

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

JOHN B. FREITAS,
Petitioner,

v.

COMMUNITY FUND, LLC,
Respondent.

APPENDIX

APPENDIX

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First Appellate District (Filed October 23, 2025) A-3-5

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APPENDIX A

Opinion of the Court of Appeal of the State of California
First Appellate District
(Filed October 23, 2025)

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
FIRST APPELLATE DISTRICT
DIVISION THREE

JOHN B. FREITAS,
Plaintiff and Appellant,
v.
COMMUNITY FUND LLC,
Defendant and Respondent.

A172021

(Alameda County
Super. Ct. No. RG19026962)

BY THE COURT:

On September 19, 2025 and October 7, 2025, this court directed the clerk to return appellant's opening briefs unfiled because the briefs did not comply with the content and formatting requirements of the California Rules of Court. Appellant was twice ordered to file a corrected brief, and the court specified that this appeal could be dismissed if appellant did not do so.

Appellant's second corrected opening brief, received on October 13, 2025, remains deficient, amongst other things because it contains almost no citations to the appellate record, which is more than 700 pages long (Cal. Rules of Court, rule 8.204(a)(1)(C)), and it does not provide a summary of the significant facts supported by references to the record (Cal. Rules of Court, rule 8.204(a)(2)). Indeed, most of the factual assertions of the brief contain no support whatsoever, although there are a few references to matters found in appellant's request for judicial notice.

Dismissal of the appeal is warranted for failure of appellant to file a brief in conformity with the California Rules of Court after the opening brief was twice returned for noncompliance with the rules. (*Berger v. Godden*,

supra, 163 Cal.App.3d at p. 1117.) We are aware that appellant brings this appeal without the benefit of legal representation, but his status as a self-represented litigant does not exempt him from his burden on appeal. (See *Nwosu v. Uba* (2004) 122 Cal.App.4th 1229, 1246-1247.) We afford such self-represented parties “ ‘the same, but no greater consideration than other litigants and attorneys.’ ” (*Id.* at p. 1247.)

For the reasons set forth above, this appeal is dismissed on the court's own motion. Appellant's request for judicial notice received on October 13, 2025, need not be addressed due to the dismissal of this appeal.

Dated: October 23, 2025

Tucher, P.J. P.J.

APPENDIX B

Order of the Supreme Court of California
Denying Review
(Filed December 30, 2025)

SUPREME COURT
FILED

Court of Appeal, First Appellate District, Division Three - No. A172021

DEC 30 2025

S294075

Jorge Navarrete Clerk

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

JOHN B. FREITAS, Plaintiff and Appellant,

v.

COMMUNITY FUND LLC, Defendant and Respondent.

The petition for review is denied.

GUERRERO

Chief Justice

APPENDIX C

Judgment of the Superior Court of California
County of Alameda
(Filed December 2, 2024)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

<p>John B. Freitas Plaintiff/Petitioner(s) VS. Community Fund, LLC Defendant/Respondent (s)</p>	<p>No. RG19026962</p> <p>Date: 12/02/2024 Time: 1:05 PM Dept: 24 Judge: Rebekah Evenson</p> <p>ORDER Granting Motion for Judgment on the Pleadings</p>
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Defendant Community Fund LLC's nonstatutory motion for judgment on the pleadings is GRANTED.

BACKGROUND

Plaintiff John Freitas brought suit against Defendant Community Fund LLC alleging that Community Fund obtained Freitas' property through an unlawful and invalid nonjudicial foreclosure sale in 2019.

According to the documents attached to Plaintiff's Complaint, a notice of trustee sale was recorded on Plaintiff's property on 3/7/2019, and on 6/11/2019 a trustee's deed upon sale was recorded conveying Plaintiff's property to Community Fund.

Plaintiff alleges that he had no outstanding debt at the time of the trustee sale, and that Community Fund engaged in "unfair and deceptive practices" when it obtained the property through the trustee sale.

The Complaint also alleges (at par. 158) that "Plaintiffs Bankruptcy was filed on July 25, 2015, and it was discharged on October 14, 2015." Although the Complaint is not a model of clarity, Plaintiff appears to contend that any mortgage debt secured by deed of trust was discharged in the bankruptcy.

