

NO: \_\_\_\_\_

IN THE

supreme court for the united States of America

\_\_\_\_\_  
:Fareed :Sepehry-Fard.

PETITIONER

v.

U.S. BANK NATIONAL ASSOCIATION,  
As Trustee for Greenpoint Mortgage Trust  
Mortgage Pass-Through Certificates, Series 2007-AR2, et. al.

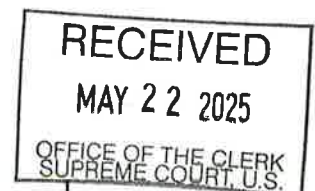
RESPONDENT (s)

Motion to extend time to file a consolidated certiorari petition on  
two case numbers (from the California Court of Appeal, Sixth  
Appellate District Case Numbers H049806, H049652; and from  
Supreme Court of California Case Numbers S288974, S289032).

\_\_\_\_\_  
IN THE SUPREME COURT OF CALIFORNIA, Case Nos.  
S288974, S289032; Court of Appeal, Sixth Appellate District, Nos.  
H049806, H049652; Superior Court of California, County of Santa  
Clara Case No. 17cv314286.

After Unpublished Decisions by the Court of Appeal

\_\_\_\_\_  
:Fareed :Sepehry-Fard., Beneficiary., *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  
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S288974

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No. H049652

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17cv314286

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S289032

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No. H049806

APPENDIX I - Decision of California State Trial Court-No.  
17cv314286

Dear Associate Justice Kagan,

Petitioner :Fareed :Sepehry Fard., beneficiary., ("Petitioner") respectfully motions this court, pursuant to Rules 12.4 and 13.5, to extend time to file a combined certiorari petition on two case numbers (from the California Court of Appeal, Sixth Appellate District Case Numbers H049806, H049652; and from Supreme Court of California Case Numbers S288974, S289032).

Rule 12.4 specifies when two or more judgments are sought to be reviewed on a writ of certiorari to the same court and involve identical or closely related questions, a single petition for a writ of certiorari covering all the judgments suffices.

Rule 13.5 specifies for good cause, a Justice may extend the time to file a petition for a writ of certiorari for a period not exceeding 60 days.

Here, there are 2 cases sought to be reviewed on a writ of certiorari to this same court and involve identical or closely related questions, accordingly, the motion must be granted.

Additionally, Petitioner humbly moves this court to extend time to file a certiorari petition on two cases - California Sixth Appellate Court Case Numbers H049806 and H049652 and Supreme Court of California Case Numbers S288974 and S289032 combined, by 60 days from the last due date of the Petition or 60 days from 90 days from orders dated March 26, 2025 in Case Numbers S288974 and S289032 which is August 23, 2025.

Petitioner's motion is based on Petitioner's need finding and retaining a knowledgeable lawyer plus having enough time for the printing and binding.

The opinion of the highest state court for writ of review in Case Number S288974 appears at Appendix D to the petition and is unpublished, dated March 26, 2025.

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA for Case Number H049652 appears at Appendix E to the petition and is unpublished, dated 12-27-2024.

The opinion of the Superior Court of California, in case number 17cv314286 appears at Appendix F to the petition, dated 12-17-2021.

The last day for filing a certiorari petition, is 90 days from March 26, 2025 which is June 24, 2025.

The opinion of the highest state court for writ of review in Case Number S289032 appears at Appendix G to the petition and is unpublished, dated March 26, 2025.

The opinion of THE SIXTH APPELLATE DISTRICT IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA for Case Number H049806 appears at Appendix H to the petition and is unpublished, dated 12-27-2024.

The opinion of the Superior Court of California, in case number 17cv314286 which was filed in Case Number 16cv296244 appears at Appendix I to the petition, dated 1-18-2022.

The last day for filing a certiorari petition, is 90 days from March 26, 2025 which is June 24, 2025.

On or about May 17th, 2025, Petitioner received a USPS package incorporating a letter signed by Miss Pipa Fisher of this Court dated May 12, 2025 concerning the above case numbers explaining, inter alia, that Petitioner may file separate applications for extensions of time since previously Petitioner requested to consolidate three cases, where the two cases referenced here, have different decision dates than Case Number S287579.

Petitioner humbly asks for your decision extending the time to file a certiorari petition on these two cases, combined, *Id.*, by 60 days from the due date to be or on or before August 23, 2025 and combining the two cases, *Id.*

Respectfully presented,  
All rights reserve waive none  
DATED: May 19, 2025

By: Fareed Sepehry Fard, beneficiary.  
Fareed Sepehry-Fard®, beneficiary.

## DECLARATION

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

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.

Everything that i, a man, :Fareed :Sepehry-Fard®, have stated in  
" Motion to extend time to file a consolidated certiorari petition on  
two case numbers (from the California Court of Appeal, Sixth  
Appellate District Case Numbers H049806, H049652; and from  
Supreme Court of California Case Numbers S288974, S289032).

" 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 the california republic that the foregoing is true  
and correct.

Executed and DATED: May 19, 2025 in Saratoga, California.

All Rights Reserve Waive None

Respectfully presented,

By: Fareed:Sepehry-Fard, beneficiary.  
:Fareed :Sepehry-Fard®, beneficiary.

### PROOF OF SERVICE

I, Parvin Heshmati, do hereby solemnly declare that on May 19, 2025, I did cause to be delivered by mail a true and correct copy of the foregoing instruments ("Motion to extend time to file a consolidated certiorari petition on two case numbers (from the California Court of Appeal, Sixth Appellate District Case Numbers H049806, H049652; and from Supreme Court of California Case Numbers S288974, S289032)"), including true and correct copies of all/any documents referenced therein as "attached hereto", to the parties and locations listed below except the one identified by the Petitioner, Petitioner served those:

*Parvin Heshmati*

Parvin Heshmati  
12309 Saratoga Creek Dr., City of Saratoga,  
california republic [near: CA 95070]  
Tel: 408 873 8734

TO:

1. Delivery via U.S.P.S. courier mail with tracking number to:  
supreme court for the united States of America  
Attention: Justice Elena Kagan  
1 First Street, NE  
Washington, DC 20543  
[1 original plus 3 copies]
2. Severson & Werson APC  
Jan T. Chilton and or Mary Kate Sullivan  
595 Market Street Suite 2600, San Francisco,  
[near: CA 94105]  
[By Petitioner through electronic filing in the California Supreme Court Portal and in the California Sixth District Court of Appeals through true filings and in the lower State Court, Superior Court of California, County of Santa Clara through efilng, and by email].
3. All others through email and electronic filing including to Mister Rudy, Mister Manoukian, Mister Kulkarni, Miss Arand, and others in the inferior state court: 191 North First Street, city of San Jose, California republic, [near: CA 95113].

# APPENDIX D

Decision of California State Supreme Court- No. S288974

SUPREME COURT  
**FILED**

Court of Appeal, Sixth Appellate District - No. H049652

MAR 26 2025

S288974

Jorge Navarrete Clerk

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**IN THE SUPREME COURT OF CALIFORNIA** Deputy

**En Banc**

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT  
MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
2007-AR2, Plaintiff and Respondent,

v.

FAREED SEPEHRY-FARD, Defendant and Appellant.

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The petition for review is denied.

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**GUERRERO**

*Chief Justice*



# APPENDIX E

Decision of 6<sup>th</sup> California State Court of Appeal-No. H049652

**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

U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE FOR  
GREENPOINT MORTGAGE TRUST  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-AR2,

Plaintiff and Respondent,

v.

FAREED SEPEHRY-FARD,

Defendant and Appellant.

H049652  
(Santa Clara County  
Super. Ct. No. 17CV314286)

Defendant Fareed Sepehry-Fard appeals from the denial of his pretrial motion for injunctive and monetary relief in a post-foreclosure unlawful detainer proceeding under Code of Civil Procedure section 1161a.<sup>1</sup> By his motion, Sepehry-Fard sought an order setting aside the nonjudicial foreclosure sale, dismissing of the unlawful detainer action, and enjoining plaintiff U.S. Bank National Association (U.S. Bank) and other nonparties from harassing or contacting him. He also sought more than \$145 million in damages. The trial court denied the motion as “[un]supported by law or admissible evidence.”

We affirm the denial of injunctive relief and the related requests for equitable relief and dismissal. (See §§ 904.1, subd. (a)(6) [making appealable the denial of

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<sup>1</sup> Undesignated statutory references are to the Code of Civil Procedure.

injunctive relief], 906 [permitting review of certain intermediate orders].) The pretrial denial of his request for monetary relief is not appealable.

## **I. BACKGROUND**

U.S. Bank filed its unlawful detainer complaint against Sepehry-Fard in 2017. U.S. Bank alleged that it purchased real property at a foreclosure sale, perfected title under the sale by recording the trustee's deed upon sale, and served a three-day notice to quit but Sepehry-Fard continued in possession of the property. Sepehry-Fard answered, admitting that he retained possession of the property.

The trial court denied Sepehry-Fard leave to file a cross-complaint. Later, while the case was removed to federal court, Sepehry-Fard cross-complained asserting many claims against U.S. Bank and others. Sepehry-Fard has since unsuccessfully moved the trial court for default judgment.

Styling himself as a cross-complainant, Sepehry-Fard filed the motion at issue in this appeal, which he captioned as a request for an injunction and monetary relief. Sepehry-Fard argued that U.S. Bank and others conspired to rig the nonjudicial foreclosure auction by falsely reporting that it had been postponed, suppressing the sale price.<sup>2</sup> Sepehry-Fard argued that “the alleged sale should be set aside so that a new sale can be held and the owner can seek to benefit from competition” and he should be awarded roughly \$150 million in damages based on the market value of the property (trebled and with interest), his time spent defending his home, and punitive damages. Sepehry-Fard also contended that the foreclosure process was defective because U.S. Bank lacked standing and failed to show that any entity involved had the authority to foreclose. Sepehry-Fard asked for an order dismissing U.S. Bank's complaint with

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<sup>2</sup> Sepehry-Fard generally referred to “Cross Defendants.” We understand the term to encompass U.S. Bank and others.

prejudice, enjoining U.S. Bank from harassing or contacting him, and awarding monetary relief.

In support of his motion, Sepehry-Fard filed two affidavits—from himself and from Nasser Wahab Hamidy, respectively. Sepehry-Fard also filed transcripts he prepared relating his interactions with the foreclosing trustee and the auctioneer. The thrust of Sepehry-Fard’s evidence was that on July 6, 2017, the trustee told him that the foreclosure sale previously scheduled for that day had been postponed to July 20; the auctioneer confirmed the postponement to potential bidders, but the property was nevertheless sold on July 6 to the foreclosing beneficiary as the lone bidder at the auction.

Opposing the motion, U.S. Bank argued among other things that the request for injunctive relief should be denied because the summary nature of unlawful detainer proceedings precludes affirmative relief to the defendant and there was no operative cross-complaint.

In reply, Sepehry-Fard challenged the court’s jurisdiction. He argued that as a “sovereign American” (boldface omitted) he was immune from suit. Yet he also used the reply to renew his previously denied request for a default judgment “on the remanded case,” which we understand to be Sepehry-Fard’s inoperative cross-complaint.

Sepehry-Fard also argued that U.S. Bank was not the owner of the debt so it lacked authority to foreclose. As to possession, Sepehry-Fard argued that U.S. Bank had not duly perfected title as required by section 1161a because Sepehry-Fard had recorded a lis pendens before the sale.

In December 2021, the trial court denied Sepehry-Fard’s motion. Sepehry-Fard timely appealed.

## II. DISCUSSION

On appeal, the trial court’s order is presumed correct. (See *Jameson v. Desta* (2018) 5 Cal.5th 594, 608–609.) Sepehry-Fard must overcome the presumption by demonstrating error on the record before us. (*Id.* at p. 609.) As a self-represented

litigant, he “is entitled to the same, but no greater, consideration than other litigants and attorneys” and “is held to the same restrictive rules of procedure as an attorney.” (*Nelson v. Gaunt* (1981) 125 Cal.App.3d 623, 638–639.) These rules of procedure require, among other things, organizing one’s brief into separate points and supporting each point with reasoned argument, authority, and record citations. (*United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 153 (*United Grand*).) Although as a matter of discretion we will “consider arguments for which we can discern a legal or factual basis in the briefs,” we will neither “ ‘make other arguments for’ ” an appellant nor “ ‘speculate about which issues [appellant] intend[ed] to raise.’ ” (*Ibid.*)

We adhere to these principles in our review of Sepehry-Fard’s various arguments.

**A. Jurisdiction**

Sepehry-Fard challenges the trial court’s exercise of both personal and subject matter jurisdiction. Neither challenge has merit.

“Personal jurisdiction is conferred by service on the tenant of the unlawful detainer summons and complaint.” (*Borsuk v. Appellate Division of Superior Court* (2015) 242 Cal.App.4th 607, 612.) Personal jurisdiction may be challenged by moving to quash service of the summons. (See *Stancil v. Superior Court* (2021) 11 Cal.5th 381, 402.) But a defendant’s general appearance forfeits objections to service. (See *Fireman’s Fund Ins. Co. v. Sparks Construction, Inc.* (2004) 114 Cal.App.4th 1135, 1147.) Because Sepehry-Fard not only answered the complaint but has asked the court to grant him the affirmative relief of an injunction and damages, he may not now contest personal jurisdiction based on an alleged defect in service. (See *In re Marriage of Obrecht* (2016) 245 Cal.App.4th 1, 7–8.) Nor do his claims of sovereign citizenship entitle him to at once invoke the court’s jurisdiction for his own ends and evade its jurisdiction as a defendant.<sup>3</sup>

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<sup>3</sup> To the extent Sepehry-Fard appears to question whether the property at issue is within the jurisdiction of the court, the county in which the real property is located is the

Sepehry-Fard also argues that the trial court lacked jurisdiction over this unlawful detainer proceeding because U.S. Bank lacked standing to foreclose. (See, e.g., *People ex rel. Becerra v. Superior Court* (2018) 29 Cal.App.5th 486, 496.) But U.S. Bank has properly pleaded facts supporting its standing to sue under section 1161a, and Sepehry-Fard has not articulated a viable challenge to U.S. Bank's allegations.

For the first time in various motions filed after his appellate briefing, Sepehry-Fard asserted that U.S. Bank is a defunct entity that therefore lacks standing. But Sepehry-Fard has not supplied evidence that would support this claim. His own evidence, for example, includes a printout from the Office of the Comptroller of the Currency's list of national banks active as of February 28, 2023, which identifies "U.S. Bank National Association" as an active national bank operating out of Ohio. Moreover, the Federal Deposit Insurance Corporation (FDIC) website information Sepehry-Fard provided merely reflects that "U.S. Bank National Association" with "FDIC Cert #" 5134 was succeeded, through merger or acquisition, by "U.S. Bank National Association" with "Cert – 6548," an "FDIC Insured" institution, on August 9, 2001.

## **B. Other Appellate Motions**

### **1. Sepehry-Fard's Motions to Augment**

This court construed four of Sepehry-Fard's motions to augment as requests for judicial notice and deferred them for consideration with the appeal. We now deny them.

When we review the correctness of the trial court's order, we generally only consider matters that were part of the record at the time the trial court entered the order. (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 444, fn. 3 (*Vons*).) A party on appeal cannot use the augmentation process to present materials that were not

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proper county for the trial of an unlawful detainer action. (§ 392.) The property is located in Santa Clara County.

before the trial court at the time of the order, including matters that occurred during the pendency of the appeal. (*Ibid.*; *In re K.M.* (2015) 242 Cal.App.4th 450, 456.) Nor do we normally take judicial notice of matters that were not before the trial court. (*Vons*, at p. 444, fn. 3.) The party seeking judicial notice must demonstrate the relevance of the materials to the issues in the appeal. (See *Doe v. City of Los Angeles* (2007) 42 Cal.4th 531, 544, fn. 4; *Roth v. Jelley* (2020) 45 Cal.App.5th 655, 678, fn. 10.)

Through the deferred motions, Sepehry-Fard seeks to augment the record only with trial court filings made after the trial court issued its December 2021 order denying his motion. Treated as requests for judicial notice, Sepehry-Fard has not demonstrated that the subjects of his requests are relevant to the dispositive issues on appeal. Sepehry-Fard's motions filed August 29, 2022; September 7, 2022; November 14, 2023; and November 15, 2023 are denied.<sup>4</sup>

## **2. Sepehry-Fard's Other Motions**

Sepehry-Fard's remaining motions<sup>5</sup> assert that U.S. Bank lacks standing as a defunct entity and that this court should hold an evidentiary hearing to determine the wrongdoing of all entities involved in the foreclosure; review additional trial court orders unrelated to the present appeal; and award damages from or impose sanctions on

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<sup>4</sup> Sepehry-Fard's October 24, 2024 motion for reconsideration and November 22, 2024 request for judicial notice are also denied. Both motions include requests for judicial notice, but Sepehry-Fard's apparent theory of relevance requires us to accept the truth of hearsay facts recited in the attached documents. (Cf. *Lockley v. Law Office of Cantrell, Green, Pekich, Cruz & McCort* (2001) 91 Cal.App.4th 875, 882.)

<sup>5</sup> These are a November 21, 2023 motion to strike U.S. Bank's opposition to certain motions to augment (and a November 22, 2023 application for leave to reply to the opposition); a November 27, 2023 request for an evidentiary hearing; a November 28, 2023 motion to strike; a November 29, 2023 request for relief for fraud on the court; a December 13, 2023 motion to strike U.S. Bank's merits brief; an August 26, 2024 motion to strike U.S. Bank's request for oral argument; an August 26, 2024 supplemental motion to strike U.S. Bank's request for oral argument; and a December 2, 2024 motion to strike U.S. Bank's opposition to a request for judicial notice.



U.S. Bank, its attorneys, and various nonparties for taking action against Sepehry-Fard's property without the legal right to do so. But Sepehry-Fard has not proffered any basis to question U.S. Bank's existence. And we can see no basis for precluding U.S. Bank from participating in this appeal, as the party against whom Sepehry-Fard sought the relief at issue in this appeal. Appellate motion practice in this appeal is not the proper context to litigate Sepehry-Fard's challenges to U.S. Bank's role in the foreclosure process or its prosecution of an unlawful detainer action; we lack a jurisdictional basis to try Sepehry-Fard's claims in the first instance. (See §§ 904.1, 906; *Jennings v. Marralle* (1994) 8 Cal.4th 121, 126; *Cahill v. San Diego Gas & Electric Co.* (2011) 194 Cal.App.4th 939, 946, 948–949 (*Cahill*); see also Cal. Const., art. VI, §§ 1, 10–11.)

