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5
6 Attorneys for Defendants
JPMORGAN CHASE BANK, N.A.

7
8 IN THE UNITED STATES DISTRICT COURT
9 THE NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11
12 JASON CHAN LEE,) Case No.
13 Plaintiff,)
14 vs.) **NOTICE OF REMOVAL OF ACTION**
15 JPMORGAN CHASE BANK, N.A. MTC) **UNDER 28 U.S.C. § 1332 (Diversity**
16 FINANCIAL, INC. dba TRUSTEE CORPS, and) **Jurisdiction)**
DOES 1-10.) **(Santa Clara County Superior Court**
17 Defendants.) **Case No. 115CV286736)**
18) Plaintiffs' Complaint Filed October 9, 2015
Complaint Served on October 15, 2015

19 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
20 DISTRICT OF CALIFORNIA:

21 Defendant JPMorgan Chase Bank, N.A. ("Chase") hereby removes this case, originally
22 filed in the Superior Court of the State of California for Santa Clara County under case number
23 115CV286736, to the United States District Court for the Northern District of California. Chase
24 removes this case pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, on the grounds set forth
25 below.¹

26 ¹ Chase preserves all Rule 12(h) objections. See Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1395
27 (3d ed. 2004) (quoting *Greenberg v. Giannini*, 140 F.2d 550, 553 (2d Cir. 1944)) ("When a defendant removes an
action from a state court in which he has been sued, he consents to nothing and 'waives' nothing; he is exercising a

1 by the value of the object of the litigation”) (quoting *Hunt v. Wash. State Apple Adver. Comm’n*,
2 432 U.S. 333, 347 (1977)); *see also Garfinkle v. Wells Fargo Bank*, 483 F.2d 1074, 1076 (9th Cir.
3 1973) (finding that the amount in controversy in an action to enjoin a foreclosure sale is value of
4 the real property at issue); *Reyes v. Wells Fargo Bank, N.A.*, 2010 WL 2629785, *4-5 (N.D. Cal.
5 2010) (finding amount-in-controversy requirement met where plaintiffs sought injunctive relief
6 preventing bank from foreclosing and the value of property exceeded \$75,000). According to the
7 Santa Clara County Assessor’s Office, the current tax assessed value of the Property is
8 \$863,854.² Moreover, Plaintiff financed the Property with a loan of \$973,000. Compl.; Exh. 1.
9 The jurisdictional amount in controversy requirement is therefore satisfied.

10 7. Plaintiff is a California resident. Compl. at p. 2.

11 8. For purposes of diversity jurisdiction under 28 U.S.C. §§ 1332 and 1348, a national
12 banking association is a citizen of the state in which its main office, as identified in its articles of
13 association, is located. *See Wachovia Bank, N.A. v. Schmidt*, 546 U.S. 303, 318 (2006) (rejecting
14 argument that national banking association is a citizen of every state in which it operates).

15 9. Chase is a national banking association, organized under the laws of the United
16 States, with its main office in Columbus, Ohio.

17 10. The only other Defendant, MTC Financial, Inc., is a trustee. A trustee is a nominal
18 defendant and its location is irrelevant to the diversity analysis. *See* 13E C. Wright, A. Miller, &
19 E. Cooper, *Fed. Prac. & Proc.* § 3606, p. 231 (3d ed. 2009) (in determining diversity, “the
20 citizenship of nominal or formal parties who have no interest in the action will be ignored; if the
21 real controversy is between citizens of different states, the court has subject matter jurisdiction.”).
22 *See also Strotek Corp. v. Air Transport Ass’n of Am.*, 300 F.3d 1129, 1133 (9th Cir. 2002)
23 (nominal party disregarded in diversity jurisdiction analysis); *Prudential Real Estate Affiliates,*
24 *Inc. v. PPR Realty, Inc.*, 204 F.3d 867, 873 (9th Cir. 2000) (“We will ignore the citizenship of
25 nominal or formal parties who have no interest in the action.”); *Mut. Reserve Ass’n v. Zeran*, 152

26 ² The tax assessed value of the Property can be retrieved from the Santa Clara County Assessor’s Office at:
27 <https://www.sccassessor.org/index.php/online-services/property-search/real-property>. A copy of the assessment is
also attached hereto as Exhibit B.

1 Wash. 342, 350, 277 P. 984 (1929) (“The trustee is a mere nominal party, without interest in the
2 subject-matter, who is named only as the instrument through which the rights of the real parties
3 may be protected and enforced.”). If a trustee “has no interest in the outcome of [the] litigation,”
4 the trustee “is a nominal defendant,” and “its citizenship is not considered for the purpose of
5 establishing diversity jurisdiction.” *Prasad v. Wells Fargo Bank, N.A.*, No. C11-894-RSM, 2011
6 WL 4074300, *3 (W.D. Wash. Sept. 13, 2011); see *Townsend v. Quality Loan Service Corp. of*
7 *Washington*, No. 3:12-cv-05778-RBL, 2012 WL 5330972, at *2-*3 (W.D. Wash. Oct. 26, 2012)
8 (citing *Prasad* and holding that plaintiffs made no substantive claims of wrongdoing against the
9 trustee, that the trustee was a nominal defendant, and that its citizenship is not considered in
10 establishing diversity jurisdiction). Indeed, courts have called trustees “*the paradigmatic*
11 *nominal defendant[s]*,” which “[are] not considered for the purpose of establishing diversity
12 jurisdiction” particularly where a trustee is joined “merely because he occupies the position
13 pursuant to a deed of trust.” *Prasad*, 2011 WL 4074300, at *2-*3 (emphasis added), quoting *SEC*
14 *v. Cherif*, 933 F.2d 403, 414 (7th Cir. 1991) (noting that “most courts that have considered the
15 issue of whether a trustee under a deed of trust is a nominal defendant in an action challenging
16 foreclosure... have taken the position advanced by [the lender]”, *i.e.*, that the trustee is nominal).

17 11. Because the other defendant is nominal, its consent for removal is not required.
18 *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 (9th Cir. Cal. 1988) (“Ordinarily, under 28
19 U.S.C. § 1446(a), all defendants in a state action must join in the petition for removal, except for
20 nominal, unknown or fraudulently joined parties. This general rule applies, however, only to
21 defendants properly joined and served in the action.”) (citations omitted).

22 12. Chase will promptly file a copy of this Notice of Removal with the Clerk of the
23 Santa Clara Superior Court of the State of California.

24 13. The process, pleadings, or orders received or served by Chase, or otherwise found
25 in the State Action court file and available to Chase at the time of the filing of this removal
26 consists of only the Complaint, Summons, and Notice of Pendency of Action, a true and correct
27 copy of which is attached hereto as Exhibit A.

1 14. Wherefore, Chase hereby removes this action from the Superior Court of
2 California in and for the County of Santa Clara.

3 15. Wherefore, Chase prays that the above-entitled state court action be removed to
4 this Court.

5 16. Written notice of the filing of this Notice of Removal and the removal of the state
6 court action is being served on Plaintiff.

7 17. The removal of this action terminates all potential proceedings in Santa Clara
8 County Superior Court. *See* 28 U.S.C. § 1446(d).

9 DATED November 12, 2015.

10 DAVIS WRIGHT TREMAINE LLP
11 Joseph E. Addiego, III
Sanjay M. Nangia

12
13 By: /s/ Sanjay M. Nangia
Sanjay M. Nangia

14 Attorneys for
15 JPMORGAN CHASE BANK, N.A.
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PROOF OF SERVICE

I, Bradley Redmond, declare under penalty of perjury under the laws of the State of California that the following is true and correct:

I, the undersigned, hereby declare that I am over the age of eighteen years and not a party to this action. I am employed, or am a resident of the County of San Francisco, California, and my business address is: DAVIS WRIGHT TREMAINE LLP, and my business address is 505 Montgomery Street, Suite 800, San Francisco, California 94111-6533

On November 13, 2015, I caused to be served the following document(s):

NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1332 (Diversity Jurisdiction)

on the interested party (ies) in this action by placing a true copy thereof and addressed as follows:

Charles T. Marshall
Advantis Law Group
18400 Von Karman Avenue, Suite 1000
Irvine, CA 92612
cmarshall@marshallestatelaw.com
Telephone: (800) 955-6529
Facsimile: (866) 575-7413

Attorney for Plaintiff Jason Chan Lee

(By **ELECTRONIC SERVICE VIA CM/ECF SYSTEM**) In accordance with the electronic filing procedures of this Court, service has been effected on the parties above, whose counsel of record is a registered participant of CM/ECF, via electronic service through the CM/ECF system.

(By **MAIL SERVICE**) I then sealed each envelope and, with postage thereon fully prepaid postage, I placed each for deposit with United States Postal Service, this same day, at my business address shown above, following ordinary business practices.

(By **PERSONAL SERVICE**) I delivered such envelope by hand to the office of the addressee.

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(By **FACSIMILE**) I transmitted the documents by facsimile machine, pursuant to California Rules of Court, Rule 2.306. The facsimile machine I used complied with Rule 2.301 and no error was reported by the machine. The transmitting facsimile machine number is (619) 615-0700. The fax number of the party being served is listed above. Pursuant to Rule 2.306, I caused the machine to print a transmission record of the transmission, a copy of which is attached to this declaration.

(By **OVERNIGHT DELIVERY**) I deposited in a box or other facility regularly maintained by the express service carrier, or delivered to a courier or driver authorized by the express service carrier to receive documents, in an envelope or package with delivery fees paid or provided for, and addressed on whom it is to be served pursuant to Code of Civil Procedure section 10 13(c).

(By **E-MAIL OR ELECTRONIC TRANSMISSION**) Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the person(s) at the email addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare that I am employed by the office of a member of the bar of this court at whose direction the service was made.

Executed November 13, 2015, at San Francisco, California.

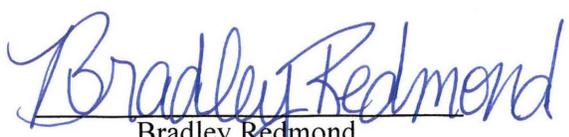

Bradley Redmond

EXHIBIT A

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

JPMORGAN CHASE BANK, N.A., MTC FINANCIAL, INC. dba
TRUSTEE CORPS and DOES 1-10.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JASON CHAN LEE

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

2015 OCT -9 P 3:07

Date: 10-9-15 Clerk of the Superior Court
County: Santa Clara, California

By: [Signature]
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Santa Clara County Division
191 North First Street
San Jose, CA 95113

CASE NUMBER:
(Número del Caso): **115 CV 286736**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Advantis Law Group, Charles Marshall, Esq., 18400 Von Karman Avenue, Suite 1000, Irvine, CA 92612

Tel: 800-955-6529

DAVID H. YAMASAKI

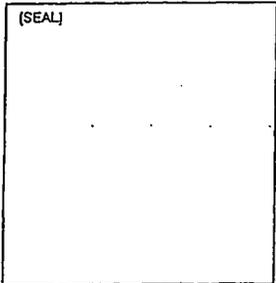
DATE:

Chief Executive Officer, Clerk, by

C. Page Deputy
(Adjunto)

(Fecha) Oct 9 2015

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Advantis Law Group Charles T. Marshall, Esq. (SBN: 176091) 18400 Von Karman Avenue, Suite 1000 Irvine, CA 92612 TELEPHONE NO.: 800-955-6529 FAX NO.: 866-575-7413 ATTORNEY FOR (Name): Plaintiff Jason Lee	FOR COURT USE ONLY ENDORSED FILED 2015 OCT -9 P 3:07 David H. Yamashita, Clerk of the Superior Court County of Santa Clara Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 191 North First Street MAILING ADDRESS: 191 North First Street CITY AND ZIP CODE: San Jose 95113 BRANCH NAME: DOWNTOWN SUPERIOR COURT	CASE NAME: Jason Lee v. JPMorgan Chase Bank, N.A., et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: 115 CV 286736	JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input checked="" type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 7
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 9, 2015
 Charles T. Marshall

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

ENDORSED
FILED

2015 OCT -9 P 3:07

David H. Yarrashi, Clerk of the Superior Court
County of Santa Clara, California
By: C. Page

1 Advantis Law Group
2 Charles T. Marshall, Esq. (SBN 176091)
3 18400 Von Karmann Ave, 10th Floor
4 Irvine, CA.
5 Tel: 800-955-6529
6 Fax: 866-575-7413
7 Email: cmarshall@marshallestatelaw.com

8 Attorney for: JASON CHAN LEE

9 SUPERIOR COURT OF CALIFORNIA
10 IN AND FOR THE COUNTY OF SANTA CLARA

11 JASON CHAN LEE,

12 Plaintiff,

13 vs.

