

1 Cameron H. Totten, Esq. (SBN 180765)
2 Law Offices of Cameron H. Totten
3 620 N. Brand Blvd., Ste. 405
4 Glendale, California 91203
5 Telephone (818) 483-5795
6 Facsimile (818) 230-9817
7 ctotten@ctottenlaw.com

8 Attorney for Plaintiff

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF LOS ANGELES**

11) Case No:
12)
13) **COMPLAINT FOR**
14)
15) **(1) VIOLATION OF THE SECURITY**
16) **FIRST RULE;**
17) **(2) BREACH OF ORAL CONTRACT'**
18) **(3) BREACH OF WRITTEN CONTRACT;**
19) **(4) WRONGFUL FORECLOSURE;**
20) **(5) QUIET TITLE;**
21) **(6) SLANDER OF TITLE;**
22) **(7) CANCELLATION OF**
23) **INSTRUMENTS;**
24) **(8) PROMISSORY ESTOPPEL;**
25) **(9) NEGLIGENCE;**
26) **(10) NEGLIGENT**
27) **MISREPRESENTATION;**
28) **(11) FRAUD;**
29) **(12) VIOLATION OF THE ROSENTHAL**
30) **FAIR DEBT COLLECTION PRACTICES**
31) **ACT**
32) **(13) UNFAIR BUSINESS PRACTICES**
33) **UNDER B&P CODE § 17200 ET SEQ.;**
34) **AND**
35) **(14) DECLARATORY RELIEF**
36) **REQUEST FOR JURY TRIAL**
37)
38)

172 U.S. BANK, N.A., AS TRUSTEE FOR)
173 MASTR ASSET BACKED SECURITIES)
174 TRUST 2005-AB1; WELLS FARGO BANK,)
175 N.A.; FIRST AMERICAN LOANSTAR)
176 TRUSTEE SERVICES LLC, A TEXAS)
177 LIMITED LIABILITY COMPANY; FIRST)
178 AMERICAN TITLE INSURANCE)
179 COMPANY, A CALIFORNIA)
180 CORPORATION; ALL PERSONS)
181 UNKNOWN CLAIMING ANY LEGAL OR)
182 EQUITABLE RIGHT, TITLE, ESTATE,)
183 LIEN OR INTEREST IN THE PROPERTY)
184 DESCRIBED IN THE COMPLAINT)
185 ADVERSE TO PLAINTIFF'S TITLE, OR)
186 ANY CLOUD ON PLAINTIFF'S TITLE)
187 THERETO; AND DOES 1-10,)
188 Defendants.)

189 Plaintiff, , an individual, alleges as follows:

190 ///

191 ///

PARTIES

1 1. Plaintiff (“Plaintiff” or “Plaintiff”) is a resident of Los Angeles County,
2 California.

3 2. Plaintiff is informed and believes and based thereon alleges that Defendant U.S.
4 BANK N.A. (hereinafter, “U.S. Bank” or the “Trustee”), is a national banking association
5 organized under the laws of the United States and is a wholly-owned subsidiary of U.S.
6 Bancorp. Plaintiff alleges that U.S. Bank is the named Trustee for the MASTR Asset Backed
7 Securities Trust 2005-AB1 (the “Trust”). Plaintiff is informed and believes and therefore
8 alleges that U.S. Bank has acted as a trustee for mortgage-backed securitized trusts since 1987. .

9 3. Plaintiff is informed and believes and based thereon alleges that the Trust is a
10 common law trust formed in 2005 pursuant to New York law. The corpus of the Trust allegedly
11 consists of a pool of residential mortgage notes allegedly secured by liens on residential real
12 estate. Plaintiff is informed and believes and therefore alleges that the Trust has no officers or
13 directors and no continuing duties other than to hold assets and to issue the series of certificates
14 of investment. A detailed description of the categories of mortgage loans is included in the
15 Prospectus (“the Prospectus”) duly filed with the Securities and Exchange Commission on or
16 about November 1, 2005. The Trust’s SEC CIK Code for all SEC filings is 0001343149. True
and correct copies of pages 1 through 7 of the Prospectus are attached hereto as Exhibit “A” and
incorporated herein by reference.

17 4. Plaintiff is informed and believes and based thereon alleges that Defendant
18 WELLS FARGO BANK, N.A, is a South Dakota corporation (hereinafter, “Wells Fargo”) with
19 its principal place of business in California. Based upon information and belief, Plaintiff alleges
20 that Wells Fargo is the Master Servicer, Trust Administrator and a Custodian of the Trust.
21 Additionally, based upon information and belief, Wells Fargo was the originator of the mortgage
22 loan in this case. The Pooling and Servicing Agreement (“PSA”) for the Trust is a public
23 document on file with the SEC. The website for this document:
24 <http://www.sec.gov/Archives/edgar/data/1343149/000116231805001002/mabs2005ab1poolinga>
25 [greement.htm](http://www.sec.gov/Archives/edgar/data/1343149/000116231805001002/mabs2005ab1poolinga). Moreover, a true and correct copy of the PSA is attached hereto as Exhibit “B”
and incorporated herein by reference.

26 5. Plaintiff alleges that one purpose of the PSA is to document that in the regular
27 course of business the Defendants originate and acquire mortgage loans and desire by the PSA
28

1 to confirm the terms and conditions under which the Trust will “acquire the mortgage loans” so
2 originated.

3 6. Plaintiff is informed and believes and based thereon alleges that WELLS FARGO
4 HOME MORTGAGE is a division of Wells Fargo (hereinafter, “Home Mortgage”). Based
5 upon information and belief, Home Mortgage was formerly a separate corporate entity known as
6 Wells Fargo Home Mortgage, Inc., but in or around May 2004, it merged with Wells Fargo and
7 became a division of Wells Fargo. Thus, Wells Fargo and Home Mortgage are one and the same
8 and Wells Fargo is liable for any and all of Home Mortgage’s conduct alleged herein. Plaintiff
9 hereinafter differentiates the two as Wells Fargo deceptively differentiated between the two
10 entities when dealing with Plaintiff.

11 7. Plaintiff is informed and believes and based thereon alleges that First American
12 Loanstar Trustee Services LLC (“First American Loanstar”) is a Texas limited liability company
13 in the business of conducting non-judicial foreclosures in California.

