

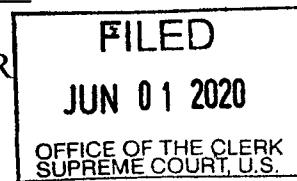
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20-5455

IN THE  
SUPREME COURT OF THE UNITED STATES

Fareed-Sepehry-Fard-----PETITIONER

v.



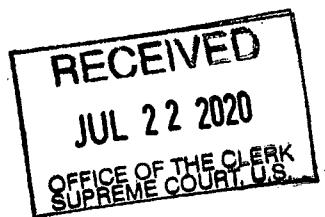
Aurora Bank FSB, GPM Heloc, Bank of America, U.S. Bank National  
Association as trustee for GreenPoint Mortgage  
Funding, Frank H. Kim, Severson & Werson----RESPONDENTS (s)

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After an Unpublished Decision by the Court of Appeal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 &amp; 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 <sup>nd</sup> Dist., Div. Six June 9, 2014).....	<i>Passim</i>
<i>Sepehry-Fard v. Aurora Bank</i> CA6 (2016).....	3,5,33
<i>Yanova v. New Century Mortgage Corp.</i> , 226 Cal:App.4 <sup>th</sup> 495 (2014).....	3,4
<i>Gomes, supra</i> , 192 Cal.App.4th.....	3
<i>Serrano v. Stefan Merli Plastering Co., Inc.</i> (2008) 162 Cal.App.4th 1014, 1029.....	13
 <b>Federal Cases</b>	
<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 &amp; 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&amp;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

## **STATUES AND RULES**

### California Statutes

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

### **California Rules of Court**

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

### **Statues 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]<sup>1</sup> and is unpublished.

The Decision of the 6th District Court of Appeal, the 2<sup>nd</sup> 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.

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<sup>1</sup> 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 5<sup>th</sup> 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 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, and 14<sup>th</sup> 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, *Yanova, 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 7<sup>th</sup> 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 <sup>2</sup>, 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

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

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## DECLARATION

i: a man, Fareed :Sepehry-Fard<sup>©</sup> ("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<sup>©</sup> could and would competently testify to the facts in this declaration.
2. Everything that i, a man, Fareed-Sepehry-Fard<sup>©</sup> 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<sup>©</sup> 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: 11<sup>th</sup> day of March, 2020 in Saratoga, California.

All Rights Reserve Waive None

By: \_\_\_\_\_

Fareed-Sepehry-Fard<sup>©</sup>

# 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

[Click here](#) to request automatic e-mail notifications about this case.

## 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***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<sup>©</sup>, 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 15<sup>th</sup>, 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.

From: Notify@jud.ca.gov <Notify@jud.ca.gov>  
Sent: Wednesday, March 11, 2020 11:58 AM  
To: shurasenergysolarcells@msn.com <shurasenergysolarcells@msn.com>  
Subject: Supreme Court of California Case Notification for: S260411

shurasenergysolarcells@msn.com, the following transaction has occurred in:  
SEPEHRY-FARD v. CA 6 (AURORA BANK)  
Case: S260411, Supreme Court of California

Date  
(YYYY-MM-2020-03-11  
DD):

Event Petition for writ of  
Description: mandate/prohibition  
denied

For more information on this case, go to:  
[https://appellatecases.courtinfo.ca.gov/search/case/composition.cfm?dist=0&doc\\_id=2310508&doc\\_no=S260411&request\\_token=OCiwl23e0Jw8WyBjSCNdSENlUEQ0UDxTJ5JxVzTLDtCg%3D%3D](https://appellatecases.courtinfo.ca.gov/search/case/composition.cfm?dist=0&doc_id=2310508&doc_no=S260411&request_token=OCiwl23e0Jw8WyBjSCNdSENlUEQ0UDxTJ5JxVzTLDtCg%3D%3D)

For opinions, go to:  
<https://www.courts.ca.gov/opinions-slip.html>

Do not reply to this e-mail. Messages sent to this e-mail address will not be processed.

DATED: July 15th, 2020

Respectfully presented  
All rights reserve waive none

By:

Fareed-Sepehry-Fard<sup>©</sup>

RECEIVED  
JUL 22 2020

OFFICE OF THE CLERK  
SUPREME COURT, U.S.

## ГЕНЕРАЛЬНЫЕ ОСНОВЫ ПЕРЕДАЧИ СИГНАЛОВ В СИСТЕМАХ СРЕДИ

100-55500

RECEIVED

Consequently, the first step in the analysis of the data is to determine the number of observations in each category of the independent variable.

186  
The author wishes to thank the Director of the Bureau of the Census for permission to publish this article.

2016-05-12 10:45:23.000000000 UTC (00:00:00.000000000) 0.000000000

• The *Journal of the American Revolution* is a quarterly publication that explores the American Revolution through the lens of history, literature, and culture. It features articles, reviews, and discussions on a wide range of topics related to the revolution, including its causes, course, and consequences. The journal is published by the American Revolution Research Institute and is available online at [www.americanrevolution.org](http://www.americanrevolution.org).

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2000-2001 学年第一学期 期中考试

1960-1961  
1961-1962

ANSWER ON APPEAL

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).

[Click here](#) to request automatic e-mail notifications about this case.

# Appellate Courts Case Information

6th Appellate District

*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<sup>©</sup>, 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  
2            RECON CORP. , the trustee's sale phone number by calling telephone number 866-931-0036.
- 3           **11)**    Your Affiant states that your Affiant has attached Exhibit A which is proof of the call that  
4            your Affiant made to the trustee CLEAR RECON CORP. at or about 9:55 a.m. on July 6, 2017,  
5            Exhibit A is true and correct copy of the screen shot of your Affiant's mobile handset showing the  
6            phone number and the day which shows "yesterday" as the date of the call.
- 7           **12)**    Your Affiant states that your Affiant prepared this Affidavit on July 7th, 2017 so that this  
8            Affidavit can be notarized the next day before a Notary Public, making the phone call made to Clear  
9            Recon Corp. to be July 6, 2017 at or about 9:55 a.m.
- 10           **13)**    Your Affiant states that your Affiant, on July 6, 2017 at or about 9:55 a.m. spoke with a  
11            person who sounded to be a woman who identified herself as Serena working in operating support of  
12            trustee CLEAR RECON CORP.
- 13           **14)**    Your Affiant states that your Affiant asked Serena the woman working in operating support  
14            of trustee CLEAR RECON CORP. about the status of the trustee sale date of your Affiant's property  
15            12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic.
- 16           **15)**    Your Affiant states that Serena the woman working in operating support of trustee CLEAR  
17            RECON CORP. told your Affiant that the sale date for your Affiant's property 12309 Saratoga Creek  
18            Dr. , Rancho Quito, City of Saratoga California Republic was postponed to July 20th, 2017 at 11:00  
19            a.m. for unknown reasons.
- 20           **16)**    Your Affiant states that when Serena the woman working in operating support of trustee  
21            CLEAR RECON CORP. told your Affiant that the sale date for your Affiant's property 12309  
22            Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic was postponed to July  
23            20th, 2017 at 11:00 a.m. for unknown reasons, there was a witness who heard Serena the woman  
24            working in operating support of trustee CLEAR RECON CORP. confirming that the trustee sale date  
25            had been postponed to July 20th, 2017 at 11:00 a.m.
- 26           **17)**    Your Affiant states that the witness who heard Serena the woman working in operating  
27            support of trustee CLEAR RECON CORP. told your Affiant that the trustee sale date for your  
28            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 the 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  
19 the presence of the auctioneer, to wit: that the sales date for your Affiant's home trustee sale had  
20 been postponed to July 20th, 2017 at 11:00 a.m.

