

No. 10-56068

**United States Court Of Appeals
For The Ninth Circuit**

CRYSTAL MONIQUE LIGHTFOOT, et al.,

Plaintiffs and Appellants,

vs.

CENDANT MORTGAGE CORPORATION, et al.,

Defendants and Appellees.

*Appeal from United States District Court,
Central District of California, Case No. 2:02-cv-06568
Hon. Consuelo B. Marshall, U.S. District Judge*

Motion to Affirm

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I.**INTRODUCTION**

This appeal is once more before this Court on remand after the Supreme Court reversed this Court's prior judgment without further direction.

Now, this Court must decide whether to (1) vacate, for lack of subject matter jurisdiction, all prior federal court orders and judgments in this decades-old case, and remand the case to state court, or (2) reinstate its prior holding that the federal courts have jurisdiction of this case on the ground plaintiffs filed state claims to avoid the res judicata effect of a prior federal judgment, and on that basis affirm the appealed order, which it has twice concluded was properly entered.

The Court should choose the latter option. When a case has been fully resolved in federal court, "considerations of finality, efficiency, and economy become overwhelming." *Caterpillar Inc. v. Lewis*, 519 U.S. 61, 75 (1996). So every effort should be made to preserve federal jurisdiction of this case which has been pending in federal courts since 2002, has been finally resolved by those courts, and has been the subject of repeated unsuccessful appeals. Remanding this case to state court now "would impose unnecessary and wasteful burdens on the parties, judges, and other litigants waiting for judicial attention." *Id.* at 76.

In its initial memorandum opinion, this Court concluded that the federal courts have jurisdiction of this case "because state claims filed to circumvent the res judicata

impact of a federal judgment may be removed to federal court. *See Ultramar Am. Ltd. v. Dwelle*, 900 F.2d 1412, 1417 (9th Cir. 1990)” *Lightfoot v. Cendant Mortg. Corp.*, 465 Fed.Appx. 668, 669 (9th Cir. 2012), opn. withdrawn (Apr. 13, 2012). That conclusion was correct. The Court should reinstate it, and, on that basis, hold that there is federal subject matter jurisdiction of this case.

The law of mandate does not prevent this Court from doing so. The Supreme Court’s opinion reversed only this Court’s determination that Fannie Mae’s charter granted an independent ground of federal jurisdiction. It decided no other issue. The Supreme Court’s judgment was a simple reversal without additional instructions. Such a general reversal reopens the appeal for this Court’s consideration on grounds other than the one the Supreme Court decided.

Accordingly, the Court should now reinstate its earlier finding that the federal courts have jurisdiction over this case under *Ultramar’s* reasoning, readopt its twice-stated affirmance on the merits, and enter a new appellate judgment affirming the judgment and the order denying relief under Rule 60(b).

II.

AFTER DECADES OF FEDERAL LITIGATION, THIS CASE SHOULD NOT BE RESTARTED IN STATE COURT

“[O]nce a case has been tried in federal court ... considerations of finality, efficiency, and economy become overwhelming.” *California Credit Union League v.*

City of Anaheim, 190 F.3d 997, 1000-01 (9th Cir. 1999) (quoting *Caterpillar, Inc.*, 519 U.S. at 75).

A. Plaintiffs Have Fully Litigated Their Claims In Federal Court Many Times Over

Plaintiffs have received a full and fair opportunity to litigate their claims in federal court. Indeed, they have received many full and fair chances to litigate their claims in federal court—in this suit as well as two filed before, and two filed after it.

1. The First Federal Suit

Hollis-Arrington initially sued Cendant in the Central District of California in 2000. *Hollis-Arrington v. Cendant Mortg.*, C.D. Cal. No. 2:00-cv-11125-CBM; see attached Decl. of Jan T. Chilton, Ex. A #1. Hollis-Arrington filed her first appeal from the district court's order vacating default against Cendant and denying Hollis-Arrington's ex parte request for a temporary restraining order. In 2001, this Court dismissed the appeal as premature. 9th Cir. No. 01-55316; see Chilton Decl., Ex. A #58-59.

The district court granted Cendant's motion for summary judgment and entered judgment in its favor in July 2002. Chilton Decl., Ex. A, #102, 103. Hollis-Arrington appealed. In 2003, this Court affirmed in an unpublished memorandum. 9th Cir. No. 02-56279; Chilton Decl., Ex. A, #119. The Supreme Court denied Hollis-Arrington's petition for certiorari. *Hollis Arrington v. Cendant Mortgage Corp.*, 540 U.S. 1000 (2003).

The same year, Hollis-Arrington moved in the district court for relief from judgment under Rule 60(b). Chilton Decl., Ex. A, #122. The district court denied the motion. *Id.* at #127. Hollis-Arrington appealed. *Id.* at #128. This Court dismissed the appeal for lack of prosecution. 9th Cir. No. 03-56578.

In 2009, Hollis-Arrington filed a new Rule 60(b) motion. Chilton Decl., Ex. A, #135. The motion was denied. *Id.* at #144. On Hollis-Arrington's appeal from that order, this Court affirmed, later denying her rehearing petition as well. 9th Cir. No. 10-56649; *Hollis-Arrington v. Cendant Mortg. Corp.*, 465 Fed.Appx. 675 (9th Cir. 2012). The Supreme Court dismissed Hollis-Arrington's petition for certiorari in 2012. *Hollis-Arrington v. Cendant Mortg. Corp.*, 133 S.Ct. 387 (2012).

2. The Second Federal Suit

In 2001, Hollis-Arrington filed a second suit against Cendant and Fannie Mae in the Central District of California. C.D. Cal. No.2:01-cv-05658-CBM; Chilton Decl., Ex. B, #1. She appealed from the district court's order denying her ex parte application for a temporary restraining order. This Court summarily affirmed. 9th Cir. No. 01-56577; Chilton Decl., Ex. B, #60.

The district court dismissed all of the claims alleged in this suit with prejudice and entered judgment for defendants in July 2002. Chilton Decl., Ex. B, #105, 131, 135, 136. Hollis-Arrington appealed. This Court affirmed in May 2003. 9th Cir. No. 02-56280; Chilton Decl., Ex. B, #152.

In June 2003, Hollis-Arrington filed a motion to set aside judgment under Rule 60(b). Chilton Decl., Ex. B, #155. She appealed from the order denying that motion. *Id.* at 162, 163. This Court summarily affirmed in December 2003 after finding “the questions raised in this appeal are so insubstantial as not to require further argument.” 9th Cir. No. 03-56579. The Court also denied Hollis-Arrington’s petition for writ of mandate. 9th Cir. No. 03-72985; Chilton Decl., Ex. B, #166.

In June 2010, Hollis-Arrington filed a new motion to set aside judgment under Rule 60(b). Chilton Decl., Ex. B, #170. She appealed the order denying this motion. This Court affirmed and denied Hollis-Arrington’s petition for rehearing. 9th Cir. No. 10-56651; *Hollis-Arrington*, 465 Fed.Appx. 675. The Supreme Court dismissed Hollis-Arrington’s petition for certiorari in 2012. *Hollis-Arrington*, 133 S.Ct. 387.

3. This Removed Action

Hollis-Arrington and her daughter, Crystal Lightfoot, filed this suit in the Los Angeles Superior Court in July 2002. Fannie Mae removed the case to federal court. C.D. Cal. No. 2:02-cv-06568-CBM; Chilton Decl., Ex. D, #1, Ex. E. In September 2002, the district court denied plaintiffs’ ex parte application to remand the case to state court, and a month later denied plaintiffs’ ex parte application for reconsideration of that order. Chilton Decl., Ex. D, #8, 45.

Plaintiffs filed an appeal from the district court’s order staying discovery and other proceedings pending a ruling on defendants’ motion to dismiss. In response to

this Court's order to show cause re appealability, plaintiffs voluntarily dismissed the appeal. 9th Cir. No. 02-56586; Chilton Decl., Ex. D, #30, 50. Plaintiffs refiled their challenge to the order as a petition for mandate, which this Court denied. 9th Cir. No. 02-73736; Chilton Decl., Ex. D, #53.

In February 2003, the district court entered its order granting defendants' motion to dismiss, with prejudice, on res judicata grounds. Chilton Decl., Ex. D, #59, Ex. F. Plaintiffs appealed. *Id.*, Ex. D #60. This Court dismissed the appeal for lack of jurisdiction, as the appealed order was not a final judgment. 9th Cir. No. 03-33389; Chilton Decl., Ex. D, #68. The Supreme Court denied plaintiffs' petition for certiorari. *Hollis-Arrington v. Cendant Mortg. Corp.*, 540 U.S. 940 (2003).

In June 2003, plaintiffs filed a motion to set aside judgment under Rule 60(b). Chilton Decl., Ex. D, #70. Plaintiffs appealed from the order denying that motion. *Id.* at #79, 80. This Court affirmed. 9th Cir. No. 03-56580; Chilton Decl., Ex. D, #89. The Supreme Court denied plaintiffs' petition for certiorari. *Hollis-Arrington v. Cendant Mortg. Corp.*, 543 U.S. 918 (2004). This Court also denied plaintiffs' two petitions for mandate attacking the same order. 9th Cir. Nos. 03-72985, 08-73461; Chilton Decl., Ex. D, #81, 89.)

In April 2009, plaintiffs filed a motion to restore the case to the district court's active calendar for the purposes of entering a final judgment. Chilton Decl., Ex. D, #92. The district court granted the motion and entered final judgment in October

2009. *Id.* at #103, 104. Plaintiffs appealed. 9th Cir. No. 10-56068 (“this appeal”); Chilton Decl., Ex. D, #108. The appeal was stayed until after the district court denied plaintiffs’ second Rule 60(b) motion, after which plaintiffs amended their notice of appeal to include that order as well as the judgment. Chilton Decl., Ex. D, #114, 117, 120.

The panel issued its initial memorandum decision in January 2012. *Lightfoot*, 465 Fed.Appx. at 669. The Court affirmed, holding that “[t]he district court did not abuse its discretion by denying plaintiffs’ Rule 60(b) motion to set aside the judgment because plaintiffs failed to establish any ground for relief.” *Id.* (citations omitted). It also held that “[t]he district court had removal jurisdiction because state claims filed to circumvent the res judicata impact of a federal judgment may be removed to federal court. *See Ultramar Am. Ltd. v. Dwell*, 900 F.2d 1412, 1417 (9th Cir. 1990) . . .” *Id.*

In April 2012, the panel withdrew that decision, ordered briefing on the issue of whether Fannie Mae’s charter provided an independent ground for invoking federal jurisdiction. After briefing on that issue and oral argument, the Court entered its published opinion, ruling in Fannie Mae’s favor on the jurisdictional issue, and again affirming on the merits “for the reasons stated in our previous unpublished disposition.” *Lightfoot v. Cendant Mortg. Corp.*, 769 F.3d 681, 690 (9th Cir. 2014). The Supreme Court reversed the jurisdictional ruling, but did not address the substance of

plaintiffs' claims. *Lightfoot v. Cendant Mortg. Corp.*, __ U.S. __, 137 S.Ct. 553 (2017).

4. The District Of Columbia Suit

In November 2003, Hollis-Arrington filed suit in the United States District Court for the District of Columbia, naming Cendant, Fannie Mae, their lawyers, District Judge Consuelo Marshall and Ninth Circuit Judges Pamela Rymer, Andrew Kleinfeld and Stephen V. Wilson. D. D.C. No. 1:03-cv-02416; Chilton Decl., Ex. G, #1. Arising from the same allegedly wrongful foreclosure, this new complaint recast Hollis-Arrington's claims as being for violation of Due Process and Equal Protection. *See Hollis-Arrington v. PHH Mortg. Corp.*, 2005 WL 3077853, at *3 (D. N.J. 2005).

The district court granted defendants' motion to dismiss based on res judicata. Chilton Decl., Ex. G, #41. The order also banned plaintiff from filing anything further in the case, except for a notice of appeal, without leave of court. *Id.*

Hollis-Arrington appealed. The D.C. Circuit summarily affirmed and denied Hollis-Arrington's petition for rehearing. D.C. Cir. No. 04-5068; *Hollis-Arrington v. Fannie Mae*, 2004 WL 2595891 (D.C. Cir. 2004). The Supreme Court denied Hollis-Arrington's petition for certiorari. *Hollis-Arrington v. Fannie Mae*, 546 U.S. 874 (2005).

5. The District Of New Jersey Suit

In May 2005, plaintiffs filed suit in the District of New Jersey, again naming as defendants all of those earlier sued in the District of Columbia. D. N.J. No. 1:05-cv-02556; Chilton Decl., Ex. H, #1. The district court granted defendants' motion to dismiss, finding it failed to state a viable claim and was barred by res judicata. *Hollis-Arrington v. PHH Mortg. Corp.*, 2005 WL 3077853 (D. N.J. 2005). Plaintiffs appealed. The Third Circuit affirmed the judgment of dismissal, but vacated a pre-filing injunction the district court had entered. *Hollis-Arrington v. PHH Mortg. Corp.*, 205 Fed.Appx. 48 (3d Cir. 2006). The district court modified and re-entered the pre-filing injunction after the appellate mandate issued. Chilton Decl., Ex. H, #85.

B. Public Policy Favors Affirmance Rather Than Remand To State Court

As already noted, once a case has been fully resolved in federal court, "considerations of finality, efficiency, and economy become overwhelming." *California Credit Union League*, 190 F.3d at 1000-01 (quoting *Caterpillar, Inc.*, 519 U.S. at 75).

To dismiss or remand a case "after years of litigation [in federal court] would impose unnecessary and wasteful burdens on the parties, judges, and other litigants waiting for judicial attention." *Caterpillar, Inc.*, 519 U.S. at 76 (quoting *Newman-Green, Inc. v. Alfonzo-Larrain*, 490 U.S. 826, 836 (1989)). "To wipe out the adjudication postjudgment, and return to state court a case now ... would impose an exorbitant

cost on our dual court system, a cost incompatible with the fair and unprotracted administration of justice.” *Caterpillar, Inc.*, 519 U.S. at 77.

For that reason, when a subject matter jurisdictional issue is raised after final judgment, the federal courts indulge every effort to avoid vacating the federal judgment and a dismissing or remanding the action for a whole new round of litigation in state court. The Supreme Court has held that “a district court’s error in failing to remand a case improperly removed is not fatal to the ensuing adjudication if federal jurisdictional requirements are met at the time judgment is entered.” *Caterpillar, Inc.*, 519 U.S. at 64.

Similarly, in *California Credit Union League*, 190 F.3d at 998-1101, this Court allowed the United States to intervene after the Court’s opinion affirming judgment for the plaintiff credit unions had been vacated by the Supreme Court as barred by the Anti-Injunction Act. The Court also held that the United States’ joinder at that late stage of the appeal retroactively cured the prior jurisdictional defect. Citing *Caterpillar* and two earlier Supreme Court decisions,¹ this Court reasoned:

[T]he joinder of the United States as a plaintiff in this case has retroactively cured the jurisdictional defect identified by *Farm Credit Services*. If we were to remand this case with instructions to dismiss or to have the United States litigate the merits of the tax exemption issue, the United States and the League, as co-plaintiffs, would simply rely

¹ The two were *Newman-Green, Inc.*, 490 U.S. 826 and *Mullaney v. Anderson*, 342 U.S. 415(1952),

on the League's original complaint against Anaheim, submit the same materials that the League already filed in the district court, and receive a preordained judgment in their favor. The United States and the League "should not be compelled to jump through these judicial hoops merely for the sake of hypertechnical jurisdictional purity," because judicial economy and considerations of practicalities outweigh any concern we have regarding jurisdictional purity. Moreover, our refusal to remand this case for meaningless proceedings in the district court can in no way prejudice Anaheim because Anaheim already received a full and fair opportunity to litigate the merits of this case Anaheim cannot now rely on a technical jurisdictional issue simply because it lost on the merits.

Id., at 1001 (citations omitted).

In this action, the Court should follow the same approach, bending every effort to preserve the results of 15 years of federal litigation of this case, including three appeals, two mandate petitions, and two petitions for certiorari. The added fact that plaintiffs have filed, lost, appealed, and lost four other federal actions arising from the same transactions adds even greater urgency to the already overwhelming considerations of finality, efficiency, and economy weighing against remanding this case to state court.

III.

FEDERAL JURISDICTION OF THIS CASE ARISES UNDER THE *ULTRAMAR* RATIONALE

When "a plaintiff files state claims after a federal judgment has been entered against him on essentially the same claims, the district court may invoke the artful

pleading doctrine as a basis for federal jurisdiction and dismiss the claims under the principles of res judicata.” *Ultramar Am. Ltd. v. Dwelle*, 900 F.2d 1412, 1415 (9th Cir. 1990) (citing *Federated Dep’t Stores, Inc. v. Moitie*, 452 U.S. 394 (1981); *Salveson v. Western States Bankcard Ass’n*, 731 F.2d 1423, 1429 (9th Cir. 1984); *Sullivan v. First Affiliated Sec., Inc.*, 813 F.2d 1368, 1375-76 (9th Cir. 1987)).

In the cited cases, this Court recognized “a new basis for invoking the artful pleading doctrine.” *Ultramar Am. Ltd.*, 900 F.2d at 1415. The Court “can recharacterize a state claim barred by the res judicata effect of a federal judgment as an artfully pleaded federal claim”—as being “in effect the same federal claim against which the judgment had been entered. “ *Id.* (quoting *Sullivan*, 813 F.2d at 1376).

As the Court cautioned, however, this recharacterization is possible only if the earlier federal judgment was entered on a federal claim:

When the prior federal judgment sounded in federal law, new purported state claims can be recharacterized as the old federal claims in disguise. But when the prior federal judgment was based on state law, new purported state claims can be “recharacterized” only as the old state claims from the first suit. In such a situation, there is not a federal claim in sight, and removal is impermissible even though res judicata probably bars the suit.

Ultramar Am. Ltd., 900 F.2d at 1416.

Here, as the panel’s withdrawn opinion correctly held, the state law claims that plaintiffs alleged in this suit may properly be recharacterized as artfully pleaded

federal claims, thus being subject to removal and the proper exercise of federal subject matter jurisdiction.

First, this suit is barred by the res judicata effect of the final judgments in the two prior federal court suits, as the district court correctly held. Plaintiffs' state law claims are artfully repleaded versions of the same claims alleged in the prior federal suits:

In the instant case, Plaintiffs again challenge Defendants' conduct in connection with the process of Arrington's loan application and the eventual foreclosure of residential property. Plaintiffs have already prosecuted two prior actions concerning the same loan process and eventual foreclosure of their property. Although the current action involves additional or new causes of action, parties, and facts, it involves the same "transactional nucleus of facts" as the previous actions.

Chilton Decl., Ex. F, 8:12-18.

"The previous judgments entered in the first and second actions as a result of Defendants motions for summary judgment and to dismiss constitute final judgments on the merits." *Id.*, 9:4-6. As noted above, both judgments were affirmed by this Court. Hollis-Arrington and defendants were parties to all three actions. Lightfoot is in privity with Hollis-Arrington. *Id.*, 10:6-12.

This Court has affirmed these rulings in both its withdrawn opinion and its later published opinion. *Lightfoot*, 465 Fed.Appx. at 669; 769 F.3d at 690.