14 8. Plaintiff is informed and believes and based thereon alleges that First American
15 Title Insurance Company (“First American Title”) is a California corporation with its principal
16 place of business in California. First American Title is in the business of conducting non-
17 judicial foreclosures in California and/or assisting foreclosure trustees (hereinafter, “First
18 American Loanstar” and “First American Title” shall be collectively referred to as “First
19 American.”

20 9. The defendants herein named as “all persons unknown, claiming any legal or
21 equitable right, title, estate, lien, or interest in the property described in the complaint adverse to
22 plaintiff’s title or any cloud on plaintiff’s title thereto” are hereinafter sometimes referred to as
23 the “unknown defendants” and are unknown to Plaintiff. These unknown defendants and each
24 of them claim or appear to claim some right, title, estate, lien, or interest in the property
25 described in Paragraph 18 herein, adverse to Plaintiff’s title. Their claims, and each of them,
26 constitute a cloud on Plaintiff’s title to the property.

27 10. Plaintiff is ignorant of the true names and capacities of defendants sued herein as
28 DOES 1 through 10, inclusive, and therefore sues these defendants by such fictitious names and
all persons unknown claiming any legal or equitable right, title, estate, lien, or interest in the
property described in this complaint adverse to Plaintiff’s title, or any cloud on Plaintiff’s title
thereto. Plaintiff will amend this complaint to allege their true names and capacities when
ascertained.

1 11. Defendants sued herein as DOES 1 through 10 are contractually, strictly,
2 negligently, intentionally, vicariously liable and or otherwise legally responsible in some manner
3 for each and every act, omission, obligation, event or happening set forth in this Complaint, and
4 that each of said fictitiously named Defendants is indebted to Plaintiff as hereinafter alleged.

5 12. The use of the term “Defendants” in any of the allegations in this Complaint,
6 unless specifically otherwise set forth, is intended to include and charge both jointly and
7 severely, not only named Defendants, but all Defendants designated as well.

8 13. Plaintiff is informed and believe and thereon alleges that, at all times mentioned
9 herein, Defendants were agents, servants, employees, alter egos, superiors, successors in interest,
10 joint venturers and/ or co-conspirators of each of their co-defendants and in doing the things
11 herein after mentioned, or acting within the course and scope of their authority of such agents,
12 servants, employees, alter egos, superiors, successors in interest, joint venturers and/ or co-
13 conspirators with the permission and consent of their co-defendants and, consequently, each
14 Defendant named herein, and those Defendants named herein as DOES 1 through 10, inclusive,
15 are jointly and severally liable to Plaintiff for the damages and harm sustained as a result of their
16 wrongful conduct.

17 14. Defendants, and each of them, aided and abetted, encouraged, and rendered
18 substantial assistance to the other Defendants in breaching their obligations to Plaintiff, as
19 alleged herein. In taking action, as alleged herein, to aid and abet and substantially assist the
20 commissions of these wrongful acts and other wrongdoings complained of, each of the
21 Defendants acted with an awareness of its primary wrongdoing and realized that its conduct
22 would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and
23 wrongdoing.

24 15. Defendants, and each of them, knowingly and willfully conspired, engaged in a
25 common enterprise, and engaged in a common course of conduct to accomplish the wrongs
26 complained of herein. The purpose and effect of the conspiracy, common enterprise, and
27 common course of conduct complained of was, inter alia, to financially benefit Defendants at the
28 expense of Plaintiff by engaging in fraudulent activities. Defendants accomplished their
conspiracy, common enterprise, and common course of conduct by misrepresenting and
concealing material information regarding the servicing of loans, and by taking steps and
making statements in furtherance of their wrongdoing as specified herein. Each Defendant was
a direct, necessary and substantial participant in the conspiracy, common enterprise and common

1 course of conduct complained of herein, and was aware of its overall contribution to and
2 furtherance thereof. Defendants' wrongful acts include, inter alia, all of the acts that each of
3 them are alleged to have committed in furtherance of the wrongful conduct of complained of
4 herein.

5 16. Any applicable statutes of limitations have been tolled by the Defendants'
6 continuing, knowing, and active concealment of the facts alleged herein. Despite exercising
7 reasonable diligence, Plaintiff could not have discovered, did not discover, and was prevented
8 from discovering, the wrongdoing complained of herein.

9 17. In the alternative, Defendants should be estopped from relying on any statutes of
10 limitations. Defendants have been under a continuing duty to disclose the true character, nature,
11 and quality of their financial services and debt collection practices. Defendants owed Plaintiff
12 an affirmative duty of full and fair disclosure, but knowingly failed to honor and discharge such
13 duty.

14 **GENERAL ALLEGATIONS**

15 18. On or about September 29, 2005, Plaintiff entered into a consumer loan
16 transaction with Defendant Wells Fargo (the "Loan") to re-finance that four-unit residential
17 property that is commonly known as 6304 Arbutus Avenue, Huntington Park, CA 90255, and
18 described as APN 6319-007-036, Lot 31, in Block 8, of Tract No. 3158, in the County of Los
19 Angeles, State of California, as per map recorded in Book 33, Page 28 of Maps in the Office of
20 the County Recorder of the County of Los Angeles, California (the "Subject Property").
21 Plaintiff executed a Promissory Note ("Note") as part of the Loan transaction. Additionally,
22 based upon information and belief, in connection with the Loan transaction, Wells Fargo took a
23 security interest in the Subject Property in the form of a Deed of Trust recorded with the Los
24 Angeles Recorder's Office on or about September 29, 2005 ("DOT"). A true and correct copy
25 of the DOT is attached hereto as Exhibit "C" and incorporated herein by reference.

26 19. Shortly thereafter, Wells Fargo and/or Home Mortgage represented that Home
27 Mortgage was the servicer of Plaintiff's Loan.

28 20. Plaintiff is informed and believes and based thereon alleges that, on or about May
6, 2009, Home Mortgage caused a Notice of Default to be recorded, listed itself as the entity for
Plaintiff to contact and declared, under penalty of perjury, that the requirements of Section
2923.5 of the California Civil Code had been met, even though Home Mortgage seized to exist
as a separate corporate entity five years earlier. The Default Declaration attached to the Notice

1 of Default is false as it states that Home Mortgage is the mortgagee, beneficiary, or their
2 authorized agent. It could not have been any of the three as it was no longer a separate entity as
3 of May 2004. Moreover, the declaration is void as it does not set forth which “necessary
4 requirement” was met by the alleged beneficiary which is never named in the document. Thus,
5 the declaration fails to establish compliance with Section 2923.5. A true and correct copy of the
6 Notice of Default with the Default Declaration attached is attached hereto as Exhibit “D” and
7 incorporated herein by reference.