On October 20, 2022, this Court issued an order Granting in Part Community Fund's Motion for Judgment on the Pleadings. The motion was granted without leave to amend as to certain causes of action, granted with leave to amend as to others, and denied as to a single cause of action: the Sixth Cause of Action. The reason for denying judgment on the Sixth Cause of Action was that Community Fund, "in what appears to be an oversight", failed to address this cause of action in its memorandum of points and authorities. Nonetheless, the Court granted leave for Plaintiff to amend the Sixth Cause of Action.

Plaintiff did not file an amended pleading. Accordingly, the only remaining cause of action in

ORDER Granting Motion for Judgment on the Pleadings

Page 1 of 4

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

this case is the Sixth Cause of Action for “Damages Under Common Law Related to Defendants’ Bankruptcy Misconduct,” as pled in his original complaint.

On November 20, 2024, Community Fund filed a trial brief making a nonstatutory motion for judgment on the pleadings. Community Fund also raised the nonstatutory motion for judgment on the pleadings at the November 22, 2024 pretrial conference.

Plaintiff opposed the motion and sought leave to brief the matter. At the November 22 pretrial conference Plaintiff stipulated that his Sixth Cause of Action should be construed as a cause of action for abuse of process. Plaintiff further stipulated that the elements of his cause of action, in accordance with the jury instructions provided by CACI No. 1520, are the following:

- 1 that Community Fund failed to file a proof of claim in Plaintiff’s bankruptcy case;
- 2 that Community Fund intentionally used this legal procedure to take Plaintiff’s real property;
- 3 that Plaintiff was harmed; and
- 4 that Community Fund’s conduct was a substantial factor in causing Plaintiff’s harm.

Plaintiff filed a brief in opposition to the nonstatutory motion for judgment on the pleadings on November 27, 2024, and the matter was argued and heard on December 2, 2024.

ANALYSIS

“A motion for judgment on the pleadings may be made at any time either prior to the trial or at the trial itself. [Citation.]’ . . . Such motion may be made on the same ground as those supporting a general demurrer, i.e., that the pleading at issue fails to state facts sufficient to constitute a legally cognizable claim or defense.” (Stoops v. Abbassi (2002) 100 Cal.App4th 644, 650.) Additionally, the Court may rely on facts established through party admissions and facts stipulated at a pretrial conference. (Thomson v Canyon (2011) 198 Cal.App.4th 594, 602-603.)

To maintain a cause of action for abuse of process, a plaintiff must establish that the defendant used some court process (1) with an ulterior motive in using the process and (2) committed a willful act in a wrongful manner. (See, e.g., Coleman v. Gulf Insurance Group (1986) 41 Cal.3d 782, 792.)

Plaintiff’s Sixth Cause of Action fails to identify any court process used or allegedly abused by Community Fund that would support a claim for abuse of process. The Sixth Cause of Action, as pled, alleges that Community Fund “implemented and relied on inadequate bankruptcy procedures and thereby have prejudiced debtors, including Plaintiff” (Complaint, par. 165). At the pretrial conference, Plaintiff clarified and stipulated that the specific “abuse of process” that he alleges Community Fund engaged in was Community Fund’s failure to file a claim in the bankruptcy court. Plaintiff also stipulated that the “improper motive” that he attributes to Community Fund is the intent to take Plaintiff’s property.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

Rene C. Davidson Courthouse

Community Fund's failure to file a proof of claim in Plaintiff's bankruptcy case is not a use or abuse of any court process. A claim for abuse of process must be based on some willful action by the defendant (e.g., a court filing or other participation in the litigation) in a wrongful manner, not a mere failure to act or participate in litigation.

Additionally, Plaintiff does not allege that Community Fund was even aware of the bankruptcy proceedings at the time that the bankruptcy proceedings were underway in 2015. To the contrary, at the hearing on December 2, 2024, Plaintiff clarified that Community Fund first "came on the scene" in 2019 when it purchased the property at the allegedly illegal trustee sale. A failure to participate in the bankruptcy proceedings under these circumstances cannot be willful or undertaken with ulterior motive.


