process at 5th amendment, *Id.*
2 based on an entity that does not exist, based on facts on records, the irreparable injury
3 to Petitioner and his family justifies writ relief here.

4 **IV. WHY, IN THE ALTERNATIVE, THIS COURT OF RECORDS MUST**
5 **GRANT FACILITATION OF PETITIONER'S DEMAND FOR A GRAND**
6 **JURY PROCEEDINGS AGAINST ALL DEFENDANTS AND THEIR CO**
7 **PARTIES AGENT(S) PRINCIPLE(S)**

8 Without any doubt and based on facts on records, Respondents' repeated
9 misconduct is criminal in nature, at inter alia, 18 US Code Sections 471, 472 & 473--
10 Securities Fraud and Cal. Penal Code 115 (a) and (b), among others since, inter alia,
11 Respondents have fabricated official looking instruments in several courts pretending
12 that there were offer, acceptance of that offer by Petitioner and for value consideration,
13 see California Commercial Code or UCC, to wit: for any contract to be valid, there
14 must have been an offer [where there were none and there is none, in that Respondents
15 and their culprits have forged Petitioner's signature on one or more promissory notes
16 and monetized those further damaging Petitioner economically, physically and
17 emotionally, see [1 PCT 536, as to police report regarding Petitioner's identity theft
18 report]; [1 PCT 537 as to close to 18,000 similar complaints against Respondent
19 Nationstar, returned to Petitioner by FBI/DOJ in only one year⁵, subsequent to
20

⁵ And those are People who have complained to the government, very few people
complain to the government, typically less than 3 percent of people complain to the
government which makes the real number to be approximately 600,000 people in one

1 claimant in foreclosure actually has ownership of the alleged debt and therefore would
2 be injured financially if the encumbrance were not enforced.

3 The eviction in civil cases is equivalent to a capital punishment in criminal cases,
4 because nonjudicial foreclosure is a “drastic sanction” and a “draconian remedy”
5 (*Baypoint Mortgage Corp. v. Crest Premium Real Estate etc. Trust* (1985) 168
6 Cal.App.3d 818, 827, 830, 214 Cal.Rptr. 531), “[t]he statutory requirements must be
7 strictly complied with.” (*Miller*, at p. 894, 179 Cal.Rptr. 753.)

8 To be valid, a notice of default must contain at least one correct statement of a
9 breach of an obligation the alleged deed of trust secures. Moreover, the breach
10 described in the notice of default must be substantial enough to authorize use of the
11 drastic remedy of nonjudicial foreclosure. If a notice of default does not satisfy these
12 requirements, then the notice is invalid and the alleged lender cannot exercise the
13 power of sale based on that notice. The issue here is not whether Petitioner was in
14 default, when he was never in default, based on facts on the records, but whether
15 Petitioner was in default *as specified in the Notice of Default* and whether the Notice of
16 Default met the mandatory requirements of the Deed of Trust, which it did not. And the
17 inferior court recalled judge's blocking the discovery violated Petitioner's due process
18 rights at inter alia, 5th amendment while colluding with the alleged attorneys for the
19 alleged Plaintiff based on several ex parte communications, in violation of the law, *Id.*

1 Here, Petitioner assert that the Superior Court of California, County of Santa
2 Clara recalled judge, Mr. Persky, has done just that by legislating from bench, *Id.* and
3 DCA, by refusing to grant relief to undersigned in recalling the void remittitur.

4 The scope of a recalled judge of a superior court's authority and DCA's refusal to
5 recall the void remittitur, to unilaterally and in violation of separation of powers deny
6 Petitioner's Motion to recall remittitur, *Id.*, is also an issue of significant importance that
7 has evaded review, despite inconsistent rulings in the Superior Courts of Santa Clara
8 and DCA.

9 This inconsistent ruling by the inferior court judges and justices in violation of
10 enacted law, *Id.*, varies from court to court, and even from department to department.
11 This lack of uniformity in the law could be resolved by this Court's determination of
12 this Petition on the merits.

13 Finally, writ relief is necessary to avoid irreparable injury to Petitioner.
14 Petitioner's home where petitioner lives with his handicapped almost 82 year old
15 mother, is his only home. A litigation that exceeds the authority of the inferior court
16 judge could subject Petitioner to (likely unrecoverable) additional litigation costs and
17 Petitioner's being evicted. It's one thing to get a money judgment against someone. But
18 the legislature of every state has already decided that is quite another thing to take the
19 homestead away from a homeowner. The big safeguard is the requirement that the
20

1 since all derivative actions were acted upon on a void order issued by a recalled judge--
2 Mr. Persky, who was recalled in 2018, *Id.*, [1 PCT 25].

3 Petitioner as a disabled Muslim American born in Iran, and as a direct and
4 proximate result of the void order, *Id.*, has been severely economically, emotionally
5 and physically damaged, [1 PCT 41]. Therefore, inter alia, the Writ of Mandate
6 directing the DCA to recall remittitur and remand for further proceedings must be
7 granted.

8 Preferably, in the alternative and in the interest of justice, this court summarily
9 should provide remedy to Petitioner who has been wronged as a direct and proximate
10 result of the trial court void order issued by the recalled judge, Mr. Persky, and all other
11 derivative actions subsequent to the void trial court order, *Id.*

12 Moreover, Writ of Mandate is necessary and proper here for several other
13 independent reasons. First, writ relief is appropriate when a trial court judge exceeds
14 his or her jurisdiction and acts in excess of his statutory authority, because when the
15 judge of a court grants that sort of permission, it "exceed[s] its jurisdiction." (*Safer v.*
16 *Superior Court* (1975) 15 Cal.3d 230, 242), "*Where there is no jurisdiction over the*
17 *subject matter, there is, as well, no discretion to ignore that lack of jurisdiction.*" *Joyce*
18 *v. U.S.*, 474 F 2d 215.

monies and assets, that Petitioner's home does not appear as an asset, liability or even charge off on the financial statements of the claimant (whichever it may be, as there is no and there was none which can be identified), no alleged creditor can be identified anywhere who allegedly loaned monies to Petitioner, no certificates were ever issued, there are no certificate holders that can be identified who paid value for the alleged debt, the trust was never properly formed and it does not and never existed, it had no bank account and does not have any bank account, never paid for anything since it had no monies to pay for anything and was never funded, was never properly formed, is and was a rented name by Nationstar (and Aurora Bank) for the sole purpose of laundering monies for drug cartels and pedophiles while using Petitioner's home as a conduit to perfect and commit these heinous crimes, using or abusing very corrupt judges, one of those corrupt judges was recalled by "We the People". This court must not allow courts to be used for endangering our national security, *Id*, the remittitur is void as a matter of law and must be recalled, as a matter of law.

III. WHY WRIT OF MANDATE SHOULD BE GRANTED

DCA without any lawful reason, rejected Petitioner's Motion to Recall Remittitur. The fact is Mr. Persky was recalled, *Id.*, accordingly Mr. Persky's order in Trial court was and is void, all other derivative actions are also void, as a matter of law

1 due to his being recalled--as if he were never a judge? The answer is that DCA erred in
2 rejecting Petitioner's motion to recall void remittitur affirming an order issued by a
3 recalled judge, Mr. Persky.

4 **A. JURISDICTION OF THE COURT OVER THE**
5 **PARTIES AND SUBJECT ONCE CHALLENGED CAN**
6 **NOT BE ASSUMED AND MUST BE PROVEN ON**
7 **RECORDS**

8 Pursuant to *Basso v. Utah Power and & Light Co.* 495 F 2d 906, 910:

9 ***“Jurisdiction can be challenged at any time” and “Jurisdiction,***
10 ***once challenged, can not be assumed and must be decided.”***, Emph.
11 added, *Basso v. Utah Power and & Light Co., Id.*

12 DCA seems to have legislated from bench in rejecting Petitioner's motion to
13 recall remittitur based on Mr. Persky's void order who was recalled by "We the
14 People".

15 Additionally, Respondents have repeatedly admitted that the proceeds of the
16 foreclosure is an income for the strangers to Petitioner and is not used to pay down any
17 alleged debt nor anyone knows how much the alleged debt is, if any [1 PCT 56-57, as
18 to judge Folan's order for the alleged attorneys to authenticate the amount of the alleged
19 debt, if any, and the amount of the alleged debt, if any--see [1 PCT 63 and 1 PCT 66, as
20 to the inconsistent and unverified amount of the alleged debt furnished to Petitioner and
in court records], [1 PCT 58-59, as to dismissal of the Respondents' complaint when
judge Folan in inferior court issued her order], to wit: those are theft of Petitioner's

1 GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH
2 CERTIFICATES, SERIES 2007-AR2 or any other alphabet soup made up name and
3 Nationstar Mortgage LLC ("Nationstar" and or "Aurora Bank"), primarily used for
4 money laundering and ponzi scheme, purporting to act on behalf of the non existing
5 ghost -- U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
6 GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH
7 CERTIFICATES, SERIES 2007-AR2.

8 **II. THE PETITION IS TIMELY**

9 The DCA entered the order that is the subject of this Petition on January 10,
10 2020, [1 PCT 4-15]. Petitioner is filing this Petition within 60 days of that Order.
11 Therefore, the Petition is timely. (Cal. W. Nurseries, Inc. v. Superior Court (2005) 129
12 Cal.App.4th 1170, 1173 ["As a general rule, a writ petition should be filed within the
13 60-day period that applies to appeals."].)

14 15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 This Petition addresses a clear and ripe question of statewide importance: Does
17 Petitioner's motion to recall remittitur which was issued by DCA based on a void
18 judgment by a recalled judge was and is within DCA's jurisdiction in opposition to both
19 the letter of the law and the spirit of the law when the trial judge's order became void
20

ISSUE PRESENTED

The issue presented is directing DCA to recall the void remittitur and either preferably and directly provide relief to Petitioner who has been wronged by the void order issued by the recalled judge or, as a second alternative, avail remedies to Petitioner as a disabled Muslim American born in Iran, so that he can amend his complaint to seek relief in the Trial court or in DCA.

I. THE PARTIES

Petitioner, Heir Apparent Fareed-Sepehry-Fard[®], a man of California Republic, is the sole owner of property and land: C/o 12309 Saratoga Creek Dr., Rancho Quito, City of Saratoga, California Republic where he lives with the intention to remain.

