

APPENDIX A

THE JUDGMENTS SOUGHT TO BE REVIEWED

1) U.S. District Court Eastern District of California- Sacramento

Deck v. WFB, N.A., et al Case # 2:17-cv-0234-MCE-KJN PS

Filed: 02/02/2017 Terminated: 06/12/2019

- TRO.....		Granted
- Evidentiary hearing –Summerby’s Declaration		<u>NO STANDING</u>
- Request for Recusal of Magistrate.....	Dkt #68	Denied
- Reverse & Remand from 9 th Cir. “ <i>gamesmanship</i> ” 41(b) -		CLOSED

The EDC's Dismissal w/Prejudice Order entered 6/12/2019 Doc #82

**2017 Summerby's Declaration – was NOT present, it was tendered by WFB's Attorney claiming he subpoenaed Summerby 3 or 4 times.

1) U.S. Court Of Appeals for the Ninth Circuit– San Francisco, CA

Case Deck v. WFB, N.A., et al. Case # 19-16370

- Appeal from EDC Deck as a mortgager **CLEARLY HAS STANDING**
- Urgent Motionto stop pending Foreclosure..... Doc # 21 Dismissed
- Motion on Rehearing..... Doc # 23 Denied
- Emergent Motion...to stop pending Foreclosure..... Doc # 23 Dismissed
- Dismissal filed 2/23/21..... **CASE CLOSED**

Filing Deadline for: Writ of Certiorari in SCOTUS 7/23/2021

APPENDIX – B

OTHER ESSENTIAL MATERIAL

- 07/11/2005 Divorce Decree
- 02/15/2008 MSA Minute Order
- Evidentiary hearing Transcript (excerpts) – Magistrate
- Placer County Recorded Docs – Screen Print
- Assignment during Automatic Stay from WF Bank, N.A. to US Bank, N.A
- Assignment during Automatic Stat from US Bank, N.A. to MTGLQ
- Assignment from MTGLQ back to US Bank, N.A. Chalet Series III Trust
- Assignment from US Bank, N.A. Chalet Series III Trust into US Bank, N.A.
Lodge Series III Trust
- Letters to US Bank N.A., SN Servicing, and Prestige Default Services
- Foreclosure Sale from US Bank N.A., Lodge Series III Trust (Note Owned
By Preston Ridge Partners, LLC) to Redwood Partners, LLP
(they bought a ‘BAD LOAN’ – they hold a bag of “Nothing”)
- Accounting of Payments and Financials
NO Compensation paid to Deck (SOLD for \$539,,445.60k) Note \$306K;
Placer County Objection to Default of Heather Summerby 7/12/21
Placer County, CA Recorded Documents – Parcel #

CERTIFICATES OF MAILING

APENDIX

APENDIX - A

SUPREME COURT OF THE UNITED STATE

Vernon Deck
Appellant

v.

Wells Fargo Bank, N.A., et al
Defendants

On Appeal from The

NINTH CIRCUIT COURT OF APPEALS

Petition for a Writ of Certiorari

Vernon Deck
1124 Hawthorne Loop
Roseville CA, 95678

APENDIX

APENDIX - A

SUPREME COURT OF THE UNITED STATE

Vernon Deck
Appellant

v.

Wells Fargo Bank, N.A., et al
Defendants

On Appeal from The

NINTH CIRCUIT COURT OF APPEALS

Petition for a Writ of Certiorari

Vernon Deck
1124 Hawthorne Loop
Roseville CA, 95678

APPENDIX A

THE JUDGMENTS SOUGHT TO BE REVIEWED

1) U.S. District Court Eastern District of California- Sacramento

Deck v. WFB, N.A., et al Case # 2:17-cv-0234-MCE-KJN PS
Filed: 02/02/2017 Terminated: 06/12/2019

- TRO..... Granted
- Evidentiary hearing –Summerby’s Declaration NO STANDING
- Request for Recusal of Magistrate..... Dkt #68 Denied
- Reverse & Remand from 9th Cir. “*gamesmanship*” 41(b) - CLOSED

The EDC's Dismissal w/Prejudice Order entered 6/12/2019 Doc #82
**2017 Summerby's Declaration – was NOT present, it was tendered
by WFB's Attorney claiming he subpoenaed Summerby 3 or 4 times.

2) U.S. Court Of Appeals for the Ninth Circuit– San Francisco, CA

Case Deck v. WFB, N.A., et al Case # 19-16370

- Appeal from EDC Deck as a mortgager
CLEARLY HAS
STANDING
- Urgent Motionto stop pending Foreclosure..... Doc # 21
Dismissed
- Motion on Rehearing..... Doc # 23 Denied
- Emergent Motion...to stop pending Foreclosure..... Doc # 23
Dismissed
- ismissal filed 2/23/21..... CASE CLOSED

Filing Deadline for: Writ of Certiorari in SCOTUS 7/23/2021

FILED**NOT FOR PUBLICATION****UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

JAN 28 2021

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

VERNON DECK,

Plaintiff-Appellant,

v.

WELLS FARGO BANK, N.A., National
Association, as Trustee for Option One
Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1; et al.,

Defendants-Appellees.

No. 19-16370

D.C. No. 2:17-cv-00234-MCE-KJN

MEMORANDUM*

Appeal from the United States District Court
for the Eastern District of California
Morrison C. England, Jr., District Judge, Presiding

Submitted January 20, 2021**

Before: McKEOWN, CALLAHAN, and BRESS, Circuit Judges.

Vernon Deck appeals pro se from the district court's judgment dismissing his action alleging federal and state law claims arising out of foreclosure proceedings. We have jurisdiction under 28 U.S.C. § 1291. We review for an

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. See Fed. R. App. P. 34(a)(2).

abuse of discretion a district court's dismissal of an action for failure to comply with the court's orders, *Ferdik v. Bonzelet*, 963 F.2d 1258, 1260 (9th Cir. 1992), and we affirm.

The district court did not abuse its discretion by dismissing Deck's action after providing Deck with several opportunities to file an amended complaint that complied with the district court's orders, as well as this court's memorandum disposition in Case No. 17-16680, and several warnings that failure to file such a complaint would result in dismissal with prejudice. *See Fed. R. Civ. P. 41(b)* (failure to comply with a court order may be grounds for dismissal with prejudice as sanction); *Ferdik*, 963 F.2d at 1260-63 (setting forth factors the district court must consider in dismissing a case for failure to comply with a court order).

We reject as without merit Deck's contention that the district court judge or the magistrate judge were biased against him.

Deck's request for appointment of counsel, set forth in the opening brief, is denied.

All other pending motions or requests are denied as moot.

AFFIRMED.

United States Court of Appeals for the Ninth Circuit

Office of the Clerk
95 Seventh Street
San Francisco, CA 94103

Information Regarding Judgment and Post-Judgment Proceedings**Judgment**

- This Court has filed and entered the attached judgment in your case. Fed. R. App. P. 36. Please note the filed date on the attached decision because all of the dates described below run from that date, not from the date you receive this notice.

Mandate (Fed. R. App. P. 41; 9th Cir. R. 41-1 & -2)

- The mandate will issue 7 days after the expiration of the time for filing a petition for rehearing or 7 days from the denial of a petition for rehearing, unless the Court directs otherwise. To file a motion to stay the mandate, file it electronically via the appellate ECF system or, if you are a pro se litigant or an attorney with an exemption from using appellate ECF, file one original motion on paper.

Petition for Panel Rehearing (Fed. R. App. P. 40; 9th Cir. R. 40-1)**Petition for Rehearing En Banc (Fed. R. App. P. 35; 9th Cir. R. 35-1 to -3)****(1) A. Purpose (Panel Rehearing):**

- A party should seek panel rehearing only if one or more of the following grounds exist:
 - ▶ A material point of fact or law was overlooked in the decision;
 - ▶ A change in the law occurred after the case was submitted which appears to have been overlooked by the panel; or
 - ▶ An apparent conflict with another decision of the Court was not addressed in the opinion.
- Do not file a petition for panel rehearing merely to reargue the case.

B. Purpose (Rehearing En Banc)

- A party should seek en banc rehearing only if one or more of the following grounds exist:

- ▶ Consideration by the full Court is necessary to secure or maintain uniformity of the Court's decisions; or
- ▶ The proceeding involves a question of exceptional importance; or
- ▶ The opinion directly conflicts with an existing opinion by another court of appeals or the Supreme Court and substantially affects a rule of national application in which there is an overriding need for national uniformity.

(2) Deadlines for Filing:

- A petition for rehearing may be filed within 14 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the United States or an agency or officer thereof is a party in a civil case, the time for filing a petition for rehearing is 45 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the mandate has issued, the petition for rehearing should be accompanied by a motion to recall the mandate.
- *See* Advisory Note to 9th Cir. R. 40-1 (petitions must be received on the due date).
- An order to publish a previously unpublished memorandum disposition extends the time to file a petition for rehearing to 14 days after the date of the order of publication or, in all civil cases in which the United States or an agency or officer thereof is a party, 45 days after the date of the order of publication. 9th Cir. R. 40-2.

(3) Statement of Counsel

- A petition should contain an introduction stating that, in counsel's judgment, one or more of the situations described in the "purpose" section above exist. The points to be raised must be stated clearly.