14 JPMORGAN CHASE BANK, N.A., MTC
15 FINANCIAL, INC. dba TRUSTEE CORPS
16 and DOES 1-10.

17 Defendant(s).

18 Case No:

19 115 CV 286736

20 VERIFIED COMPLAINT

- 21 1. Intentional Interference with Contractual Relations
- 22 2. Negligent Misrepresentation
- 23 3. Violation of California Civil Code Section 2924.17
- 24 4. Final Injunction Under Cal. Civ. Code Section 3422
- 25 5. Wrongful Foreclosure
- 26 6. Violation of Cal. Civil Code Sections 2923.55(a) and (b)(1)
- 27 7. Intentional Misrepresentation

28 BY FAX

JURY TRIAL DEMANDED

TO THE COURT AND ALL PARTIES HERETO AND THEIR COUNSEL:

Plaintiff, JASON CHAN LEE (hereinafter "Plaintiff") sues JPMORGAN CHASE BANK, N.A. ("JPM"), MTC FINANCIAL, INC. dba TRUSTEE CORPS ("MTC") and DOES 1-10 for Intentional Interference With Contractual Relations, Negligent Misrepresentation, Violation of

1 California Civil Code § 2924.17, Final Injunction, Wrongful Foreclosure, Violation of Cal. Civil
2 Code Section 2923.55(a) and (b)(1) and Intentional Misrepresentation.

3 Plaintiff reserves his right to join necessary parties (Defendants and/or Plaintiffs) to this
4 action under CCP § 378 as those unknown parties become known to Plaintiff. Plaintiff shall
5 request leave of Court for such Joinder matters.
6

7 **I. PARTIES**

8 Plaintiff, JASON CHAN LEE is a resident of California. He owns and has equitable
9 possession of the real property located at: 2214 Chisin St., San Jose, California, 95121 (The
10 subject property). All acts complained of herein occurred within the territorial jurisdiction of this
11 court lying in Santa Clara County, California.
12

13 Defendant JPMorgan Chase Bank, N.A. is a California Foreign Corporation filed on June
14 17, 2010. The company's filing status is listed as Surrendered and its File Number is C3297309.
15 The Registered Agent on file for this company is CT Corporation System and is located at 818
16 W Seventh St. Ste. 930, Los Angeles, CA 90017. The company's principal address is 10 South
17 Dearborn, Floor 19, Chicago, IL 60603. The company has one principal on record. The principal
18 is William Wulkan from Chicago IL. JPM was a business operating under the laws of the state of
19 California at all times relevant to this action.
20

21 Defendant MTC Financial Services, Inc. ("MTC") is a California Domestic Corporation
22 filed on January 3, 2005. The company's filing status is listed as Suspended and its File Number
23 is C2587356. The Registered Agent on file for this company is Michael T Condon and is located
24 at 9368 Riverview Ave, Lakeside, CA 92040. The company's principal address is 9368
25 Riverview Ave, Lakeside, CA 92040. The company has 1 principal on record. The principal is
26
27
28

1 Michael T Condon from Lakeside CA. Defendant MTC has been doing business in the territorial
2 jurisdiction of this court and all acts complained of herein were within those same boundaries.

3
4 **II. JURISDICTION**

5 The predicate acts complained of herein did occur within the territorial boundaries of this
6 court, and the corpus of the complaint centers on state law questions. Thus, jurisdiction is proper
7 in this court.

8
9 **III. VENUE**

10 Venue of this action is proper in this County as the residential real property which is the
11 subject of this action is situated in Santa Clara County and the acts complained of occurred in
12 San Jose, California.

13
14 **IV. FACTUAL ALLEGATIONS**

15 1. Plaintiff alleges that a loan contract and real property has been falsely
16 encumbered by an unlawful lien through the use of an alleged *void* assignments of Plaintiff's
17 deed of trust by both Defendants. The assignment instrument is alleged to be a forgery by
18 Plaintiff. A true and correct copy of the Corporate Assignment of Plaintiff's Deed of Trust from
19 JP Morgan Chase, National Association to Bank of America, National Association, recorded on
20 April 11, 2012, and the Assignment of Deed of Trust from JPMorgan Chase Bank, National
21 Association to Bank of America, National Association, recorded on April 26, 2012, are attached
22 hereto as **Exhibits 3 and 4**, respectively, and incorporated by reference as though fully set forth
23 herein.
24

25 2. Plaintiff alleges that MTC and JPM unlawfully, and with full knowledge and
26 intent, intentionally interfered with the subject contract promissory note and deed of trust for
27 their own gain and at the expense and detriment of Plaintiff. Plaintiff denies and refutes that
28

1 Defendants are a valid beneficiary or agent for beneficiary, a lawful assignee or entitled in any
2 way under the contract deed of trust and further alleges that both Defendants *claim* to be entitled
3 in some way under the contract without lawful or contractual authority.

4
5 3. Plaintiff alleges that all Defendants worked together in a scheme to convert a
6 personal Instrument (Promissory Note) and subsequently real property to their own possession
7 without lawful authority.

8
9 4. Defendant JPM has never paid valuable consideration for Plaintiff's debt
10 obligation, as required under Article 9, U.C.C.¹, nor did JPM lawfully convey a power of sale to
11 Defendant MTC. Plaintiff alleges that no valuable consideration was paid by *any* party to
12 "WASHINGTON MUTUAL BANK" ("WAMU") (The *named* "Lender" in the note and deed of
13 trust) for transfer or assignment of the loan obligation. *See* Deed of Trust executed by Plaintiff
14 and Washington Mutual Bank, FA, recorded on March 7, 2006, a true and correct copy of which
15 is attached hereto as **Exhibit 1** and incorporated by reference as though fully set forth herein.
16 Plaintiff alleges that a quasi-contract was formed as a result of the deed of trust and promissory
17 note for which the deed acts as security between Plaintiff and WAMU, although Plaintiff does
18 not admit that WAMU actually provided funds or was even capable of contracting with Plaintiff
19 at the closing of the escrow. Plaintiff further alleges that a debt is owed *solely* to the party who
20 funded the loan, and only to that unknown party as that obligation arose as a matter of law.

21
22
23 5. Plaintiff's loan contract naming "WAMU" as Lender was executed on March 1st,
24 2006. *See* **Plaintiff's Exhibit 1** hereto.

25
26 6. Plaintiff alleges that WAMU was licensed or authorized to conduct business in
27 California by the Cal. Dept. of Corporations or the Dept. of Business Oversight.

28

¹ U.C.C. Sec. 1-302 (a)(b)(c); *See* Comments to U.C.C. Sec. 9-109.

1 7. “On September 25th, 2008, Washington Mutual Bank was seized by the Office
2 of Thrift Supervision. In a bid by JPMorgan Chase (“CHASE”) under a Loss/Share Agreement
3 with the FDIC, Chase purchased assets currently held by WAMU (Wall St. Journal, 2009).
4 The sale was brokered by FDIC to CHASE, however, Plaintiff’s loan was not an asset of
5 WAMU when the deal was completed. *Wall St. Journal, 2009*.

7 8. The assignment (**Exhibit 3**) from CHASE was a “grant”, thus a contract (Cal.
8 Civ. Code § 1066). Grants must be certain as to the parties, time, place and the consideration
9 paid. Prior to the close of escrow, only the *fictitious payee* (WAMU) of the note was ever
10 disclosed. CHASE has never paid valuable consideration for Plaintiff’s debt obligation by public
11 statements and by admission in other court proceedings.

13 9. The assignment by CHASE to Bank of America, N.A. states “FOR VALUE
14 RECEIVED”, yet CHASE never received any value, thus, no consideration ever funded the
15 assignment. The assignment comes by way of “grant”. The assignment by “grant” is void for
16 lack of valuable consideration paid *by any party to any party*. CHASE was incapable of acting
17 for a dissolved entity (WAMU)

19 10. Plaintiff alleges that the assignment in March, 2012 is void by operation of law
20 and any subsequent instrument relying on its authenticity or authority is also void by operation of
21 law. Plaintiff alleges that all instruments from the deed of trust through the notice of trustee sale
22 contain forgeries, as such; Defendants bear the burden of proving that the documents are not
23 forgeries.

25 11. Prior to March 27th, 2012, no other “writing” in any record exists that satisfies the
26 requirements of the Statute of Frauds for transferring an interest in Plaintiff’s real property.
27
28

1 12. Plaintiff alleges that WAMU, as the purported “Lender” named in the deed and
2 note did not ever pledge, sell, trade or convey beneficial interest in the loan obligation prior to, or
3 after, its dissolution. Plaintiff alleges that the Statute of Frauds requires that any interest in real
4 property must be evidenced by writing in order to convey such an interest. Plaintiff alleges that
5 no valid writing executed by WAMU was executed prior to its dissolution conveying any
6 beneficial interest in the contract or the property, identified herein.
7

8 13. Plaintiff alleges that if this Court determines that the Defendant JPM is *not* a
9 *bona fide* beneficiary, Trustee, assignee or agent thereof, to the debt obligation, that Defendants
10 MTC have no claim, right or title to the contract deed of trust and the real property and cannot
11 state a claim for damages against Plaintiff.
12

13 14. Plaintiff alleges that a controversy exists as to whether or not all Defendants
14 acquired any rights to the loan contract. Defendants *claim* a beneficial or purchase interest in the
15 contract and real property at this time.
16

17 15. Plaintiff alleges that all Defendants willfully, negligently and with malice
18 aforethought, filed, negligently relied upon or caused to be filed, a series of public documents
19 (See below “DOCUMENTS AT ISSUE”) known by both Defendants to be false at the time of
20 the execution and filing of the instruments in the public record against Public Policy and against
21 Plaintiffs’ contract and property interests.
22

23 16. Defendants claim an interest that is adverse to Plaintiff’s by intentionally
24 interfering with a contract without such authority, and by failing to evidence, after notice by
25 Plaintiff and request for such evidence, any document executed by the true beneficiary of the
26 debt obligation, which authenticates Defendant’s assertions that they are acting as *bona fide*
27 agents and/or assignees for an authenticated beneficiary to Plaintiff’s debt obligation.
28

1 **V. TITLE DOCUMENTS AT ISSUE**

2 17. Plaintiff re-alleges and incorporates by reference all paragraphs herein.

3 18. The initial deed of trust (**Exhibit 1**) is alleged as being an adhesion contract². The
4 deed was recorded on 3/7/2006 as instrument No. 18832523 in the Santa Clara County
5 Recorder's Office.

6 19. Plaintiff alleges that the original *named* "lender" in the deed of trust, WAMU,
7 was dissolved and ceased all operations in 2008, by operation of law.