Furthermore, Plaintiff fails to allege or explain how any use or abuse of the bankruptcy court process by Community Fund caused damage to Plaintiff. Community Fund obtained title to Plaintiff's former real property five years after the bankruptcy through a nonjudicial foreclosure. No filing, action, or other participation by Community Fund in Plaintiff's bankruptcy case facilitated or enabled Community Fund to conduct the nonjudicial foreclosure.

This entire action is DISMISSED, WITH PREJUDICE.

The Jury Trial scheduled for 12/03/2024 is vacated .

Clerk is directed to serve copies of this order, with proof of service, to counsel and to self-represented parties of record.

Dated : 12/02/2024



Rebekah Evenson / Judge

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
Rene C. Davidson Courthouse

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/02/2024
PLAINTIFF/PETITIONER: John B. Freitas		Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Ampoah</u> Deputy A. Ampoah
DEFENDANT/RESPONDENT: Community Fund, LLC		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: RG19026962

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the General Order (Court Order Granting Motion for Judgment on the Pleadings) entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

John B. Freitas
jbfc@sbcglobal.net

Timothy A. Larsen
tlarsenlaw@gmail.com

Chad Finke, Executive Officer / Clerk of the Court

Dated: 12/02/2024

By:

A. Ampoah

A. Ampoah, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 12/02/2024
PLAINTIFF/PETITIONER: John B. Freitas		Chad Finke, Executive Officer / Clerk of the Court By: <u>A. Amponsah</u> Deputy A. Amponsah
DEFENDANT/RESPONDENT: Community Fund, LLC		
CERTIFICATE OF MAILING		CASE NUMBER: RG19026962

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the attached document upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

John B. Freitas
36937 Cherry Street
Newark, CA 94560

Chad Finke, Executive Officer / Clerk of the Court

Dated: 12/02/2024

By:

A. Amponsah

A. Amponsah, Deputy Clerk

APPENDIX D

2014 Substitution of Trustee
(Recorded April 22, 2014)



2014096921

04/22/2014 11:37 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



2 PGS

Recording requested by:

LANDSAFE TITLE

AND

When recorded mail to:

Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

V
Ja

TS No.: CA-14-610521-AL

Space above this line for recorder's use

Order No.: 14-0001632-01

APN. No.: 092A-0985-021

MERS MIN No.: 1001337-0000945117-3MERS Telephone No. 1-888-679-6377

Substitution of Trustee

WHEREAS, JOHN B FREITAS, A/K/A JOHN B FREITAS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor, CTC REAL ESTATE SERVICES was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE BANK, N.A. was the original Beneficiary under that certain Deed of Trust dated 10/14/2005 and recorded on 10/25/2005 as Instrument No. 2005459181, of Official Records of ALAMEDA County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

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

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

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Bank of America, NA as attorney-in-fact for
THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS SUCCESSOR TRUSTEE
TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE
ON BEHALF OF THE CERTIFICATEHOLDERS OF
THE CWHEQ INC., CWHEQ REVOLVING HOME
EQUITY LOAN TRUST, SERIES 2005-M

Mckay Dodds Ehrman 4/14/14
By: MCKAY Dodds Ehrman
Assistant Vice President (AVP)

STATE of Pennsylvania
COUNTY of Allegheny

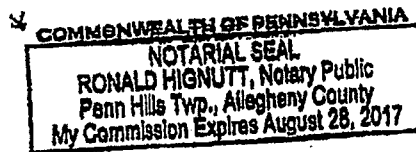
Before me, Ronald Hignutt, the undersigned officer, on this, the 14 day
(Insert name of notary)
of April, 2014, personally appeared MCKAY Dodds Ehrman,
(Insert name of signer)

known to me or, through production of drivers license as
identification, who identified her/himself to be the AVP of
Bank of America, NA, the person and officer whose name is subscribed to
the foregoing instrument, and being authorized to do so, acknowledged that (s)he had
executed the foregoing instrument as the act of such corporation for the purpose and
consideration described and in the capacity stated.