8 21. Additionally, as Home Mortgage is a division of Wells Fargo, the only
9 conceivable entity that it could have been the authorized agent of is Wells Fargo. Thus, Plaintiff
10 is informed and believes and thereon alleges that Wells Fargo was the beneficiary of the DOT on
11 May 6, 2009. Moreover, the NOD is also wrongful and void because it was executed by First
12 American as “agent for the current beneficiary.” First American had no legal basis to execute
13 the NOD as it was not the trustee on the DOT and had not been substituted in as trustee as of
14 May 6, 2009. Therefore, the NOD is void ab initio.

15 22. Thereafter, on June 10, 2009, Wells Fargo, through First American as its
16 “attorney in fact,” executed a Substitution of Trustee (“SOT”) naming itself as Trustee. A true
17 and correct copy of the SOT is attached hereto as Exhibit “E” and incorporated herein by
18 reference. The SOT clearly establishes that First American Loanstar had no authority to execute
19 the Notice of Default as the trustee of the beneficiary, Wells Fargo, one month earlier.
20 Moreover, it is fraudulent as it is not executed by Wells Fargo but instead First American
21 Loanstar substitutes itself as trustee which violates the terms of the DOT and California law.
22 First American Loanstar failed to act as an impartial third party in this transaction and
23 overstepped its boundaries as a trustee and “attorney in fact.”

24 23. On or about June 19, 2009, approximately nine (9) days after Wells Fargo, acting
25 as the beneficiary of the DOT substituted the trustee, Wells Fargo recorded an Assignment of
26 Deed of Trust (“Assignment of DOT”) which assigned all beneficial interest in the DOT to US
27 Bank as Trustee for the Trust. A true and correct copy of the Assignment of DOT is attached
28 hereto as Exhibit “F” and incorporated herein by reference.

29 24. Prior to and after Home Mortgage allegedly recorded the NOD, Plaintiff entered
30 into workout negotiations with Home Mortgage regarding the Loan. Plaintiff forwent seeking
31 other remedies in reliance on the Defendants’ promises. If Home Mortgage had not purported to
32 engage in a loan modification process, Plaintiff would have focused his time on seeking

1 alternatives to foreclosure other than loan modification, such as reorganization under
2 Bankruptcy law.

3 25. Despite the ongoing negotiations between Home Mortgage and Plaintiff, on or
4 approximately August 13, 2009, First American caused a Notice of Trustee's Sale Under Deed
5 of Trust with a sale date of September 2, 2009 ("First NOS"). Attached to the First NOS was a
6 Declaration under penalty of perjury executed by Marsha Graham as Assistant Vice President of
7 Wells Fargo Home Mortgage, Inc. Said declaration was false as Wells Fargo Home Mortgage,
8 Inc. ceased to exist in 2004. Thus, Ms. Graham's statement that Wells Fargo Home Mortgage,
9 Inc. "obtained from the Commissioner of Corporations a final or temporary order of exemption
10 pursuant to California Civil Code Section 2923.53 that is current and valid on the date the [sic]
11 accompanying Notice of Sale is filed" is false. A true and correct copy of the First NOS with
12 declaration is attached hereto as Exhibit "G" and incorporated herein by reference. At all
13 relevant times, Defendants misrepresented that Home Mortgage was a separate entity and the
14 servicer for the Loan.

15 26. As part of their negotiations of a workout agreement regarding the Loan, Home
16 Mortgage requested that Plaintiff make monthly payments in the amount of \$1,918.13 as a
17 demonstration of good faith and as part of a so-called "trial modification" Plaintiff agreed to
18 make such payments with the understanding that Home Mortgage would not conduct a trustee
19 sale of the Subject Property while the negotiations were under way and would offer him a work-
20 out agreement of the Loan that would allow him to retain the Subject Property under more
21 reasonable terms in light of its significantly reduced fair market value. Plaintiff authorized
22 Home Mortgage to withdraw the monthly trial payments directly from his bank account.
23 Nevertheless, unbeknownst to Plaintiff, on or approximately October 1, 2009, Home Mortgage
24 allegedly recorded a second Notice of Trustee's Sale Under Deed of Trust with a sale date of
25 October 21, 2009 ("Second NOS"). A true and correct copy of the Second NOS with the same
26 declaration executed by Ms. Graham is attached hereto as Exhibit "H" and incorporated herein
27 by reference.

28 27. As part of their "trial modification," Home Mortgage withdrew the monthly trial
payment for November, 2009 from Plaintiff's bank account. Yet, contrary to the agreement with
Plaintiff, without providing notice to Plaintiff and in the midst of ongoing negotiations with
Plaintiff, on or about November 25, 2009, Defendant First American conducted a trustee sale of
the Subject Property on behalf of the Trust. A true and correct copy of the Trustee's Deed Upon

1 Sale (“TDUS”) is attached hereto as Exhibit “I” and incorporated herein by reference.

2 Subsequently, Home Mortgage continued to withdraw the trial loan modification payments in
3 December 2009.

4 28. Furthermore, the Defendants failed to conduct the foreclosure sale of the Subject
5 Property in accordance with the requirements of California Civil Code Sections 2923.5 and
6 2932.5, and Commercial Code Sections 3301, et seq. Consequently, the Defendants failed to
7 comply with the strict requirements of California Civil Code Sections 2924 et seq., which
8 renders the foreclosure sale of the Subject Property void ab initio as a matter of law.

9 29. Plaintiff alleges that Defendants, and each of them, are engaged in and continue
10 to engage in violations of California law, including, but not limited to, Business and Professions
11 Code Section 17200 et seq., Civil Code Sections 1709, 2924 et seq and 2932.5 et seq., and
12 unless restrained will continue to engage in such misconduct, and that a public benefit warrants
13 that Defendants be restrained from such conduct in the future:

14 30. It is essential to the economic health of California for the state to ameliorate the
15 deleterious effects on the state economy and local economies and the California housing market
16 that will result from the continued foreclosures of residential properties in unprecedented
17 numbers by modifying the foreclosure process to require mortgagees, beneficiaries, or
18 authorized agents to contact borrowers and explore options that could avoid foreclosure. These
19 changes in accessing the state's foreclosure process are essential to ensure that the process does
20 not exacerbate the current crisis by adding more foreclosures to the glut of foreclosed properties
21 already on the market when a foreclosure could have been avoided. Those additional
22 foreclosures will further destabilize the housing market with significant, corresponding
23 deleterious effects on the local and state economy.