Second, Hollis-Arrington alleged federal claims in her first two federal lawsuits. The second amended complaint in Hollis-Arrington's second federal suit alleged claims under RICO (18 U.S.C. § 1964), TILA (15 U.S.C. § 1640) RESPA (12 U.S.C. § 2605) and the Civil Rights Act (42 U.S.C. § 1983). Chilton Decl., Ex. C.

Third, plaintiffs' state law claims in this case were clearly filed to circumvent the res judicata impact of the federal judgments in the first two federal actions. Plaintiffs' later suits in the District of Columbia and District of New Jersey courts confirm the pattern. Plaintiffs were willing to try anything, including suing the judges who ruled against them, in order to escape from the res judicata impact of the judgments entered against them in the first two federal lawsuits.

Thus, this case fits easily within the *Moitie*, *Sullivan*, *Salveson*, and *Ultramar* mold. It is an attempt to circumvent the res judicata impact of prior federal court judgments on federal claims through a state court action based on the same causes of action artfully repleaded as state law claims. The federal courts had and have subject matter jurisdiction of this suit under the principles outlined in *Ultramar*. This Court so held in its withdrawn opinion. It should reaffirm that holding now, restate its twice reiterated affirmance on the merits, and enter a judgment for defendants affirming the disposition below.

IV.

THE SUPREME COURT'S DECISION AND MANDATE DO NOT REQUIRE ANY DIFFERENT RESULT

On this remand, the Court must scrupulously follow the Supreme Court on all matters its opinion and judgment resolve.

When a case has once been decided by this court on appeal, and remanded to the circuit court, whatever was before this court, and disposed of by its decree, is considered as finally settled. The circuit court is bound by the decree as the law of the case, and must carry it into execution according to the mandate.

In re Sanford Fork & Tool Co., 160 U.S. 247, 255 (1895).

However, this Court is free to rule on matters that the Supreme Court did not address or resolve.

While a mandate is controlling as to the matters within its compass, on remand a lower court is free as to other issues.

Sprague v. Ticonic Nat'l Bank, 307 U.S. 161, 168 (1939) (citing *Sanford Fork & Tool Co.*, 160 U.S. 247; *Ex parte Century Indem. Co.*, 305 U.S. 354 (1938)); accord, *Quern v. Jordan*, 440 U.S. 332, 347 n. 18 (1979).

Or, as this Court has restated it, “[a]ccording to the rule of mandate, although lower courts are obliged to execute the terms of a mandate, they are free as to ‘anything not foreclosed by the mandate’ ” *United States v. Kellington*, 217 F.3d 1084, 1092 (9th Cir. 2000) (citation omitted). “[A]lthough the mandate of an appellate court forecloses the lower court from reconsidering matters determined in the

appellate court, it ‘leaves to the [lower] court any issue not expressly or impliedly disposed of on appeal.’ ” *Id.* at 1094 (citations omitted).

“[T]o distinguish matters that have been decided on appeal, and are therefore beyond the jurisdiction of the lower court, from matters that have not,” the Court examines the Supreme Court’s judgment or mandate and its opinion, also considering, if necessary, the procedural posture and substantive law from which the decision arises. *Id.* at 1093.

Applying those rules here, it is clear that the Supreme Court did not expressly or implicitly rule on federal jurisdiction under the theory outlined in *Ultramar*, so this Court is free to re-adopt its prior holding in that regard and affirm the district court’s appealed judgment and order denying Hollis-Arrington’s second Rule 60(b) motion.

The Supreme Court’s judgment or mandate is terse, stating only that this Court’s judgment “is reversed with costs.” No directions accompany this general reversal. Nor are there any stated limitations on the proceedings to occur upon remand.

A general reversal deprives the lower court’s prior decree of any continuing force or effect and returns the parties to precisely the same situation as though no decree had been entered. *Kaplan v. Joseph*, 125 F.2d 602, 606 (7th Cir. 1942); *see also Keller v. Hall*, 111 F.2d 129, 131 (9th Cir. 1940) (*quoting Butler v. Eaton*, 141 U.S. 240, 244 (1891)). As Justice Story explained, “[a]t common law, if a plaintiff obtain a judgment in an inferior tribunal, which is reversed in the appellate

court, it is very clear, that the reversal operates no further, than to nullify the original judgment. In other respects, the parties are precisely in the same situation, as to their rights and remedies touching the matter in controversy, as if no such judgment had ever existed.” *Harvey v. Richards*, 11 F. Cas. 740, 745 (C.C.D. Mass. 1814); *see also Leader v. Apex Hosiery Co.*, 108 F.2d 71, 81 (3d Cir. 1939), *aff’d*, 310 U.S. 469 (1940) (“As a consequence [of a prior reversal by the Supreme Court,] we are at liberty to consider anew all questions presented by the record of the case at bar.”).

The Supreme Court’s opinion is no more confining than its judgment’s general reversal. At the outset, the opinion states the sole issue it decides:

The corporate charter of the Federal National Mortgage Association, known as Fannie Mae, authorizes Fannie Mae “to sue and to be sued, and to complain and to defend, in any court of competent jurisdiction, State or Federal.” 12 U.S.C. § 1723a(a). This case presents the question whether this sue-and-be-sued clause grants federal district courts jurisdiction over cases involving Fannie Mae. We hold that it does not.

Lightfoot, 137 S. Ct. at 556.

This Court must, of course, follow that holding scrupulously. But nothing in that holding or the Supreme Court’s reasoning in support of it intimates any view by the high court on the issue of federal jurisdiction under the doctrine explained in *Ultramar*. Because the Supreme Court’s judgment and opinion do not address that issue, this Court is free to do so now that the appeal has been returned to it for further disposition.

In short, the Supreme Court's decision on the narrow issue of whether Fannie Mae's charter provides an independent basis for federal subject matter jurisdiction does not bind this Court's hands in deciding whether the federal courts may exercise jurisdiction over this case on some other basis. It may reinstate its earlier conclusion that the federal courts have jurisdiction of this case "because state claims filed to circumvent the res judicata impact of a federal judgment may be removed to federal court." *Lightfoot*, 465 Fed.Appx. at 669. It may affirm the district court for a third time on the merits, as the Supreme Court clearly did not address that aspect of the appeal.

The Court should so rule because doing so is legally correct and because the alternative of vacating decades of litigation in federal courts and returning this case to the state court to duplicate that lengthy effort "would impose unnecessary and wasteful burdens on the parties, judges, and other litigants waiting for judicial attention." *Caterpillar Inc.*, 519 U.S. at 76.

V.

CONCLUSION

For the reasons stated above, the Court should determine that there is federal subject matter jurisdiction of this case pursuant to the doctrine explained in *Ultramar*, and affirm the appealed judgment and order denying plaintiffs' second Rule 60(b) motion.

DATED: March 3, 2017

SEVERSON & WERSON
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By: /s/ Jan T. Chilton
 JAN T. CHILTON

Attorneys for Defendants and Appellees
Cendant Mortgage Corporation and
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DECLARATION OF JAN T. CHILTON

I, Jan T. Chilton, declare:

1. I am an attorney licensed to practice in California and before this Court. I am a member of Severson & Werson, A Professional Corporation, attorneys for Cendant Mortgage Corporation and Fannie Mae in this case.

2. Attached as Exhibit A is a true copy of the district court docket in *Hollis-Arrington v. Cendant Mortgage* (C.D. Cal. No. 2:00-cv-11125-CBM). I downloaded this docket from PACER on February 27, 2017.

3. Attached as Exhibit B is a true copy of the district court docket in *Hollis-Arrington v. Cendant Mortgage* (C.D. Cal. No. 2:01-cv-0558-CBM). I downloaded this docket from PACER on February 27, 2017.

4. Attached as Exhibit C is a true copy of the second amended complaint which Hollis-Arrington filed in the action identified in paragraph 3 above.

5. Attached as Exhibit D is a true copy of the district court docket in *Hollis-Arrington v. Cendant Mortgage* (C.D. Cal. No. 2:02-cv-06568-CBM). I downloaded this docket from PACER on February 27, 2017.

6. Attached as Exhibit E is a true copy of the complaint filed in the action identified in paragraph 5 above.

7. Attached as Exhibit F is a true copy of the district court's order granting defendants motion to dismiss in the action identified in paragraph 5 above.

8. Attached as Exhibit G is a true copy of the district court docket in *Hollis-Arrington v. Fannie Mae* (D. D.C. No. 1:03-cv-02416-TPJ). I downloaded this docket from PACER on February 28, 2017.

9. Attached as Exhibit H is a true copy of the district court docket in *Hollis-Arrington v. Fannie Mae* (D. N.J. No. 1:05-cv-02556-FLW). I downloaded this docket from PACER on February 28, 2017.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed at San Francisco, California on March 3, 2017.

/s/ Jan T. Chilton

JAN T. CHILTON

Exhibit A

(AJWx),CLOSED

**UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF
CALIFORNIA (Western Division - Los Angeles)
CIVIL DOCKET FOR CASE #: 2:00-cv-11125-CBM-AJWX**

B A Hollis-Arrington v. Cendant Mortgage, et al
Assigned to: Judge Consuelo B. Marshall
Referred to: Discovery Andrew J. Wistrich
Demand: \$1,000,000
Related Cases: 2:02-cv-06568-CBM-AJWX
2:01-cv-05658-CBM-AJWX

Date Filed: 10/18/2000
Date Terminated: 07/15/2002
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Case in other court: 9th CCA, 10-56649
Cause: 28:1332 Diversity-Other Contract

Plaintiff**Beverly Ann Hollis-Arrington**

represented by **Beverly Ann Hollis-Arrington**
22912 Hartland St
West Hills, CA 91307
818-999-3561
PRO SE

V.

Defendant**Cendant Mortgage Corporation**

represented by **Suzanne M Hankins**
Severson and Werson APC
The Atrium
19100 Von Karman Avenue Suite 700
Irvine, CA 92612
949-442-7110
Fax: 949-442-7118
Email: smh@severson.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**United Guaranty Insurance
Company***Erroneously Sued As*

United Guaranty Residential Insurance
Company

represented by **Jeffrey S. Wruble**
Buchalter Nemer
1000 Wilshire Boulevard Suite 1500
Los Angeles, CA 90017-2457
213-891-0700
Fax: 213-896-0400
Email: jwruble@buchalter.com
LEAD ATTORNEY

ATTORNEY TO BE NOTICED

Ronald K Sittler
Bingham McCutchen LLP
355 South Grand Avenue
Suite 4400
Los Angeles, CA 90071
213-680-6516
Email: ron@sittlerlawgroup.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
10/18/2000	1	COMPLAINT filed Summons(es) issued referred to Discovery Andrew J. Wistrich (jag) (Entered: 10/20/2000)
10/18/2000	2	CERTIFICATION OF INTERESTED PARTIES filed by plaintiff Beverly Ann Hollis-Arrington (jag) (Entered: 10/20/2000)
10/18/2000	3	ORDER (Demand for J/T not fld) by Judge Consuelo B. Marshall re the Crt expects strict compliance w/the L/R's & the FRCP (jp) (Entered: 10/20/2000)
10/30/2000	4	ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 224 (Related Case) filed. [Related Case no.: CV 98-3080 DT (Mcx)] Transfer of case declined for the reasons set forth on order by Judge Dickran Tevrizian . (cc: all counsel) (rn) (Entered: 10/30/2000)
11/09/2000	5	PROOF OF SERVICE executed upon defendant Cendant Mortgage Corp on 10/19/00 by subst svc & by cert mail on 10/31/00 by delivering S/C to (name illegible) & (copy of cert receipt & return attach) (jp) (Entered: 11/13/2000)
11/14/2000	6	PROOF OF SERVICE S/C executed upon defendant United Guaranty Ins Co on 10/19/00 by subst svc & by Cert mail by srving/leaving cpy to Thomas Meyer signed for United Guaranty Ins Co, Legal Dept; Copy cert receipt & return attach (jp) (Entered: 11/15/2000)
11/14/2000	7	NOTICE AND ACKNOWLEDGEMENT of receipt of summons and complaint by defendant Cendant Mortgage by (name illegible), attorney on 11/7/00 (jp) (Entered: 11/15/2000)
11/21/2000		DOCUMENT Request for default agnst dfts Cendant Mortgage & United Guaranty Ins Received and Returned: Proof of Svc by cert mail on Cendant Mortgage & United Guaranty were deficient in that the capacity to accept svc of proc of the persons who signed the receipt was missing. Also the Ntc of Ack for Cendant was signed w/an illegible signature of an atty who has to be identified; However it was ack on 11/7/00 which makes the req agnst Cendant premature. (jp) (Entered: 11/21/2000)
11/27/2000	8	REQUEST by plaintiff Beverly Ann Hollis-Arrington to Enter Default as to dft United Guaranty Insurance Company (bg) (Entered: 11/28/2000)

11/27/2000	9	DEFAULT ENTERED as to defendant United Guaranty Insurance Company (bg) (Entered: 11/28/2000)
11/28/2000	10	REQUEST TO CLERK by plaintiff Beverly Ann Hollis-Arrington to enter DEFAULT against defendant Cendant Mortgage Corporation; Decl of Beverly Ann Hollis-Arrington in suppt & that Receipt of the S/C was signed by Suzanne Hankins Attorney at Law on behalf of Cendant Mortgage Corp on 11/7/00 (jp) Modified on 11/29/2000 (Entered: 11/29/2000)
11/28/2000	11	DEFAULT ENTERED as to defendant Cendant Mortgage Corp (cc: party) (jp) (Entered: 11/29/2000)
12/18/2000	12	MOTION by plaintiff Beverly Ann Hollis-Arrington for default judgment against Cendant Mortgage, United Guaranty Ins ; motion hearing set for 10:00 1/8/01 (bg) (Entered: 12/19/2000)
12/18/2000	13	NOTICE OF motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] filed by plaintiff Beverly Ann Hollis-Arrington (bg) (Entered: 12/19/2000)
12/22/2000	14	OPPOSITION by defendant Cendant Mortgage to motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] (jp) (Entered: 12/26/2000)
12/22/2000	15	EX PARTE APPLICATION filed by defendant Cendant Mortgage for an order shortening time to hear dft's motion to set aside dflt or, in the alt, to advance the hrg on plf's mot for dflt to the next available date ; Lodged order & motion (jp) (Entered: 12/26/2000)
12/28/2000	19	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage to set aside default of Cendant Mortgage Corporation ; motion hearing set for 10:00 1/22/01 (bg) (Entered: 01/03/2001)
12/28/2000	<u>20</u>	ORDER by Judge Consuelo B. Marshall granting exparte motion for an order shortening time to hear dft's motion to set aside dflt or, in the alt, to advance the hrg on plf's mot for dflt to the next available date [15-1], resetting hearing on motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] 10:00 1/22/01 (bg) (Entered: 01/03/2001)
12/29/2000	16	OBJECTIONS filed by plaintiff Beverly Ann Hollis-Arrington to dft's request to advance the hrg date on plf's motion for default judgment to next available date [15-1] (jp) (Entered: 12/29/2000)
12/29/2000	17	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to dft's motion to set aside default [15-1] (jp) (Entered: 12/29/2000)
12/29/2000	18	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to dft's opposition to motion for default judgment against Cendant Mortgage, Guaranty Ins [12-1] (jp) (Entered: 12/29/2000)
01/05/2001	21	EX PARTE APPLICATION filed by plaintiff Beverly Ann Hollis-Arrington for temporary restraining order (bg) (Entered: 01/08/2001)
01/08/2001	23	NOTICE OF MOTION AND MOTION by defendant United Guaranty Ins to set aside default of United Guaranty Ins Co purs to FRCP 55(C) & 60(B)(3);

		Decls of William Hall, Ronald Sittler; motion hearing set for 10:00 2/5/01 (jp) (Entered: 01/09/2001)
01/08/2001	<u>24</u>	MINUTES: resetting hearing on motion to set aside default of United Guaranty Ins Co [23-1] 10:00 1/29/01; opp to the mot shall be fi on or befr 1/18/01, reply shall be fi on or befr 1/23/01 by Judge Consuelo B. Marshall CR: n/a (bg) (Entered: 01/10/2001)
01/09/2001	22	DECLARATION by plaintiff Beverly Ann Hollis-Arrington in suppt of exparte motion for temporary restraining order [21-1] (jp) (Entered: 01/09/2001)
01/09/2001	26	DECLARATION of Suzanne M Hankins by defendant Cendant Mortgage in response re exparte motion for temporary restraining order [21-1] (bg) (Entered: 01/11/2001)
01/09/2001	27	DECLARATION of Beverly Ann Hollis-Arrington by plaintiff Beverly Ann Hollis-Arrington in suppt re motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] (bg) (Entered: 01/11/2001)
01/09/2001	28	original signature page to declr of Mark Hinkle by defendant Cendant Mortgage to motion to set aside default of Cendant Mortgage Corporation [19-1] (bg) (Entered: 01/11/2001)
01/10/2001	<u>25</u>	ORDER by Judge Consuelo B. Marshall that the exparte appl for temporary restraining order [21-1] is hereby set for noticed hrg on 1/29/01 @ 10:00; IT IS FUR ORD that the non-judicial foreclosure sale of the real property located at 7106 McClaren Ave, West Hills, CA, which is the subject of the instant actn, be postponed by Cendant until 2/6/01, a date after the hrg on the above-referenced motions. (Psend) (jp) (Entered: 01/10/2001)
01/10/2001		PLACED IN FILE - NOT USED prop ord setting hrg date for pla's tro appli & postponement of non judicial foreclosure (bg) (Entered: 01/11/2001)
01/12/2001	29	OPPOSITION by defendant Cendant Mortgage to Plf's exparte motion for temporary restraining order [21-1] (ir) (Entered: 01/16/2001)
01/12/2001	30	DECLARATION of Mark Hinkle by defendant Cendant Mortgage in suppt of Dft Cendant Mortgage Corp's opp to Plf's exparte motion for temporary restraining order [21-1] (ir) (Entered: 01/16/2001)
01/12/2001	31	DECLARATION of Suzanne M Hankins by defendant Cendant Mortgage in suppt of Dft Cendant Mortgage Corp's opp to Plf's exparte motion for temporary restraining order [21-1] (ir) (Entered: 01/16/2001)
01/17/2001	34	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall IT IS SO ORD: The Decl of Joseph Bahyman & Kevin Glover is NOT to be fld, but instead REJECTED & is ORD rtn to cnsl; rcd date 1/12/00 (Decl not signed) (ir) (Entered: 01/19/2001)
01/18/2001	32	ORIGINAL SIGNATURE PAGE to decl of Kevin Glover in suppt of Dft Cendant Mortgage Corp's Opp to Plf's Ex Parte Appl seeking a TRO by defendant Cendant Mortgage (ir) (Entered: 01/19/2001)
01/18/2001	33	