Respondent is the Six District Court of Appeal in the State of California, County of Santa Clara.

Alleged Real Party in Interest that does not exist and never existed, did not and does not have a bank account, did not pay for anything since it was never funded and was never properly formed, is the U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 ("ghost") et. al, a rented name by the attorneys at Severson & Werson without any power of attorney on records from the ghost or U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR

1 Persky was recalled and therefore the order was and is void and of no force and effect,
2 as a matter of law, still Petitioner did not obtain any relief nor any other information
3 even though Petitioner's question are and, were procedural questions, in opposition to
4 the controlling case laws, at inter alia, *Haines v Kerner* 404 U.S. 519 (1972), where the
5 court said that, all litigants defending themselves must be afforded the opportunity to
6 present their evidence and that the Court should look to the substance of the complaint
7 rather than the form. In *Platsky v CIA*, 953 F.2d 26 (2nd Cir. 1991), the Circuit Court of
8 Appeals allowed that, the District Court should have explained to the litigant
9 proceeding without a lawyer, the correct form to the plaintiff so that he could have
10 amended his pleadings accordingly. Petitioner has always respectfully reserved the
11 right to amend his demand for Grand Jury proceedings and or other Petitioner's papers,
12 if needed, *Haines v Kerner, Id., Platsky v CIA, Id.*

13 Moreover, Petitioner also mentioned the same to the Clerk of DCA, DCA
14 rationale that the court does not have any jurisdiction to do anything in this case is
15 trumped by the fact that Petitioner invoked DCA's jurisdiction by his motion to recall
16 remittitur at [1 PCT 39]. Since Petitioner's reason with this court's staff and DCA's
17 staff did not provide any relief to Petitioner, this Petition for writ of mandate, *Id.*,
18 followed.

19
20 1 of Petitioner's Court Transcripts pages 7 to 9, inclusive, etc. etc.

1 2020, [1 PCT 3, as to the rejection]⁴, [1 PCT 16, as to the motion to vacate void
2 judgment].

3 Subsequently, at the direction of Sixth District Court of Appeal at [1 PCT 3], in
4 that Petitioner's motion to vacate void judgment was rejected for " want of jurisdiction
5 post-remittitur", Court of Appeal No: H039052, on or about January, 7th, 2020,
6 Petitioner filed his Motion to recall remittitur and to remand case for further
7 proceedings or in the alternative for the court to facilitate a grand jury proceedings
8 against all defendants and their co parties agent(s) principle(s), [1 PCT 3] and [1 PCT
9 39, as to motion to recall remittitur].

10 On or about, January 10, 2020, Petitioner received a series of emails from
11 California Sixth District Court of Appeal (" DCA"), that Petitioner's Motion to Recall
12 Remittitur was rejected without any explanation as to findings of facts and conclusion
13 of law when the motion to recall remittitur was on file in DCA, [1 PCT 4-15].

14 On the same date, January 10, 2020, Petitioner called both DCA and this court to
15 inquire about the reason for the rejection to no avail. This court's staff told Petitioner
16 that Petitioner may want to contact DCA as the Remittitur was issued by that court and
17 that the case has been closed since 2016, when Petitioner objected and told this court's
18 staff, this case was never closed for several independent reasons, inter alia, that Mr.

19 _____
20 ⁴ PCT stands for Petitioner's Court Transcript, for example, [1 PCT 7-9], means volume

1 **Notice to Agent is Notice to Principle and Notice to Principle is Notice to Agent**

2

3 **INTRODUCTION**

4 As this court of records, at California Article VI Section I of the Constitution ²,

5 seems to be aware, Mr. Aaron Persky previously doing business as JUDGE AARON

6 PERSKY ("Mr. Persky") was recalled ³, accordingly, the order issued by Mr. Persky,

7 Sup. Ct. No. 111CV209804 is void, and all other derivative actions, at inter alia, 6th

8 District Court of Appeal Case Number H039052 remittitur, are also void and of no

9 force and effect.

10 Petitioner, on or about December 18, 2019, in Sixth District Court of Appeal,

11 filed his motion to vacate void judgment and remand case for further proceedings

12 which was rejected for want of jurisdiction post-remittitur on or about January 2nd,

13

14

15

16

17

18 ² See California Constitution Article 6 Section 1, where it states that State Courts are

19 court of records which are common law courts.

20 ³ <https://www.nytimes.com/2018/06/06/us/politics/judge-persky-brock-turner-recall.html>

18 US Code Sections 471, 472 & 473--Securities Fraud.....	10,11
Cal. Penal Code 115 (a) and (b).....	10,17
<i>Jones v. Jones</i> , 188 Mo.App. 220, 175 S.W. 227, 229.....	Passim
<i>Ex parte Gladhill</i> , 8 Metc. Mass., 171, per Shaw, C.J.....	Passim
<i>Ledwith v. Rosalsky</i> , 244 N.Y. 406, 155 N.E. 688, 689.....	Passim

ORDERS, STATUTES, RULES, LAW ON TREATIES, ETC.

Judiciary Act of 1789.....	Passim
Sections 81-131 of Title 28 U.S.C Chapter 5.....	Passim
<i>Kansas Pac. Ry. Co. V. Dunmeyer</i> 19 542.....	16
<i>Demarest v. Hopper</i> , 22 N. J. Law, 019.....	27
<i>Martin v. Railroad Co.</i> , 83 Me. 100, 21 Atl. 740.....	27
<i>Yeeder v. Mudgett</i> , 95 N. Y. 295.....	27
Nisi Prius.....	16
Black's Law Dictionary.....	26,27
7 Witkin, Cal. Procedure, supra, Judgment, § 286, p. 828.....	21
28 United States Code §1653.....	Passim
FRAP 46.....	Passim
Rule 11.....	Passim
C.C.P 128.7.....	Passim
CCP § 431.20, CCP § 431.30 and CCP § 170.3c(5).....	26
TITLE 28 > PART I > CHAPTER 21 > § 454.....	26

FEDERAL CASES

<i>Basso v. Utah Power and & Light Co.</i> 495 F 2d 906, 910.....	5,6
<i>Joyce v. U.S.</i> , 474 F 2d 215.....	8
<i>Platsky v CIA</i> , 953 F.2d 26 (2nd Cir. 1991).....	3,15,21
<i>Rodriques v. Ray Donovan</i> (U.S. Department of Labor) 769 F. 2d 1344, 1348 (1985).....	25
<i>Media Technologies Licensing, LLC v. Upper Deck Co.</i> , 334 F.3d 1366, 1370 (Fed. Cir. 2003) (Cal).....	27

CALIFORNIA CASES

<i>Cal. W. Nurseries, Inc. v. Superior Court</i> (2005) 129 Cal. App.4th 1170, 1173.....	5
<i>Safer v. Superior Court</i> (1975) 15 Cal.3d 230, 242.....	8
<i>Baypoint Mortgage Corp. v. Crest Premium Real Estate etc. Trust</i> (1985) 168 Cal.App.3d 818, 827, 830, 214 Cal.Rptr. 531.....	9
<i>Miller</i> , at p. 894, 179 Cal.Rptr. 753.....	9

<i>United States v. R. Enterprises</i> , 498 U.S. ----, ---- , 111 S.Ct. 722, 726, 112 L.Ed.2d 795 (1991).....	12
<i>United States v. Morton Salt Co.</i> , 338 U.S. 632, 642-643, 70 S.Ct. 357, 364, 94 L.Ed. 401 (1950).....	12
<i>Blair v. United States</i> , 250 U.S. 273, 282, 39 S.Ct. 468, 471, 63 L.Ed. 979 (1919).....	13
<i>Hale, supra</i> , 201 U.S., at 59-60, 65, 26 S.Ct., at 373, 375.....	13
<i>Haines v Kerner</i> 404 U.S. 519 (1972).....	2,13,15,21
<i>Compton v. State of Alabama</i> , 214 U.S. 175 (1909).....	Passim
<i>Lujan v. Defenders of Wildlife</i> , 504 U.S. 555, 570 n.5 (1992).....	26
<i>Rafael v. Verelst</i> , 2 Wm.Bl. 983, 1055.....	26
<i>American Banana Co. v. United Fruit Co.</i> 213 U.S. 347 (1909).....	26
<i>Arizonans for Official English v. Arizona</i> , 520 U.S. 43, 64, 67 (1997).....	27
<i>Keene Corp. v. United States</i> , 508 U.S. 200, 207 (1993).....	27
<i>Balzac v. Porto Rico</i> , 258 U.S. 298, 312 (1922).....	Passim
<i>Davis v. Passman</i> , 442 U.S. 228 (1979).....	Passim
<i>Mookini v. United States</i> , 303 U.S. 201 (1938).....	Passim

TABLE OF AUTHORITIES

PAGE NO.