(4) Form & Number of Copies (9th Cir. R. 40-1; Fed. R. App. P. 32(c)(2))

- The petition shall not exceed 15 pages unless it complies with the alternative length limitations of 4,200 words or 390 lines of text.
- The petition must be accompanied by a copy of the panel's decision being challenged.
- An answer, when ordered by the Court, shall comply with the same length limitations as the petition.
- If a pro se litigant elects to file a form brief pursuant to Circuit Rule 28-1, a petition for panel rehearing or for rehearing en banc need not comply with Fed. R. App. P. 32.

Case: 19-16370, 01/28/2021, ID: 11984175, DktEntry: 20-2, Page 3 of 4

- The petition or answer must be accompanied by a Certificate of Compliance found at Form 11, available on our website at www.ca9.uscourts.gov under *Forms*.
- You may file a petition electronically via the appellate ECF system. No paper copies are required unless the Court orders otherwise. If you are a pro se litigant or an attorney exempted from using the appellate ECF system, file one original petition on paper. No additional paper copies are required unless the Court orders otherwise.

Bill of Costs (Fed. R. App. P. 39, 9th Cir. R. 39-1)

- The Bill of Costs must be filed within 14 days after entry of judgment.
- See Form 10 for additional information, available on our website at www.ca9.uscourts.gov under *Forms*.

Attorneys Fees

- Ninth Circuit Rule 39-1 describes the content and due dates for attorneys fees applications.
- All relevant forms are available on our website at www.ca9.uscourts.gov under *Forms* or by telephoning (415) 355-7806.

Petition for a Writ of Certiorari

- Please refer to the Rules of the United States Supreme Court at www.supremecourt.gov

Counsel Listing in Published Opinions

- Please check counsel listing on the attached decision.
- If there are any errors in a published opinion, please send a letter **in writing within 10 days** to:
 - ▶ Thomson Reuters; 610 Opperman Drive; PO Box 64526; Eagan, MN 55123 (Attn: Jean Green, Senior Publications Coordinator);
 - ▶ and electronically file a copy of the letter via the appellate ECF system by using “File Correspondence to Court,” or if you are an attorney exempted from using the appellate ECF system, mail the Court one copy of the letter.

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

Form 10. Bill of Costs

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form10instructions.pdf>

9th Cir. Case Number(s)

Case Name

The Clerk is requested to award costs to (*party name(s)*):

I swear under penalty of perjury that the copies for which costs are requested were actually and necessarily produced, and that the requested costs were actually expended.

Signature

Date

(use "s/[typed name]" to sign electronically-filed documents)

COST TAXABLE	REQUESTED (each column must be completed)			
	No. of Copies	Pages per Copy	Cost per Page	TOTAL COST
Excerpts of Record*	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Principal Brief(s) (Opening Brief; Answering Brief; 1st, 2nd, and/or 3rd Brief on Cross-Appeal; Intervenor Brief)	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Reply Brief / Cross-Appeal Reply Brief	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Supplemental Brief(s)	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Petition for Review Docket Fee / Petition for Writ of Mandamus Docket Fee			\$ <input type="text"/>	
			TOTAL: \$ <input type="text"/>	

*Example: Calculate 4 copies of 3 volumes of excerpts of record that total 500 pages [Vol. 1 (10 pgs.) + Vol. 2 (250 pgs.) + Vol. 3 (240 pgs.)] as:

No. of Copies: 4; Pages per Copy: 500; Cost per Page: \$.10 (or actual cost if less than \$.10);

TOTAL: $4 \times 500 \times \$.10 = \200 .

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

FILED

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

FEB 23 2021

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

VERNON DECK,

Plaintiff-Appellant,

v.

WELLS FARGO BANK, N.A., National
Association, as Trustee for Option One
Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1; et al.,

Defendants-Appellees.

No. 19-16370

D.C. No. 2:17-cv-00234-MCE-KJN
Eastern District of California,
Sacramento

ORDER

Before: McKEOWN, CALLAHAN, and BRESS, Circuit Judges.

Deck's petition for panel rehearing (Docket Entry No. 21) and his
emergency motion for injunctive relief (Docket Entry No. 22) are denied.

No further filings will be entertained in this closed case.

Case No. 19-16370
IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

VERNON DECK
Plaintiff and Appellant,
v.
WELLS FARGO BANK, N.A., et al.
Defendant-Appellee

On Appeal from the United States District Court
Eastern District of California
USDC Case No. 2:17-cv-00234

Honorable Morrison C. English, Jr. Judge
Honorable K.J. Newman, Magistrate

**APPELLANT'S INFORMAL
EMERGENCY MOTION FOR INJUNCTIVE RELIEF
Per CIRCUIT RULE 27-3**

Vernon Deck, in pro se
1124 Hawthorne Loop
Roseville, CA 95678
(805) 598-3206

OPENING STATEMENT

In this INFORMAL EMERGENCY MOTION FOR INJUNCTIVE RELIEF, Appellant Deck ultimately seeks this court's immediate intervention while the appeal from the Eastern District Court, filed on 07/10/2019, waits to be REHEARD in the 9th Circuit.

The immediate issue of **EMERGENCY** is the shortened time for the re-scheduled Foreclosure Sale against Appellant's primary residence, now set for March 1, 2021 in Roseville, Placer County, CA.

The EMERGENCY Ruling is requested on or before Feb. 26, 2021 to STOP the Invalid Sale of my Home.

It is based on:

- 1) An Invalid Assignment during a Bankruptcy Stay;
- 2) Violation of 11 § U.S.C. 727 Bankruptcy Discharge;
- 3) Prohibition of 11 U.S.C. §1701j-3(d)(7) Due-on-Sale preemptions, the 1962 Garn-St Garmain Act.
- 4) FRAP 8 – STAY Pending an Appeal.

The arguments supported by applicable rules of law are presented as follows:

1) Invalid Assignment during a Bankruptcy Stay

Found in 11 U.S.C. § 541; Federal Rules of Banking Procedure 10092(a), The filing of the Petition triggers an automatic stay, prohibiting all entities from making collection efforts against the debtor, or the property of the debtor's estate. The Automatic Stay was upheld by Bankruptcy Court Judge, Ronald H. Sargis, against the Motion to Set Aside the Stay by Wells Fargo Bank. In re Deck (Case No. 16-24854 - E-7) Document 48 filed 03/09/17 in the US Bankruptcy Court, Eastern District of California in Sacramento, reflects the court's outrage against Wells Fargo's disregard for the Court. See page 2, second paragraph, as the court declares...

"It may well be that this is a directive from Movant to its attorneys that they will do it 'The Wells Fargo Bank Way, hang any rules of the court.'" The court further concluded in its DISCUSSION: "From the evidence provided, the court cannot determine whether Wells Fargo Bank, N.A. is entitled to relief from the automatic stay. The Manderville Declaration appears to be "testimony by proxy", with Ocwen Loan Servicing providing a "dummy declarant" who has no personal knowledge."

Nonetheless, on October 13, 2017 Wells Fargo Bank, long after removing their Motion to Set Aside the Automatic Stay at the behest of the court, unlawfully assigned the Deed of Trust to US Bank,

N.A. while the Federal Protection of the Bankruptcy Stay was unmistakably in Force (through the Final Decree filed on December 15, 2017). Furthermore, US Bank failed to return the lien to its predecessor, Wells Fargo Bank, N.A., even after MTGLQ returned the lien to US Bank, N.A., in specific violation of U.S.C. §1328(f), which was part of BAPCPA (the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005).

California (non judicial foreclosure) A.B. 3088, approved August 31, 2020 *A borrower who was harmed by a material violation of the law may bring an action for injunctive relief, restitution, and damages. The borrower may also sue to enjoin a foreclosure proceeding contrary to the law. The availability of "any other remedy to redress the violation" appears to include the setting aside of a completed foreclosure sale in appropriate cases. Borrowers who prevail in an action to enforce the law may recover attorney's fees. A servicer must provide notices with specified content when it denies a request for forbearance.* (w/emphasis)

To the contrary, when Appellant asked Gwen Campbell at SN Servicing, in Eureka, California (on behalf of US Bank, Trustee, and Preston Ridge Partners, LLC – Owner of the NOTE) in our October 30, 2020, 50-minute recorded phone call, if they would grant a Forbearance since the property was Quit Claimed back to Deck in 2008 by Heather Summerby; and in 2015 and 2017 Summerby Swore that she alone is liable (even after Deck's Chapter-7 Bankruptcy filed in 2016). To this Gwen responded: "We don't do Forbearances." There has been nothing in writing to follow up her denial of Appellant's direct request.

2) Violation of 11 U.S.C 727 Bankruptcy Discharge

All parties are now fully aware Deck filed a Non-Asset Chapter 7 Bankruptcy under 11 U.S.C. § 727 in 2016. It was fully DISCHARGED, and case closed on 12/27/2017 (Case No. 16-24854 - E-7). A Lis Pendence authorized in the Eastern District court prior to Appeal has NOT been removed.

Subsection 727(b) of this Code, reads:

"Except as provided in Section 523 of this title, a discharge under subsection (a) of this section discharges the debtor from all debts that arose before that date of the order for relief under this chapter, and any liability on a claim that is determined under section 502 of this title as if such claim had arisen before the commencement of the case, whether or not a proof of claim based on any such debt to liability is filed under section 501 of this title, and whether or not a claim based on any such debt or liability is allowed under section 502 of this title.