		ORIGINAL SIGNATURE PAGE to Decl of Joseph Bachman in suppt of Dft Cendant Mortgage Corp's opp to Plf's Ex Parte Appl seeking a TRO by defendant Cendant Mortgage (ir) (Entered: 01/19/2001)
01/18/2001	35	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to motion to set aside default of United Guaranty Ins Co [23-1] Decls of Beverly Ann Hollis-Arrington & Walter O Arrington Jr in suppt thereof (ir) (Entered: 01/19/2001)
01/22/2001	36	REPLY by defendant Cendant Mortgage to Plf's opp to Cendant Mortgage Corp's motion to set aside default of Cendant Mortgage Corporation [19-1] (ir) (Entered: 01/23/2001)
01/22/2001	37	ORIGINAL SIGNATURE PAGE to declaration of mark Hinkle in suppt of Dft Cendant Mortgage Corp's opp to Plf's Ex Parte Appl seekign a TRO [30-1] by defendant Cendant Mortgage (ir) (Entered: 01/23/2001)
01/22/2001	38	DECLARATION of Joseph Bachman by defendant Cendant Mortgage in suppt of Dft Cendant Mortgage Corp's opp to Plf's exparte motion for temporary restraining order [21-1] (ir) (Entered: 01/23/2001)
01/22/2001	39	DECLARATION of Kevin Glover by defendant Cendant Mortgage in suppt of Dft Cendant Mortgage Corp's opp to Plf's exparte motion for temporary restraining order [21-1] (ir) (Entered: 01/23/2001)
01/23/2001	40	REPLY by defendant United Guaranty Ins to Opp fld by Plf to motion to set aside default of United Guaranty Ins Co [23-1] (ir) (Entered: 01/24/2001)
01/24/2001	41	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to Dft Cendant Mortgage Corp's opp to Appl for temporary restraining order [21-1] (ir) (Entered: 01/25/2001)
01/24/2001	42	REQUEST by defendant Cendant Mortgage for judicial notice in suppt of it's opp to Plf's Appl for temporary restraining order [21-1] (ir) (Entered: 01/25/2001)
01/29/2001	43	MINUTES: Hearing: Plf's Ex Parte Appl for a TRO; Plf's Mot for Dflt Jgm; Dfts' Mot to Set aside Dflts; Arguments had; Plf's exparte motion for temporary restraining order [21-1] & motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] & Dfts' motion to set aside default United Guaranty Ins Co [23-1] & to set aside default of Cendant Mortgage Corporation [19-1] are submitted w/out fur oral arguments by Judge Consuelo B. Marshall CR: Carmen Reyes (ir) (Entered: 01/29/2001)
02/01/2001	<u>44</u>	ORDER by Judge Consuelo B. Marshall GRANTS Cendant's motion to set aside default of Cendant Mortgage Corporation [19-1] [11-1]; GRANTS United Guaranty's motion to set aside default of United Guaranty Ins Co [23-1] [9-1]; DENYING Plf's motion for default judgment against Cendant Mortgage, United Guaranty Ins [12-1] as MOOT; Takes Judicial Ntc of items 1-4; DENIES Plf's exparte motion for temporary restraining order [21-1] (PSEND) (ir) (Entered: 02/02/2001)
02/01/2001	45	ANSWER filed by defendant United Guaranty Residential Insurance Company esa United Guaranty Insurance Company to complaint [1-1] (ir) (Entered: 02/02/2001)

02/01/2001	46	CERTIFICATION AS TO INTERESTED PARTIES filed by defendant United Guaranty Ins (ir) (Entered: 02/02/2001)
02/05/2001	47	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court ord fld 2/1/01 [44-1](cc: Beverly Ann Hollis-Arrington; Severson and Werson) Fee: Billed (wdc) (wdc) (Entered: 02/06/2001)
02/13/2001		Appeal Fee Paid re [47-1] fee in amount of \$ 105.00 (wdc) (wdc) (Entered: 02/13/2001)
02/15/2001	48	ANSWER filed by defendant Cendant Mortgage Corporation to complaint [1-1] (ir) (Entered: 02/16/2001)
02/15/2001	49	CERTIFICATE AS TO INTERESTED PARTIES filed by defendant Cendant Mortgage (ir) (Entered: 02/16/2001)
02/21/2001	50	ORIGINAL EXECUTED Verification to Ans of Cendant Mortgage Corporation to Cmp by defendant Cendant Mortgage (ir) (Entered: 02/22/2001)
02/27/2001	51	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [47-1] 01-55316 (dlu) (Entered: 02/27/2001)
03/06/2001	52	TRANSCRIPT DESIGNATION and ordering form for date: 1/26/01 CR: Carmen Reyes (wdc) (wdc) (Entered: 03/06/2001)
03/06/2001	53	APPELLANT'S notification to appellee of transc ord (wdc) (wdc) (Entered: 03/06/2001)
04/10/2001	<u>54</u>	MINUTES: On Crt's own mot, this case is set for a Status Conf on 9:30 4/30/01 . Ex Parte Status Rpts shall be fld on or before 4/19/01; Cnsl shall respond in writing on or before 4/19/01 as to show cause why this action shall not be stayed pending Appeal Proceedings by Judge Consuelo B. Marshall CR: n/a (SEND) (ir) (Entered: 04/11/2001)
04/19/2001	55	JOINT EX PARTE STATUS REPORT by defendants Cendant Mortgage Corp & United Guaranty Residential Ins Co (ir) (Entered: 04/20/2001)
04/23/2001	56	AMENDED TRANSCRIPT DESIGNATION and ordering form for dates: 1/29/01 CR: Carmen Reyes (dlu) (Entered: 04/23/2001)
04/23/2001	57	EX PARTE STATUS REPORT by plaintiff Beverly Ann Hollis-Arrington (ir) (Entered: 04/24/2001)
05/23/2001	<u>58</u>	MINUTES: Bankruptcy Stay; A Bankruptcy Crt having stayed this action, IT IS ORD that this action be removed from the active caseload pending fur ord of this Crt. Ex Parte Status Rpts shall be fld on or before 7/31/01 by Judge Consuelo B. Marshall CR: n/a terminating case (MD JS-6) (ENT 5/25/01) (SEND/NTC) (ir) (Entered: 05/25/2001)
07/05/2001		LODGED CC 9th CCA jgm this app is disp. (FWD TO CRD) #01-55316 (dlu) (Entered: 07/11/2001)
07/10/2001	<u>59</u>	CERTIFIED COPY of Appellate Court Order No 01-55316: It is now here ord & adjudged by this Crt that the appeal be & hereby is disp (ENT 7/13/01) (SEND) (ir) (Entered: 07/13/2001)

07/10/2001	<u>60</u>	MANDATE from Circuit Court of Appeals: IN CHAMBERS (No hrg nec); Cnsl notified; The Crt ORD that the mandate of the 9th CCA dismiss appeal is hereby filed & spread upon the minutes of this District Court. The record reflects the costs of the prevailing party were taxed by the Court of Appeals for the Federal Circuit in the amount of \$554.42 on 8/23/00 (SEND) (ir) (Entered: 07/13/2001)
07/30/2001	61	STIPULATION filed to dismiss of action with prejudice (pj) (Entered: 07/31/2001)
07/31/2001	<u>62</u>	ORDER by Judge Consuelo B. Marshall; IT IS HEREBY ORDERED THAT: plaintiff's complaint against United Guaranty is dismissed with prejudice. (SEND) (yc) (Entered: 08/01/2001)
07/31/2001	63	Ex parte STATUS REPORT by defendant Cendant Mortgage (el) (Entered: 08/01/2001)
08/01/2001	64	EX PARTE STATUS REPORT by plaintiff Beverly Ann Hollis-Arrington (el) (Entered: 08/02/2001)
08/06/2001	65	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to recuse the Hon Judge Consuelo B Marshall ; affidavit upon info & belief and good faith certificate of counsel of record, Beverly Ann Hollis-Arrington (el) (Entered: 08/07/2001)
08/15/2001	<u>66</u>	REFERRAL OF MOTION To Disqualify Judge/Magistrate Judge filed. Pursuant to GO 224 and GO 194, referring motion to recuse the Hon Judge Consuelo B Marshall [65-1] to Judge George H. King for determination; all proceedings stayed until determination of motion. (cc: all counsel) (rn) (Entered: 08/15/2001)
08/15/2001	67	OPPOSITION by defendant Cendant Mortgage to plaintiff's motion to recuse the Hon Judge Consuelo B Marshall [65-1]; Declaration of Suzanne M Hankins in support (el) (Entered: 08/16/2001)
08/20/2001	<u>68</u>	MINUTES: ORDER by Judge George H King that plaintiff's motions to disqualify the Hon Judge Consuelo B Marshall [65-1], are DENIED CR: None Present (PSend) (el) (Entered: 08/21/2001)
09/19/2001	69	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to restore this case to active status ; motion hearing set for 10:00 10/15/01 (el) (Entered: 09/20/2001)
09/24/2001	70	NOTICE OF CHANGE Of Address filed by plaintiff Beverly Ann Hollis-Arrington in propria; new address is 22912 Hartland St, West Hills, CA 91307; telephone (818) 716-0572 (mg) (Entered: 09/26/2001)
10/02/2001	71	STATEMENT of Non-Opp by defendant Cendant Mortgage in response to plaintiff's motion to restore case to active status [69-1] (el) (Entered: 10/02/2001)
10/02/2001	<u>72</u>	MINUTES: Proc(s) that on the Court's own motion, the plaintiff's motion to restore this case to active status [69-1] is submitted without oral argument by Judge Consuelo B. Marshall CR: n/a (SEND) (el) (Entered: 10/03/2001)
10/05/2001	<u>73</u>	MINUTES: GRANTING motion to restore this case to active status [69-1] by Judge Consuelo B. Marshall CR: none present (send) JS-5 (pj) (Entered: 10/09/2001)

10/29/2001	<u>74</u>	MINUTES: Sched ORDER re discovery ddl set on 4/30/02; Final Pretrial Conference set for 2:30 8/12/02; 4 day crt trial set on 10:00 10/15/02 by Judge Consuelo B. Marshall CR: n/a (SEND) (el) (Entered: 10/30/2001)
01/14/2002	75	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to objection of Fannie Mae to the prod of 2nd set of prod of docs served on 12/19/01 (el) (Entered: 01/16/2002)
03/29/2002	76	EX PARTE APPLICATION filed by nonparty Fannie Mae to quash subpoena for depo served by plf on nonpty Fannie Mae , or in the alt for an ord shortening time to hear a ntc mot to quash subpoena , and to cont depo until after hrg ; Mem of PA; Decls of Suzanne M Hankins and Jonathan Griffith (el) (Entered: 04/01/2002)
04/02/2002	77	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to non-party Fannie Mae's ex parte application to quash subpoena for depo served by plf on nonpty Fannie Mae [76-1] (el) (Entered: 04/03/2002)
04/24/2002	<u>78</u>	ORDER by Discovery Andrew J. Wistrich that the ex parte application to quash subpoena for depo served by plf on nonpty Fannie Mae [76-1], is GRANTED. FRCP 30(b)(6), does apply to a non-pty depo subpoena, but where testimony rather than merely docs are sought the place at the depo is determined by where the witness is located (see doc for fur details); and granting the ex parte application for an ord shortening time to hear a ntc mot to quash subpoena [76-2] and the ex parte application cont depo until after hrg [76-3]. (el) (Entered: 04/29/2002)
04/30/2002	79	EX PARTE APPLICATION filed by plaintiff Beverly Ann Hollis-Arrington to enlarge time for discov for good cause shown , or in the alt to shorten time to for hrg on the motion ; Decl of Berverly Ann Hollis-Arrington in suppt; Lodged propsd ord (el) (Entered: 05/01/2002)
05/07/2002	80	OPPOSITION by defendant Cendant Mortgage to plf's ex parte application to enlarge time for discov for good cause shown [79-1]; Decl of Suzanne M Hankins (el) (Entered: 05/08/2002)
05/08/2002	<u>81</u>	MINUTES: Plf's ex parte application to enlarge time for discov for good cause shown [79-1], or ex parte application to shorten time to for hrg on the motion [79-2] is DENIED WITHOUT PREJUDICE, pending a ruling on the dfts Motions to Dismiss With Prejudice by Judge Consuelo B. Marshall CR: none present (el) (Entered: 05/09/2002)
05/13/2002	82	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage to consolidate related cases ; motion hearing set for 10:00 6/3/02; Mem of PA (el) (Entered: 05/14/2002)
05/13/2002	83	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage for summary judgment , or for summary adjudication of issues ; motion hearing set for 10:00 6/3/02; Lodged State Undisputed Facts; Order (el) (Entered: 05/14/2002)
05/13/2002	84	DECLARATION of Kevin Glover in suppt by defendant Cendant Mortgage re motion for summary judgment [83-1] (el) (Entered: 05/14/2002)

05/13/2002	85	REQUEST by defendant Cendant Mortgage for Judicial Notice in suppt re motion for summary judgment [83-1], re motion for summary adjudication of issues [83-2] (el) (Entered: 05/14/2002)
05/13/2002	86	PROOF OF SERVICE by defendant Cendant Mortgage on 5/13/02 of Motion for summ jgm or summ adjudication and rel docs served on Beverly Ann Hollis-Arringtn by personal service (el) (Entered: 05/14/2002)
05/20/2002	88	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to dft Cendant Mortgage Corp's motion for summary judgment [83-1] (el) (Entered: 05/21/2002)
05/20/2002	89	DECLARATION of Beverly Ann Hollis-Arrington by plaintiff Beverly Ann Hollis-Arrington opposing clmnt Cendant Mortgage's motion for summary jgm-deposition of Kevin Glover needed to complete decl [83-1] (el) (Entered: 05/21/2002)
05/20/2002	90	SEPARATE STATEMENT of Disputed Material Facts in suppt of opp by plaintiff Beverly Ann Hollis-Arrington to dft Cendant Corp's motion for summary [83-1] (el) (Entered: 05/21/2002)
05/20/2002	91	REQUEST by plaintiff Beverly Ann Hollis-Arrington for Judicial Notice in suppt of her opp to Cendant Corp's motion for summary adjudication of issues [83-2] (el) (Entered: 05/21/2002)
05/20/2002	<u>92</u>	MINUTES: Proc: Status conf; On the Court's own motion, the hearing on dft Cendant Mortgage Corp's motion for summary judgment [83-1], motion for summary adjudication of issues [83-2]; and on motion to consolidate related cases [82-1] are hereby continued to 10:00 7/8/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 05/21/2002)
05/21/2002	87	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to motion to consolidate related cases [82-1] (el) (Entered: 05/21/2002)
05/30/2002	93	PROOF OF SERVICE by defendant Cendant Mortgage on 5/13/02 of Motion to consolidate related cases and supptg docs svd on plf by hand delivery (el) (Entered: 05/31/2002)
05/30/2002	94	PROOF OF SERVICE by defendant Cendant Mortgage on 5/13/02 of Mot for Summ Jgm or Summ Adjud of issues & suppt docs served on plf by hand delivery (el) (Entered: 05/31/2002)
06/04/2002	95	DECLARATION of plf in suppt by plaintiff Beverly Ann Hollis-Arrington re ex parte application to enlarge time for discov for good cause shown [79-1] before hrg on summ jgm (el) (Entered: 06/05/2002)
06/21/2002	96	PROOF OF SERVICE by plaintiff Beverly Ann Hollis-Arrington on 6/14/02 of DEPOSITION Subpoena Proof of service. Subpoena issued from the District of Columbia addressed to Suzanne Hankins Esq, attys for Cendant Mortgage Corp (el) (Entered: 06/21/2002)
06/24/2002	97	REPLY Papers of defendant Cendant Mortgage to plf's opp to its motion for summary judgment [83-1] (el) (Entered: 06/25/2002)
06/24/2002	98	

		EVIDENTIARY OBJECTIONS by defendant Cendant Mortgage to plf's decl in suppt of opp to motion for summary judgment [83-1] (el) (Entered: 06/25/2002)
07/01/2002	<u>99</u>	MINUTES: On 5/13/02 dft Cendant Mortgage Corp filed a motion to consolidate related cases [82-1]; on 7/1/02, this Court dismissed with prej Case No. CV01-5858 CBM(AJwx). Based on the foregoing, the Court finds tht dft's motion is MOOT by Judge Consuelo B. Marshall CR: none present (el) (Entered: 07/02/2002)
07/05/2002	100	Supplement To The Decl of Beverly Ann Hollis-Arrington by plaintiff Beverly Ann Hollis-Arrington opposing Claimant Cendant Mortgage Corp's motion for summary judgment [83-1] & for summary adjudication of issues [83-2]; Decls of Jimmy L Phillips Jr, Dr Anthony Jackson, Michael Jerome Lightfoot, Walter O Arrington (nhac) (Entered: 07/08/2002)
07/08/2002	101	MINUTES: Arguments held; Dft Cendant Mortgage Corp's Motion for summary judgment [83-1], or for summary adjudication of issues [83-2] & Request for Judicial Ntc are submitted w/out fur oral argument by Judge Consuelo B. Marshall; CR: Adriana Camello (nhac) Modified on 07/11/2002 (Entered: 07/11/2002)
07/15/2002	<u>102</u>	ORDER by Judge Consuelo B. Marshall that the Court GRANTS Cendant's Request for Judicial Notice, and GRANTS IN PART, DENIES IN PRAT plf's request for Judicial Notice and GRANTS Cendant's motion for summary judgment [83-1], finding the motion for summary adjudication of issues [83-2] moot. Judgment will be entered in favor of Cendant as to all of plf's claims. (el) (Entered: 07/16/2002)
07/15/2002	<u>103</u>	JUDGMENT AND ORDER: by Judge Consuelo B. Marshall that in accordance with FRCP 58 and consistent with the Cr't's Order of 7/15/02 granting dft's motion for summary judgment [83-1], IT IS ORDERED AND ADJUDGED that jgm be entered in favor of dft Cendant Mortgage Corporationm agnst plf Beverly Ann Hollis-Arrington terminating case (MD JS-6) (cc: all counsel) (el) (Entered: 07/16/2002)
07/24/2002	104	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court jgm fld 7/15/02 [103-2]; ord fld 7/15/02 [102-1] (cc: Beverly Ann Hollis-Arrington; Suzanne Hankins, Law Offices of Severson and Werson; William T. Gray, Attorneys Equity National Service). Fee: Paid (wdc) (Entered: 07/24/2002)
07/24/2002	105	TRANSCRIPT DESIGNATION and ordering form for dates: 01/29/01, CR: Carmen Reyes; 07/08/02, CR: Adriana Camelo. (wdc) (Entered: 07/24/2002)
07/24/2002	106	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage for attorney fees ; motion hearing set for 10:00 8/26/02 (el) (Entered: 07/24/2002)
07/24/2002	107	DECLARATION of Walter Wronka in suppt by defendant Cendant Mortgage re motion for attorney fees [106-1] (el) (Entered: 07/24/2002)
07/24/2002	108	DECLARATION of Suzanne M Hankins in suppt by defendant Cendant Mortgage re motion for attorney fees [106-1] (el) (Entered: 07/24/2002)