U.S. AND CALIFORNIA CONSTITUTION

Article III.....	26
Maxims of Law.....	Passim
5 th Amendment Right to Due Process.....	10,16,21
Declaration of Independence.....	25
Article VI Section I of California Constitution.....	1
Article I Section 8.....	25
Article I Section I.....	25
Article I Section 8 Clause 18.....	25

SUPREME LAW CASES

<i>United States v. Williams</i> , 112 S.Ct. 1735, 504 U.S. 36, 118 L.Ed.2d 352 (1992).....	12,13
<i>Marbury v. Madison</i> , 5 th US (2 Cranch) 137, 180.....	25

party of interest and holder in due course while they colluded with the recalled judge to utterly deny Petitioner's due process at every turn.....	15
--	----

B. This Court should recall the remittitur to end confusion in the lower California courts over the recalled judge's ruling that void order issued by the recalled judge is void and not voidable and is not a cause of action but a fact.....	24
--	----

VII. PRAYER FOR RELIEF.....	27
-----------------------------	----

DECLARATION.....	29
------------------	----

CERTIFICATE OF WORD COUNT.....	30
--------------------------------	----

CERTIFICATE OF INTERESTED ENTITIES OR PERSONS.....	31
--	----

PROOF OF SERVICE.....	32
-----------------------	----

TABLE OF CONTENTS

INTRODUCTION	1
ISSUE PRESENTED	3
I. THE PARTIES.....	4
II. THE PETITION IS TIMELY.....	5
MEMORANDUM OF POINTS AND AUTHORITIES.....	5
A. JURISDICTION OF THE COURT OVER THE PARTIES AND SUBJECT ONCE CHALLENGED CAN NOT BE ASSUMED AND MUST BE PROVEN ON RECORDS.....	5
III. WHY WRIT OF MANDATE SHOULD BE GRANTED.....	7
IV. WHY, IN THE ALTERNATIVE, THIS COURT OF RECORDS MUST GRANT FACILITATION OF PETITIONER'S DEMAND FOR A GRAND JURY PROCEEDINGS AGAINST ALL DEFENDANTS AND THEIR CO PARTIES AGENT(S) PRINCIPLE(S).....	10
V. STATEMENT OF THE CASE.....	13
VI. ARGUMENT.....	15
A. The void order issued by the recalled judge Mr. Persky must be reversed because it was based on the predicate ownership of the alleged debt by an entity that never existed, does not exist, never had any bank account, never paid for anything since it was never funded, and was used a rented name by Nationstar Mortgage LLC. (Aurora Bank) Moreover, attorneys admitted on records that they have no power of attorney from any damaged party,	

S260411

IN THE SUPREME COURT OF CALIFORNIA


Fareed :Sepehry-Fard[©] Plaintiff, Appellant, Petitioner v. COURT OF APPEAL OF THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT Respondent	Jurisdiction: Court of Record, under the rules of Common Law ¹ Supreme Court Case No. Court of Appeal No: H039052 (Sup. Ct. No. 111CV209804) VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION; MEMORANDUM IN SUPPORT THEREOF; DECLARATION [EXHIBITS FILED UNDER SEPARATE COVER] At law venue and jurisdiction <i>[Oral Argument Requested, Fed Rule. 201 (e)]</i>
Aurora Bank FSB GPM Heloc Bank of America U.S. Bank National Association as trustee for GreenPoint Mortgage Funding Frank H. Kim Severson & Werson Strangers to me, my home and to the alleged loan by their own admission, Defendants	

Fareed-Sepehry-Fard, Sui Juris c/o 12309 Saratoga Creek Dr., City of Saratoga, Rancho Quito, California Republic (Zip code Exempt DMM 602 sec 1.3(e)), Phone Number (408) 690-4612, Ahuraenergysolarcells@msn.com

¹ "A Court of Record is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial". Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689.


1 IT IS ORDERED, ADJUDGED, AND DECREED that Defendants Aurora Bank, F.S.B.,
2 Greenpoint Mortgage Funding (erroneously sued as GPM HELOC), U.S. Bank National
3 Association, and Bank of America Corporation (erroneously sued as "Bank of America") shall
4 have a judgment of dismissal entered in their favor and against Plaintiff Sepchry-Fard; Plaintiff
5 Sepehry-Fard's entire action shall be dismissed with prejudice, Plaintiff Sepehry-Fard shall take
6 nothing from his action against Defendants; and Defendants shall recover their costs.

7 DATED: October 16, 2012

8
9  Aaron Persky
10 HON. PATRICIA LUCAS Aaron Persky
11 JUDGE OF THE SUPERIOR COURT
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FILED

OCT 16 2012

Deputy Clerk
County of Santa Clara
By: 

S. Smith
\$30

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA — SAN JOSE COURTHOUSE

FAREED SEPEHRY-FARD,
Plaintiff,

vs.

Aurora Bank FSB
GPM Heloc
Bank of America
U.S. Bank National Association as trustee for
GreenPoint Mortgage Funding,
Defendants.

Case No. 111CV209804
Hon. Patricia Lucas & Aaron Persky
Dept. 2

~~PROPOSED~~ JUDGMENT FOLLOWING
SUSTAINING OF DEMURRER
WITHOUT LEAVE TO AMEND AND
GRANTING MOTION TO STRIKE
SECOND AMENDED COMPLAINT

[Filed concurrently with [Proposed] Order On
Defendants' Demurrer and Motion to Strike
Second Amended Complaint]

Action Filed: September 23, 2011
Trial Date: Not Set

IT APPEARING FROM the files and records in the above-entitled action, that
concurrently with the entry of this judgment, the Court entered an Order Sustaining Defendants
Aurora Bank, F.S.B., Greenpoint Mortgage Funding ^{allegedly} (erroneously sued as "GPM Heloc"), U.S.
Bank, National Association, and Bank of America Corporation's ^{allegedly} (erroneously sued as "Bank of
America") ("collectively "Defendants," or "moving parties") demurrer to Plaintiff Farcod
Sepehry-Fard's ("Sepehry-Fard") Second Amended Complaint in its entirety without leave to
amend, and granting the moving parties' motion to strike the Complaint against Frank H. Kim and
Severson & Werson, and

GOOD CAUSE APPEARING THEREFOR,

11991 0108/2311862 1

~~PROPOSED~~ JUDGMENT FOLLOWING SUSTAINING OF DEMURRER AND GRANTING MOTION TO
STRIKE SECOND AMENDED COMPLAINT

1 (See *Buena Vista Mines, Inc. v. Industrial Indemnity Co.* (2001) 87 Cal.App.4th 482, 487 [the
2 burden is on the plaintiff to demonstrate the manner in which the complaint might be amended]; see
3 also *Davies v. Sallie Mae, Inc.* (2008) 168 Cal.App.4th 1086, 1097 [appellate court determined that
4 trial court did not abuse its discretion in sustaining demurrer without leave to amend after plaintiff
5 had two previous opportunities to amend the complaint].)

6 Defendants have also filed an opposition to "Plaintiff's motion to reconsider." However,
7 there is no such motion currently pending before the Court. Accordingly, the Court declines to
8 address the merits of this opposition.

9 GOOD CAUSE APPEARING THEREFOR,

10 IT IS ORDERED that Defendants' Demurrer to the Second Amended Complaint, in its
11 entirety, is SUSTAINED WITHOUT LEAVE TO AMEND.

12 IT IS FURTHER ORDERED that Defendants' Motion to Strike portions of the Second
13 Amended Complaint is GRANTED.

14
15 DATED: 10-16-2012

Aaron Persky

16
17
18 
HONORABLE PATRICIA LUCAS-Aaron
JUDGE OF THE SUPERIOR COURT Persky

1 Defendants in the SAC without leave of Court.

2 Defendants' demurrer to the SAC is SUSTAINED WITHOUT LEAVE TO AMEND on the
3 ground of failure to allege sufficient facts to state a claim. To the extent that the SAC can be
4 understood to be challenging Defendants' right to foreclose on his property, there is no authority
5 providing that a homeowner may seek a determination as to whether the party initiating foreclosure
6 has the authority to do so. (See *Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th
7 1149, 1154-1155; see also *Robinson v. Countrywide Home Loans, Inc.* (2011) 199 Cal.App.4th 42,
8 46 ["the statutory scheme (§§ 2924-2924k) does not provide for a preemptive suit challenging
9 standing. Consequently, Plaintiffs' claims for damages for wrongful initiation of foreclosure and
10 for declaratory relief based on Plaintiffs' interpretation of section 2924, subdivision (a), do not state
11 a cause of action as a matter of law."].) Although Plaintiff contends that Defendants are required to
12 provide "proof of claim," "nothing in the applicable statutes ...precludes foreclosure when the
13 foreclosing party does not possess the original promissory note." (*Debrunner v. Deutsche Bank*
14 *Nat. Trust Co.* (2012) 204 Cal.App.4th 433, 436 [also stating that "...we are not convinced that the
15 cited sections of the Commercial Code (particularly § 3301) displace the detailed, specific, and
16 comprehensive set of legislative procedures the Legislature has established for nonjudicial
17 foreclosures."].) Additionally, Plaintiff's contention that his signature was forged on the Deed of
18 Trust is explicitly contradicted by Plaintiff's signed and notarized "Affidavit of Revocation of
19 Signature for Good Cause," wherein Plaintiff acknowledges that he signed the Deed of Trust on
20 January 11, 2007. (See Defendants' RJN, Exh. G, ¶ 1.) To the extent that the SAC is based on the
21 purported breach of the Pooling and Servicing Agreement, Plaintiff lacks standing to assert such a
22 breach. (See *Armeni v. America's Wholesale Lender* (C.D.Cal. 2012) 2012 U.S. Dist. LEXIS
23 24004 at *7-*8 ["plaintiff lacks standing to challenge the process by which his mortgage was (or
24 was not) securitized because he is not a party to the PSA"], see also *Deerinck v. Heritage Plaza*
25 *Mortgage, Inc.* (E.D.Cal. 2012) 2012 U.S. Dist. LEXIS 45728 at *15-*16; see also *Junger v. Bank*
26 *of America, N.A.* (C.D.Cal. 2012) 2012 U.S. Dist. LEXIS 23917 at *7-*9.)

27 No leave to amend is granted as the Court is unable to discern how the defects in the SAC
28 could be cured by amendment and it therefore appears that granting leave to amend would be futile.

1 The Motion to Strike and Demurrer to Plaintiff Fareed Sepehry-Fard's Second Amended
2 Complaint, by Defendants Aurora Bank, F.S.B., Greenpoint Mortgage Funding (erroneously sued
3 as GPM Heloc), and U.S. Bank National Association (collectively, "Defendants"), came on
4 regularly for hearing on Tuesday, October 16, 2012, at 9:00 a.m. in Department 2 of the above-
5 captioned Court, the Honorable ~~Patricia Lucas~~ ^{Aaron Persky} Judge presiding. Severson & Werson, APC, by
6 Andrew W. Noble, appeared on behalf of Defendants. Plaintiff Fareed Sepehry-Fard appeared *in*
7 *propria persona*.

8 After considering the moving papers, the opposition, and reply papers, additional
9 submissions by Plaintiff and the oral argument of the parties,

10 The court finds as follows:

11 Defendants Aurora Bank F.S.B., Greenpoint Mortgage Funding (erroneously sued as GPM
12 Heloc), Bank of America Corporation (erroneously sued as Bank of America); and U.S. Bank
13 National Association (collectively, "Defendants") bring a demurrer and motion to strike the Second
14 Amended Complaint ("SAC") filed by Plaintiff Fareed Sepehry-Fard ("Plaintiff").