Ronald Hignutt
Notary Signature

(seal)

Notary Public, State of Pennsylvania
Commission No.: 1251678
My Commission Expires: August 28, 2017



* Commonwealth of Pennsylvania

APPENDIX D.5

2015 Bankruptcy Discharge
(Entered October 14, 2015)

UNITED STATES BANKRUPTCY COURT
Northern District of California (Oakland)

In re: John Borges Freitas 36549 Cedar Blvd. Newark, CA 94560	Case Number: 15-42017 CN 7 Chapter: 7
Debtor(s)	
Debtor/Joint Debtor Social Security Number(s): xxx-xx-0324	

DISCHARGE OF DEBTOR AND FINAL DECREE

It appearing that the debtor(s) is/are entitled to a discharge, **IT IS ORDERED:**
The debtor(s) is/are granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

It further appears that the trustee, Lois I. Brady in the above-entitled case has filed a report of no distribution and said Trustee has performed all other and further duties required in the administration of said estate; accordingly, it is hereby

ORDERED that the chapter 7 case of the above-named debtor is closed; that the Trustee is discharged and relieved of said trust.

Dated: 10/14/15

By the Court:

Charles Novack
United States Bankruptcy Judge

APPENDIX E

2016 Deed of Full Reconveyance
(Recorded July 1, 2016)

Document Requested By and
When Recorded Return To:
Jessica Bondurant
ReconTrust Company, N.A.
4161 Piedmont Parkway
NC4-105-01-32
Greensboro, NC 27410
(800) 540-2684



2016166637 07/01/2016 09:01 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 50.00



1 PG

Handwritten initials: "AAG" and "MS"

Above Space for Recorder's Use

DOCID#08211380375493048
Commit Case# 559890

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, **John B Freitas** a married man as his sole and separate property is the Trustor, **CTC Real Estate Services** is the current trustee and **Mortgage Electronic Registration Systems, Inc.** is the current beneficiary ("Beneficiary") under that certain Deed of Trust dated 10/05/2005 and recorded on 10/12/2005, as instrument or Document No 2005441646, in Book N/A, Page N/A, of Official Records of the County of Alameda, State of California.

WHEREAS, the undersigned Beneficiary hereby substitutes a new trustee, ReconTrust Company, N.A. ("Trustee"), under said Deed of Trust, and Trustee does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under the Deed of Trust.

APN: N/A

Dated: 6/27/16

Trustee:
ReconTrust Company, N. A.

Tina Owens
Tina Owens, Assistant Vice President

Beneficiary:
Mortgage Electronic Registration Systems, Inc.

Katrina Reynolds
Katrina Reynolds, Assistant Vice President

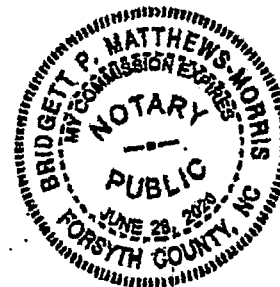
STATE OF North Carolina
COUNTY OF Gullford

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Katrina Reynolds, Assistant Vice President of Mortgage Electronic Registration Systems, Inc, and Tina Owens, Assistant Vice President of ReconTrust Company, N. A.

Date: 6/27/16

Bridgett P. Matthews-Morris
Bridgett P Matthews-Morris, Notary Public

John B Freitas
36549 Cedar Blvd
Newark CA 94560



APPENDIX E.5

1978 Original Grant Deed to Freitas
(Recorded May 3, 1978)

FIRST AMERICAN TITLE GUARANTY

Order No. _____
 Escrow No. **500980 JC**
 Loan No. _____

WHEN RECORDED MAIL TO:
John B. Freitas and Fatima Freitas
36549 Cedar Blvd.
Newark, CA.

7-081726 **RE: 5374 IM-500**

RECORDED at REQUEST OF
 First American Title Co.
 At 10:30 A.M.
MAY - 3 1978
 OFFICIAL RECORDS OF
 ALAMEDA COUNTY, CALIFORNIA
RENE C. DAVIDSON
 COUNTY RECORDER

TRANSFER TAX PAID
 ALAMEDA COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:
 same as above

DOCUMENTARY TRANSFER TAX **3.22.00**
 Computed on the consideration or value of property conveyed; OR
 Computed on the consideration or value less liens or encumbrances
 remaining at time of sale. **First American Title Guaranty**
John B. Freitas City of Newark
 Signature of Decedent or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
WARMAN TRUST

hereby GRANT(S) to
JOHN B. FREITAS and FATIMA FREITAS, his wife as joint tenants

the real property in the City of **Newark**, State of California, described as:
 County of **Alameda**

Parcel 1., Parcel Map 982 filed July 30, 1973, Book 79 of Parcel Maps, Page
 97, Alameda County Records
 AP NO. 92A-985-21

Dated April 25, 1978

STATE OF CALIFORNIA
 COUNTY OF _____ ss.

