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Done

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FILED
LOS ANGELES SUPERIOR COURT

JAN 25 2012

JOHN A. CLARKE, CLERK
BY E. FREGOSO, DEPUTY

Attorney for Plaintiff(s)
(Cabrera, Miguel A.)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - EAST BRANCH DISTRICT**

CABRERA, MIGUEL A.,)

Plaintiff(s),)

vs)

UNIVERSAL AMERICAN)
MORTGAGE COMPANY OF)
CALIFORNIA; WELLS FARGO)
BANK, N.A.;)

and "all persons or entities unknown,)
claiming any legal or equitable right, title,)
estate, lien or interest in the property)
described in this Complaint adverse to)
Plaintiff's title, or any cloud upon Plaintiff's)
title thereto";)

and Does 1 - 25)

Defendant(s).)

CASE # KC 062236 - G

**FIRST AMENDED
COMPLAINT**

for
QUIET TITLE only

(NO FORECLOSURE PENDING)

Plaintiff(s) **MIGUEL A. CABRERA**, an individual; hereby complains, alleges, affirms
and herein Prays for relief by way of an Decree and or Order granting QUIET TITLE to
Plaintiff(s) relative to subject real property as described herein, as against all Defendants.

NO FORECLOSURE PENDING

As a preliminary affirmation and allegation Plaintiff(s) herein represent that there is
no ongoing foreclosure proceeding in effect governing, concerning or relative to any of the
Parties, herein or as to subject real property.

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GENERAL ALLEGATIONS

STATEMENT OF JURISDICTION

This Court has proper subject matter Jurisdiction over the within action as the real property, the subject of instant action, is so situated and physically located within this California Superior Court's Judicial District. *(Cal Code of Civil Procedure Sec. 760.040(a)).*

SUBJECT REAL PROPERTY AT ISSUE

The Real Property (hereinafter referred to as "PROP"), the subject of any and all claims of any of the Parties hereto, and which is the subject of instant action, and that of which Plaintiff(s) prays for a Decree and or Order of Quiet Title thereto, is legally described as well as its street address or common designation is provided and stated within the "Title Report" which is attached hereto and incorporated by reference herein, as Attachment (1). *(Cal Code of Civil Procedure Sec. 761.020(a)).*

PROCUREMENT OF TITLE REPORT

A current Title Report has been procured by Plaintiff(s) and is incorporated by reference herein, and made available for inspection, use and copying by any and all of the Parties hereto, and designated as Attachment (1). *(Code of Civil Procedure Sec. 762.040(b)).*

DATE OF DETERMINATION

Plaintiff(s) herein request that the date of the Judicial determination sought be that of the date of the filing instant Complaint. *(Cal Code of Civil Procedure Sec. 761.020(d)).*

PROMISSORY NOTE SECURITIZATION

Plaintiff(s) herein alleges, without confirming the existence or validity thereto, that

1 any and all Debt, Loan(s), and or Promissory Note(s) relative to, and that which allegedly
2 have been secured by any "Security", alleged "Secured Instrument", and or alleged "Deeds
3 of Trust" (DOT) referenced herein have been partially and or fully and completely
4 Securitized, and or Sold, Assigned, and or Transferred into an Investment and or
5 Securitized Investment Trust or Pool and as such, by way of the Legal Relief sought or
6 asserted herein, any and all Rights, Title, and or Interests to "PROP", allegedly held by any
7 of the Named or Un-Known Defendants herein has been extinguished, relinquished,
8 discharged and or detached as to any and all "Security", alleged "Secured Instrument", and
9 or "DOTs" referenced herein.
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13 ***ABSENCE OF ANY PROMISSORY NOTE OR HOLDER THEREOF***

14 Plaintiff(s) herein alleges, that there exists absolutely no Debt, Loan(s), and or
15 Promissory Note(s) or Mortgage relative to, hypothecated, or that which pertains to subject
16 "PROP", nor is there in existence any individual or entity who could or might claim to be a
17 "Holder" of any such Debt, Loan(s), and or Promissory Note(s) or Mortgage. As such, no
18 Named or Un-Known individual or entity could present a claim "Adverse" or otherwise as to
19 any Rights, Title or Interests in subject "PROP".
20