15 Defendants' request for judicial notice is GRANTED.

16 Plaintiff's first request for judicial notice is DENIED as Exhibit A is not a proper subject for
17 judicial notice. Plaintiff's second and third requests for judicial notice are GRANTED.

18 As a preliminary matter, the Court notes that Plaintiff's opposing memorandum is 44 pages
19 long and therefore exceeds the 15-page limit set forth in California Rules of Court, rule 3.1113(d).
20 Plaintiff is admonished to comply with applicable format requirements in the future.

21 Defendants' motion to strike all references to "Frank H. Kim" and "Severson & Werson,
22 APC" as Defendants in the SAC is GRANTED WITHOUT LEAVE TO AMEND. A party may
23 move to strike "any part of any pleading not drawn or filed in conformity with the laws of this state,
24 a court rule, or an order of the court." (Code Civ. Proc., § 436.) The law is settled that "[l]eave of
25 court is required under section 473 of the Code of Civil Procedure to add new parties defendant."
26 (*Schaefer v. Berinstein* (1956) 140 Cal.App.2d 278, 299.) The failure to obtain such leave is a
27 proper ground for striking the new defendant from the pleading. (*Id.*) Here, Defendants are correct
28 that Plaintiff improperly attempts to name Frank H. Kim and Severson & Werson, APC as

1 ANDREW A. WOOD (State Bar No. 279403)
aaw@severson.com
2 SEVERSON & WERSON, A Professional Corporation
The Atrium
3 19100 Von Karman Avenue, Suite 700
Irvine, California 92612-6578
4 Telephone: (949) 442-7110
Facsimile: (949) 442-7118

5 MARK JOSEPH KENNEY (State Bar No. 87345)
6 SUNNY S. HUO (State Bar No. 181071)
ANDREW W. NOBLE (State Bar No. 245993)
7 SEVERSON & WERSON, A Professional Corporation
One Embarcadero Center, Suite 2600
8 San Francisco, California 94111-3715
Telephone: (415) 398-3344
9 Facsimile: (415) 956-0439

10 Attorneys for Defendants
AURORA BANK F.S.B.; GREENPOINT
11 MORTGAGE FUNDING (erroneously sued as GPM
HELOC); U.S. BANK NATIONAL
12 ASSOCIATION; and BANK OF AMERICA
CORPORATION (erroneously sued as Bank of
13 America)

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF SANTA CLARA — SAN JOSE COURTHOUSE

17 FAREED SEPEHRY-FARD,

18 Plaintiff.

19 vs.

20 Aurora Bank FSB
GPM Heloc
Bank of America
21 U.S. Bank National Association as trustee for
GreenPoint Mortgage Funding,

22 Defendants.
23
24
25
26
27
28

Case No. 111CV209804

Hon. Patricia Lucas

Dept. 2

**PROPOSED ORDER ON
DEFENDANTS' DEMURRER AND
MOTION TO STRIKE THE SECOND
AMENDED COMPLAINT**

*[Filed concurrently with [Proposed] Judgment
Sustaining Defendants' Demurrer To The
Second Amended Complaint Without Leave To
Amend]*

Date: October 16, 2012

Time: 9:00 a.m.

Dept.: 2

Action Filed: September 23, 2011

Trial Date: Not Set

FILED

OCT 16 2012

By S. Smith
S. Smith

11991 0108/2311532

[PROPOSED] ORDER ON DEFENDANTS' DEMURRER AND MOTION TO STRIKE THE SECOND AMENDED COMPLAINT

Grover, J.

WE CONCUR:

Rushing, P.J.

Márquez, J.

Fareed Sepehry-Fard v Aurora Bank, FSB et al.
H039052

us, no notice of default had been recorded against either of plaintiff's deeds of trust for the Saratoga property.

D. DENIAL OF LEAVE TO AMEND

We review a trial court's decision denying a plaintiff leave to amend a complaint for abuse of discretion. (*Debrunner, supra*, 204 Cal.App.4th at p. 439.) We will reverse the decision if there is a reasonable possibility plaintiff could cure the defects in the complaint through amendment. (*Ibid.*) "The plaintiff has the burden of proving that an amendment would cure the defect." (*Schifando v. City of Los Angeles* (2003) 31 Cal.4th 1074, 1081.)

Plaintiff's fraud by forgery cause of action is fatally defective because of his repeated admission that he signed the original promissory notes and deeds of trust. Because of that admission, there is no reasonable possibility plaintiff could amend his complaint to state a cause of action for forgery, let alone fraud more generally. Plaintiff cannot overcome the deficiency simply by removing the admission that he signed these documents. (*Reichert v. General Ins. Co.* (1968) 68 Cal.2d 822, 836 ["'Where a verified complaint contains allegations destructive of a cause of action, the defect cannot be cured in subsequently filed pleadings by simply omitting such allegations without explanation.'"]). Plaintiff's pooling and servicing agreement cause of action is similarly insusceptible to amendment because plaintiff has no standing to enforce that agreement. As for plaintiff's attempt to preemptively attack defendants' authority to foreclose, it is settled that California courts will not allow preemptive attacks on nonjudicial foreclosures based solely on generalized allegations. (See *Debrunner, supra*, 204 Cal.App.4th at pp. 440–442.) Plaintiff has failed to set forth a specific factual basis for his claim despite multiple opportunities to do so. We find no reasonable possibility plaintiff could cure the defects, and therefore no abuse of discretion in denying him further leave to amend.

III. DISPOSITION

The judgment is affirmed.

negotiable instrument, could not be assigned without a valid endorsement and physical delivery because of the requirements of the California Uniform Commercial Code. (*Id.* at p. 440.) We rejected that argument, concluding that the “detailed, specific, and comprehensive set of legislative procedures the Legislature has established for nonjudicial foreclosures” should not be displaced by general provisions of the California Uniform Commercial Code. (*Id.* at p. 441.)

Debrunner quoted the federal district court which noted in *Lane v. Vitek Real Estate Industries Group* (E.D.Cal. 2010) 713 F.Supp.2d 1092 (*Lane*), that since foreclosure proceedings can be initiated by “ ‘a trustee, mortgagee, beneficiary, or any of their agents[,] ... the statute does not require a beneficial interest in both the Note and the Deed of Trust to commence a non-judicial foreclosure sale.’ ” (*Debrunner, supra*, 204 Cal.App.4th at p. 441, quoting *Lane*, at p. 1099.)

Jenkins, supra, 216 Cal.App.4th 497, reached the same result. There, the court affirmed dismissal of a cause of action which asserted “a right to bring a preemptive judicial action to determine whether [the defendants] have the authority to initiate nonjudicial foreclosure on [the plaintiff’s] home” (*Id.* at pp. 512–513.) As in *Gomes* and *Debrunner*, the *Jenkins* court noted the lack of an explicit cause of action in the Civil Code and reasoned that implying a cause of action would be contrary to the intent of the nonjudicial foreclosure statute because it would involve “the impermissible interjection of the courts into a nonjudicial scheme enacted by the California Legislature.” (*Jenkins*, at p. 513.)

Like the complaints in the foregoing authorities, plaintiff’s second amended complaint provides no specific factual basis to call into question the ability of defendants to initiate a nonjudicial foreclosure. Instead, plaintiff makes only generalized arguments, unsupported by any relevant legal authority, that defendants must produce original copies of the promissory notes, deeds of trust, and all assignments thereof before initiating a nonjudicial foreclosure. Because we find no law requiring defendants to do so, plaintiff’s second amended complaint fails to state a cause of action. We also note that plaintiff’s allegations of misconduct by defendants are unripe because, based on the record before

b. Analysis

Judicial actions challenging nonjudicial foreclosures are limited. Because of the “‘exhaustive nature of this scheme, California appellate courts have refused to read any additional requirements into the non-judicial foreclosure statute.’ [Citations.]” (*Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th 1149, 1154 (*Gomes*)). Thus, trustor-debtors may only bring judicial actions alleging “misconduct arising out of a nonjudicial foreclosure sale when [such a claim is] not inconsistent with the policies behind the statutes.” (*California Golf, L.L.C. v. Cooper* (2008) 163 Cal.App.4th 1053, 1070.) Recognizing this limitation, “California courts have refused to delay the nonjudicial foreclosure process by allowing trustor-debtors to pursue preemptive judicial actions to challenge the right, power, and authority of a foreclosing ‘beneficiary’ or beneficiary’s ‘agent’ to initiate and pursue foreclosure.” (*Jenkins, supra*, 216 Cal.App.4th at p. 511, citing *Debrunner v. Deutsche Bank National Trust Co.* (2012) 204 Cal.App.4th 433, 440–442 (*Debrunner*); *Gomes*, at pp. 1154–1157.)

The court in *Gomes* affirmed dismissal of a preemptive judicial action challenging the right to undertake a nonjudicial foreclosure. (*Gomes, supra*, 192 Cal.App.4th at p. 1155.) There, the plaintiff brought a declaratory relief action claiming Civil Code section 2924 allowed for a preemptive action “to test whether the person initiating the foreclosure has the authority to do so.” (*Gomes*, at p. 1155.) The *Gomes* court first noted that “nowhere does the statute provide for a judicial action to determine whether the person initiating the foreclosure process is indeed authorized, and we see no ground for implying such an action.” (*Ibid.*) The court also refused to imply such a cause of action, reasoning that to do so “would fundamentally undermine the nonjudicial nature of the process and introduce the possibility of lawsuits filed solely for the purpose of delaying valid foreclosures.” (*Ibid.*) Distinguishing federal foreclosure cases relied on by the plaintiff, the court noted that the plaintiffs in those cases had alleged “specific factual bas[es]” supporting their preemptive challenges. (*Id.* at p. 1156, italics omitted.)

A different panel of this court reached a similar conclusion in *Debrunner, supra*, 204 Cal.App.4th 433. In that case, the plaintiff argued that the promissory note, as a

also serving as a beneficiary to the agreement. (*Jenkins, supra*, 216 Cal.App.4th at p. 508.)