We deny the motions dated November 21, 2023; November 22, 2023; November 27, 2023; November 28, 2023; November 29, 2023, December 13, 2023, August 26, 2024, and December 2, 2024.

**C. Unavailability of Affirmative Relief**

Because of the summary nature of an unlawful detainer action concerning the right to possession, defendants are generally not permitted to file cross-complaints or counterclaims. (See *Glendale Fed. Bank v. Hadden* (1999) 73 Cal.App.4th 1150, 1153 (*Glendale*); see also *Tide Water Assoc. Oil Co. v. Superior Court* (1955) 43 Cal.2d 815, 824.) We acknowledge that postremoval filings made in federal court may, in appropriate circumstances, be given effect after remand to state court. (See *Laguna Village, Inc. v. Laborers' Internat. Union of North America* (1983) 35 Cal.3d 174, 180–182 [reversing denial of motion for relief from default entered after remand, because defendant's motion to dismiss filed in federal court constituted a timely responsive pleading].) But Sepehry-Fard circumvented the trial court's denial of leave to cross-complain by improvidently removing the case to federal court, and on remand the trial court has denied his request for entry of default. We are aware of no authority that would either require the trial court to give effect to the cross-complaint it denied



Sepehry-Fard leave to file or permit us to do so, and Sepehry-Fard cites none. Nor does Sepehry-Fard cite authority suggesting that he may appeal from the denial of a request to enter default on a cross-complaint. (Cf. *Brown v. Sterling Fixture Co.* (1917) 175 Cal. 563, 565.) This is fatal to Sepehry-Fard's claim that the trial court erred in denying him injunctive and equitable relief.

Sepehry-Fard asked the trial court for an injunction barring U.S. Bank from harassing or contacting him. The stated purpose for this request was to stop "any and all actions against" him. On appeal, Sepehry-Fard says that U.S. Bank's attorneys are "harass[ing], intimidat[ing], demoniz[ing], stalk[ing]," and trying to "extort monies and properties" from him. (Sepehry-Fard also asserts that the foreclosure sale should be set aside and the unlawful detainer action should be dismissed.) We identify no error in the trial court's denial of these forms of relief on Sepehry-Fard's motion.

Sepehry-Fard has not stated a legal basis for the injunction he sought. Nor has he clearly identified the facts he believes specifically support his request for such an injunction. The affidavits he filed in the trial court focused on his difficulty in securing a reinstatement quote before the foreclosure sale, alleged irregularity in the 2017 foreclosure sale, and the sale price, and economic, physical, and emotional damage he reports as a result. Although Sepehry-Fard emphasizes the affidavits in his appellate briefing, he does not explain why the allegations therein entitle him to injunctive relief.<sup>6</sup>

We infer that what Sepehry-Fard sought to enjoin as harassment is U.S. Bank's prosecution of this unlawful detainer proceeding. We understand the theory of harassment as follows: (1) The foreclosure sale was corrupt and should be set aside;

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<sup>6</sup> Sepehry-Fard argues that "an un[]rebutted affidavit is truth." Even disregarding the trier of fact's discretion to make adverse credibility determinations (see, e.g., *Harris v. Stampolis* (2016) 248 Cal.App.4th 484, 497 [explaining substantial evidence review of order granting restraining order]), Sepehry-Fard has not shown that the facts, if true, would entitle him to the relief he seeks.

- (2) U.S. Bank’s unlawful detainer proceeding should accordingly be dismissed;
- (3) U.S. Bank’s continued prosecution of a baseless unlawful detainer is harassment to be enjoined. But Sepehry-Fard on appeal must establish that the trial court erred in rejecting of these inferential links, and he has not done so.

Preliminarily, we note that Sepehry-Fard has not articulated why an unlawful detainer action could be enjoined as harassment. Even under Code of Civil Procedure section 527.6, litigation activity cannot be considered part of a course of conduct of harassment. (See *Hansen v. Volkov* (2023) 96 Cal.App.5th 94, 104–105.) Nor has Sepehry-Fard identified any other conduct might entitle him to injunctive relief. (See *United Grand, supra*, 36 Cal.App.5th at p. 153.)

“[T]he traditional method” for challenging a consummated nonjudicial foreclosure sale “is a suit in equity to set aside the trustee’s sale.” (*Lona v. Citibank, N.A.* (2011) 202 Cal.App.4th 89, 103.) As a matter of process, Sepehry-Fard has not shown that a statutory proceeding for unlawful detainer is a proper vehicle for prosecuting any affirmative cross-claim, let alone a claim to set aside a nonjudicial foreclosure sale, whether identified as such or as injunctive relief preventing harassment. (See *Glendale, supra*, 73 Cal.App.4th at p. 1153.) Sepehry-Fard has demonstrated no entitlement to injunctive or equitable relief on this record.

We turn to whether the trial court erred in denying Sepehry-Fard’s requests as they relate to any defenses to the unlawful detainer complaint. In that vein, we could construe Sepehry-Fard’s reliance on the supporting evidence he supplied as a species of request for summary judgment or summary adjudication of U.S. Bank’s claim or any of his myriad asserted defenses to it. But construed as such, his request would generally be subject to section 437c’s procedural requirements. (See generally *Pianka v. State of California* (1956) 46 Cal.2d 208, 211–212 [explaining that statutory summary judgment procedure superseded prior common law procedure]; §§ 437c, subd. (s), 1170.7, 1177.) And the denial of a summary judgment motion is subject to writ review; it is not

appealable except from the entry of a final judgment. (See § 437c, subd. (m)(1) [“Upon entry of an order pursuant to this section, except the entry of summary judgment, a party may . . . petition an appropriate reviewing court for a peremptory writ”]; *Federal Deposit Ins. Corp. v. Dintino* (2008) 167 Cal.App.4th 333, 343.)

**D. *Sepehry-Fard’s Request for Monetary Relief***

Contending that U.S. Bank and others rigged the bidding process at the foreclosure sale, Sepehry-Fard sought damages. On appeal, he contends that he provided un rebutted evidence of damages due to bid-rigging, so he should have been granted “monetary relief.” Although the procedural limits on a defendant’s ability to seek affirmative relief would apply equally to a request for monetary relief, we lack discretion to reach the procedural merits of a nonappealable order, so we will not. As U.S. Bank observes, an interlocutory order denying damages is neither independently appealable under Code of Civil Procedure section 904.1 nor made appealable by Sepehry-Fard’s decision to include a claim for damages in his request for an injunction in this summary proceeding.

The trial court’s order denying injunctive relief is made appealable by Code of Civil Procedure section 904.1, subdivision (a)(6). But even if a defendant charged with unlawful detainer could affirmatively countersue for damages in the summary proceeding, the trial court’s order denying that relief is not independently appealable. (See generally *In re Marriage of Grimes & Mou* (2020) 45 Cal.App.5th 406, 418; *Cahill*, *supra*, 194 Cal.App.4th at p. 948.)

It is true that in reviewing the denial of injunctive relief, we also “may review . . . any intermediate ruling, proceeding, order or decision” that (1) “involves the merits,” (2) “necessarily affects the . . . order appealed from,” or (3) “substantially affects the rights of a party.” (§ 906; *Cahill*, *supra*, 194 Cal.App.4th at p. 946 [describing three statutory prerequisites as “alternative[s]”]; but see *Estate of Dayan* (2016) 5 Cal.App.5th 29, 38 [describing “three-part statutory test”].) But an “ ‘intermediate’ ” ruling is one “that led up to, or directly relates to, the judgment or order being appealed.” (*Cahill*, at

p. 948 [defining “ ‘intermediate’ ” to limit appealability of orders that substantially affect the rights of a party].) The fact that multiple requests are denied in a single order, however, does not necessarily make their denials uniformly appealable. (See *Oiye v. Fox* (2012) 211 Cal.App.4th 1036, 1060 [holding that discovery ruling included in order issuing injunction was not appealable because it was unrelated to the merits of the injunction and did not necessarily affect it].)

Relative to the denial of an injunction, the trial court’s denial of Sepehry-Fard’s request for damages is not an intermediate decision that involves the same merits, necessarily affects the appealed order, or substantially affects the rights of a party. We have inferred that Sepehry-Fard’s request for injunctive relief ultimately flows from an alleged irregularity in the foreclosure sale—the foreclosing trustee first announced postponement of the sale before reversing course and holding the sale. We recognize that Sepehry-Fard’s claim for damages begins with the same factual predicate, which he contends demonstrates that U.S. Bank artificially suppressed the sale price. But nothing in section 906 permits the appeal of a nonappealable order on the sole ground that it rests on a predicate fact common to the appealable one. The denial of damages turns here on his inability to prosecute such a claim by pretrial motion in an unlawful detainer proceeding. (See *Cahill, supra*, 194 Cal.App.4th at pp. 943–944, 946–947 [holding that order denying defendant’s motion for summary judgment on plaintiff’s personal injury claims was not reviewable on appeal from order dismissing defendant’s cross-complaint, which turned on assessment of whether plaintiff settled claims against cross-defendants in good faith].) The denial of injunctive relief turns on Sepehry-Fard’s inability to establish a legal right to enjoin an unlawful detainer proceeding as harassment. Because

the denial of a pretrial motion for damages is collateral to the denial of injunctive relief, we lack jurisdiction to review that issue. (See *id.* at p. 948.)<sup>7</sup>

### **III. DISPOSITION**

We affirm the December 17, 2021 order denying Sepehry-Fard's motion for (1) injunctive and equitable relief and (2) dismissal of the unlawful detainer action.

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<sup>7</sup> We express no opinion on the merit of any of Sepehry-Fard's potential substantive claims. To the extent we have not addressed any of Sepehry-Fard's specific contentions, the omitted contentions are immaterial to our analysis.

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LIE, J.

WE CONCUR:

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GROVER, Acting P. J.

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DANNER, J.

## APPENDIX F

Decision of California State Trial Court-No. 17cv314286

FILED

DEC 17 2021

Clerk of the Court  
Superior Court of CA County of Santa Clara  
BY R. Belligan DEPUTY

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA

U.S. BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR GREENPOINT MORTGAGE  
TRUST MORTGAGE PASS-THROUGH  
ORDER REGARDING 8/1/19  
CERTIFICATES, SERIES 2007-AR2

Plaintiff,

vs.

FAREED SEPEHRY-FARD,

Defendant.

Case No. 17CV314286

ORDER ON MOTION FOR AN  
INJUNCTION AND MONETARY  
RELIEF BY DEFENDANT FAREED  
SEPEHRY-FARD

This matter was before the Court on December 16, 2021 2021 for a hearing on a  
"Motion for an Injunction and Monetary Relief by Defendant Fareed Sepehry-Fard.  
Having reviewed and fully considered the supporting and opposing papers, the Court finds that  
Defendant's Motion is not supported by law or admissible evidence.  
Motion DENIED.

Dated: DEC 16 2021

  
Hon. Christopher G. Rudy  
Judge of the Superior Court





**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**  
DOWNTOWN COURTHOUSE  
191 NORTH FIRST STREET  
SAN JOSE, CALIFORNIA 95113  
CIVIL DIVISION

**FILED**

DEC 17 2021

Clerk of the Court  
Superior Court of CA County of Santa Clara  
By R. Belligan DEPUTY

RE: **U.S. Bank National Association et al vs Fareed Sepehry-Fard**  
Case Number: **17CV314286**

**PROOF OF SERVICE**

**ORDER ON MOTION FOR AN INJUNCTION AND MONETARY RELIEF BY DEFENDANT FAREED SEPEHRY-FARD** was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

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If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

**DECLARATION OF SERVICE BY MAIL:** I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on December 17, 2021. CLERK OF THE COURT, by Richelle Belligan, Deputy.

cc: Fareed Sepehry-Fard 12309 Saratoga Creek Dr SARATOGA CA 95070  
Mary K Sullivan Severson & Werson One Embarcadero Center #2600 San Francisco CA 94111-3627

# APPENDIX G

Decision of California State Supreme Court- No. S289032

MAR 26 2025

Court of Appeal, Sixth Appellate District - No. H049806

Jorge Navarrete Clerk

S289032

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Deputy

**IN THE SUPREME COURT OF CALIFORNIA**

**En Banc**

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT  
MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES  
2007-AR2, Plaintiff and Respondent,

v.

FAREED SEPEHRY-FARD, Defendant and Appellant.

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The petition for review is denied.

**GUERRERO**

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*Chief Justice*

# APPENDIX H

Decision of 6<sup>th</sup> California State Court of Appeal-No. H049806

**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

U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE FOR  
GREENPOINT MORTGAGE TRUST  
MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2007-AR2,

Plaintiff and Respondent,

v.

FAREED SEPEHRY-FARD,

Defendant and Appellant.

H049806  
(Santa Clara County  
Super. Ct. No. 17CV314286)

In September 2016, a trial judge struck Fareed Sepehry-Fard’s motion to disqualify her, reasoning that she could act because Sepehry-Fard’s “statement of disqualification on its face disclose[d] no legal grounds for disqualification.” (See Code Civ. Proc., §§ 170.3, subd. (c)(5), 170.4, subd. (b).)<sup>1</sup> On the same day, the trial judge granted a motion to declare Sepehry-Fard a vexatious litigant and entered a vexatious litigant prefiling order, which among other things generally prohibits Sepehry-Fard from filing any new litigation in California courts (including appeals arising from actions he initiated) unless he is represented by counsel or secures approval of the presiding justice

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<sup>1</sup> Undesignated statutory references are to the Code of Civil Procedure.

or presiding judge of the court in which the action is filed.<sup>2</sup> (See §§ 391, 391.7)

Sepehry-Fard appealed the disqualification ruling, the vexatious litigant designation, and the prefiling order in *Sepehry-Fard v. Select Portfolio Servicing Inc. et al.*, case number H044635, but his appeal was dismissed.

Years later and in another case, Sepehry-Fard applied for vacation of the prefiling order and his removal from the Judicial Council's vexatious litigant list.<sup>3</sup> Under section 391.8, subdivision (a), the judge who had issued the prefiling order considered the application and denied it. Sepehry-Fard nominally appeals from the denial, but the basis for his appeal is his contention that the trial court improperly denied his 2016 disqualification motion and, as a result, any order she entered involving him in any case after the disqualification motion is void. Sepehry-Fard's appeal thus also "challenges . . . the propriety of the prefiling order itself." (*In re Marriage of Rifkin & Carty* (2015) 234 Cal.App.4th 1339, 1346.)

But the denial of his application to vacate the vexatious litigant designation does not permit Sepehry-Fard to renew his original challenge to the propriety of those rulings. Nor has he substantiated his insistence that the trial judge was, or appeared, biased or corrupt. We affirm the trial court's denial of Sepehry-Fard's application to vacate.

## **I. BACKGROUND**

As the plaintiff in case number 16CV296244, Sepehry-Fard filed a statement of disqualification against the judge presiding in his case. Various defendants sought a declaration that Sepehry-Fard was a vexatious litigant and requested a prefiling order. In September 2016, the judge struck the statement of disqualification, declared Sepehry-Fard a vexatious litigant, and imposed a prefiling order. Sepehry-Fard filed a

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<sup>2</sup> The September 2016 orders were entered in *Sepehry-Fard v. Select Portfolio Servicing, Inc., et al.*, Santa Clara County Superior Court case number 16CV296244.

<sup>3</sup> Sepehry-Fard's application is not in the appellate record.

notice of appeal from all three orders. In 2017, this court denied his request to initiate the appeal.

As the plaintiff in *Sepehry-Fard v. Nationstar Mortgage, LLC, et al.*, Santa Clara County Superior Court case number 17CV310716, Sepehry-Fard filed an application to vacate the prefiling order and remove him from the vexatious litigant list. (Respondent U.S. Bank National Association (U.S. Bank) is among the defendants Sepehry-Fard named in that action.) In 2022, the original judge who entered the prefiling order denied Sepehry-Fard's application with a caption bearing the 16CV296244 case number.

Sepehry-Fard filed a timely notice of appeal—not as the plaintiff in 17CV310716 or 16CV296244, but as the defendant in the related unlawful detainer proceeding, *U.S. Bank National Association v. Sepehry-Fard*, Santa Clara County Superior Court case number 17CV314286. The notice of appeal bore the caption of the unlawful detainer proceeding but attached the order denying his application to vacate the prefiling order.

Citing *John v. Superior Court* (2016) 63 Cal.4th 91, Sepehry-Fard contended that the prefiling order did not require the presiding justice's approval of this appeal, because he was sued as a defendant. This court allowed the appeal to proceed.

For the record on appeal, Sepehry-Fard designated only documents from the unlawful detainer proceeding. But in his briefing, he identified himself as the plaintiff and respondent U.S. Bank, among others, as a defendant. His caption identified all three lower court case numbers—16CV296244, 17CV310716, and 17CV314286.

One result of Sepehry-Fard's election is that the clerk's transcript for this appeal—29 volumes spanning over 8,000 pages—consists exclusively of documents from the unlawful detainer proceeding but none from the actions in which either the September 2016 or January 2022 motions were litigated.<sup>4</sup> U.S. Bank, the plaintiff in case number

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<sup>4</sup> Sepehry-Fard makes only passing reference to the appellate record in his brief, and then only to a brief he filed in another appeal—citing his own prior argument as

17CV314286 and a defendant in case number 17CV310716, is the only party that has appeared as a respondent in this appellate proceeding.

## II. DISCUSSION

### A. *Jurisdiction*

Sepehry-Fard challenges the trial court’s subject matter jurisdiction on the ground that U.S. Bank lacks standing to sue him. We have rejected this same argument on the merits in his companion appeal, case number H049652. We note as well that his jurisdictional challenge is inapt here: Even if subject matter jurisdiction over the unlawful detainer were lacking, he chose to appeal in that proceeding even though the challenged orders arose in other actions—actions subject to the prefiling order but not *John v. Superior Court*, *supra*, 63 Cal.4th 91. His jurisdictional argument, then, could implicate the propriety of his appeal but not the propriety of the appealed orders.