07/24/2002	109	PROOF OF SERVICE by defendant Cendant Mortgage on 7/24/02 of Ntc of Moton for attys' fees and rel docs served on Beverly Ann Hollis=Arrington by mail (el) (Entered: 07/24/2002)
07/30/2002	110	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to motion for attorney fees [106-1] (el) (Entered: 08/01/2002)
08/02/2002	111	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [104-1] 02-56279. (cbr) Modified on 08/07/2002 (Entered: 08/02/2002)
08/22/2002	112	MINUTES: Chief Judge Marshall will be absent on Monday, 8/26/02. The Crt will either iss a ruling on the pending mot of dft Cendant Mortgage Corp for atty's fees or continue the motion for oral argument by Judge Consuelo B. Marshall CR: N/A (el) Modified on 08/22/2002 (Entered: 08/22/2002)
10/07/2002	113	ORDER FROM USCA: Crt is in receipt of applnt's ntc of crt reporter dflt. Caption of applnt's ntc includes case # 02-56280 as well as case # 02-56279. Applnt shall submit sep filings for the two cases in the future. Cases are not consol & were not consol at dist crt. Transcs for app # 02-56279 were due 09/23/02. Applnt has informed crt that as of 09/24/02, transcs have not been fld. Dist crt docket notes applnt ord transcs for 01/29/01, reported by Crt Reporter Carmen Reyes, & 07/08/02, reported by Crt Reporter Adriana Camelo. Dist crt docket notes proceedings on those dates & indicates transcs have not been fld as of 09/30/02. Within 21 days frm entry of ord, Crt Reporters Reyes & Camelo shall file transcs, file mot for ext of time to do so, or inform crt in writing of any barriers to transc production. If reporters have prev fld transcs for all hrgs reported or if reporters did not report any proceedings in this case, reporters shall not this crt & crt reporter supv in writing. Applnt shall inform this crt by letter within 35 days frm entry of ord if orig transcs have not been fld in dist crt. Any fur ntc fld purs to 9th CR 11-1.2 shall specify hrg dates. In absence of fur info re incomplete record, brief is set. Ord shall be provided to crt reporters at dist crt; copy of ord & applnt's ntc shall be provided to crt reporter supv. (02-56279) (wdc) (Entered: 10/15/2002)
10/25/2002	114	RECEIPT OF TRANSCRIPT of proceedings for the following date(s): 1/29/01,7/8/02 (Re: [104-1]) CR: D. Babykin. (ghap) (Entered: 10/29/2002)
10/25/2002		TRANSCRIPT filed for proceedings held on 1/29/01. (ghap) (Entered: 10/29/2002)
10/25/2002		TRANSCRIPT filed for proceedings held on 7/8/02. (ghap) (Entered: 10/29/2002)
11/25/2002	115	Order from USCA: The Crt is in receipt of applnt's mot to cause the dist Crt to file the cert of record. The mot is gr. A review of the dist Crt docket indicates desgn transcs hv been fld on 10/25/02. The dist Crt is directed to iss the cert of record as soon as practicable. Applnt's req for an ord directing the dist Crt to forward the record is den. Applnt is advised that the record in civil cases is only transmitted upon this Crt's req. 02-56279 (dlu) (Entered: 12/11/2002)
02/06/2003	116	CERTIFICATE of Record Transmitted to USCA (cc: all parties) (ghap) (Entered: 02/06/2003)

02/27/2003	<u>117</u>	CLERK'S record on appeal transmitted to Circuit [104-1] vols: 6,transcripts: 2 & 1 brown folder #77 (02-56279) (ghap) (Entered: 02/27/2003)
02/28/2003	<u>118</u>	ORDER by Judge Consuelo B. Marshall; The Court GRANTS defendant's motion for attorneys fees [106-1] and awards defendant \$32,245 representing reasonable attorney fees for services rendered in this first action ; Also, plaintiff's request for a stay in the enforcement of the attorneys fee order pending appeal of this Court's Judgment, is GRANTED (nhac) (Entered: 03/03/2003)
05/12/2003		REMARK - Lodged CC 9th CCA judgment of District Court is affirmed. 02-56279 (dlu) (Entered: 05/16/2003)
05/16/2003	<u>119</u>	CERTIFIED COPY of Appellate Court Order: affirming the decision of the District Court [104-1]; costs taxed on appeal taxed in amount of \$292.00 for Cendant Mortgage and against Beverly Ann Hollis-Arrington (lc) (Entered: 05/19/2003)
05/16/2003	<u>120</u>	MINUTES: MANDATE from Circuit Court of Appeals affirming decision of USDC and relecting costs of prevailing party taxed on appeal in amount of \$292.00 (lc) (Entered: 05/19/2003)
06/04/2003	121	EX PARTE APPLICATION filed by plaintiff Beverly Ann Hollis-Arrington for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud ; Lodged order (lc) (Entered: 06/05/2003)
06/04/2003	122	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to set aside judgment ; declaration of Beverly Hollis-Arrington; motion hearing set for 10:00 7/7/03 (lc) (Entered: 06/05/2003)
06/05/2003	123	SUPPLEMENT by plaintiff re ex parte application for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud [121-1] (lc) (Entered: 06/05/2003)
06/16/2003	<u>124</u>	MINUTES: Ex parte application for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud [121-1] is DENIED as Court finds a hearing is not necessary for this motion to set aside judgment [122-1] and will deem the matter submitted upon filing of the parties' papers; Court sets the following scheule for briefing Plaintiff's motion under Rule 60(b)(2)(3); Defendants shall file their opposition, if any by 6/23/03; Plaintiff may file her; Reply if any no later than 6/27/03; Plaintiff's motion pursuant to Rule 60(b) will stand submitted on 6/27/03 IT IS SO ORDERED by Judge Consuelo B. Marshall CR: none present (ir) (Entered: 06/16/2003)
06/23/2003	125	OPPOSITION by defendant Cendant Mortgage to plaintiff's motion pursuant to FRCP 60(b)(2) and 60(b)(3) to set aside judgment [122-1] (nhac) (Entered: 06/24/2003)
06/25/2003	126	RESPONSE by plaintiff Beverly Ann Hollis-Arrington opposition to motion to set aside judgment [122-1] (bp) (Entered: 06/26/2003)
07/10/2003		REMARK - Lodged certified copy of 9thCCA Order, appellee Cendant Mortgage Corporation in related appeals has filed combined motion for attorney's fees for both appeals, (02-56279, 02-56280). Unoppoed motion for

		fees is granted in amount of \$39, 082.50. Certified copy of order sent to district court shall serve to amend mandate in these appeals. (02-56279, 02-56280) (fvap) Modified on 07/14/2003 (Entered: 07/14/2003)
08/29/2003	<u>127</u>	ORDER by Judge Consuelo B. Marshall denying plaintiff's motion to set aside judgment [122-1] (lc) (Entered: 09/02/2003)
09/04/2003	128	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court order filed 8/29/03 and entered 9/2/03 [127-1] (cc: Beverly Ann Hollis-Arrington; Suzanne Hankins) Fee: Billed (dlu) (Entered: 09/04/2003)
09/08/2003		Motion, Affidavit and Order re: Appeal in Forma Pauperis. (cbr) (Entered: 09/08/2003)
09/16/2003	129	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [128-1] 03-56578. (ghap) (Entered: 09/16/2003)
09/17/2003	<u>130</u>	ORDER by Judge Consuelo B. Marshall (re appeal [128-1]) denied leave to appeal informa pauperis. (cc: all counsel) (ghap) (Entered: 09/18/2003)
09/17/2003	131	RECORD on appeal returned from U.S. Court of Appeals re appeal [128-1] vols: 1-6; transcripts: 2; 1 brown folder. (ghap) (Entered: 09/22/2003)
09/22/2003	132	CERTIFIED ORDER FROM USCA Petitioners have not demonstrated case warrants intervention of this court by means of extraordinary remedy of mandamus. Accordingly, petition denied. All pending motions denied as moot. (03-72985) (wdc) (Entered: 09/24/2003)
09/25/2003	133	TRANSCRIPT DESIGNATION and ordering form for dates: None requested. (03-56578) (pjap) (Entered: 09/30/2003)
10/21/2003	134	ORDER FROM USCA appellant's motion for leave to proceed in forma pauperis on appeal is denied. Within 21 days of the filing date of this order, appellant shall pay \$105.00 to the district court as the docketing and filing fees for this appeal and file proof of payment with this court. Failure to pay the fees will result in the automatic dismissal of the appeal. (03-56578) (weap) (Entered: 10/23/2003)
11/20/2003		Lodged certified copy of 9thCCA order, on 10/17/03, this court ordered appellant to pay filing fees within 21 days, and warned appellant that failure to pay fees would result in automatic dismissal of appeal by Clerk of court. To date, appellant has not paid fees. Accordingly, this appeal is dismissed for failure to prosecute. (03-56578) (ghap) (Entered: 11/21/2003)
10/21/2009	<u>135</u>	MOTION AND NOTICE OF MOTION PURSUANT TO RULE 60(B):TO SET ASIDE JUDGMENT;FRAUD UPON THE COURT OR IN THE ALTERNATIVE;AN INDEPENDENT ACTION FOR THE COURT TO SET ASIDE THE JUDGMENT FOR "FRAUD UPON COURT" MOTION to Disqualify Judge Consuelo B. Marshall filed by Plaintiff Beverly Ann Hollis-Arrington. (rn) (Entered: 10/27/2009)
10/22/2009	<u>136</u>	MOTION TO RECUSE JUDGE CONSUELO B. MARSHALL PURSUANT TO: USCS TITLE 28 SECTION 144;455(a)(b)(1) AND THE DUE PROCESS

		CLAUSE OF THE FIFTH AMENDMENT TO THE U.S. CONSTITUTION PURSUANT TO USCS 28 144;THE SWORN AFFIDAVIT OF BEVERLY HOLLIS-ARRINGTON;CERTIFICATE OF "GOOD FAITH FILING" IS ATTACHED HERETO MOTION FOR FRAUD UPON THE COURT FILED CONCURRENTLY WITH THIS MOTION filed by Plaintiff Beverly Ann Hollis-Arrington. (Attachments: # <u>1</u> part 2 of motion)(rn) (Entered: 10/27/2009)
10/26/2009	<u>138</u>	MINUTES OF IN CHAMBERS/OFF THE RECORD by Judge Consuelo B. Marshall. On the Court's own motion, Plaintiffs Motion to Set Aside Judgment or, in the Alternative, for an Independent Action for the Court to Set Aside the Judgment <u>135</u> , is hereby SUBMITTED without oral argument. Opposition to Plaintiff's Motion shall be filed on or before Nov. 9, 2009, Reply, if any, shall be filed on or before Nov. 23, 2009. (lom) (Entered: 10/29/2009)
10/27/2009	<u>137</u>	REFERRAL OF MOTION to Disqualify Judge/Magistrate Judge has been filed. Pursuant to GO 08.05 and Local Rule 72-5 MOTION to Disqualify Judge Consuelo B. Marshall <u>136</u> , MOTION to Disqualify Judge Consuelo B. Marshall <u>135</u> is referred to Judge George H. King for determination. (rn) (Entered: 10/27/2009)
11/05/2009	<u>139</u>	MINUTES (IN CHAMBERS) ORDER by Judge George H. King denying <u>136</u> Motion to Recuse: Plaintiff Beverly Hollis-Arrington's ("Plaintiff") Motion to Recuse Judge Consuelo B. Marshall ("Motion") has been referred to us for determination, pursuant to General Order 08-05 and L.R. 72-5. We have reviewed Plaintiff's Motion thoroughly. Plaintiff's conclusory, unsubstantiated, and in many respects fanciful allegations fall far short of satisfying the standards for recusal set forth in 28 U.S.C. § 144 and 28 U.S.C. § 455. Accordingly, the Motion is hereby DENIED. (bm) (Entered: 11/05/2009)
11/05/2009	<u>140</u>	MINUTES (IN CHAMBERS) by Judge George H. King: Proceedings: Order Re Plaintiff's <u>136</u> Motion to Recuse. The Motion is hereby DENIED. (mg) Modified on 10/4/2010 (mg). (Entered: 11/09/2009)
01/13/2010	<u>141</u>	ORDER on Case Status Following Plaintiff's petition for a Writ of Mandamus and Petition for a Writ o Prohibition by Judge Consuelo B. Marshall. The Court received notice that Plaintiffs Beverly Ann Hollis-Arrington and Crystal M. Lightfoot ("Plaintiffs") filed a Petition for a Writ of Mandamus and Petition for a Writ of Prohibition in the Ninth Circuit on December 28, 2009. In light of the Petitions, this Court will abstain from ruling on Plaintiff Beverly Ann Hollis-Arrington's "Motion Pursuant to Rule 60(b), re <u>135</u> : To Set Aside Judgment; For Fraud Upon the Court or in the Alternative; an Independent Action for the Court to Set Aside the Judgment for 'Fraud Upon the Court'" or any other motions filed in the above-referenced cases pending disposition of Plaintiffs' Petitions and/or further guidance from the Ninth Circuit. (lom) (Entered: 01/15/2010)
10/01/2010	<u>142</u>	EX PARTE APPLICATION for Order for the Court to Adjudicate the Rule 60 (B) Independent Action for fraud upon the Court now Pending before the Court, since 10/21/09, so that Appeal may be consolidated in the 9th Circuit Court of Appeals with Case number 2:02-cv-6568-CBM filed by Plaintiff Beverly Ann Hollis-Arrington. (lom) (Entered: 10/04/2010)

10/04/2010	<u>143</u>	NOTICE OF CLERICAL ERROR: Due to clerical error, the docket entry for Minutes (In Chambers) Order <u>140</u> , was incorrectly linked to Motion <u>135</u> instead of Motion <u>136</u> . Document is now correctly linked. (mg) (Entered: 10/04/2010)
10/04/2010	<u>144</u>	ORDER by Judge Consuelo B. Marshall: denying <u>135</u> Plaintiff Beverly Ann Hollis-Arrington's Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court or, in the Alternative; an Independent Action for the Court to Set Aside the Judgment for 'Fraud Upon the Court' ("Rule 60(b) Motion") <u>135</u> . (Refer to attached document for details.) (lom) (Entered: 10/05/2010)
10/05/2010	<u>145</u>	MINUTES (IN CHAMBERS) by Judge Consuelo B. Marshall. The matter before the Court is Plaintiff Beverly Ann Hollis-Arrington's ("Plaintiff") "Ex Parte: Application for the Court to Adjudicate the Rule 60(b)/Independent Action for Fraud Upon the Court Now Pending Before the Court so that Appeal May be Consolidated in the 9th Circuit Court of Appeals With Case Number: 02-6568 CBM (AJ[W]x)" ("Ex Parte Application") <u>142</u> . Plaintiff requests a ruling on the "Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court, or in the Alternative; an Independent Action for the Court to Set Aside the Judgment for 'Fraud Upon the Court'" <u>135</u> . On October 4, 2010, the Court issued its Order Denying "Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court, or in the Alternative; an Independent Action for the Court to Set Aside the Judgment for Fraud Upon the Court" <u>144</u> . Accordingly, the Ex Parte Application is DENIED as moot <u>142</u> . (lom) (Entered: 10/06/2010)
10/07/2010	<u>146</u>	NOTICE OF APPEAL to the 9th CCA filed by plaintiff Beverly Ann Hollis-Arrington. Appeal of Order on Motion to Disqualify Judge, <u>144</u> Filed On: 10/4/10; Entered On: 10/5/10. Appeal Fee \$455. Billed: (car) (Entered: 10/19/2010)
10/19/2010	<u>147</u>	FILING FEE LETTER issued as to Plaintiff Beverly Ann Hollis-Arrington, re Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> (car) (Entered: 10/19/2010)
10/19/2010	<u>148</u>	NOTIFICATION by Circuit Court of Appellate Docket Number 10-56649, 9th CCA regarding Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> as to Plaintiff Beverly Ann Hollis-Arrington. (lr) (Entered: 10/20/2010)
10/29/2010	<u>149</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> filed by Beverly Ann Hollis-Arrington, CCA # 10-56649. A review of the docket reflects that appellant has not paid the docketing and filing fees for this appeal. Within 21 days from the date of this order, appellant shall: (1) file a motion with this court to proceed in forma pauperis; (2) pay \$455.00 to the district court as the docketing and filing fees for this appeal and provide proof of payment to this court; or(3) otherwise show cause why the appeal should not be dismissed for failure to prosecute. The filing of a motion to proceed in forma pauperis will automatically stay the briefing schedule under Ninth Circuit Rule 27-11. If appellant fails to comply with this order, this appeal will be dismissed automatically by the Clerk for failure to

		prosecute. See 9th Cir. R. 42-1. Order received in this district on 10/29/2010. (lr) (Entered: 11/02/2010)
11/08/2010	<u>150</u>	TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: 1/29/2001; Court Reporter: Carmen Reyes; 7/8/2002; Court Reporter: Adriana Camello. Court of Appeals Case Number: 10-56649; Re: Notice of Appeal <u>146</u> . (dmap) (Entered: 11/12/2010)
11/17/2010	<u>151</u>	FIRST AMENDED TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: 1/29/2001 and 7/8/02; Court Reporter: Tape; Court of Appeals Case Number: 10-56649; Re: Notice of Appeal <u>146</u> . (dmap) (Entered: 11/18/2010)
11/18/2010	<u>152</u>	APPEAL FEE PAID: re Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> as to Plaintiff Beverly Ann Hollis-Arrington; Receipt Number: LA003939, Paid in the amount of \$455. (lr) (Entered: 11/19/2010)
05/02/2012	<u>154</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> filed by Beverly Ann Hollis-Arrington, CCA # 10-56649. The panel has voted to deny the petition for panel rehearing. Hollis-Arrington's petition for panel rehearing and petition for rehearing en banc are denied. Order received in this district on 5/2/12. (car) (Entered: 05/16/2012)
05/02/2012		Notice of Electronic Filing re USCA Order, <u>154</u> , USCA Mandate <u>153</u> e-mailed to ronald.sittler@bingham.com bounced due to 5.1.0 - Unknown address error 550-'No such user - psmtip'. Primary e-mail address corrected. Notice of Electronic Filing resent addressed to rsittler@blankerome.com with a request tht he update his profile. Pursuant to the General Order and Local Rules it is the attorneys obligation to maintain all personal contact information including e-mail address in the CM/ECF system. THERE IS NO PDF DOCUMENT ASSOCIATED WITH THIS ENTRY.(tyw) TEXT ONLY ENTRY (Entered: 05/18/2012)
05/02/2012	<u>155</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> filed by Beverly Ann Hollis-Arrington CCA # 10-56649 and 10-56651. Hollis-Arrington's petition for panel rehearing and petition for rehearing en bane are denied. Order received in this district on 5/2/2012. (dmap) (Entered: 05/18/2012)
05/10/2012	<u>153</u>	MANDATE of 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>146</u> , CCA # 10-56649. The Judgment of the district court is Affirmed. Mandate received in this district on 5/10/12. (car) (Entered: 05/14/2012)

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02/27/2017 12:26:55			
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Description:	Docket Report	Search Criteria:	

			2:00-cv-11125- CBM-AJWX End date: 2/27/2017
Billable Pages:	12	Cost:	1.20

Exhibit B

(AJWx),CLOSED

**UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF
CALIFORNIA (Western Division - Los Angeles)
CIVIL DOCKET FOR CASE #: 2:01-cv-05658-CBM-AJWX**

Hollis-Arrington v. Cendant Mortgage, et al
Assigned to: Judge Consuelo B. Marshall
Referred to: Discovery Andrew J. Wistrich
Demand: \$3,000,000
Related Case: 2:00-cv-11125-CBM-AJWX
Case in other court: 9th CCA, 10-56651
Cause: 18:1961 Racketeering (RICO) Act

Date Filed: 06/27/2001
Date Terminated: 07/01/2002
Jury Demand: Both
Nature of Suit: 470 Racketeer/Corrupt
Organization
Jurisdiction: Federal Question

Plaintiff**Beverly Ann Hollis-Arrington**

represented by **Beverly Ann Hollis-Arrington**
22912 Hartland St
West Hills, CA 91307
818-999-3561
PRO SE

V.