Unlike a traditional trustee, who has numerous duties, the trustee for a deed of trust has two mutually exclusive duties. If the trustor-debtor repays the entire amount of the loan, the trustee transfers legal title to the trustor-debtor. If the trustor-debtor defaults, the trustee must initiate a foreclosure for the benefit of the beneficiary-creditor. Because of these characteristics, deeds of trust have been described as the “functional equivalent of ‘a lien on the property.’ [Citation.]” (*Jenkins, supra*, 216 Cal.App.4th at p. 508.)

“ ‘Sections 2924 through 2924k [of the Civil Code] set forth a ‘comprehensive framework for the regulation of a nonjudicial foreclosure sale pursuant to a power of sale contained in a deed of trust.’ ” (*Jenkins, supra*, 216 Cal.App.4th at p. 508, quoting *Moeller v. Lien* (1994) 25 Cal.App.4th 822, 830, italics omitted.) If the trustor-debtor fails to make all required payments, the trustee, beneficiary, “or any of their authorized agents” must first record a notice of default and election to sell with the office of the recorder in the county where the property is located. (Civ. Code, § 2924, subd. (a)(1).) After allowing the statutorily mandated three months to elapse, “a notice of sale must be published, posted, recorded and mailed 20 days before the foreclosure sale.” (*Jenkins, supra*, at p. 509, citing Civ. Code, §§ 2924, subd. (a)(3), 2924f.) Finally, if all notice requirements are met, the foreclosed property must be sold to the highest bidder at a public auction in the county where the property is located. (Civ. Code, § 2924g, subd. (a).)

The trustor-debtor can prevent a foreclosure sale by exercising the rights of reinstatement or redemption. To exercise the right to reinstatement, the trustor-debtor must pay all past due amounts on the promissory note at any time until five business days before the foreclosure sale. (Civ. Code, § 2924c, subd. (e).) Alternatively, the trustor-debtor can cure the default and exercise the right of redemption by paying the total outstanding debt at any time before the sale. (Civ. Code, §§ 2903, 2905.)

agreement, she would have no cause of action because “her obligations under the note remained unchanged.” (*Ibid.*)

Like the homeowner in *Jenkins*, plaintiff lacks standing to challenge compliance with the pooling and servicing agreement because he is not a party to that agreement and his obligations remain the same regardless of the holder of the note. Plaintiff can show no injury based on the transfer of his promissory notes to other creditors. “ ‘Because 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 [plaintiff’s] obligations under the note.’ ”

(*Jenkins, supra*, 216 Cal.App.4th at p. 515, quoting *Herrera v. Federal National Mortgage Assn.* (2012) 205 Cal.App.4th 1495, 1507.) In addition to imputed knowledge that a transfer might occur, here plaintiff had *actual* notice of the possibility that his creditor might change because both deeds of trust explicitly state the notes “can be sold one or more times without prior notice to [plaintiff].” Plaintiff cannot state a cause of action related to the pooling and servicing agreement.

4. Preemptive Attack on Authority to Foreclose

The final legal theory arguably raised in plaintiff’s second amended complaint is that defendants do not have authority to foreclose on plaintiff’s Saratoga property. Plaintiff’s legal theory essentially boils down to the argument that defendants cannot carry out a nonjudicial foreclosure without providing plaintiff: (1) proof that the chain of title to the property has not been broken; and (2) evidence of every transfer of any interest in the deeds of trust and promissory notes. Before reaching plaintiff’s contentions, we briefly discuss the nonjudicial foreclosure statutory scheme.

a. Nonjudicial foreclosure

A deed of trust securing a home loan promissory note establishes a three party agreement. The trustor-debtor is the homeowner who has possession of the property and makes periodic payments to the lending institution. The lending institution is referred to as the beneficiary-creditor and provides the loan that is secured by the deed of trust. The third party is referred to as the trustee and acts as agent for the beneficiary-creditor while

corporation, to whom they spoke, what they said or wrote, and when the representation was made.” (*Id.* at p. 793.)

An example of a complaint alleging sufficient facts to support a fraud cause of action in the foreclosure context comes from *West, supra*, 214 Cal.App.4th 780. There, the plaintiff pointed to specific misrepresentations in agreements and letters between her and the defendant, and attached copies of those documents to her complaint. (*West*, at p. 793.) She also described misrepresentations made by representatives of the defendant during phone calls on specific dates. (*Id.* at pp. 793–794.) From those facts, the reviewing court concluded the plaintiff sufficiently stated a claim for fraud. (*Ibid.*)

Unlike in *West*, plaintiff provides no specific facts supporting a cause of action for fraud. Instead, the second amended complaint contains only conclusory allegations that his signatures on the deeds were forged and characterizations of various actions taken by defendants as fraudulent. These conclusory allegations, without more, do not provide facts sufficient to constitute a fraud cause of action, particularly given the heightened pleading requirements applicable to such claims. (*B & P Development, supra*, 185 Cal.App.3d at p. 953.)

3. Pooling and Servicing Agreement

The second amended complaint alleges defendants pooled plaintiff’s promissory notes with those of other homeowners without adhering to the requirements of defendants’ pooling and servicing agreement. An identical argument was rejected for lack of standing in *Jenkins v. JP Morgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497 (*Jenkins*).

In *Jenkins*, the court first noted that any violations of the pooling and servicing agreement would affect only the holders of the promissory note on the one hand and the third-party acquirers of the note on the other. (*Jenkins, supra*, 216 Cal.App.4th at p. 515.) Because the plaintiff-homeowner was not a party to the pooling agreements or any promissory note transfers, the court found she lacked standing to challenge compliance with the agreements. (*Ibid.*) The court also explained that even if the plaintiff-homeowner had standing and could show violations of the pooling and servicing

plaintiff's signature on the deeds of trust. Plaintiff's argument fails as a matter of law because he has admitted multiple times that he signed the deeds in question.

To prove forgery, plaintiff must provide evidence of a “ ‘ “writing which falsely purports to be the writing of another,” ’ ... executed with the intent to defraud.”

(*Schiavon v. Arnaudo Brothers* (2000) 84 Cal.App.4th 374, 382.) The second amended complaint states: “Plaintiff Asserts And Confirms That ... [¶] Plaintiff created the security instrument by signing on the ‘questionable copy of the security’ that Plaintiff rebuts is his signature based on the copy of the note that has been included as evidence into this case by the alleged attorneys.” This specific allegation that he signed the security instrument controls over the more general forgery claims in his complaint. (*B & P Development, supra*, 185 Cal.App.3d at p. 953.) Additionally, in plaintiff's Affidavit of Revocation (filed below in support of his opposition to the demurrer to his first amended complaint), he specifically admits signing documents including a deed of trust in January 2007. The signing date for both promissory notes and deeds of trust relevant to this appeal is listed as January 10, 2007 on the recorded deeds. Based on these admissions, as well as plaintiff's failure to provide facts supporting any allegation of an intent to defraud, the second amended complaint fails to state facts sufficient to constitute a cause of action for forgery.

To the extent plaintiff makes a more general fraud argument, the second amended complaint still fails to state a cause of action. To prove fraud, plaintiff must show: (1) the defendant made a false representation as to a past or existing material fact; (2) the defendant knew the representation was false at the time it was made; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably relied on the representation; and (5) the plaintiff suffered resulting damages. (*West v. JPMorgan Chase Bank, N.A.* (2013) 214 Cal.App.4th 780, 792 (*West*).) Fraud causes of action are also held to a higher pleading standard. “[P]laintiff must allege facts showing how, when, where, to whom, and by what means the [fraudulent] representations were made, and, in the case of a corporate defendant, the plaintiff must allege the names of the persons who made the representations, their authority to speak on behalf of the

determination by resort to county recorder records, we find no error in granting judicial notice regarding the existence and recordation of the deeds of trust. (Evid. Code, § 452, subds. (c), (h).) We also find the deed provisions that specify parties to the agreement are a proper subject of judicial notice. (*Fontenot, supra*, 198 Cal.App.4th at pp. 266–267.) To the extent plaintiff argues the deeds were not judicially noticeable for these purposes, we reject that contention.

C. DEMURRER

1. Standard of Review

Defendants demurred to the second amended complaint on the ground that “[t]he pleading does not state facts sufficient to constitute a cause of action.” (Code Civ. Proc., § 430.10, subd. (e).) We review de novo a judgment of dismissal based on a sustained demurrer. (*Doan v. State Farm General Ins. Co.* (2011) 195 Cal.App.4th 1082, 1091.) We will reverse the judgment of dismissal if the allegations of the complaint state a cause of action “under any legal theory.” (*Ibid.*) We assume the truth of all facts alleged in the complaint unless those facts are contradicted by judicially noticeable materials. (*Stoney Creek Orchards v. State of California* (1970) 12 Cal.App.3d 903, 906; *SC Manufactured Homes, Inc. v. Liebert* (2008) 162 Cal.App.4th 68, 82.) Facts not alleged in the complaint are presumed not to exist. (*Melikian, supra*, 133 Cal.App.2d at p. 115.) Moreover, we cannot consider conclusory factual or legal allegations contained in the complaint. (*B & P Development Corp. v. City of Saratoga* (1986) 185 Cal.App.3d 949, 953 (*B & P Development*).) Finally, litigants may allege inconsistent theories but not inconsistent facts (*Gentry v. eBay, Inc.* (2002) 99 Cal.App.4th 816, 827–828) and “[s]pecific factual allegations modify and limit inconsistent general statements.” (*B & P Development*, at p. 953.)

2. Fraud by Forgery

The second amended complaint questions “the authenticity of the signatures on the forged copy” of one or both deed of trust. Because plaintiff’s signature is the only signature on the deeds of trust, we interpret this as a claim that defendants forged

“must follow correct rules of procedure”]; *First American Title Co. v. Mirzaian* (2003) 108 Cal.App.4th 956, 958, fn. 1 [“A party proceeding in propria persona ‘is to be treated like any other party and is entitled to the same, but no greater consideration than other litigants and attorneys.’ ”].)

B. JUDICIAL NOTICE OF DEEDS OF TRUST

Plaintiff argues the trial court erred in taking judicial notice of the two deeds of trust for plaintiff’s Saratoga property. We review the trial court’s ruling on the request for judicial notice for abuse of discretion. (*Fontenot v. Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 264 (*Fontenot*).)