Sepehry-Fard’s jurisdictional challenge does underscore the irregularity of his repurposing U.S. Bank’s unlawful detainer complaint to circumvent the prefiling order. His approach thus presents a section 391.7 prefiling question, albeit one that the presiding justice of this court had discretion to allow before record preparation or merits briefing. We do not consider this a jurisdictional question: Sepehry-Fard timely filed his notice of appeal, and the trial court’s order denying Sepehry-Fard’s application is appealable. (§ 904.1, subd. (a)(6); *Luckett v. Panos* (2008) 161 Cal.App.4th 77, 90.) “While the timely filing of a notice of appeal is an absolute jurisdictional prerequisite [citations], technical accuracy in the contents of the notice is not.” (*K.J. v. Los Angeles Unified School Dist.* (2020) 8 Cal.5th 875, 882–883, fn. omitted.) Once filed, the notice of appeal “ ‘is to be construed liberally in favor of its sufficiency,’ ” so a reviewing court must “evaluate whether the notice, despite any technical defect, nonetheless served its basic

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record support for his current argument. Otherwise, Sepehry-Fard relies principally on documents he attached to motions to augment the record.



function—to provide notice of who is seeking review of what order or judgment—so as to properly invoke appellate jurisdiction.” (*Id.* at p. 883.) This is intended to “ “protect the right of appeal if it is reasonably clear what [the] appellant was trying to appeal from, and where the respondent could not possibly have been misled or prejudiced” ’ ” and “to ‘implement the strong public policy favoring the hearing of appeals on the merits.’ ” (*Id.* at p. 882; see also *Kellett v. Marvel* (1936) 6 Cal.2d 464, 471 [“notices of appeal are liberally construed to preserve the right of review unless it appears that the respondent has been misled”].)

Sepehry-Fard’s decision to file the notice of appeal under the unlawful detainer case number did not undermine the notice’s basic function: it still provided notice that Sepehry-Fard was seeking review of the trial court’s order denying his application to vacate.

## **B. Appellate Motions**

### **1. Sepehry-Fard’s Motions to Augment**

Sepehry-Fard filed two motions to augment, which this court construed as requests for judicial notice and deferred for consideration with the appeal. After the close of briefing, Sepehry-Fard filed a third motion to augment. We will grant Sepehry-Fard’s November 16, 2023 motion in part and deny his November 20, 2023 and August 20, 2024 motions.

On appeal, we generally only consider matters that were part of the record at the time the trial court issued the challenged order. (*Vons Companies, Inc. v. Seabest Foods, Inc.* (1996) 14 Cal.4th 434, 444, fn. 3; see also *Estate of Sanchez* (2023) 95 Cal.App.5th 331, 336, fn. 5 [explaining that courts have “discretion to augment the record with materials that were before the trial court when it issued the order on appeal”].)

Reviewing courts “may take judicial notice of appropriate materials under Evidence Code section 451 et seq., where relevant to a material issue on appeal” (*Estate of Sanchez*, at p. 336, fn. 5), but “generally do not take judicial notice of evidence not presented to the

trial court absent exceptional circumstances” (*In re K.M.* (2015) 242 Cal.App.4th 450, 456). Where appropriate, courts may “take judicial notice of the *existence* of each document in a court file, . . . [but] not . . . the truth of hearsay statements in decisions and court files. [Citation.] Courts may not take judicial notice of allegations in affidavits . . . in court records because such matters are reasonably subject to dispute and therefore require formal proof.” (*Lockley v. Law Office of Cantrell, Green, Pekich, Cruz & McCort* (2001) 91 Cal.App.4th 875, 882 (*Lockley*).)

First, Sepehry-Fard requests augmentation with his earlier motion for “summary reversal” (boldface & capitalization omitted) in this appeal, which this court denied. Although the denial was without prejudice to Sepehry-Fard raising issues in his merits briefing, the motion itself has no relevance to the issues on appeal, as it came after the order Sepehry-Fard challenges. But construing the motion as a request for judicial notice of various exhibits, we will grant the request as to the following documents relevant to this appeal: (1) The September 30, 2016 order striking Sepehry-Fard’s statement of disqualification; (2) the September 30, 2016 order granting a defense motion to declare Sepehry-Fard a vexatious litigant, require Sepehry-Fard to furnish a security, and impose a prefiling order; and (3) the September 30, 2016 prefiling order. We otherwise deny the request.<sup>5</sup>

Second, Sepehry-Fard requests augmentation with transcripts from hearings in September and November 2016 in a federal bankruptcy action in which he unsuccessfully objected to the disposition of certain proceeds from a sale of real property. We discern

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<sup>5</sup> We note that the exhibits to the motion for summary reversal include several affidavits Sepehry-Fard apparently attached to a document titled “Plaintiff’s Affidavit of Truth and Statement Regarding Request for Entry of Default and Default Judgment to be Entered by the Clerk of Court.” (Boldface & some capitalization omitted.) Assuming these documents are court records, Sepehry-Fard does not demonstrate that they were before the trial judge ruling on the application, nor may we take judicial notice of the truth of the allegations within them.

no viable nexus between the bankruptcy proceeding and Sepehry-Fard's appellate arguments. Contrary to Sepehry-Fard's assertions, the transcripts have no tendency to show the trial judge he sought to disqualify was part of a larger conspiracy to prevent Sepehry-Fard from seeking redress in any forum for issues related to a sale of property in connection with the bankruptcy. To the extent Sepehry-Fard would have us take judicial notice of the transcripts for the truth of hearsay statements made at the hearing, we cannot do so. (*Lockley, supra*, 91 Cal.App.4th at p. 882.) We therefore deny the November 20, 2023 motion.

Third, Sepehry-Fard requests augmentation with many documents dating from 2016 to 2017 to support his assertion that money rightfully his was embezzled in the bankruptcy proceeding. Sepehry-Fard's theory of relevance to this appeal is that the trial court—by declaring him a vexatious litigant in his 2016 state action—aided and abetted the embezzlement in the bankruptcy proceeding. But augmentation would be improper because Sepehry-Fard has not shown that these records were before the trial court in connection with any of the relevant rulings.<sup>6</sup> And judicial notice would be improper because Sepehry-Fard has not shown how any properly noticeable facts in these

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<sup>6</sup> In what he styles as a supplemental motion to strike U.S. Bank's opposition to this motion to augment, Sepehry-Fard requests judicial notice of (1) the brief and (2) request for judicial notice he claims to have filed in opposition to the 2016 motion to declare him a vexatious litigant and impose a prefilings order. As we understand it, the purpose of this filing is to show that certain documents were placed before the trial court and that the trial judge erred in deeming Sepehry-Fard a vexatious litigant to such an extent that she herself is implicated in "fraud[]." Even if we were to overlook the procedural impropriety of this late request for judicial notice (see Cal. Rules of Court, rule 8.252(a); *Mangini v. R. J. Reynolds Tobacco Co.* (1994) 7 Cal.4th 1057, 1064 ["Requests for judicial notice should not be used to 'circumvent[]' appellate rules and procedures, including the normal briefing process"], overruled on another ground in *In re Tobacco Cases II* (2007) 41 Cal.4th 1257, 1276), neither document is file stamped or bears other proof of filing. So we deny the "supplemental" motion.

documents are relevant to the present appeal. We deny the August 20, 2024 motion to augment.

## **2. *Sepehry-Fard's Other Motions***

Sepehry-Fard moved to strike U.S. Bank's merits brief, its opposition to two of his motions to augment, and its request for oral argument, each time requesting sanctions. The premise of Sepehry-Fard's motions is that U.S. Bank—the plaintiff in the case number he appealed from—has no right to sue him (and, he adds, U.S. Bank's attorney has no right to represent it). But U.S. Bank's standing to sue Sepehry-Fard and any other issues relating solely to the unlawful detainer action are irrelevant to this appeal. Moreover, Sepehry-Fard's contention that U.S. Bank does not exist is belied by his own evidence. And Sepehry-Fard's other arguments—including those about the opportunities he has foregone due to the time he has spent engaged in litigation, his suggestion that his litigation opponents (and possibly also judges who have ruled against him) are subject to the death penalty, and his expatriation by declaration out of the “UNITED STATES, a federal corporation”—do not support his request to strike U.S. Bank's filings or otherwise further our review of the challenged order.

We deny Sepehry-Fard's November 28, 2023 motion to strike, December 13, 2023 motion to strike, August 21, 2024 motion to strike, August 26, 2024 motion to strike, and August 26, 2024 supplemental motion to strike U.S. Bank's request for oral argument, together with all associated requests for sanctions.

## **C. *Sepehry-Fard's Claim of Bias and His Challenge to the Order Striking his Statement of Disqualification***

Sepehry-Fard contends that the denial of his application to vacate is void because the judge had no authority to act. In his view, the judge lacked authority because he had disqualified her and filed “many crime reports against” her due to her “repeated

misconduct.”<sup>7</sup> Alluding to the same judge’s order striking his statement of disqualification, Sepehry-Fard contends that the order is trumped by notarized affidavits he collected charging the trial judge with bias against him. Further, Sepehry-Fard argues that the imposition of the prefiling order shows the courts to be helping attorneys and “quasi actors” steal Sepehry-Fard’s land and money.<sup>8</sup> Sepehry-Fard’s appeal, however, suffers from two independent defects.

First, as procedural matter, the merits of the September 2016 order striking his statement of disqualification and the contemporaneous prefiling order cannot now be challenged: The disqualification issue was cognizable only by a timely petition for writ of mandate (§ 170.3, subd. (d)), and the prefiling order became final in 2017, precluding him from challenging it again now (see *Estate of Sapp* (2019) 36 Cal.App.5th 86, 100 [explaining that dismissal of appeal with prejudice had the effect of affirming a judgment, so the appellant was barred from challenging the judgment in any other appeal]).<sup>9</sup>

Second, we have no record of the content of his later application to vacate that order or of the arguments he raised in the trial court. So the record he designated does not establish that he preserved any of his contentions for appeal. (See *Foust v. San Jose Construction Co., Inc.* (2011) 198 Cal.App.4th 181, 186, fn. 2; see *id.* at pp. 186–187; see also *Jameson v. Desta* (2018) 5 Cal.5th 594, 608–609.)

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<sup>7</sup> Sepehry-Fard contends that the trial judge was disqualified by virtue of a pending criminal indictment or information. (See Cal. Const., art. 6, § 18, subd. (a).) Accepting that Sepehry-Fard called for the trial judge’s prosecution, there is no indication that his call was heeded.

<sup>8</sup> Sepehry-Fard asserts that the trial judge “is being controlled” and is “temporally dead and or utterly corrupt.” Sepehry-Fard surmises that funds he maintains were embezzled from him in the 2016 bankruptcy proceedings, were wired to “unknown accounts” which “most likely” belonged to the trial judge and to a United States district judge who had also designated him a vexatious litigant.

<sup>9</sup> We reject Sepehry-Fard’s unsupported assertion that he can challenge the disqualification ruling at any time.

We nevertheless observe that the records Sepehry-Fard has since asked us to consider do not support his assertions. He proffers the opinions of a handful of affiants—opinions judicial notice would not permit us to consider. (See *Lockley, supra*, 91 Cal.App.4th at p. 882.) Even if we could treat these opinions as a proper matter for judicial notice, they are conclusory and lacking in factual foundation. And nothing in the transcript of a January 2020 hearing in another action suggests any impropriety by the trial judge.<sup>10</sup>

The trial judge was not disqualified from ruling on Sepehry-Fard’s application to vacate.<sup>11</sup> Sepehry-Fard was not deprived of his right to present the application to an unbiased judge. We reject Sepehry-Fard’s challenges to the order.<sup>12</sup>

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<sup>10</sup> Sepehry-Fard did not include the transcript in our record or make a proper request for judicial notice (see Cal. Rules of Court, rule 8.252), but instead noted in his briefing that the transcript was in the record of another of his appeals. Nevertheless, we have reviewed it.

<sup>11</sup> Sepehry-Fard suggests that the trial judge denied his application to thwart his attempts to secure discovery as an unlawful detainer defendant. But Sepehry-Fard has not supported this assertion by explaining how the prefiling order would preclude him from requesting discoverable matter and, as needed, requesting prefiling authorization for new litigation under section 391.7, subdivision (b).

<sup>12</sup> Beyond challenging the order, Sepehry-Fard asks that we award him damages for what he characterizes as (1) the trial judge’s deprivation of his rights under color of law (18 U.S.C. §§ 241, 242) and (2) the ruination of what would have been the 12 “best years” of his life. Sepehry-Fard also asks us to award him damages arising out of the foreclosure on a property in Saratoga. These claims are both beyond the scope of an appeal and unsupported by the record. To the extent there remain points in Sepehry-Fard’s briefing we have not specifically addressed, we have “exercise[d] our discretion to consider arguments for which we can discern a legal or factual basis in the briefs.” (*United Grand Corp. v. Malibu Hillbillies, LLC* (2019) 36 Cal.App.5th 142, 153.) “ ‘We are not obliged to make other arguments for [appellant] [citation], nor are we obliged to speculate about which issues [appellant] intend[ed] to raise.’ ” (*Ibid.*)

### **III. DISPOSITION**

We affirm the January 18, 2022 order denying Sepehry-Fard's application to vacate the prefiling order and remove him from the Judicial Council's vexatious litigant list.

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LIE, J.

WE CONCUR:

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GROVER, Acting P. J.

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DANNER, J.



# APPENDIX I

Decision of California State Trial Court-No. 17cv314286

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA</b> COURT ADDRESS: 191 North First Street, San José, CA 95113 MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San José, CA 95113 BRANCH NAME: Downtown Courthouse	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; text-align: center;">FILED</div> <div style="text-align: center;">JAN 18 2022</div>
PLAINTIFF: <b>FAREED SEPEHRY-FARD</b>	Clerk of the Court Superior Court of California, County of Santa Clara BY <i>[Signature]</i> DEPUTY
DEFENDANT: <b>SELECT PORTFOLIO SERVICING, INC, ET AL</b>	<b>D. Harris</b>
<b>REQUEST FOR ACTION</b>	CASE NUMBER: <b>16CV296244</b>

Date: 01/07/2022

To Judge: Honorable Mary Arand

- ☒ For your review and instruction  
☐ For your information  
☒ Other: Please see attached.

*[Signature]*  
 Legal Process Clerk D. Harris

*[Signature]*  
 Supervisor/Manager Approval

### Order of Court

- ☐ File Stamp  
☐ Place in File – No Action Required  
☐ Schedule Hearing  
☒ Order(s) as Follows:

See order on next page

Date: 1/14/2022

*[Signature]*  
 Judicial Officer

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Fareed :Sepehry-Fard@, Sul Juris FIRM NAME: STREET ADDRESS: c/o 12309 Saratoga Creek Dr. CITY: Saratoga TELEPHONE NO: 4086904612 E-MAIL ADDRESS: ahuraenergysciarcells@msn.com ATTORNEY FOR (name): Sul Juris-Fareed :Sepehry-Fard@		STATE BAR NUMBER: STATE: CA ZIP CODE: (95070) FAX NO:	FOR COURT USE ONLY  <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> <div style="text-align: center;">JAN 18 2022</div> <div style="text-align: center;">Clerk of the Court Superior Court of CA County of Santa Clara BY: <i>[Signature]</i> DEPUTY D. Harris       </div>
<input type="checkbox"/> COURT OF APPEAL, APPELLATE DISTRICT, DIVISION <input checked="" type="checkbox"/> SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose, California Republic (near: CA 95113) BRANCH NAME: San Jose Court House			
PLAINTIFF/PETITIONER: Fareed :Sepehry-Fard@			
<b>ORDER ON APPLICATION TO VACATE PREFILING ORDER AND REMOVE PLAINTIFF/PETITIONER FROM JUDICIAL COUNCIL VEXATIOUS LITIGANT LIST</b>		CASE NUMBER: 16cv296244	

Plaintiff/Petitioner Fareed :Sepehry-Fard@ requests that this court vacate the prefiling order and remove the vexatious litigant's name from the statewide list in the following case or cases (if more than one, list each separately):

Court: Santa Clara County Court

Court:

Case Name: Fareed :Sepehry-Fard@ v. Select Portfolio Servicing

Case Name:

Case Number: 16cv296244

Case Number:

Date prefiling order entered: 9-30-2016

Date prefiling order entered:

☐ Continued on Attachment (form MC-025)

☐ Granted

☒ Denied

Date: 1/14/2021

*[Signature]*  
PRESIDING JUSTICE OR JUDGE

The clerk is ordered to provide this order to the Judicial Council of California by fax at 415-865-4329 or by mail at the address below.

Vexatious Litigant Prefiling Orders  
Judicial Council of California  
455 Golden Gate Avenue  
San Francisco, California 94102-3688

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: <b>Fareed-Sepehry-Fard©, Sui Juris</b> FIRM NAME: <b>NA</b> STREET ADDRESS: <b>c/o 12309 Saratoga Creek Dr.</b> CITY: <b>City of Saratoga, Rancho Quito</b> STATE: <b>CA</b> ZIP CODE: <b>[95070]</b> TELEPHONE NO.: <b>4086904612</b> FAX NO.: E-MAIL ADDRESS: <b>ahuraenergysolarcells@msn.com</b> ATTORNEY FOR (name): <b>Sui Juris, non attorney</b>	FOR COURT USE ONLY
<input type="checkbox"/> COURT OF APPEAL, APPELLATE DISTRICT, DIVISION <input checked="" type="checkbox"/> SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: <b>191 North First Street</b> MAILING ADDRESS: <b>191 North First Street</b> CITY AND ZIP CODE: <b>San Jose, California Republic [near: CA 95113]</b> BRANCH NAME: <b>San Jose Court House</b>	
PLAINTIFF/PETITIONER: <b>Fareed-Sepehry-Fard©, Sui Juris</b>	
<b>APPLICATION FOR ORDER TO VACATE PREFILING ORDER AND REMOVE PLAINTIFF/PETITIONER FROM JUDICIAL COUNCIL VEXATIOUS LITIGANT LIST</b>	CASE NUMBER: <div style="font-size: 1.5em; font-family: cursive;">16CV296244</div>
Important, please read: This application must be filed in the court that entered the prefilling order, either in the action in which the prefilling order was entered or in conjunction with a request to the presiding justice or presiding judge to file new litigation under Code of Civil Procedure section 391.7. If you have made an application to vacate a prefilling order that was denied, you may not make another application to vacate in any California court until at least 12 months after the denial.	