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

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

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

- 26) Your Affiant states at or about 11:43 a.m., when your Affiant was shocked by this unexpected auctioneer's action to sell your Affiant's private property, your Affiant kept asking who is bidding and why these unlawful conduct to steal your Affiant's property was being conducted.

27) Your Affiant states auctioneer did not respond to your Affiant questions, objections and ignored your Affiant.

28) Your Affiant states that your Affiant is in possession of both the audio and video of auctioneer's misconduct in attempts to steal your Affiant's private property.

29) Your Affiant states your Affiant's questions were never answered by the auctioneer.

30) Your affiant states your Affiant repeatedly had asked for authenticated amount of alleged debt so that your Affiant with the help of family and friends pay this alleged debt if there is any.

31) Your Affiant states that your Affiant was never provided with the authenticated amount of the alleged debt as Nationstar must have authenticated the amount of the alleged debt under oath when demanded of them pursuant to FDCPA and common sense.

32) Your Affiant states pursuant to FDCPA requirements when validation of the alleged debt is required and demanded by homeowner, Nationstar, CLEAR RECON CORP. and their Co Parties Agent(s) Principle(s) must have validated the amount of the alleged debt but they did not.

33) Your Affiant states that pursuant to Black's law dictionary, verification means "To confirm or substantiate by oath".

34) Your Affiant states under FDCPA, QWR, Debt verification and validation letters send to Nationstar, CLEAR RECON CORP., by registered and certified mail receipt, email and fax, Nationstar, CLEAR RECON CORP. and their Co Parties Agent(s) Principle(s), failed repeatedly to verify the alleged debt and the amount of the alleged debt, to wit: "To confirm or substantiate by oath".

35) Your Affiant states where a verification to a response is required, service of an unverified response is tantamount to no response at all. (*Appleton v. Sup. Ct.* (1988) 206 Cal.App.3d 632, 635-636.)

36) Your Affiant states substantive responses to requests for admission must be verified. (Code Civ. Proc., §2033.240, subd. (b).)

37) Your Affiant states that your Affiant demanded Nationstar, CLEAR RECON CORP. and 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.

**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.

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).

40) Your Affiant states that, for instance, Exhibit D and E are two unauthenticated amount of 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.

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 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 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 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 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.

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

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

44) Your Affiant states that your Affiant and your Affiant's almost 80 year old handicapped 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.

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.

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, Ex. B.

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.

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 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 emotionally, Ex. B and Ex. C.

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 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 copies of several physician letters and prescribed medications, Exhibit B and Exhibit C.

**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.

**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.

**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.

53) Your Affiant states it is the general rule that courts have power to vacate a foreclosure sale 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 mistake that to allow it to stand would be inequitable to purchaser and parties.

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

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

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

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

58) Your Affiant states that courts have power to vacate a foreclosure sale 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.

59) Your Affiant states 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, this conduct violated *Civ. Code, § 2924h, subd. (g)* further damaging your Affiant economically, emotionally and physically. Ex. B and Ex. C

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

1 Substantial evidence supports this court's finding that Nationstar, CLEAR RECON CORP., the  
2 auctioneer and their Co Parties Agent(s) Principle(s) were not coowners of a business but had  
3 combined to restrict competition. Moreover, it is material that Nationstar, CLEAR RECON CORP.,  
4 the auctioneer and their Co Parties Agent(s) Principle(s) did prevent other persons from appearing at  
5 the sale through conspiracy and violation of promissory estoppel of sale date postponement to July  
6 20, 2017 at 11:00 a.m.

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

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

17 **63)** Your Affiant states the law has long provided that if a nonjudicial foreclosure sale has been  
18 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].)

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

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

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

27 **67)**

1      Further, Affiant sayeth not.

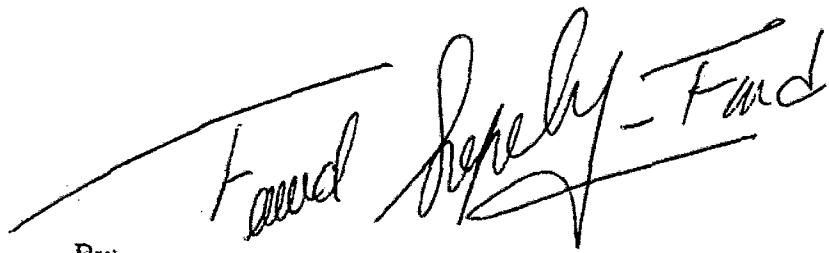
2      DATED: 8<sup>th</sup> of July, 2017

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By: \_\_\_\_\_

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

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SEE CA NOTARY ATTACHMENT

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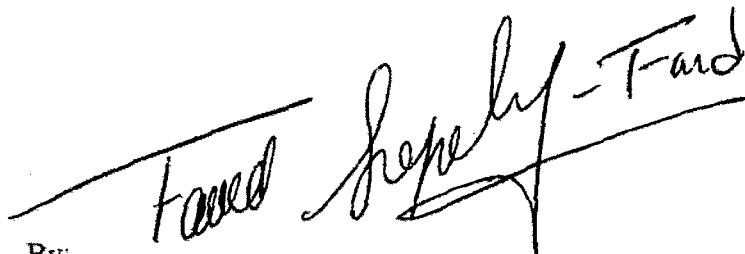
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Verification

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: 8<sup>th</sup> of July, 2017

  
By: \_\_\_\_\_

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

**AFFIDAVIT OF Nasser Wahab Hamidy<sup>©</sup>, the natural living man**

STATE OF CALIFORNIA )

) ss. **AFFIDAVIT OF TRUTH**

COUNTY OF SANTA CLARA )

*Comes now* your Affiant: Nasser Wahab Hamidy<sup>©</sup>, 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<sup>©</sup>, 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  
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.

12) Your Affiant states that your Affiant heard Fareed-Sepehry-Fard asked Serena the woman  
5 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  
6 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  
question from the Auctioneer at or about 10:00 a.m. to wit: the status of Fareed-Sepehry-Fard's home  
11      trustee sale date.