Among other things, courts may take judicial notice of “ ‘[o]fficial acts ... of any state of the United States’ ” and “ ‘[f]acts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy.’ ” (*Fontenot, supra*, 198 Cal.App.4th at p. 264, quoting Evid. Code, § 452, subds. (c), (h).) A court may take judicial notice of recorded real property records, “including deeds of trust, when the authenticity of the documents is not challenged.” (*Fontenot*, at p. 264.) “The official act of recordation and the common use of a notary public in the execution of such documents assure their reliability, and the maintenance of the documents in the recorder’s office makes their existence and text capable of ready confirmation, thereby placing such documents beyond reasonable dispute.” (*Id.* at pp. 264–265.)

In addition to taking judicial notice of the existence of these records, courts may take judicial notice of “a variety of matters that can be deduced from the documents.” (*Fontenot, supra*, 198 Cal.App.4th at p. 265.) In *Fontenot*, that court concluded terms of a recorded deed of trust specifying beneficiaries were judicially noticeable because the identities of the parties to the deed were facts arising from the legal effect of the recorded documents “rather than any statements of fact within them.” (*Id.* at p. 266–267.)

Both the trial court’s order granting judicial notice of the deeds of trust and plaintiff’s attacks on that order are vague regarding the purpose for which judicial notice was granted. As official acts not reasonably subject to dispute and capable of accurate

subject matter jurisdiction, “[t]he California Constitution confers broad subject matter jurisdiction on the superior court. (Cal. Const., art. VI, § 10.)” (*Serrano v. Stefan Merli Plastering Co., Inc.* (2008) 162 Cal.App.4th 1014, 1029.) While there are some limitations on the subject matter jurisdiction of the superior court (e.g., matters of exclusive federal jurisdiction), those limitations do not apply to any causes of action in the second amended complaint.

A. WAIVER

Defendants contend plaintiff waived all arguments on appeal because his briefing provides citations and quotations from legal authorities without explaining their relevance or applying them to the allegations contained in the second amended complaint. While plaintiff’s pleadings and briefing are hard to understand, we will address the legal theories touched upon by the second amended complaint because a demurrer must be overruled if “the pleaded facts state a cause of action on any available legal theory.” (*Saunders v. Cariss* (1990) 224 Cal.App.3d 905, 908.) Reviewing the second amended complaint, we find the following legal theories raised: (1) fraud arising out of an alleged forgery of plaintiff’s signature; (2) violations of defendants’ pooling and servicing agreement; and (3) a preemptive attack on defendants’ authority to foreclose.

Because they were neither raised by the second amended complaint nor supported by reasoned argument and citation to relevant legal authorities in plaintiff’s appeal, we deem waived and will not address plaintiff’s arguments regarding declaratory relief, action for accounting, unfair business practices, quiet title, Penal Code violations, challenges to the order granting defendants’ motion to strike improperly-joined defendants, and rescission based on 15 U.S.C. § 1635 and *Jesinoski v. Countrywide Home Loans, Inc.* (January 13, 2015) 574 U.S. ___, 135 S.Ct. 790. (*Tichinin v. City of Morgan Hill* (2009) 177 Cal.App.4th 1049, 1084, fn. 16 [waiving argument for failure to provide reasoned argument and citation to relevant legal authority]; *Melikian v. Truck Ins. Exchange* (1955) 133 Cal.App.2d 113, 115 (*Melikian*) [allegations not included in complaint presumed not to exist]; see also *Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1247 [litigants appearing in propria persona treated the same as all litigants and

plaintiff's name above plaintiff's name in typeface. Both deeds were recorded by the Santa Clara County Recorder in January 2007.

In 2009, plaintiff entered into an interest rate loan modification with GMAC Mortgage, LLC; for the \$1.3 million promissory note. Again, there is a signature in plaintiff's name above plaintiff's name in typeface. This modification was recorded in May 2011.

Plaintiff filed his first complaint in September 2011. Defendants demurred, arguing the complaint did not contain sufficient facts to state a claim for relief. The trial court sustained the demurrer with leave to amend. Defendants demurred to plaintiff's first amended complaint on the same ground. As an exhibit to his opposition to the demurrer to his first amended complaint, plaintiff filed an "Affidavit of Revocation of Signature for Good Cause" (Affidavit of Revocation) that was signed by plaintiff and notarized. In it plaintiff states he "affixed His signature to documents, specifically a mortgage / deed of trust, on or about January 11, 2007" (Underscoring omitted.) The Affidavit of Revocation also attempts to "revoke[] all signatures for good cause, and 'Without Recourse to Me'" The trial court sustained the demurrer to the first amended complaint with leave to amend.

Plaintiff filed his second amended complaint in July 2012. Defendants demurred for a third time and also moved to strike references to Frank H. Kim and Severson & Werson, APC as defendants, arguing they were not properly joined. The trial court sustained defendants' demurrer to plaintiff's second amended complaint without leave to amend and granted defendants' motion to strike. After unsuccessfully moving to vacate the judgment, plaintiff appealed to this court.

II. DISCUSSION

We begin by addressing plaintiff's argument that the trial court lacked personal and subject matter jurisdiction. By voluntarily filing a complaint and appearing at hearings in the trial court, plaintiff consented to the trial court's personal jurisdiction. (See Rest.2d Conf. of Laws, § 32 ["A state has power to exercise judicial jurisdiction over an individual who has consented to the exercise of such jurisdiction."].) As for

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California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(b). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115.

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

FAREED SEPEHRY-FARD,

Plaintiff and Appellant,

v.

AURORA BANK, FSB et al.,

Defendants and Respondents.

H039052

(Santa Clara County

Super. Ct. No. 111-CV-209804)

The trial court sustained the demurrer of defendants Aurora Bank, FSB, et al. (collectively, defendants) to plaintiff Fareed Sepehry-Fard's second amended complaint without leave to amend. On appeal, plaintiff argues: (1) the trial court erred by granting defendants' request for judicial notice of certain deeds of trust; (2) defendants' demurrer was sustained in error; and (3) plaintiff should have been given the opportunity to further amend his complaint. For the reasons stated here, we will affirm the judgment.

I. TRIAL COURT PROCEEDINGS

Though plaintiff's second amended complaint is difficult to understand, we have discerned the following facts. Plaintiff refinanced his Saratoga home in 2007 with two adjustable interest rate promissory notes, one for \$1.3 million and a second for \$300,000. Each note was secured by a separate deed of trust. On both deeds, the lender is listed as GreenPoint Mortgage Funding, Inc., the trustee is listed as Marin Conveyancing Corp., and the beneficiary is listed as Mortgage Electronic Registration Systems, Inc. Both deeds state that the notes they secure "can be sold one or more times without prior notice to [plaintiff]." On the signature line for each deed of trust, there is a signature in

Document received by the CA 6th District Court of Appeal.

Type of Business: FAREED SEPEHRY-FARM		Report number 2722-6720-78		July 21, 2017	Print report	Logout
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.		b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:		a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357		
2. To the extent not included in item 1, about each of the following:		a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks		Credit inquiries Important messages Dispute Card (0) Activate Your Free Account		
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act		c. Nonmember insured banks, insured State Branches of Foreign Banks, and insured state savings associations		a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480		
d. Federal Credit Unions				c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314		
3. Air Carriers				Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20580		
4. Creditors Subject to Surface Transportation Board				Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, SW Washington, DC 20423		
5. Creditors Subject to Packers and Stockyards Act				Nearest Packers and Stockyards Administration area supervisor		
6. Small Business Investment Companies				Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416		
7. Brokers and Dealers				Securities and Exchange Commission 100 F St NE Washington, DC 20549		
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations				Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090		
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above				FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA		
Notification of Rights Notification of Rights for Alabama Consumers Notification of Rights for Alaska Consumers Notification of Rights for Arkansas Consumers Notification of Rights for California Consumers California Notice of Your Rights to Request and Obtain Your Credit Score Notification of Rights for Colorado Consumers Notification of Rights for Connecticut Consumers Notification of Rights for Delaware Consumers Notification of Rights for District of Columbia Consumers Notification of Rights for Florida Consumers Notification of Rights for Georgia Consumers Notification of Rights for Indiana Consumers Notification of Rights for Maryland Consumers Notification of Rights for Massachusetts Consumers Notification of Rights for Missouri Consumers Notification of Rights for Montana Consumers Notification of Rights for Nevada Consumers Notification of Rights for New Hampshire Consumers Notification of Rights for New Jersey Consumers Notification of Rights for New Mexico Consumers Notification of Rights for New York Consumers Notification of Rights for North Carolina Consumers Notification of Rights for North Dakota Consumers Notification of Rights for Ohio Consumers Notification of Rights for Oklahoma Consumers Notification of Rights for Puerto Rico Consumers Notification of Rights for Rhode Island Consumers Notification of Rights for Tennessee Consumers Notification of Rights for Texas Consumers Notification of Rights for Vermont Consumers Notification of Rights for Virginia Consumers Notification of Rights for Washington Consumers Notification of Rights for West Virginia Consumers Notification of Rights for Wisconsin Consumers						

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RISE						
FAREED SEPEHRY-FAREED 12/18/2015 Account number 2722-6720-78 July 21, 2017 Print report Logout						
Personal information	Account name	Potentially negative items	Accounts in good standing	Date of request(s)	Important messages	Dispute Card (0)
	RISE			10/30/2015		
Personal statements	Account name			Date of request(s)		
	CREDCO/CAPITAL ONE NA			09/29/2015 07/07/2015		
	Account name			Date of request(s)		
	CREDCO/CAPITAL ONE NA			07/07/2015		
	Account name			Date of request(s)		
	EXPERIAN			11/10/2014		

[back to top](#)

Important messages

Experian collects and organizes information about you and your credit history from public records, your creditors and other reliable sources. By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others they display only as "MEDICAL PAYMENT DATA." Consumer statements included on your report at your request that contain medical information are disclosed to others.