In that Chapter-7 Discharge, on Official Form **318**, are the instructions, under the following headings, in relevant part with underlined comments following:

Creditors cannot collect discharged debts - *This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtor's damages and attorney's fees.*

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated.

The lien was avoided. As of the 12/01/2017 Bankruptcy Final Decree there were no creditors remaining. (Ocwen is on the Creditors List for: \$274,805.32 and \$10,000.00 –No Exemption Claim Asserted or Allowed)

Most debts are discharged – *Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed." Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to Chapter 7, debts owed before the conversion are discharged."*

As in the case listed above from Chapter 13 (filed on 7/25/2016) and converted to Chapter 7 on 9/16/2016 (see Official Form 108 signed by Petitioner, who is also the Appellant in this matter now pending before the court).

Further, citing *In re Bonner Mall P'ship*, 2 F.3d 899, 912 (9th Cir. 1993), the court found that Discharge was a necessary predicate for lien voidance, stating: "a claim against the debtor that is not an allowed secured claim," and therefore its lien is void."

The Supreme Court in *Dewsnup v. Timm*, 502 U.S. 410 (1992), reasoned that § 506(d) "gives the provision the simple and sensible function of voiding a lien whenever a claim secured by the lien itself had not been allowed", and it "ensures that the code's determination not to allow the underlying claim against the debtor personally is given full effect by preventing its assertion against the debtor's property." **See Notice of Trustee's Sale attached at the end.**

3) 12 U.S.C. § 1701j-3(d)(7) Preemption of due-on-sale prohibitions

Within this section, lender may not exercise its option pursuant to a due-on-sale clause based on nine sub-categories. At number (7) it reads:

"a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the borrower becomes an owner of the property."

In DECK V. SUMMERBY in California family court (CASE NO.: SM 1127093), The Dissolution was final in July 2005 but the MSA (Marital Settlement Agreement) not entered until February 15, 2008. Thereafter, Summerby through Grant Deed relinquished all ownership in Deck's primary residence since 1999, back to him in full (after a short 15-month marriage).

Taken from the Bankruptcy Instructions on Form 318 it reads:

"In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case."

And continues...

"In addition, this does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan." (w/emphasis)

From Summerby's Sworn Declarations filed in the 2015 and 2017 EDC Case No. 2:17-cv-00234- MCE-KJN, from which case this appeal was made, Exhibit Documents 9 and 10 filed 02/16/2017, Sections 4 and 5, she explicitly testifies: 4. *"I was the only person liable on the Loan. I continue to be the only person liable on the Loan."* 5. *"To date, I remain the sole obligor and borrower on the Loan and have not assigned my interests, rights, and/or obligations in the Loan to anyone, including my ex-husband, Vernon Ray Deck."* She signed the first Declaration December 3, 2015, and the later Declaration on May 14, 2017, long after the Dissolution and MSA's were FINAL in 2008. The Quit Claim Deed of Summerby's interests in the residence, was signed November 4, 2008, was filed in Placer County, CA as: Doc 2012-0001965-00 and recorded on 11/02/2012. The Panel should also note that at no time did she ever have any personal funds in the property or paid toward the Mortgage Loan she insists is solely her Obligation, although she took thousands from it (see Appellant's Accounting submitted at the EDC hearing, Exh. 16). How does that work? It strongly advocates that she only relinquished her property rights to Deck's residence while demanding only she retained full obligation for the Note, without any investment whatsoever. Which begs the question.... Why then does every fiduciary REFUSE to pursue collection from Ms. Summerby, and DEMAND to strip Appellant of his lawfully obtained, Sole and Separate Primary Residence? Is she somehow associated with the

owner(s) of the Note? Moreover, after Appellant's Chapter 7 Bankruptcy Discharge? The preemption of due-on-sale prohibitions are clearly evident., and must stop the pending sale! Appellant implores this court to Expunge the First Deed Lien against his primary residence at 1124 Hawthorne Loop, Roseville, CA 95678.

4) Stay Pending Appeal

In reference to FRAP 8: A Motion for Stay, the Initial Motion for a TRO was filed and Granted in the District Court, preliminary to the pursuit at hand. A party must ordinarily move in the district court for the following relief:

(C) "an order suspending, modifying, restoring, or granting an injunction while an appeal is pending."

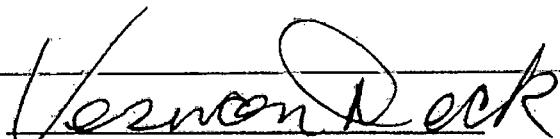
The Lis Pendence filed in Placer County, was signed by the EDC and Recorded 07/09/2019 DOC 2019-0047346-00, which alerts the public of this unfinished action in the court, still pending appeal.

CONCLUSION

In a 2007 Massachusetts Bankruptcy Case (No. 06-42476-JBR, re Sima Schwartz), the Honorable Joel B. Rosenthal, denied a Motion for Relief of Stay by HomEq Servicing Corporation, stating "*While "mortgage" has been defined to include assignees of a mortgage, in other words the current mortgagee, there is nothing to suggest that one who expects to receive the mortgage by assignment may undertake any foreclosure activity.*" Similarly, Wells Fargo Bank, N.A. illegally Assigned the mortgage transfer, to US Bank, during Deck's pending Bankruptcy, with continued pursuit by the unjustified "successors", with malicious intent to take his home. Appellant Prays this court is wise to the ruthless harm these Lenders/Servicers levy upon Appellant, and strongly prays for this court to prevent the ongoing abuse detailed herein.

APPELLANT Deck respectfully requests for this court to:

- 1) Specify that the pending March 1, 2021 Foreclosure Sale is to be CANCELLED.
- 2) Void the illegal Transfer by Assignment from Wells Fargo Bank, N.A. to US Bank, N.A.
- 3) Void the Lien against Appellant's residence at 1124 Hawthorne Loop, Roseville, CA 95678.
- 4) Award appropriate Sanctions, at the court's discretion, in an amount the court determines, would be reasonably appropriate, and/or necessary, to deter further harm to Appellant. This would allow Appellant to obtain counsel in pursuit of the remaining pending matters Appellant has before this court.


Vernon Deck
Vernon Deck – Appellant, In pro per

February 11, 2021

**Prestige Default Services
1920 Old Tustin Ave.
Santa Ana, California 92705
949-427-2010**

NOTICE TO BORROWER OF POSTPONEMENT OF TRUSTEE'S SALE

February 8, 2021

**Re: T.S. Number: 20-4375
Property Address: 1124 HAWTHORNE LOOP
ROSEVILLE, CA 95678**

You are hereby notified that the above-referenced Trustee's Sale previously scheduled for **2/8/2021 at 9:30 AM** has been postponed to **3/1/2021 at 9:30 AM** at the place originally set forth in the Notice of Trustee's Sale.

YOU MAY NOT RECEIVE WRITTEN NOTICE OF POSTPONEMENT EACH TIME THE TRUSTEE'S SALE IS POSTPONED. TO PROTECT YOUR INTEREST IN THE PROPERTY, IT IS IMPORTANT THAT YOU MONITOR ALL POSTPONEMENTS OF THE TRUSTEE'S SALE. You may monitor trustee's sale postponements by attending the scheduled trustee's sale at the place in the notice of trustee's sale and at the date and time in the most recent public declaration of postponement. While a public declaration at the time set for trustee's sale is the official method for postponing a trustee's sale, you can also obtain information about further trustee's sale postponements by calling 1-866-684-2727 or through the following website: <https://www.servicelinkasap.com/default.aspx> and by accepting the terms and conditions for that resource. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE WITHOUT FURTHER NOTICE.**

NOTICE TO TENANT: You may have a right to purchase this property after the trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer," you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder," you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call 1-866-684-2727, or visit this internet website <https://www.servicelinkasap.com/default.aspx>, using the file number assigned to this case 20-4375 to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase.

PRESTIGE DEFAULT SERVICES, as authorized agent of the beneficiary

Briana Young, Trustee Sale Officer



UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 16. Circuit Rule 27-3 Certificate for Emergency Motion

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form16instructions.pdf>

9th Cir. Case Number(s) **19-16370**

Case Name **Deck v. Wells Fargo Bank N.A., et. all**

I certify the following:

The relief I request in the emergency motion that accompanies this certificate is:

- 1) Specify that the pending March 1, 2021 Foreclosure Sale is to be **CANCELED**.
- 2) Void the illegal Transfer by Assignment from Wells Fargo Bank, N.A. to US Bank, N.A.
- 3) Void the Lien against Appellant ' s residence at 1124 Hawthorne Loop, Roseville, CA 95678.

Relief is needed no later than (date): **February 26, 2021**

The following will happen if relief is not granted within the requested time:

Appellant's primary residence will be sold at a re-scheduled Foreclosure Sale.

I could not have filed this motion earlier because:

The Foreclosure Sale for 2/08/2021 was rescheduled, without reason to 3/01/2021.

I requested this relief in the district court or other lower court: Yes No

If not, why not:

Now on Appeal and Appellant actively seeks the 9th Circuit panel's Rehearing, while a Foreclosure was just re-scheduled on my primary residence.