ALLEGATIONS REGARDING THE TRUST

24 31. Plaintiff is informed and believes and thereon alleges that the Trust issued the
25 investment bonds in the mortgage-backed Trust identified herein. Said securities were
26 underwritten by UBS Securities LLC. Plaintiff alleges that these securities were duly registered
27 with the Securities and Exchange Commission (“SEC”) on a registration statement bearing file
28 number 333-124678-09. The registration statement and other reports and information regarding
the Trustee are available at the SEC’s Internet site at <http://www.sec.gov>. The materials are also
available to read and copy at the SEC’s Public Reference Room at 100 F. Street, N.E.,
Washington, D.C. 20549.

1 32. In the Assignment of the DOT attached hereto as Exhibit “F,” the Trust is listed
2 as the holder and owner of the Note and the beneficiary of the Deed of Trust. However, the
3 Note and Deed of Trust executed by Plaintiff identify the mortgagee and note holder as the
4 original lending institution—Wells Fargo.

5 33. Plaintiff further alleges that no documents or records have been filed with the Los
6 Angeles County Recorder’s Office, or provided to Plaintiff, which demonstrate that, prior to the
7 Closing Date of the Trust, the Note was duly endorsed, transferred and delivered to the Trust as
8 required by the PSA. Plaintiff further alleges that in order for the Trust to have had a valid and
9 enforceable security interest against the Subject Property, the Trust must prove that it received
10 an endorsement of the Note prior to the Closing Date of the Trust and that it had physical
11 possession of the Note at the time of the foreclosure. Absent such proof, Plaintiff alleges that
12 the Trust did not have standing to foreclose on the Subject Property.

13 34. Pursuant to Section 2.01(b)(A) of the PSA, prior to the Closing Date of October
14 31, 2005, the Depositor agreed to deliver to the Custodian on behalf of the Trustee all of the
15 Notes, endorsed in blank, without recourse “with all intervening endorsements showing a
16 complete chain of endorsement from the originator to the Person endorsing the Mortgage Note
17 (each such endorsement being sufficient to transfer all right, title and interest of the party so
18 endorsing, as noteholder or assignee thereof, in and to that Mortgage Note)”

19 35. Plaintiff is informed and believes and thereon alleges that the Note in this case
20 was never actually transferred and delivered by Wells Fargo to the Depositor and by the
21 Depositor to the Custodian on behalf of the Trustee for the Trust pursuant to the requirements of
22 Section 2.01 of the PSA. Moreover, Plaintiff’s Loan that was allegedly transferred to the Trust
23 pursuant to the PSA was not listed in any of the documents filed by the Trust and available to
24 the public at www.edgar.gov. Accordingly, Plaintiff alleges that the Note in this case was never
25 lawfully negotiated and physically delivered to the Trust.

26 36. Additionally, the Section 2.01(b)(C) of the PSA provides that, prior to the
27 Closing Date of October 31, 2005, “[t]he Depositor has delivered or caused to be delivered to
28 the Custodian, on behalf of the Trustee, for the benefit of the Certificateholders and the
Certificate Insurer, the following documents or instruments with respect to each Mortgage Loan
that is not a Cooperative Mortgage Loan so assigned: . . . (C) a duly executed assignment of the
Mortgage (which may be included in a blanket assignment or assignments), endorsed in the
following form: “U.S. Bank National Association, in trust for the MASTR Asset Backed

1 Securities Trust 2005-AB1 for the benefit of the Holders of the Mortgage Pass-Through
2 Certificates, Series 2005-AB1” together with, except as provided below, all interim recorded
3 assignments of such mortgage (each such assignment, when duly and validly completed, to be in
4 recordable form and sufficient to effect the assignment of and transfer to the assignee thereof,
under the Mortgage to which the assignment relates)”

5 37. Section 2.01(b) of the PSA also provides that: “As promptly as practicable
6 subsequent to such transfer and assignment, set forth in clause (a) above and in any event, within
7 ninety (90) days thereafter, the Custodian shall affix the Trustee’s name to each assignment of
8 Mortgage, as the assignee thereof, and, subject to Section 2.02, the Master Servicer shall enforce
9 the obligations of the related Servicer pursuant to the related Servicing Agreement to (i) cause
10 such assignment to be in proper form for recording in the appropriate public office for real
11 property records and (ii) cause to be delivered for recording in the appropriate public office for
12 real property records the assignments of the Mortgages to the Trustee . . . except that the related
13 Servicer need not cause to be recorded any assignment which relates to a Mortgage Loan (a) in
14 any state where, in an Opinion of Counsel addressed to the Trustee, such recording is not
15 required to protect the Trustee’s interests in the Mortgage Loan against the claim of any
16 subsequent transferee or any successor to or creditor of the Depositor or the Transferor, (b) in
17 any state where recordation is not required by either Rating Agency to obtain the initial ratings
18 on Certificates set forth in the Prospectus Supplement or (c) with respect to any Mortgage which
19 has been recorded in the name of MERS, or its designee.” Plaintiff alleges that none of the
20 exceptions apply to Plaintiff’s Loan. Accordingly, the PSA required the Assignment of the
21 DOT to be recorded within ninety (90) days of the assignment of the loan to the Trust which had
22 to occur by October 31, 2005. Based upon information and belief, the Assignment of the DOT
23 did not occur by October 31, 2005, or ninety (90) days thereafter, but rather on June 19, 2009,
24 long after the Trust had closed. Said Assignment was ineffective as the Trust could not have
25 accepted the DOT after the Closing Date pursuant to the PSA and the requirements for a REMIC
Trust. If the assignment was made after the closing date, the non-compliance with the REMIC
26 statutes would terminate the trust by extinguishing its tax exempt status under the REMIC
27 statutes.