8 20. In 2008, WAMU ceased to have the capacity to contract by its dissolution. Also
9 see Cal. Civ. Code § 2356: "(a) Unless the power of an agent is coupled with an interest in the
10 subject of the agency, it is terminated by any of the following: (1) Its revocation by the principal,
11 (2) The death of the principal, (3) The incapacity of the principal to contract.

12 21. Plaintiff alleges that Defendants are claiming to be agents, purchasers and
13 assignees of a *fictitious payee* of the subject debt obligation.

14 22. Plaintiff alleges that Defendant MTC is not a valid trustee or agent of the
15 beneficiary nor is Defendant JPM a "*bona fide purchaser*" because Defendants never acquired
16 beneficial interest in the debt obligation or real property by operation of California state law.

17 23. Plaintiff alleges that the Statute of Frauds states that any conveyance of interest in
18 real property must be by "writing" and that no interest in the real property transfers without the
19 specific "writing" identifying the property, parties and consideration given and accepted being
20 executed.

21
22
23
24
25
26 ² An adhesion contract is a contract presented to a weaker party on a "take it or leave it" basis. *Steven v.*
27 *Fidelity & Cas. Co.*, 58 Cal.2d 862, 882 (1962); *Graham v. Scissor-Tail, Inc.*, 28 Cal.3d 807, 818 (1981); *Fischer v.*
28 *First International Bank*, 109 Cal.App.4th 1433, 1445-1446 (2003) ("standardized deeds of trust are contracts
of adhesion"); *Kirk v. Source One Mortgage Services Corp.*, 46 Cal.App.4th 483, 491 (1996).

1 24. Plaintiff alleges that the only writing(s) in any public record of a *purported*
2 transfer of interest in the real property are the assignments of deed of trust (**Exhibit 3-4**). The
3 assignment (**Exhibit 3**) is dated the 3/27/2012 and is signed by "MARQUITHA WILLIAMS,
4 VICE PRESIDENT". She signs the instrument on behalf of ("CHASE"). Plaintiff alleges that
5 this assignment is void for the fact that CHASE never acquired beneficial interest in the debt and
6 was not an agent for the deceased and incapacitated WAMU; and, CHASE could not possibly
7 receive a valuable consideration for a deceased entity, WAMU, as stated in the instrument.
8

9 25. Plaintiff alleges that CHASE has never revealed the schedule of assets from the
10 WAMU acquisition publicly that confirms the actual conveyance of the subject debt obligation
11 and that no such schedule exists as it relates to the subject debt obligation.
12

13 26. Plaintiff alleges that the Purchase & Assumption Agreement under which Chase
14 purports to have acquired Plaintiff's asset specifically states that JPM only and specifically
15 received servicing rights for a schedule of assets, however, that schedule of assets has never been
16 publicized and JPM has also denied receiving any liabilities of WaMu in the Agreement.
17

18 27. Plaintiff alleges that his loan was never purchased by JPM or the FDIC for
19 valuable consideration as a *beneficiary*.
20

21 28. Plaintiff alleges that CHASE lacked any authority to execute an assignment of the
22 deed on March 27th, 2012 because CHASE had no principal under whom it could act and had
23 never acquired beneficial interest in the deed.

24 29. Plaintiff further alleges that the next assignment (Ex 4) at issue here purports to
25 transfer beneficial interest in Plaintiff's debt obligation from the same parties as the first
26 assignment instrument and that the same deficiencies are evident as fully described above.
27 Plaintiff alleges that no valuable consideration was ever paid to CHASE by Bank of America in
28

1 consideration of the grant of beneficial interest contained as “facts” within the assignment
2 instrument. Thus, Plaintiff alleges that the assignment of beneficial interest in the loan is void.

3
4 30. Plaintiff alleges that no other assignment or transfer of interest in the debt
5 obligation has been effected to the Defendants and that by operation of law could not have been
6 executed after 2008, the date of incapacitation of WAMU. Plaintiff has searched the records of
7 the Santa Clara County Recorder’s Office and there is no record of any other transfer. Plaintiff
8 alleges that no previous assignment, transfer, paid consideration or acceptance of the note and
9 deed has occurred.

10
11 31. Plaintiff alleges that any and all recorded instruments, including Notice of Default
12 and Notice of Trustee Sale are void because their purported authority flows from the void
13 assignment instruments as fully examined and alleged above. The Notice of Default, recorded by
14 original trustee Reconveyance Company on May 5, 2010, is attached hereto as **Exhibit 2** and
15 incorporated by reference as though fully set forth herein. The Notice of Trustee’s Sale, recorded
16 by Defendant MTC Financial, Inc. d/b/a Trustee Corps, the purported foreclosing trustee, on
17 May 20, 2015, is attached hereto as **Exhibit 5** and incorporated by reference as though fully set
18 forth herein. Plaintiff alleges that Exhibits 2 and 5 are void and are forgeries that contain false
19 statements made by parties with no authority under the subject contract note and deed of trust.
20

21
22 32. Plaintiff alleges that Defendant MTC executed the Notice of Trustee Sale and
23 recorded it in Santa Clara County Recorder’s Office on 5/20/2015 as Instrument No. 22959070
24 (**Ex 5** attached hereto).

25
26 33. On page 1 of Plaintiff’s **Exhibit 5**, ¶ 2, the instruments states: “MTC Financial
27 Inc. dba Trustee Corps, as the duly appointed trustee (emph. added)...” Plaintiff alleges that
28 there is no recorded substitution of trustee conveying Defendant MTC the power of sale from the

1 original trustee who is named as "California Reconveyance Company" in the deed of trust (Ex
2 1).

3 34. Plaintiff specifically authorizes the *lender* to substitute the trustee. (Ex 1, ¶ 24).
4 Plaintiff has searched the records of the Santa Clara County Recorder's Office and there is no
5 recorded substitution of trustee by a *valid* lender or beneficiary.
6

7 35. Defendants both are experienced and sophisticated real estate professionals and
8 investors who have a duty of due diligence to investigate title issues prior to sale.

9 36. Plaintiff alleges that he has rights to disclosures under Cal. Civ. Code §§
10 2924.17(a), 2924.17(b). Plaintiff alleges that Defendant MTC and JPM, as purported agent for
11 the beneficiary and loan servicer, had a duty to provide Plaintiff: "... *the mortgage servicer will*
12 *ensure that the document is accurate and complete and supported by competent and reliable*
13 *evidence.*" 2924.17(a), "*the mortgage servicer shall ensure that it has reviewed competent and*
14 *reliable evidence to substantiate the borrowers default and the right to foreclose.*" 2924.17(b),
15 "*A beneficiary, or his or her authorized agent, shall, within 21 days of the receipt of a written*
16 *demand by an entitled person or his or her authorized agent, prepare and deliver to the person*
17 *demanding it a true, correct, and complete copy of the note or other evidence of indebtedness*
18 *with any modification thereto, and a beneficiary statement.*" Civil Code § 2943(b)(1).
19
20
21

22 37. Plaintiff alleges that neither Defendant performed any of the above described
23 duties. Plaintiff alleges that because of Defendants' acts and omissions has been harmed and
24 prejudiced.

25 38. As a direct and proximate result of Defendants acts and omissions, Plaintiff's loan
26 obligation has been accelerated by an unlawful means, forcing him to pay the entirety of his debt
27 at one time. His credit has been damaged along with his ability to seek alternative financing. His
28

1 loan obligation has not been verified as to whom the payments are actually due and what exact
2 amounts are due, thus exposing him to duplicative payments. He is at immediate risk of losing
3 possession to Defendants due to an illegal and oppressive sale by Defendant's acts and
4 omissions, the property is encumbered by who have no lawful interest in the loan contract or real
5 property. He has suffered emotional damages due to constant worry about whether or not the
6 wrong party is going to dispossess him of his home. He cannot negotiate the contract with a party
7 that has been authenticated as the lawful beneficiary to the debt obligation, he has been subjected
8 to a wrongful foreclosure sale at the direction and execution of all Defendants named herein.
9
10

11 39. Plaintiff alleges that he is not seeking a "free house", as will undoubtedly be
12 claimed by the Defendants in the typical foreclosure mill style that has plagued this, and all
13 California courts, for eight years now.

14 40. Plaintiff seeks a determination that Defendants are, and were, not lawfully entitled
15 to sell or purchase the property. Plaintiff seeks redress for damages against his contract and his
16 person.
17

18 VI. FACTUAL CONTRACT BACKGROUND

19 41. Plaintiff was subjected to consumer financial transactions that did not allow for a
20 satisfaction of the debt to the real party entitled to such a satisfaction *ab initio*. Thus, the finance
21 contracts/quasi-contracts have never been in favor of the proper party *named* as the "Lender"
22 and any and all documents that rely on the notes and deeds/mortgages flow from a poisonous tree
23 and lack equitable and legal authority. The unknown party, as the true beneficiary of the
24 obligation, never contracted with Plaintiff. This is a *botched* Article 9 (U.C.C.) transaction by
25 definition.
26
27
28

1 42. Plaintiff alleges that the written loan contract is ambiguous for lack of
2 consideration paid by a named Lender party to the contract and lack of full disclosure of all
3 parties to the loan, Plaintiff must plead in the alternative as follows:

4 **VII. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION: INTENTIONAL INTERFERENCE WITH**
6 **CONTRACTUAL RELATIONS**

7 **(Against Both Defendants)**

8 43. Plaintiff incorporates all paragraphs above herein as though fully stated herein.

9
10 44. The elements of Intentional Interference With Contract Relations are: (A) A
11 contract existed between the Plaintiff and a third party (WAMU), (B) That Defendants knew of
12 the contract (C) That Defendants intended to disrupt the performance of the contract, (D) That
13 Defendant's conduct prevented performance or made performance more expensive or difficult,
14 (E) That Plaintiff was harmed and (F) That Defendant's conduct was a substantial factor in
15 causing Plaintiff's harm.

16
17 45. Plaintiff alleges that a *quasi-contract* exists between himself and WAMU. See
18 **Exhibit 1**, Deed of Trust.

19 46. Defendants MTC and JPM were all aware of the existing contract as a public
20 record giving all Defendants notice of the contract.

21
22 47. Plaintiff's **Exhibit 3**, Assignment of Deed of Trust, naming JPM and Plaintiff in
23 the instrument and all contract terms and conditions. Defendant JPM had a duty to know and
24 understand the legal implications, parties, capacities and authority to execute and record this
25 instrument by admission of the public record's facts as recitals.

26
27 48. All Defendants intended to disrupt Plaintiff's performance under the contract by
28 their admitted acts as elucidated above. Specifically, MTC knowingly relied upon a known

1 forgery/void assignment for its own use and claimed an interest in Plaintiff's contract as a trustee
2 without ever being lawfully substituted by the named lender as new trustee prior to executing a
3 Notice of Trustee Sale (Ex 5).

4
5 49. Defendants MTC and JPM had a duty to know that the records of the Santa Clara
6 County Recorder's Office were devoid of a lawful substitution of trustee recordation. Thus,
7 Defendants MTC and JPM all knew, or had a duty to know, that the notice of trustee sale was
8 unlawful and void, yet elected to ignore their duties.

9
10 50. The assignment instruments, *id.*, were known by all Defendants to be a material,
11 intentional interference with Plaintiff's original loan contract because all Defendants knew, or
12 had a duty to know, that the assignments (Ex 3-4) were executed by CHASE, who carried no
13 contractual authority to execute such an instrument, by operation of law.