I notified 9th Circuit court staff via voicemail or email about the filing of this motion: Yes No

If not, why not:

I have notified all counsel and any unrepresented party of the filing of this motion:

On (date): Feb. 11, 2021

By (method): US MAIL

Position of other parties: Trustee/Mortgage Servicer's Attorney

Name and best contact information for each counsel/party notified:

Neil Cooper – Representing:

Wells Fargo, Ocwen, Power Default Services

Houser & Allyson, APC 9970 Research Drive, Irvine , CA 92618

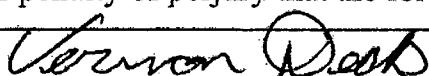
William A. Fogelman – Atty for:

U.S. Bank Trust National Assoc. as Trustee-Lodge Series III Trust

SN Servicing Corporation 13702 Coursey Blvd., Bld. 1, Baton Rouge, LA 70817

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

Signature



Date

February 11, 2021

(use "s/[typed name]" to sign electronically-filed documents)

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 8. Certificate of Compliance for Briefs

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form08instructions.pdf>

9th Cir. Case Number(s) 19-16370

I am the attorney or self-represented party.

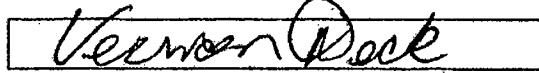
This brief contains 1,999 words, excluding the items exempted

by Fed. R. App. P. 32(f). The brief's type size and typeface comply with Fed. R. App. P. 32(a)(5) and (6).

I certify that this brief (*select only one*):

- complies with the word limit of Cir. R. 32-1.
- is a **cross-appeal** brief and complies with the word limit of Cir. R. 28.1-1.
- is an **amicus** brief and complies with the word limit of Fed. R. App. P. 29(a)(5), Cir. R. 29-2(c)(2), or Cir. R. 29-2(c)(3).
- is for a **death penalty** case and complies with the word limit of Cir. R. 32-4.
- complies with the longer length limit permitted by Cir. R. 32-2(b) because (*select only one*):
 - it is a joint brief submitted by separately represented parties;
 - a party or parties are filing a single brief in response to multiple briefs; or
 - a party or parties are filing a single brief in response to a longer joint brief.
- complies with the length limit designated by court order dated .
- is accompanied by a motion to file a longer brief pursuant to Cir. R. 32-2(a).

Signature



Date

February 11, 2021

(use “s/[typed name]” to sign electronically-filed documents)

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 25. Certificate of Service for Paper Filing

ATTENTION ELECTRONIC FILERS: DO NOT USE FORM 25

Use Form 25 only if you are *not* registered for Appellate Electronic Filing.

Instructions

- You must attach a certificate of service to each document you send to the court and to opposing counsel.
- Include the title of the document you are serving, the name and address of each person you served with a copy of the document, and the date of mailing or hand delivery.
- Sign and date the certificate. You do not need to have the certificate notarized.
- Remember that you must send a copy of all documents and attachments to counsel for each party to this case.

9th Cir. Case Number(s) 19-16370

Case Name Deck v. Wells Fargo Bank, N.A., et al

I certify that I served on the person(s) listed below, either by mail or hand delivery, a copy of the Appellant's Informal Emergency Motion For Injunctive Relief Per Circuit Rule 27-3 and any attachments. (*title of document you are filing, such as Opening Brief, Motion for etc.*)

Signature Johnson Deck Date February 11, 2021

Name	Address	Date Served
Neil Cooper – Representing: Wells Fargo, Ocwen, Power Default Services	Houser & Allyson, APC 9970 Research Drive, Irvine, CA 92618	02/11/2021
William A. Fogleman – Atty for: U.S. Bank Trust National Assoc. as Trustee-Lodge Series III Trust	SN Servicing Corporation 13702 Coursey Blvd., Bld. 1, Baton Rouge, LA 70817	02/11/2021

Mail this form to the court at:

Clerk, U.S. Court of Appeals for the Ninth Circuit, P.O. Box 193939, San Francisco, CA 94119-3939

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 27. Motion for EMERGENCY MOTION FOR INJUNCTIVE RELIEF

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form27instructions.pdf>

9th Cir. Case Number(s) 19-16370

Case Name DECK v. WELLS FARGO BANK, N.A., et AL.

Lower Court or Agency Case Number 2:17-cv-00234-MCE-KJN PS

What is your name? Vernon Deck

1. **What do you want the court to do?**

STOP Foreclosure Sale

See attached Informal at Conclusion page 5.

2. **Why should the court do this? Be specific. Include all relevant facts and law that would persuade the court to grant your request. (Attach additional pages as necessary. Your motion may not be longer than 20 pages.)**

Illegal Transfer during Bankruptcy Stay and other Rules of Law

See attached Informal at Opening page 1.

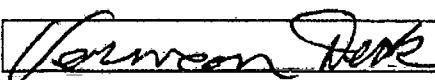
Your mailing address:

1124 Hawthorne Loop

City Roseville State CA Zip Code 95678

Prisoner Inmate or A Number (if applicable) N/A

Signature



Date

FEBRUARY 11, 2021

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

Case No. 19-16370
IN THE UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

VERNON DECK
Plaintiff and Appellant,
v.
WELLS FARGO BANK, N.A., et al.
Defendant- Appellee

On Appeal from the United States District Court
Eastern District of California
USDC Case No. 2:17-cv-00234

Honorable Morrison C. English, Jr. Judge
Honorable K.J Newman, Magistrate

APPELLANT'S INFORMAL
MOTION FOR PANEL REHEARING

Per FRAP RULE 40

Vernon Deck, in pro se
1124 Hawthorne Loop
Roseville, CA 95678
(805) 598-3206

Informal Motion for Panel Rehearing

Appellant Respectfully submits this Informal Motion for Panel Rehearing per FRAP Rule 40, within 14 days of the Order of this court, filed on January 29, 2021. Court copy received February 3, 2021. Appellant Pleads for the panel of the NINTH Circuit to rehear the appeal from the EDC as well as his Informal URGENT Motion for Injunctive Relief to stop the unwarranted Foreclosure Sale of his home. A new foreclosure Sale date is scheduled for March 1, 2021. May the court also note that both the March 8, 2021 and the March 1, 2021 Foreclosure Sale dates were scheduled within the 30-day time period SN Servicing attorney stated Appellant had to respond to his correspondence, received February 3, 2021.

1) What material point of Fact or Law was overlooked in the Decision?

The material point of Fact is: Appellant's Right to be heard, far outweighs an unfavorable argument that the Appellant was uncooperative and thereby lost his constitutional right to justice.

The material point of Law is: No merits of the case have been heard by the judiciary for any substantial reason. Only the preliminary Evidentiary Hearing was held with a clearly unfounded Determination by the EDC, which the 9th circuit clearly articulated in its Reverse and Remand Order: "*Mr. Deck clearly has standing.*" Although the NINTH Circuit determined that the EDC court and officers did not have a bias against the Appellant, it did not clarify 4 of the 5 specific concerns of Appellant's third appeal.

The only issue specifically addressed by the panel which Appellant sought in his appeal was: number 4) Appointment of Counsel – DENIED, which had been determined previously on March 12, 2020 by Justices FRIEDLAND and MILLER. Appellant fully acknowledges the discussion of the Ferdk Rules applied by the EDC. However, Appellant, with a paralegal's insistence, objected to the EDC concerning his misunderstanding of the Ninth's R and R Order and legitimately challenged the EDC following the payment of a Monetary Sanction, which *unreasonably* caused the finality of a Dismissal with Prejudice, while the pending harm against his primary residence continues to be wrongfully foreclosed upon.

Secondly, the panel specifically DENIED the Appellant's perceived bias of the EDC in his complaint.

Under section 6 (pg. 5) of Appellant's Dkt Entry 13, each of the remaining four concerns clearly stated as issues Appellant brought before this panel, were vaguely noted without discussion, and were NOT ADDRESSED, other than within the catch all phrase: "*all other issues and motions are MOOT*", which significantly prejudices Appellant under the looming Foreclosure Sale pending against his home. Appellant was realistically moving for the panel to clarify several significant matters of legal concern....

- 1) Determine if the EDC Violated the Reverse and Remand Decision of the NINTH Circuit.
- 2) Determine if the Dismissal is defective.
- 3) Determine Appellant's right to be heard on the Original pleadings.
- 5) Request for leave of court to name the Does.

Each of these were met with vague silence. The panel did not address these significant questions of law or reason regarding the NCCA's Reverse and Remand (#1 and #2 above); To be heard on the merits (#3 above); or, answer the Request for Leave (#5 above). However, the panel did specifically address Appellant's interpretation of a bias in the Eastern District Court's refusal to hear and Reverse its clearly erroneous determination, namely that Appellant had NO STANDING, in stating it had no merit in the panel's mind. This was not a material fact, it was based solely on a matter of argumentative procedure the EDC termed "gamesmanship", rather than addressing the underlying issue of clarification and implementation of the Reverse and Remand Order. In fact, Appellant sought clarification of his understanding of the application for the Reverse and Remand Order from the 9th Circuit with his second Appeal, and its adherence by the EDC. Yet on 02/01/2021, NCCA Judges SILVERMAN, GERBER, and GOULD determined it had no jurisdiction because that appeal did not arise from a Final Decision at that time, and avoided the determination of its merits or lack thereof.

This pro se Appellant's motive has, and remains, to simply present the true issues in a manner for the courts to determine judiciously. Appellant is pleading to save his home from the unscrupulous predators manipulating the rules of law, motivated by the profit they smell from flipping another home and destroying another family.