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

18) 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 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  
3        [94560] and the auctioneer.
- 4        20) Your Affiant states at or about 11:43 a.m., the auctioneer all of a sudden started to auction off  
5        Fareed-Sepehry-Fard's property.
- 6        21) Your Affiant states at or about 11:43 a.m., Fareed-Sepehry-Fard kept reminding the  
7        auctioneer that both the auctioneer and the trustee have confirmed multiple times that the trustee sale  
8        date had been postponed to July 20th, 2017 at 11: a.m.
- 9        22) Your Affiant states at or about 11:43 a.m., Fareed-Sepehry-Fard kept asking who is bidding  
10       and why these unlawful conduct to steal Fareed-Sepehry-Fard's property was being conducted.
- 11       23) Your Affiant states auctioneer did not respond to Fareed-Sepehry-Fard questions, objections  
12       and ignored Fareed-Sepehry-Fard.
- 13       24) Your Affiant states that Fareed-Sepehry-Fard is in possession of both the audio and video of  
14       auctioneer's misconduct in what seemed to be attempts to steal Fareed-Sepehry-Fard's private  
15       property.
- 16       25) Your Affiant states Fareed-Sepehry-Fard's questions were never answered by the auctioneer.
- 17       26) Your Affiant states that Fareed-Sepehry-Fard complained to your Affiant of pain in his heart,  
18       hands, back, head and shoulder after the so called sale of Fareed-Sepehry-Fard's private property and  
19       that Fareed-Sepehry-Fard complained that Fareed-Sepehry-Fard has been severely economically,  
20       physically and emotionally further damaged by the unlawful conduct of trustee's misconduct,  
21       auctioneer misconduct as well as Nationstar's misconduct in selling Fareed-Sepehry-Fard's private  
22       property when they were not supposed to.
- 23       27) Your Affiant states that Fareed-Sepehry-Fard complained to your Affiant that Fareed-  
24       Sepehry-Fard and Fareed-Sepehry-Fard's almost 80 year old handicapped mother have been severely  
25       economically, emotionally and physically damaged by the unlawful conduct of trustee's misconduct,  
26       auctioneer and Nationstar's misconduct.
- 27       28) Your Affiant states that Fareed-Sepehry-Fard told your Affiant that Fareed-Sepehry-Fard has  
28       been receiving medical care due to the unlawful acts of both trustee's misconduct as well as  
29       Nationstar's misconduct, economically, emotionally and physically.

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

30) Your Affiant states that Fareed-Sepehry-Fard told your Affiant that Fareed-Sepehry-Fard's sickness, pain and suffering is directly related to the unwarranted and unlawful stress and 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.

31) Your Affiant states that Fareed-Sepehry-Fard told your Affiant that due to misconduct of both trustee as well as Nationstar in violating Fareed-Sepehry-Fard basic due process unalienable 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.

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

33) Your Affiant states that it appeared to your Affiant that the conduct of Nationstar, CLEAR RECON CORP. and the auctioneer has been fraud in the procurement of the foreclosure decree and the sale has been improperly, unfairly or unlawfully conducted, and is tainted by fraud, and where 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.

34) Your Affiant states that it appeared to your Affiant that substantial evidence supports finding 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.

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<sup>©</sup>, 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: 8<sup>th</sup> of July, 2017

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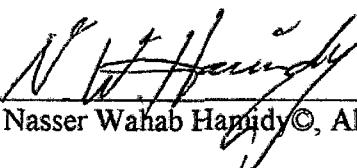
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By: 

i:, Nasser Wahab Hamidy<sup>©</sup>, All rights reserve waive none

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**

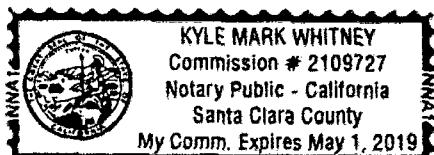
County of Santa Clara

Subscribed and sworn to (or affirmed) before me  
on this 20 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 Public*

Seal  
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 Document**

Title or Type of Document: Affidavit of Truth Document Date: 7/18/2012

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

timed subsession to adjournment on 4/16/96 and early three years thereafter with respect to cases commencing on or after the date of adjustment

DESCRIPTION OF PROPERTY	PROPERTY PROVIDED WITHOUT DEDUCTION EXEMPTION	VALUATION OF PROPERTY EXEMPTION	SPECIFY LAW PROVIDING EXEMPTION	CRIMINAL PROFESSION
Block of Flathings, Seelbyshire in Decrative Mirrors	C.C.P. § 703.140(b)(3)	1500.00	C.C.P. § 703.140(b)(3)	Block of Flathings, Seelbyshire in Decrative Mirrors
Checkung Account, Chieh Police Credit Unions, San Francisco	C.C.P. § 703.140(b)(3)	40.00	C.C.P. § 703.140(b)(3)	Checkung Account, Chieh Police Credit Unions, San Francisco
Clothes	C.C.P. § 703.140(b)(3)	200.00	C.C.P. § 703.140(b)(3)	Clothes
Mobile Silver Plates	C.C.P. § 703.140(b)(3)	150.00	C.C.P. § 703.140(b)(3)	Mobile Silver Plates
Plasterer, Farnsizing & Lappp	C.C.P. § 703.140(b)(3)	1500.00	C.C.P. § 703.140(b)(3)	Plasterer, Farnsizing & Lappp
Printers and Ink Cartridges	C.C.P. § 703.140(b)(3)	200.00	C.C.P. § 703.140(b)(3)	Printers and Ink Cartridges

**Debt of certain debtors** to which debtor is entitled under **(Check one box)**  
 **Check if debtor claims a homestead exemption that exceeds \$155,675.<sup>a</sup>**  
 **II U.S.C. § 222(b)(2)**  
 **II U.S.C. § 222(b)(3)**

### SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Case No. 15-50791 ASW  
(if known)

Farrood Sepahy-Fard

IN THE SUPREME COURT OF THE UNITED STATES

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

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

**IN THE SUPREME COURT OF CALIFORNIA**

<p><b>Fareed :Sepehry-Fard<sup>®</sup></b></p> <p><b>Plaintiff, Appellant, Petitioner</b></p> <p style="text-align: center;">v.</p> <p><b>COURT OF APPEAL OF THE STATE OF CALIFORNIA SIXTH APPELLATE DISTRICT</b></p> <p><b>Respondent</b></p>	<p>Jurisdiction: Court of Record, under the rules of Common Law<sup>1</sup></p> <p><i>California Article VI Section I --</i>  <b>Court of Records [Common Law Court]</b>  <b>Supreme Court Case No. 260411</b>  <b>Court of Appeal No: H039052</b>  <b>(Sup. Ct. No. 111CV209804)</b></p> <p><b>NOTICE OF APPEAL RE: DENIAL OF VERIFIED PETITION FOR WRIT OF MANDATE OR PROHIBITION TO THE Supreme Court of the United States; DECLARATION</b></p>
<p><b>Aurora Bank FSB</b></p> <p><b>GPM Heloc</b></p> <p><b>Bank of America</b></p> <p><b>U.S. Bank National Association as trustee for GreenPoint Mortgage Funding</b></p> <p><b>Frank H. Kim</b></p> <p><b>Severson &amp; Werson</b></p> <p><b>Strangers to me, my home and to the alleged loan by their own admission,</b></p> <p><b>Defendants</b></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 <a href="https://nationalfile.com/watch-attorney-general-barr-takes-on-human-trafficking-in-child-welfare-system/">https://nationalfile.com/watch-attorney-general-barr-takes-on-human-trafficking-in-child-welfare-system/</a> “In the modern age, the level of evil is unbelievable,” said President Trump, who has dramatically increased human trafficking arrests.</p>

At law venue and jurisdiction

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

<sup>1</sup> "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.