On _____
 before me, the undersigned, a Notary Public in and for said
 State, personally appeared _____
 known to me to be the person whose name _____
 subscribed to the within instrument and acknowledged that
 _____ executed the same.
 WITNESS my hand and official seal.

Signature _____

WARMAN TRUST
 by: *Robert F. Molic*

A-23

A23

(This space for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1002 (10/69)
606680 "B"

Form 3003—(Partnership) First American Title Company

STATE OF CALIFORNIA

COUNTY OF Santa Clara

RE: 5374 IN: 501

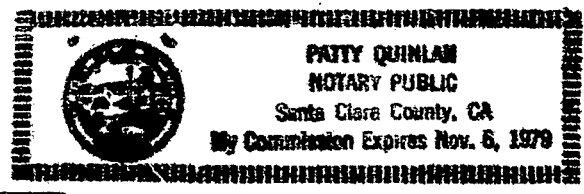
On April 27, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert F. McKeel

known to me to be _____ the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

7-081726

WITNESS my hand and official seal.

Signature: Patty Quinlan



Name (Typed or Printed)

(This area for official notarial seal)

APPENDIX F

2019 Notice of Trustee's Sale
(Recorded March 7, 2019)

Stewart Title

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108



2019041830 03/07/2019 10:42 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 102.00



2 PGS

A25A
2
PB

TS No. CA-14-610521-AL
Order No.: 14-0001632-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED TO THE COPY PROVIDED TO THE MORTGAGOR OR TRUSTOR (Pursuant to Cal. Civ. Code 2923.3)

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 10/14/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **JOHN B FREITAS, A/K/A JOHN B FREITAS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY**

Recorded: **10/25/2005** as Instrument No. **2005459181** of Official Records in the office of the Recorder of **ALAMEDA** County, California;

Date of Sale: **4/2/2019** at **12:00PM**

Place of Sale: **At the Fallon Street emergency exit to the Alameda County Courthouse, located at 1225 Fallon St., Oakland, CA 94612**

Amount of unpaid balance and other charges: **\$515,345.74**

The purported property address is: **36549 CEDAR BLVD, NEWARK, CA 94560**

Assessor's Parcel No.: **092A-0985-021**

NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 916-939-0772 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-14-610521-AL. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

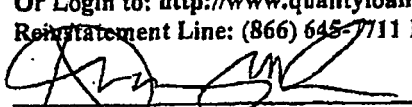
If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Date: 3/5/2019

Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711 For NON SALE information only
Sale Line: 916-939-0772
Or Login to: <http://www.qualityloan.com>
Reinstatement Line: (866) 645-7711 Ext 5318


Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary

APPENDIX G

2019 Trustee's Deed Upon Sale
(Recorded June 11, 2019)



2019110110

06/11/2019 02:34 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK
RECORDING FEE: 92.00
COUNTY TAX: 477.40

Recording requested by:

When recorded mail to:

COMMUNITY FUND LLC
1032 E 14TH ST
SAN LEANDRO, CA 94577

Forward tax statements to the address given above



2 PGS

TS No.: CA-14-610521-AL
Order No.: 14-0001632-01

Space above this line for recorders use

26549 Cedar Blvd.
Newark, CA
94560

Trustee's Deed Upon Sale

A.P.N.: 092A-0985-021

THE UNDERSIGNED GRANTOR DECLARES:

The grantee herein WASNT the foreclosing beneficiary.