Appellant asserts that Appellees intentionally refuse to pursue their Reasonable Remedy of Law... specifically, collecting from the one signer of the Note (Heather Summerby), which Appellees have themselves touted by presentation in the EDC to be the sole Signer/Obligor of the Note to Appellant's primary residence (see: EDC Docs 8, and 9), without ever assigning any of her obligation

of the Note back to her ex-husband, by name, following her 2008 Quit Claim Deed, which disavowed all of her interest in the physical property as part of the 2008 MSA, yet retained her fiduciary duty.

THE INTENDED HARM IS: To intentionally strip Appellant of his Primary Residence and all Equity from payments in the property of nearly \$380,000 (and significant costs of nearly), which he initially purchased as a single man as his sole and separate property in 1999, prior to dating his second wife. It began with the spiteful ex-wife of only 15 months (18 years ago), and is continued today by the banks, servicers, and attorneys representing, them who refuse to properly pursue the only remaining obligator of the Note, after Quit-Claiming all her property interests back to Appellant in 2008.

The wrongful collection of Appellant's discharged liability, by Appellees, demands noting The Supreme Court in *Dewsnup v. Timm*, 502 U.S. 410 (1992), which reasoned that § 506(d) "gives the provision the simple and sensible function of voiding a lien whenever a claim secured by the lien itself had not been allowed", and it "ensures that the code's determination not to allow the underlying claim against the debtor *personally* is given full effect *by preventing its assertion against the debtor's property.*" Appellant's full release in Bankruptcy, is clearly separate from the obligation Ms. Summerby testified was/and is solely her own, and now wrongfully pursued by Appellees against Appellant's home, years after his Federal discharge.

2) What apparent conflict with another Decision of the Court was not addressed in the opinion?

The conflict of the EDC's determination that Mr. Deck lacked Standing, versus the NCCA's determination that: "Mr. Deck clearly has Standing to sue as a Mortgager". Appellant's home is the largest purchase of his life, as it is for most Americans, and will clearly cause irreparable harm without the proper determinations of the Federal Court to clarify all the issues plead in Appellant's Original Opening and Appellate Briefs. Appellant's most basic right here is that he does have standing to proceed in protecting his home, estate, and the equity of his investment.

The panel's decision focused only on procedural issues and was silent in regards to his rights as a homeowner or an American citizen fighting to be heard on the merits to save his primary residence from an unlawful Foreclosure. Among other things, the mortgage was transferred during the Federal Stay of his Bankruptcy Ch. 7, (months after Appellee's Motion to lift the stay had been

withdrawn), and collection from another signer of the Note is their proper remedy of law, rather than pursuing the intentional harm and finality of Foreclosure of Appellant's sole and separate primary residence.

CONCLUSION

Appellant pleads for the 9th Circuit to rehear this appeal, and re-weigh Appellant's right to be heard over the procedural formalities of lesser significance. It would be catastrophic for any party to be robbed of such an investment of life and finances in the face of earnest and sincere attempts to properly procure legal protection in the complex pursuit of that resolve. The judicial system was not designed for pro se litigants, but trained lawyers to present the proper details to the court in a manner the court can decipher the most prudent conclusion of neutrality. However, this pro se Appellant has exhausted all resources to obtain representation to that end (as the court is aware), and prays the rule of law will be blind to Appellant's financial lack to secure professional representation, and his struggle to comply with nuances he does not fully comprehend.

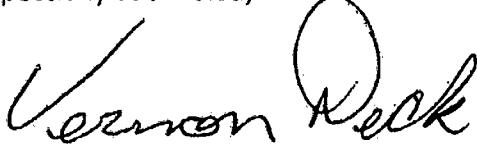
This case is generally relevant to the public at large as well, and epitomizes the foundational rules of our society and the determination of equal justice under the law, which Appellant earnestly presents to this court:

Appellant pleads for this panel to re-evaluate the four (4) unaddressed issues, specifically introduced for the preservation of his rights and property.

- 1) Determine if the EDC Violated the Reverse and Remand Decision of the NINTH Circuit.
- 2) Determine if the Dismissal is defective.
- 3) Determine Appellant's right to be heard on the Original pleadings.
- 5) Request for leave of court to name the Does.

Along with the accompanying APPELLANT'S INFORMAL EMERGENCY MOTION FOR INJUNCTIVE RELIEF, noting the rescheduled sale date of March 1, 2021 is less than 21 days away.

Respectfully Submitted,



Vernon Deck - Appellant, In pro per

February 11, 2021

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

Form 25. Certificate of Service for Paper Filing

ATTENTION ELECTRONIC FILLERS: DO NOT USE FORM 25

Use Form 25 only if you are not registered for Appellate Electronic Filing.

Instructions

- You must attach a certificate of service to each document you send to the court and to opposing counsel.
- Include the title of the document you are serving, the name and address of each person you served with a copy of the document, and the date of mailing or hand delivery.
- Sign and date the certificate. You do not need to have the certificate notarized.
- Remember that you must send a copy of all documents and attachments to counsel for each party to this case.

9th Cir. Case Number(s) 19-16370

Case Name Deck v. Wells Fargo Bank, N.A., et al

I certify that I served on the person(s) listed below, either by mail or hand delivery, a copy of the Applicant's Informal Petition for Panel Rehearing, per FRAP Rule 40 and any attachments. (*title of document you are filing, such as Opening Brief, Motion for, etc.*)

Signature Veronica Rock **Date** February 11, 2021

Name	Address	Date Served
Neil Cooper – Representing: Wells Fargo, Ocwen, Power Default Services	Houser & Allyson, APC 9970 Research Drive, Irvine, CA 92618	02/11/2021
William A. Fogelman – Atty for: U.S. Bank Trust National Assoc. as Trustee-Lodge Series III Trust	SN Servicing Corporation 13702 Coursey Blvd., Bld. 1, Baton Rouge, LA 70817	02/11/2021

Mail this form to the court at:

Clerk, U.S. Court of Appeals for the Ninth Circuit, P.O. Box 193939, San Francisco, CA 94119-3939

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

Form 8. Certificate of Compliance for Briefs

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form08instructions.pdf>

9th Cir. Case Number(s) 19-16370

I am the attorney or self-represented party.

This brief contains 1,530 words, excluding the items exempted by Fed. R. App. P. 32(f). The brief's type size and typeface comply with Fed. R. App. P. 32(a)(5) and (6).

I certify that this brief (*select only one*):

complies with the word limit of Cir. R. 32-1.

is a **cross-appeal** brief and complies with the word limit of Cir. R. 28.1-1.

is an **amicus** brief and complies with the word limit of Fed. R. App. P. 29(a)(5), Cir. R. 29-2(c)(2), or Cir. R. 29-2(c)(3).

is for a **death penalty** case and complies with the word limit of Cir. R. 32-4.

complies with the longer length limit permitted by Cir. R. 32-2(b) because (*select only one*):

it is a joint brief submitted by separately represented parties;

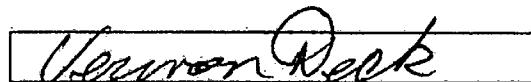
a party or parties are filing a single brief in response to multiple briefs; or

a party or parties are filing a single brief in response to a longer joint brief.

complies with the length limit designated by court order dated .

is accompanied by a motion to file a longer brief pursuant to Cir. R. 32-2(a).

Signature



Date

February 11, 2021

(use "s/[typed name]" to sign electronically-filed documents)

Feedback or questions about this form? Email us at forms@ca9.uscourts.gov

NOT FOR PUBLICATION**FILED****UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

JAN 28 2021

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

VERNON DECK,

No. 19-16370

Plaintiff-Appellant,

D.C. No. 2:17-cv-00234-MCE-KJN

v.

WELLS FARGO BANK, N.A., National
Association, as Trustee for Option One
Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1; et al.,

MEMORANDUM*

Defendants-Appellees.

Appeal from the United States District Court
for the Eastern District of California
Morrison C. England, Jr., District Judge, Presiding

Submitted January 20, 2021**

Before: McKEOWN, CALLAHAN, and BRESS, Circuit Judges.

Vernon Deck appeals pro se from the district court's judgment dismissing his action alleging federal and state law claims arising out of foreclosure proceedings. We have jurisdiction under 28 U.S.C. § 1291. We review for an

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument.—See Fed. R. App. P. 34(a)(2).

abuse of discretion a district court's dismissal of an action for failure to comply with the court's orders, *Ferdik v. Bonzelet*, 963 F.2d 1258, 1260 (9th Cir. 1992), and we affirm.

The district court did not abuse its discretion by dismissing Deck's action after providing Deck with several opportunities to file an amended complaint that complied with the district court's orders, as well as this court's memorandum disposition in Case No. 17-16680; and several warnings that failure to file such a complaint would result in dismissal with prejudice. *See Fed. R. Civ. P. 41(b)* (failure to comply with a court order may be grounds for dismissal with prejudice as sanction); *Ferdik*, 963 F.2d at 1260-63 (setting forth factors the district court must consider in dismissing a case for failure to comply with a court order).

We reject as without merit Deck's contention that the district court judge or the magistrate judge were biased against him.

Deck's request for appointment of counsel, set forth in the opening brief, is denied.

All other pending motions or requests are denied as moot.

AFFIRMED.