21 ***ASSIGNED; TRANSFERED; SOLD***
22 ***ANY AND ALL DEBT; LOAN(s); PROMISSORY NOTE(s)***

23 Plaintiff(s) herein alleges, based upon Information and belief, without confirming the
24 existence or validity thereto, that any and all potentially alleged Debt, Loan(s) and or
25 Promissory Note(s), allegedly pertaining to, relative and or hypothecated by any of the
26 "Security", "Secured Instruments", and or "DOT's" as referenced herein, have in fact been
27 Sold, Assigned, and or Transferred. The Selling, Assigning, and or Transferring of such
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1 Debt, Loan(s) and or Promissory Note(s), without confirming any validity or existence
2 thereto, was effectuated previously thereto, concurrently therewith, and or subsequent to
3 the execution, creation or making of any of the "Security, "Secured "Instruments", and or
4 "DOT's" as referenced herein, as follows:

5 As to Note # 04-2801028

6
7 **First :** From **"UNIVERSAL AMERICAN MORTGAGE COMPANY OF**
8 **to "CALIFORNIA";**
"COUNTRYWIDE HOME LOANS, INC.";

9 **Second :** From **"COUNTRYWIDE HOME LOANS, INC.";**
10 **to "GS MORTGAGE SECURITIES CORP.";**

11 **Third :** From **"GS MORTGAGE SECURITIES CORP.";**
12 **To "GSR MORTGAGE LOAN TRUST 2005-AR1";**

13 **Fourth :** From **"GSR MORTGAGE LOAN TRUST 2005-AR1";**
14 **To "US BANK NATIONAL ASSOCIATION".**

15 As to Note # 06-0184438

16 **First :** From **"WELLS FARGO BANK, N.A.";**
17 **to "UNKNOWN ENTITIES AND OR INDIVIDUALS".**

18
19 **SATSIFACTION OF THE TERMS & PROVISIONS OF ALL SECURITY, SECURED INSTRUMENTS AND OR**
20 **DEEDS OF TRUST**

21 Plaintiff(s) herein alleges, based upon Information and belief, that the terms
22 and provisions of any and all "Security", "Secured Instruments", and or "DOT's", as
23 referenced herein, specifically dictate, state and possess the enumerated condition that
24 subject "Security", "Secured Instruments", and or "DOT's" will only remain valid,
25 enforceable, and shall remain to any extent in full force and effect "until all sums have been
26 paid in full", and therein mandating a full reconveyance when satisfied. By virtue of the fact
27 that any and all alleged Debt, Loan(s) and or Promissory Note(s), without confirming the
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1 existence or validity thereto, and allegedly pertaining to, relative and or hypothecated by any
2 of the "Security", "Secured Instruments", and or "DOT's" as referenced herein have in fact
3 been Sold, Assigned, and or Transferred for full value, then as a factual result, any and all
4 subject "Security", "Secured Instruments", and or "DOT's" have in fact been fully satisfied.
5 As such no Named or Un-Known individual or entity herein could present a claim "Adverse"
6 or otherwise as to any Rights, Title or Interests in subject "PROP".
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10 **QUIET TITLE**

11 *(Plaintiff's sole Cause of Action as against all Defendants)*

12 Plaintiff(s) herein incorporates by reference, realleges, and reasserts any and all
13 previously alleged allegations, facts, and paragraphs;

14 1. At all times relevant hereto, Plaintiff **MIGUEL A. CABRERA** was an individual
15 and resident of the State of California, in and of the County and City where subject "PROP"
16 is so situated and or physically located which is within this Courts Judicial District, and at all
17 times herein relevant to this complaint, is the true owner of subject "PROP" as described
18 and set forth herein, as further evidenced by a Grant Deed naming Plaintiff(s) as the true
19 and correct title holder.
20

21 2. Plaintiff(s) are informed and believe, and thereon alleges, that at all times
22 relevant hereto Defendant **UNIVERSAL MORTGAGE COMPANY OF CALIFORNIA**
23 is a unknown type individual and or business entity doing business in the
24 State of California, in of the County and City where subject "PROP" is so situated and
25 physically located which is within this Courts Judicial District as fully described in
26 "Attachment 1".
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1 3. Plaintiff(s) are informed and believe, and thereon alleges, that at all times
2 relevant hereto Defendant **WELLS FARGO BANK, N.A.** is a unknown type individual and or
3 business entity doing business in the State of California, in the County of and City where
4 subject "PROP" is so situated and physically located which is within this Courts Judicial
5 District as fully described in "Attachment 1."