14
15 51. All Defendants did intentionally disrupt Plaintiff's ability to perform the contract
16 obligations by usurping his contract terms and by negligently relying upon the assignment of his
17 deed of trust to parties, from parties, who had no statutory or contractual authority to execute and
18 record such assignment. All Defendants also substantially relied upon the Notice of Trustee Sale
19 executed by MTC who carried no contractual or statutory authority to conduct an imminent
20 trustee sale of Plaintiff's real property.

21
22 52. Plaintiff has been damaged by the false notice of trustee sale of his unique and
23 irreplaceable real property. Defendant JPM's conduct prevented Plaintiff from negotiating with
24 or stopping the unlawful sale because Defendant MTC was never in privity with Plaintiff's
25 contract, yet executed and recorded false instruments to gain financial advantage over Plaintiff
26 by attempting to sell his property without any authority whatsoever.
27
28

1 53. Defendant MTC was made aware of the falsity of the instruments used by JPM
2 prior to the sale of the property, yet failed to cease their conduct in offering the real property of
3 Plaintiff.

4 54. **Wherefore**, Plaintiff prays that this Court:

5 55. Return Plaintiff's status on title as it was to preserve the status quo prior to the
6 unlawful instruments used;

7 56. Permanently enjoin all Defendants from any act in furtherance of rights under
8 Plaintiff's contract with WAMU;

9 57. Award damages to plaintiff in an amount no less than \$400,000.00 for damages
10 suffered;

11 58. Award Plaintiff both punitive and exemplary damages in an amount sufficient to
12 deter Defendants, and all of them, from further acts against others similarly situated;

13 59. Award Plaintiff costs and any other damages that this Court deems just.

14 **SECOND CAUSE OF ACTION: VIOLATION OF CALIFORNIA HOMEOWNER**
15 **BILL OF RIGHTS CALIFORNIA CIVIL CODE § 2924.17 AS TO BOTH**
16 **DEFENDANTS**
17 **(Against JPM)**

18 Plaintiff reaffirms and re-alleges all paragraphs herein as if set forth fully herein.

19 60. The elements of a cause of action under this Code are: (A) A duty of care
20 recognized by the Code, (B) A material Breach of that duty, (C) Proximate causation by
21 Defendant and (D) Actual damages resulting from Defendant's acts or missions.

22 61. In 2012, the California Legislature injected themselves into the non-judicial
23 foreclosure scheme and made thirty-two (32) changes to what was commonly labeled as a
24

1 “comprehensive and exhaustive framework” under California Civil Code § 2924 et. seq. See,
2 Senate Analysis; June 27, 2012.

3 62. Plaintiff maintains a private right of action under California Civil Code § 2924.12.

4 63. Defendants MTC and JPM are governed under the Code, *id.* Plaintiff has rights
5 thereunder.
6

7 64. Assignees and their agents of the original debt obligation and the security
8 instrument are necessarily required to provide a competent evidentiary foundation that the note
9 and deed were lawfully sold, transferred and accepted by the assignee. This is California public
10 policy. *See* California Homeowner’s Bill of Rights.
11

12 65. All material instruments in the chain of title are subject to Defendants ensuring
13 that all facts contained within those instruments are true, correct and are verifiable by competent
14 and reliable evidence to support those facts.
15

16 66. All assignments and all recorded instruments must contain truthful statements and
17 facts that are authenticated or verified by evidence and by a person with personal first-hand
18 knowledge, or the instrument is void.

19 67. Substantial competent and reliable evidence must be offered upon a challenge by
20 the borrower to support the recitals contained within all instruments that affect their title. The
21 Plaintiff has invoked such a right under the statute and his deed of trust contract wherein it states
22 that the borrower has a duty to defend title against all others. *See* Deed of Trust Exhibit,
23 Covenants.
24

25 68. Pursuant to the HBOR, Plaintiff, as borrower, has invoked the limitations
26 contained within Civ. Code § 2924(a)(6) to ensure the Defendant parties’ actions are lawful. The
27 Code, *id.*, reads as follows:
28

1 69. "No entity shall record or cause a notice of default to be recorded ...unless it is:

2 70. - the holder of the beneficial interest under the mortgage or deed of trust,

3 71. - the original trustee or the substituted trustee under the deed of trust, or

4 72. - the designated agent of the holder of the beneficial interest.

5 73. No agent of the holder of the beneficial interest ...may record a notice of default

6 ... except when acting within the scope of authority **designated by the holder of the beneficial**
7 **interest.**" (Emphasis supplied).

8
9 74. The California Legislature in Civil Code § 2924.17 lifted directly from the
10 National Mortgage Settlement Consent Judgments the following provisions:

11
12 75. *"Servicer shall ensure that factual assertions made in ... notices of default, notices*
13 *of sale and similar notices submitted by or on behalf of Servicer in non-judicial foreclosures are*
14 *accurate and complete and are supported by competent and reliable evidence. Before a loan is*
15 *referred to non-judicial foreclosure [recording of Notice of Default], Servicer shall ensure that it*
16 *has reviewed **competent and reliable evidence** to substantiate the borrower's default and the*
17 *right to foreclose, including the borrower's loan status and loan information."*(Emph. added).

18
19 76. Under Civil Code § 2924.17(a) *"every significant document recorded within the*
20 *non-judicial foreclosure system the mortgage servicer will ensure that the document is accurate*
21 *and complete and supported by competent and reliable evidence."* Under Civil Code §
22 2924.17(b) *"the mortgage servicer shall ensure that it has reviewed competent and reliable*
23 *evidence to substantiate the borrowers default and the right to foreclose."*

24
25 77. Plaintiff alleges that Defendant JPM had a duty which it has violated under the
26 HBOR by failing to ensure that documents (NOD, Sub. of Trustee, Notice of Trustee Sale, and
27 Assignments of Deed) were complete and supported by admissible, reliable evidence by persons
28

1 with personal first-hand knowledge of the facts contained within. JPM's violation of Section
2 2924.17 is willful. Defendants failed to produce evidence, upon request by the borrower, that a
3 *bona fide* beneficiary has directed the *valid* trustee to execute the acceleration of debt and that
4 the *bona fide*, authenticated beneficiary has executed and delivered a written "Declaration of
5 Default and Demand for Sale", as stated in the NOD.
6

7 78. Defendant JPM also failed to record a valid substitution of trustee granting MTC
8 the power of sale contained as a clause in Plaintiff's loan contract.
9

10 79. Defendant JPM also failed to produce competent and reliable evidence, upon
11 request by Plaintiff, that all assignments of the deed of trust were executed by valid parties and
12 that valuable consideration was paid for each "grant" of interest (assignment) in the debt
13 obligation. See: Cal. Civ. Code § 1066.
14

15 80. All documents executed and recorded by Defendant MTC and JPM are alleged as
16 being void and as being forgeries by Plaintiff.
17

18 81. Plaintiff states as a fact that he repudiates and refutes the validity, truthfulness and
19 accuracy of all statements made by Defendants within the four corners of all instruments herein
20 See Plaintiff's Exhibits 2-5..
21

22 82. Plaintiff alleges that Defendants have made, or negligently relied upon, false and
23 misleading statements within assignment instruments, notice of default, substitutions of trustee
24 and notice of sale documents exhibited by Plaintiff. The falsity of those statements is alleged
25 above in Plaintiff's opening statement of facts.
26

27 83. Plaintiff alleges that Defendant JPM caused his loan obligation to be unlawfully
28 accelerated.
29

1 84. Plaintiff alleges that Defendant MTC has placed a known false, forged instrument
2 into the permanent records of the County (Ex 5).

3 85. Plaintiff is entitled to injunctive and damages relief from the false statements
4 made within the instruments under the California Homeowner's Bill of Rights. Cal. Civ. Code §
5 2924.17.
6

7 86. Plaintiff has been damaged as a result of Defendant's failure to comply with
8 HBOR in that his credit has been annihilated, he has suffered emotional distress and humiliation,
9 and he cannot sell or otherwise dispose of his real property due to the actions of Defendants.
10 Monetary demands are being made upon Plaintiff by Defendants who have refused to follow the
11 law under the Code, *id.*
12

13 87. Plaintiff alleges that Defendant JPM, who is alleged as being a non-contract party,
14 directed the sale of the property. Defendant MTC substantially relied upon, and directed, Notice
15 of Trustee Sale without being substituted as trustee and recording such authoritative instrument.
16

17 88. **Wherefore**, Plaintiff prays this Court issue an Order against Defendant JPM for:

18 89. Immediate rescission of all instruments exhibited herein and temporary injunctive
19 relief enjoining Defendants from any act in furtherance of rights under Plaintiff's contract deed
20 of trust and real property (**Plaintiff's Exhibits 2-5**);
21

22 90. Award of damages to Plaintiff in the full amount of \$50,000.00 per occurrence of
23 each false instrument (4 instruments x \$50,000.00=\$200,000.00);

24 91. Cancellation/rescission of the Assignments of Deed of Trust (Ex's 3-4), Notice of
25 Trustee Sale and Notice of Default;

26 92. Award of exemplary and punitive damages in an amount sufficient to deter
27 Defendant from similar future illegal acts against similarly situated California residents;
28

1 93. And for such other relief as this Court deems just.

2 **THIRD CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION**
3 **(Against All Defendants)**

4 94. Plaintiff incorporates by reference and includes paragraphs 1-93 as if fully stated
5 herein against all Defendants and DOES.

6 95. "Negligent Misrepresentation may be actionable and inflict only economic loss."
7 Citing Restatement (2nd) of Torts §§ 552 and 552 (1) entitled Information Negligently Supplied
8 for the Guidance of Others, provides:
9

10 96. "One who, in the course of his business, profession or employment, or in any
11 other transaction in which he has a pecuniary interest, supplies false information for the guidance
12 of others in their business transactions, is subject to liability for pecuniary loss caused to them by
13 their justifiable reliance upon the information, if he fails to exercise reasonable care or
14 competence in obtaining or communicating the information."
15

16 97. Defendant JPM is responsible for knowing the false representations contained in
17 Plaintiff's **Exhibits 3-4**, known to be false by JPM, which lead to the unlawful acceleration of
18 debt instrument securing Plaintiff's real property, and willfully oppressive sale of Plaintiff's real
19 property by use of known and intentionally false and omitted information contained within those
20 recorded instruments.
21

22 98. Defendants MTC and JPM had a duty of care to know and understand the laws
23 regarding transfers of interests in real property as sophisticated professionals.
24

25 99. Defendant MTC and JPM then made, or negligently relied upon, false statements
26 that are admitted (by silence where Defendants had a duty to speak) as being false and executed
27 by persons without personal, first-hand knowledge of the facts contained within the instruments
28

1 (Exhibits 2-5) at issue here or by speciously failing to record necessary instruments. Defendants
2 intended for Plaintiff and the general public to rely on the recorded instruments and notices filed,
3 relied upon and executed by Defendants.
4

5 100. Defendants knowingly and with willful intent prepared, negligently relied upon,
6 executed and published the instruments without lawful authority.