Defendant**Cendant Mortgage Corporation**

represented by **Suzanne M Hankins**
Severson and Werson APC
The Atrium
19100 Von Karman Avenue Suite 700
Irvine, CA 92612
949-442-7110
Fax: 949-442-7118
Email: smh@severson.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**Fannie Mae Foundation**

represented by **Suzanne M Hankins**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

First American Title Company of Los Angeles
TERMINATED: 08/16/2001

represented by **Peter M Hebert**
Gilchrist & Rutter
Wells Fargo Center

also known as
First American Title Company

355 South Grand Ave
Suite 4100
Los Angeles, CA 90071
213-617-8000
Email: peter.hebert@cnb.com
TERMINATED: 08/16/2001
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Intervenor

Ed Feldman

represented by **Robert D Hillshafer**
Schimmel Hillshafer & Loewenthal
15260 Ventura Blvd, Ste 1400
Sherman Oaks, CA 91403
818-905-6283
Email: rdhillshafer@SHLLAW.COM
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Intervenor

Harold Tennen

represented by **Robert D Hillshafer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Fannie Mae Corporation

represented by **Suzanne M Hankins**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Intervenor

Ed Feldman
intervenor

represented by **Robert D Hillshafer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Intervenor

Harold Tennen
intervenor

represented by **Robert D Hillshafer**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Attorneys Equity National Corp

represented by **William Terrance Gray**
William T Gray Law Offices
23725 Birtcher Dr
Lake Forest, CA 92630

949-707-5704
 Fax: 949-707-5629
 LEAD ATTORNEY
 ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
06/27/2001	1	COMPLAINT filed Summons(es) issued referred to Discovery Rosalyn M. Chapman (jag) (Entered: 07/02/2001)
06/27/2001	2	CERTIFICATE OF INTERESTED PARTIES filed by plaintiff Beverly Ann Hollis-Arrington (jag) (Entered: 07/02/2001)
06/27/2001	3	EX PARTE MOTION filed by plaintiff for temporary restraining order ; decl of Beverly Ann Hollis-Arrington (rrey) (Entered: 07/03/2001)
06/29/2001	<u>4</u>	MINUTES: denying exparte appl for temporary restraining order [3-1] as moot by Judge Robert J. Kelleher CR: N/A. (rrey) (Entered: 07/03/2001)
07/03/2001	5	FIRST AMENDED COMPLAINT [1-1] by plaintiff Beverly Ann Hollis-Arrington; jury demand. Summons issued (bg) (Entered: 07/05/2001)
07/03/2001	6	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to Suzanne Hankins alleged atty inthe above entitled matter for Cendant Mortgage Corp & decl of Beverly Annn Hollis-Arrington (bg) (Entered: 07/06/2001)
07/09/2001	7	PROOF OF SERVICE executed upon defendant Fannie Mae Found; Service by state on 6/29/01 personal service by serving summons & cmp to Stacie Thompson, Agent for service (bg) (Entered: 07/10/2001)
07/19/2001	8	PROOF OF SERVICE executed upon defendant First Amer Title Co; Service by State Statute on 7/12/01 via personal delivery by serving S/C to Timothy P Sullivan (bg) (Entered: 07/20/2001)
07/19/2001	9	PROOF OF SERVICE executed upon defendant Cendant Mortgage; Service by State Statute on 7/6/01 via personal service by serving S/C to Mara Velasco, auth agent for service of process (bg) (Entered: 07/20/2001)
07/20/2001	10	STIPULATION and ORDER by Judge Robert J. Kelleher extending time to answer complaint [1-1] to 8/3/01 as to defendant Fannie Mae Found (bg) (Entered: 07/24/2001)
07/24/2001	11	PROOF OF SERVICE executed upon Fannie Mae Corporation; Service by CCP statute on 7/18/01 via personal service by summons & 1st A/C to Mary W Kenney, Authorized Agent for service of process (bg) Modified on 12/07/2001 (Entered: 08/03/2001)
07/27/2001	12	REQUEST filed by plaintiff Beverly Ann Hollis-Arrington for entry of default as to Cendant Mortgage Corporation (bg) (Entered: 07/30/2001)
07/27/2001	<u>13</u>	DEFAULT ENTERED as to defendant Cendant Mortgage Corporation (bg) (Entered: 07/30/2001)
07/30/2001	<u>14</u>	

		ORDER by Judge Robert J. Kelleher re RICO CLM; The plf shall file a stmt nlt 8/13/01. This stmt shall include the facts the plf is relying upon to initiate this RICO cmp as a result of the reasonable inquiry. (see document for further order) SEND (yc) (Entered: 08/01/2001)
07/30/2001	15	CERTIFICATE AS TO INTERESTED PARTIES filed by defendant Cendant Mortgage (rrey) (Entered: 08/01/2001)
08/01/2001	17	ANSWER filed by defendant First Amer Title Co to first complaint [1-1] (bg) (Entered: 08/02/2001)
08/01/2001	18	CERTIFICATION OF INTERESTED PARTIES filed by defendant First Amer Title Co (bg) (Entered: 08/02/2001)
08/02/2001	<u>16</u>	ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 224 (Related Case) filed. [Related Case no.: CV 00-11125 CBM (AJWx)] Case transferred from Judge Robert J. Kelleher to Judge Consuelo B. Marshall for all further proceedings. Case referred from Discovery Rosalyn M. Chapman to Discovery Andrew J. Wistrich The case number will now reflect the initials of the transferee Judge [CV 01-5658 CBM (AJWx)] (cc: all counsel) (kc) (Entered: 08/02/2001)
08/02/2001	<u>19</u>	MINUTES: On the Crt's own mot, this case is set for a mandatory status/scheduling conf set for 9:00 11/5/01 (see doc for fur details); a failure to comply w/this order may result in the imposition of sanctions by Judge Consuelo B. Marshall CR: n/a (SEND) (el) (Entered: 08/03/2001)
08/03/2001	<u>20</u>	STIPULATION and ORDER by Judge Consuelo B. Marshall extending time to answer to 1st amended complaint [5-1] to 8/21/01 as to defendant Fannie Mae Corp (Send) (el) (Entered: 08/06/2001)
08/03/2001	21	NOTICE OF MOTION AND MOTION by defendant Fannie Mae Found to dismiss ; motion hearing set for 10:00 9/10/01 (el) (Entered: 08/06/2001)
08/03/2001	22	REQUEST by defendant Fannie Mae Found for Judicial Notice re motion to dismiss [21-1] (el) (Entered: 08/06/2001)
08/03/2001	24	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall that the Answer is not to be fld by rejected & returned to cnsl (el) (Entered: 08/07/2001)
08/03/2001	25	NOTICE OF ERRATA by defendant Cendant Mortgage correcting order [24-1] re Answer to the 1st A/C inadvertently referred to as ans to "complaint" (el) (Entered: 08/07/2001)
08/06/2001	<u>23</u>	MINUTES: On the Crt's own mot, the dflt by clerk, filed on 7/27/01 agnst Cedant Mortgage Corp is vacated and set aside. The default [13-1], was filed in error by Judge Consuelo B. Marshall CR: n/a (PSend) (el) (Entered: 08/07/2001)
08/06/2001	26	OPPOSIITON filed by plaintiff Beverly Ann Hollis-Arrington to Related Case Transfer (el) (Entered: 08/07/2001)
08/07/2001	27	ANSWER filed by defendant Cendant Mortgage to First amended complaint [5-1] (el) (Entered: 08/08/2001)

08/08/2001	28	AMENDED PROOF OF SERVICE by plaintiff on 8/8/01 attached to pleading marked opp to related case transfer (rrey) (Entered: 08/09/2001)
08/08/2001	29	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to disqualify Judge Consuelo B. Marshall (rn) (Entered: 08/10/2001)
08/10/2001	<u>30</u>	REFERRAL OF MOTION To Disqualify Judge/Magistrate Judge filed. Purs to GO 224 and GO 194, referring motion to disqualify Judge Consuelo B. Marshall [29-1] to Judge George H. King for determination; all procdgs stayed until determination of motion. (cc: all counsel) (rn) (Entered: 08/10/2001)
08/13/2001	31	SUPPLEMENT to affidavit of Beverly Ann Hollis-Arrington by plaintiff re motion to disqualify Judge Consuelo B. Marshall [29-1] (rrey) (Entered: 08/14/2001)
08/16/2001	<u>33</u>	STIPULATION and ORDER by Judge Consuelo B. Marshall that this actn is hereby dismissed as to First American Title Company of Los Angeles, a California corp, aka First American Title Company only, with prej purs to FRCP 41(a)(1) terminating party First Amer Title Co (ENT 8/20/01) PSend (el) (Entered: 08/20/2001)
08/17/2001	32	PROOF OF SERVICE by defendant First Amer Title Co on 8/16/01 of Stipulation for Dismissal Purs to FRCP 41 (a)(1); Propsd Order Thereon (nhac) (Entered: 08/17/2001)
08/20/2001	<u>34</u>	MINUTES: ORDER by Judge George H King that plf's motions to disqualify Judge Consuelo B. Marshall [29-1], are DENIED CR: None Present (PSend) (el) (Entered: 08/21/2001)
08/20/2001	35	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to dft Cendant Mortgage Corporation's opp to plf's motion to recuse Judge Consuelo B. Marshall [29-1] (el) (Entered: 08/22/2001)
08/23/2001	36	RICO STATEMENT submitted by plaintiff Beverly Ann Hollis-Arrington (el) (Entered: 08/24/2001)
08/23/2001	37	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall that the mot to dismiss by Fannie Mae is rejected and returned to cnsl (LR 4.6) (el) (Entered: 08/27/2001)
08/27/2001	38	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to dft Fannie Mae Foundation's motion to dismiss [21-1] (el) (Entered: 08/29/2001)
08/29/2001	39	NOTICE OF MOTION AND MOTION by defendant Fannie Mae erroneously sued as Fannie Mae Corp Found to dismiss ; motion hearing set for 10:00 10/15/01 (pj) (Entered: 08/30/2001)
08/29/2001	40	CERTIFICATE OF INTERESTED PARTIES filed by defendant Fannie Mae Found (pj) (Entered: 08/30/2001)
08/29/2001	41	REQUEST by defendant Fannie Mae Found for Judicial Notice re motion to dismiss [39-1] (pj) (Entered: 08/30/2001)
08/30/2001		DOCUMENT Req to clerk to enter default of dft Fannie Mae Corp (only) Received and Returned Proof of service does not state what statute was cited.

		Plf need to submit was statue was cited on this Proof of service. (yc) (Entered: 08/30/2001)
09/05/2001	<u>42</u>	MINUTES: Proc(s): On the Crt's own mot, the motion to dismiss [21-1], [39-1] is submitted without oral argument as of 9/5/01 by Judge Consuelo B. Marshall CR: n/a (PSend) (el) (Entered: 09/06/2001)
09/10/2001	43	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to void or set aside foreclosure sale by dft Cendant Mortgage Corp of property loc @ 7106 McLaren Ave ; motion hearing set for 10:00 10/15/01 (el) (Entered: 09/13/2001)
09/10/2001	44	REQUEST by plaintiff Beverly Ann Hollis-Arrington for Judicial Notice re motion to void or set aside foreclosure sale by dft Cendant Mortgage Corp of property loc @ 7106 McLaren Ave [43-1] (el) (Entered: 09/13/2001)
09/11/2001	45	EX PARTE APPLICATION filed by plaintiff Beverly Ann Hollis-Arrington for temporary restraining order ; Decl of Beverly Ann Hollis-Arrington (el) (Entered: 09/17/2001)
09/14/2001	46	REQUEST by defendant Cendant Mortgage for Judicial Notice re plf's ex parte application for temporary restraining order [45-1] (el) (Entered: 09/17/2001)
09/14/2001	<u>47</u>	ORDER by Judge Consuelo B. Marshall that the Court GRANTS dft Cendant's Request judicial notice [46-1]; DENIES plf's ex parte application for temporary restraining order [45-1]; and DENIES plf's request for stay pending appeal (PSend) (el) (Entered: 09/17/2001)
09/14/2001		PLACED IN FILE - NOT USED re propsd order re TRO (el) (Entered: 09/17/2001)
09/17/2001	48	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court Ord fld 9/14/01 [47-1] (cc: Beverly Ann Hollis-Arrington; Suzanne M. Hankins, Severson & Werson) Fee: Billed. (pjap) (Entered: 09/17/2001)
09/17/2001	49	CERTIFICATE of Record Transmitted to USCA (cc: all parties) (pjap) (Entered: 09/17/2001)
09/18/2001	50	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [48-1] 01-56577. (fvap) (Entered: 09/18/2001)
09/19/2001	51	TRANSCRIPT DESIGNATION and ordering form for dates: None Requested. (wdc) (Entered: 09/19/2001)
09/19/2001	52	NOTICE by Applnt of Transcrs Ord. (wdc) (Entered: 09/19/2001)
09/19/2001		Appeal Fee Paid re [48-1] fee in amount of \$ 105.00. (wdc) (Entered: 09/19/2001)
09/19/2001	53	SUPPLEMENT to plf's RICO Statement by plaintiff Beverly Ann Hollis-Arrington (el) (Entered: 09/20/2001)
09/20/2001	<u>54</u>	MINUTES: ORDER striking Fannie Mae's motion to dismiss [21-1], striking Fannie Mae's motion to dismiss [39-1], nd striking plf's motion to void or set

		aside foreclosure sale by dft Cendant Mortgage Corp of property loc @ 7106 McLaren Ave [43-1], without prej. Crt finds that it lacks jurisdiction to consider to void or set aside foreclosure sale (SEND) by Judge Consuelo B. Marshall CR: none present (el) (Entered: 09/21/2001)
09/24/2001	55	NOTICE OF CHANGE Of Address filed by plf Beverly Ann Hollis-Arrington in pro per; new address is 22912 Hartland St, West Hills, Ca 91307; telephone (818) 999-3561 (mg) (Entered: 09/26/2001)
10/04/2001	<u>56</u>	MINUTES: STAY ORDER by Judge Consuelo B Marshall that plf having filed a Notice of Appeal on 9/17/01, the Crt hereby stays this actn pending appeal proc(s) terminating case (MD JS-6) CR: n/a (ENT 10/5/01) Send/Ntc (el) (Entered: 10/05/2001)
10/16/2001	57	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall request fo enter default for Fannie Mae Foundation and Fannie Mae Corp received 10/4/01 is not to be filed, but instead rejected and is ordered returned to counsel (shb) (Entered: 10/19/2001)
11/15/2001	59	EX PARTE APPLICATION filed by intervenors Ed Feldman, Harold Tennen for leave to intervene in this action , or in the alternative for an order shortening time for hrg on mot for leave to intervene ; Decls of Ed Feldman & Robert D Hillshafer; Lodged order (nhac) (Entered: 11/27/2001)
11/19/2001	<u>58</u>	MINUTES: IT IS ORDERED that opp to the Ex parte appl of Ed Feldman and Harold Tennen (filed 11/15/01) for leave to intervene or in the alt for an Ord shortening time shall be filed on or bef 11/21/01 at 4:00 p.m. by Judge Consuelo B. Marshall CR: n/a (PSend) (el) (Entered: 11/21/2001)
11/26/2001	62	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to ex parte application for leave to intervene in this action [59-1]; Decl of Beverly Ann Hollis-Arrington (el) (Entered: 11/29/2001)
11/26/2001	63	REQUEST by plaintiff Beverly Ann Hollis-Arrington for Judicial Notice re ex parte application for temporary restraining order [45-1] (el) (Entered: 11/29/2001)
11/26/2001		LODGED CC 9th CCA JGM that the dist crt ord in this cause be, & hereby is affirm. (01-56577) (FWD TO CRD) (weap) (Entered: 11/30/2001)
11/27/2001	<u>60</u>	CERTIFIED COPY of Appellate Court Order: No. 01-56577, that the district court order in this cause be and hereby is affirmed (ENT 11/29/01) SEND (el) (Entered: 11/29/2001)
11/27/2001	<u>61</u>	CRT ORDERES MANDATE from Circuit Court of Appeals, affirming the district court's order denying mot for temporary or preliminary injunctive relief; case is set for a status conf on 1/28/02 at 9:00; ex parte status reports shall be filed on or bef 1/14/02 (SEND) (el) (Entered: 11/29/2001)
12/03/2001	64	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA ; motion hearing set for 10:00 12/31/01 (el) (Entered: 12/04/2001)

12/03/2001	66	REQUEST filed by plaintiff Beverly Ann Hollis-Arrington for entry of default as to Fannie Mae Foundation ; Decl of Beverly Ann Hollis-Arrington (el) (Entered: 12/07/2001)
12/03/2001	68	REQUEST filed by plaintiff Beverly Ann Hollis-Arrington for entry of default as to Fannie Mae Corp (el) (Entered: 12/07/2001)
12/04/2001	<u>65</u>	ORDER by Judge Consuelo B. Marshall that the ex parte application for leave to intervene of Ed Feldman and Harold Tennen in this action [59-1] is GRANTED for the purpose of filing a mot to expunge lis pendens; finding the ex parte application for an order shortening time for hrg on mot for leave to intervene moot. (PSEND) (el) (Entered: 12/05/2001)
12/07/2001	<u>67</u>	DEFAULT ENTERED as to defendant Fannie Mae Foundation (cc: plf's counsel) SEND (el) (Entered: 12/07/2001)
12/07/2001	<u>69</u>	DEFAULT ENTERED as to defendant Fannie Mae Corp (cc: plf's counsel) SEND (el) (Entered: 12/07/2001)
12/07/2001	70	DECL OF SERVICE by intervenor on 12/6/01 of Ex parte appl for ord shortening time for ntc/hrg served on plf by mail (el) (Entered: 12/11/2001)
12/07/2001	71	EX PARTE APPLICATION filed by intervenor Ed Feldman, intervenor Harold Tennen for order shortening time for ntc & hrg on mot to expunge Lis Pendens ; Decls of Ed Feldman and Robert D Hillshafer; Lodged order (el) (Entered: 12/11/2001)
12/07/2001	72	DECLARATION of Ed Feldman in suppt by intervenors Ed Feldman and Harold Tennen re ex parte application for order shortening time for ntc & hrg on mot to expunge Lis Pendens [71-1] (el) (Entered: 12/11/2001)
12/07/2001	73	DECLARATION of Robert D Hillshafer in suppt by intervenor Ed Feldman, intervenor Harold Tennen re ex parte application for leave to intervene in this action [59-1] (el) (Entered: 12/11/2001)
12/07/2001	79	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to ex parte application for order shortening time for ntc & hrg mot to expunge Lis Pendens [71-1] (el) (Entered: 12/13/2001)
12/07/2001	80	NOTICE of amendment of date to mot to void or set aside foreclosure by plaintiff Beverly Ann Hollis-Arrington (el) (Entered: 12/13/2001)
12/10/2001	75	DECL OF SERVICE by intervenor Ed Feldman, intervenor Harold Tennen on 12/6/01 of Ex parte appl for ord shortening time for ntc & hrg & rel docs served on plf by mail (el) (Entered: 12/11/2001)
12/10/2001	74	NOTICE OF MOTION AND MOTION by Fannie Mae Corp to dismiss ; motion hearing set for 10:00 1/7/02 (el) (Entered: 12/11/2001)
12/11/2001	76	NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington for default judgment against Fannie Mae Found ; motion hearing set for 10:00 1/28/02; Decl of Beverly Ann Hollis-Arrington in suppt (el) (Entered: 12/11/2001)
12/11/2001	77	