6
7 4. Plaintiff(s) are informed and believe, and thereon alleges that at all times
8 relevant hereto, instant action is an "*In Rem*" action relative to subject "PROP" which is within
9 the Judicial District of the above-entitled Court, of the County and City where subject
10 "PROP" is so situated and physically located as fully described herein in "Attachment 1".

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12 5. Plaintiff(s) are informed and believe, and thereon alleges that at all times
13 relevant hereto Defendants, who are "all persons or entities unknown, claiming any legal or
14 equitable right, title, estate, lien or interest in the property described in this Complaint
15 adverse to Plaintiff's title, or any cloud upon Plaintiff's title thereto" are individuals and or
16 unknown business entities doing business in the State of California , in the County of and
17 City where subject "PROP" is so situated and physically located which is within this Courts
18 Judicial District as fully described in "Attachment 1". (*Cal Code of Civil Procedure Sec.762.060(a)*).

19
20 6. Plaintiff(s) is unaware of the true names and capacities of any individuals
21 and/or entities sued herein under the fictitious names DOES 1 to 25, inclusive or, to the
22 extent that the names of such individuals or entities may become known to Plaintiff(s), and
23 as such Plaintiff(s) cannot state with any certainty that such a Cause of Action lies herein as
24 against such individuals or entities, or Plaintiff(s) is unable to allege the elements of such
25 Cause of Action, at this time, and as such said Defendant(s) are herein named in
26 accordance with the provisions of (*Cal Code of Civil Procedure Sec. 474*). Plaintiff(s) thereon
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1 reserves the right to amend instant Complaint to allege the true names and capacities of
2 such fictitiously named Defendant(s) when the same become known or when it has been
3 ascertained with reasonable certainty that such Cause of Action hereunder can be
4 satisfactorily stated and maintained as against each such fictitiously named individual or
5 entity.
6

7 7. Plaintiff(s) is informed and believes and thereon alleges, that in committing
8 certain acts herein alleged, some or all of the Named or Un-Known Defendants herein were
9 actions as the Agents, Joint Ventures, Partners, Representatives, Subsidiaries, Affiliates,
10 Associates, Assigns and/or Employees and or Agents of some or all of the other
11 Defendants, and that some or all of the conduct of such Defendants, as complained of
12 herein, were within the course and scope and agency of such relationship.
13

14 8. On or about **09/21/2004**, and subsequent thereto the "PROP" as fully and
15 legally described herein, and the essence of instant Action was real property indisputably
16 owned of record by Plaintiff(s), as evidenced by a certain Grant Deed (Instrument #
17 042801027) dated **11/06/2009**.
18

19
20 As to any and all Rights, Title, and Interests Re; **UNIVERSAL AMERICAN MORTGAGE**
21 **COMPANY OF CALIFORNIA**

22 9. Plaintiff(s) is informed and believes, and on that basis alleges, that on or
23 about **10/19/2004** Plaintiff(s), at the Inception, made, executed or otherwise signed and
24 delivered a document entitled "Deed of Trust" (herein after referred to as the "DOT"), to the
25 named Defendant **UNIVERSAL AMERICAN MORTGAGE COMPANY OF CALIFORNIA**
26 (Instrument # 04-2801028) as the Trust therein, which appears and ostensibly
27 forms the basis of a alleged potential "Adverse Claim".
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2 As to any and all Rights, Title, and Interests Re; **WELLS FARGO BANK, N.A.**

3 10. Plaintiff(s) is informed and believes, and on that basis alleges, that
4 on or about **12/21/2005** Plaintiff(s), subsequent to the initial or any previously executed
5 "DOT" subsequently, made, executed or otherwise signed and delivered a document
6 entitled "Deed of Trust" (herein after referred to as the "DOT"), to the named Defendant
7 **WELLS FARGO BANK, N.A.** (Instrument # 06-0184438) as the Trust therein, which
8 appears and ostensibly forms the basis of an alleged potential "Adverse Claim".
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11 As to any and all Rights, Title, and Interests Re; **ALL UNKNOWN ENTITIES AND OR**
12 **INDIVIDUALS**

13 11. Plaintiff(s) is informed and believes, and on that basis alleges, that at the
14 inception or subsequent to the making, executing or otherwise signing of the previously
15 alleged "DOTs", Plaintiff(s) made, executed or otherwise signed and delivered a document
16 entitled "Deed of Trust" (herein after referred to as the "DOT"), to any of all of the
17 Un-Known Defendants who are "all persons or entities unknown, claiming any legal or
18 equitable right, title, estate, lien or interest in the property described in this Complaint
19 adverse to Plaintiff's title, or any cloud upon Plaintiff's title thereto", as the Trust therein,
20 which appears and ostensibly forms the basis of an alleged potential "Adverse Claim".
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23 ***BASIS FOR RELIEF IN SUPPORT OF QUIET TITLE***