28 38. Therefore, Plaintiff alleges upon information and belief that the Trust did not
hold any interest in Plaintiff’s Loan and, therefore, did not have standing to foreclose on the
Subject Property in November 2009. The fact that Wells Fargo acted as beneficiary of the DOT

1 in 2009, long after the Closing Date of the Trust on October 31, 2005, clearly establishes that
2 Plaintiff's Loan was never transferred to the Trust. If it was transferred, pursuant to the PSA,
3 the Trust would have become the beneficiary and owner of the Note and DOT on October 31,
4 2005, or, at the very latest, ninety (90) days thereafter. Therefore, the foreclosure of the Subject
5 Property, as well as the NOD, SOT, Assignment of DOT, First NOS, Second NOS and TDUS,
6 were wrongful and void ab initio. None of the Defendants hold a legal or equitable interest in
the Subject Property.

7 39. The gravamen of Plaintiff's complaint is that Defendants conducted a foreclosure
8 sale of the Subject Property without any legal authority or standing to do so, and in violation of
9 State laws which were specifically enacted to protect consumers such as Plaintiff from the type
10 of abusive, deceptive, and unfair conduct in which Defendants engaged which are detailed
11 herein by failing to follow the procedure prescribed by such laws to foreclose property.
12 Additionally, the Defendants' foreclosure was wrongful as they purported to engage in
13 negotiations with Plaintiff to modify or otherwise negotiate a workout of the Loan with Plaintiff
14 and Plaintiff relied on such negotiations and forwent seeking relief under Bankruptcy law,
15 among other things, but Defendants surreptitiously (i.e., without providing adequate notice) sold
16 the Subject Property at a foreclosure sale even though they had even accepted payments during
the workout negotiations and before, during and after the foreclosure sale. The Defendants have
caused Plaintiff damages as well as severe emotional distress.

17 40. After the foreclosure of the Subject Property, Plaintiff filed for protection under
18 Chapter 11 of the Bankruptcy Code and his Chapter 11 plan of reorganization was confirmed.

19 **FIRST CAUSE OF ACTION**

20 **(Violation of the Security First Rule)**

21 **(Against Defendants US Bank, Wells Fargo and DOES 1-10)**

22 41. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
23 through 40, inclusive, as though fully set forth herein.

24 42. From October 2009 through December 2009, Plaintiff tendered three (3)
25 payments of \$1918.13, totaling \$5,754.39 to Home Mortgage pursuant to a trial loan
modification agreement between Plaintiff and Home Mortgage.

26 43. Home Mortgage received and accepted payments from Plaintiff while foreclosing
27 on the Subject Property. Payments were received and accepted by Home Mortgage before and
28 after the date of foreclosure of the Subject Property.

FOURTH CAUSE OF ACTION

(Wrongful Foreclosure)

(Against All Defendants)

1
2
3 57. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
4 through 56, inclusive, as though fully set forth herein.

5 58. Plaintiff is informed and believes and thereon alleges that after the origination
6 and funding of his Loan, it was sold or transferred to investors or other entities and that US
7 Bank, Wells Fargo and DOES 1 through 10 did not own the loans or the corresponding notes at
8 the time of the foreclosure sale. Moreover, First American was not lawfully appointed as trustee
9 by US Bank, Wells Fargo and DOES 1 through 10. Accordingly, none of the Defendants in this
10 action had the right to declare default, cause notices of default to be issued or recorded, or
11 foreclose on Plaintiff's interest in the Subject Property. None of the Defendants in this action
12 was the note holder or a beneficiary of Plaintiff's Loan at the time of foreclosure.

13 59. Plaintiff further alleges on information and belief that none of the Defendants in
14 this action were beneficiaries or representatives of the beneficiary. That is, none of them were
15 assigned the Note and/or DOT executed by Plaintiff. Also, US Bank, Wells Fargo and DOES 1
16 through 10 failed to record the Limited Power of Attorney concurrently with the NOD, SOT and
17 First NOS and Assignment of DOT as required under California law. Moreover, none of the
18 signatories to the NOD, SOT, First NOS, Second NOS, Assignment of DOT, and TDUS had the
19 authority to execute said documents. None of said documents properly disclosed the principals
20 that the individual was signing for. Moreover, the NOD was invalid and void as it was executed
21 by First American prior to the date that it was allegedly substituted in as trustee. Consequently,
22 all documents upon which the NOD was based were invalid and void as well.

23 60. US Bank, Wells Fargo and DOES 1 through 10 breached its obligation to
24 Plaintiff to modify the loan by proceeding with a foreclosure of the Subject Property when Wells
25 Fargo and Home Mortgage had agreed not to do so. Defendants further breached the provisions
26 of Civil Code Section 2924g(c)(1) which requires postponement of a foreclosure sale by "mutual
27 agreement, whether oral or in writing, of any trustor and any beneficiary." Here, Plaintiff had an
28 oral agreement not to proceed with a foreclosure of the Subject Property. US Bank, Wells Fargo
and DOES 1 through 10 breached it. Furthermore, US Bank, Wells Fargo, First American and
DOES 1 through 10 breached Sections 2924f and 2924g by not providing proper notice of the

1 postponement of the trustee's sale on October 21, 2009, and not providing notice pursuant to the
2 strict requirements of said code sections.

3 61. Among other things, Defendants agreed to postpone any sale if Plaintiff applied
4 for a modification of the Loan and even took agreed-upon monthly payments as consideration
5 for such agreement but nevertheless sold the Subject Property at a sale conducted without notice
6 to Plaintiff. Any notice previously provided was rendered ineffective by Defendant Wells Fargo
and Home Mortgage's acts and omissions.

7 62. Additionally, US Bank, Wells Fargo and DOES 1 through 10 breached the SPA
8 by failing to review the financial information of Plaintiff and negotiate a loan modification with
9 Plaintiff in good faith. Plaintiff is informed and believes that US Bank, Wells Fargo and DOES
10 1 through 10 received a substantial amount of TARP funds from the federal government, a
11 condition of which was that US Bank, Wells Fargo and DOES 1 through 10 was required to
12 comply with the provisions of the SPA. As US Bank, Wells Fargo and DOES 1 through 10
13 breached their obligations not to foreclose during the review period, the trustee's deed upon sale
was issued in violation of the SPA and is void.