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

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

Respectfully presented,

DATED: 11<sup>th</sup> day of March, 2020

All Rights Reserve Waive None

By:

Fareed-Sepehry-Fard<sup>©</sup>

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.

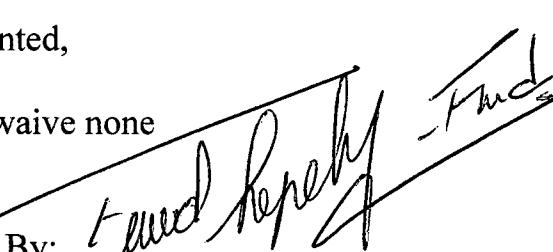
Executed and DATED: 1<sup>st</sup> day of June, 2020 in Saratoga, California.

All Rights Reserve Waive None

Respectfully presented,

All rights reserve waive none

By:

  
Fareed-Sepehry-Fard<sup>©</sup>

## **PROOF OF SERVICE**

I, Parvin Heshmati, do hereby solemnly declare that on June 1<sup>st</sup>, 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:

Paul Herbart

Parvin Heshmati

12309 Saratoga Creek Dr., Saratoga, CA, 95070  
Tel: 408 873 8732

TO:

1  
**PROOF OF SERVICE**

2 i:, a man, Fareed-Sephry-Fard©, do hereby solemnly declare that on January 28<sup>th</sup>,  
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 ("VERIFIED  
5 PETITION FOR WRIT OF MANDATE OR PROHIBITION;  
6 MEMORANDUM IN SUPPORT THEREOF; DECLARATION [EXHIBITS  
7 FILED UNDER SEPARATE COVER]") including true and correct copies of  
8 all/any documents referenced therein as "attached hereto", to the parties and locations  
9 listed below except the one indentified by the Secured party Creditor:  
10

11 By: 

12 Fareed-Sephry-Fard©

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

17 TO:

- 18 1. OFFICE OF THE CLERK  
19 CALIFORNIA COURT OF APPEAL  
20 SIXTH APPELLATE DISTRICT  
21 333 West Santa Clara Street, Suite 1060  
22 San Jose, CA 95113  
23 Through true filing + a hard copy by USPS mail or personal delivery on  
24 January 29<sup>th</sup>, 2020
- 25 2. JOSEPH W. GUZZETTA OR JAN CHILTON OR ANY OTHER  
26 BRITISH OR BAR AGENT  
27 Severson and Werson, APC.  
28 One Embarcadero Center  
29 Suite 2600  
30 San Francisco, CA 94111, USA  
31 Through true filing
- 32 3. All others through true filing

## **CERTIFICATE OF INTERESTED ENTITIES OR PERSONS**

Pursuant to Rules of Court, rule 8.208, the undersigned certifies that the following entities have a false claim of ownership interest of 10 percent or more in Petitioner's 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):

1. Petitioner Fareed-Sepehry-Fard<sup>©</sup>, 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.

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

3. The ghost-- U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2, that does not exist, never had a bank account, never paid for anything since it was never funded, was never properly formed, through their spoke person and attorneys at Severson & Werson such as but not Mr. Guzz falsely claim that they have an interest in Petitioner's private property when that is not true or even possible since a dead entity that does not exist and never did exist can not have any interests in anything yet alone Petitioner's Private Land and Property and 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.

Respectfully presented,  
DATED: 28<sup>th</sup> day of January, 2020  
All Rights Reserve Waive None

By:

Fareed-Sepehry-Fard©

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## DECLARATION

i: a man, Fareed :Sepehry-Fard<sup>©</sup> ("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<sup>©</sup> could and would competently testify to the facts in this declaration.
2. Everything that i, a man, Fareed-Sepehry-Fard<sup>©</sup> 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: 28<sup>th</sup> day of January, 2020 in Saratoga, California.

All Rights Reserve Waive None

By: Fareed Sepehry-Fard

Fareed-Sepehry-Fard<sup>©</sup>

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

3 DATED: 28<sup>th</sup> day of January 2020

4 All Rights Reserve Waive None

5 By: Fareed-Sepehry-Fard

6 Fareed-Sepehry-Fard<sup>©</sup>

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

## 7 **VII. PRAYER FOR RELIEF**

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

16 Issue an alternative writ, order to show cause, or other order directing the DCA  
17 and the Respondents to show cause before this Court, at a time and place specified by  
18 this Court, why a writ should not issue directing the DCA to vacate its January 10,  
19 2020 Order rejecting Petitioner's Motion to recall remittitur or in the alternative an  
20 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 <sup>14</sup>, 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).

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18 <sup>14</sup> CCP § 431.20 , "(a) Every material allegation of the complaint or cross-complaint,  
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  
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...."<sup>10</sup> 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<sup>11</sup>. "All laws, rules and practices which  
6 are repugnant to the Constitution are null and void."<sup>12</sup>

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

9

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10<sup>10</sup> *Rodriques v. Ray Donavan* (U.S. Department of Labor) 769 F. 2d 1344, 1348 (1985).

11<sup>11</sup> Blacks 4th At Law.

12<sup>12</sup> *Marbury v. Madison*, 5th US (2 Cranch) 137, 180.

13<sup>13</sup> **DEFINITION OF COURT** " INTERNATIONAL LAW-- The person and suite of  
14 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  
16 public minister." Black's Law Dictionary, 4th Ed.

17 **Sovereignty** means that the **decree of the sovereign makes law**, and foreign courts  
18 cannot condemn the influences persuading the sovereign to make the decree. *Rafael v.*  
19 *Verelst*, 2 Wm.BI. 983, 1055; *American Banana Co. v. United Fruit Co.* 213 U.S. 347  
19 (1909), emphasis added. Stated differently, whatever people say goes and is the law.  
20 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  
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.

- 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.

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

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

<sup>8</sup> Article I Section I: All legislative powers herein granted shall be vested in a Congress 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.

## <sup>9</sup> 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 5<sup>th</sup> 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.*

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  
3 SOUTHERN DISTRICT OF NEW YORK, Case Number 12-12020-mg,  
4 Doc 3929-4, Filed 06/07/13, also see [1 PCT 380], where it shows that the  
5 so called securitized trust was part of this settlement--"Name of  
6 Securitization Trust GPMF 2007-AR2];  
7

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

- the ghost and its culprits admitted that Appellant's private property and land is not an asset appearing on the books and records of the ghost since there is no damaged party that can be identified anywhere, the ghost is manufactured evidence to create an air of privity between the ghost and Petitioner, when there were never any, whatsoever, for the benefit of Nationstar's money laundering for pedophiles and drug cartels;
  - based on facts on records, Nationstar (Aurora) and its culprits, using the ghost have been receiving multiple insurance payments from multiple insurance companies, therefore how can there be any default when all payments have been received by the ghost and Nationstar, [1 PCT 380];
  - Appellant through extensive research, have gathered ample evidence of insurance payments from various insurance companies received by Nationstar (and its culprits) using the ghost as a conduit, including but not limited to a settlement with an insurance company where the ghost's culprits paid back some of the fraudulent insurance payments they had received to an insurance company as part of the settlement, however, this is not the only insurance monies that Nationstar (Aurora Bank) and their culprits received based on facts on records, [ for one of these insurance payments, see 1 PCT 174, as to the settlement agreement filed in court, In 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* 5<sup>th</sup> 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<sup>6</sup> 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
- 12 • no certificates were ever issued;
  - 13 • no payments nor any for value consideration was paid for the false robo  
14 signed, robo notarized instruments filed in both county recorder and in the  
15 inferior court in violation of , *inter alia*, Cal. Penal Code 115 (a) and (b);