U.S. District Court
Eastern District of California - Live System (Sacramento)
CIVIL DOCKET FOR CASE #: 2:17-cv-00234-MCE-KJN

(PS) Deck v. Wells Fargo Bank, N.A. et al
Assigned to: District Judge Morrison C. England, Jr
Referred to: Magistrate Judge Kendall J. Newman
Case in other court: U.S. Court of Appeals for the Ninth Circuit,
17-16680
USCA, 19-15172
USCA, 19-16370
Cause: 42:405 Fair Housing Act

Date Filed: 02/02/2017
Date Terminated: 06/12/2019
Jury Demand: Plaintiff
Nature of Suit: 290 Real Property: Other
Jurisdiction: Federal Question

Plaintiff

Vernon Deck

represented by **Vernon Deck**
1124 Hawthorne Loop
Roseville, CA 95678
805-598-3206
PRO SE

V.

Defendant

Wells Fargo Bank, N.A.
*National Association, as Trustee for Option
One Mortgage Loan Trust 2003-1, Asset-
Backed Certificates, Series 2003-1*

represented by **Gabriel Ozel**
Troutman Sanders LLP
11682 El Camino Real
Suite 400
San Diego, CA 92130
858-509-6046
Email: gabriel.ozel@troutman.com
TERMINATED: 02/25/2019
LEAD ATTORNEY

Neil Joseph Cooper
Houser LLP
9970 Research Drive
Irvine, CA 92618
949-679-1111
Fax: 949-679-1112
Email: ncooper@houser-law.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Ocwen Loan Servicing, LLC
a Delaware Limited Liability Company

represented by **Gabriel Ozel**
(See above for address)

**General Docket
United States Court of Appeals for the Ninth Circuit**

Court of Appeals Docket #: 17-16680

Nature of Suit: 3290 Other Real Property Actions

Vernon Deck v. Wells Fargo Bank, N.A., et al

Appeal From: U.S. District Court for Eastern California, Sacramento

Fee Status: Paid

Docketed: 08/22/2017

Termed: 10/26/2018

Case Type Information:

- 1) civil
- 2) private
- 3) null

Originating Court Information:

District: 0972-2 : 2:17-cv-00234-MCE-KJN

Court Reporter: Jonathan A. Anderson

Trial Judge: Morrison C. England, Junior, Senior District Judge

Date Filed: 02/02/2017

Date Order/Judgment: 07/20/2017

Date Order/Judgment EOD: 07/20/2017

Date NOA Filed: 08/17/2017

Date Rec'd COA: 08/18/2017

Prior Cases:

None

Current Cases:

None

VERNON DECK

Plaintiff - Appellant,

Vernon Deck
Direct: 805-598-3206
[NTC Pro Se]
1124 Hawthorne Loop
Roseville, CA 95678

v.

**WELLS FARGO BANK, N.A., National Association, as Trustee for
Option One Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1**

Defendant - Appellee,

Gabriel Ozel
Direct: 858-882-3123
Email: gozel@nuvasive.com
[LD NTC Retained]
NuVasive, Inc.
7475 Lusk Boulevard
San Diego, CA 92121

Neil Cooper
Direct: 949-679-1111
Email: ncooper@houser-law.com
Fax: 949-679-1112
[COR NTC Retained]
Houser & Allison, APC
9970 Research Drive
Irvine, CA 92618

**OCWEN LOAN SERVICING, LLC, a Delaware Limited Liability
Company**

Defendant - Appellee,

Gabriel Ozel
Direct: 858-882-3123
[LD NTC Retained]
(see above)

Neil Cooper
Direct: 949-679-1111
[COR NTC Retained]
(see above)

POWER DEFAULT SERVICES, INC.
Defendant - Appellee,

Gabriel Ozel
Direct: 858-882-3123
[LD NTC Retained]
(see above)

**General Docket
United States Court of Appeals for the Ninth Circuit**

Court of Appeals Docket #: 19-15172

Nature of Suit: 3290 Other Real Property Actions

Vernon Deck v. Wells Fargo Bank, N.A., et al

Appeal From: U.S. District Court for Eastern California, Sacramento

Fee Status: Paid

Docketed: 01/30/2019

Termed: 02/25/2019

Case Type Information:

- 1) civil
- 2) private
- 3) null

Originating Court Information:

District: 0972-2 : 2:17-cv-00234-MCE-KJN

Court Reporter: Jonathan A. Anderson

Trial Judge: Kendall J. Newman, Magistrate Judge

Date Filed: 02/02/2017

Date Order/Judgment:
01/09/2019

Date Order/Judgment EOD:
01/09/2019

Date NOA Filed:
01/29/2019

Date Rec'd COA:
01/30/2019

Prior Cases:

17-16680 **Date Filed:** 08/22/2017 **Date Disposed:** 10/26/2018 **Disposition:** Reversed, Remanded - Memorandum

Current Cases:

None

VERNON DECK

Plaintiff - Appellant,

Vernon Deck
Direct: 805-598-3206
[INTC Pro Se]
1124 Hawthorne Loop
Roseville, CA 95678

v.

**WELLS FARGO BANK, N.A., National Association, as Trustee for
Option One Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1**

Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
Email: ncooper@houser-law.com
Fax: 949-679-1112
[COR NTC Retained]
Houser & Allison, APC
9970 Research Drive
Irvine, CA 92618

Gabriel Ozel
Direct: 858-882-3123
Email: gozel@nuvasive.com
[COR NTC Retained]
NuVasive, Inc.
7475 Lusk Boulevard
San Diego, CA 92121

**OCWEN LOAN SERVICING, LLC, a Delaware Limited Liability
Company**

Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
[COR NTC Retained]
(see above)

Gabriel Ozel
Direct: 858-882-3123
[COR NTC Retained]
(see above)

POWER DEFAULT SERVICES, INC.
Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
[COR NTC Retained]
(see above)

General Docket
United States Court of Appeals for the Ninth Circuit

Court of Appeals Docket #: 19-16370

Nature of Suit: 3290 Other Real Property Actions

Vernon Deck v. Wells Fargo Bank, N.A., et al

Appeal From: U.S. District Court for Eastern California, Sacramento

Fee Status: Paid

Docketed: 07/11/2019

Termed: 01/28/2021

Case Type Information:

- 1) civil
- 2) private
- 3) null

Originating Court Information:

District: 0972-2 : 2:17-cv-00234-MCE-KJN

Court Reporter: Jonathan A. Anderson

Trial Judge: Morrison C. England, Junior, Senior District Judge

Date Filed: 02/02/2017

Date Order/Judgment:
06/12/2019

Date Order/Judgment EOD:
06/12/2019

Date NOA Filed:
07/10/2019

Date Rec'd COA:
07/11/2019

Prior Cases:

17-16680 **Date Filed:** 08/22/2017 **Date Disposed:** 10/26/2018 **Disposition:** Reversed, Remanded - Memorandum
19-15172 **Date Filed:** 01/30/2019 **Date Disposed:** 02/25/2019 **Disposition:** Jurisdictional Defects - Judge Order

Current Cases:

None

VERNON DECK

Plaintiff - Appellant,

Vernon Deck
Direct: 805-598-3206
[NTC Pro Se]
1124 Hawthorne Loop
Roseville, CA 95678

v.

WELLS FARGO BANK, N.A., National Association, as Trustee for
Option One Mortgage Loan Trust 2003-1, Asset-Backed
Certificates, Series 2003-1
Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
Email: ncooper@houser-law.com
Fax: 949-679-1112
[COR LD NTC Retained]
Houser & Allison, APC
9970 Research Drive
Irvine, CA 92618

OCWEN LOAN SERVICING, LLC, a Delaware Limited Liability
Company

Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
[COR LD NTC Retained]
(see above)

POWER DEFAULT SERVICES, INC.
Defendant - Appellee,

Neil Cooper
Direct: 949-679-1111
[COR LD NTC Retained]
(see above)

FILED

NOT FOR PUBLICATION

OCT 26 2018

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

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

VERNON DECK,

No. 17-16680

Plaintiff-Appellant,

D.C. No. 2:17-cv-00234-MCE-KJN

Y.

MEMORANDUM*

WELLS FARGO BANK, N.A., National Association, as Trustee for Option One Mortgage Loan Trust 2003-1, Asset-Backed Certificates, Series 2003-1; et al.,

Defendants-Appellees.

Appeal from the United States District Court
for the Eastern District of California
Harrison C. England, Jr., District Judge, Presiding

Submitted October 22, 2018**

Before: SILVERMAN, GRABER, and GOULD, Circuit Judges.

16 Vernon Deck appeals pro se from the district court's judgment dismissing
17 his action alleging violations of the Fair Debt Collection Practices Act, the
18 California Homeowner Bill of Rights Act ("HBOR"), and other state law claims

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. See Fed. R. App. P. 34(a)(2).

1 arising out of foreclosure proceedings. We have jurisdiction under 28 U.S.C.
2 § 1291. We review de novo a dismissal for lack of statutory standing. *Nat'l
3 Council of La Raza v. Cegavske*, 800 F.3d 1032, 1039 (9th Cir. 2015). We review
4 for clear error the district court's underlying factual determinations. *Am.-Arab
5 Anti-Discrimination Comm. v. Thornburgh*, 970 F.2d 501, 506 (9th Cir. 1991). We
6 reverse and remand.