14 63. Also, Defendants violated California Civil Code §2923.5(a), which requires a
15 "mortgagee, beneficiary or authorized agent" to "contact the borrower or person by telephone in
16 order to assess the borrower's financial situation and explore options for the borrower to avoid
17 foreclosure. "Section 2923.5(b) requires a default notice to include a declaration "from the
18 mortgagee, beneficiary, or authorized agent" of compliance with section 2923.5, including
19 attempt "with due diligence to contact the borrower as required by this section." None of the
20 Defendants assessed Plaintiff's financial situation correctly or in good faith prior to filing the
21 Notices of Default against the Subject Property in this action. Additionally, the declaration was
22 executed on behalf of a corporation that was not in existence at the time of the declaration.
23 Also, the declaration did not satisfy the requirements of Section 2923.5. Accordingly, the
24 Defendants did not fulfill their legal obligation to Plaintiff prior to filing of the Notices of
Default and, therefore, any acts based on the Notice of Default taken thereafter were invalid and
void.

25 64. Alternatively, as a result of US Bank, Wells Fargo and DOES 1 through 10's
26 violation of the Security First Rule, US Bank, Wells Fargo and DOES 1 through 10 no longer
27 had a security interest in the Subject Property at the time of foreclosure. Accordingly,
28 Defendants were prohibited from invoking the power of sale provision in the DOT as the

1 Subject Property no longer secured the debt allegedly owed to US Bank, Wells Fargo and/or
2 DOES 1 through 10.

3 65. Consequently, Defendants engaged in a fraudulent and wrongful foreclosure of
4 the Subject Property in that Defendants did not have the legal authority to foreclose on the
5 Subject Property and, alternatively, if they had the legal authority, they failed to comply with
6 Civil Code Sections 2923.5 and 2923.6.

7 66. As a result of the above-described breaches and wrongful conduct by
8 Defendants, Plaintiff has suffered general and special damages in an amount according to proof
9 at trial, but not less than \$1,000,000.

10 **FIFTH CAUSE OF ACTION**

11 **(Quiet Title)**

12 **(Against Defendants US Bank, Wells Fargo, All Persons Unknown, Claiming Any Legal Or**
13 **Equitable Right, Title, Estate, Lien, Or Interest In The Property Described In The**
14 **Complaint Adverse To Plaintiff's Title Or Any Cloud On Plaintiff's Title Thereto and**
15 **DOES 1 through 10)**

16 67. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
17 through 66, inclusive, as though fully set forth herein.

18 68. Plaintiff is the legal owner of the property that is commonly known as APN
19 6319-007-036, 6304, Arbutus Avenue, Huntington Park, CA 90255, and described as Lot 31, in
20 Block 8, of Tract No. 3158, in the County of Los Angeles, State of California, as per map
21 recorded in Book 33, Page 28 of Maps in the Office of the County Recorder of the County of
22 Los Angeles, California.

23 69. Plaintiff seeks to quiet title against the claims of US Bank, Wells Fargo, and
24 anyone else claiming interest in the property. US Bank, Wells Fargo and any successors or
25 assignees have no right to title or interest in the property and no right to entertain any rights of
26 ownership including rights of possession.

27 70. Plaintiff seeks to quiet title as of November 24, 2009. Plaintiff seeks a judicial
28 declaration that the title to the Subject Property is vested in Plaintiff alone and that Defendants
and each of them be declared to have no interest estate, right, title or interest in the Subject
Property and that Defendants, their agents and assigns, be forever enjoined from asserting any
estate, right title or interest in the Subject Property.

1 89. Defendants US Bank, Wells Fargo, and DOES 1 through 10 made a promise,
2 through oral and written representations, that they would not foreclosure on the Subject Property
3 if Plaintiff's completed an application for a loan modification and made monthly payments in an
4 amount certain to Defendants.

5 90. Defendants US Bank, Wells Fargo, and DOES 1 through 10 should have
6 reasonably expected that Plaintiff would rely on such promise;

7 91. Plaintiff did in fact justifiably rely on that promise by completing the application
8 and making payments rather than pursuing alternate measures to avoid the foreclosure sale
9 including, but not limited to, the filing of a Chapter 11 bankruptcy. Additionally, Plaintiff could
10 have explored the possibility of refinancing or marketing and selling the Subject Property, either
11 of which would have been an option as the property was generating income for Plaintiff.

12 Accordingly, Defendants US Bank, Wells Fargo, and DOES 1 through 10 were estopped from
13 taking any action that was contrary to the written and oral promises made by it to Plaintiff.

14 92. Additionally, pursuant to the SPA and HAMP, Defendants US Bank, Wells
15 Fargo, and DOES 1 through 10 promised to suspend all pending foreclosure proceedings until
16 the HAMP analysis was complete for all homeowners, including Plaintiff. Plaintiff is a third
17 party beneficiary of this agreement.

18 93. Pursuant to the SPA and the HAMP, Defendants US Bank, Wells Fargo, and
19 DOES 1 through 10 agreed to offer a 3 month HAMP Trial Period at a payment level of 31
20 percent of income to all borrowers, including Plaintiff, who met the HAMP criteria and passed
21 the NPV test.

22 94. Defendants US Bank, Wells Fargo, and DOES 1 through 10 breached the SPA
23 agreement with the federal government of which Plaintiff is a third party beneficiary.
24 Accordingly, Defendants US Bank, Wells Fargo, and DOES 1 through 10 should be estopped
25 from claiming any benefit from the foreclosure due to its violation of the SPA.

26 95. As a result of Defendants US Bank, Wells Fargo, and DOES 1 through 10's false
27 promises and misrepresentations, Plaintiff suffered special and general damages in an amount
28 according to proof at trial, but not less than \$1,000,000.

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NINTH CAUSE OF ACTION
(Negligence)

(Against All Defendants)

1 96. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
2 through 95, inclusive, as though fully set forth herein.

3 97. At all times relevant herein, US Bank, Wells Fargo and DOES 1 through 10,
4 acting as Plaintiff's lenders and/or servicers, had a duty to exercise reasonable care and skill to
5 maintain proper and accurate loan records and to discharge and fulfill the other incidents
6 attendant to the maintenance, accounting and servicing of loan records, including, but not
7 limited, disclosing to Plaintiff the status of any foreclosure actions taken by it, disclosing who
8 owned Plaintiff's Loan to Plaintiff, refraining from taking any action against Plaintiff that it did
9 not have the legal authority to do, and providing all relevant information regarding the Loan
10 Plaintiff had with them to Plaintiff.