---

16 <sup>6</sup> **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  
17 of interest and holder in due course ever appeared in the inferior court of records. The  
18 fact that Persky was recalled automatically vacated the void order issued by Persky as  
19

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<sup>©</sup>, *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 2<sup>nd</sup>,  
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, 7<sup>th</sup>, 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

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 in country recorders and in courts, in only 5 years, stealing people's homes. Petitioner  
20 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

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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-  
18 US Code Section 471, 472, 473 which has up to 20 years in prison) and filing those

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

**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)**

Without any doubt and based on facts on records, Respondents' repeated misconduct is criminal in nature, at inter alia, 18 US Code Sections 471, 472 & 473-- Securities Fraud and Cal. Penal Code 115 (a) and (b), among others since, inter alia, Respondents have fabricated official looking instruments in several courts pretending that there were offer, acceptance of that offer by Petitioner and for value consideration, see California Commercial Code or UCC, to wit: for any contract to be valid, there must have been an offer [where there were none and there is none, in that Respondents and their culprits have forged Petitioner's signature on one or more promissory notes and monetized those further damaging Petitioner economically, physically and emotionally, see [1 PCT 536, as to police report regarding Petitioner's identity theft report]; [1 PCT 537 as to close to 18,000 similar complaints against Respondent Nationstar, returned to Petitioner by FBI/DOJ in only one year<sup>5</sup>, subsequent to

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<sup>5</sup> 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*, 5<sup>th</sup> 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.

1 monies and assets, that Petitioner's home does not appear as an asset, liability or even  
2 charge off on the financial statements of the claimant (whichever it may be, as there is  
3 no and there was none which can be identified), no alleged creditor can be identified  
4 anywhere who allegedly loaned monies to Petitioner, no certificates were ever issued,  
5 there are no certificate holders that can be identified who paid value for the alleged  
6 debt, the trust was never properly formed and it does not and never existed, it had no  
7 bank account and does not have any bank account, never paid for anything since it had  
8 no monies to pay for anything and was never funded, was never properly formed, is  
9 and was a rented name by Nationstar (and Aurora Bank) for the sole purpose of  
10 laundering monies for drug cartels and pedophiles while using Petitioner's home as a  
11 conduit to perfect and commit these heinous crimes, using or abusing very corrupt  
12 judges, one of those corrupt judges was recalled by "We the People". This court must  
13 not allow courts to be used for endangering our national security, *Id.* the remittitur is  
14 void as a matter of law and must be recalled, as a matter of law.  
15

### 16                   **III. WHY WRIT OF MANDATE SHOULD BE GRANTED**

17                   DCA without any lawful reason, rejected Petitioner's Motion to Recall  
18 Remittitur. The fact is Mr. Persky was recalled, *Id.*, accordingly Mr. Persky's order in  
19 Trial court was and is void, all other derivative actions are also void, as a matter of law  
20

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.

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

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

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

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

Additionally, Respondents have repeatedly admitted that the proceeds of the  
foreclosure is an income for the strangers to Petitioner and is not used to pay down any  
alleged debt nor anyone knows how much the alleged debt is, if any [1 PCT 56-57, as  
to judge Folan's order for the alleged attorneys to authenticate the amount of the alleged  
debt, if any, and the amount of the alleged debt, if any--see [1 PCT 63 and 1 PCT 66, as  
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

9 **II. THE PETITION IS TIMELY**

10 The DCA entered the order that is the subject of this Petition on January 10,  
11 2020, [1 PCT 4-15]. Petitioner is filing this Petition within 60 days of that Order.  
12 Therefore, the Petition is timely. (Cal. W. Nurseries, Inc. v. Superior Court (2005) 129  
13 Cal.App.4th 1170, 1173 ["As a general rule, a writ petition should be filed within the  
14 60-day period that applies to appeals."].)

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

1

## ISSUE PRESENTED

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

7

### I. THE PARTIES

8 Petitioner, Heir Apparent Fareed-Sepehry-Fard<sup>©</sup>, a man of California Republic,  
9 is the sole owner of property and land: C/o 12309 Saratoga Creek Dr., Rancho Quito,  
10 City of Saratoga, California Republic where he lives with the intention to remain.

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

13 Alleged Real Party in Interest that does not exist and never existed, did not and  
14 does not have a bank account, did not pay for anything since it was never funded and  
15 was never properly formed, is the U.S. BANK NATIONAL ASSOCIATION, AS  
16 TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-  
17 THROUGH CERTIFICATES, SERIES 2007-AR2 ("ghost") et. al, a rented name by  
18 the attorneys at Severson & Werson without any power of attorney on records from  
19 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]<sup>4</sup>, [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, 7<sup>th</sup>, 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

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20 <sup>4</sup> PCT stands for Petitioner's Court Transcript, for example, [1 PCT 7-9], means volume

## **Notice to Agent is Notice to Principle and Notice to Principle is Notice to Agent**

## INTRODUCTION

As this court of records, at California Article VI Section I of the Constitution<sup>2</sup>, seems to be aware, Mr. Aaron Persky previously doing business as JUDGE AARON PERSKY ("Mr. Persky") was recalled<sup>3</sup>, accordingly, the order issued by Mr. Persky, Sup. Ct. No. 111CV209804 is void, and all other derivative actions, at inter alia, 6<sup>th</sup> District Court of Appeal Case Number H039052 remittitur, are also void and of no force and effect.

Petitioner, on or about December 18, 2019, in Sixth District Court of Appeal, filed his motion to vacate void judgment and remand case for further proceedings which was rejected for want of jurisdiction post-remittitur on or about January 2<sup>nd</sup>,

<sup>2</sup> See California Constitution Article 6 Section 1, where it states that State Courts are court of records which are common law courts.