		NOTICE OF MOTION AND MOTION by plaintiff Beverly Ann Hollis-Arrington for default judgment against Fannie Mae Corp ; motion hearing set for 10:00 1/28/02 (el) (Entered: 12/11/2001)
12/11/2001	<u>78</u>	MINUTES before Judge Consuelo B. Marshall: The Crt hereby STRIKES the Clk's entry of default as to Fannie Mae Corp & Fannie Mae Foundation [67-1], [69-1], & plf's motions for default judgment against Fannie Mae Corp [77-1], [76-1] which were fld on 12/11/01. The Crt notes for the record that motions to dismiss are on file. CR: N/A (Psend) (jp) (Entered: 12/12/2001)
12/12/2001	<u>81</u>	MINUTES: ORDER granting Tennen & Feldman's ex parte application for order shortening time for ntc & hrg on mot to expunge Lis Pendens [71-1] and advancing to 1/7/02; hearing on motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] advanced to 10:00 1/7/02 by Judge Consuelo B. Marshall CR: none present (PSend) (el) (Entered: 12/13/2001)
12/12/2001	82	NOTICE OF MOTION AND MOTION by defendant Fannie Mae Found to dismiss ; motion hearing set for 10:00 1/7/02 (el) (Entered: 12/13/2001)
12/21/2001	83	MEMORANDUM of PA filed by intervenor Ed Feldman, intervenor Harold Tennen in opposition to motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 12/26/2001)
12/26/2001	84	MEMORANDUM of PA filed by defendant Cendant Mortgage in opposition to motion to void & set aside foreclosure sale dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 12/28/2001)
12/26/2001	85	REQUEST by defendant Cendant Mortgage for Judicial Notice re motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 12/28/2001)
12/26/2001	86	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to Fannie Mae Corp's motion to dismiss [74-1] (el) (Entered: 12/28/2001)
12/26/2001	87	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to Fannie Mae Foundation's motion to dismiss [82-1] (el) (Entered: 12/28/2001)
12/26/2001	88	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to ex parte application for order shortening time for ntc & hrg on mot to expunge Lis Pendens [71-1]; Decl of Beverly Ann Hollis-Arrington (el) (Entered: 12/28/2001)
01/02/2002	89	REPLY PAPERS by defendant Fannie Mae Found to plfs opp to motion to dismiss [82-1] (pj) (Entered: 01/04/2002)
01/02/2002	90	REPLY by defendant Fannie Mae Corp to plfs opp motion to dismiss [82-1] (pj) (Entered: 01/04/2002)
01/02/2002	91	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to Cendant Mortgage's opp to the mot to set aside foreclosure sale by dft Cendant Mortgage Corp of

		property located at 7106 McLaren Ave, West Hills CA [64-1]; Decl of Beverly Ann Hollis-Arrington (el) (Entered: 01/04/2002)
01/02/2002	92	OBJECTION AND RESPONSE by plaintiff Beverly Ann Hollis-Arrington to intervenors' opp to motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) Modified on 01/11/2002 (Entered: 01/04/2002)
01/02/2002	93	REQUEST by plaintiff Beverly Ann Hollis-Arrington for Judicial Notice re ex parte application for temporary restraining order [45-1] (el) (Entered: 01/04/2002)
01/02/2002	96	REPLY MEM OF PA by intervenor Ed Feldman, intervenor Harold Tennen to (mot to expunge lis pendens) to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 01/11/2002)
01/03/2002	94	AMENDED SUPPLEMENT by plaintiff Beverly Ann Hollis-Arrington to request judicial notice [93-1], filed on 1/2/02 (el) Modified on 01/11/2002 (Entered: 01/07/2002)
01/03/2002	97	DECLARATION of Beverly Ann Hollis-Arrington in suppt by plaintiff Beverly Ann Hollis-Arrington re reply to Cendant Mortgage Corp [96-1] (el) (Entered: 01/11/2002)
01/04/2002	98	MEMORANDUM IN SUPPORT by plaintiff Beverly Ann Hollis-Arrington of motion (to expunge lis pendens) to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 01/11/2002)
01/04/2002	99	DECLARATION of Robert D Hillshafer in suppt by plaintiff Beverly Ann Hollis-Arrington re motion (to expunge lis pendens) to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] (el) (Entered: 01/11/2002)
01/08/2002	95	MINUTES: All mots of plf & dft are deemed submitted; Ex Parte appl of intervenors Feldman & Tenne to expunge Lis Pendens is submitted; that the motion to dismiss [82-1] is submitted, that the motion to dismiss [74-1] is submitted, that the motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1] is submitted by Judge Consuelo B. CR: Carmen Reyes (twdb) (Entered: 01/11/2002)
01/14/2002	100	EX PARTE STATUS REPORT by defendant Cendant Mortgage, defendant Fannie Mae Found (el) (Entered: 01/16/2002)
01/14/2002	101	EX PARTE STATUS CONF REPORT AND RULE 26 DISCOVERY PLAN filed; est length of trial 7 days (el) (Entered: 01/16/2002)
01/16/2002	103	AMENDMENT EX PARTE STATUS CONF & SCHEDULING CONF REPORT & RULE 26(F) DISCOVERY REPORT filed by plaintiff Beverly Ann Hollis-Arrington (pj) (Entered: 01/18/2002)
01/17/2002	<u>102</u>	

		MINUTES: On the Crt's own motion, Status Conference is continued to 2/25/02 at 9:00 by Judge Consuelo B. Marshall; CR: (n/a) (nhac) (Entered: 01/18/2002)
01/17/2002	104	NOTICE OF MOTION AND MOTION by intervenor Ed Feldman, intervenor Harold Tennen for ord to Expunge Lis Pendens , and for attorney fees (el) (Entered: 01/24/2002)
02/12/2002	<u>105</u>	ORDER by Judge Consuelo B. Marshall that the Crt: DENIES plf's motion to void & set aside foreclosure sale by dft Cendant Mortgage Corp of property located at 7106 McLaren Ave, West Hills CA [64-1]; GRANTS dft Fannie Mae Foundation's motion to dismiss clms two through 7 with prej [82-1]; GRANT in part DENY in part dft Mae Foundation's motion to dismiss plf's RICO clm; GRANTS with prej claim three (RESPA), GRANTS w/o prej claims one, two and four through seven [74-1] and GRANTS Intervenors Feldman and Tennen's motion for ord to Expunge Lis Pendens [104-1], and req for attorney fees [104-2]; plf may file an A/C consistent with this Order NLT 3/4/02. A failure to do so will result a dismissal of these clms with prej. (el) (Entered: 02/14/2002)
02/18/2002	<u>106</u>	MINUTES: Proc: On the Crt's own mto, the status conference is cont to 11:00 4/29/02 ; ex parte status reports shall be filed on or bef 4/19/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 02/19/2002)
03/12/2002	107	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall ordering 2nd A.C submitted by plaintiff Beverly Ann Hollis-Arrington received on 3/5/02 to be fld and processed; fld date to be the date the doc was stamped "received but not fld" w/the Clerk (el) (Entered: 03/14/2002)
03/12/2002	108	RICO STATEMENT/SECOND AMENDED COMPLAINT [5-1] by plaintiff Beverly Ann Hollis-Arrington; adding Attorneys Equity Corporation. (el) (Entered: 03/14/2002)
03/12/2002	109	SECOND AMENDED VERIFIED COMPLAINT [5-1] by plaintiff Beverly Ann Hollis-Arrington (el) (Entered: 03/14/2002)
03/15/2002	110	NOTICE OF MOTION AND MOTION by defendant Fannie Mae to dismiss ; motion hearing set for 10:00 4/8/02; Mem of PA (el) (Entered: 03/18/2002)
03/15/2002	111	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage to dismiss ; motion hearing set for 10:00 4/8/02; Mem of PA (el) (Entered: 03/18/2002)
03/15/2002	112	JOINT REQUEST by defendant Fannie Mae Found, defendant Cendant Mortgage for Judicial Notice re motion to dismiss re motion to dismiss [110-1] and [111-1] (el) (Entered: 03/18/2002)
03/27/2002	<u>113</u>	MINUTES: On the Court's own motion, dfts Fannie Mae & Cendent Mortgage Corp motions to dismiss [111-1] and [110-1] are submitted without oral argument by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 03/27/2002)
03/27/2002	<u>114</u>	MINUTES: The Crt notes for the record, that plf's opp to dfts Fannie and Cendant Mortgage Corp's motions to dism and plf's re for judicial ntc were filed on 3/27/02. Purs to the LR of this Crt, plf's opp & supptg docs should

		have been filed on 3/25/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 03/28/2002)
03/27/2002	115	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to dfts Fannie Mae and Cendant Mortgage Corp's motion to dismiss [111-1], motion to dismiss [110-1] (el) (Entered: 03/28/2002)
03/27/2002	116	REQUEST by plaintiff Beverly Ann Hollis-Arrington for Judicial Notice in duppt of opp re dfts' motion to dismiss [111-1], re motion dismiss [110-1] (el) (Entered: 03/28/2002)
04/03/2002	117	JOINT REPLY by defendant Cendant Mortgage, defendant Fannie Mae Found to motion to dismiss plf's 2nd A/C [111-1], motion dismiss 2nd A/C [110-1]; Mem of PA (el) (Entered: 04/04/2002)
04/04/2002	<u>118</u>	MINUTES: (In chambers) On the Court's own motion, the fol motions are set for oral argument: motion by dft Fannie Mae to dismiss [110-1] set on 11:00 4/15/02 and dft Cendant's motion to dismiss [111-1] set on 11:00 4/15/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 04/04/2002)
04/15/2002		SUMMONS issued as to defendants re ans to the 2nd A/C (el) (Entered: 04/16/2002)
04/15/2002	122	MINUTES: Proc(s): that the motions of dfts Fannie Mae and Cendant Mortgage to dismiss with prejudice [111-1], [110-1] are submitted and request for judicial notice are submitted without fur oral argument by Judge Consuelo B. Marshall CR: Carmen Reyes (el) (Entered: 04/29/2002)
04/18/2002	119	EX PARTE STATUS REPORT by defendant Cendant Mortgage, defendant Fannie Mae Found (el) (Entered: 04/19/2002)
04/19/2002	120	PLFS' EX PARTE STAT CONF REPORT AND SCHEDULING CONFERENCE REPORT AND RULE 26 DISCOVERY PLAN filed; est length of trial 2 weeks (el) (Entered: 04/19/2002)
04/23/2002	<u>121</u>	MINUTES: On the Court's own motion, status conference is continued to Monday, 5/13/02 @ 11:00 by Judge Consuelo B. Marshall; CR: (n/a) (nhac) (Entered: 04/24/2002)
04/29/2002	<u>123</u>	MINUTES: Proc: On the Court's own motion, status conference is cont to 11:00 5/28/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 04/30/2002)
05/17/2002	129	NOTICE OF DISCREPANCY AND ORDER by Judge Consuelo B. Marshall ordering Ntc of Motion to dismiss submitted received on 5/17/02 is not to be fld but instead rejected; Denial based on: LR 11-6 (exceed 25 pages) and LR 83-1.5 (cert of interested ptys) (el) (Entered: 05/22/2002)
05/20/2002	<u>124</u>	MINUTES: On the Court's own motion, the status conference is continued to 11:00 7/8/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 05/20/2002)
05/20/2002	125	NOTICE of document rejection of notice of mot to dism 2nd A/C; Mem of pA (served by mail) by defendant Attorneys Equity National Corp (el) (Entered: 05/21/2002)

05/20/2002	<u>126</u>	Amended NOTICE OF MOTION AND MOTION by defendant Attorneys Equity National Corp to dismiss 2nd A/C ; motion hearing set for 10:00 6/17/02; Mem of PA (el) (Entered: 05/21/2002)
05/20/2002	<u>127</u>	MINUTES: On the Court's own motion, motion of dft Attys Equity National Corp to dismiss 2nd A/C [126-1] is hereby continued to 10:00 7/8/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 05/21/2002)
05/20/2002	128	CERTIFICATION OF INTERESTED PARTIES filed by defendant Attorneys Equity National Corporation (el) (Entered: 05/22/2002)
05/23/2002	130	NOTICE of continued hrg on mot by defendant Attorneys Equity to dismiss 2nd A/C (el) (Entered: 05/23/2002)
05/28/2002	<u>131</u>	ORDER by Judge Consuelo B. Marshall; The Court GRANTS dfts Cendant & Fannie Mae's Joint Request for Judicial Notice [112-1]; GRANTS plf's Request for Judicial Notice [116-1]; and GRANTS WITH PREJUDICE dft Fannie Mae's & dft Cendant's Motions to Dismiss Plf's RICO, TILA, & Section 1983 claims [110-1], [111-1]; The Court declines to rule on the motions to dismiss plf's state law claims pending responses to the OSC issued on 5/28/02 (see docs for fur details) (nhac) (Entered: 05/29/2002)
05/28/2002	<u>132</u>	MINUTES: On 5/28/02, this Court dismissed w/prej all of plf's federal claims; The Court issues the present OSC to plf & dfts as to why this Court should not dismiss the causes of action that are based upon the law; The Court fur orders the ptys to show cause why this court should not dismiss the federal causes of action as to non-moving dft Attorney Equity Corporation based upon the same reasons discussed in this Court's Ord dismissing the federal clms w/prej as to dfts Fannie Mae Corp & Cendant Mortgage Corp; The ptys are ordered to provide in writing by 6/10/02, a response that specifically addresses the issues discussed herein; A failure to do so will result in dismissal of the state law claims w/out prej & dismissal of the the federal claims w/prej as to dft Attorneys Equity Corp; Purs to Rule 78 of the FRCP & LR 7-15, NO ORAL ARGUMENT will be heard on this mtr unless ordered by the Court; The OSC will stand submitted upon filing of a response (see docs for fur details) by Judge Consuelo B. Marshall; CR: (n/a) (nhac) (Entered: 05/29/2002)
06/04/2002	133	RESPONSE by plaintiff Beverly Ann Hollis-Arrington re Scheduling order On 5/28/02, this Court dismissed w/prej of plf's federal claims; The Court issues the present OSC to plf & dfts as to why this Court should not dismiss the causes of action that are based upon the law; The Court fur orders the ptys to show cause why this court should not dismiss the federal causes of action as to non-moving dft Attorney Equity Corporation based upon the same reasons discussed in this Court's Ord dismissing the federal clms w/prej as to dfts Fannie Mae Corp & Cendant Mortgage Corp; The ptys are ordered to provide in writing by 6/10/02, a response that specifically addresses the issues discussed herein; A failure to do so will result in dismissal of the state law claims w/out prej & dismissal of the the federal claims w/prej as to dft Attorneys Equity Corp; Purs to Rule 78 of the FRCP & LR 7-15, NO ORAL ARGUMENT will be heard on this mtr unless ordered by the Court; The OSC will stand submitted upon filing of a response (see docs for fur details) [132-1] (el) (Entered: 06/05/2002)

06/10/2002	134	RESPONSE by defendant Cendant Mortgage, defendant Fannie Mae Found re Scheduling order On 5/28/02, this Court dismissed w/prej all of plf's federal claims; The Crt issues the present OSC to plf & dfts as to why this Court should not dismiss the causes of action that are based upon the law; The Court fur orders the ptys to show cause why this court should not dismiss the federal causes of action as to non-moving dft Attorney Equity Corporation based upon the same reasons discussed in this Court's Ord dismissing the federal clms w/prej as to dfts Fannie Mae Corp & Cendant Mortgage Corp; The ptys are ordered to provide in writing by 6/10/02, a response that specifically addresses the issues discussed herein; A failure to do so will result in dismissal of the state law claims w/out prej & dismissal of the the federal claims w/prej as to dft Attorneys Equity Corp; Purs to Rule 78 of the FRCP & LR 7-15, NO ORAL ARGUMENT will be heard on this mtr unless ordered by the Crt; The OSC will stand submitted upon filing of a response (see docs for fur details) [132-1] (el) (Entered: 06/11/2002)
07/01/2002	135	ORDER by Judge Consuelo B. Marshall that the Court GRANTS with Prejudice dft Fannie's and Cendant's motions to dismiss. The Court dismisses with prjudice all claims pending agnst dft Attys Equity Corp based upon the same reasoning in the present order and the Order dated 5/28/02 that resulted in the dismissal with prejudice of dfts Fannie Mae and Cendant, finding dft Attys Equity Corp's motion to dismiss 2nd A/C [126-1] as moot. Judgment is entered in favor of dfts Fannie Mae, Cendant and Attys Equity Corporation as to all of plf's claims. (el) (Entered: 07/02/2002)
07/01/2002	136	JUDGMENT AND ORDER: by Judge Consuelo B. Marshall that jgm be entered in favor of dfts Cendant Mortgage Corporation, Fannie Mae Corporation and Attorneys Equity Corporation against plaintiff Beverly Ann Hollis-Arrington, as to the entire actn. terminating case (MD JS-6) (el) (Entered: 07/02/2002)
07/16/2002	137	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage, defendant Fannie Mae Found for attorney fees ; motion hearing set for 10:00 8/12/02 (el) (Entered: 07/18/2002)
07/16/2002	138	DECLARATION of Walter Wronka in suppt by defendant Cendant Mortgage, defendant Fannie Mae Found re motion for attorney's fees [137-1] (el) (Entered: 07/18/2002)
07/16/2002	139	DECLARATION of Suzanne M Hankins in suppt by defendant Cendant Mortgage, defendant Fannie Mae Found re motion for attorney fees [137-1] (el) (Entered: 07/18/2002)
07/16/2002	140	PROOF OF SERVICE by defendant Cendant Mortgage, defendant Fannie Mae Found on 7/16/02 of Motion for attys fees and related docs served on Beverly Ann Hollis-Arrington and William T Gray by mail (el) (Entered: 07/18/2002)
07/17/2002	141	NOTICE OF ERRATA by defendant Cendant Mortgage, defendant Fannie Mae Found correcting motion for attorney fees [137-1] by attaching a signed copy of the Notice of Motion (el) (Entered: 07/18/2002)
07/24/2002	142	

		NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court jgm fld 7/1/02 [136-2] (cc: Beverly Ann Hollis-Arrington; Suzanne Hankins, Law Offices of Severson and Werson). Fee: Paid (wdc) (Entered: 07/24/2002)
07/24/2002	143	TRANSCRIPT DESIGNATION and ordering form for dates: 01/07/02, 04/15/02, CR: Carmen Reyes. (wdc) (Entered: 07/24/2002)
07/30/2002	<u>144</u>	MINUTES: Proc(s): Motions set on Monday, 8/12/02. The Chief Judge Marshall will be absent on Monday, 8/12/02. The Court will either issue a ruling on the pending motion of Cendant Mortgage & Fannie Mae for Atty's fees or continue the motion for oral argument by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 08/01/2002)
07/30/2002	146	OPPOSITION by plaintiff Beverly Ann Hollis-Arrington to motion for attorney fees [137-1] (el) (Entered: 08/07/2002)
08/02/2002	145	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [142-1] 02-56280. (cbr) (Entered: 08/02/2002)
10/25/2002	147	RECEIPT OF TRANSCRIPT of proceedings for the following date(s): 1/7/02,4/15/02 (Re: [142-1]) CR: D. Babykin (ghap) (Entered: 10/29/2002)
10/25/2002		TRANSCRIPT filed for proceedings held on 1/7/02. (ghap) (Entered: 10/29/2002)
10/25/2002		TRANSCRIPT filed for proceedings held on 4/15/02. (ghap) (Entered: 10/29/2002)
11/04/2002	148	CERTIFICATE of Record Transmitted to USCA. (02-56280) (cc: all parties) (cbr) (Entered: 11/04/2002)
11/25/2002	149	Order from USCA: The applnt's mot to expedite the cal of the above-captioned app is den. The app shall be cal in due course. 02-56280 (dlu) (Entered: 12/12/2002)
02/27/2003	150	CLERK'S record on appeal transmitted to Circuit [142-1] vols: 8,transcripts: 2 (02-56280) (ghap) (Entered: 02/27/2003)
02/28/2003	<u>151</u>	ORDER by Judge Consuelo B. Marshall; The Court GRANTS defendants' attorney fee motion and hereby awards defendants \$51,257.25 representing attorneys fees for services rendered in this action ; Plaintiff's request for a Stay in the enforcement of the attorneys fee order pending appeal of this Court's Judgment is GRANTED (nhac) (Entered: 03/03/2003)
05/12/2003		REMARK - Lodged CC 9th CCA judgment of District Court is affirmed. 02-56280 (dlu) (Entered: 05/16/2003)
05/16/2003	<u>152</u>	CERTIFIED COPY of Appellate Court Order: affirming the decision of the District Court [142-1] and costs on appeal taxed in the amount of \$250.20 for Cendant & Fannie Mae and against Beverly Ann Hollis-Arrington (lc) (Entered: 05/19/2003)
05/16/2003	<u>153</u>	

		MINUTES: MANDATE from Circuit Court of Appeals affirming decision of USDC and reflecting costs of prevailing party taxed amount of \$250.20 be filed and spread on minute of this court (lc) (Entered: 05/19/2003)
05/25/2003	169	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to defendant Cendant Mortgage Corporations opposition to rule 60(b)(2)(3) motion [159-1] (bp) (Entered: 11/06/2003)
06/04/2003	154	EX PARTE APPLICATION filed by plaintiff for order shortening time to hear motion to set aside judgement due to newly discovered evidence and fraud ; Lodged order (lc) (Entered: 06/05/2003)
06/04/2003	155	NOTICE OF MOTION AND MOTION by plaintiff to set aside judgment ; declaration of Beverly Ann Hollis-Arrington; motion hearing set for 10:00 7/7/03 (lc) (Entered: 06/05/2003)
06/04/2003	156	REQUEST by plaintiff for Judicial Notice re motion to set aside judgment [155-1] (lc) (Entered: 06/05/2003)
06/05/2003	157	SUPPLEMENT by plaintiff re ex parte application for order shortening time to hear motion to set aside judgement due newly discovered evidence and fraud [154-1] (lc) (Entered: 06/05/2003)
06/16/2003	158	MINUTES: Ex parte application for order shortening time to hear motion to set aside judgement due to newly discovered evidence and fraud [154-1] is DENIED as Court finds a hearing is not necessary for this motion to set aside judgment [155-1] and will deem the matter submitted upon filing of the parties' papers; Court sets the following schedule for briefing Plaintiff's motion under Rule 60(b)(2)(3); Defendants shall file their opposition, if any by 6/23/03; Plaintiff may file her; Reply if any no later than 6/27/03; Plaintiff's motion pursuant to Rule 60(b) will stand submitted on 6/27/03 IT IS SO ORDERED by Judge Consuelo B. Marshall CR: none present (ir) (Entered: 06/16/2003)
06/23/2003	159	OPPOSITION by defendants Cendant Mortgage and Fannie Mae to plaintiff's motion pursuant to FRCP 60(b)(2) and 60(b)(3) to set aside judgment [155-1] (nhac) (Entered: 06/24/2003)
07/16/2003	160	CERTIFIED COPY of Appellate Court Order: granting Cendant Mortgage combined unopposed motion for attorney fees for both appeals in the amount of \$39,082.50;this order serves to amend the mandate in these appeals (lc) (Entered: 07/17/2003)
07/16/2003	161	MINUTES: MANDATE from Circuit Court of Appeals amending the mandate re Cendant Mortgage combined unopposed motion for attorney fees granted in the amount of \$39,082.50(see also USCA No 02-56279) is filed and spread on the minutes of this court (lc) (Entered: 07/17/2003)
08/29/2003	162	ORDER by Judge Consuelo B. Marshall denying plaintiff's motion to set aside judgment [155-1] (lc) (Entered: 09/02/2003)
09/04/2003	163	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court order filed 8/29/03 and entered 9/2/03 [162-1] (cc: Beverly Ann Hollis-Arrington; William T. Gray; Suzanne Hankins) Fee: Billed (dlu) (Entered: 09/04/2003)

09/08/2003		Motion, Affidavit and Order re: Appeal In Forma Pauperis. (cbr) (Entered: 09/08/2003)
09/16/2003	<u>164</u>	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [163-1] 03-56579. (ghap) (Entered: 09/16/2003)
09/17/2003	<u>165</u>	ORDER by Judge Consuelo B. Marshall (re appeal [163-1]) den leave to appeal informa pauperis. (cc: all counsel) (ghap) (Entered: 09/18/2003)
09/22/2003	<u>166</u>	CERTIFIED COPY of ORDER FROM USCA Petitioners have not demonstrated case warrants intervention of this court by means of extraordinary remedy of mandamus. Accordingly, petition denied. All pending motions denied as moot. (03-72985) (wdc) (Entered: 09/24/2003)
09/25/2003	<u>167</u>	TRANSCRIPT DESIGNATION and ordering form for dates: None requested. (03-56579) (pjap) (Entered: 09/30/2003)
10/29/2003	<u>168</u>	RECORD on appeal returned from U.S. Court of Appeals re appeal [163-1] vols: 1 thru 8, transcripts: 2. (cbr) (Entered: 11/03/2003)
11/07/2003		Appeal Fee Paid re [163-1] fee in amount of \$ 105.00. (Receipt # 52155) (wdc) (Entered: 11/07/2003)
04/26/2004		ABSTRACT of Judgment issued in favor of defendant Cendant Mortgage Corporation and against Beverly Ann Hollis-Arrington in the principal amount of \$ -0-, interest in the amount of \$ -0-, attorneys fees of \$ \$51,257.25, costs of \$ -0-. RE: <u>151</u> Attorney Fees(lc,) (Entered: 04/27/2004)
06/11/2010	<u>170</u>	MOTION AND NOTICE OF MOTION pursuant to Rule 60(b): to Set Aside Judgment; for fraud upon the court; or in the alternative: an Independent Action for the Court to set aside the Judgment for "Fraud upon the Court," and Motion to set aside the Judgments in cas no. 02-cv-6568 CBM, for fraud upon the Court, <u>136</u> filed by Plaintiff Beverly Ann Hollis-Arrington. (lom) (Entered: 06/16/2010)
10/01/2010	<u>172</u>	EX PARTE APPLICATION for the Court to Adjudicate the Rule 609B) Independent Action for Fraud upon the Court now Pending before the Court so that Appeal may be consolidated in the 9th Circuit Court of Appeals with case number: 02-cv-6568-CBM filed by Plaintiff Beverly Ann Hollis-Arrington. (lom) (Entered: 10/05/2010)
10/04/2010	<u>171</u>	ORDER by Judge Consuelo B. Marshall: denying Plaintiff Beverly Hollis-Arrington's MOTION Pursuant to Rule 60(b): to Set Aside Judgment; for fraud upon the court; or in the alternative: an Independent Action for the Court to set aside the Judgment for "Fraud upon the Court" <u>170</u> . (Refer to attached document for details.) (lom) (Entered: 10/05/2010)
10/05/2010	<u>173</u>	MINUTES (IN CHAMBERS) by Judge Consuelo B. Marshall. The matter before the Court is Plaintiff Beverly Ann Hollis-Arrington's ("Plaintiff") "Ex Parte:Application for the Court to Adjudicate the Rule 60(b)/Independent Action for Fraud Upon the Court Now Pending Before the Court so that Appeal May be Consolidated in the 9th Circuit Court of Appeals With Case Number: 02-6568 CBM (AJ[W]x)" ("Ex Parte Application") <u>172</u> . [Plaintiff

		requests a ruling on the "Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court, or in the Alternative; an Independent Action for the Court to Set Aside the Judgment for 'Fraud Upon the Court'" <u>170</u> . On October 4, 2010, the Court issued its Order Denying "Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court, or in the Alternative; an Independent Action for the Court to Set Aside the Judgment for 'Fraud Upon the Court'" <u>171</u> . Accordingly, the Ex Parte Application is DENIED as moot. (lom) (Entered: 10/06/2010)
10/07/2010	<u>174</u>	NOTICE OF APPEAL to the 9th CCA filed by Plaintiff Beverly Ann Hollis-Arrington. Appeal of Order on Motion to Set Aside Judgment, Order on Motion for Order, <u>171</u> Filed On: 10/4/2010; Entered On: 10/50/2010; Filing fee \$ 455. Billed. (lr) (Entered: 10/19/2010)
10/19/2010	<u>175</u>	FILING FEE LETTER issued as to Plaintiff Beverly Ann Hollis-Arrington, re a \$5.00 filing fee and a \$450.00 docket fee are required to be paid to the Clerk, U.S. District Court. re Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> (lr) (Entered: 10/19/2010)
10/19/2010	<u>176</u>	NOTIFICATION by Circuit Court of Appellate Docket Number 10-56651, 9th CCA regarding Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> as to Plaintiff Beverly Ann Hollis-Arrington. (car) (Entered: 10/20/2010)
10/29/2010	<u>177</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> filed by Beverly Ann Hollis-Arrington CCA # 10-56651. A review of the docket reflects that appellant has not paid the docketing and filing fees for this appeal. Within 21 days from the date of this order, appellant shall: (1) file a motion with this court to proceed in forma pauperis; (2) pay \$455.00 to the district court as the docketing and filing fees for this appeal and provide proof of payment to this court; or (3) otherwise show cause why the appeal should not be dismissed for failure to prosecute. The filing of a motion to proceed in forma pauperis will automatically stay the briefing schedule under Ninth Circuit Rule 27-11. If appellant fails to comply with this order this appeal will be dismissed automatically by the Clerk for failure to prosecute. See 9th Cir. R. 42-1. (dmap) (Entered: 11/02/2010)
11/12/2010	<u>178</u>	TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: 1/07/2002; Court Reporter: Blanca Aguilar; Dates: 4/15/2002; Court Reporter: Carmen Reyes Re: Notice of Appeal <u>174</u> . (dmap) (Entered: 11/12/2010)
11/17/2010	<u>179</u>	FIRST AMENDED TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: 1/08/2002 and 4/15/2002; Court Reporter: Tape; Court of Appeals Case Number: 10-56651; Re: Notice of Appeal <u>174</u> . (dmap) (Entered: 11/18/2010)
11/18/2010	<u>180</u>	APPEAL FEE PAID: re Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> as to Plaintiff Beverly Ann Hollis-Arrington; Receipt Number: LA003940 in the amount of \$455. (dmap) (Entered: 11/19/2010)
05/02/2012	<u>182</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> filed by Beverly Ann Hollis-Arrington, CCA # 10-56651. Hollis-

		Arrington's petition for panel rehearing and petition for rehearing en banc are denied. Order received in this district on 5/2/12. (car) (Entered: 05/16/2012)
05/10/2012	<u>181</u>	MANDATE of 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>174</u> , CCA # 10-56651. The Judgment of the district court is Affirmed. Mandate received in this district on 5/10/12. (car) (Entered: 05/14/2012)

PACER Service Center			
Transaction Receipt			
02/27/2017 12:27:46			
PACER Login:	seversonw0817:2752645:0	Client Code:	40002.0008
Description:	Docket Report	Search Criteria:	2:01-cv-05658-CBM-AJWX End date: 2/27/2017
Billable Pages:	13	Cost:	1.30

Exhibit C

1 BEVERLY ANN HOLLIS-ARRINGTON
 2 22912 HARTLAND STREET
 3 WEST HILLS, CA 91307
 4 IN PRO SE
 5 TEL: (818) 999-3561
 6 FAX: (818)

7 UNITED STATES DISTRICT COURT
 8 CENTRAL DISTRICT OF CALIFORNIA

9 BEVERLY ANN HOLLIS-ARRINGTON,
 10 Plaintiff,
 11 Vs.
 12 CENDANT MORTGAGE
 13 CORPORATION, FANNIE MAE,
 14 ATTORNEYS EQUITY SERVICE
 15 CORPORATION,
 16 Defendant(S)

) Case No.:
)
) CV-01-5658CBM(AJWx)
)
) SECOND AMENDED VERIFIED
) COMPLAINT FOR:
)
) 1.) COMPLAINT UNDER THE
) RACKETEER INFLUENCED
) AND CORRUPT
) ORGANIZATIONS ACT
) 2.) VIOLATION OF THE
) FEDERAL TRUTH IN
) LENDING ACT (TILA)
) 15 U.S.C. SECTIONS
) 1601, 1635 AND 1640
) et. seq. AND
) REGULATION Z, 12
) C.F.R. pt. 226.
) 3.) ENFORCEMENT OF
) RESCISSION ON
) PROPERTY LOCATED AT
) 7106 MCLAREN AVE.
) WEST HILLS, CA UNDER
) (TILA)
) 4.) VIOLATION OF THE
) REAL ESTATE
) SETTLEMENT
) PROCEDURES ACT
) (RESPA)
) 5.) CONSPIRACY TO
) VIOLATE RIGHT TO DUE
) PROCESS UNDER THE

3/4

- 6.) COLOR OF STATE LAW. VIOLATION OF RIGHT TO DUE PROCESS UNDER THE COLOR OF STATE LAW (42 U.S.C.S. SECTION 1983)
- 7.) FRAUD AND DECIET
- 8.) NEGLIGENT MISREPRESENTATION.
- 9.) CIVIL CONSPIRACY
- 10.) INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS
- 11.) VIOLATION OF FORECLOSURE PROCEDURE UNDER CALIFORNIA STATE LAW
- 12.) SUIT FOR QUITE TITLE
- 13.) SLANDER OF TITLE OF PROPERTY LOCATED AT 7106 MCLAREN AVE, WEST HILLS, CA 91307.

[RICO statement filed concurrently with complaint]

"DEMAND FOR JURY TRIAL"

Plaintiff, Beverly Ann Hollis-Arrington, makes the following allegations in support of her Verified complaint the aforementioned Defendants as follows:

JURISDICTION AND VENUE

- 1. This court has jurisdiction of the aforementioned matters pursuant to 18 U.S.C. section 1962,

1 violation of the Racketeer Influenced and Corrupt
2 Organizations Act.

- 3 2. Pursuant 15 U.S.C. sections 1635 and 1640 et. Seq.
4 and regulation Z, 12 C.F.R. pt. 226. 12 U.S.C.
5 section 2601-2617 and regulation X, 24 C.F.R. pt.
6 3500.
- 7 3. Pursuant U.S.C. 42 section 1983.
- 8 4. Plaintiff asks court to exercise its pendant
9 jurisdiction over the state acts complained of.
- 10 5. The amount of damages exceeds \$75,000.00.
- 11 6. A significant portion of the acts and omissions
12 complained of occurred in the Central District of
13 California, and therefore, Venue lies in this
14 district pursuant to 28 U.S.C. 1391, and in the
15 Western division pursuant to the general orders of
16 this court.
- 17 7. The Plaintiff who makes this complaint is an in
18 habitant of and within the jurisdiction of the
19 United States of America, and was a resident in the
20 County of Los Angeles at all times alleged in this
21 complaint.

22
23 THE PARTIES
24
25

1 1. Plaintiff is a resident in the City of West Hills,
2 state of California.

3 2. Defendant Cendant Mortgage Corporation is a
4 Corporation whose organization is unknown, its
5 parent company is Cendant Corporation, and Cendant
6 Mortgage Corporation has its principal place of
7 business in Mt. Laurel New Jersey and which does
8 business in California.

9 3. Defendant Fannie Mae is a Corporation organized
10 under the laws of Washington D.C., whose principal
11 place of business is in Washington D.C., and which
12 does business in California.

13 4. Defendant Attorneys Equity Corporation is a
14 national Corporation, whose organization is unknown
15 but exists under the Laws of the State of
16 California; they have their office in Lake Forest
17 California, and do business in the State of
18 California.

19
20 INTRODUCTION

21 5. Beverly Ann Hollis-Arrington brings this action
22 against Cendant Mortgage Corporation, Fannie Mae, and Attorneys
23 Equity service for violations of the federal RICO statute; for
24 fraud, misrepresentation, conspiracy, deceit, and negligence.
25 For Fraudulent deception, predatory lending practices,

1 fraudulent lending practices in violation of state and Federal
2 law. Fannie Mae's mission statement describes them as the
3 leading buyer of single-family home mortgages in the U.S. Fannie
4 Mae buys mortgages from the originating lenders and repackages
5 them as securities for sale, creating liquidity in the mortgage
6 market by transferring risk from lenders, allowing them to offer
7 mortgages to people who might not otherwise qualify.

8 Fannie Mae is a for-profit, publicly traded government
9 corporation with a federal mandate to make housing more
10 affordable for low to middle income families. As such, Fannie
11 Mae enjoys the ability to borrow from the government at
12 advantageous rates and is exempt from certain taxes; it also
13 benefits from an implicit guarantee of federal support that
14 makes its securities desirable.

15 6. Defendant Cendant Mortgage Corporation is a
16 subsidiary of Cendant Corporation. This subsidiary is engaged in
17 making mortgages. Cendant Mortgage makes government backed
18 mortgages as well as conventional mortgages. Many or most of
19 Cendant Mortgages loans are sold on the secondary market to
20 investors such as Fannie Mae and Freddie Mac.

21 Defendant Attorneys equity service is engaged in the business of
22 acting as the trustee for lenders during the process of
23 foreclosure, including publishing the defaults and notices
24 required by the laws of the states in which the property is
25 located and the trustee sales are held.