The amount of the unpaid debt together with costs was:

\$519,631.20

The amount paid by the grantee at the trustee sale was:

\$434,000.00

The documentary transfer tax is:

\$477.40

Said property is in the City of: NEWARK, County of ALAMEDA

QUALITY LOAN SERVICE CORPORATION as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to:

COMMUNITY FUND LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of ALAMEDA, State of California, described as follows:

PARCEL 1, AS SHOWN ON THAT PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY ALAMEDA, STATE OF CALIFORNIA, ON JULY 30, 1973, IN BOOK 79 OF MAPS, PAGE 97.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by JOHN B FREITAS, A/K/A JOHN B FREITAS, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as trustor, dated 10/14/2005, and recorded on 10/25/2005 as Instrument No. 2005459181 of Official Records in the office of the Recorder of ALAMEDA, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 4/29/2014, Instrument no 2014-102128, of Official records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of California and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten/thirty days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with California Civil Code 2924b.

Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Default or the personal delivery of the copy of the Notice of Default and the posting and publication of copies of the Notice of Sale have been complied with.

Said property was sold by said Trustee at public auction on 6/3/2019 at the place named in the Notice of Sale, in the County of ALAMEDA, California, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount being \$434,000.00 in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: CA-14-610521-AL

Date: 06/10/19

QUALITY LOAN SERVICE CORPORATION


By: Damian Ramirez, Assistant Secretary

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: San Diego

On JUN 10 2019 before me, Katherine A. Davis a notary public, personally appeared Damian Ramirez, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature


Katherine A. Davis



APPENDIX H

Constitutional and Statutory Provisions

APPENDIX H

California Statutory Provisions

A32

California Civil Code § 2924

(a) Every transfer of an interest in property, other than in trust, made only as a security for the performance of another act, is to be deemed a mortgage, except when in the case of personal property it is accompanied by actual change of possession, in which case it is to be deemed a pledge. If, by a mortgage created after July 27, 1917, of any estate in real property, other than an estate at will or for years, less than two, or in any transfer in trust made after July 27, 1917, of a like estate to secure the performance of an obligation, a power of sale is conferred upon the mortgagee, trustee, or any other person, to be exercised after a breach of the obligation for which that mortgage or transfer is a security, the power shall not be exercised except where the mortgage or transfer is made pursuant to an order, judgment, or decree of a court of record, or to secure the payment of bonds or other evidences of indebtedness authorized or permitted to be issued by the Commissioner of Financial Protection and Innovation, or is made by a public utility subject to the provisions of the Public Utilities Act, until all of the following apply:

(1) The trustee, mortgagee, or beneficiary, or any of their authorized agents shall first file for record, in the office of the recorder of each county wherein the mortgaged or trust property or some part or parcel thereof is situated, a notice of default. That notice of default shall include all of the following:

(A) A statement identifying the mortgage or deed of trust by stating the name or names of the trustor or trustors and giving the book and page, or instrument number, if applicable, where the mortgage or deed of trust is recorded or a description of the mortgaged or trust property.

(B) A statement that a breach of the obligation for which the mortgage or transfer in trust is security has occurred.

(C) A statement setting forth the nature of each breach actually known to the beneficiary and of the beneficiary's election to sell or cause to be sold the property to satisfy that obligation and any other obligation secured by the deed of trust or mortgage that is in default.

(2) Not less than three months shall elapse from the filing of the notice of default.

(3) Except as provided in paragraph (4), after the lapse of the three months described in paragraph (2), the mortgagee, trustee, or other person authorized to take the sale shall give notice of sale, stating the time and place thereof, in the manner and for a time not less than that set forth in Section 2924f.

A35 California Civil Code § 2924f

(a) As used in this section and Sections 2924g and 2924h, "property" means real property or a leasehold estate therein, and "calendar week" means Monday through Saturday, inclusive.