1. I have been determined to be a vexatious litigant under the California Code of Civil Procedure section 391. This application requests that the court vacate its prefilling order and order my name removed from the statewide vexatious litigant list.

2. The prefilling order or orders were issued in the following case or cases (list all):

Court: Superior Court, Santa Clara County

Court: \_\_\_\_\_

Case Name: Fareed-Sepehry-Fard©, v. Select Portfolio Ser

Case Name: \_\_\_\_\_

Case Number: 16cv296244

Case Number: \_\_\_\_\_

Date prefilling order entered: \_\_\_\_\_

Date prefilling order entered: \_\_\_\_\_

☐ Continued on Attachment (form MC-025).

3. I request that the prefilling order be vacated under Code of Civil Procedure section 391.8. (Describe below the material change in the facts on which the order was granted and how the ends of justice would be served by vacating the order.)

There is no Plaintiff in Case Number 17cv314286, which is the nexus to this case, i: am moving this court to consolidate the cases; i.e. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 does not exist, did not exist, and did not pay for anything since it was never funded and did not have any monies to pay for anything, was not even formed properly, it is a rented name by Nationstar for a fee. Moreover, US Bank as Trustee stated publicly that US Bank Does not initiate, nor has any discretion or authority in the foreclosure process; Does not have responsibility for overseeing mortgage servicers; Does not mediate between the servicer(s) and investors in securitization deals; Does not manage or maintain properties in foreclosure; Is not responsible for the approval of any loan modifications; Also see Neil Garfield's blog concerning the same issues, to wit: <https://livinglies.me/2019/08/02/us-bank-and-deutsche-agree-that-they-should-not-be-named-as-plaintiffs-in-foreclosures/>

Also, Nationstar and its culprits are in clear violation of the law at inter alia unclean hands and violation of law at section 2924b, subdivision (g), i: am going to send you the audio and files of video recording (which is too big to send) and the audio file WERE SENT BY EMAIL TO ALL PARTIES INCLUDING JUDGE ZAYNER, JUDGE MINOUKIAN AND ATTORNEY SULLIVAN OF SEVERSON. THE SALE IS VOID BASED ON INTER ALIA UN'CLEAN HANDS DOCTRINE AND DEFENDANTS VIOLATION OF BED RIGGING AND VIOLATION OF 2924b, SUBDIVISION (g). ALL CASES RELATED MIS CONDUCT OF

WHICH IS THE NEXUS  
TO THIS CASE.

← THAT NEVER HAD A POWER OF ATTORNEY  
TO REPRESENT ALLEGED PLAINTIFF IN 17CV314  
286

ATTORNEYS C SEVERSON  
and NATIONSTAR

PLAINTIFF/PETITIONER:

*Fareed Sepelny-Ford*

CASE NUMBER

*16CV296244*

4. ☒ I have not made an application for an order to vacate a prefiling order in the last 12 months.

5. *On Attachment* (form MC-025) is a list of every case filed in the last five years in which I've been a plaintiff, cross-complainant, or defendant; the approximate number of motions I filed in each case, and the number of requests for new litigation that I have filed. (Include case name, case number, court in which filed, and date filed.)

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

12/20/2021

(DATE)

*Fareed-Sepelny-Ford*

(TYPE OR PRINT NAME OF DECLARANT)

BY: *Fareed Sepelny-Ford* UCCL-308  
(SIGNATURE OF DECLARANT)

SHORT TITLE: List of cases referenced in VL-120	CASE NUMBER: 16cy 296244 10716
--	--------------------------------------

ATTACHMENT (Number): \_\_\_\_\_

(This Attachment may be used with any Judicial Council form.)

See below, every case was dismissed at the complaint phase, none got to discovery, except in one case, where Severson attorneys seems to had hired mercenaries, armed men with military weapons to harm me and my family, the Severson attorneys for unknown reasons to me, were dismissed from the case, but the mercenaries response is due Jan 20th, 2022.

Please see attached all the cases, in Bankruptcy court, this court, USDC court and Federal court of claims.

- 1) 17CH007672 Severson & Werson, A Professional Corporation vs Fareed Sepehry-Fard Open 8/15/2017;
- 2) 17CV310716 Fareed Sepehry-Fard v. Nationstar Mortgage, LLC, et al 5/22/2017;

USDC

- 3) 3:20-mc-80069-RS Sepehry-Fard v. Department of Justice filed 04/09/20 closed 04/14/20
- 4) 4:19-cv-01601-JST Sepehry-Fard v. Patel et.al. filed 03/27/19 closed 10/03/19
- 5) 4:20-cv-02327-JSW Sepehry-Fard v. Department of Justice filed 03/30/20 closed 07/23/20
- 6) 5:18-cv-00862-EJD Sepehry-Fard et al v. U. S. Bank National Association et al filed 02/09/18 closed 04/12/18
- 7) 5:18-cv-02665-BLF Sepehry-Fard v. Santa Clara County Court filed 05/07/18 closed 11/16/18
- 8) 5:18-cv-03885-BLF Sepehry-Fard v. U. S. Bank National Association et al filed 06/28/18 closed 09/04/18
- 9) 5:20-cv-03585-EJD Sepehry-Fard v. Lee et al filed 05/29/20
- 10) 5:20-mc-80151-SVK Sepehry-Fard v. Kornberg et al filed 09/08/20 closed 09/10/20
- 11) 5:17-cv-02509-EJD Sepehry-Fard v. Johnson filed 05/02/17 closed 06/12/17
- 12) 5:17-mc-80053-LHK Sepehry-Fard v. Johnson filed 05/02/17 closed 05/02/17

plus 2 or 3 cases in Federal Court of Claims against US Inc., i: don't recall if it were 5 or more years, but it does not matter since they are all related to Nationstar and Severson, either directly or indirectly, which proves Severson attorneys have been harassing, demonizing, stalking, threatening and attempting to extort monies and properties from me even using armed militants and very corrupt actors and quasi actors without a power of attorney from the ghost, i.e. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR GREENPOINT MORTGAGE TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR2 .

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page \_\_\_\_\_ of \_\_\_\_\_

(Add pages as required)



From: F SF <ahuraenergysolarcells@msn.com>

Sent: Monday, December 20, 2021 3:57 PM

To: tzayner@scscourt.org <tzayner@scscourt.org>; smanoukian@scscourt.org <smanoukian@scscourt.org>

Subject: Case No. 17-CV-310716

Dear Judge Zayner,

Judge Manukian Issued an order suggesting that i: seek leave to file a motion to be able to prosecute Case No. 17cv310276, see attached.

Since there is no Plaintiff in Case Number 17cv314286 and even if it were and it is not, the alleged sale of my home is void for numerous reasons, inter alia, violation of, unclean hands doctrine, 2924b, subdivision (g). That statute provides that "It shall be unlawful for any person, acting alone or in concert with others, (1) to offer to accept or accept from another, any consideration of any type not to bid, or (2) to fix or restrain bidding in any manner, at a sale of property conducted pursuant to a power of sale in a deed of trust or mortgage."; as well as bid rigging [a criminal offense, also see attached article on bid rigging]. The audio files attached are self explanatory, and hence i: am entitled to defend my home against theft by strangers to me, to my home and to the alleged loan.

i: will file VL-120 tomorrow but it is also attached..

Please do note and in addition, that i: have a land patent on my home, i: never ever consented to this court and i: am defending my home against theft under duress. Please do also note that i: offered to pay the amount of the alleged debt, allegedly due, multiple times and made written offers to that effect, but Cross Defendants neither returned my offer, nor accepted my offer, nor rejected my offer, accordingly, i: am entitled to recoupment of my monies under California Commercial Code 3306 based on Fiduciary breach of respondents' fiduciary responsibilities at

California Commercial Code 3603 and Subsequent notice of breach of respondents' fiduciary duties at California Commercial Code 3307.

**Finally, there is a Decision and Order of the highest court in land - the Common Law Grand Jury, in court files, see attached.**

Please feel free to call or email me with any questions that you may have.

Fareed

4086904612

From: F SF

Sent: Wednesday, December 8, 2021 2:48 PM

To: Department20@scscourt.org <Department20@scscourt.org>; smanoukian@scscourt.org <smanoukian@scscourt.org>

Cc: Bernard Kornberg - e-Serve <bjk@severson.com>; j chilton - e-Serve <jtc@severson.com>; Mary Kate Sullivan

<mks@severson.com>; a barasch - e-Serve <anb@severson.com>

Subject: Case No. 17-CV-310716

[indorsed amended motion to CONSOLIDATE OR STAY-November 2021.pdf](#)

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

Dear judge Manoukian,

Attached please find:

1. Bookmarked AMENDED NOTICE OF VERIFIED MOTION TO CONSOLIDATE CASES OR ALTERNATIVELY STAY UNLAWFUL DETAINER AND VERIFIED MOTION; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION; [PROPOSED] ORDER, a hard indexed copy was also deposited in the mail box to your attention.
2. Order of judge Folan in Case Number 115cv289500 to Bernard J. Kornberg to authenticate the amount of the alleged debt, if any, and the alleged reinstatement amount, if any and Kornberg's dismissal of case after judge Folan's order, but then about 5 months after, without adhering to judge Folan's order, Kornberg and his culprits at Severson and Werson facilitated, aided and abetted selling my home to a ghost, with false and misleading notices of postponement of sale. Kornberg also dismissed his action in Case Number Case No. 115cv286835, see Exhibit A of attached motion to consolidate cases.

3. Audio is attached, and video[has been filed in 6th DCA and send to this court several times, it is too big to send over an email but i: will bring it with me to court at the hearing] of Nationstar , Clear Recon Corp, attorneys at Severson & Werson who coached this misconduct, and the auctioneer, in stealing my home, through a credit bid of less than half the value of my home on July 6, 2017 when they had noticed me and the public that the sale date of my home, for unknown reasons, had been postponed from July 6, 2017 to July 20th, 2017, but when everyone had left the auction cite due to misleading notice by the auctioneer, Nationstar and Clear Recon Corp except me and another witness, they transferred the trust deed of my home to an entity that never existed nor exists.
4. In addition, these entities conducted a void foreclosure sale knowing full well, that there are well in excess of a dozen instruments that i: had filed in Santa Clara County Recorder and in California Secretary of State against my home, including their notice of their default more than 10 years ago (see Exhibit D of attached motion) and a Lis Pendens (also see Exhibit D of attached motion) more than 6 weeks prior to their grand theft of my home, that is why Kornberg dismissed both his actions to clear the title on my home since he could not clear the title, and then knowing that the title to my home was utterly clouded, Severson attorneys filed their action as an unlawful detainer when they knew that i: had also revoked the power of attorney [that they never had], for the second time, and filed that in California Secretary of State for the second time and noticed them all, even assuming they had the POA, making them guilty of grand theft of my home, see attached my revocation of the alleged Plaintiff's and their culprits' POA.
5. i: have also attached two affidavits of two witnesses who witnessed this misconduct together with the certified transcripts of the audio and video files of the foreclosure sale, also see Exhibit B of attached motion.
6. The sale is void based on numerous reasons, inter alia, unclean hands doctrine, 2924b, subdivision (g). That statute provides that "It shall be unlawful for any person, acting alone or in concert with others, (1) to offer to accept or accept from another, any consideration of any type not to bid, or (2) to fix or restrain bidding in any manner, at a sale of property conducted pursuant to a power of sale in a deed of trust or mortgage."; bid rigging [a criminal offense, also see attached article on bid rigging].

Severson attorneys have been on notice and have received multiple times, the same evidence presented to you here and filed in court. In addition, i: requested leave to augment the record in my appeal to recuse Severson attorneys to 6th DCA, therefore the audio and video files, together with the transcripts of the audio and video files are also part of the 6th DCA files.

Please note, over the last approximately 10 years, ~ 12 attorneys from Severson & Werson who appeared in various cases, in various courts, against me, left Severson--including the recent departure of Bernard Kornberg, Joseph Guzzetta. Others who left were Frank Kim, Andrew Wood, Andrew Noble, Sandy Shatz (the ex head honcho of Countrywide), Michael Cross, William Aspinwall, and several others.

i: don't wish for any favors, all i: am wishing for here is for you to uphold and enforce the Constitution of this Republic and the laws of this state, these attorneys have caused so much heart ache and pain to me and to my family, that i: had to be rushed to emergency hospital, multiple times, due to sever suffering these attorneys from Severson and their culprits have caused me and to my family, continue to cause me and my family and literally have disabled me due to needless stress.

Please feel free to call or email me with any questions, if you feel an evidentiary hearing is proper *Sua Sponte*, please let me know. Again, i: reemphasize your Oath.

Regards

Fareed

4086904612



Fareed-Sepehry-Fard's Affidavit of Truth

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA )

ss. AFFIDAVIT OF TRUTH

1. Comes now your Affiant: Fareed-Sepehry-Fard® the natural living man, making these statements under oath, under the penalty of perjury under the laws of the State of California, the United States of America, California Republic 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:
2. Your Affiant makes this affidavit in the CITY OF SAN JOSE, COUNTY OF SANTA CLARA, on 10-21, 2019.
3. Your Affiant states that the facts described herein are true, complete and not misleading.
4. Your Affiant states that the undersigned has first hand knowledge of all the facts stated herein.
5. Your Affiant states and certifies that the attached Instrument:

Audio File of Postponement of Sale Date From July 6, 2017 to July 20, 2017 for Unknown Reasons

6. Your Affiant states if required, your Affiant can and will testify as to its true, exact, complete, unaltered and correct copy of the original.

Further Your Affiant sayeth naught.

Dated: 10-21, 2019

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

Fareed-Sepehry-Fard®

SEE ATTACHED INSTRUMENT

J.R.

# JURAT

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 21<sup>st</sup> day of OCTOBER, 2019 by Fareed-Sefehry-Land

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jim Kubon  
Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

AUDED FILE OF POSTNEMENT  
(Title or description of attached document)

OF SALE DATE FROM JULY 16/17  
(Title or description of attached document continued)

To JULY 20/2017 FOR UNKNOWN

Number of Pages 1 Document Date JULY 16/2017

REASONS

Additional Information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required, but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
True and Correct Copy of Transcripts of Audio File of Postponement of Sale Date From  
July 6, 2017 to July 20, 2017 for Unknown Reasons— Transcripts of Phone Call  
Conversation With Clear Recon Corp as the Alleged Foreclosure Trustee On July 6, 2017  
After the Theft of My Private Land and Home by Strangers to me and to my home**

[00:00:03]

**Please wait while I transfer your call.**

[00:00:15] [Fareed to Nasser in Persian]  
**are you recording?**

[00:00:37]

**ALDRIDGE PITE HOW I MAY ASSIST YOU?**

[00:00:40] [Fareed]

**Hi the Trustee sale number is 008259-CA**

[00:00:53] [ALDRIDGE PITE PERSON]

**YES SIR ONE MOMENT**

[00:01:14] [Nasser to Fareed speaking in Persian]

**They put a red flag there**

[00:01:26] [ALDRIDGE PITE PERSON]

**THIS IS SALWA HOW CAN I HELP YOU?**

[00:01:27] [Fareed]

**I am sorry, who is this again?**

[00:01:30] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**THIS IS SALA**

[00:01:32] [Fareed]

**Stella?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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After the Theft of My Private Land and Home by Strangers to me and to my home**

[00:01:34] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**SALVA**

[00:01:36] [Fareed]  
**Salva?**

[00:01:39] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**YES, HOW CAN I HELP YOU?**

[00:01:42] [Fareed]  
**Yes, Salva, the Trustee sale number is 008259-CA**

[00:01:50] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**YES**

[00:01:51] [Fareed]  
**What is the status on that?**

[00:01:55] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**THIS ONE WENT TO SALE AT 11**

[00:01:51] [Fareed]  
**Went to sale how can it**

[00:01:58] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**SO IT WENT IT WENT TO SALE I AM SORRY**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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[00:02:02] [Fareed]

**Yes go ahead**

[00:02:03] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**SO IT WENT TO SALE TODAY AND IT LOOKS LIKE IT WENT TO I  
JUST GOT THE RESULTS IT LOOKS LIKE IT WENT BACK TO  
NATIONSTAR**

[00:02:10] [Fareed]

**Went to Nationstar?**

[BACK GROUND NOISE IN THE STREET FROM A PERSON SHOUTING  
HAY]

[00:02:14] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**SO SO NO INTERESTED PARTY SO IT WENT BACK TO THEM**

[00:02:15] [Fareed]

**Ya....but I spoke with ah eh Serena who is the operating support**

[00:02:24] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**RECEPTIONIST?**

[00:02:34] [Fareed]

**Ya....operating support and eh and she told everybody that the sale was  
postponed to July the 20th**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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**[00:02:36] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OH SHE IS FROM OUR OFFICE?**

**[00:02:38] [Fareed]  
Yes Yes**

**[00:02:41] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OK EHM SO UPPER MANAGEMENT WITH NATIONSTAR AND OUR  
UPPER MANAGEMENT RECEIVED INSTRUCTIONS TO POSTPONE  
TO GO AHEAD WITH THE SALE**

**[00:02:51] [Fareed]  
Eh**

**[00:02:52] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
SO NATIONSTAR'S UPPER MANAGEMENT NOTIFIED OUR  
MANAGEMENT TO GO AHEAD WITH THE SALE**

**[00:02:58] [Fareed]  
So you know, I have to for my record, and by the way, I am I am recording  
this conversation for my records. But you see, they actually told everybody,  
everybody left the sale and it was actually listed also on various websites that  
it was postponed to July the 20th ...uh..**

**[00:03:22] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
WHAT WEBSITE WAS THAT?**



**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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[00:03:23] [Fareed]

**Several websites      Several websites..**

[00:03:26] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**I AM SORRY?**

[00:03:27] [Fareed]

**Several different websites    including like you know Property RADAR and  
others    So everybody left and uhm I don't think it is appropriate to you  
know conduct a sale without people being able to bid on it or the homeowner  
be present etc. etc.**

[00:03:47] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**YA UHM IN THE MORNING WE WERE NOTIFIED BY NATIONSTAR  
TO POSTPONE THE SALE BUT LATER ON LIKE UH THREE FOUR  
HOURS LATER UPPER MANAGEMENT WITH NATIONSTAR  
NOTIFIED OUR MANAGEMENT TO PROCEED WITH THE SALE**