7 The district court did not commit clear error in finding, following an
8 evidentiary hearing, that Deck did not sign the note relating to a refinance loan.
9 *See id.* at 506. The district court erred, however, in finding that Deck lacked
10 standing to sue for violations of HBOR because he was not a signatory to the note.
11 HBOR defined a “borrower” as “any natural person who is a mortgagor or trustor
12 and who is potentially eligible for any federal, state, or proprietary foreclosure
13 prevention alternative program offered by, or through, his or her mortgage
14 servicer.” Cal. Civ. Code § 2920.5 (repealed Jan. 1, 2018). Because it is
15 undisputed that Deck is a trustor under the deed of trust securing the refinance
16 loan, we reverse and remand for further proceedings on Deck’s claims under
17 HBOR only.

18 We do not consider defendants’ alternative arguments concerning the merits
19 of Deck’s claims under the HBOR, or the effect, if any, of the 2018 repeal of the
20 specific statutory violations alleged.

1 We do not consider matters not raised before the district court, or matters not
2 specifically and distinctly raised and argued in the opening brief. *See Padgett v.*
3 *Wright*, 587 F.3d 983, 985 n.2 (9th Cir. 2009).

4 Deck's request for judicial notice (Docket Entry No. 26) is granted.

5 **REVERSED and REMANDED.**

1 2 3 4 5 6 7

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

11 VERNON DECK,
12 Plaintiff,
13 v.
14 WELLS FARGO BANK, N.A., et al.,
15 Defendants.
No. 2:17-cv-234-MCE-KJN PS
ORDER

17 On June 9, 2017, the magistrate judge filed findings and recommendations (ECF No. 49),
18 which were served on the parties and which contained notice that any objections to the findings
19 and recommendations were to be filed within fourteen (14) days. On June 23, 2017; June 28,
20 2017; and June 30, 2017, plaintiff filed objections to the findings and recommendations (ECF
21 Nos. 50, 51, 52), and on July 7, 2017, defendants filed a reply to plaintiff's objections (ECF No.
22 53), all of which have been considered by the Court.

23 This Court reviews de novo those portions of the proposed findings of fact to which an
24 objection has been made. 28 U.S.C. § 636(b)(1); McDonnell Douglas Corp. v. Commodore
25 Business Machines, 656 F.2d 1309, 1313 (9th Cir. 1981); see also Dawson v. Marshall, 561 F.3d
26 930, 932 (9th Cir. 2009). As to any portion of the proposed findings of fact to which no objection
27 has been made, the Court assumes its correctness and decides the matter on the applicable law.
28 See Orand v. United States, 602 F.2d 207, 208 (9th Cir. 1979). The magistrate judge's

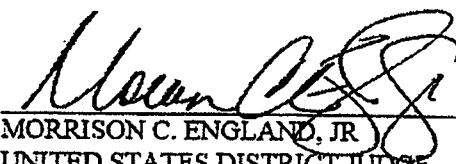
1 conclusions of law are reviewed de novo. See Britt v. Simi Valley Unified School Dist., 708 F.2d
2 452, 454 (9th Cir. 1983).

3 The Court has reviewed the applicable legal standards and, good cause appearing,
4 concludes that it is appropriate to adopt the findings and recommendations in full. Accordingly,
5 **IT IS HEREBY ORDERED** that:

- 6 1. The findings and recommendations (ECF No. 49) are **ADOPTED IN FULL**.
- 7 2. The action is **DISMISSED WITH PREJUDICE** in its entirety.
- 8 3. Plaintiff's request to proceed *in forma pauperis* in this Court (ECF No. 2), as well as
9 his requests for court approval of a notice of pendency of action (ECF Nos. 19, 20, 21, 37, and
10 38) are **DENIED AS MOOT**.
- 11 4. The Clerk of Court shall serve a courtesy copy of this order, and the underlying
12 findings and recommendations, on the United States Bankruptcy Court for the Eastern District of
13 California, referencing Case No. 16-bk-24854.
- 14 5. The Clerk of Court shall serve a courtesy copy of this order, and the underlying
15 findings and recommendations, on the Placer County Superior Court, referencing Case No.
16 SCV0037916.
- 17 6. The Clerk of Court shall close this case.

18 **IT IS SO ORDERED.**

19 Dated: July 20, 2017


20 MORRISON C. ENGLAND, JR.
21 UNITED STATES DISTRICT JUDGE
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JUDGMENT IN A CIVIL CASE

VERNON DECK,

CASE NO: 2:17-CV-00234-MCE-KJN

v.

WELLS FARGO BANK, N.A., ET AL.,

XX — Decision by the Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

THAT JUDGMENT IS HEREBY ENTERED IN ACCORDANCE WITH THE COURT'S ORDER FILED ON 7/20/17

Marianne Matherly
Clerk of Court

ENTERED: July 20, 2017

by: /s/ H. Kaminski

Deputy Clerk

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

VERNON DECK,

No. 2:17-cv-234-MCE-KJN PS

Plaintiff,

ORDER

v.
WELLS FARGO BANK, N.A., et al.,

Defendants.

On June 9, 2017, the magistrate judge filed findings and recommendations (ECF No. 49), which were served on the parties and which contained notice that any objections to the findings and recommendations were to be filed within fourteen (14) days. On June 23, 2017; June 28, 2017; and June 30, 2017, plaintiff filed objections to the findings and recommendations (ECF Nos. 50, 51, 52), and on July 7, 2017, defendants filed a reply to plaintiff's objections (ECF No. 53), all of which have been considered by the Court.

This Court reviews de novo those portions of the proposed findings of fact to which an objection has been made. 28 U.S.C. § 636(b)(1); McDonnell Douglas Corp. v. Commodore Business Machines, 656 F.2d 1309, 1313 (9th Cir. 1981); see also Dawson v. Marshall, 561 F.3d 930, 932 (9th Cir. 2009). As to any portion of the proposed findings of fact to which no objection has been made, the Court assumes its correctness and decides the matter on the applicable law. See Orand v. United States, 602 F.2d 207, 208 (9th Cir. 1979). The magistrate judge's

1 conclusions of law are reviewed de novo. See Britt v. Simi Valley Unified School Dist., 708 F.2d
2 452, 454 (9th Cir. 1983).

3 The Court has reviewed the applicable legal standards and, good cause appearing,
4 concludes that it is appropriate to adopt the findings and recommendations in full. Accordingly,
5

IT IS HEREBY ORDERED that:

6 1. The findings and recommendations (ECF No. 49) are ADOPTED IN FULL.

7 2. The action is DISMISSED WITH PREJUDICE in its entirety.

8 3. Plaintiff's request to proceed *in forma pauperis* in this Court (ECF No. 2), as well as
9 his requests for court approval of a notice of pendency of action (ECF Nos. 19, 20, 21, 37, and
10 38) are DENIED AS MOOT.

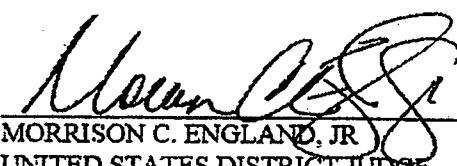
11 4. The Clerk of Court shall serve a courtesy copy of this order, and the underlying
12 findings and recommendations, on the United States Bankruptcy Court for the Eastern District of
13 California, referencing Case No. 16-bk-24854.

14 5. The Clerk of Court shall serve a courtesy copy of this order, and the underlying
15 findings and recommendations, on the Placer County Superior Court, referencing Case No.
16 SCV0037916.

17 6. The Clerk of Court shall close this case.

18 IT IS SO ORDERED.

19 Dated: July 20, 2017


20 MORRISON C. ENGLAND, JR.
21 UNITED STATES DISTRICT JUDGE
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JUDGMENT IN A CIVIL CASE

VERNON DECK,

CASE NO: 2:17-CV-00234-MCE-KJN

v.

WELLS FARGO BANK, N.A., ET AL.,

XX — Decision by the Court. This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

THAT JUDGMENT IS HEREBY ENTERED IN ACCORDANCE WITH THE COURT'S ORDER FILED ON 7/20/17

Marianne Matherly
Clerk of Court

ENTERED: July 20, 2017

by: /s/ H. Kaminski

Deputy Clerk

FILED
Superior Court of California
County of Placer

DEC 11 2015

Jake Chatters
Executive Officer & Clerk
By: S. Marlette, Deputy

1 Eric D. Houser (SBN 130079)
2 Bethany R. Burrill (SBN 294088)
2 HOUSER & ALLISON, APC
3 A Professional Corporation
3 9970 Research Drive
4 Irvine, California 92618
4 Telephone: (949) 679-1111
5 Facsimile: (949) 679-1112
5 E-Mail: bburrill@houser-law.com

6
7 Attorneys for Defendants Ocwen Loan Servicing, LLC, Power Default Services, Inc., and Wells
Fargo Bank, National Association, as Trustee for Option One Mortgage Loan Trust 2003-1,
8 Asset-Backed Certificates, Series 2003-1 (erroneously sued as Wells Fargo Bank, N.A.)

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF PLACER

12 VERNON RAY DECK,

13 Case No. SCV0035443

14 Plaintiff,

15 Commissioner Michael A. Jacques

16 v.

17 DECLARATION OF HEATHER
18 SUMMERBY IN SUPPORT OF
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT OR, IN THE
ALTERNATIVE, FOR SUMMARY
ADJUDICATION AND MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF

19 OCWEN LOAN SERVICING, LLC, a
Delaware limited liability company; POWER
DEFALT SERVICES, INC., a Delaware
corporation; WELLS FARGO BANK, N.A., a
national association; and DOBS 1 through 10,
inclusive;

20 Defendants.

21 [Notice of Motion and Motion for Summary
22 Judgment, Separate Statement of Undisputed
23 Facts and [Proposed] Order filed concurrently
24 herewith.]