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25 As to any and all Rights, Title, and Interests Re; **ALL PARTIES, NAMED DEFENDANTS**
26 **AND OR UNKNOWN ENTITIES AND OR INDIVIDUALS**

27 **1) SEVERANCE and or BIFURCATION of the "DEBT" & any "SECURED INSTUMENTS (DOT)"**

28 12. As a Direct, Indirect, Legal, and or Proximate result or cause, of any and all

1 aforementioned assignments, transfers, and or the selling of any and all Debt, Loan(s)
2 and or Promissory Note(s), without confirming the existence or validity thereto, and allegedly
3 pertaining to, relative, and or hypothecated by any of the "Security", "Secured Instruments",
4 and or "DOT's" as referenced herein, which has in fact has been effectuated as referenced
5 above, and as well as, the result of a lack or joint corresponding assignment of any of the
6 "Security", "Secured Instruments" and or "DOT's" then a "Severance" and or "Bifurcation" of
7 the "Debt" and "Secured Instrument (DOT)" has in fact taken place, and come into being.
8 As a further result or cause, subject "Secured Instrument (DOT)" then became "Null & Void"
9 by Operation of Law. Therefore any and all Rights, Title and Interests in "PROP", for and on
10 behalf of all Named and Un-known Defendants has legally been extinguished, terminated,
11 and or discharged, due to such "Secured Instrument (DOT)" having become "Null & Void".

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14 *The well established, longstanding, applicable and relevant California authority establishing such*
15 *law can be found : California Civil Code Sec. "2936"; US Supreme Court Case "Carpenter v Logan" at*
16 *83 U.S. 271 (1872); California Supreme Court Case "Lewis v Booth" at 3 Cal2nd 345 (1935); and*
17 *California Appellant Court Case "Domarad v Fisher & Burke Inc. at 270 Cal App 2nd 543 (1969).*

18 **2) SATISFATION OF THE TERMS OF THE SECURED INSTRUMENT (DOT)**

19 **13.** Additionally and Alternatively as a further Direct, indirect, Legal and or
20 Proximate result or cause, of any and all assignments, transfers, and or the selling for Full
21 value of any and all Debt, Loan(s), and or Promissory Note(s), without confirming the
22 existence or validity thereto, and allegedly pertaining to, relative and or hypothecated by
23 any of the "Security", "Secured Instruments", and or "DOT's" as referenced herein, which
24 has in fact been effectuated, or accomplished, then by virtue of the terms and provisions of
25 any and all "Security", "Secured Instruments" and or "DOTs" referenced herein, factually
26 there has been full satisfaction, and therefore any and all Rights, Title and Interests
27 in "PROP", for and on behalf of all Named and Un-Known Defendants has legally been
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1 extinguished, terminated, and or discharged. A Reconveyance would then be in order

2
3 **3) NON-COMPLIANCE WITH THE RELATIVE "SERVICING & POOLING" AGREEMENT**

4 **14.** Additionally and Alternatively as a further Direct, Indirect, Legal and or
5 Proximate result or cause, of any and all assignments, transfers, or the selling of any and all
6 Debt, Loan(s), and or Promissory Note(s), without confirming the existence or validity
7 thereto, and allegedly pertaining to, relative and or hypothecated by any of the "Security",
8 "Secured Instruments", and or "DOT's" as referenced herein, which has in fact been
9 effectuated, or accomplished into a "Securitized or Investment Trust or Pool, as
10 referenced herein, then by virtue of the terms and provisions of any relative "Servicing &
11 Pooling" Agreement" any and all "Security", "Secured Instruments" and or "DOTs"
12 relevant thereto, factually must have been handled, assigned, managed and or controlled by
13 the very directives, mandates, instructions, provisions and or terms of said "Servicing and
14 Pooling" Agreement which in fact were not. There was in fact a Non-Compliance with
15 the terms and provisions of subject "Servicing and Pooling" Agreement. Therefore any and
16 all Rights, Title and Interests in "PROP", for and on behalf of all Named and Un-Known
17 Defendants has legally been extinguished, terminated, and or discharged. The basis for a
18 further Reconveyance would then also be in order.