7 101. Plaintiff was harmed by the unauthorized acceleration of the debt and by
8 imminent loss of real property interests. Plaintiff also is at risk of losing equitable possession of
9 his home. Defendants all were unjustly enriched by previously accepting payments from
10 Plaintiff. Defendants were unjustly enriched by garnering profits, real property and fees from
11 Plaintiff to the detriment of Plaintiff. Plaintiff has suffered legal costs incurred due to
12 Defendants' acts and omissions, loss of wages from personal time spent defending his real
13 property under his contractual duties and emotional distress and humiliation.
14

15 102. Plaintiff's justifiable reliance on Defendants' predicate acts or material
16 representations and omissions was a substantial factor in causing the harms herein. Public
17 records are considered as sacred and Defendants, as the authors; or in negligent reliance upon the
18 instruments at issue, bear the burden of proof over real property records sanctity.
19

20 103. **Wherefore**, Plaintiff prays this Court;
21

22 104. Award Plaintiff damages for emotional distress, loss of credit and equitable relief
23 in the amount of not less than \$500,000.00;

24 105. Award Plaintiff exemplary and punitive damages in an amount sufficient to deter
25 Defendants, and all of them, from any acts against others similarly situated in California;

26 106. And for all damages allowed by law, attorney's fees and costs of suit incurred by
27 Plaintiff and such other relief that this Court deems just.
28

1 **FOURTH CAUSE OF ACTION: FINAL INJUNCTION PURSUANT TO CAL. CIVIL**
2 **CODE SECTION 3422**
3 **(Against All Defendants)**

4 107. Plaintiff re-alleges and avers each and every allegation contained in paragraphs 1-
5 106 as though fully stated herein.

6 108. California Civil Code § 3422 provides: "Except where otherwise provided by this
7 Title, a final injunction may be granted to prevent the breach of an obligation existing in favor of
8 the applicant: 1) Where pecuniary compensation would not afford adequate relief; 2) Where it
9 would be extremely difficult to ascertain the amount of compensation which would afford
10 adequate relief; 3) Where restraint is necessary to prevent a multiplicity of judicial proceedings;
11 or; 4) Where the obligation arises from a trust.

12 109. The Defendants have caused a breach of Plaintiff's obligation to the party actually
13 entitled to Plaintiff's monthly payments of his loan obligation as shown above herein.

14 110. It would be extremely difficult, if not downright impossible, to determine an
15 amount of compensation to Plaintiff at this early stage of pleadings in this case.

16 111. It is well-established that one's home is considered as unique and irreplaceable as
17 to pecuniary compensation. No amount of money will replace Plaintiff's home.

18 112. Plaintiff's contract deed of trust specifically states that Plaintiff "grants, in trust,
19 to Lender..." thus, the obligation arises in trust.

20 113. Defendants are continuing to proceed with non-judicial acts in knowing deference
21 to California law without regard to Plaintiff's rights under the same laws.

22 114. In order to seek legal redress, the Plaintiff has been obliged to seek counsel
23 services and has been obligated to pay reasonable attorney's fees, expenses and costs for which
24 Defendants should be liable.
25
26
27
28

**FIFTH CAUSE OF ACTION: WRONGFUL FORECLOSURE
(Against All Defendants)**

1
2
3 115. Plaintiff re-alleges and avers each and every allegation contained in paragraphs 1-
4 114 as though fully stated herein.

5 116. Defendants and DOES (unknown beneficiary) have claimed an interest in
6 Plaintiff's contract note and deed of trust.

7
8 117. Plaintiff alleges that Defendants have no right, title or interest in his deed of trust
9 or his real property, thus, a controversy exists.

10 118. Plaintiff has standing to assert claims under this action.

11 119. Defendants are alleged to have used false statements contained within recorded
12 instruments as fully alleged herein. All Instruments (**Plaintiff's Exhibits**) used by Defendants
13 are alleged as being forgeries.
14

15 120. Defendants have unlawfully invoked Cal. Civ. Code § 2924 for non-judicial
16 foreclosure by using or relying upon known forgeries in recorded instruments and without
17 contractual or lawful authority under the contract of Plaintiff.
18

19 121. Plaintiff has sufficiently alleged and incorporated herein that the recorded
20 Assignment of Deed of Trust, Substitution of Trustee, Notice of Trustee Sale and Notice of
21 Default contain false statements that were memorialized by Defendants against the interests of
22 Plaintiff.
23

24 122. Plaintiff alleges that Defendants have used known forged instruments. That
25 Defendant had a duty of care to verify all facts contained in those instruments but failed to fulfill
26 those duties.
27
28

1 123. Plaintiff alleges that he has been harmed as a direct and proximate result of
2 Defendant's acts and omissions and that Plaintiff substantially relied on Defendant's acts and
3 omissions to his detriment.

4 124. **Wherefore**, Plaintiff prays this Court will grant judgment in favor of Plaintiff:

- 5
6 (i) Enjoining the Defendants from any act, judicial or non-judicial, in furtherance of
7 rights under his loan contract and real property;
8 (ii) Enjoining Defendants from filing any further documents as they may relate to
9 Plaintiff's contract and real property;
10 (iii) Ordering Defendants to Show Cause why the injunction should not issue;
11 (iv) Awarding punitive damages;
12 (v) And granting such other and further relief this Court deems just.

13
14 **SIXTH CAUSE OF ACTION: VIOLATION OF CALIFORNIA CIVIL CODE §**
15 **2923.55(a) and (b)(1)**
16 **(Against All Defendants)**

17 125. Plaintiff reaffirms and re-allege the preceding paragraphs as if set forth fully
18 herein.

19 126. Cal. Civil Code section 2923.55(a) provides that "[a] mortgage servicer,
20 mortgagee, trustee, beneficiary, or authorized agent may not record a notice of default pursuant
21 to section 2924 until all of the following has occurred:

- 22 (1) The mortgage servicer has satisfied the requirements of paragraph (1) of
23 subdivision (b)." Section 2923.55(b)(1) provides, in pertinent part, that "[a]s
24 specified in subdivision (a), a mortgage servicer shall send the following
25 information in writing to the borrower:
26
27
28

1 B. A statement that the borrower may request the
2 following:

- 3 (i) a copy of the borrower's promissory note or other
4 evidence of indebtedness;
5 (ii) a copy of the borrower's deed of trust or mortgage.
6 (iii) a copy of any assignment, if applicable, of the
7 borrower's mortgage or deed of trust required to
8 demonstrate to right of the mortgage servicer to
9 foreclose."

10 127. Defendants both executed and caused the NOD to be recorded against Plaintiff's
11 rights.

12 128. Defendants' violation of the Code is willful and material.

13 129. Cal. Civil Code section 2924.12 (a)(1) provides that "if a trustee's deed upon sale
14 has not been recorded, a borrower may bring an action for injunctive relief to enjoin a material
15 violation of section 2923.55. ..." Section 2924.12(a)(2) provides that "any injunction shall
16 remain in place and any trustee's sale shall be enjoined until the court determines that the
17 mortgage servicer, mortgagee, trustee, beneficiary or authorized agent has corrected and
18 remedied the violation or violations giving rise to the action for injunctive relief. An enjoined
19 entity may move to dissolve an injunction based on a showing that the material violation has
20 been corrected and remedied."

21 130. Defendant never sent Plaintiff any notice or statement as required under the Code,
22 *id.*

23 131. Plaintiff was entitled, and is a covered person, as contemplated under the Code,
24 *id.*

25 **Wherefore, Plaintiff prays this Court Order judgment in Plaintiff's favor and Order of**
26 **the Court:**
27
28

1 (i) Ruling that Defendants, and each of them, are in violation of Cal. Civil Code §
2 2923.44(a) and (b)(1);

3 (ii) Enjoining any trustee sale contemplated against Plaintiff's property until a
4 determination is made that the violations of the Code, *id*, have been remedied and;

5
6 (iii) If any of the Defendants records a trustee's deed upon sale against Plaintiff's
7 interests without correcting the violations described herein, Plaintiff requests statutory damages
8 pursuant to Cal. Civ. Code § 2924.12(b).

9
10 **SEVENTH CAUSE OF ACTION: INTENTIONAL MISREPRESENTATION**
11 **(Against MTC AND JPM)**

12 132. Plaintiff reaffirms and re-allege the preceding paragraphs as if set forth fully
13 herein.

14 133. Defendant JPM made a false representation to Plaintiff that harmed Plaintiff.

15 134. JPM represented to Plaintiff and to the public, through publication, that JPM had
16 acquired beneficial interest in his loan obligation. Plaintiff's Exhibit 3 (Corporate Assignment of
17 Deed of Trust) evidences that JPM published a known false utterance that asserted
18 "JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST
19 BY PURCHASE FROM THE FDIC AS RECEIVER OF WASHINGTON MUTUAL BANK,
20 FA". This statement is known to be false by JPM because it states that JPM became a "successor
21 in interest" to Plaintiff's deed of trust.

22
23 135. JPM describes Plaintiff's deed of trust as the object of its untruthful, purported
24 beneficial interest in the assignment instrument as instrument No. 18832523. That is the number
25 assigned to the recorded deed of trust in Santa Clara County Recorder's Office.

26
27 136. The only *interest* that is assignable in Plaintiff's deed of trust is the beneficial
28 interest right to payments under his loan contract, and that interest may only be assigned by the

1 lender under the strict terms of the contract deed. Upon completion of his contract, Plaintiff is
2 entitled to a satisfaction of that deed by the party entitled to his payments and peaceful
3 enjoyment of his property and any profits realized through the disposition of his equity therein.

4
5 137. The statement in the assignment (above) is false and was known to be false when
6 made by Defendant JPM because the Purchase & Assumption Agreement in, which JPM entered
7 with FDIC's authorized purchase of Washington Mutual Bank, evidences strictly the purchase of
8 an interest in *servicing rights*, not *beneficial interest rights*, as set forth in the Purchase &
9 Assumption Agreement published at FDIC's website. Plaintiff shall produce such Agreement
10 upon discovery in this case. Plaintiff's loan does not appear in any schedule of assets acquired by
11 JPM as a beneficiary with entitlement rights to payment and as a party who may execute a lawful
12 satisfaction of Plaintiff's loan contract.
13

14 138. JPM then executes a second Assignment of Deed of Trust one month later to the
15 same party (Bank of America, N.A.) using the exact same language as the original assignment.
16 This evidences a second utterance of false statements made by JPM that were known to be false
17 for the same reasons set forth above.
18

19 139. By executing and publishing these instruments, JPM intentionally caused
20 Plaintiff, and the general public, to reasonably rely upon its contents because the records of the
21 public carry with them a legal presumption of truth and regularity. Plaintiff rebuts those
22 presumptions and any presumption of legal effect that the instrument may carry.
23

24 140. Defendant MTC executed and published a Notice of Trustee Sale ("NOTS") on
25 May 15th, 2015 (Plaintiff's Ex. 5). Defendant knew that under Plaintiff's deed of trust, section
26 24, that the lender, and only the lender or its lawful assigns, was capable of substituting the
27 trustee under the strict terms of the deed (Plaintiff's Ex.1).
28

1 141. MTC intended for Plaintiff and the general public to rely upon this instrument by
2 placing it into the records of the County of Santa Clara's Recorder's Office.

3 142. MTC was never clothed with the duties or authority of trustee under Plaintiff's
4 deed of trust and was precluded from publishing the false statement made in the instrument
5 "*MTC FINANCIAL, INC., DBA TRUSTEE CORPS, as duly APPOINTED Trustee, under and*
6 *pursuant to the power of sale contained in that certain deed of trust recorded on March 7, 2006*
7 *as instrument no. 18832523...*" There is no valid recorded substitution of trustee authorizing
8 MTC to act under Plaintiff's deed of trust. Washington Mutual Bank never executed such an
9 instrument authorizing MTC, and Washington Mutual Bank never lawfully transferred beneficial
10 interest to any party prior to its dissolution and incapacity to contract in California.
11

12 143. There is no record of any authority conveyed to MTC by Plaintiff's lender.
13

14 144. MTC made its representations recklessly and without regard to the consequences
15 of its actions or the truth of statements made by MTC. MTC is not a "privileged" party under
16 Cal. Civ. Code § 47 et. seq. by reason herein.
17

18 145. Both MTC and JPM intended for Plaintiff to rely upon the instruments herein by
19 publishing those false utterances in the public record for all person to rely.
20

21 146. Plaintiff did reasonably rely upon those statements as true and had cause to rely
22 on those statements by virtue of the sanctity of public records and the presumption that no party
23 would knowingly make and publish such false representations intentionally.