[00:04:04] [Fareed]

**I see uhm so you said that you were notified by Nationstar at what time?**

[00:04:10] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]

**IT WAS UHM WELL IT WAS LATER ON IN THE AFTERNOON LIKE  
BEFORE NOON**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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[00:04:16] [Fareed]

**By uhm before noon and then at what time the upper management uhm  
instructed you**

[00:04:27] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**THAT IS WHAT THAT'S WHAT TIME I JUST I HAVE THE COMMENTS  
FROM THE REVIEWER IT WAS A LITTLE BEFORE NOON THAT WE  
WERE INSTRUCTED TO GO AHEAD WITH THE SALE**

[00:04:40] [Fareed]

**Ya can you**

[00:04:40] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**ACTUALLY OH SORRY ACTUALLY IT WAS A LITTLE AFTER 11**

[00:04:40] [Fareed]

**A little after 11?**

[00:04:46] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**A LITTLE AFTER THE SALE TIME**

[00:04:50] [Fareed]

**I am sorry, I completely missed you can you please uh repeat that again? It  
was before 11 uh that it was what? for**



**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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[00:05:00] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**NO IT WAS A LITTLE AFTER 11**

[00:05:02] [Fareed]  
**After 11 that what happened?**

[00:05:06] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**WE WERE NOTIFIED TO GO AHEAD WITH THE SALE**

[00:05:09] [Fareed]  
**We were notified and eh what time did you get the extension to July the  
20th?**

[00:05:21] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**THAT WAS IN THE MORNING AROUND 8 O'CLOCK 8 A.M.**

[00:05:25] [Fareed]  
**8 a.m. you were notified and you were notified by who to postpone the sale?**

[00:05:31] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**NATIONSTAR THROUGH THEIR SYSTEM NATIONSTAR'S SYSTEM**

[00:05:40] [Fareed]  
**Ya can you can you like eh eh jot this down on a piece of paper and fax  
to me for my records?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
True and Correct Copy of Transcripts of Audio File of Postponement of Sale Date From  
July 6, 2017 to July 20, 2017 for Unknown Reasons-- Transcripts of Phone Call  
Conversation With Clear Recon Corp as the Alleged Foreclosure Trustee On July 6, 2017  
After the Theft of My Private Land and Home by Strangers to me and to my home**

**[00:05:50] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
NO EHM EHM I JUST GAVE YOU THE INFORMATION**

**[00:05:53] [Fareed]  
Ok just to confirm your name is Salva Salva?**

**[00:05:50] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
YES**

**[00:05:59] [Fareed]  
Salva? yes?**

**[00:06:01] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
SELWA**

**[00:06:04] [Fareed]  
Sewa?**

**[00:06:10] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
YA SELWA**

**[00:06:14] [Fareed]  
Salwa Ok, and ehm what do you do Salwa at Clear Recon Corp?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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**[00:06:20] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
UHM POST SALE**

**[00:06:22] [Fareed]  
Hum?**

**[00:06:24] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
POST SALE**

**[00:06:26] [Fareed]  
Oh post sale Post sale what? post sale manager? representative or what?**

**[00:06:37] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
FORECLOSURE PROCESSOR**

**[00:06:44] [Fareed]  
Ya hum you know this why is it that you can not send me copies so that I  
have it for my records? in case I**

**[00:06:52] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OK, I ALREADY GAVE YOU THE INFORMATION DID YOU NEED  
ANYTHING ELSE?**

**[00:06:56] [Fareed]  
Ya, I would like to get all this documented I would like to get a copy**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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**[00:07:00] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
DID YOU HAVE OTHER QUESTIONS I CAN AH ANSWER?**

**[00:07:03] [Fareed]  
Ya, I would like**

**[00:07:04] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
WHEN WE WHEN WE RECORD THE TRUSTEE DEED YOU CAN  
OBTAIN A COPY OF IT WITH THE COUNTY RECORDER'S OFFICE**

**[00:07:11] [Fareed]  
Oh oh ehm so who is going to record eh record it?**

**[00:07:16] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
WE SEND IT TO OUR TITLE COMPANY AND IT WILL BE OF RECORD  
WITHIN A WEEK OR SO**

**[00:07:21] [Fareed]  
I see, who is the Title Company?**

**[00:07:24] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OK, SANTA THIS PROPERTY IS IN SANTA CLARA SO YOU WOULD  
CHECK WITH THE SANTA CLARA COUNTY RECORDER'S OFFICE**

**[00:07:32] [Fareed]  
Aha**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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After the Theft of My Private Land and Home by Strangers to me and to my home**

**[00:07:33] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
FOR A COPY OF THE RECORDED TRUSTEE DEED**

**[00:07:35] [Fareed]  
I see, but who is the Title Company who is going to**

**[00:07:39] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OK THAT IS UHM I AM NOT I CAN'T PROVIDE YOU WITH THAT  
INFORMATION THAT IS UHM OUR TITLE COMPANY BUT YOU CAN  
CHECK WITH COUNTY RECORDER'S OFFICE**

**[00:07:47] [Fareed]  
Ya, I mean, I would like to know who the Title Company is because this is  
obviously**

**[00:07:52] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
OK UHM YOU CAN WHEN IT RECORDS YOU CAN OBTAIN A COPY  
WITH COUNTY RECORDER'S OFFICE WITH THE SANTA CLARA  
COUNTY**

**[00:07:59] [Fareed]  
Ya**

**[00:08:00] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
THAT IS WHO YOU WOULD GET A COPY OF YOU WOULD HAVE TO  
GO TO COUNTY RECORDER'S OFFICE**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
True and Correct Copy of Transcripts of Audio File of Postponement of Sale Date From  
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[00:08:05] [Fareed]

**Ok**

[00:08:07] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**THAT IS HOW YOU WOULD OBTAIN A RECORDED DEED**

[00:08:10] [Fareed]

**Alright, ok**

[00:08:11] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**Ok**

[00:08:12] [Fareed]

**Thank you**

[00:08:12] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**THANK YOU**

[00:08:12] [Fareed]

**Bye**

[00:08:13] [ALDRIDGE PITE (CLEAR RECON CORP) PERSON]  
**AHAN, BYE**

[00:08:15] [Fareed speaking to Nasser in Persian]  
**Don't lose this.**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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After the Theft of My Private Land and Home by Strangers to me and to my home**

Further Secured Party Creditor sayeth naught.

**DATED:** October 29<sup>th</sup>, 2019

All Rights Reserve Waive None

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

*Fareed Sepehry-Fard*  
Fareed-Sepehry-Fard<sup>©</sup>

Fareed-Sepehry-Fard<sup>®</sup>'s Affidavit of Truth

STATE OF CALIFORNIA )

COUNTY OF SANTA CLARA )

ss. AFFIDAVIT OF TRUTH

1. Comes now your Affiant: Fareed-Sepehry-Fard<sup>®</sup> the natural living man, making these statements under oath, under the penalty of perjury under the laws of the State of California, the United States of America, California Republic 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:
2. Your Affiant makes this affidavit in the CITY OF SAN JOSE, COUNTY OF SANTA CLARA, on 10-21, 2019.
3. Your Affiant states that the facts described herein are true, complete and not misleading.
4. Your Affiant states that the undersigned has first hand knowledge of all the facts stated herein.
5. Your Affiant states and certifies that the attached Instrument:  
Video File of Postponement of Sale Date From July 6, 2017 to July 20, 2017 for Unknown Reasons
6. Your Affiant states if required, your Affiant can and will testify as to its true, exact, complete, unaltered and correct copy of the original.

Further Your Affiant sayeth naught.

Dated: 10-21, 2019

By: 

Fareed-Sepehry-Fard<sup>®</sup>

SEE ATTACHED JURAT J.R.



# JURAT

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 21<sup>st</sup> day of OCTOBER, 2019 by Fareed Sepehr-Farid

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jim Kubon  
Signature

(Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

VIDEO FILE OF POSTNEMENT  
(Title or description of attached document)

OF SALE DATE FROM JULY 16/2017  
(Title or description of attached document continued)  
TO JULY 20/2017 FOR UNKNOWN REASONS  
Number of Pages 1 Document Date JULY 16/2017

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ✦ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ✦ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
True and Correct Copy of Transcripts of Video File of Sale of My Home by the Auctioneer  
to an Entity that Does Not Exist and Never Existed at or About 11:43 a.m. on July 6, 2017  
After Auctioneer and Clear Recon Corp.'s Furnishing Notice of Postponement of Sale Date  
From July 6, 2017 to July 20, 2017 for Unknown Reasons**

Note: Due to Auctioneer's ambush in all of a sudden, his starting of the theft ("auctioning") of my land, the first part of his attempted grand theft of my land is missing from video capture of this misconduct.

Present were:

1. Fareed Sepehry-Fard who is and was the homeowner and witness--[Fareed]
2. Nasser Wahab Hamidi, witness--[Nasser]
3. Auctioneer who refused to introduce himself, even attorneys refused to furnish his name, his company's name, address, bond and other details to Fareed even under power of subpoena [Auctioneer]

\*\*\*\*\*

[00:00:00] [Auctioneer]

**Four hundred and thirty five thousand four hundred ninety eight dollars and seventy four cents. Are there any further bids?**

[00:00:07] [Fareed]

**What is it again?**

[00.00.09] [Auctioneer]

**For the second time, I have a low, high bid in the amount of one million four hundred forty five thousand four hundred ninety eight dollars and seventy four cents are there any further bids?**

[00.00.20][Fareed]

**But somebody is bidding it?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepéhry-Fard  
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[00.00.21][Auctioneer]

**Third and final time. I have a low, high bid in the amount of one million four hundred and forty five thousand four hundred ninety eight dollars and seventy four cents. Are there any further bids?**

[00.00.32][Fareed]

**Who who is bidding?**

[00.00.33][Auctioneer]

**There being no further bids. Their property is hereby sold back to the beneficiary. The beneficiary. The bank is bidding. The bid for one million four hundred and forty five thousand four hundred ninety eight dollars and seventy four cents.**

[00:00:45][Fareed]

**But I thought that the sale was postponed**

[00.00.48][Auctioneer]

**No sir.**

[00:00:49][Fareed]

**To July the 20th.**

[00.00.50][Auctioneer]

**No sir.**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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**[00:00:51][Fareed]**

**But I called the I called the trustee and I, they confirmed it, I have witnesses here.**

**[00:00:58][Nasser]**

**And you told us before you told us was postponed.**

**[00:0:59][Fareed]**

**And you told us it was postponed.**

**[00.01:01][Auctioneer]**

**I know, I said that. But the only way to be sure. I said they gave me information about this earlier, but I said that one would be sure to be here for sale at 11:00 O'clock.**

**[00:1:10][Fareed]**

**Yeah. But I called and they said its been postponed to July the 20th.**

**[00.01:14][Auctioneer]**

**Well they apparently they did not do that.**

**[00:01:20][Fareed]**

**They cannot do that. I mean, they cannot pull the thing over my head. Last minute.**

**[00:01:28][Auctioneer]**

**Was this your property?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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**[00:01:29][Fareed]**

**Yeah.**

**[00:01:30][Auctioneer]**

**You should you should have said something in the very beginning.**

**[00:01:33][Fareed]**

**Yeah I said it's my property. Everybody knows it's my property.**

**[00:01:35][Auctioneer]**

**Well, nobody nobody told me. You'd just now told me just now. But that I just  
do what they tell me to do. OK. That's what I did. And apparently nobody else  
wants to buy your property or else they would have been here, because  
everyone, those people that were here, they are people that bid on properties  
every day and they**

**[00:01:55][Nasser]**

**Well you told all that was postponed for July 20th**

**[00:02:01][Auctioneer]**

**Well, you have to click on something on those Web sites to be able to look at  
the Web sites that says that you'd be taking it as it is in all this other stuff and  
it's nothing is in stone on that stuff. And the only way to know is to be here,  
which is everybody's here, so**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
True and Correct Copy of Transcripts of Video File of Sale of My Home by the Auctioneer  
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From July 6, 2017 to July 20, 2017 for Unknown Reasons**

[00:02:17][Fareed]

**So, so what are they going to do now?**

[00:02:19][Auctioneer]

**Its ah back to the bank. Back to the beneficiary.**

[00:02:22][Fareed]

**So the, who is the bank?**

[00:02:23][Auctioneer]

**I don't know.**

[00:02:25][Fareed]

**And the**

[00:02:27][Auctioneer]

**Beneficiary, whoever the beneficiary was**

[00:02:28][Fareed]

**So who is where is the title company? who is the title company?**

[00:02:30][Auctioneer]

**I don't know.**

[00:02:31][Fareed]

**How you're going to find out?**

**Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepahry-Fard  
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**[00:02:32][Auctioneer]**

**I don't have to. I just do this. And then I told him and give them the  
information. It's Fidelity National title. Its the company that does this.**

**[00:02:40][Fareed]**

**Fidelity National title?**

**[00:02:41][Auctioneer]**

**Yeah, The're they're the ones that are in charge of**

**[00:02:43][Fareed]**

**Which branch is that do you know?**

**[00:02:44][Auctioneer]**

**I don't know**

**[00:02:47][Fareed]**

**Alright.**

**[00:02:48][Auctioneer]**

**I got to run**

**[00:02:49][Fareed]**

**Thank you, bye**

Case Number 17cv314286, Trustee for the defunct and closed trust v. Fareed-Sepehry-Fard  
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[00:02:49][Auctioneer]

Good luck

[00:02:50][Fareed]


Bye

\*\*\*\*\*

Further Secured Party Creditor sayeth naught.

DATED: October 29<sup>th</sup>, 2019

All Rights Reserve Waive None

By:   
Fareed-Sepehry-Fard<sup>®</sup>



## COVER PAGE

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF NEW YORK**  
• 445 Broadway; Albany, NY. 12207-2936 •

Natural Law Case No. 2019-1215-1776  
Depository Case No. 1:16-CV-1490  
Court of Record

## DECISION AND ORDER

**COURT OF ORIGIN:** Superior Court of the State of California, County of Santa Clara  
Case No. 17CV314286  
191 North First Street, San Jose, CA, 95113

**DEFENDANTS:** Judge Sunil R. Kulkarni  
191 North First Street, San Jose, CA, 95113  
Joseph W. Guzzetta  
One Embarcadero Center, STE 2600, San Francisco, CA 94111  
Bernard J. Kornberg  
One Embarcadero Center, STE 2600, San Francisco, CA 94111

**PLAINTIFF:** Fareed Sepehry-Fard  
12309 Saratoga Creek Dr., Saratoga, CA 95070

**UNITED STATES DISTRICT COURT**  
**FOR THE NORTHERN DISTRICT OF NEW YORK**  
• 445 Broadway, Albany, New York 12207-2936 •

Common Law Grand Jury,  
On behalf of the Plaintiff

Tribunal

- against -

Judge Sunil R. Kulkarni, Joseph W. Guzzetta,  
Bernard J. Kornberg

Defendants

**JURISDICTION:** Court of Record<sup>1</sup>

Natural Law Case No. 2019-1215-1776  
Depository Case No. 1:16-CV-1490

**DECISION AND ORDER**

COMES NOW the above-entitled Court of Record to review the record, summarily determine the facts, and dispose of the matter as law and justice require.<sup>2</sup> The plaintiff has petitioned the Grand Jury to join their case into the above entitled Court of Record for Justice. On or about September 22, 2017 notice was given via Amicus Curiae to the defendants by the Common Law Grand Jury, hereinafter Tribunal, concerning criminal activities by Nationstar Mortgage using the courts to commit a felony via a Non-Judicial Foreclosure. These are serious violations of the plaintiff's unalienable right of due process.

Said "Courts Not of Record" are "nisi prius<sup>3</sup> courts" that violate the plaintiff's unalienable right of due process protected by the 5<sup>th</sup> Amendment, the plaintiff's unalienable right to be secure in their property protected by the 4<sup>th</sup> Amendment, the plaintiff's unalienable right to trial by jury protected by the 7<sup>th</sup> Amendment, and the plaintiff's unalienable right to be tried in common law courts protected by the 7<sup>th</sup> Amendment.

*"Due course of law, this phrase is synonymous with "due process of law" or "law of the land" and means law in its regular course of administration through courts of justice".*  
Kansas Pac. Ry. Co. v. Dunmeyer 19 KAN 542.

<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.

<sup>2</sup> 28 U.S.C. §2243.

<sup>3</sup> NISI PRIUS: (Bouvier's Law, 1856-Edition) Where courts bearing this name exist in the United States, they are instituted by statutory provision. Black's Law Dictionary, 5th - "Prius" means "first." "Nisi" means "unless." A "nisi prius" procedure is a procedure to which a party FIRST agrees UNLESS he objects. A rule of procedure in courts is that if 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.

Decision and Order

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  - II. COURTS OF RECORD AND COURTS NOT OF RECORD
  - III. DUTY OF EVERY COURT OF RECORD
  - IV. CONCEALMENT OF NATURAL LAW COURTS
  - V. NATURAL LAW
  - VI. ABATEMENT OF NUISANCES BY SUMMARY PROCEEDINGS
  - VII. SUMMARY
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- 

### I. AUTHORITY OF THIS COURT TO INTERVENE

The Grand Jury is one of the ways that We the People Consent to the actions of our government.<sup>4</sup> If anyone has been deprived of their unalienable right, we will immediately grant full justice therein. The will of the Grand Jury is the opening and manifestation of due process<sup>5</sup> in a court of law. The Grand Jury is the "Sureties of the Peace" that we find in the Magna Carta<sup>6</sup> and ordained by the People through the 5<sup>th</sup> Amendment<sup>7</sup> and, thereby officially acknowledged as an unalienable right. They are the posterity of our founding fathers. They are We the People that ordained and established the Constitution for the officers of this court to proceed with authority. Failure to obey the Law will result in further action by the Grand Jury.

This court of record was opened by the Grand Jury, hereinafter the Tribunal in order to ensure Justice in our courts and to seek out enemies of our Constitution, both foreign and domestic for indictments against those who have polluted our Justice System in order to maintain the status quo on behalf of the

---

<sup>4</sup> Declaration of Independence: We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed.