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21 **15.** Plaintiff(s) is informed and believes, and on these bases alleges, subject
22 "Security", "Secured Instruments" and or "DOT's" as referenced herein are, by Operation of
23 Law "Null & Void" and that there is no current holder of any valid "Security", "Secured
24 Instruments" and or "DOT" as claimed herein, as having any Adverse Claim and that no
25 Party herein can otherwise establish that they are the valid current holder of any such valid
26 "Security", "Secured Instruments" and or "DOT's" whatsoever.
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1 16. Plaintiff(s) is informed and believes, and on that basis alleges, that
2 none of the alleged Parties herein claiming to hold or possess "Security", "Secured
3 Instruments" and or "DOT's" can establish that they are entitled to, or possess any Rights,
4 Title, or Beneficial interest relative to any valid "Security", "Secured Instruments" and or
5 "DOT's" or the right to effectuate any enforcement as against any other Party herein or as
6 against subject "PROP" itself, the subject of instant Quiet Title action.
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8 17. Plaintiff(s) is informed and believes, and on that basis alleges that, as
9 such, no Party herein, notwithstanding Plaintiff(s), have, possess or hold any Legal and or
10 Equitable interests and or rights to and regarding subject "PROP".
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12 18. Plaintiff(s) is informed and believes, and on that basis allege that
13 Plaintiff(s) title to the "PROP" is free and clear as to any possessed "Security", "Secured
14 Instruments" and or "DOT's", and therefore seek title to "PROP" to be Quieted to Plaintiff(s),
15 and for the benefit of Plaintiff(s) exclusively.
16

17 **PRAYER**
18

19 **WHEREFORE**, Plaintiff(s) prays the Court for relief as follows:
20

- 21 A) For a Decree and or Order determining and granting Quiet Title for and to the
22 benefit of Plaintiff(s), as to the "In Rem" "PROP", and as against any and all of
23 Defendant's hereto and to any "Adverse Claims", they allege to possess herein;
24 B) That a Judicial Declaration be entered, that the title to subject "PROP" is vested in
25 Plaintiff(s) alone and that Defendants and each of them be declared to have no
26 interests either Legal or Equitable, right, estate, or lien in subject "PROP" and that
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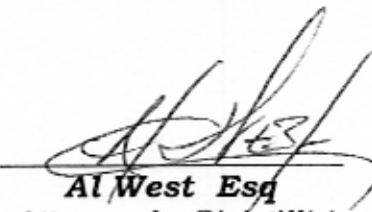
1 the Defendants, their Agents or Assigns, be forever enjoined from asserting
2 estate, right, title or interest to subject "PROP";

3 C) That each and every Party herein be Specifically Ordered to Perform and
4 effectuate a full Reconveyance of any and all relative "Security, "Secured
5 Instruments" and or "DOTs"
6

7 D) For such additional and further relief as the Court may deem just and reasonable;

8 E) For such reasonable costs of suit.
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10 Dated : JAN 23 2012


11 **Al West Esq**
12 Attorney for Plaintiff(s)
13 Miguel A. Cabrera
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ATTACHMENT "1"



TITLE GROUP

OR LANDSCAPING LOCATED THEREON AS DETERMINED NECESSARY BY GRANTOR, IN ITS SOLE DISCRETION, IN ORDER TO COMPLY WITH REQUIREMENTS FOR THE RECORDATION OF THE FINAL TRACT MAP, THE GRADING OF SAID TRACT AND/OR IN COMPLIANCE WITH THE REQUIREMENTS OF APPLICABLE GOVERNMENTAL AGENCIES. ANY SUCH ENTRY BY GRANTOR SHALL BE PRECEDED BY REASONABLE ADVANCE NOTICE TO GRANTEE. IF THIS RESERVATION OF RIGHT OF ENTRY IS NOT COMPLIED WITH BY GRANTEE, GRANTOR MAY ENFORCE THIS RIGHT OF ENTRY IN A COURT OF LAW. GRANTEE SHALL BE RESPONSIBLE FOR ALL DAMAGES ARISING OUT OF SAID BREACH INCLUDING ATTORNEYS FEES AND COURT COSTS. THIS RESERVATION OF RIGHT OF ENTRY SHALL AUTOMATICALLY EXPIRE TWELVE (12) MONTHS FROM THE RECORDATION OF THIS GRANT DEED.

PARCEL NO. 2.

NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, MAINTENANCE, REPAIR, REPLACEMENT, DRAINAGE, ENCROACHMENT, SUPPORT, AND FOR OTHER PURPOSES ALL AS DESCRIBED IN THE DECLARATION DESCRIBED HEREINBELOW. THIS EASEMENT IS APPURTENANT TO PARCEL I ABOVE.

PARCEL NO. 3.

A NON-EXCLUSIVE EASEMENT ON AND OVER THE COMMON AREA AS SUCH TERM IS DEFINED IN THE DECLARATION DESCRIBED HEREINBELOW, FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS AND EGRESS TO THE AMENITIES LOCATED THEREON SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION, DESCRIBED HEREINBELOW. THIS EASEMENT IS APPURTENANT TO PARCEL 1 ABOVE.

As of this date, **07/19/2011**, and at your request, we have checked the records on the above described property since **10/29/2004**. We find the following:

Deed from **GREYSTONE HOMES, INC., A DELAWARE CORPORATION AND LENNAR SALES CORP., A CALIFORNIA CORPORATION**, grantor to **MIGUEL A. CABRERA, A SINGLE MAN**, grantee, recorded **10/29/2004.10/29/2004**.

Tax ID: 8370-024-125

1st half Real Estate Taxes for the year 2010 in the amount of \$2,569.20 are PAID.

2nd half Real Estate Taxes for the year 2010 in the amount of \$2,569.19 are PAID.

- a. DEED OF TRUST from **MIGUEL A. CABRERA, A SINGLE MAN** to **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC AS TRUSTEE FOR MERS, INC., AS NOMINEE FOR UNIVERSAL AMERICAN MORTGAGE COMPANY OF CALIFORNIA**, dated **10/19/2004**, recorded **10/29/2004** as **Document No. 04-2801028**, in the original stated principal amount of **\$390,700.00**.



- b. from MIGUEL A. CABRERA, A SINGLE MAN to AMERICAN SECURITIES COMPANY AS TRUSTEE FOR WELLS FARGO BANK, N.A., dated 12/21/2005, recorded 01/25/2006 as Document No. 06-0184438, in the original stated principal amount of \$81,000.00.

abstract continuation or title insurance commitment. We make no representation as to the legal or merchantable quality of title. Except for those listed above, we have not examined any documents recorded prior to the initial date of our search.

This property report contains land title information for the sole use and benefit of the applicant only and may not be relied upon by any other party. Shown herein are those liens found only in the office of the register of deeds, county treasurer and clerk of circuit court which were filed and recorded during the search period. No search has been made for bankruptcy proceedings, unfiled construction lien claims, special assessments, Uniform Commercial Code financing statements or for any other conveyances, liens or encumbrances which are not property indexed. This report does not show any provisions or recitals contained in instruments nor any proceedings affecting the title. We make no representations as to the legal or merchantable quality of the title, which can be determined only by a complete abstract of title and attorney's opinion or a policy of title insurance. The applicant agrees that, as part of the consideration which the applicant gives for the issuance of this report and in recognition of the relative risks, rewards and benefits thereof, the risks have been allocated such that the Company shall be liable to the applicant as a direct result of an error or omission, provided, however, that in no event shall the liability of the Company arising from any cause or causes exceed the cost of the actual property report search.

Thank you for letting us be of service.

New Millennium Title Group

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing 1st AMENDED COMPLAINT FOR QUIET TITLE and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of

a party to this action, and am authorized to make this verification for an on its behalf, and I make this verification for that reason. I have read the foregoing document and know its contents. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and know its contents. I am informed and believe and on that ground allege that the matters stated in it are true.

Executed on JAN 23 2012 AT POMONA California.

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

Signature MIGUEL A. CABERA

ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENT

(Other than Summons and Complaint)

Receive copy of document described as on 20.

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of, State of California I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as

on in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States Mail at: addressed as follows:

(BY MAIL) I caused such envelope and postage thereon fully prepaid to be placed in the United States mail. Executed on, 20, at, California.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of addressee. Executed on, 20, at, California.

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

(Federal) I declare that I am employed in the office of a member of the bar and of this court at whose direction the these documents were served.

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF

I have read the foregoing _____ and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner _____ a _____ of

a party to this action, and am authorized to make this verification for an on its behalf, and I make this verification for that reason. I have read the foregoing document and know its contents. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for _____ a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and know its contents. I am informed and believe and on that ground allege that the matters stated in it are true.

Executed on _____ 20____ at _____ California.

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

Signature

ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENT

(Other than Summons and Complaint)

Receive copy of document described as _____ on _____ 20____.