24 147. Plaintiff was harmed by making substantial monthly payments to a party who had
25 no authority to accept those payments on behalf of a bona fide beneficiary to his loan contract.
26

27 148. Plaintiff was harmed by MTC's false utterances by enduring the unlawful
28 acceleration of his debt and by a party not authorized under his contract publishing false

1 statements leading Plaintiff to an unlawful invocation of California's non-judicial foreclosure
2 statute.

3 149. Plaintiff's reliance on MTC's and JPM's representation was a substantial factor in
4 causing his harm.
5

6 **PRAYER FOR RELIEF**

7 **WHEREFORE, Plaintiff prays for judgment against the Defendants and each of**
8 **them as set forth below:**

9 1. For an order forever enjoining the defendants, and each of them, their agents,
10 representatives, successors and assigns, from pursuing any action, judicial or non-judicial,
11 against the Plaintiff relating to the Subject Property and deed of trust;
12

13 2. For a finding and determination that Plaintiff is the rightful holder of the title to the
14 Property and that Defendants herein, and each of them, have no estate, right, title, lien or interest
15 in said Property;
16

17 3. For a judgment forever enjoining said defendants, and each of them, from claiming any
18 estate, right, title, lien or interest in the Subject Property;

19 4. For a judgment that not one of the Defendants has any unencumbered legal interest in
20 both the NOTE and DOT;
21

22 5. Plaintiff further prays that the Court issue an Order and Decree cancelling the 2012
23 Corporate Assignment of Deed of Trust (Exhibit 3), the 2012 Assignment of Deed of Trust
24 (Exhibit 4), the 2010 Notice of Default (Exhibit 2) and the 2015 Notice of Trustee's Sale (Exhibit
25 5) finding same void as to Plaintiff and that the Court instruct the clerk to execute a full deed of
26 reconveyance of the Deed of Trust in favor of Plaintiffs.
27
28

1 6. For a finding that JPMorgan Chase Bank is in violation of Cal. Civil Code Section
2 2924.17;

3 7. For a finding that all Defendants are in violation of Cal. Civil Code section
4 2923.55(a) and (b)(1)(B);
5

6 8. For a finding that Plaintiff is entitled to injunctive relief pursuant to Cal. Civil Code
7 Section 3422;

8 9. For general, consequential and special damages according to proof;

9 10. For emotional distress damages;

10 11. For punitive damages in an amount sufficient to deter the willful, oppressive and
11 fraudulent conduct set forth with particularity in Counts I, V and VII of this Complaint in the
12 future;
13

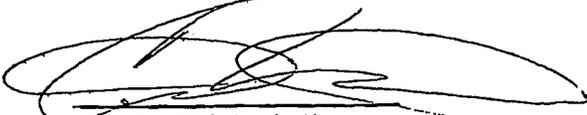
14 12. For reasonable attorney's fees;

15 13. For costs of suit herein; and
16

17 14. For such other and further relief as the court deems just and proper.
18

19 ADVANTIS LAW GROUP

20 Date: October 9, 2015

21 
22 Charles T. Marshall
23 Attorney for Plaintiff
24 JASON CHAN LEE
25
26
27
28

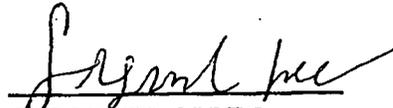
VERIFICATION

I, JASON CHAN LEE, declare as follows:

I am the Plaintiff in this action, and I hereby declare I have read the foregoing Verified Complaint and know the contents thereof and believe that the matters stated therein are 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 hereby declare under the penalty of perjury, that the foregoing is true and correct

This verification was executed this 9th day of October 2015 in San Jose, California.


JASON CHAN LEE

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EXHIBIT "1"

Alliance Title
11428340-002

Recording Requested By:
WASHINGTON MUTUAL BANK, FA

Return To:
WASHINGTON MUTUAL BANK, FA
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256
DOC OPS M/S JAXG 1060

Prepared By:
ROSE ANGUREN

DOCUMENT: 18832523



Pages: 20

Fees : 66 00
Taxes :
Copies :
AMT PAID 66 00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Alliance Title Company

RDE # 001
3/07/2006
8:00 AM

[Space Above This Line For Recording Data]

ZCA1
M28

DEED OF TRUST

3060505231-049

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 01, 2006 together with all Riders to this document.

(B) "Borrower" is JASON CHAN LEE, A SINGLE MAN

Borrower's address is 2214 CHISIN STREET, SAN JOSE, CA 95121

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WASHINGTON MUTUAL BANK, FA

Lender is a FEDERAL SAVINGS BANK organized and existing under the laws of THE UNITED STATES OF AMERICA

CALIFORNIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

-6(CA) (0207)

Page 1 of 15

Initials: *JL*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 2273 N. GREEN VALLEY PARKWAY, SUITE 14, HENDERSON, NV 89014

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is CALIFORNIA RECONVEYANCE COMPANY, A CALIFORNIA CORP

(E) "Note" means the promissory note signed by Borrower and dated MARCH 01, 2006. The Note states that Borrower owes Lender NINE HUNDRED SEVENTY THREE THOUSAND AND 00/100 Dollars

(U.S. \$ 973,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and

restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of SANTA CLARA :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

Parcel ID Number:
2214 CHISIN STREET
SAN JOSE
("Property Address"):

which currently has the address of
(Street)
(City), California 95121 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the

Initials: *RC*

Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the

term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or

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loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to

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make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond, for deed, contract, for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred

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in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual

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knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee.

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Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	<u>Jason Chan Lee</u> (Seal)
	-Borrower
	JASON CHAN LEE

_____	_____ (Seal)
	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

_____ (Seal)	_____ (Seal)
-Borrower	-Borrower

State of California
County of SANTA CLARA

} ss.

On 2.27.2016

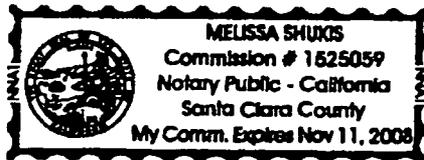
before me, *Melissa Shukis, Notary Public*
personally appeared

JASON CHAN LEE

personally known to me (~~or 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.

WITNESS my hand and official seal.

Melissa Shukis (Seal)



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Exhibit A
Legal Description

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Lot 95, as shown on that certain Map of Tract No. 9055, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on July 2, 1998, in Book 704 of Maps, page(s) 23 through 39 inclusive.

EXCEPTING THEREFROM the underground water or rights thereto, with no right of surface entry, as granted to City of San Jose, a municipal corporation by instrument recorded July 8, 1998 under Recorder's Series No. 14271657, Official Records.

R2US
M28

3060505231-049

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 1ST day of MARCH, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to WASHINGTON MUTUAL BANK, FA

("Lender") of the same date and covering the property described in the Security Instrument and located at

2214 CHISIN STREET
SAN JOSE, CA 95121

(Property Address)

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.600%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of APRIL 01, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."



MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family - Fannie Mae Uniform Instrument Form 3187 6/01

④ -168R (0401)

Page 1 of 4 Initials: N

VMP Mortgage Solutions

(800)521-7291



(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 10/100 percentage points (2.100 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.600 % or less than 2.100 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 10.600 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Initials: N

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

Initials: N

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

(Seal)
-Borrower



(Seal)
-Borrower
JASON CHAN LEE

(Seal)
-Borrower

EXHIBIT “2”

RECORDING REQUESTED BY
CALIFORNIA RECONVEYANCE COMPANY
AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800 892-6902
(818)775-2258 (Fax)

DOCUMENT: 20700291

Pages: 3



Fees ...	24.00
Taxes .	
Copies .	
AMT PAID	24.00

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 008
5/05/2010
9:31 AM

Space above this line for recorder's use only

Trustee Sale No. 742090CA Loan No. 3060505231 Title Order No. I00278104-CA-MAI

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$54,004.98 as of May 04, 2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by your creditor.

Trustee Sale No. 742090CA Loan No. 3060505231 Title Order No. 100278104-CA-MAI

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, at 7301 BAYMEADOWS WAY, JACKSONVILLE, FL 32256, 800-848-9380.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is the duly appointed Trustee under a Deed of Trust dated 03-01-2006, executed by JASON CHAN LEE, A SINGLE MAN, as trustor, to secure obligations in favor of WASHINGTON MUTUAL BANK, FA, as Beneficiary Recorded 03-07-2006, Book , Page , Instrument 18832523 of official records in the Office of the Recorder of SANTA CLARA County, California, as more fully described on said Deed of Trust. APN: 676-87-005 Situs: 2214 CHISIN STREET, , SAN JOSE, CA 95121 Including the note(s) for the sum of \$973,000.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of: THE 07/01/2009 MONTHLY INSTALLMENT OF INTEREST, LATE CHARGES AND OTHER CHARGES AS DESCRIBED IN THE BILLING STATEMENT FOR SAID MONTHLY BILLING; AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF INTEREST, LATE CHARGES AND OTHER CHARGES AS DESCRIBED IN THE BILLING STATEMENT FOR EACH MONTHLY BILLING CYCLE.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

SEE ATTACHED DECLARATION

DATE: May 04, 2010

CALIFORNIA RECONVEYANCE COMPANY, as Trustee


VREJ JOVKADARIAN,
Assistant Secretary

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Borrowers JASON CHAN LEE

Property address: 2214 CHISIN ST
SAN JOSE CA 95121

Loan Number: 3060505231

DECLARATION OF COMPLIANCE

(California Civil Code Section 2923.5(b))

The undersigned mortgagee, beneficiary or authorized agent hereby declares under penalty of perjury, under the laws of the State of California, as follows:

- The mortgagee, beneficiary or authorized agent has contacted the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure in compliance with Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since the borrower was contacted.
- The mortgagee, beneficiary or authorized agent tried with due diligence but was unable to contact the borrower to discuss the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by Cal. Civ. Code Section 2923.5. Thirty days or more have elapsed since these due diligence efforts were completed.
- The mortgagee, beneficiary or authorized agent was not required to comply with Cal. Civ. Code Section 2923.5 because:
- The real property is not an owner-occupied single family residence.
 - The loan was not originated between January 1, 2003 and December 31, 2007.
 - The borrower has surrendered the property as evidenced by either a letter confirming the surrender or delivery of the keys to the property to the mortgagee, trustee, beneficiary or authorized agent.
 - The borrower has contracted with someone whose primary business is advising people who have decided to leave their homes on how to extend the foreclosure process and avoid their loan obligations.
 - The borrower has filed for bankruptcy, and the proceedings have not yet been finalized.

I certify under penalty of perjury under the laws of the State of California that the above is true and correct.

JP Morgan Chase Bank, National Association

Date: 5/3/2010

City/State: Jacksonville, FL



John Gilvarry

EXHIBIT “3”

[RECORDING REQUESTED BY]
NATIONWIDE TITLE CLEARING
[AND WHEN RECORDED MAIL TO]
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

DOCUMENT: 21620136



Pages: 1

Fees 18 00
Taxes
Copies
AMT PAID 18 00

Loan #: 3060505231



REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Beneficiary

RDE # 001
4/11/2012
1:11 PM

CORPORATE ASSIGNMENT OF DEED OF TRUST

-- -- Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described Deed of Trust without recourse, representation or warranty, together with all right, title and interest secured thereby, all liens, and any rights due or to become due thereon to BANK OF AMERICA, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by JASON CHAN LEE and recorded on 03/07/2006 as Instrument # 18832523 in Book n/a, Page n/a in the office of the SANTA CLARA County Recorder, California.