<sup>5</sup> "Due course of law, this phrase is synonymous with "due process of law" or "law of the land" and means law in its regular course of administration through courts of justice." - Kansas Pac. Ry. Co. v. Dunmeyer 19 KAN 542.

<sup>6</sup> Magna Carta 61: "Move-over, for God and the amendment of our kingdom and for the better calming of the quarrel that has arisen between us and our elected and appointed stewards, we have ordained all these concessions, desiring that they should enjoy them in complete and firm endurance forever, we give and grant to them the underwritten security, namely, that the twenty-five who shall be bound by oath to observe and hold, and cause to observed peace and liberties we have granted and confirmed to them by this our present Charter, so that if we, or our justices, or our sheriffs or any one of our officers, shall in anything be at fault towards anyone, and if any of our civil servants shall have transgressed against any of the people in any respect and they shall ask us to cause that error to be amended without delay, or shall have broken some one of the articles of peace or security, and their transgression shall have been shown to four Jurors of the aforesaid twenty five and if those four Jurors are unable to settle the transgression they shall come to the twenty-five, showing to the Grand Jury the error which shall be enforced by the law of the land."

<sup>7</sup> Amendment V: No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury... nor be deprived of life, liberty, or property, without due process of law.



Deep State via the treasonous federal rule 2. Among the many tyrannical abuses, whereas our courts have become weaponized against the People, the most rampant are denial of Habeas Corpus and Non-Judicial Foreclosures that rob the People of their Liberty and Property.

*"If any of our civil servants shall have transgressed against any of the people in any respect; and, they shall ask us (Grand Jury) to cause that error to be amended without delay; or, shall have broken some one of the articles of peace or security; and, their transgression shall have been shown to four Jurors of the twenty five; and, if those four Jurors are unable to settle the transgression, they shall come to the twenty-five, showing to the Grand Jury the error which shall be enforced by the law of the land." - Magna Carta, June 15, A.D. 1215, 61 (First recorded Grand Jury)*

Justice Powell, in *United States v. Calandra*, 414 U.S. 338, 343 (1974), stated: "The institution of the grand jury is deeply rooted in Anglo-American history; [n3] In England, the grand jury [p343] served for centuries, both as a body of accusers, sworn to discover, and present for trial, persons suspected of criminal wrongdoing; and, as a protector of citizens against arbitrary and oppressive governmental action. In this country, the Founders thought the grand jury so essential to basic liberties, that they provided, in the Fifth Amendment, that federal prosecution for serious crimes can only be instituted by a 'presentment or indictment of a Grand Jury'. Cf. *Costello v. United States*, 350 U.S. 359, 361-362 (1956). The grand jury's historic functions survive to this day. Its responsibilities determination whether there is probable cause to believe a crime has been committed, and the protection of citizens against unfounded criminal prosecutions. *Branzburg v. Hayes*, 408 U.S. 665, 686-687 (1972)."

## II. COURTS OF RECORD AND COURTS NOT OF RECORD

"Courts of record being those whose acts and judicial proceedings are enrolled; or recorded, for a perpetual memory and testimony, and which have power to fine or imprison for contempt. Courts not of record are those of inferior dignity, which have no power to fine or imprison, and in which the proceedings are not enrolled or recorded."<sup>8</sup> The latter courts are 'courts of equity' meaning court of statutes or code, a court for subjects namely municipalities, government agencies and their agents, and corporations. A court which has jurisdiction in equity, which administers justice and decides controversies in accordance with the rules, principles, and precedents of equity, and which follows the forms and procedure of chancery; as distinguished from a court having the jurisdiction, rules, principles, and practice of the common law."<sup>9</sup> "A court of law in a wide sense is any duly constituted tribunal administering the laws of the state or nation; in a narrower sense, a court proceeding according to the course of the common law and governed by its rules and principles, as contrasted with a court of equity."<sup>10</sup>

Under federal Law, which is applicable to all states, the U.S. Supreme Court stated that "if a court is without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void, and form no bar to a recovery sought, even prior to a reversal in opposition to them. They

<sup>8</sup> 3 Bl. Comm. 24; 3 Steph. Comm. 383; *The Thomas Fletcher*, C.C.Ga., 24 F. 481; *Ex parte Thistleton*, 52 Cal 225; *Erwin v. U.S.*, D.C.Ga., 37 F. 488, 2 L.R.A. 229; *Heininger v. Davis*, 96 Ohio St. 205, 117 N.E. 229, 231.

<sup>9</sup> *Thomas v. Phillips*, 4 Smedes & M., Miss., 423.

<sup>10</sup> *Blacks Law*

constitute no justification and all persons concerned in executing such judgments or sentences are considered, in law, as trespassers."<sup>11</sup>

"If then the courts are to regard the constitution; and the constitution is superior to any ordinary act of the legislature; the constitution, and not such ordinary act, must govern the case to which they both apply. Those then who resist the principle that the constitution is to be considered, in court, as a paramount law, are reduced to the necessity of maintaining that courts must close their eyes on the constitution, and see only the law. This doctrine would subvert the very foundation of all written constitutions. It would declare that an act, which, according to the principles and theory of our government, is entirely void, is yet, in practice, completely obligatory. It would declare that if the legislature shall do what is expressly forbidden, such act, notwithstanding the express prohibition, is in reality effectual. It would be giving to the legislature a practical and real omnipotence with the same breath which professes to restrict their powers within narrow limits. It is prescribing limits, and declaring that those limits may be passed at pleasure."<sup>12</sup> -

*"It is in these words: 'I do solemnly swear that I will administer justice without respect to persons, and do equal right to the poor and to the rich; and that I will faithfully and impartially discharge all the duties incumbent on me as according to the best of my abilities and understanding, agreeably to the constitution and laws of the United States.' Why does a judge swear to discharge his duties agreeably to the constitution of the United States, if that constitution forms no rule for his government, if it is closed upon him and cannot be inspected by him? If such be the real state of things, this is worse than solemn mockery. To prescribe, or to take this oath, becomes equally a crime."<sup>13</sup>*

In conclusion and in fact the aforesaid court of origin is 'Not a Court of Record' it is a nisi prius court that cannot proceed without the agreement of all parties involved. Furthermore, and most importantly a 'Court Not of Record' has absolutely no authority to proceed with any criminal action because there is no due process.

### III. DUTY OF EVERY COURT OF RECORD

"It is the duty of the courts to be watchful for the Constitutional rights of the citizen and against any stealthy encroachments thereon."<sup>14</sup> "It will be an evil day for American Liberty if the theory of a government outside supreme law finds lodgment in our constitutional jurisprudence. No higher duty rests upon this Court than to exert its full authority to prevent all violations of the principles of the Constitution."<sup>15</sup> "Judges have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution."<sup>16</sup>

"It may be that it is the obnoxious thing in its mildest form; but illegitimate and unconstitutional practices get their first footing in that way; namely, by silent approaches and slight deviations from legal modes of procedure. This can only be obviated by adhering to the rule that constitutional

<sup>11</sup> Basso v. UPL, 495 F.2d 906; Brook v. Yawkey, 200 F. 2d 633; Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

<sup>12</sup> Marbury v. Madison, 5 U.S. 137 (1803) 5 U.S. 137 (Cranch) 1803.

<sup>13</sup> MARBURY v. MADISON, 5 U.S. 137 (1803) 5 U.S. 137 (Cranch) 1803.

<sup>14</sup> Boyd v. United States, 116 U.S. 616, 635

<sup>15</sup> Downs v. Bidwell, 182 U.S. 244 (1901)

<sup>16</sup> Cohen v. Virginia, (1821), 6 Wheat. 264 and U.S. v. Will, 449 U.S. 200



provisions for the security of persons and property should be liberally construed. A close and literal construction deprives them of half their efficacy, and leads to gradual depreciation of the right, as if it consisted more in sound than in substance. It is the duty of the Courts to be watchful for the Constitutional Rights of the Citizens, and against any stealthy encroachments thereon. Their motto should be *Obsta Principiis*."<sup>17</sup>

#### IV. CONCEALMENT OF NATURAL LAW COURTS

Judges that conceal our Natural Law Courts under the scheme titled "Federal Rule 2" are in violation of 18 USC §1001<sup>18</sup> and 18 USC §1519.<sup>19</sup> According to the Federal Judicial Center,<sup>20</sup> a government agency, on September 16, 1938, pursuant to its fictional authority, under the repugnant "Rules Enabling Act of 1934" stated:

*"The Supreme Court enacted uniform rules of procedure for the federal courts. Under the new rules, suits in equity and suits at common law were grouped together under the term "civil action," claiming that "rigid application of common-law rules brought about injustice."<sup>21</sup>*

Rules are not law; rules are nothing more than prescribed conduct in a particular area. Congress was clear under Title 28 §2072(b) where they stated;

*"Such rules shall not abridge, enlarge or modify any substantive right. All laws in conflict with such rules shall be of no further force or effect, after such rules have taken effect."*

<sup>17</sup> *Boyd v. United*, 116 U.S. 616 at 635 (1885)

<sup>18</sup> 18 U.S. Code § 1001 (a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; ... shall be fined under this title, imprisoned not more than 5 years or, if the offense involves international or domestic terrorism (as defined in section 2331), imprisoned not more than 8 years, or both. If the matter relates to an offense under chapter 109A, 109B, 110, or 117, or section 1591, then the term of imprisonment imposed under this section shall be not more than 8 years.

<sup>19</sup> 18 U.S. Code § 1519 Whoever knowingly alters, destroys, mutilates, conceals, covers up, falsifies, or makes a false entry in any record, document, or tangible object with the intent to impede, obstruct, or influence the investigation or proper administration of any matter within the jurisdiction of any department or agency of the United States or any case filed under title 11, or in relation to or contemplation of any such matter or case, shall be fined under this title, imprisoned not more than 20 years, or both.

<sup>20</sup> The Federal Judicial Center is the research and education agency of the judicial branch of the United States Government. The Center supports the efficient, effective administration of justice and judicial independence. Its status as a separate agency within the judicial branch, its specific missions, and its specialized expertise enable it to pursue and encourage critical and careful examination of ways to improve judicial administration. The Center has no policy-making or enforcement authority; its role is to provide accurate, objective information and education and to encourage thorough and candid analysis of policies, practices, and procedures. <https://www.fjc.gov/history/timeline/federal-rules-civil-procedure-merge-equity-and-common-law>

<sup>21</sup> Federal Rules of Civil Procedure Merge Equity and Common Law - September 16, 1938: In 1938, pursuant to its authority under the Rules Enabling Act of 1934, the Supreme Court enacted uniform rules of procedure for the federal courts. Among the changes wrought by the rules was the elimination the federal courts' separate jurisdiction over suits in equity (a centuries-old system of English jurisprudence in which judges based decisions on general principles of fairness in situations where rigid application of common-law rules would have brought about injustice). Under the new rules, suits in equity and suits at common law were grouped together under the term "civil action." - Federal Judicial Center (FJC)

Therefore, under §2072(b), Rule 2 is of "no force or effect" and any judge that covertly abuses their authority by concealing and abridging the "Supreme Law of the Land" is guilty of Treason.<sup>22</sup> Judges do not possess the power to abrogate the Natural law.

*"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them"* – Miranda v. Arizona, 384 U.S.

All judges are bound by oath,<sup>23</sup> to support the Constitution. If anything in the Constitution or laws of any State to the contrary is notwithstanding<sup>24</sup> how much more a rule?

## V. NATURAL LAW

*"The Constitution for the United States of America acknowledges the Peoples' right to the common law of England as it was in 1789. What is that common law? It does not consist of absolute, fixed and inflexible rules; but, broad and comprehensive principles based on justice, reason, and common sense..."*<sup>25</sup>

The Natural Law is also the Magna Carta,<sup>26</sup> as authorized by the Confirmatio Cartarum, if the accused so demands.<sup>27</sup> The Confirmatio Cartarum succinctly says, "our justices, sheriffs, mayors, and other ministers, which, under us have the laws of our land to guide, shall allow the said charters pleaded before them, in judgment in all their points; that is, to wit, the Great Charter as the common law and the Charter of the forest, for the wealth of our realm."<sup>28</sup> In other words, the King's men must allow the Magna Carta to be pleaded as the common law if the accused so wishes it.

Magna Carta says, "Henceforth the Writ which is called Praeceptum shall not be served on anyone for any holding so as to cause a free man to lose his court."<sup>29</sup> In this case, the free man's court is the court of record of the plaintiff, as above entitled. The Constitution for the United States of America, Article III, Section 2-1, says, "The judicial Power shall extend to all Cases, in Law<sup>30</sup> and Equity, arising under this Constitution, the Laws of the United States..." The judicial power is thusly extended to this Non-Judicial Foreclosure case at law in all courts of record.

<sup>22</sup> 1938 COUP an act of Treason – The United States Supreme Court and Federal Judiciary claim rules are law thereby abrogating "Law and Equity," placing "God's Natural Law" under their jurisdiction, the "United States Constitution" under their jurisdiction, all "State Constitutions" under their jurisdiction, and "We the People" under their jurisdiction. This action is the very definition of a coup.

<sup>23</sup> Article VI Clause 3: The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution;

<sup>24</sup> Article VI Clause 2: This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding.

<sup>25</sup> Miller v. Monsen, 37 N.W.2d 543, 547, 228 Minn. 400.

<sup>26</sup> June 15, 1215, King John I.

<sup>27</sup> November 5, 1297, King Edward I.

<sup>28</sup> Confirmatio Cartarum, Article I, Clause 3.

<sup>29</sup> Magna Carta, Article 34.

<sup>30</sup> IN/AT LAW: Blacks 4th This phrase is used to point out that a thing is to be done according to the course of the common law; it is distinguished from a proceeding in equity.



Considering the matter that has arisen under the Constitution and laws of the United States, the above-entitled court of record, invoking the extension of the judicial power of the United States upon a case in law, is proceeding according to the natural law as sanctioned by the Constitution.

This court accepts the duty obligation to proceed promptly to enforce rights asserted under the federal Constitution. Thus, this court has the subject matter jurisdiction to examine, and act, upon the Petition to intervene. Further, the parties were duly served personally with a copy of the Amicus Curiae thus this court has "in personam jurisdiction."

## VI. ABATEMENT OF NUISANCES BY SUMMARY PROCEEDINGS

The Common Law permits the Destruction of the Abatement of Nuisances by Summary Proceedings. - 16 American Jurisprudence 2<sup>nd</sup>, Section 114: "*As to the construction, with reference to Common Law, an important canon of construction is that constitutions must be construed to reference to the Common Law. The Common Law, so permitted destruction of the abatement of nuisances by summary proceedings and it was never supposed that a constitutional provision was intended to interfere with this established principle and although there is no common law of the United States in a sense of a national customary law as distinguished from the common law of England, adopted in the several states. In interpreting the Federal Constitution, recourse may still be had to the aid of the Common Law of England. It has been said that without reference to the common law, the language of the Federal Constitution could not be understood.*"

## V. SUMMARY

The Amicus Curiae revealed the fraud upon the People committed by mortgages companies and municipalities that are Securitizing Mortgages and Tax Foreclosures that has become a common and growing white collar swindle that is illegal primarily because of "Antitrust Law Violations," consisting of specific violations such as usury, fraud, conspiracy, forgery and robo-signing. When victims are robbed because State and Federal Legislators pass unconstitutional legislation and State Constitutional Courts sanction non-judicial foreclosures by looking the other way, thereby giving the appearance of due process, this constitutes RICO and wars against the Constitution.

Securitization is the financial practice of pooling various types of contractual debt such as residential mortgages, commercial mortgages, auto loans or credit card debt obligations (or other non-debt assets which generate receivables); and, selling their related cash flows to third party investors as securities, which may be described as bonds, pass-through securities or collateralized debt obligations (CDOs). Investors are repaid from the principal and interest cash flows collected from the underlying debt which is redistributed through the capital structure of the new financing. Securities backed by mortgage receivables are called mortgage-backed securities (MBS), while those backed by other types of receivables are asset-backed securities (ABS). It was the private, competitive mortgage securitization that played an important role in the U.S. subprime mortgage crisis.



**CLARIFICATION:** Were these mortgage companies and municipalities able to legally foreclose on the property, they would do so by filing the foreclosure in the State Court to acquire a judgment; then bring it to the Sheriff for collection. The problem is that they cannot produce proof of claim and fiduciary authority over the property and without these two affidavits, they cannot open a lawful court case to provide "due process" necessary for a lawful seizure of the property. So the BAR, banks, municipalities and mortgage cartels devised a plan to bypass "due process" by lobbying and convincing state legislators, who either consciously conspired, or, because constitutional principles are unbeknownst to them, ignorantly conspired to write unconstitutional "non-judicial foreclosure statutes" that proceed "in rem"<sup>31</sup>, which is a process to seize properties without due process whereas the party seizing the property has a "sworn proof of claim" and sworn proof of fiduciary authority. Even this can be challenged and thereby must be heard in a court of law.

Such practice without these two affidavits moves the presumption of law from "innocent until proven guilty" to "guilty with no opportunity to defend." This turns American Jurisprudence<sup>32</sup> on its head by removing any opportunity for their victims to be heard. This Provides absolute control to defraud without consequence by nefarious mortgage holders and municipalities which there seems to be no shortage of. As well as de facto courts which often allow the non-judicial foreclosure filings without the signature of a judge which secures by oath that justice was served. The "Law of the Land" a/k/a "the Supremacy Clause of the Constitution"<sup>33</sup> requires judges' obedience to "Due Process."

Amendment V - No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment... nor be deprived of life, liberty, or property, without due process of law; and Amendment IV - The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

Congress can make no law that would provide for a statutory construction which would negate the unalienable rights of the People; which is what would be required in order to make a State a "Non-Judicial Foreclosure State." Therefore, no State can establish "Non-Judicial Foreclosure Laws." Such Congressional and/or State actions would negate the following unalienable rights protected by the Constitution and expected to be enforced by the Sheriff:

- (1) The unalienable right protected by the 4<sup>th</sup> Amendment to be secure in their property,
- (2) The unalienable right protected by the 5<sup>th</sup> Amendment to due process,
- (3) The unalienable right protected by the 7<sup>th</sup> Amendment to trial by jury, and
- (4) The unalienable right protected by the 7<sup>th</sup> Amendment to common law courts.

<sup>31</sup> ACTION IN REM. In the civil and common law. An action for a thing; an action for the recovery of a thing possessed by another.