<sup>3</sup> <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, STATUES, 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, <i>supra</i> , 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 &amp; 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 Donavan</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.B1. 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 AUTHORITIESPAGE NO.U.S. AND CALIFORNIA CONSTITUTION

Article III.....	26
Maxims of Law.....	Passim
5 <sup>th</sup> 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 <sup>th</sup> 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,	

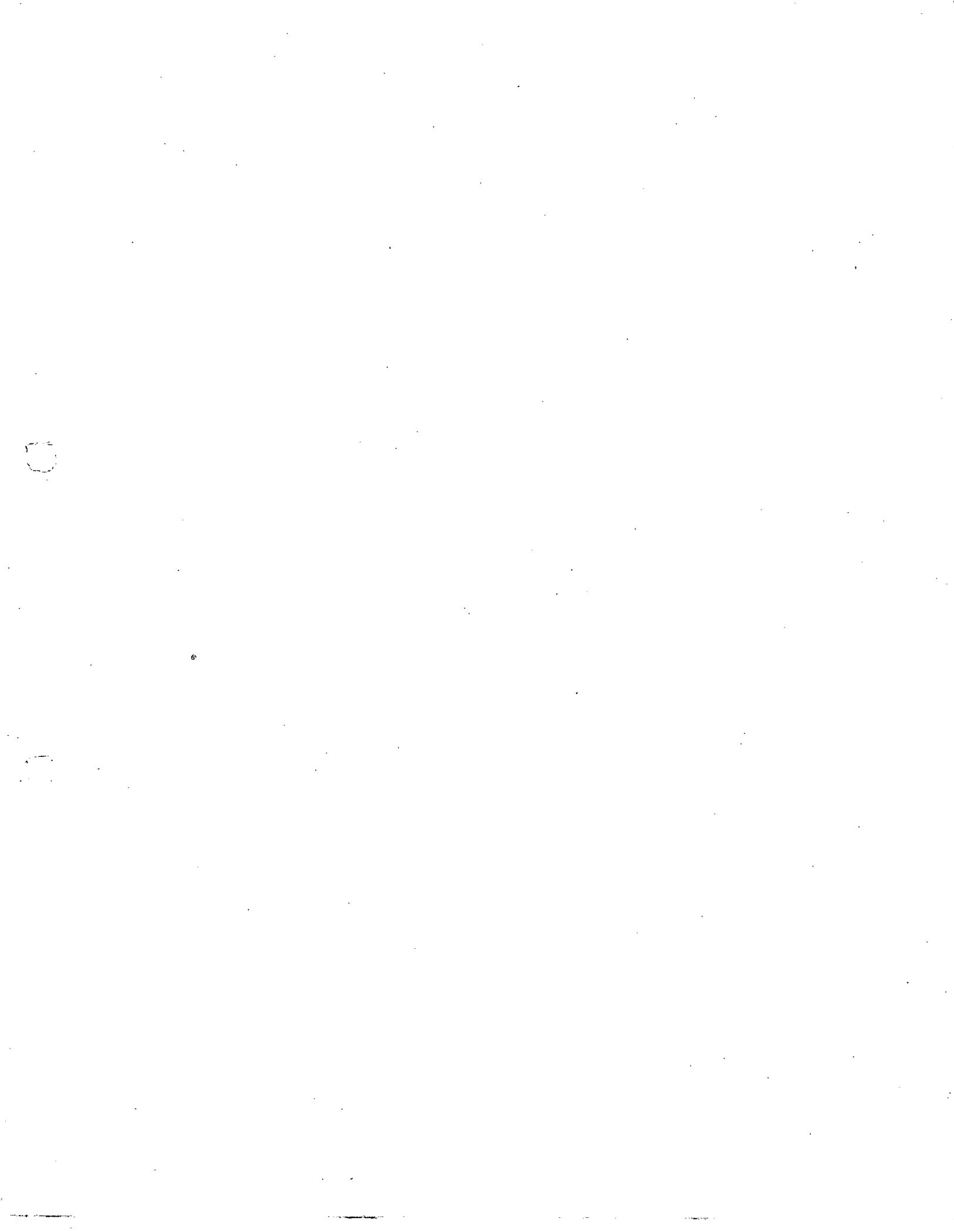
**S260411**

**IN THE SUPREME COURT OF CALIFORNIA**

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

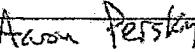
Fareed-Sepehry-Fard, Sui Juris c/o 12309 Saratoga Creek Dr., City of Saratoga, Rancho Quito, California Republic (Zip code Exempt DMM 602 sec 1.3(e)), Phone Number (408) 690-4612, Ahuraenergysolarcells@msn.com

<sup>1</sup> "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 (<sup>allegedly</sup> <sup>AP</sup> erroneously sued as GPM HELOC), U.S. Bank National  
3 Association, and Bank of America Corporation (<sup>allegedly</sup> <sup>AP</sup> erroneously sued as "Bank of America") shall  
4 have a judgment of dismissal entered in their favor and against Plaintiff Sepehry-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   
11 JUDGE OF THE SUPERIOR COURT

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[Proposed] Judgment Following Sustaining of Demurrer and Granting of Motion to Strike Second Amended Complaint

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111CV209804  
Hon. Patricia Lucas  
Dept. 2

S. Smith  
S. Smith

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 Aaron Persky  
Hon. Patricia Lucas  
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 (erroneously sued as "GPM Heloc"), U.S.  
Bank, National Association, and Bank of America Corporation's (erroneously sued as "Bank of  
America") ("collectively "Defendants," or "moving parties") demurrer to Plaintiff Fareed  
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' Demurser 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

16 Aaron Persky

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

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

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  
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*, 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. Bernstein* (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

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3 SEVERSON & WERSON, A Professional Corporation  
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7 Telephone: (949) 442-7110  
8 Facsimile: (949) 442-7118

FILED  
S30

OCT 16 2012

05/08/2012  
Clerk, Superior Court  
By *S. Smith*

9 MARK JOSEPH KENNEY (State Bar No. 87345)  
10 SUNNY S. IHUO (State Bar No. 181071)  
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17 Attorneys for Defendants  
18 AURORA BANK F.S.B.; GREENPOINT  
19 MORTGAGE FUNDING (erroneously sued as GPM  
20 HELOC); U.S. BANK NATIONAL  
21 ASSOCIATION; and BANK OF AMERICA  
22 CORPORATION (erroneously sued as Bank of  
23 America)

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

17 FAREED SEPEHRY-FARD,  
18 Plaintiff.

19 Case No. 111CV209801  
20 Hon. Patricia Lucas *Aaron Persky*  
21 Dept. 2

22 vs.

23 Aurora Bank FSB  
24 GPM Heloc  
25 Bank of America  
26 U.S. Bank National Association as trustee for  
27 GreenPoint Mortgage Funding,  
28 Defendants.

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

33 [Filed concurrently with [Proposed] Judgment  
34 Sustaining Defendants' Demurser To The  
35 Second Amended Complaint Without Leave To  
36 Amend]

37 Date: October 16, 2012  
38 Time: 9:00 a.m.  
39 Dept.: 2

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

42 11991 01082311832.1

43 [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

**NOT TO BE PUBLISHED IN OFFICIAL REPORTS**

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

Type of Business:	FAREED SEPEHRY-FAR	Contact 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.	a. Bureau of Consumer Financial Protection	1700 G Street NW Washington, DC 20552			
b. Such affiliates that are not banks, savings associations, or credit unions also, should list in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center - FCRA	Washington, DC 20580 (877) 382-4357			
2. To the extent not included in item 1 above, potentially nonmember banks, federal savings associations, and federal branches and federal agencies of foreign banks	Accounts in	Credit inquiries Important messages (0)	Dispute Cart	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	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050				
c. Nonmember Insured banks, Insured State Branches of Foreign Banks, and insured state savings associations	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 20590				
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				

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Personal information	Account name	Personal statements	Potentially negative items	Accounts in good standing	Date of request(s)	Important messages
Personal information	Account name	Personal statements	Potentially negative items	Accounts in good standing	Credit inquiries Date of request(s) 09/29/2015 07/07/2015	Dispute Cart (0)
Personal information	Account name	Personal statements	Potentially negative items	Accounts in good standing	Date of request(s) 07/07/2015	+ Options
Personal information	Account name	Personal statements	Potentially negative items	Accounts in good standing	Date of request(s) 11/10/2014	+ Options

back to top

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back to top

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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](http://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 identify 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](http://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](http://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](http://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.

**Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://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...							
		Report number 2722-6720-78   July 21, 2017   Print report   Logout							
		Personal information		Potentially negative items	Accounts in good standing	Date of request(s)	Important messages	Dispute Cart (0)	+ Options
<b>DID NOT AUTHORIZE THESE WITH ECS, NATIONSTAR IDENTITY THEFT</b>		Personal information		Account name JPM CHASE	Personal statements	Date of request(s) 06/07/2017 Credit inquiries	Important messages	Dispute Cart (0)	Activate Your Free Account + Options
				Account name JPM CHASE	Potentially negative items	Date of request(s) 06/07/2017			
<b>DID NOT AUTHORIZE THESE WITH ECS</b>				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
<b>DID NOT AUTHORIZE THESE WITH ECS</b>				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
<b>DID NOT AUTHORIZE THESE WITH ECS</b>				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
<b>DID NOT AUTHORIZE THESE WITH MIDWEST</b>				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
<b>DID NOT AUTHORIZE THESE WITH CREDIT ONE BANK</b>				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
<b>DID NOT AUTHORIZE THESE WITH CONSUMER PORTFOLIO SVCS</b>				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
<b>DID NOT AUTHORIZE THESE WITH SERVICE AND PROF</b>				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
				Account name		Date of request(s)			+ Options

FAREED SEPEHRY-#3982009 Report number 2722-6720-78   July 21, 2017   Print report   Logout						
Personal information		Account name	Account number	Recent balance	Date opened	Status
②	Personal statements	BANK OF AMERICA	488893029693...	\$0 /paid as of 02/21/2009	07/2000	Closed/Never late.
②	Personal statements	BANK OF AMERICA	549099458200...	Potentially negative items	Accounts in good standing	Recent balance
④	Account name	BK OF AMER	11426....	Recent balance	Date opened	Status
④	Account name	THD/CBNA	603532016133....	Not reported	09/2005	Paid, Closed/Never late.
④	Account name	CHASE CARD	412138310282....	Recent balance	Date opened	Closed/Never late.
④	Account name	CHASE CARD	414720226379....	\$460 as of 06/26/2017	08/2014	Open/Never late.
④	Account name	CHASE CARD	426684136361....	\$0 /paid as of 07/09/2017	06/1999	Open/Never late.
④	Account name	CHASE CARD	426688008622....	Recent balance	Date opened	Paid, Closed/Never late.
④	Account name	CITI CARDS/CITIBANK	546616023471....	\$92 as of 07/06/2017	10/2010	Open/Never late.
④	Account name	GMAC MORTGAGE	35948....	Recent balance	Date opened	Transferred,closed/N ever late.
④	Account name	GREENPOINT MORTGAGE/CAPITAL ONE	480009132....	Not reported	01/2007	Transferred,closed/N ever late.
④	Account name	MERCEDES-BENZ FINANCIAL SERVICES	700218....	Recent balance	Date opened	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.		
②	Inquiries shared with others	<a href="#">?</a>
②	Account name	AUTOBAHN INC
②	Date of request	09/23/2015
②	+ Options	
②	Inquiries shared only with you	<a href="#">?</a>
②	Account name	CIC EXPERIAN CONSUMER SE
②	Date of request(s)	07/21/2017 03/26/2017
②	+ Options	
②	Account name	CIC EXPERIAN CREDITWORKS
②	Date of request(s)	07/21/2017
②	+ Options	
②	Account name	CIC/EXPERIAN CONSUMER SE
②	Date of request(s)	07/21/2017
②	+ Options	
②	Account name	ECS
②	Date of request(s)	07/21/2017
②	+ Options	
②	Account name	ECS/RIGHT OFFER MARKTPL
②	Date of request(s)	07/21/2017 03/26/2017
②	+ Options	
②	Account name	
②	Date of request(s)	
②	+ Options	

**IDENTITY THEFT.**  
**NO ACCOUNT**  
**WITH GMAC,**  
**GREEPOINT**

**DID NOT**  
**AUTHORIZE**  
**THESE WITH ECS**

INCORRECT SSN,

CORRECT SSN IS  
543-94-5297I NEVER  
WORKED  
OR BANK OF  
AMERICA,  
THIS IS  
INCORRECT

12309 SARA SARATOGA CA 95070		0810515693	FAREED SEPEHRY FARD	Single family	Report number 2722-6720-78	0-00-0-7400	July 21, 2017	<a href="#">Print report</a>   <a href="#">Logout</a>
Personal information	Social Security number variations(s) statements	negative items	Accounts in good standing	Credit inquiries	Important messages	Dispute Cart (0)	<a href="#">+ Dispute</a>	
Other personal information associated with your credit								
Year of birth	1960						<a href="#">+ Dispute</a>	
Spouse or co-applicant								
FIROZEH								
Telephone number(s)								
408 690 4612		Cellular						<a href="#">+ Dispute</a>
408 873 8734		Residential						<a href="#">+ Dispute</a>
Current or former employer(s)		Address						
AHURA ENERGY								
GITICOM		12309 SARATOGA CREEK SARATOGA CA 95070						<a href="#">+ Dispute</a>
GALLEON		MILPITAS CA						<a href="#">+ Dispute</a>
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

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

[back to top](#)

## Accounts in good standing

<a href="#">+</a>	Account name AMERICAN EXPRESS	Account number 3499923984578693	Recent balance \$2,036 as of 07/19/2017	Date opened 10/2016	Status Open/Never late.	<a href="#">+ Dispute</a>
<a href="#">+</a>	Account name BANK OF AMERICA	Account number 480011316644....	Recent balance Not reported	Date opened 03/2002	Status Closed/Never late.	<a href="#">+ Dispute</a>

31

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](https://www.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](https://www.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.

### Helpful Toolkit

- Get your FICO® Score
- Activate your free account
- Fraud center
- Freeze center
- Know your rights
- Common questions

1 855 246 9409

Contact us by phone - Monday through Friday, 8 a.m. to 10 p.m. Central Time and Saturday and Sunday, 10 a.m. to 7 p.m. Central Time.