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of _____ LOS ANGELES _____, State of California

I am over the age of 18 and not a party to the within action; my business address is: _____

700 N PACIFIC COAST HWY #201, REDONDO BEACH, CALIF. 90277

On JAN 23 2012 20____, I served the foregoing document described as _____

1st AMENDED COMPLAINT

on _____ DEFENDANT

in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States Mail at : _____

addressed as follows: DREYFUSS FIRM

7700 IRVINE CENTR DR #710

IRVINE, CA 92618

(BY MAIL) I caused such envelope and postage thereon fully prepaid to be placed in the United States mail. Executed on JAN 23 2012, 20____, at _____ REDONDO BEACH, California.

(BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of addressee. Executed on _____, 20____, at _____, California.

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

(Federal) I declare that I am employed in the office of a member of the bar and of this court at whose direction the these documents were served.

Charles Kaimikaua
CHARLES KAIMIKAUA

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Lawrence J. Dreyfuss, SBN 76277
 Bruce W. Dannemeyer, SBN 107243
 The Dreyfuss Firm, plc
 7700 Irvine Center Drive, Ste. 710
 Irvine, CA 92618
 TELEPHONE NO.: 949-727-0977 FAX NO. (Optional): 949-450-0668
 E-MAIL ADDRESS (Optional):

FOR COURT USE ONLY

FILED
 LOS ANGELES SUPERIOR COURT

JAN 24 2012

JOHN A. CLARKE, CLERK
 BY B. FONSECA, DEPUTY

ATTORNEY FOR (Name): Defendant Wells Fargo Bank, N.A.
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles
 STREET ADDRESS: 400 Civic Center Plaza
 MAILING ADDRESS:
 CITY AND ZIP CODE: Pomona, CA 91766
 BRANCH NAME:

PLAINTIFF/PETITIONER: Miguel A. Cabrera
 DEFENDANT/RESPONDENT: Universal American Mortgage Company

CASE MANAGEMENT STATEMENT
 (Check one): UNLIMITED CASE (Amount demanded exceeds \$25,000) LIMITED CASE (Amount demanded is \$25,000 or less)

CASE NUMBER:
 KC 062236

A CASE MANAGEMENT CONFERENCE is scheduled as follows:
 Date: 2/21/12 Time: 8:30 a.m. Dept.: G Div.: Room:
 Address of court (if different from the address above):
 Notice of Intent to Appear by Telephone, by (name): Lawrence J. Dreyfuss

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties (answer one):
 - a. This statement is submitted by party (name): Defendant Wells Fargo Bank, N.A.
 - b. This statement is submitted jointly by parties (names):
2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)
 - a. The complaint was filed on (date): 10/3/11
 - b. The cross-complaint, if any, was filed on (date):
3. Service (to be answered by plaintiffs and cross-complainants only)
 - a. All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
 - b. The following parties named in the complaint or cross-complaint
 - (1) have not been served (specify names and explain why not):
 - (2) have been served but have not appeared and have not been dismissed (specify names):
 - (3) have had a default entered against them (specify names):
 - c. The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. Description of case
 - a. Type of case in complaint cross-complaint (Describe, including causes of action):
 Quiet title

PLAINTIFF/PETITIONER: Miguel A. Cabrera	CASE NUMBER:
DEFENDANT/RESPONDENT: Universal American Mortgage Company	KC 062236

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)

Plaintiff seeks to terminate trust deed via quiet title action based on securitization of loan.

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. Jury or nonjury trial

The party or parties request a jury trial a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

6. Trial date

- a. The trial has been set for (date):
- b. No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
- c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):
 March 30-February 5, 2012 (trial); February 28-March 2, 2012 (trial); April 9-11, 2012 (trial); June 4-6, 2012 (trial); July 2-13, 2012 (vacation); August 7-14, 2012 (vacation); September 18-22, 2012 (trial)

7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

- a. days (specify number): 2
- b. hours (short causes) (specify):

8. Trial representation (to be answered for each party)

The party or parties will be represented at trial by the attorney or party listed in the caption by the following:

- a. Attorney:
- b. Firm:
- c. Address:
- d. Telephone number:
- e. E-mail address:
- f. Fax number:
- g. Party represented:
- Additional representation is described in Attachment 8.