<sup>32</sup> JURISPRUDENCE: The philosophy of law, or the science which treats of the principles of positive law and legal relations; American Jurisprudence is the written law, constitution and principles every judge must obey.

<sup>33</sup> "This Constitution, and the laws of the United States which shall be made in pursuance thereof; and, all treaties made, or which shall be made, under the authority of the United States, shall be the Supreme Law of the Land; and, the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding." - Constitution for the United States of America Article VI

Rights are unalienable<sup>34</sup> and cannot be transferred.<sup>35</sup> Any contract that would pass or hand over an unalienable right is null and void. The "Burden of Proof" is on the foreclosing party. All parties to a Non-Judicial Foreclosure cannot prove their case; nor can they prove their right to sell someone's property without progressing to a Final Judgment in a court of law. Any court that ignores these facts and/or proceeds with a Summary Judgment becomes complicit to the robbery. This violates the victim's rights under Color of Law, thereby giving a reason to move the Case for Cause to an Article III Federal District Court for both criminal and civil remedy.

## VIII. DECISION AND ORDER

Because the defendants have made no Return, the court must rule solely upon the evidence before it, as provided by the plaintiff. Seneca wrote, *"He who decides a case with the other side unheard, though he decide justly, is himself unjust."*<sup>36</sup> Mindful of the wisdom of Seneca, we proceed. This court has taken judicial notice of the Federal Rules of Civil Procedure, Title 28, United States Code, insofar as it is not repugnant to the common law. Rule 55 regarding default<sup>37</sup> is applied here.<sup>38</sup> The record shows that an Amicus Curiae was filed and served. The defendants have been duly served; and, the defendants have not made; and, apparently cares not to make a Return. This question of timeliness constitutes a special circumstance justifying deviation from the exhaustion of rule. Exhaustion is not required where procedural obstacles make theoretically available processes unavailable. Where the available State procedure does not offer swift vindication of the plaintiff's rights; and, where

<sup>34</sup> UNALIENABLE: Inalienable; incapable of being alienated, that is, sold and transferred. *Black's 4<sup>th</sup>*.

<sup>35</sup> TRANSFER: To convey or remove from one place, person, etc., to another; pass or hand over from one to another; specifically to make over the possession or control of (as, to transfer a title to land); sell or give. *Chappell v. State*, 216 Ind. 666, 25 N.E. 2d 999, 1001.

<sup>36</sup> Seneca's *Medea*.

<sup>37</sup> Federal Rules of Civil Procedure, Rule 55. Default: (a) Entry. When a party against whom a Judgment for Affirmative Relief is sought, has failed to plead, or otherwise defend, as provided by these rules; and, that fact is made to appear [has been brought before the court] by Affidavit or otherwise, the clerk shall enter the party's Default; (b) Judgment; Judgment by Default may be entered as follows: (1) By the Clerk: When the plaintiff's claim against a defendant is for a sum certain, or for a sum which can, by computation, be made certain, the clerk, upon request of the plaintiff, and upon Affidavit of the amount due, shall enter Judgment for that amount and costs, against the defendant, if the defendant has been defaulted for failure to appear, and is not an infant or incompetent person. (2) By the Court: In all other cases, the party entitled to a Judgment by Default, shall apply to the court therefor; but, no Judgment by Default shall be entered against an infant, or incompetent person, unless represented in the action by a general guardian, committee, conservator, or other such representative, who has appeared therein. If the party against whom Judgment by Default is sought, has appeared in the action, the party, or, if appearing by representative, the party's representative, shall be served with written Notice of the Application for Judgment at least three (3) days prior to the Hearing on such Application. If, in order to enable the court to enter Judgment; or, to carry it into effect; it is necessary to take an account, or to determine the amount of damages, or to establish the truth of any averment by evidence, or to make an investigation of any other matter; the court may conduct such Hearings; or, Order such references, as it deems necessary and proper; and, shall accord a right of trial by jury to the parties, when, and as required, by any statute of the United States. (c) Setting Aside Default: For good cause shown, the court may set aside an Entry of Default; and, if a Judgment by Default has been entered, may likewise set it aside, in accordance with Rule 60(b).

<sup>38</sup> Courts of record have an inherent power, independently of statutes, to make rules for the transaction of business. 1 Pet. 604, 3 Serg. & R. Penn. 253; 8 id. 336, 2 Mo. 98.



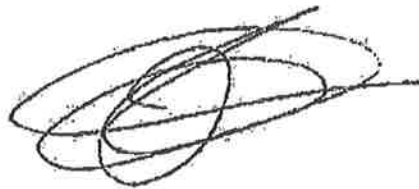
vindication of the federal right requires immediate action.<sup>39</sup> In the interim, the plaintiff would be required to lose their Liberty, because of the lack of swift State vindication of their rights.<sup>40</sup> More significantly when the court of origin failed to correct its error after being duly notified, by the Tribunal, of the crime that they are participating in it is no longer an error, but a conspiracy.

Moreover, the Tribunal has found the court of origin is without constitutional authority and thus not being a court of record had no jurisdiction in the first place, carrying plaintiff away to jurisdictions unknown and denying the plaintiff's unalienable right of due process. All persons concerned in executing unlawful judgments are considered, in law, as trespassers.<sup>41</sup>

**THE TRIBUNAL ORDERS** that plaintiff's property be released straightway and the plaintiff restored to their former state before the unlawful non judicial process implemented. Whereas it appears that the defendants have not obeyed the law and have not restored the plaintiff. The defendants each and all of them shall abate at law all proceedings in and relating to the court of origin. The defendants have 20 days to comply. Furthermore the Grand Jury decided that failure to comply will result in the filing of a criminal indictment and plaintiff shall pursue restitution for violating plaintiff's unalienable right of due process as follows: Each defendant shall pay restitution to plaintiff in real money<sup>42</sup> in the amount of \$1,000.00 face value<sup>43</sup> each for violating plaintiff's unalienable right of due process secured by the Bill of Rights. Defendants, governed by USC Title 18, acted under color of law<sup>44</sup> in one accord and thereby a conspiracy in violation of 18 USC §241 and 18 USC §242.

Seal

April 3, 2020



Grand Jury Foreman  
Common Law Tribunal

<sup>39</sup> Amsterdam, "Federal Removal and Habeas Corpus Jurisdiction," 113 U. Pa. L. Rev. 793, 893-94; Developments, "Federal Habeas Corpus," 83 Harv. L. Rev. 1038, 1097-107. Cf.; Markuson v. Boucher, 175 U.S. 189 (1899) with Roberts v. LaVallee, 389 U.S. 40 (1967).

<sup>40</sup> Amsterdam, "Federal Removal and Habeas Corpus Jurisdiction," 113 U. Pa. L. Rev. 793, 893-94; Developments, "Federal Habeas Corpus," 83 Harv. L. Rev. 1038, 1097-107. Cf.; Markuson v. Boucher, 175 U.S. 189 (1899) with Roberts v. LaVallee, 389 U.S. 40 (1967).

<sup>41</sup> Basso v. UPL, 495 F. 2d 906; Brook v. Yawkey, 200 F. 2d 633; Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

<sup>42</sup> US CONSTITUTION ARTICLE I SECTION 10: No state shall ... make anything but gold and silver coin a tender in payment of debts.

<sup>43</sup> Morgan Silver dollars

<sup>44</sup> COLOR OF LAW: The appearance or semblance, without the substance, of legal right. State v. Brechler, 185 Wis..599, 202 N.W. 144, 148.

Decision and Order

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

# UCC FINANCING STATEMENT AMENDMENT

## FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Fareed Sepehry-Fard 4086904612
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Fareed Sepehry-Fard c/o 12309 Saratoga Creek Dr. Saratoga, CA 95070 USA

DOCUMENT NUMBER: 56833470003  
FILING NUMBER: 16-75421019  
FILING DATE: 08/18/2016 04:42

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1a. INITIAL FINANCING STATEMENT FILE NUMBER 15-7480797442		1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement			
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8			
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law			
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: <input type="checkbox"/> Debtor <u>or</u> <input type="checkbox"/> Secured Party of record. <b>AND</b> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a and 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)			
OR	6a. ORGANIZATION'S NAME		
	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)			
OR	7a. ORGANIZATION'S NAME		
	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
7c. MAILING ADDRESS			
CITY			
STATE			
POSTAL CODE			
COUNTRY			
8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input checked="" type="checkbox"/> ASSIGN collateral Indicate collateral:  See Attachment(s)			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor			
OR	9a. ORGANIZATION'S NAME		
	9b. INDIVIDUAL'S SURNAME Sepehry-Fard	FIRST PERSONAL NAME Fareed	ADDITIONAL NAME(S)/INITIAL(S)
10. OPTIONAL FILER REFERENCE DATA: 157480797442-15			

**Name: Fareed Sepehry-Fard**  
**Address: 12309 Saratoga Creek Dr.**  
**Address 2: Saratoga, the State of California,**  
**Santa Clara County,**  
**(Zip code Exempt DMM 602 sec 1.3(e))**  
**Phone: 408-690-4612**

)  
)  
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)  
)  
)  
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)  
-----Above This Line Reserved For Official Use Only-----

**I, Fareed Sepehry-Fard, Affiant, Living Being, pursuant to United States Constitution 5<sup>th</sup> & 14<sup>th</sup> Amendments, do HEREBY DECLARE:**

I, **Fareed Sepehry-Fard**, Affiant, do hereby revoke, terminate, and rescind all Powers of Attorney, In-Fact or otherwise, previously assigned by me, implied in law, by trust or otherwise, with or without my consent and/or knowledge, as such pertains to any property, real or personal, promissory note, security deed, and mortgage signed or otherwise, under Deed to Secure Debt given by **FAREED SEPEHRY-FARD to GREENPOINT MORTGAGE FUNDING, INC., INC.**, dated 1/10/2007, and recorded on 1/19/2007 as Instrument Number 19269844, and dated 1/10/2007, and recorded on 1/19/2007 as Instrument Number 19269845, any and all other instruments filed in Santa Clara County recorder such as but not limited to Instrument Number 19282145, Instrument Number 21190511, Instrument Number 21445462, Instrument Number 22247184, Instrument Number 22579760, Instrument Number 22992302, Instrument Number 23076295 with Legal Description: LOT 98, TRACT NO. 3739, FILED JUNE 24, 1964 IN BOOK 181 OF MAPS, AT PAGE(S) 26, SANTA CLARA COUNTY RECORDS City of Saratoga, County of Santa Clara, State of California. Assessor's Parcel Number: 403-28-071, as last assigned to CAPITAL ONE, N.A., by assignment in Instrument Number 22992302, and in particular the Waiver of Borrower's Rights in the promissory note, **BECAUSE** Per Code of Federal Regulations § 617.7010 Title 12 - Banks and Banking Title PART 617 - BORROWERS RIGHTS Subpart A - General Item (c), the borrower's written waiver **must** contain a statement that the borrower was represented by legal counsel in connection with execution of the waiver **AND I WAS NOT REPRESENTED BY LEGAL COUNSEL** in connection with the execution of said waiver involving the property specifically addressed and identified as 12309 Saratoga Creek Dr., Saratoga, State of California 95070 and known by legal description stated above and pertaining to alleged account # 0123897480 and # 22248475. **FURTHERMORE, I Fareed Sepehry-Fard** certify that said termination shall take place immediately upon this re notice and/or the execution and recording of this document, thereby removing Power of Sale contained in the Deed of Trust and hereby order **Clear Recon Corp.** as well as the law offices of **SEVERSON & WERSON, APC.** and/or any other entity or law firm to cease acting as Power of Attorney, In-Fact, or otherwise, as related to my property legally described herein, effective immediately. **You do not represent me, and if you think you do, you are fired.**

FURTHERMORE, I, ***Fareed Sepehry-Fard***, do hereby appoint myself, ***Fareed Sepehry-Fard***, as Attorney-in-Fact over the above real property.

I, ***Fareed Sepehry-Fard***, Affiant, by appellation, being first duly sworn, do hereby declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

**All Rights Reserved Without Prejudice**

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that on this date the undersigned were served the foregoing AFFIDAVIT OF NOTICE OF REVOCATION OF POWER OF ATTORNEY AND TERMINATION OF ATTORNEY IN FACT by depositing a true and accurate copy of the same in an envelope with adequate postage affixed thereon, addressed as follows:

1. Alleged lender/Trustee Clear Recon Corp.  
Delivery via U.S.P.S. First Class Certified Mail Article Number:  
7012 1010 0000 7487 1832  
Attention: Legal Department  
Agent for service of Process, C T CORPORATION SYSTEM  
818 WEST SEVENTH ST STE 930  
LOS ANGELES CA 90017
2. Alleged Lender GREENPOINT MORTGAGE FUNDING, INC.  
Delivery via U.S.P.S. First Class Certified  
Mail Article Number:  
7012 1010 0000 7487 1849  
GREENPOINT MORTGAGE FUNDING, INC.  
Attn: Legal Department  
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN  
CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE  
2710 GATEWAY OAKS DR STE 150N  
SACRAMENTO CA 95833
3. Delivery via U.S.P.S. First Class Certified Mail Article Number:  
7015 0640 0007 4333 1495  
Attorney for Alleged Lender  
Severson & Werson APC  
Bernard J. Kornberg  
One Embarcadero Center  
Suite 2600  
San Francisco, CA 94111, USA

This 11<sup>TH</sup> day of July, 2016

By: Fareed Sepehry-Fard

Fareed Sepehry-Fard

12309 Saratoga Creek Dr., Saratoga, the State of  
California, Santa Clara County, (Zip code Exempt  
DMM 602 sec 1.3(e))



By: Fareed Sepehry-Fard

**Fareed Sepehry-Fard, GRANTOR, Authorized Representative for HOMEOWNER.**

**JURAT**

State of            )

) ss For Verification Purposes Only

County of            )

**SUBSCRIBED AND SWORN BEFORE ME** on this 11 th day of July,  
2016 by **Fareed Sepehry-Fard**, proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

**SEE CA NOTARY ATTACHMENT**

\_\_\_\_\_  
NOTARY PUBLIC Seal

My Commission Expires: 10-2-17

**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)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

*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 11<sup>th</sup> day of July, 2016,  
 by Date Month Year

(1) Farced Sepheny Fard

(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 Kathryn Bartels  
*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: Revocation of POA Document Date: 7-11-16

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



English

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USPS Mobile

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Customer Service  
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Tracking Number: 70150640000743331496

## Product & Tracking Information

Postal Product:  
First-Class Mail®

Features:  
Certified Mail™

Return Receipt

See tracking for related item: 9590940210046074553492

Text Updates

Email Updates

DATE & TIME	STATUS OF ITEM	LOCATION
July 14, 2016, 12:19 pm	Delivered, To Agent	SAN FRANCISCO, CA 94111

Your item has been delivered to an agent at 12:19 pm on July 14, 2016 in SAN FRANCISCO, CA 94111

July 13, 2016, 5:02 pm	Business Closed	SAN FRANCISCO, CA 94111
July 12, 2016, 10:26 pm	Departed USPS Facility	SAN FRANCISCO, CA 94188
July 12, 2016, 8:29 am	Arrived at USPS Facility	SAN FRANCISCO, CA 94188
July 11, 2016, 9:07 pm	Arrived at USPS Origin Facility	SAN JOSE, CA 95101
July 11, 2016, 4:19 pm	Departed Post Office	SARATOGA, CA 95070
July 11, 2016, 10:29 am	Acceptance	SARATOGA, CA 95070

Tracking Number: 70121010000074871832

Expected Delivery Day: Thursday, July 14, 2016

## Product & Tracking Information

Postal Product:  
First-Class Mail®

Features:  
Certified Mail™

Return Receipt

See tracking for related item: 9590940210046074553506

Text Updates

Email Updates

DATE & TIME	STATUS OF ITEM	LOCATION
July 14, 2016, 11:40 am	Delivered, Individual Picked Up at Postal Facility	LOS ANGELES, CA 90017

## Available Actions

47

112

DATE/TIME	STATUS OF ITEM	LOCATION
-----------	----------------	----------

Your item was picked up at a postal facility at 11:40 am on July 14, 2016 in LOS ANGELES, CA 90017

July 14, 2016, 12:57 am	Departed USPS Destination Facility	LOS ANGELES, CA 90062
July 13, 2016, 7:57 am	Arrived at USPS Destination Facility	LOS ANGELES, CA 90052
July 11, 2016, 9:07 pm	Arrived at USPS Origin Facility	SAN JOSE, CA 95101
July 11, 2016, 4:19 pm	Departed Post Office	SARATOGA, CA 95070
July 11, 2016, 10:31 am	Acceptance	SARATOGA, CA 95070

Tracking Number: 70121010000074871849

Expected Delivery Day: Wednesday, July 13, 2016

## Product & Tracking Information

Postal Product:  
First-Class Mail®

Features:  
Certified Mail™

Return Receipt

See tracking for related item: 9590940218046074553513

## Available Actions

Text Updates

Email Updates

DATE/TIME	STATUS OF ITEM	LOCATION
-----------	----------------	----------

July 13, 2016, 10:13 am	Delivered	SACRAMENTO, CA 95813
-------------------------	-----------	----------------------

Your item was delivered at 10:18 am on July 13, 2016 in SACRAMENTO, CA 95813.

July 13, 2016, 9:29 am	Undeliverable as Addressed	SACRAMENTO, CA 95813
July 13, 2016, 9:18 am	Arrived at Unit	SACRAMENTO, CA 95813
July 12, 2016, 5:49 pm	Departed USPS Destination Facility	WEST SACRAMENTO, CA 95799
July 12, 2016, 9:59 am	Arrived at USPS Destination Facility	WEST SACRAMENTO, CA 95799
July 11, 2016, 11:37 pm	Departed USPS Origin Facility	SAN JOSE, CA 95101
July 11, 2016, 9:07 pm	Arrived at USPS Origin Facility	SAN JOSE, CA 95101
July 11, 2016, 4:19 pm	Departed Post Office	SARATOGA, CA 95070
July 11, 2016, 10:28 am	Acceptance	SARATOGA, CA 95070

## Track Another Package

Tracking (or receipt) number

Track It

## Manage Incoming Packages

Track all your packages from a dashboard.  
No tracking numbers necessary.