Property more commonly known as: 2214 CHISIN ST, SAN JOSE, CA 95121

Dated on 03/27 /2012 (MM/DD/YYYY)

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA

By: Marquitha Williams
Marquitha Williams
VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on 03, 27 /2012 (MM/DD/YYYY), by Marquitha Williams as VICE PRESIDENT for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION SUCCESSOR IN INTEREST BY PURCHASE FROM THE FDIC AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Miranda Avila EE019063
Notary Public - State of FLORIDA
Commission expires: 08/22/2014



Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 16037899 - WAMU CJ3656239 FORM5FRMCA1



16037899

EXHIBIT “4”

DOCUMENT: 21639658

Pages: 2



Fees	21 00
Taxes	
Copies	
AMT PAID	21 00

**RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY**

RECORDING REQUESTED BY:
JPMorgan Chase Bank, National Association, successor
in interest by purchase from the Federal Deposit
Insurance Corporation as Receiver of Washington
Mutual Bank f/k/a Washington Mutual Bank, FA

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 024
4/26/2012
8:47 AM

PREPARED BY AND WHEN
RECORDED MAIL TO:
Pite Duncan, LLP
4375 Jutland Drive, Suite 200
P.O. Box 17933
San Diego, CA 92177-0933
(858) 750-7700

Property Address: 2214 Chisin Street, San Jose, California 95121

6505293 ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Bank of America, National Association all beneficial interest under that certain Deed of Trust dated March 1, 2006, executed by Jason Chan Lee, a single man, to California Reconveyance Company as trustee, for Washington Mutual Bank, FA, as beneficiary, and recorded as Instrument No. 18832523 on March 7, 2006, in the State of California, Santa Clara County Recorder's Office.

Dated: April 17, 2012 JPMorgan Chase Bank, National Association, successor
in interest by purchase from the Federal Deposit
Insurance Corporation as Receiver of Washington
Mutual Bank f/k/a Washington Mutual Bank, FA
By: [Signature]
Name: Estela G. Tinio
Title: Vice President

State of _____)
County of _____)
On _____ before me, _____, a Notary Public,
personally appeared _____, 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 _____ that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

see attached

Notary Public

(This Area for Official Notary Seal)

ACKNOWLEDGMENT

State of California
County of San Diego

On April 17 2012 before me, Pamela Garcia-Notary Public
(insert name and title of the officer)

personally appeared Estela Tinio
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.

Signature *Pamela Garcia* (Seal)

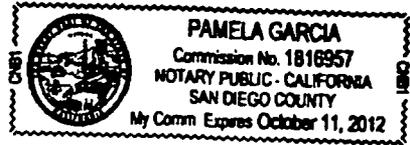


EXHIBIT “5”

DOCUMENT: 22959070

Pages: 3



22959070

Fees . . .	31.00
Taxes00
Copies00
AMT PAID	31.00

RECORDING REQUESTED BY:

Recording Requested By
ServiceLink

WHEN RECORDED MAIL TO:

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
ServiceLink - Irvine SIM

RDE # 025
5/20/2015
10:38 AM

APN: 676-87-005

TS No: CA08006030-14-1

TO No: 100278104

NOTICE OF TRUSTEE'S SALE

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

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

(The above statement is made pursuant to CA Civil Code Section 2923.3(d)(1). The Summary will be provided to Trustor(s) and/or vested owner(s) only, pursuant to CA Civil Code Section 2923.3(d)(2).)

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED March 1, 2006. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On June 24, 2015 at 09:00 AM, North Market Street Entrance, Santa Clara County Superior Courthouse, 190 N. Market Street, San Jose, CA 95113, MTC Financial Inc. dba Trustee Corps, as the duly Appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded on March 7, 2006 as Instrument No. 18832523 of official records in the Office of the Recorder of Santa Clara County, California, executed by JASON CHAN LEE, A SINGLE MAN, as Trustor(s), in favor of WASHINGTON MUTUAL BANK, FA as Beneficiary, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER**, in lawful money of the United States, all payable at the time of sale, that certain property situated in said County, California describing the land therein as: **AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST**

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: **2214 CHISIN ST, SAN JOSE, CA 95121-0000**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

Said sale will be made without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note(s) secured by said Deed of Trust, with interest thereon, as provided in said Note(s), advances if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

The total amount of the unpaid balance of the obligations secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of this Notice of Trustee's Sale is estimated to be \$1,285,121.42 (Estimated). However, prepayment premiums, accrued interest and advances will increase this figure prior to sale. Beneficiary's bid at said sale may include all or part of said amount. In addition to cash, the Trustee will accept 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 California Financial Code and authorized to do business in California, or other such funds as may be acceptable to the Trustee. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed Upon Sale until funds become available to the payee or endorsee as a matter of right. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

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 Auction.com at 800.280.2832 for information regarding the Trustee's Sale or visit the Internet Web site address www.Auction.com for information regarding the sale of this property, using the file number assigned to this case, CA08006030-14-1. 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.

Date: May 15, 2015

MTC Financial Inc. dba Trustee Corps
TS No. CA08006030-14-1
17100 Gillette Ave
Irvine, CA 92614
Phone: 949-252-8300
TDD: 866-660-4288



Amy Lemus, Authorized Signatory

**SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Auction.com at 800.280.2832**

MTC Financial Inc. dba Trustee Corps MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.

ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

RECORDING REQUESTED BY

NAME: CHARLES T. MARSHALL, ESQ.

WHEN RECORDED MAIL TO:

NAME: CHARLES T. MARSHALL, ESQ.

ADDRESS: 18400 VON KARMANN AVE, 10TH FLOOR

CITY/STATE/ZIP: IRVINE, CA 92612

CONFORMED COPY: This document has not been compared with the original.
SANTA CLARA COUNTY CLERK-RECORDER

Doc#: 23104048
10/09/2015 4:09 PM

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

NOTICE OF TENDENCY OF ACTION
(DOCUMENT TITLE)

1 Advantis Law Group
2 Charles T. Marshall, Esq, (SBN 176091)
3 18400 Von Karmann Ave, 10th Floor
4 Irvine, CA.
5 Tel: 800-955-6529
6 Fax: 866-575-7413
7 Email: cmarshall@marshallestatelaw.com

8 Attorney for: JASON CHAN LEE

ENDORSED
FILED

2015 OCT -9 P 3:07

David H. Yangoski, Clerk of the Superior Court
County of Santa Clara, California

By C. Page Deputy Clerk

9 SUPERIOR COURT OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SANTA CLARA

11 JASON CHAN LEE,

12 Plaintiff,

13 vs.

14 JPMORGAN CHASE BANK, N.A., MTC
15 FINANCIAL, INC. dba TRUSTEE CORPS
16 and DOES 1-10.

17 Defendant(s).

Case No: 115 CV 286736

NOTICE OF PENDENCY OF ACTION

BY FAX

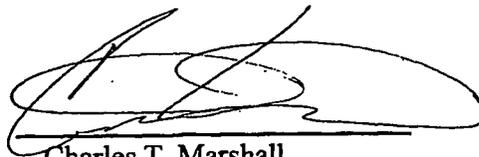
18
19 NOTICE IS HEREBY GIVEN that JASON CHAN LEE, by and through his attorney, filed
20 the above-entitled Complaint against JPMORGAN CHASE BANK, N.A., MTC FINANCIAL,
21 INC. dba TRUSTEE CORPS and All Persons Unknown Claiming Any Title, Estate, Lien or
22 Interest in the Property Described in the Complaint Adverse to Plaintiffs' Title, or Any Cloud on
23 Plaintiffs' Title Thereto. The Complaint was filed and commenced on October 9, 2015 and is now
24 pending in the above-entitled court.
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26 The Complaint seeks to remove the cloud on title to 2214 Chisin St., San Jose, California,
27 95121 APN 676-87-005. The full legal description of the Subject Property is attached as Exhibit
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“A” hereto. Therefore, the action affects title to the real property which is the subject of the Complaint. In addition to a removal of the cloud on title, the Complaint asserts causes of action for Intentional Interference With Contractual Relations, Negligent Misrepresentation, Violation of California Civil Code § 2924.17, Final Injunction, Wrongful Foreclosure, Violation of Cal. Civil Code Section 2923.55(a) and (b)(1) and Intentional Misrepresentation.

ADVANTIS LAW GROUP



Dated: October 9, 2015

Charles T. Marshall
Attorney for the Plaintiff
JASON CHAN LEE

EXHIBIT “A”

11428340 -002 -CJ

Exhibit A
Legal Description

All that certain real property situate in the City of San Jose, County of Santa Clara, State of California, described as follows:

Lot 95, as shown on that certain Map of Tract No. 9055, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California on July 2, 1998, in Book 704 of Maps, page(s) 23 through 39 inclusive.

EXCEPTING THEREFROM the underground water or rights thereto, with no right of surface entry, as granted to City of San Jose, a municipal corporation by instrument recorded July 8, 1998 under Recorder's Series No. 14271657, Official Records.

ATTACHMENT CV-5012

CIVIL LAWSUIT NOTICE

Superior Court of California, County of Santa Clara
191 N. First St., San Jose, CA 95113

CASE NUMBER: ~~115CV286736~~

PLEASE READ THIS ENTIRE FORM

PLAINTIFF (the person suing): Within 60 days after filing the lawsuit, you must serve each Defendant with the *Complaint, Summons, an Alternative Dispute Resolution (ADR) Information Sheet*, and a copy of this *Civil Lawsuit Notice*, and you must file written proof of such service.

DEFENDANT (The person sued): You must do each of the following to protect your rights:

1. You must file a written response to the *Complaint, using the proper legal form or format*, in the Clerk's Office of the Court, within 30 days of the date you were served with the *Summons and Complaint*;
2. You must serve by mail a copy of your written response on the Plaintiff's attorney or, on the Plaintiff if Plaintiff has no attorney (to "serve by mail" means to have an adult other than yourself mail a copy); and
3. You must attend the first Case Management Conference.

Warning: If you, as the Defendant, do not follow these instructions, you may automatically lose this case.

RULES AND FORMS: You must follow the California Rules of Court and the Superior Court of California, County of Santa Clara Local Civil Rules and use proper forms. You can obtain legal information, view the rules and receive forms, free of charge, from the Self-Help Center at 99 Notre Dame Avenue, San Jose (408-882-2900 x-2926), www.sccselfservice.org (Select "Civil") or from:

- State Rules and Judicial Council Forms: www.courtinfo.ca.gov/forms and www.courtinfo.ca.gov/rules
- Local Rules and Forms: <http://www.sccsuperiorcourt.org/civil/rule1toc.htm>

CASE MANAGEMENT CONFERENCE (CMC): You must meet with the other parties and discuss the case, in person or by telephone, at least 30 calendar days before the CMC. You must also fill out, file and serve a *Case Management Statement* (Judicial Council form CM-110) at least 15 calendar days before the CMC.

You or your attorney must appear at the CMC. You may ask to appear by telephone – see Local Civil Rule 8.

Your Case Management Judge is: Joseph Huber Department: 21

The 1st CMC is scheduled for: (Completed by Clerk of Court)
Date: FEB 02 2016 Time: 4:00pm in Department: 21

The next CMC is scheduled for: (Completed by party if the 1st CMC was continued or has passed)
Date: _____ Time: _____ in Department: _____

ALTERNATIVE DISPUTE RESOLUTION (ADR): If all parties have appeared and filed a completed *ADR Stipulation Form* (local form CV-5008) at least 15 days before the CMC, the Court will cancel the CMC and mail notice of an ADR Status Conference. Visit the Court's website at www.sccsuperiorcourt.org/civil/ADR/ or call the ADR Administrator (408-882-2100 x-2530) for a list of ADR providers and their qualifications, services, and fees.