[back to top](#)

Know your rights

Para informacion en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

A Summary of Your Rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment or to take another adverse action against you must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

All consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1 888 5OPTOUT (1 888 567 8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identify theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For more information about your federal rights, contact:

CONSUMERINFO.COM INC		FAREED SEPEHRY-FAR 06/25/2017 Report number 2722-6720-78 July 21, 2017 Print report Logout					
Personal information	Account name JPM CHASE	Potentially negative items	Accounts in good standing	Date of request(s) 06/07/2017	Important messages	Dispute Cart (0)	Options Activate Your Free Account + Options
+	Account name JPM CHASE			Date of request(s) 06/07/2017			+ Options
+	Account name STAR ONE CREDIT UNION			Date of request(s) 05/20/2017			+ Options
+	Account name CREDCO/NATIONSTAR MORTGA			Date of request(s) 04/20/2017			+ Options
+	Account name S F POLICE CREDIT UNION			Date of request(s) 04/19/2017			+ Options
+	Account name EXPERIAN			Date of request(s) 04/06/2017 03/31/2017 04/29/2013			+ Options
+	Account name AUTONATION INC			Date of request(s) 03/30/2017			+ Options
+	Account name ECS/CREDIT BASICS			Date of request(s) 03/26/2017			+ Options
+	Account name AMERICAN EXPRESS 2			Date of request(s) 11/18/2016			+ Options
+	Account name STAR ONE CREDIT UNION			Date of request(s) 10/31/2016			+ Options
+	Account name CREDCO/CHEVY CHASE BANK,			Date of request(s) 09/02/2016			+ Options
+	Account name MIDWEST EQUITY MORTGAGE			Date of request(s) 06/16/2016			+ Options
+	Account name CIC/EXPERIAN IDENTITY CK			Date of request(s) 06/11/2016			+ Options
+	Account name CONSUMERINFO.COM INC			Date of request(s) 06/11/2016			+ Options
+	Account name CREDIT ONE BANK			Date of request(s) 03/30/2016 02/01/2016 09/23/2015 08/13/2015	07/06/2015		+ Options
+	Account name CONSUMER PORTFOLIO SVCS			Date of request(s) 03/25/2016			+ Options
+	Account name CHASE CARD			Date of request(s) 03/01/2016			+ Options
+	Account name SERVICE & PROF			Date of request(s) 03/01/2016			+ Options
+	Account name CONSUMER CREDIT COUNSEL			Date of request(s) 02/29/2016			+ Options
+	Account name CAPITAL ONE			Date of request(s) 01/17/2016			+ Options
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Account name	Account number	Recent balance	Date opened	Status	+ Dispute
BANK OF AMERICA	488893029693....	\$0 /paid as of 02/21/2009	07/2000	Closed/Never late.	
BANK OF AMERICA	549099458200....	\$0 /paid as of 02/21/2009	05/1999	Closed/Never late.	
BK OF AMER	11426....	Not reported	09/2005	Paid, Closed/Never late.	
THD/CBNA	603532016133....	Not reported	06/2004	Paid, Closed/Never late.	
CHASE CARD	412138310282....	\$1,363 as of 04/07/2017	02/1998	Closed/Never late.	
CHASE CARD	414720226379....	\$460 as of 06/26/2017	08/2014	Open/Never late.	
CHASE CARD	426684136361....	\$0 /paid as of 07/09/2017	06/1999	Open/Never late.	
CHASE CARD	426688008622....	Not reported	01/2001	Paid, Closed/Never late.	
CITI CARDS/CITIBANK	546616023471....	\$92 as of 07/06/2017	10/2010	Open/Never late.	
GMAC MORTGAGE	35948....	Not reported	01/2007	Transferred, closed/N ever late.	
GREENPOINT MORTGAGE/CAPITAL ONE	480009132....	Not reported	01/2007	Transferred, closed/N ever late.	
MERCEDES-BENZ FINANCIAL SERVICES	700218....	Not reported	03/2007	Paid, Closed/Never late.	

[back to top](#)

Credit inquiries

We make your credit history available to your current and prospective creditors and employers as allowed by law. Personal data about you may be made available to companies whose products and services may interest you. As required by the Fair Credit Reporting Act, we display these requests for your credit history as a record of fact.

Inquiries shared with others ?

Account name	Date of request	+ Options
AUTOBAHN INC	09/23/2015	

Inquiries shared only with you ?

Account name	Date of request(s)	+ Options
CIC EXPERIAN CONSUMER SE	07/21/2017 03/26/2017	
CIC EXPERIAN CREDITWORKS	07/21/2017	
CIC/EXPERIAN CONSUMER SE	07/21/2017	
ECS	07/21/2017	
ECS/RIGHT OFFER MARKETPL	07/21/2017 03/26/2017	
Account name	Date of request(s)	

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12309 SARA SARATOGA CA 95070 0810515693 Single family 0-00-0-7400
FAREED SEPEHRY-FARD | Report number 2722-6720-78 | July 21, 2017 | Print report | Logout

12309 SARATOGA AVE SARATOGA CA 95070 0294394738 Single family 0-00-0-7400

Personal information	Social Security number variations	Other personal information associated with your credit	Dispute Card (0)	Activate Your Free Account
XX-XX-5296	negative items	Accounts in good standing	Credit inquiries	Important messages
Year of birth				
1960				
Spouse or co-applicant				
FIROZEH				
Telephone number(s)				
408 690 4612 Cellular				
408 873 8734 Residential				
Current or former employer(s)				
AHURA ENERGY				
GITICOM				
12309 SARATOGA CREEK SARATOGA CA 95070				
GALLEON				
MILPITAS CA				
BANK OF AMERICA				
Notices				
This address has pertained to a business: 12309 SARATOGA CREEK DR SARATOGA CA 95070 .				
TRADE CONTRACTOR-SPECIAL TRADE: 12309 SARATOGA CREEK DR, SARATOGA, CA, 95070 .				

[back to top](#)

Your personal statements

General personal statements currently displaying on your personal credit report at your request appear below.

ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. I CAN BE REACHED AT 408-690-4612. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 07-21-17.

[+ Options](#)[Add personal statement](#)[back to top](#)

Potentially negative items


Item name	Identification number	Claim amount	Date filed	Status	
US BKPT CT CA SAN JOSE	1550791ASW	\$0	03/2015	Chapter 13 bankruptcy dismissed.	+ Dispute
US BKPT CT CA SAN JOSE	1650582MEH	\$0	02/2016	Chapter 13 bankruptcy dismissed.	+ Dispute
US BKPT CT CA SAN JOSE	1750499SLJ	\$0	03/2017	Chapter 13 bankruptcy petition.	+ Dispute
Account name	Account number	Recent balance	Date opened	Status	
BK OF AMER	11426....	Not reported	09/2005	Transferred,closed.	+ Dispute
SELECT PORTFOLIO SERVICING	277001298....	Not reported	09/2005	Paid, Closed.	+ Dispute

[back to top](#)

Accounts in good standing

Account name	Account number	Recent balance	Date opened	Status	
AMERICAN EXPRESS	3499923984578693	\$2,036 as of 07/19/2017	10/2016	Open/Never late.	+ Dispute
Account name	Account number	Recent balance	Date opened	Status	
BANK OF AMERICA	480011316644....		03/2002	Closed/Never late.	+ Dispute

FAREED SEPEHRY-FARD | Report number 2722-6720-78 | July 21, 2017 | Print report | Logout

Personal information	Personal statements	Potentially negative items	Accounts in good standing	Credit inquiries	Important messages	Dispute Cart (0)	 Activate Your Free Account
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Your credit report

Below is all the information currently in your credit report. The payment history guide and common questions will help explain your credit information. Print this page or write down your report number for future access. To return to your report in the future, log on to experian.com/help and select "Credit Access" or "Disputes" and then follow the steps.

To dispute information, first select the item from the list below, click the Dispute button and then the dispute reason that most closely explains the reason you feel the item is inaccurate, or select "Other" and type in your own explanation. You can also enter any additional information to further explain your dispute by using the free form text box and/or send us any documents you may have that support your claim at experian.com/upload. Your requests, including both disputes and any statements you may elect to add to your credit report to explain information, will be stored in a virtual cart as you continue your session. When finished selecting your disputes or other requests, you will need to access the dispute cart, where you will be given a chance to review all of your requests before they are submitted. Depending on the nature of your requests, you may be prompted for alternative actions, such as selecting a different dispute reason for a particular dispute. You may cancel or edit your requests at any time up until the time they are submitted. Once your requests are successfully submitted, you will receive a green confirmation message for each item.

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 Fraud center
 Freeze center
 Know your rights
 Common questions

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Address

Experian
 P.O. Box 9701 Allen, TX 75013

Document upload

Submit documents supporting your claim electronically at experian.com/upload.

Any pending disputes will be highlighted below.

[+ Expand all](#) [- Collapse all](#)
Personal Information

Name(s) associated with your credit

Name

Name identification number

FAREED SEPEHRY

28745

[+ Dispute](#)

FAREED S FARD

18999

[+ Dispute](#)

FAREED SEPEHRY FARD

11661

[+ Dispute](#)

F SEPEHRY

2042

[+ Dispute](#)

FAREED SEPEHRYFARD

17935

[+ Dispute](#)

FAREED SEPEHRY

20370

[+ Dispute](#)

FAREED S SEPEHRY

16268

[+ Dispute](#)

FARD FAREED SEPEHRY

5381

[+ Dispute](#)

FAREED SEPEHRIFARD

715

[+ Dispute](#)

F SEPEHRYFARO

25845

[+ Dispute](#)

SAREED SEPEHRY

4128

[+ Dispute](#)

FARO F SEPEHRY

31063

[+ Dispute](#)

FAREED SEPEHRYFARO

10588

[+ Dispute](#)

FAREED FARD

28310

[+ Dispute](#)

FAREED SEP

13231

[+ Dispute](#)

FAREED SEPEHRY FARD

20454

[+ Dispute](#)

Address(es) associated with your credit

Address

Address identification number

Residence type

Geographical code

12309 SARATOGA CREEK DR SARATOGA CA 95070-3532

0192699955

Single family

0-50740220-85-7400

[+ Dispute](#)

2616 SOMERSET DR BELMONT CA 94002-2967

0189008110

Single family

0-60890010-81-7360

[+ Dispute](#)

18314 BAYLOR AVE SARATOGA CA 95070-4704

0192703697

Single family

0-50740210-85-7400

[+ Dispute](#)

12309 SARATOGA CREEK DR APTD SARATOGA CA 95070-3532

0403684571

Single family

0-50740220-85-7360

[+ Dispute](#)

**2616 SOMERSET
 DR BELMONT CA
 94002-2967
 IS INCORRECT
 AND SO IS
 12309
 SARATOGA
 CREEK DR APT D
 SARATOGA CA
 95070-3532**

30

Credit Inquiries	Nationstar Mortgage LLC, American Express, Chase Bank, Consu
-------------------------	--

Suspect Information

Name	Steven W. Pite
Contact Information	Address: 4375 JUTLAND DRIVE, SUITE 200, SAN DIEGO, CA 92177-0935 USA Phone Number: 858-750-7600 Email Address: spite@aldridgepite.com
Relationship	Other
Additional Details	Criminal racket: Nationstar Mortgage LLC president Jay Bray, attorneys Bernard J. Kornberg and Joseph W Guzzetta who launder drug cartel monies, their own auctioneer, XOME INC. conducts identity theft to cover up laundering monies for cartel.