11 98. In taking the actions alleged above, and in failing to take the actions as alleged
12 above, US Bank, Wells Fargo and DOES 1 through 10 breached their duty of care and skill to
13 Plaintiff in the servicing of Plaintiff's loans by, among other things, failing to disclose to
14 Plaintiff that it was foreclosing on Plaintiff's Subject Property while telling him the opposite,
15 treating Home Mortgage as a separate entity to confuse and mislead Plaintiff, preparing and
16 recording false documents, and foreclosing on the Subject Property without having the legal
17 authority and/or proper documentation to do so.

18 99. At all times relevant herein, First American, acting as the alleged trustee under
19 the DOT, but without the legal authority to do so, had a duty to exercise reasonable care and
20 skill to follow California law with regard to foreclosures, avoid any conflicts of interest in
21 exercising its duties, and refrain from taking any action against Plaintiff that it did not have the
22 legal authority to do.

23 100. In taking the actions alleged above, and in failing to take the actions as alleged
24 above, First American breached its duty of care and skill to Plaintiff by failing to properly train
25 and supervise its agents and employees with regard to California law regarding the execution
26 and recording of foreclosure documents; executing the SOT, NOD, Assignment of DOT, First
27 NOS, Second NOS and TDUS without the legal authority to do so; failing to follow California
28 law with regard to foreclosures, including, but not limited to, acting as the trustee under the
DOT when it did not have the legal authority to do so; and taking actions against Plaintiff that it
did not have the legal authority to do.

1 111. US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 failed to
2 disclose to Plaintiff that they intended to foreclose on the DOT regardless of the agreement.
3 Furthermore, Wells Fargo and Home Mortgage fraudulently represented that they were separate
4 entities so as to confuse and mislead Plaintiff into believing that Wells Fargo was the lender and
5 Home Mortgage was the servicer when the latter had ceased to exist as a corporate entity years
6 earlier.

7 112. The representations of US Bank, Wells Fargo, Home Mortgage and DOES 1
8 through 10 were false and fraudulent as they caused a trustee's sale to be scheduled on
9 November 25, 2009, without Plaintiff's knowledge. Although Plaintiff had numerous
10 communications with Wells Fargo and Home Mortgage prior to November 25, 2009, they never
11 disclosed to Plaintiff that the Subject Property would be sold at a trustee's sale on November 25,
12 2009. US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 intentionally made the
13 representations as part of their pattern and practice to deceive borrowers such as Plaintiff into
14 relying to their detriment so that they could foreclose on homes before borrowers could seek
15 other remedies or options. The exact same thing happened to Plaintiff. Plaintiff justifiably
16 relied on the oral and written representations of US Bank, Wells Fargo, Home Mortgage and
17 DOES 1 through 10 that no foreclosure would take place during the loan modification process
18 and did not seek other remedies or pursue other options during the process. As a proximate
19 result of US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10's fraudulent
20 misrepresentations, Plaintiff lost his home and suffered great emotional distress.

21 113. Accordingly, as a result of US Bank, Wells Fargo, Home Mortgage and DOES 1
22 through 10's fraudulent conduct, Plaintiff has suffered, and will continue to suffer,
23 compensatory, general and special damages in an amount to proof, but not less than \$1,000,000..
24 Additionally, US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 acted with
25 malice, fraud and/or oppression and, thus, Plaintiff is entitled to an award of exemplary and
26 punitive damages.

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TWELFTH CAUSE OF ACTION
(Violation of the Rosenthal Fair Debt Collection Practices Act)
(Against US Bank, Wells Fargo and DOES 1 Through 10)

1 114. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
2 through 113, inclusive, as though fully set forth herein.

3 115. Plaintiff is a consumer and the obligation between the parties is a debt owed
4 pursuant to the subject notes and trust deeds and is a consumer debt pursuant to the Rosenthal
5 Fair Debt Collection Practices Act (“Rosenthal Act”).

6 116. US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 are lender and
7 mortgage servicing companies that are in the business of collecting and processing mortgage
8 payments.

9 117. The representative of US Bank, Wells Fargo, Home Mortgage and DOES 1
10 through 10 made false misrepresentations in connection with the debt secured by the DOT on
11 the Subject Property. Specifically, US Bank, Wells Fargo, Home Mortgage and DOES 1 through
12 10 represented that if Plaintiff submitted an application for a loan modification and monthly
13 payments of \$1918.13 were made, they would not foreclose on the Subject Property. This
14 representation was false and fraudulent as, after Plaintiff entered into the agreement and sent two
15 of the three payments as agreed, US Bank, Wells Fargo, Home Mortgage and DOES 1 through
16 10 foreclosed on the Subject Property anyway without notice.

17 118. Additionally, after Plaintiff’s debt was extinguished by the foreclosure on the
18 Subject Property, US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 deducted the
19 third monthly payment of \$1918.13 from Plaintiff’s bank account for a debt that no longer
20 existed. US Bank, Wells Fargo, Home Mortgage and DOES 1 through 10 received but did not
21 refund any of the payments made by Plaintiff including the payment automatically deducted
22 from Plaintiff’s bank account after the foreclosure sale occurred.

23 119. As a proximate result of US Bank, Wells Fargo, Home Mortgage and DOES 1
24 through 10’s violations of the Rosenthal Act, Plaintiff is entitled to actual and statutory
25 damages, attorney’s fees and costs, and such other relief as the court determines is due.

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THIRTEENTH CAUSE OF ACTION
(Unfair Practices under California Business & Professions Code Section 17200, et seq.)
(Against All Defendants)

1 120. Plaintiff incorporates herein by reference the allegations made in paragraphs 1
2 through 119, inclusive, as though fully set forth herein.

3 121. California Business & Professions Code Section 17200, et seq., prohibits acts of
4 unfair competition, which means and includes any “fraudulent business act or practice . . .” and
5 conduct which is “likely to deceive” and is “fraudulent” within the meaning of Section 17200.

6 122. As more fully described above, Defendants’ acts and practices are likely to
7 deceive, constituting a fraudulent business act or practice. This conduct is ongoing and
8 continues to this date.