WARNING: Sanctions may be imposed if you do not follow the California Rules of Court or the Local Rules of Court.

**SANTA CLARA COUNTY SUPERIOR COURT
ALTERNATIVE DISPUTE RESOLUTION
INFORMATION SHEET**

Many cases can be resolved to the satisfaction of all parties without the necessity of traditional litigation, which can be expensive, time consuming, and stressful. The Court finds that it is in the best interests of the parties that they participate in alternatives to traditional litigation, including arbitration, mediation, neutral evaluation, special masters and referees, and settlement conferences. Therefore, all matters shall be referred to an appropriate form of Alternative Dispute Resolution (ADR) before they are set for trial, unless there is good cause to dispense with the ADR requirement.

What is ADR?

ADR is the general term for a wide variety of dispute resolution processes that are alternatives to litigation. Types of ADR processes include mediation, arbitration, neutral evaluation, special masters and referees, and settlement conferences, among others forms.

What are the advantages of choosing ADR instead of litigation?

ADR can have a number of advantages over litigation:

- **ADR can save time.** A dispute can be resolved in a matter of months, or even weeks, while litigation can take years.
- **ADR can save money.** Attorney's fees, court costs, and expert fees can be reduced or avoided altogether.
- **ADR provides more participation.** Parties have more opportunities with ADR to express their interests and concerns, instead of focusing exclusively on legal rights.
- **ADR provides more control and flexibility.** Parties can choose the ADR process that is most likely to bring a satisfactory resolution to their dispute.
- **ADR can reduce stress.** ADR encourages cooperation and communication, while discouraging the adversarial atmosphere of litigation. Surveys of parties who have participated in an ADR process have found much greater satisfaction than with parties who have gone through litigation.

What are the main forms of ADR offered by the Court?

Mediation is an informal, confidential, flexible and non-binding process in which the mediator helps the parties to understand the interests of everyone involved, and their practical and legal choices. The mediator helps the parties to communicate better, explore legal and practical settlement options, and reach an acceptable solution of the problem. The mediator does not decide the solution to the dispute; the parties do.

Mediation may be appropriate when:

- The parties want a non-adversary procedure
- The parties have a continuing business or personal relationship
- Communication problems are interfering with a resolution
- There is an emotional element involved
- The parties are interested in an injunction, consent decree, or other form of equitable relief

Neutral evaluation, sometimes called "Early Neutral Evaluation" or "ENE", is an informal process in which the evaluator, an experienced neutral lawyer, hears a compact presentation of both sides of the case, gives a non-binding assessment of the strengths and weaknesses on each side, and predicts the likely outcome. The evaluator can help parties to identify issues, prepare stipulations, and draft discovery plans. The parties may use the neutral's evaluation to discuss settlement.

Neutral evaluation may be appropriate when:

- The parties are far apart in their view of the law or value of the case
- The case involves a technical issue in which the evaluator has expertise
- Case planning assistance would be helpful and would save legal fees and costs
- The parties are interested in an injunction, consent decree, or other form of equitable relief

-over-

Arbitration is a less formal process than a trial, with no jury. The arbitrator hears the evidence and arguments of the parties and then makes a written decision. The parties can agree to binding or non-binding arbitration. In binding arbitration, the arbitrator's decision is final and completely resolves the case, without the opportunity for appeal. In non-binding arbitration, the arbitrator's decision could resolve the case, without the opportunity for appeal, unless a party timely rejects the arbitrator's decision within 30 days and requests a trial. Private arbitrators are allowed to charge for their time.

Arbitration may be appropriate when:

- The action is for personal injury, property damage, or breach of contract
- Only monetary damages are sought
- Witness testimony, under oath, needs to be evaluated
- An advisory opinion is sought from an experienced litigator (if a non-binding arbitration)

Civil Judge ADR allows parties to have a mediation or settlement conference with an experienced Judge of the Superior Court. Mediation is an informal, confidential, flexible and non-binding process in which the judge helps the parties to understand the interests of everyone involved, and their practical and legal choices. A settlement conference is an informal process in which the judge meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations. The request for mediation or settlement conference may be made promptly by stipulation (agreement) upon the filing of the Civil complaint and the answer. There is no charge for this service.

Civil Judge ADR may be appropriate when:

- The parties have complex facts to review
- The case involves multiple parties and problems
- The courthouse surroundings would be helpful to the settlement process

Special masters and referees are neutral parties who may be appointed by the court to obtain information or to make specific fact findings that may lead to a resolution of a dispute.

Special masters and referees can be particularly effective in complex cases with a number of parties, like construction disputes.

Settlement conferences are informal processes in which the neutral (a judge or an experienced attorney) meets with the parties or their attorneys, hears the facts of the dispute, helps identify issues to be resolved, and normally suggests a resolution that the parties may accept or use as a basis for further negotiations.

Settlement conferences can be effective when the authority or expertise of the judge or experienced attorney may help the parties reach a resolution.

What kind of disputes can be resolved by ADR?

Although some disputes must go to court, almost any dispute can be resolved through ADR. This includes disputes involving business matters; civil rights; collections; corporations; construction; consumer protection; contracts; copyrights; defamation; disabilities; discrimination; employment; environmental problems; fraud; harassment; health care; housing; insurance; intellectual property; labor; landlord/tenant; media; medical malpractice and other professional negligence; neighborhood problems; partnerships; patents; personal injury; probate; product liability; property damage; real estate; securities; sports; trade secret; and wrongful death, among other matters.

Where can you get assistance with selecting an appropriate form of ADR and a neutral for your case, information about ADR procedures, or answers to other questions about ADR?

Contact:

Santa Clara County Superior Court
ADR Administrator
408-882-2530

Santa Clara County DRPA Coordinator
408-792-2784

EXHIBIT B

ASSESSOR'S PARCEL NUMBER (APN): 676-87-005

Situs Address (es) : 2214 CHISIN ST SAN JOSE 95121-0000

Mailing Address: 2214 CHISIN ST SAN JOSE CA 95121-0000

CURRENT INFORMATION ASSESSED VALUE

PROPERTY INFORMATION	
Document No: 16171190	Document Type: GRANT DEED
Transfer Date: 3/21/2002	Tax Default Date: N/A

TAX RATE AREA INFORMATION 017-028	
City:	San Jose
Elem. School:	Evergreen
High School:	East Side Union
Comm. College:	San Jose
Resource Consv.:	Guadalupe-Coyote
Air Quality Mgmt.:	Bay Area Jt(1,7,21,28,38,41,43,48,49,57)
County Water:	Santa Clara Valley
County Water:	Santa Clara Valley-Zone E-1
County Water:	Santa Clara Valley-Zone W-4
Water-Misc.:	Santa Clara County Importation

VALUE INFORMATION (Assessed Information as of 6/30/2015)						
Real Property		Business		Exemptions		Net Assessed Value
Land:	\$348,224	Fixtures:	\$0	Homeowner:	\$7,000	
Improvements:	\$522,630	Structure:	\$0	Other:	\$0	
		Personal Property:	\$0			
Total:	\$870,854	Total:	\$0	Total:	\$7,000	\$863,854

DISCLAIMER: This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408.3(c)]

2015 ASSESSED VALUE

PROPERTY INFORMATION	
Document No: 16171190	Document Type: GRANT DEED

Transfer Date: 3/21/2002	Tax Default Date: N/A
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TAX RATE AREA INFORMATION 017-028	
City:	San Jose
Elem. School:	Evergreen
High School:	East Side Union
Comm. College:	San Jose
Resource Consv.:	Guadalupe-Coyote
Air Quality Mgmt.:	Bay Area Jt(1,7,21,28,38,41,43,48,49,57)
County Water:	Santa Clara Valley
County Water:	Santa Clara Valley-Zone E-1
County Water:	Santa Clara Valley-Zone W-4
Water-Misc.:	Santa Clara County Importation

VALUE INFORMATION (Assessed Information as of 6/30/2015)						
Real Property		Business		Exemptions		Net Assessed Value
Land:	\$348,224	Fixtures:	\$0	Homeowner:	\$7,000	
Improvements:	\$522,630	Structure:	\$0	Other:	\$0	
		Personal Property:	\$0			
Total:	\$870,854	Total:	\$0	Total:	\$7,000	\$863,854

DISCLAIMER: This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408.3(c)]

2014 ASSESSED VALUE

PROPERTY INFORMATION	
Document No: 16171190	Document Type: GRANT DEED
Transfer Date: 3/21/2002	Tax Default Date: N/A

TAX RATE AREA INFORMATION 017-028	
City:	San Jose
Elem. School:	Evergreen
High School:	East Side Union

Comm. College:	San Jose
Resource Consv.:	Guadalupe-Coyote
Air Quality Mgmt.:	Bay Area Jt(1,7,21,28,38,41,43,48,49,57)
County Water:	Santa Clara Valley
County Water:	Santa Clara Valley-Zone E-1
County Water:	Santa Clara Valley-Zone W-4
Water-Misc.:	Santa Clara County Importation

VALUE INFORMATION (Assessed Information as of 6/30/2014)						
Real Property		Business		Exemptions		Net Assessed Value
Land:	\$341,403	Fixtures:	\$0	Homeowner:	\$7,000	
Improvements:	\$512,393	Structure:	\$0	Other:	\$0	
		Personal Property:	\$0			
Total:	\$853,796	Total:	\$0	Total:	\$7,000	\$846,796

DISCLAIMER: This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408.3(c)]

2013 ASSESSED VALUE

PROPERTY INFORMATION	
Document No: 16171190	Document Type: GRANT DEED
Transfer Date: 3/21/2002	Tax Default Date: N/A

TAX RATE AREA INFORMATION 017-028	
City:	San Jose
Elem. School:	Evergreen
High School:	East Side Union
Comm. College:	San Jose
Resource Consv.:	Guadalupe-Coyote
Air Quality Mgmt.:	Bay Area Jt(1,7,21,28,38,41,43,48,49,57)
County Water:	Santa Clara Valley
County Water:	Santa Clara Valley-Zone E-1
County Water:	Santa Clara Valley-Zone W-4

Water-Misc.:	Santa Clara County Importation
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VALUE INFORMATION (Assessed Information as of 6/30/2013)						
Real Property		Business		Exemptions		Net Assessed Value
Land:	\$339,861	Fixtures:	\$0	Homeowner:	\$7,000	
Improvements:	\$510,078	Structure:	\$0	Other:	\$0	
		Personal Property:	\$0			
Total:	\$849,939	Total:	\$0	Total:	\$7,000	\$842,939

DISCLAIMER: This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408.3(c)]

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Jason Chan Lee

(b) County of Residence of First Listed Plaintiff Santa Clara County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Charles T. Marshall
Advantis Law Group
18400 Von Karmann Avenue, 10th Floor
Irvine, CA 92612
Telephone: (800) 955-6529

DEFENDANTS

JPMorgan Chase Bank, N.A.

County of Residence of First Listed Defendant Franklin County, OH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Sanjay M. Nangia; Joseph A. Addiego
Davis Wright Tremaine LLP
505 Montgomery Street, Suite 800
San Francisco, CA 94111
Telephone: (415) 276-6500

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
 2 U.S. Government Defendant
 3 Federal Question (U.S. Government Not a Party)
 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	
	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	
	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District (specify)
 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Section 1332

Brief description of cause:

Wrongful foreclosure

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE November 13, 2015

SIGNATURE OF ATTORNEY OF RECORD /s/ Sanjay Nangia

(Place an "X" in One Box Only)

SAN FRANCISCO/OAKLAND SAN JOSE EUREKA