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# SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Attorney for Alleged Lender  
Severson & Werson APC  
Bernard J. Kornberg  
One Embarcadero Center  
Suite 2600  
San Francisco, CA 94111, USA



9590 9402 1804 6074 5534 90

## 2. Article Number (Transfer from envelope to back)

7015 0640 0007 4333 1495

PS Form 3811, July 2015 PSN 7530-02-000-9059

# COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*[Signature]*

☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*[Signature]*

## C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

all Restricted Delivery (over \$500)

Domestic Return Receipt



Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.00

GREENPOINT MORTGAGE FUNDING, INC.  
Attn: Legal Department  
CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN  
CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE  
2710 GATEWAY OAKS DR STE 150N

# SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

GREENPOINT MORTGAGE FUNDING, INC.  
Attn: Legal Department  
CORPORATION SERVICE COMPANY WHICH WILL  
DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS  
INCORPORATING SERVICE  
2710 GATEWAY OAKS DR STE 150N  
SACRAMENTO CA 95833



9590 9402 1804 6074 5535 13

## 2. Article Number (Transfer from envelope to back)

7012 1010 0000 7487 1849

PS Form 3811, July 2015 PSN 7530-02-000-9059

# COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*[Signature]*

☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*[Signature]*

## C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

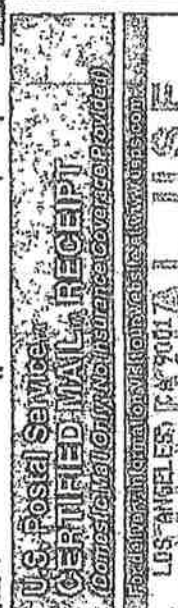
## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

all Restricted Delivery (over \$500)

Domestic Return Receipt



Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.00

Clear Recon Corp.  
Attention: Legal Department  
Agent for service of Process, CT CORPORATION  
SYSTEM

# SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Clear Recon Corp.  
Attention: Legal Department  
Agent for service of Process, CT CORPORATION  
SYSTEM  
818 WEST SEVENTH ST STE 930  
LOS ANGELES CA 90017



9590 9402 1804 6074 5535 06

## 2. Article Number (Transfer from envelope to back)

7012 1010 0000 7487 1832

PS Form 3811, July 2015 PSN 7530-02-000-9059

# COMPLETE THIS SECTION ON DELIVERY

## A. Signature

*[Signature]*

☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

*[Signature]*

## C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Delivery Restricted Delivery

all Restricted Delivery (over \$500)

Domestic Return Receipt



Postage	\$3.30
Certified Fee	\$2.70
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.00

Attorney for Alleged Lender  
Severson & Werson APC  
Bernard J. Kornberg  
One Embarcadero Center

564T EEEH 2000 0010 ST02

**Exhibit A**

*True and correct copies of article titled*  
*" California Real Estate Investor Pleads*  
*Guilty to Rigging Bids at Foreclosure Auctions"*

available from

**culvercityobserver.com/story/2021/08/12/real-estate/california-real-estate-investor-pleads-guilty-to-rigging-bids-at-foreclosure-auctions/10418.html**



# Culver City Observer -

## California Real Estate Investor Pleads Guilty to Rigging Bids at Foreclosure Auctions

A California man has plead guilty to rigging bids at public foreclosure auctions, federal court officials announced this week.

Yama Marifat was indicted for conspiring with other real estate investors to rig bids when purchasing selected properties at foreclosure auctions in San Joaquin County between April 2009 and October 2009, according to court documents filed in Sacramento. His trial was scheduled to begin on August 17.

The one-count indictment alleges Marifat and his co-conspirators carried out the conspiracy by agreeing not to bid against each other on selected properties. Instead, they designated one co-conspirator to bid at the public auction, then held a second, private auction and made payoffs to one another, federal court officials said.

Marifat is the 11th individual to plead guilty in the investigation of fraud and bid rigging at real estate auctions in San Joaquin County, said officials from the Department of Justice, noting that their efforts to prosecute bid rigging and fraud at foreclosure auctions across the country have resulted in charges against 140 individuals, including 124 guilty pleas and 12 individuals convicted at trial.

"Real estate investors who take advantage of the foreclosure process to line their own pockets will be held accountable," said Acting Assistant Attorney General Richard A. Powers of the Justice Department's Antitrust Division. "The defendant's guilty plea is a testament to our persistence and the strong case built by the division talented prosecutors, paralegals and staff, along with our partners at the FBI."

A criminal violation of the Sherman Antitrust Act carries a maximum sentence of 10 years in prison and a \$1 million criminal fine, said DOJ officials. A federal district court judge will determine any sentence after considering the U.S. Sentencing Guidelines and other statutory factors.

### Connect With Us

#### Culver City Observer

5512 S. Sepulveda Blvd.  
Culver City, CA 90230  
Ph: (310) 503-4145  
info@culvercityobserver.com

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1 **Proof of Service**

2  
3  
4 i, Fareed-Sepehry-Fard<sup>®</sup>, do hereby solemnly declare that on August 13<sup>th</sup>, 2021, i: did  
5 cause to be delivered by USPS mail or fax or electronic mail where identified a true  
6 and correct copy of the foregoing instruments, ("**APPELLANT'S VERIFIED**  
7 **MOTION FOR LEAVE REQUESTING THIS COURT OF RECORDS TO**  
8 **AUGMENT THE RECORDS AT EXHIBIT A; MEMORANDUM OF LAW,**  
9 **DECLARATION**") including true and correct copies of all/any documents referenced  
therein as "attached hereto", to the parties and locations listed below except to the  
parties otherwise identified by me:

10  
11  
12 By: 

13 Fareed-Sepehry-Fard<sup>®</sup>  
14 c/o 12309 Saratoga Creek Dr.  
15 City of Saratoga, Rancho Quito, California Republic,  
16 (Zip code Exempt DMM 602 sec 1.3(e))  
Tel: 408 690 4612

17 TO:

- 18 1. Sixth District Court of Appeal  
19 333 West Santa Clara Street, Suite 1060, City of San Jose, California  
20 Republic [near: CA 95113]  
21 through true filing  
22 2. To alleged attorney without any power of attorney to represent the alleged  
23 Plaintiff in Case Number 17cv314286 (the nexus to this case) that does not  
24 exist, never existed, was and is a rented name by Nationstar Mortgage  
25 LLC to launder monies for deep state and the pedophile rings, drug cartels,  
26 human and sex trafficking using bribed and corrupt judges  
27 JOSEPH W. GUZZETTA, OR JAN CHILTON, OR BERNARD J.  
28 KORNBERG  
Severson and Werson, APC.  
One Embarcadero Center  
Suite 2600  
City of San Francisco, [near: CA 94111, USA]  
through true filings



3. CEO of SANTA CLARA COUNTY COURT or any other assumed name,  
REBECCA J. FLEMING  
Chief Executive Officer Administration  
191 North 1st Street  
City of San Jose, California Republic [near: CA 95113]  
By email to mlong@scscourt.org/ through true filings
4. Court administrator Carol Overton by email to coverton@scscourt.org  
191 North 1st Street  
San Jose, CA 95113/ through true filings
5. Court administrator Deborah Ryan by email to dwalker@scscourt.org and  
dryan@scscourt.org/ through true filings  
191 North 1st Street  
City of San Jose, California Republic [near: CA 95113]
6. Court administrator Sunil R. Kulkarni by email to skulkarni@scscourt.org  
/ through true filings  
191 North 1st Street  
City of San Jose, California Republic [near: CA 95113]
7. All others such as the one below, through truefilings:  
Amy W. Lo, the attorney for the Defendants, amy.lo@doj.ca.gov,  
Blanca.Sobalvarro@doj.ca.gov, cathy.gibbs@doj.ca.gov,  
gudrun.thompson@doj.ca.gov, jake.fernandez@doj.ca.gov,  
jeffrey.vincent@doj.ca.gov
8. Mister Christopher G. Rudy by e filing to department7@scscourt.org  
Mister Christopher G. Rudy  
191 North First Street  
City of San Jose, California Republic [near: CA 95113]

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## Exhibit B

Two Affidavits Sworn Under Oath Regarding, Inter Alia, the Announcement of the Postponement of the Cross Complainant's Home Auction Sale Date from July 6<sup>th</sup>, 2017 to July 20<sup>th</sup>, 2017 for Unknown Reasons But When Everyone Had Left, the Alleged Auction Cite, Due to Misleading Notice Furnished, Id., Cross Defendants Attempted to Transfer the Trust Deed of Cross Complainant's Home to A Ghost at Less Than Half the Price of Cross Complainant's Home Value Through A Credit Bid.

**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.

10) Your Affiant states that your Affiant on July 6, 2017 at or about 9:55 a.m. called CLEAR RECON CORP. , the trustee's sale phone number by calling telephone number 866-931-0036.

11) Your Affiant states that your Affiant has attached Exhibit A which is proof of the call that your Affiant made to the trustee CLEAR RECON CORP. at or about 9:55 a.m. on July 6, 2017, Exhibit A is true and correct copy of the screen shot of your Affiant's mobile handset showing the phone number and the day which shows "yesterday" as the date of the call.

12) Your Affiant states that your Affiant prepared this Affidavit on July 7th, 2017 so that this Affidavit can be notarized the next day before a Notary Public, making the phone call made to Clear Recon Corp. to be July 6, 2017 at or about 9:55 a.m.

13) Your Affiant states that your Affiant, on July 6, 2017 at or about 9:55 a.m. spoke with a person who sounded to be a woman who identified herself as Serena working in operating support of trustee CLEAR RECON CORP.

14) Your Affiant states that your Affiant asked Serena the woman working in operating support of trustee CLEAR RECON CORP. about the status of the trustee sale date of your Affiant's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic.

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

16) Your Affiant states that when Serena the woman working in operating support of trustee CLEAR RECON CORP. told your Affiant that the sale date for your Affiant's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic was postponed to July 20th, 2017 at 11:00 a.m. for unknown reasons, there was a witness who heard Serena the woman working in operating support of trustee CLEAR RECON CORP. confirming that the trustee sale date had been postponed to July 20th, 2017 at 11:00 a.m.

17) Your Affiant states that the witness who heard Serena the woman working in operating support of trustee CLEAR RECON CORP. told your Affiant that the trustee sale date for your Affiant's property 12309 Saratoga Creek Dr. , Rancho Quito, City of Saratoga California Republic

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

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

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

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

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

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

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

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

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

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

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

4 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.

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

6 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.

7 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.

8 32) Your Affiant states pursuant to FDCPA requirements when validation of the alleged debt is  
9 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.

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

11 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,  
12 Nationstar, CLEAR RECON CORP. and their Co Parties Agent(s) Principle(s), failed repeatedly to  
13 verify the alleged debt and the amount of the alleged debt, to wit: "To confirm or substantiate by  
oath".

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1 54) Your Affiant states the conduct of Nationstar, CLEAR RECON CORP. and the auctioneer  
has been fraud in the procurement of the foreclosure decree and the sale has been improperly,  
2 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.

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

4 56) Your Affiant states based on \$1100 of living space, your Affiant's private property is worth  
5 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.

6 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)  
7 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  
8 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.

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

11 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  
12 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.

13 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  
14 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  
15 CORP., the auctioneer and their Co Parties Agent(s) Principle(s), conspired to limit bidding although  
16 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.

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

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

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

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

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

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

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

67) Your Affiant states as the direct and proximate result of repeated misconduct by Nationstar, CLEAR RECON CORP., the auctioneer and their Co Parties Agent(s) Principle(s), your Affiant has been economically damaged by at least \$9,000,000 or in an amount to be determined by jury pursuant to your Affiant's legal right to trial by jury where the amount of controversy is more than \$20.

i: a man, Fareed-Sepehry-Fard declare under the penalty of perjury under the laws of the United States of America and the California Republic that all the statements i: have made are true, correct and Complete.

64

1 Further, Affiant sayeth not.

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

3  
4  
5  
6 

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

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

7  
8 SEE CA NOTARY ATTACHMENT

## 1

2

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- 5

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7

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9

**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  
4 speaker phone when Fareed-Sepehry-Fard spoke with a person who sounded to be a woman who  
identified herself as Serena working in operating support of trustee CLEAR RECON CORP.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 35) Your Affiant states that it appeared to your Affiant that several otherwise ready and willing  
29 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

8  
9 By: 

10 i., Nasser Wahab Hamidy<sup>®</sup>, All rights reserve waive none

11 SEE CA NOTARY ATTACHMENT

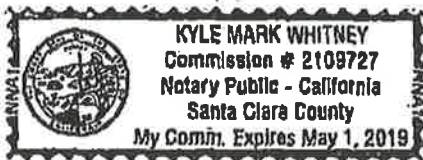
**CALIFORNIA JURAT WITH AFFIANT STATEMENT****GOVERNMENT CODE § 8202**☒ See Attached Document (Notary to cross out lines 1-6 below)☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)\_\_\_\_\_  
Signature of Document Signer No. 1\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

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

State of California

County of Santa Clara

Subscribed and sworn to (or affirmed) before me

on this 25th day of July, 2012  
by Date Month Year(1) Nasser Wahab Hamdy(and (2) \_\_\_\_\_),  
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.Signature \_\_\_\_\_  
Signature of Notary PublicSeal  
Place Notary Seal Above**OPTIONAL**

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

**Description of Attached Document**Title or Type of Document: Affidavit of Truth Document Date: 7/21/2012

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

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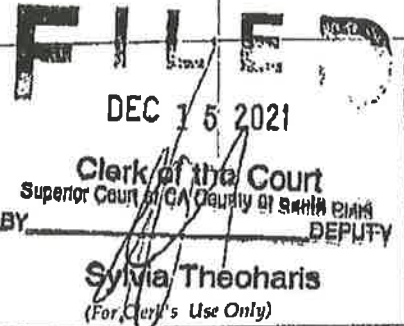
**72****137**



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

**DEPARTMENT 20**

161 North First Street, San Jose, CA 95113  
408.882.2320 • 408.882.2296 (fax)  
smanoukian@scscourt.org  
<http://www.scscourt.org>



**CASE NO.: 17CV310716  
DATE: 08 December 2021**

**Fareed Sepehry-Fard v. Nation Mortgage LLC  
LINE NUMBER:**

**TIME:**

**FORMAL ORDER AFTER HEARING**

---0000000---

**Order Concerning Plaintiff Fareed Sepehry-Fard  
Having Been Deemed to be a Vexatious Litigant.**

Fareed Sepehry-Fard was declared to be a Vexatious Litigant in Case Number 16CV296244 (this case was filed on 10 June 2016) on 30 September 2016 by Judge Arand.

On 15 May 2017 the Judge dismissed the action on the motion of defendants to dismiss the entire action with prejudice for failure to post security.

The Plaintiff/Litigant has submitted a Motion to Consolidate with 17CV314286 (filed on 10 August 2017) in front of Judge Rudy.

In case number 17CV310716 entitled Fareed Sepehry-Fard v. Nation Mortgage LLC, there is no order declaring him to be a vexatious litigant. Apparently the defense counsel filed a motion on 12 September 2017 but the matter was taken off calendar on October 16 2017, shortly after Charles Wagner substituted in for plaintiff.

**Code of Civil Procedure section 391.7** allows a court to enter an order that prohibits a vexatious litigant from filing any new litigation in propria persona without first obtaining permission from the presiding judge. (**Code of Civil Procedure**, § 391.7 subd(a); *Shalant v. Girardi* (2011) 51 Cal.4th 1164, 1170.) In *Shalant*, the Supreme Court held that a plaintiff may continue to litigate a matter that was not subject to a prefiling order when it commenced. (*Shalant*, 51 Cal.4th at p. 1171.) In *Shalant*, the plaintiff (who had previously been declared a vexatious litigant) filed his lawsuit through counsel rather than in propria persona. During the course of litigation, Plaintiff's counsel withdrew and plaintiff sought to continue the action in propria persona. The defendants moved to dismiss under section 391.7. (*id.*, at pp. 1168-69.) The Court held that dismissal under § 391.7 was not an available remedy, but instead, defendants should have sought an order requiring posting of a security. (*id.*, at pp. 1171-72.)

**Code of Civil Procedure**, § 391.7(c) states:

"The clerk may not file any litigation presented by a vexatious litigant subject to a prefiling order unless the vexatious litigant first obtains an order from the presiding judge permitting the filing. If the clerk mistakenly files the litigation without the order, any party may file with the clerk and serve on the plaintiff and other parties a notice stating that the plaintiff is a vexatious litigant subject to a prefiling order as set forth in subdivision (a). The filing of the notice shall automatically stay the litigation. The litigation shall be automatically dismissed unless the plaintiff within 10 days of the filing of that notice obtains an order from the presiding judge permitting the filing of the litigation as set forth in subdivision (b). If the presiding judge issues an order permitting the filing, the stay of the litigation shall remain in effect, and the defendants need not plead, until 10 days after the defendants are served with a copy of the order."

The current case was filed after Judge Arand declared plaintiff to be a vexatious litigant. Good cause appearing, IT IS ORDERED that plaintiff may not proceed on this matter until he obtains permission from the Presiding Judge to do so.

08 December 2021

DATED:



Hon. Socrates Manoukian

HON. SOCRATES PETER MANOUKIAN  
*Judge of the Superior Court  
County of Santa Clara*





**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA**  
DOWNTOWN COURTHOUSE  
191 NORTH FIRST STREET  
SAN JOSE, CALIFORNIA 95113  
CIVIL DIVISION

**FILED**  
DEC 15 2021  
Clerk of the Court  
Superior Court of California County of Santa Clara  
BY Sylvia Theoharis DEPUTY

RE: **Fareed Sepehry-Fard v. Nationstar Mortgage, LLC, et al**  
Case Number: **17CV310716**

**PROOF OF SERVICE**

**Order Concerning Plaintiff Fareed Sepehry-Fard Having Been Deemed a Vexatious Litigant** was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

**DECLARATION OF SERVICE BY MAIL:** I declare that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the United States Mail at San Jose, CA on December 15, 2021. CLERK OF THE COURT, by Asimina Theoharis, Deputy.

cc: **Mary K Sullivan Severson & Werson One Embarcadero Center #2600 San Francisco CA 94111-3627**  
**Fareed Sepehry-Fard 12309 Saratoga Creek DR SARATOGA CA 95070**