9 123. Specifically, as fully set forth above, Defendants engage in deceptive business
10 practices with respect to mortgage loan servicing, assignments of notes and deeds of trust,
11 foreclosure of residential properties and related matters by, among other things,

12 (a) Instituting improper or premature foreclosure proceedings to generate
13 unwarranted fees;

14 (b) Executing and recording false and misleading documents;

15 (c) Executing and recording documents without the legal authority to do so;

16 (d) Failing to disclose the principal for which documents were being executed
17 and recorded in violation of California Civil Code Section 1095;

18 (e) Failing to record Powers of Attorney in connection with other recorded
19 documents in violation of California Civil Code Section 2933;

20 (f) Violating the Security First Rule;

21 (g) Demanding and accepting payments for debts that were non-existent;

22 (h) Acting as beneficiaries and trustees without the legal authority to do so;

23 (i) Failing to give proper notice of a trustee’s sale and the postponement of the
24 sale pursuant to California Civil Code Sections 2924g and 2924h;

25 (j) Failing to comply with California Civil Code Section 2923.5;

26 (k) Failing to comply with the HAMP guidelines;

27 (l) Misrepresenting the foreclosure status of properties to borrowers; and

28 (m) Other deceptive business practices.

124. Plaintiff alleges that by engaging in the above described acts and/or practices as
alleged herein, Defendants have violated several California laws and regulations and said
predicate acts are therefore per se violations of California Business and Professions Code
Section 17200, et seq.

1 125. Plaintiff alleges that Defendants' misconduct, as alleged herein, gave, and have
2 given, Defendants an unfair competitive advantage over their competitors. The scheme
3 implemented by Defendants is designed to defraud California consumers and enrich the
4 Defendants.

5 126. The foregoing acts and practices have caused substantial harm to California
6 consumers.

7 127. Plaintiff alleges that as direct and proximate result of the aforementioned acts,
8 Defendants have prospered and benefitted from Plaintiff by collecting mortgage payments and
9 fees for foreclosure related services, and have been unjustly enriched from their act of
10 foreclosing on Plaintiff's home when they had agreed not to do so and/or to do so in compliance
11 with applicable laws.

12 128. By reason of the foregoing, Defendants have been unjustly enriched and should
13 be required to disgorge their illicit profits and/or make restitution to Plaintiff and other
14 California consumers who have been harmed, and/or be enjoined from continuing in such
15 practices pursuant to California Business & Professions Code Sections 17203 and 17204.
16 Moreover, as a result of the aforementioned acts and conduct, Plaintiff has lost money and
17 property and suffered injury in fact, and other members of the public falling victim to
18 Defendants' schemes are likely to be injured.

19 129. The harm to Plaintiff and to members of the general public outweighs the utility
20 of Defendants' policy and practices. Consequently, their policy and practices constitute an
21 unlawful business act or practice within the meaning of Business and Professions Code §17200.
22 Further, the foregoing conduct threatens an incipient violation of a consumer law, or violates the
23 policy or spirit of such law or otherwise significantly threatens or harms competition.

24 130. Defendants' practices described above are likely to mislead the general public,
25 and therefore, constitute a fraudulent business act of practice within the meaning of Business
26 and Professions Code §17200. The Defendants' unfair, unlawful, and fraudulent business
27 practices and false and misleading advertising present a continuing threat to members of public
28 in that other consumers will be defrauded into having their property improperly sold at
foreclosure. Plaintiff and other members of the general public have no other adequate remedy of
law.

 131. Plaintiff is therefore entitled to injunctive relief and attorney's fees as available
under California Business and Professions Code Sec. 17200 and related sections. These acts and

1 practices, as described in the previous paragraphs, are unfair and violate Business and
2 Professions Code § 17200 because their policies and practices described above violate all the
3 statutes previously listed as well as California Civil Code § 1709, and consequently, constitute
4 and unlawful business act of practice within the meaning of Business and Professions Code §
5 17200.

6 **FOURTEENTH CAUSE OF ACTION**

7 **Declaratory Relief**

8 **(Against All Defendants)**

9 132. Plaintiffs incorporate herein by reference the allegations made in paragraphs 1
10 through 131, inclusive, as though fully set forth herein.

11 133. US Bank, Wells Fargo and DOES 1 through 10 have taken actions in violation of
12 their statutory, legal and contractual duties. Said actions have resulted in the wrongful
13 foreclosure of the Subject Property. An actual dispute exists between Plaintiff and US Bank,
14 Wells Fargo and DOES 1 through 10 as to the ownership of the Subject Property, and the
15 validity, if any, and amount, if any, of the liens that were on the Subject Property prior to
16 foreclosure.

17 134. Due to the dispute as to the rights and interests of the parties to the Subject
18 Property, Plaintiff requests that the Court declare the rights of the parties in this matter. Plaintiff
19 requests that the Court enforce these rights with the issuance of injunctions or restraining orders
20 as may be necessary to place the parties in their proper position with respect to their interests, if
21 any, in the Subject Property.

22 **PRAYER FOR RELIEF**

23 Wherefore, Plaintiff prays for judgment against the Defendants and each of them, jointly
24 and severally, as follows:

25 1. For a declaration of the rights and duties of the parties, specifically that the
26 foreclosure of the Subject Property was wrongful.

27 2. For a declaration that Plaintiff is the true and rightful owner of the Subject
28 Property.

3. For issuance of an Order canceling the SOT, NOD, Assignment of DOT, First
NOS, Second NOS and TDUS.

4. To vacate the TDUS.

5. To vacate and set aside the foreclosure sale.

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6. To quiet title in favor of Plaintiff and against Defendants.

7. For compensatory, special and general damages in an amount according to proof at trial, but not less than \$1,000,000, against all Defendants.

8. For punitive damages in an amount to be determined by the Court against all Defendants.

9. Pursuant to Business and Professions Code § 17203, that all Defendants, their successors, agents, representatives, employees, and all persons who act in concert with them be permanently enjoined from committing any acts of unfair competition in violation of § 17200, including, but not limited to, the violations alleged herein.

10. For civil penalties pursuant to statute, restitution, injunctive relief and reasonable attorney's fees according to proof.

11. For reasonable attorney's fees and costs.

12. For reasonable costs of suit and such other and further relief as the Court deems proper.

DATED: February 7, 2011

LAW OFFICES OF CAMERON H. TOTTEN

By: _____
Cameron H. Totten
Attorney for Plaintiff

JURY DEMAND

Plaintiff demands a jury trial for all causes of action set forth herein.

DATED: February 7, 2011

LAW OFFICES OF CAMERON H. TOTTEN

By: _____
Cameron H. Totten
Attorney for Plaintiff

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VERIFICATION

I, , am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe them to be true.

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

Executed at _____, California this ____ day of February, 2011.

Plaintiff