9. Preference

This case is entitled to preference (specify code section):

10. Alternative dispute resolution (ADR)

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 for information about the processes available through the court and community programs in this case.
- (1) For parties represented by counsel: Counsel has has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.
- (2) For self-represented parties: Party has has not reviewed the ADR information package identified in rule 3.221.
- b. **Referral to judicial arbitration or civil action mediation (if available).**
- (1) This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.
- (2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
- (3) This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER: Miguel A. Cabrera DEFENDANT/RESPONDENT: Universal American Mortgage Company	CASE NUMBER: KC 062236
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10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (check all that apply and provide the specified information):

	The party or parties completing this form are willing to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case have agreed to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation	<input type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: Miguel A. Cabrera	CASE NUMBER
DEFENDANT/RESPONDENT: Universal American Mortgage Company	KC 062236

11. Insurance

- a. Insurance carrier, if any, for party filing this statement (name):
- b. Reservation of rights: Yes No
- c. Coverage issues will significantly affect resolution of this case (explain):

12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

- Bankruptcy Other (specify):

Status:

13. Related cases, consolidation, and coordination

- a. There are companion, underlying, or related cases.
 - (1) Name of case:
 - (2) Name of court:
 - (3) Case number:
 - (4) Status:
- Additional cases are described in Attachment 13a.
- b. A motion to consolidate coordinate will be filed by (name party):

14. Bifurcation

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (specify moving party, type of motion, and reasons):

15. Other motions

- The party or parties expect to file the following motions before trial (specify moving party, type of motion, and issues):
 Defendant Wells Fargo Bank's demurrer to complaint is set for 1/31/12.

16. Discovery

- a. The party or parties have completed all discovery.
- b. The following discovery will be completed by the date specified (describe all anticipated discovery):

<u>Party</u>	<u>Description</u>	<u>Date</u>
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Discovery will be evaluated if and when case is at issue.

- c. The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (specify):

PLAINTIFF/PETITIONER: Miguel A. Cabrera	CASE NUMBER:
DEFENDANT/RESPONDENT: Universal American Mortgage Company	KC 062236

17. Economic litigation

- a. This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b. This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case):

18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (specify):

19. Meet and confer

- a. The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (if not, explain): No contact by plaintiff.
- b. After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (specify):


20. Total number of pages attached (if any): 0

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: January 23, 2012

Lawrence J. Dreyfuss

 (TYPE OR PRINT NAME)

▶ 

 (SIGNATURE OF PARTY OR ATTORNEY)

 (TYPE OR PRINT NAME)

▶ _____
 (SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

1 PROOF OF SERVICE (By Mail)
2 (CCP Section 1013a(3))

3 I am over the age of 18, and I am not a party to the within action. I am employed by THE
4 DREYFUSS FIRM, PLC, in the County of Orange, at 7700 Irvine Center Drive, Suite 710,
Irvine, CA 92618.

5 On January 23, 2012, I served the attached: **Case management conference** on the
6 interested parties in this action by placing true copies thereof in sealed envelopes, addressed as
follows:

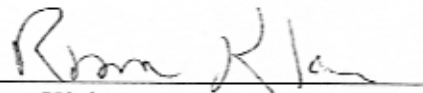
7 **AI West**
8 **Law Offices of West & Associates**
9 **700 N. Pacific Coast Highway, Ste. 201**
10 **Redondo Beach, CA 90277**
11 **Attorneys for Plaintiffs**

12 **(By Mail)** I placed said envelopes for collection and mailing, following ordinary
13 business practices, at the business offices of THE DREYFUSS FIRM, PLC at the address set
14 forth above, for deposit in the United States Postal Service. I am readily familiar with the
15 practice of THE DREYFUSS FIRM, PLC for collection and processing of correspondence for
16 mailing with the United States Postal Service, and said envelopes will be deposited with the
United States Postal Service on said date in the ordinary course of business. I am aware that on
17 motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

18 **(By Facsimile Transmission)** I served the above-described document on the
19 interested parties in this action by sending a true copy thereof by facsimile transmission
20 pursuant to California rules of Court, Rule 2009(i)2, from facsimile machine number (949)
450-0668. The facsimile machine I used complied with California Rules of Court, Rule
21 2003(3), and no error was reported by the machine. Pursuant to Rule 2009(i)4, I caused the
machine to print a transmission record of the transmission

22 I declare that I am employed in the office of a member of the Bar of this Court at whose
23 direction the service was made. I declare, under penalty of perjury under the laws of the State
of California, that the above is true and correct.

24 Executed on January 23, 2012, at Irvine, California.

25
26 
27 Roma Klein
28