Under penalty of perjury, I swear to the best of my knowledge this information is true and correct.

I understand that knowingly making any false statements to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

Fareed Sepehry-Fard

Date

Use this form to prove to businesses and credit bureaus that you have submitted an identity theft report to law enforcement. Some businesses might request that you also file a report with your local police.

Fraudulent Real Estate Loan	
Company or Organization:	Capital One, N.A.
Account Number:	0608996765
Date that I discovered it:	
Total fraudulent amount:	\$ 400000

Fraudulent Real Estate Loan	
Company or Organization:	CLEAR RECON CORP
Account Number:	TS 008259-CA
Date that I discovered it:	
Total fraudulent amount:	\$ 1800000

Fraudulent Real Estate Loan	
Company or Organization:	XOME INC.
Account Number:	12309 SARATOGA CREEK
Date that I discovered it:	
Total fraudulent amount:	\$ 1800000

Fraudulent Information on Credit Reports

Accounts or Charges	
Yes, fraudulent accounts or charges appear on my credit report	
Personal Information	
Social Security number Names: There were in excess of 16 variation of name Addresses: 2616 SOMERSET DR BELMONT CA 94002 also no APT Employment Information: Bank of America	



FEDERAL TRADE COMMISSION

Identity Theft Report

FTC Report Number:
83286584

I am a victim of Identity theft. This is my official statement about the crime.

Contact Information

Fareed Sepahry-Fard
c/o 12309 Saratoga Creek Dr.
Saratoga, 95070

408-690-4612
ahuraenergysolarcells@msn.com

Personal Statement

Case affects millions, CLEAR RECON CORP, NATIONSTAR MORTGAGE LLC and XOME INC aided and abetted by attorneys at Severson and Werson [Bernard J. Kornberg and Joseph W. Guzzetta] forged my signature on a promissory note and claim falsely that i: have borrowed \$1.6M from Greenpoint Mortgage LLC. using my SSN. i: spent thousands of dollars and hired a private detective and expert witness who prepared an affidavit that Greenpoint Mortgage Funding, Inc. did not exist in California in 2007 when it claimed to have loaned me monies since it surrendered to California Secretary of state in 2004. All payments on a non existing loan has been received and there is no default. CLEAR RECON CORP changed the date of auctioning my home of 20 years + and sold my home to the so called beneficiary [us bank as trustee, closed in 2007] in a private sale when no one was present, i: have proof that i: never borrowed any monies from these people. They have stolen my identity by forging my signature and using my SSN.

Accounts Affected by the Crime

Fraudulent Real Estate Loan	
Company or Organization:	Nationstar Mortgage LLC
Account Number:	0598597508
Date that I discovered it:	Total fraudulent amount:
1 / 2017	\$ 1800000

FEDERAL TRADE COMMISSION

Mail 4585
Drop

WASHINGTON, D.C. 20580

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CAP DISTRICT

MD 207

12 SEP 17

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UNITED STATES OF AMERICA
FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

Fareed Fard
12309 Saratoga Creek Dr.,
Saratoga, CA 95070

SEP 11 2017

Re: FOIA-2017-01307
Nationstar Mortgage; Greenpoint
Mortgage Funding; Capital One;
U.S. Bank National Ass's; Clear
Recon; XOME consumer complaints

Dear Mr. Fard:

This letter confirms your September 7, 2017, telephone conversation with Chip Taylor concerning your Freedom of Information Act (FOIA) request for records pertaining to consumer complaints from the past five years concerning the following companies:

1. Nationstar Mortgage, LLC;
2. Greenpoint Mortgage Funding, Inc.;
3. Capital One, N.A.;
4. U.S. Bank National Association, as Trustee for Greenpoint Mortgage Trust Mortgage;
5. Clear Recon Corp.; and
6. XOME, Inc.

In that conversation, concerning item 1 of your request you amended your request to seek the complaints filed in 2017. This is due to the Nationstar Mortgage having an overly burdensome 17,998 complaints.

If you should have any questions regarding your request, please contact Chip Taylor at 202-326-3258.

Sincerely,

Dione J. Stearns
Assistant General Counsel

Office of the Sheriff

County of Santa Clara

EMERGENCY DIAL 911

HEADQUARTERS STATION

55 West Younger Avenue

San Jose, California 95110

Public Info (408) 808-4400

Records/Reports (408) 808-4700

Investigations (408) 808-4500

WEST VALLEY SUBSTATION

1601 South De Anza Blvd.

Cupertino, California 95014

Public Info (408) 868-6600

Accident Reports (408) 868-6600

Investigations (408) 868-6600

SOUTH COUNTY SUBSTATION

80 Highland Avenue

San Martin, California 95046

Public Info (408) 686-3650

Records/Reports (408) 808-4700

Investigations (408) 686-3660

EVENT NUMBER 17-201-02885

DATE 7/20/17

TYPE OF INCIDENT SUSPICIOUS CIRCUMSTANCES

WAS A REPORT TAKEN? ☐ YES ☐ NO DEPUTY FISHER #2106

RETAIN THIS REPORT RECEIPT! You will need the above listed case number whenever you contact the Office of the Sheriff regarding this incident. If you or your insurance company require a copy of the report associated with this incident you will generally be required to wait a minimum of ten working days. Some traffic reports require additional time. A fee will be charged for all copies of reports.

☒ 4819 REV 10/13

NON EMERGENCY (408) 299-2311

745.31

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Sent: Tuesday, January 7, 2020 11:07 AM

To: ahuraenergysolarcells@msn.com <ahuraenergysolarcells@msn.com>

Subject: TrueFiling: Service Notification - CA 6th District Court of Appeal - Case No. H039052

The following document(s) listed below are being electronically served to you for case **H039052** by **Fareed :Sepehry-Fard** from the **CA 6th District Court of Appeal**.

- Document Title: errata re motion to recall remittur
Link: [Click to download document](#)
Or Copy and Paste: <https://tf3.truefiling.com/openfiling/8327b8d6-2899-47c8-f9ae-08d79364a470/recipient/30f407f7-4199-41d0-ce06-08d79364a504/download>

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- Mark Kenney - e-Serve mjk@severson.com

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From: info@truefiling.com <info@truefiling.com>
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To: ahuraenergysolarcells@msn.com <ahuraenergysolarcells@msn.com>
Subject: CA 6th District Court of Appeal - Filing Rejected - Case No. H039052

The filing filed into Case No. H039052, Sepehry-Fard v. Aurora Bank, FSB, et al. in the CA 6th District Court of Appeal has been **REJECTED by LBROOKS: This court has lost jurisdiction and unable to rule on your motion.**

- Filing Rejected: 1/7/2020 11:06 AM
- Filing Name: errata re motion to recall remittur
- Filing Type: MISCELLANEOUS - ADDITIONAL DOCUMENTS
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Subject: CA 6th District Court of Appeal - Filing Rejected - Case No. H039052

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- Filing Rejected: 1/7/2020 9:54 AM
- Filing Name: MAIN - motion to recall remittur
- Filing Type: MOTION - MOTION TO REINSTATE
- Filed By: Fareed :Sepehry-Fard (Pro Per)

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- Filing Rejected: 1/7/2020 9:54 AM
- Filing Name: EXHIBIT 2 - motion to recall remittur-2
- Filing Type: EXHIBIT - EXHIBITS
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- Filing Rejected: 1/7/2020 9:54 AM
- Filing Name: EXHIBIT-1 - motion to recall remittur
- Filing Type: EXHIBIT - EXHIBITS
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President Trump
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

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Article Number 7019 1640 0000 4046 3595 to:
Office of the Chairman of the Joint Chiefs of Staff
General Mark Milley
9999 Joint Staff Pentagon
Washington, D.C. 20318-9999

5. JOSEPH W. GUZZETTA OR JAN CHILTON OR ANY OTHER
BRITISH OR BAR AGENT
Severson and Werson, APC.
One Embarcadero Center
Suite 2600
San Francisco, CA 94111, USA
Through true filing

3. All others through true filing

1 **PROOF OF SERVICE**

2 i:, a man, Fareed-Sepehry-Fard[©], do hereby solemnly declare that on March 11th,
3 2020, i: did cause to be delivered by USPS mail or fax or through electronic filing,
4 where identified, a true and correct copy of the foregoing instruments ("**NOTICE OF
5 APPEAL RE: DENIAL OF VERIFIED PETITION FOR WRIT OF
6 MANDATE OR PROHIBITION TO THE Supreme Court of the United States;
7 DECLARATION**") including true and correct copies of all/any documents
8 referenced therein as "attached hereto", to the parties and locations listed below
9 except the one indentified by the Secured party Creditor:

10 By: 

11 Fareed-Sepehry-Fard[©]

12 C/o 12309 Saratoga Creek Dr.,
13 Rancho Quito, City of Saratoga,
14 California Republic
15 Tel: (408) 6904612

16 TO:

- 17 1. OFFICE OF THE CLERK
18 Supreme Court of California
19 350 McAllister Street
20 Room 1295
San Francisco, CA 94102-4797
Through true filing
and a hard copy by mail
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To: Attorney General Barr
Human Trafficking Department
Complaint Number TRN 1906-0489 DOJ TA
1197671 NCMEC TA 11749 ST FARM 49 F33 4564
AM FAM 01000914639 POLARIS 59004 NHTH
545121
U.S. Department of Justice ("DOJ")
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001