25
26
27
28 DECLARATION OF HEATHER SUMMERBY IN SUPPORT OF DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT

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

DECLARATION OF HEATHER SUMMERBY

I, Heather Summerby, declare as follows:

1. I am over the age of 18 years old. I have personal knowledge of the facts set forth in this Declaration and if called as a witness could and would competently testify as to those facts.

2. On or about November 2, 2002, I applied for and obtained a \$306,000 refinance loan from Option One Mortgage Corporation (the "Loan"). I was the only person that signed the Adjustable Rate Note for the Loan.

3. The Loan was secured by the real property located at 1124 Hawthorne Loop, Roseville, California 95678 (the "Property") through a Deed of Trust that I signed on November 2, 2002.

4. I was and continue to be the only person liable under the Loan. I remain the sole obligor and borrower on the Loan, and have not assigned any interests, rights and/or obligations in the Loan to anyone, including my ex-husband, Mr. Vernon Deck.

5. Since the Loan has been in default, I have never submitted a loss mitigation application to Ocwen Loan Servicing, LLC or any of the prior loan servicers and/or owners of the Loan. I also have never attempted to discuss loss mitigation options for the Loan with Ocwen Loan Servicing, LLC or any of the prior loan servicers and/or owners of the Loan because I have no interest in preserving the Property. I have no intention of curing the Loan's default, modifying the Loan, or paying off the Loan.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. This declaration was executed on December 3, 2015.


Heather Summerby

PROOF OF SERVICE

3 STATE OF CALIFORNIA)
4 COUNTY OF ORANGE)
) SS

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 9970 Research Drive, Irvine, CA 92618.

On December 10, 2015, I served the following document(s) described as follows:

**DECLARATION OF HEATHER SUMMERBY IN SUPPORT OF DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, FOR
SUMMARY ADJUDICATION AND MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

On the following interested parties in this action:

Vernon Ray Deck
1124 Hawthorne Loop
Roseville, CA 95678
Email: v.deck7@gmail.com
Plaintiff in pro per

BY ELECTRONIC MAIL - Based upon a written agreement between the parties dated December 3, 2015 to accept electronic service of Defendants' Motion for Summary Judgment and its supporting documents, with service deemed complete on the date the email containing said documents is transmitted to Plaintiff, I transmitted the document(s) listed above electronically by e-mail to the e-mail address listed above. I am readily familiar with Microsoft Outlook's e-mail system, and the transmission was reported as complete without error.

VIA OVERNIGHT MAIL/COURIER—CCP §§ 1013(c), 2015.5 : By placing a true copy thereof enclosed in a sealed envelope, addressed as above, and placing each for collection by overnight mail service or overnight courier service. I am readily familiar with my firm's business practice of collection and processing of correspondence for mailing with the processing of correspondence for overnight mail or overnight courier service, and any correspondence placed for collection for overnight delivery would in the ordinary course of business, be delivered to an authorized courier or delivery authorized by the overnight mail carrier to receive documents, with delivery fees paid or provided for, that same day for delivery on the following business day.

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

Executed on December 10, 2015 at Irvine, California.

Tammy Krogler



THE FOREGOING INSTRUMENT
IS A CORRECT COPY OF THE
ORIGINAL ON FILE IN THIS
OFFICE.

ATTEST: **MAY 12 2021**

Superior Court Clerk,
County of Placer, State
of California.

[Signature] Deputy

When embossed and signed, this is certified to be a true copy
of the records of the Placer County Clerk-Recorder's Office.

Ryan Ronco, Clerk-Recorder

By: Ryan Ronco Deputy Date: APR 29 2021

EXHIBIT H

EXHIBIT H

EXHIBIT H

Heather Summerby's 2017 Federal Declaration

M-CV-0078624

1 ERIC D. HOUSER (SBN 130079)
2 GABRIEL OZEL (SBN 269098)
2 HOUSER & ALLISON, APC
3 One Pacific Heights
3 9920 Pacific Heights Blvd, Suite 150
4 San Diego, California 92121
4 Telephone: (760) 603-9664
5 Facsimile: (562) 256-1685
5 E-Mail: gozel@houser-law.com
6

7 Attorneys for Defendants, Ocwen Loan Servicing, LLC and Wells Fargo Bank, National
8 Association, as Trustee for Option One Mortgage Loan Trust 2003-1, Asset-Backed
8 Certificates, Series 2003-1, and Power Default Services, Inc.

9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION**

11 VERNON RAY DECK, an Individual,

12 Plaintiff

13 vs.

14 WELLS FARGO BANK, N.A., National
15 Association, as Trustee for Option One
16 Mortgage Loan Trust 2003-1, Asset
17 Backed Certificates, Series 2003-1;
18 OCWEN LOAN SERVICING, LLC, a
19 Delaware limited liability company;
20 POWER DEFAULT SERVICES, INC., a
corporation; and all parties and all
persons or entities with any claims to real
property located at 1124 Hawthorne Loop,
Roseville, California 95678 and Does 1-
20, inclusively,

22 Defendants.

11 Case No.: 2:17-cv-00234-MCE-KJN

12 **DECLARATION OF HEATHER
13 SUMMERBY IN SUPPORT OF
14 DEFENDANTS' OPPOSITION TO
15 ORDER TO SHOW CAUSE RE:
16 PRELIMINARY INJUNCTION**

17 Date: February 23, 2017

18 Time: 2:00 p.m.

19 Courtroom: 7

20 I hereby certify that the annexed
21 instrument is a true and correct copy of
22 the original on file in my office.
23 ATTEST: KEITH HOLLAND

24 Clerk, U.S. District Court
25 Eastern District of California

26 By: *Ymena Sanchez* Deputy Clerk
27 Dated: *5/5/2021*

28 **DECLARATION OF HEATHER SUMMERBY**

DECLARATION OF HEATHER SUMMERBY

I, Heather Summerby, declare as follows:

1. I am over the age of 18 years old. I have personal knowledge of the facts set forth in this Declaration and if called as a witness could and would competently testify as to those facts.

2. On or about November 2, 2002, I applied for and obtained a \$306,000 refinance loan from Option One Mortgage Corporation (the "Loan"). I was the only person that signed the Adjustable Rate Note for the Loan.

9 3. The Loan was secured by the real property located at 1124 Hawthorne Loop,
10 Roseville, California 95678 (the "Property") through a Deed of Trust that I signed on
11 November 2, 2002.

12 4. I was and continue to be the only person liable under the Loan. I remain the sole
13 obligor and borrower on the Loan, and have not assigned any interests, rights and/or
14 obligations in the Loan to anyone, including my ex-husband, Mr. Vernon Deck.

15 5. Since the Loan has been in default, I have never submitted a loss mitigation
16 application to Ocwen Loan Servicing, LLC or any of the prior loan servicers and/or owners of
17 the Loan. I also have never attempted to discuss loss mitigation options for the Loan with
18 Ocwen Loan Servicing, LLC or any of the prior loan servicers and/or owners of the Loan
19 because I have no interest in the preserving the Property. I have no intention of curing the
20 Loan's default, modifying the Loan, or paying off the Loan.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. This declaration was executed on December 3, 2015.


Heather Surnmerby

25
26
27
28

1 PROOF OF SERVICE
2

3 STATE OF CALIFORNIA)
4) ss
5 COUNTY OF LOS ANGELES)
6

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 and not a party to the within action. My business address is 3780 Kilroy Airport Way, Suite 130,
9 Long Beach, California 90806.

10 On February 16, 2017, I served the following document(s):
11

12 **DECLARATION OF HEATHER SUMMERBY IN SUPPORT OF
13 DEFENDANTS' OPPOSITION TO ORDER TO SHOW CAUSE RE:
14 PRELIMINARY INJUNCTION**

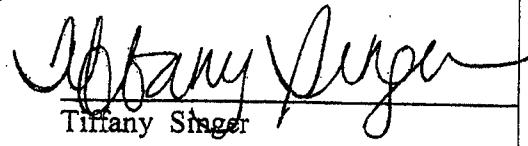
15 On the following interested parties in this action described as follows:
16

17 Vernon Ray Deck
18 1124 Hawthorne Loop
19 Roseville, CA 95678

20 [X] **VIA OVERNIGHT MAIL/COURIER:** CCP §§ 1013(c), 2015.5: By placing a true
21 copy thereof enclosed in a sealed envelope, addressed as above, and placing each for
22 collection by overnight mail service or overnight courier service. I am readily familiar
23 with my firm's business practice of collection and processing of correspondence for
24 mailing with the processing of correspondence for overnight mail or overnight courier
25 service, and any correspondence placed for collection for overnight delivery would in the
26 ordinary course of business, be delivered to an authorized courier or delivery authorized
27 by the overnight mail carrier to receive documents, with delivery fees paid or provided
28 for, that same day for delivery on the following business day.

29 I declare under penalty of perjury, under the laws of the United States of America, that
30 the foregoing is true and correct. Executed on February 16, 2017, in Long Beach, California.
31

32 Executed on February 16, 2017, in Long Beach, California.
33

34 
35 Tiffany Stager
36

**Additional material
from this filing is
available in the
Clerk's Office.**