Address

Experian  
P.O. Box 9701 Allen, TX 75013

Document upload

Submit documents supporting your claim electronically at [experian.com/upload](https://www.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	+ Dispute
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 SEPHERY FARD	20454	+ Dispute

Address(es) associated with your credit

Address	Address identification number	Residence type	Geographical code	+ Dispute
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

[https://www.experian.com/ncaconline/dispute?intcmp=ncac\\_shortcut\\_viewreport](https://www.experian.com/ncaconline/dispute?intcmp=ncac_shortcut_viewreport)

**Credit Inquiries**

Nationstar Mortgage LLC, American Express, Chase Bank,  
Consu

**Suspect Information**

<b>Name</b>	Steven W. Pite
<b>Contact Information</b>	<b>Address:</b> 4375 JUTLAND DRIVE, SUITE 200, SAN DIEGO, CA 92177-0935 USA <b>Phone Number:</b> 858-750-7600 <b>Email Address:</b> spite@aldridgepite.com
<b>Relationship</b>	Other
<b>Additional Details</b>	Criminal racket: Nationstar Mortgage LLC president Jay Bray, attorneys Bernard J. Komberg 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 Sephry-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.

Personal Information	<p>Employment Information: Bank of America Apt</p> <p>Address: 2616 SOMERSET DR BLMONT CA 94002 also no Names: There were in excess of 16 variation of name</p> <p>Social Security number</p>
Accounts or Charges	Yes, fraudulent accounts or charges appear on my credit report

## Fraudulent Information on Credit Reports

Fraudulent Real Estate Loan	<p>Company or Organization: XOME INC</p> <p>Account Number: 12309 SARATOGA CREEK</p> <p>Date that I discovered it: 1/2017</p> <p>Total fraudulent amount: \$ 1800000</p>
-----------------------------	--

Fraudulent Real Estate Loan	<p>Company or Organization: CLEAR RECON CORP</p> <p>Account Number: TS 008259-CA</p> <p>Date that I discovered it: 1/2017</p> <p>Total fraudulent amount: \$ 1800000</p>
-----------------------------	--

Fraudulent Real Estate Loan	<p>Company or Organization: Capital One, N.A</p> <p>Account Number: 0608996765</p> <p>Date that I discovered it: 1/2017</p> <p>Total fraudulent amount: \$ 400000</p>
-----------------------------	---



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 Sepehry-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. Komberg 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 4581  
Drop \_\_\_\_\_

WASHINGTON, D.C. 20580

OFFICIAL BUSINESS

CAP DISTRICT  
WD 207  
12 SEP 27  
FM 21

\$0.46 0  
US POSTAGE  
FIRST-CLASS  
062S-863678810  
20580  
BGS422.14



55070-355209

00000000000000000000000000000000



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:

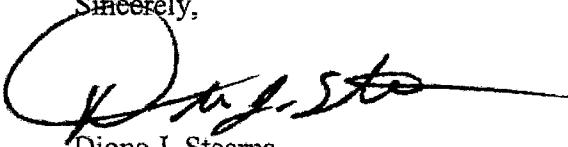
This letter confirms your September 7, 2017, telephone conversation with Chip Taylor concerning your Freedom of Information Act (FOIA) request for records pertaining to consumer complaints from the past five years concerning the following companies:

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

**HEADQUARTERS STATION**  
55 West Younger Avenue  
San Jose, California 95110  
Public Info (408) 808-4400  
Records/Reports (408) 808-4700  
Investigations (408) 808-4500

EVENT NUMBER 17-201-02885

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**

County of Santa Clara

**EMERGENCY DIAL 911**

**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

DATE 7/20/17

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>

The following people were served the above document(s):

- Adam Barasch - e-Serve anb@severson.com
- Fareed :Sepehry-Fard - e-Serve ahuraenergysolarcells@msn.com
- Mark Kenney - e-Serve mjk@severson.com

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**Sent:** Friday, January 10, 2020 10:08 AM  
**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
- Filed By: Fareed :Sepehry-Fard (Pro Per)

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**Sent:** Friday, January 10, 2020 10:09 AM  
**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 motion.

- 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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**From:** info@truefiling.com <info@truefiling.com>  
**Sent:** Friday, January 10, 2020 10:09 AM  
**To:** ahuraenergysolarcells@msn.com <ahuraenergysolarcells@msn.com>  
**Subject:** TrueFiling: Rejected Service Notification - CA 6th District Court of Appeal - Case No. H039052

The following document(s) that were electronically served to you for case **H039052** by **Fareed :Sepehry-Fard** from the **CA 6th District Court of Appeal** have been REJECTED as noted below.

- Document Title: MAIN - motion to recall remittur  
Status: REJECTED  
Link: [Click to download document](#)  
Or Copy and Paste: <https://tf3.truefiling.com/openfiling/ec769080-f8c8-46ff-f941-08d79364a470/court/998bc60b-8890-4ebf-6a4d-08d653dcdb23/recipient/994debdc-231f-4371-cda8-08d79364a504/downloadrejected>

The following people were electronically served the above rejected document(s):

- Adam N Barasch (anb@severson.com)
- Fareed :Sepehry-Fard (ahuraenergysolarcells@msn.com)
- Mark J Kenney (mjk@severson.com)

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**Sent:** Friday, January 10, 2020 10:11 AM  
**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 9:54 AM
- Filing Name: EXHIBIT 2 - motion to recall remittur-2
- Filing Type: EXHIBIT - EXHIBITS
- Filed By: Fareed :Sepehry-Fard (Pro Per)

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

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Status: REJECTED  
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Or Copy and Paste: <https://tf3.truefiling.com/openfiling/4b953cb5-82e5-463e-f943-08d79364a470/court/998bc60b-8890-4ebf-6a4d-08d653dcdb23/recipient/994debdc-231f-4371-cda8-08d79364a504/downloadrejected>

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**Sent:** Friday, January 10, 2020 10:12 AM  
**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 9:54 AM
- Filing Name: EXHIBIT-1 - motion to recall remittur
- Filing Type: EXHIBIT - EXHIBITS
- Filed By: Fareed :Sepehry-Fard (Pro Per)

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3. Delivery via U.S.P.S. First Class Mail Certified and Registered Delivery Article Number 7019 1640 0000 4046 3601 to:  
President Trump  
The White House  
1600 Pennsylvania Avenue NW  
Washington, DC 20500
  4. Delivery via U.S.P.S. First Class Mail Certified and Registered Delivery 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  
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One Embarcadero Center  
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San Francisco, CA 94111, USA  
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1  
**PROOF OF SERVICE**

2  
i:, a man, Fareed-Spehry-Fard©, do hereby solemnly declare that on March 11<sup>th</sup>,  
3 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 ("NOTICE OF  
4 APPEAL RE: DENIAL OF VERIFIED PETITION FOR WRIT OF  
5 MANDATE OR PROHIBITION TO THE Supreme Court of the United States;  
6 DECLARATION") including true and correct copies of all/any documents  
referenced therein as "attached hereto", to the parties and locations listed below  
7 except the one indentified by the Secured party Creditor:  
8

9 By:   
10

11 Fareed-Spehry-Fard©  
12

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

17 TO:

- 18 1. OFFICE OF THE CLERK  
19 Supreme Court of California  
20 350 McAllister Street  
Room 1295  
San Francisco, CA 94102-4797  
Through true filing  
and a hard copy by mail
- 21 2. Delivery via U.S.P.S. First Class Mail Certified and Registered  
22 Delivery Article Number 7019 1640 0000 4046 3618 to:  
23 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