(b)(1) Except as provided in subdivision (c), before any sale of property can be made under the power of sale contained in any deed of trust or mortgage, or any resale resulting from a rescission for a failure of consideration pursuant to subdivision (c) of Section 2924h, notice of the sale thereof shall be given by posting a written notice of the time of sale and of the street address and the specific place at the street address where the sale will be held, and describing the property to be sold, at least 20 days before the date of sale in one public place in the city where the property is to be sold, if the property is to be sold in a city, or, if not, then in one public place in the judicial district in which the property is to be sold, and publishing a copy once a week for three consecutive calendar weeks, the first publication to be at least 20 days before the date of sale, in a newspaper of general circulation published in the city in which the property or some part thereof is situated, if any part thereof is situated in a city, if not, then in a newspaper of general circulation published in the judicial district in which the property or some part thereof is situated, or in case no newspaper of general circulation is published in the city or judicial district, as the case may be, in a newspaper of general circulation published in the county in which

the property or some part thereof is situated, or in case no newspaper of general circulation is published in the city or judicial district or county, as the case may be, in a newspaper of general circulation published in the county in this state that (A) is contiguous to the county in which the property or some part thereof is situated and (B) has, by comparison with all similarly contiguous counties, the highest population based upon total county population as determined by the most recent federal decennial census published by the Bureau of the Census. A copy of the notice of sale shall also be posted in a conspicuous place on the property to be sold at least 20 days before the date of sale, where possible and where not restricted for any reason. If the property is a single-family residence the posting shall be on a door of the residence, but, if not possible or restricted, then the notice shall be posted in a conspicuous place on the property; however, if access is denied because a common entrance to the property is restricted by a guard gate or similar impediment, the property may be posted at that guard gate or similar impediment to any development community. Additionally, the notice of sale shall conform to the minimum requirements of Section 6043 of the Government Code and be recorded with the county recorder of the county in which the property or some part thereof is situated at least 14 days prior to the date of sale.

California Civil Code § 2924h

(a) Each and every bid made by a bidder at a trustee's sale under a power of sale contained in a deed of trust or mortgage shall be deemed to be an irrevocable offer by that bidder to purchase the property being sold by the trustee under the power of sale for the amount of the bid. Any second or subsequent bid by the same bidder or any other bidder for a higher amount shall be a cancellation of the prior bid.

(b) At the trustee's sale the trustee shall have the right (1) to require every bidder to show evidence of the bidder's ability to deposit with the trustee the full amount of his or her final bid in cash, a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state, or a cash equivalent which has been designated in the notice of sale as acceptable to the trustee prior to, and as a condition to, the recognizing of the bid, and to conditionally accept and hold these amounts for the duration of the sale, and (2) to require the last and highest bidder to deposit, if not deposited previously, the full amount of the bidder's final bid in cash, a cashier's check drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this

state, or a cash equivalent which has been designated in the notice of sale as acceptable to the trustee, immediately prior to the completion of the sale, the completion of the sale being so announced by the fall of the hammer or in another customary manner. The present beneficiary of the deed of trust under foreclosure shall have the right to offset his or her bid or bids only to the extent of the total amount due the beneficiary including the trustee's fees and expenses.

(c) In the event the trustee accepts a check drawn by a credit union or a savings and loan association pursuant to this subdivision or a cash equivalent designated in the notice of sale, the trustee may withhold the issuance of the trustee's deed to the successful bidder submitting the check drawn by a state or federal credit union or savings and loan association or the cash equivalent until funds become available to the payee or endorsee as a matter of right. For the purposes of this subdivision, the trustee's sale shall be deemed final upon the acceptance of the last and highest bid, and shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 15 calendar days after the sale, or the next business day following the 15th day if the county recorder in which the property is located is closed on the 15th day. However, the sale is subject to an automatic rescission for a failure of consideration in the event the funds are not available for withdrawal as defined in Section 12413.1 of the Insurance Code.

California Civil Code § 2924k

(a) The trustee, or the clerk of the court upon order to the clerk pursuant to subdivision (d) of Section 2924j, shall distribute the proceeds, or a portion of the proceeds, as the case may be, of the trustee's sale conducted pursuant to Section 2924h in the following order of priority:

(1) To the costs and expenses of exercising the power of sale and of sale, including the payment of the trustee's fees and attorney's fees permitted pursuant to subdivision (b) of Section 2924d and subdivision (b) of this section.

(2) To the payment of the obligations secured by the deed of trust or mortgage which is the subject of the trustee's sale.

(3) To satisfy the outstanding balance of obligations secured by any junior liens or encumbrances in the order of their priority.

(4) To the trustor or the trustor's successor in interest. In the event the property is sold or transferred to another, to the vested owner of record at the time of the trustee's sale.