1 7. Defendants Cendant Mortgage Corporation, Fannie Mae,
2 and attorneys equity service misused the trust of low and middle
3 People of color in a complex financial scheme to make loans to
4 people they knew were not qualified for the real estate loans,
5 Cendant would then manipulate the desk top underwriting system
6 of Fannie Mae to generate an automatic accept score, with the
7 full knowledge that the borrower would in all likelihood default
8 on the loan, to take the property from the borrowers. Defendant
9 attorney's equity acted as the trustee in the default portion of
10 the process in order to circumvent state law in the event the
11 borrower elected to file for the protection of the bankruptcy
12 court. All defendants were aware that not all borrowers would
13 default; therefore they enjoyed the additional benefit of the
14 interest paid and the additional illegal fees charged to the
15 borrower when there was no default. If the borrowers had been
16 aware of this activity, they and this Plaintiff in particular
17 would have elected not to enter into a relationship with the
18 initial defendant, Cendant Mortgage Corporation.

19 8. This plaintiff and the other three defendants
20 mentioned in this complaint (non-parties) entered into
21 transactions with Cendant Mortgage Corporation and other primary
22 lenders, who will be identified as unindicted co-conspirators in
23 the RICO statement, were unaware of the fraud being committed,
24 when the loans were sold to Fannie Mae on the secondary market.
25 Sold the loans on the secondary market to Fannie Mae.

1

2 BACKGROUND

- 3 8. On or about July 3, 1999, Plaintiff tendered a true
4 real estate loan application to defendant Cendant
5 Mortgage Corporation. On or About August 23, 1999,
6 the aforementioned loan transaction was funded,
7 recorded and closed.
- 8 9. On or about August 29, 1999, Defendant Cendant
9 Mortgage submitted this Plaintiff's loan application
10 (which was submitted truthfully) to Fannie Mae by
11 way of their desktop underwriting system. This
12 application was submitted by way of the telephone
13 line. (The identity of the person or persons whom
14 transmitted the fraudulent information to the Fannie
15 Mae desk top underwriting system is unknown)
- 16 10. Defendant Cendant Mortgage Corporation took
17 information which was truthfully submitted to them
18 in the initial approval of this plaintiffs loan, and
19 altered the information to generated an automatic
20 accept score from the desk top underwriting system
21 of Fannie Mae.
- 22 11. Defendant Cendant deliberately altered the true
23 information contained on this plaintiff's original
24 application, and the application in which they
25 approved and funded, by misstating to Fannie Mae,

1 this plaintiffs reserves, credit history, and the
2 fact that this plaintiff was self employed for a
3 portion of 1999. Defendant Cendant Mortgage also
4 concealed the fact that this Plaintiff was involved
5 in a lawsuit, which was truthfully disclosed on the
6 loan application.

7 12. Defendant Cendant Mortgage was in possession of this
8 Plaintiffs credit history, employment status, and
9 bank statements at all times during the approval
10 process. This Plaintiff could have had no part in
11 the transmitting of information to Fannie Mae by way
12 of their desktop underwriting system, as it related
13 to the sale of this plaintiffs loan on the secondary
14 market.

15 13. Plaintiff submitted check stubs, which verified that
16 she was self-employed to defendant Cendant Mortgage.
17 Defendant Cendant Mortgage also misrepresented the
18 loan to value to Fannie Mae when submitting the loan
19 by way of the desktop underwriting system.

20 14. On or about September 10, 1999, this Plaintiff
21 received a payment coupon book from Cendant Mortgage
22 Corporation; this payment falsely represented a
23 payment amount of \$1370.00. Plaintiff was unaware of
24 any errors or fraudulent activity, which occurred
25 during escrow or immediately after the close of the

1 real estate loan in August 1999. Defendant Cendant
2 Mortgage and Defendant Fannie Mae were aware that
3 the loan amount had been miscalculated and did
4 nothing to correct the errors. Owner of the loan,
5 Fannie Mae continued to bill this plaintiff for the
6 erroneous amounts by and through their servicing
7 agent Fannie Mae.

8 15. On or about October 2, 1999, this Plaintiff became
9 ill with heart problems, coupled with enormous legal
10 expenses. Plaintiff, being unaware of any problems
11 with the loan amounts, escrow amounts or APR
12 submitted an application for a forbearance agreement
13 in January 2000.

14 16. Cendant Mortgage Corporation, who was the servicer
15 of the loan at this time, sent a notice by U.S. mail
16 on December 4, 2000 demanding payment of \$4111.71 to
17 avoid foreclosure. Both Fannie Mae as owner of the
18 loan and Cendant Mortgage as servicer of the loan
19 were aware that this was an erroneous amount, as the
20 loan had been miscalculated, and the loan amounts
21 they were attempting to collect were false and
22 fraudulently calculated.

23 17. On or about February 20, 2000, plaintiff received a
24 letter from Cendant Mortgage, acknowledging receipt
25 of plaintiffs request for a forbearance agreement.

1 Defendant Cendant Mortgage request that this
2 [plaintiff submit a financial statement, hardship
3 letter and a statement from this plaintiffs doctor
4 verifying her medical condition. All documents were
5 tendered to defendant Cendant Mortgage in a timely
6 manner.

7 18. In March of 2000, plaintiff requested that she be
8 allowed to make a partial payment on her delinquent
9 loan, pending approval of the forbearance agreement.

10 19. Defendant Cendant Mortgage did an internal analysis
11 of this plaintiff's loan in January of 2000.
12 Defendant Fannie Mae and Cendant Mortgage became
13 aware at this time, that there were additional false
14 representations involved in the aforementioned real
15 estate loan. Defendant Cendant Mortgage and Fannie
16 schemed to defraud this plaintiff into believing
17 that a review process for a forbearance agreement
18 was underway, when in fact defendant Cendant
19 Mortgage and Fannie Mae were stalling for time in
20 order to increase the amount that this plaintiff
21 falsely owed on the acreages or the real estate, so
22 that the lump sum needed to cure the loan would be
23 almost impossible for this plaintiff to tender,
24 thereby clearing the way to acquire this plaintiffs
25 home by way of trustee sale.

1 20. On May 10, 2000, this plaintiff received a letter
2 from Defendant Cendant Mortgage indicating that the
3 owner and investor Fannie Mae had declined
4 plaintiffs request for a forbearance agreement, and
5 an amount totaling \$10,920, plus late charges and
6 foreclosure fees would be needed in order to cure
7 the falsely billed payments and avoid the plaintiffs
8 being taken at trustee sale on May 11, 2000.

9 21. In May of 2000 this plaintiff was forced to file for
10 chapter 13 protections in the United States
11 bankruptcy court in order to save her home. On or
12 about May 30, 2000, defendant Fannie Mae caused to
13 be submitted by way of their servicing agent,
14 Cendant Mortgage and trustee Attorneys Equity
15 service, a claim they all knew to be false and
16 fraudulent a claim for repayment to the United
17 States Bankruptcy court in the matter of this
18 plaintiff's real estate loan.

19 22. Plaintiff is informed and believes and thereby
20 alleges that these false and fraudulent claims were
21 made by members of the racketeering enterprise in
22 furtherance of their racketeering activity.

23 23. On or about August 20, 2000, defendant Fannie Mae
24 undertook an audit of the loan they had purchased
25 from Cendant Mortgage on the secondary market.

1 Fannie Mae's audit report supports the fact that
2 Cendant Mortgage falsified the true information
3 submitted by this plaintiff, and left out other
4 vital information which would have effected the
5 automatic accept score obtained by Cendant Mortgage,
6 by way of Fannie Mae's desk-top underwriting system.

7 24. On or about August 29, 2000, defendant Fannie Mae
8 requested that Cendant Mortgage repurchase the
9 aforementioned real estate loan, as it did not meet
10 their initial credit standards and the loan values
11 had been misrepresented to force the loan through
12 the desk-top underwriting system. Fannie Mae did
13 nothing to report this matter to law enforcement of
14 sever their relationship with Cendant Mortgage,
15 Fannie Mae in fact ratified the conduct of Cendant
16 Mortgage, and simply demanded that Cendant Mortgage
17 repurchase the fraudulent loan which they had
18 submitted to Fannie Mae by way of the desk-top
19 underwriting system by wire in a interstate commerce
20 transaction.

21 25. Said fraudulent acts enumerated herein are not
22 isolated events, but instead form a pattern of
23 misrepresentation and fraudulent activity
24 perpetrated on this plaintiff, and others who shall
25 be identified in this pleading, through a pattern of

1 illegal activity by the defendants and a scheme of
2 predatory lending directed at minority borrowers who
3 are most vulnerable and are in financial distress.

4 26. On or about October 18, 2000, this plaintiff filed
5 an action in the United States District Court for
6 the Central district, under case number CV-00-11125.
7 This matter in brief, sought to restrain defendants
8 Fannie Mae from selling this plaintiffs home, which
9 was set for trustee sale on September 18, 2000.

10 27. On or about August 2, 2000, this plaintiff was
11 attempting to refinance the property located at 7106
12 McLaren ave, West Hills, Ca, and was told by the
13 loan agent that there were several mistake in the
14 disclosures, On the Hud-1, and on the closing
15 statement, i.e. I was being billed in the payment
16 schedule for PMI, and there was no evidence that the
17 mandatory one year initial premium was added in the
18 closing or on the hud-1 statement. Plaintiff
19 believed that the taxes were a part of her impounds,
20 as per the loan contract she signed during closing.

21 28. Plaintiff was told that the amount financed was
22 incorrect as there were amount added in that had
23 been paid by this plaintiff outside of closing with
24 the deposit she tendered. There was no reference to
25 this amount on the Hud-1 closing statement, and the

1 cost paid by this plaintiff outside of closing was
2 again added to the amount financed.

3 29. Plaintiff was told that the A.P.R. was incorrect, as
4 there would need to be more than \$8,000.00 on cost
5 on the closing statement and Hud-1 sheet to justify
6 an interest rate of 7.750 % and an A.P.R. of 8.26%,
7 this was a no cost loan and there were was less than
8 \$2,000.00 of prepaid cost on the closing statement.

9 30. This plaintiff was told that amount financed was
10 incorrect as there was thousands of dollars added to
11 the amount financed that did not appear on the
12 material disclosure statement.

13 31. On or about August 2, 2000 this Plaintiff sent a
14 notice of rescission to defendant Fannie Mae, by and
15 through their servicing agent Cendant Mortgage. The
16 Notice was sent as prescribed by law, through the
17 U.S. Mail at the address indicated on the three-day
18 notice of rescission.

19 32. Neither defendant Fannie Mae nor their servicing
20 agent, Cendant Mortgage responded to the notice or
21 gave any effect to the notice of rescission.

22 33. On or about September 5, 2000, this plaintiff
23 transferred a 50 percent interest to her daughter
24 who, then file for chapter 13 protection, on or
25 about September 11, 2000. An Automatic stay was

1 immediately put into place by the filing of the
2 chapter 13 petition on the property located at 7106
3 McLaren Ave. West Hills, Ca.

4 34. On September 18, 2000, Fannie Mae by and through
5 their servicing agent Cendant Mortgage and trustee,
6 Attorneys Equity Service, illegally held the trustee
7 sale; there was no order from the United States
8 bankruptcy court lifting the stay to permit the
9 trustee sale to move forward.

10 35. Plaintiff being aware that a viable bankruptcy had
11 been filed against the aforementioned property, and
12 not being aware that the property had been sold at
13 foreclosure sale, attempted to cure the default with
14 defendant Fannie Mae, by way of their servicing
15 agent cendant Mortgage, in order to avoid being in
16 bankruptcy, as this was our only unmanageable debt.

17 36. On or about October 18, 2000 this Plaintiff file a
18 complaint in the United States district Court for
19 the central district of Los Angeles, California,
20 under case number CV-00-11125, there was several
21 motions filed by this plaintiff and Defendant
22 Cendant Mortgage. Plaintiff filed a motion to
23 restrain the sale of her residence which was in
24 foreclosure and subsequent bankruptcy, Counsel for
25 defendant Cendant Mortgage, Suzanne Hankins and Vice

1 president Mark Hinkle, of Cendant Mortgage filed
2 declarations, to this Honorable court and Judge
3 Marshall, under the penalty of perjury, that Cendant
4 Mortgage had voluntarily postponed the sale of this
5 plaintiffs residence until February 6, 2001. This
6 was supposedly to give this Plaintiff a chance to
7 refinance the property.

8 37. In light of the declarations by both of the
9 aforementioned parties, The Honorable Judge Marshall
10 set a hearing date for Jan. 27, 2001 and accepted
11 the testimony by declaration by the aforementioned
12 declarants as true.

13 38. This plaintiff also relied on the declarations and
14 proceeded in October to attempt to refinance the
15 property. This court subsequently denied the request
16 for the TRO mentioning in part that there was
17 nothing preventing this plaintiff from refinancing
18 the property.

19 39. Plaintiff is now in possession of the trustee's deed
20 showing that the foreclosure sale was indeed held on
21 September 18, 2000, even as counsel and Fannie Mae,
22 by and through it's loan servicer, Cendant Mortgage
23 deceived the court and this plaintiff into believing
24 that the property was in the name of the plaintiff,
25 and that no sale had taken place, the property had

1 indeed been return to Fannie Mae, in violation of
2 the automatic stay.

3 40. Plaintiff could not have refinanced the property, as
4 it was not in her name, the deed had been returned
5 to Fannie Mae.

6 41. From a period of September 18, 2000 until a period
7 of February 5, 2001 Fannie Mae and Cendant Mortgage
8 was in possession of the deed, by way of trustee
9 sale held on September 18, 2000.

10 42. On February 6, 2001, Attorney equity service issued
11 a rescission deed restoring the property to this
12 plaintiff and her daughter. This rescission deed was
13 issued one day before Cendant Mortgage scheduled a
14 new trustee sale of the property.

15 43. Plaintiff had a bankruptcy in place on February 6,
16 2001 and Cendant Mortgage was unable to clear the
17 title without the bankruptcy court lifting the stay.

18 44. The sale was never postponed as required by state
19 law and the sale of the property under the
20 foreclosure instrument on September 18, 2000
21 concluded the default under that instrument.

22 45. On or about April 20, 2001 Plaintiff tendered a
23 payment of \$1370.00 to Cendant Mortgage thru the
24 bankruptcy; Cendant Mortgage accepted this payment
25 for the April house payment.

1 46. On May 22, 2002 the automatic stay, which was
2 protecting the property was lifted by the bankruptcy
3 court and on June 29, 2001, Attorneys Equity held a
4 trustee sale of the property.

5 47. California State law governing default was
6 intentionally circumvented by Attorneys Equity
7 service in favor of holding a fraudulent trustee
8 sale.

9 48. The sale took place on September 18, 2000 and a
10 house payment was accepted on April 20, 2001, there
11 were no new default recorded and no postponement of
12 a sale under a new instrument.

13
14 COUNT I (RICO VIOLATION) - AGAINST ALL DEFENDANTS

15
16 49. At all times relevant to this complaint, defendant
17 Cendant Mortgage, Fannie Mae and Attorney Equity
18 service was and is an enterprise as defined by 18
19 U.S.C. section 1961(4) that is engaged in, and it's
20 activity effect interstate commerce. Each defendant
21 is a separate and distinct corporate entity.

22 50. Defendants Cendant Mortgage, Fannie Mae and
23 Attorneys Equity Service, knowingly and willingly
24 associated with the enterprise and conducted and
25 participated in the conduct of the enterprises

1 affairs, directly and indirectly, by fraudulently
2 manipulating true credit information on the
3 borrower's applications, making loans borrowers were
4 not entitled to, selling those loans on the
5 secondary market, and in the event of default,
6 illegally foreclosing on the property. The
7 defendants also billed borrowers for debts that they
8 knew to be false and fraudulent, once the loans had
9 been closed. This all done through a pattern of
10 racketeering activity in violation of 18 U S C
11 Section 1962 (c) (d). In order to engage in the
12 pattern of racketeering activity, all defendants had
13 to transcend their legal entities and breach
14 (firewall) obligations and protection. Defendants
15 did so in part by using the form and structure of
16 their legal entities and conducting the affairs of
17 the enterprise through a pattern of racketeering
18 activity.

19 51. The pattern of racketeering engaged in by all
20 defendants involved schemes set forth with
21 particularity in the RICO Statement filed
22 concurrently with this complaint. Plaintiff pleads
23 and repeats the entire RICO Statement as though
24 fully set forth in this pleading.

1 52. The pattern of racketeering engaged in by all
2 defendants involved fraudulent acts in support of
3 the schemes referred to in the RICO Statement,
4 constituting mail fraud (18 U S C section 1341) and
5 wire fraud (18 U S C section 1343) and bank loan
6 fraud (18 U S C section 1014) and bankruptcy fraud,
7 all of which is (racketeering activity) as defined
8 in U S C section 1961 (1) (B) .

9 53. All predicate acts are listed in the RICO Statement.
10 I have identified three additional victims who will
11 testify that the acts and omissions complained of by
12 the racketeering enterprise closely resemble the
13 circumstances by which their properties were
14 foreclosed on. The first victim, Eric Howard,
15 foreclosed on by Cendant Mortgage, in 2001. The
16 second victim, Vivian O. Ajaye, of Chatsworth,
17 California, foreclosed on by Fannie Mae, with
18 Cendant Mortgage as the servicing agent and
19 Attorneys Equity Service as the trustee. The third
20 victim, James Paul, foreclosed on in 1997, under
21 similar circumstances. The Plaintiff will provide
22 to the court under separate cover, declarations by
23 these injured parties.

24 54. Plaintiff relied upon the misrepresentations and
25 omissions directed at plaintiff by defendants as

1 part of their pattern of racketeering activity, and
2 as a direct result suffered damages to her business
3 and property.
4

5 Count II (RICO Violation)-AGAINST ALL DEFENDANTS

6 55. At all times relevant to this complaint all
7 defendants were an association-in fact enterprise as
8 defined by 18 U S C section 1961 (4) that was and is
9 engaged in, and its activities affect, interstate
10 commerce. The structure of the enterprise is made
11 up of the aforementioned defendants. One engaged in
12 mortgage lending, one engaged in purchasing loans on
13 the secondary market, one engaged in the completion
14 of foreclosures.

15 56. The purpose and the function of the enterprise is to
16 carry out mortgage lending and subsequent sales on
17 the secondary market, including the legitimate
18 making and selling of real estate loans. Each
19 member of the association in fact played an
20 important role in the predatory lending and
21 foreclosure scheme; Cendant Mortgage funded the
22 original real estate loans and sold them on the
23 secondary market to Fannie Mae, Attorneys Equity
24 Service then handled any defaults and foreclosures.
25

1 57. Defendants knowingly and willingly associated with
2 the association-in fact enterprise comprised of
3 Cendant Mortgage, Fannie Mae, and Attorneys Equity
4 Service, and conducted and participated in the
5 conduct of the enterprise's affairs, directly and
6 indirectly by practicing predatory lending on lower
7 class and middle class borrowers through a pattern
8 of predatory lending and loan fraud.

9
10 Count III Violation of The Federal
11 Truth in Lending Act (TILA) 15 U. S. C. Section 1601, 1635,
12 and 1640 et. Seq. and regulation z, 12 C F R pt. 226.

13
14
15
16 AGAINST CENDANT MORTGAGE AND FANNIE MAE

17
18 58. Plaintiff pleads and repeats paragraphs 1 through 50
19 as though fully set forth in this pleading. The
20 Federal Truth in Lending Act (TILA) provides a
21 remedy under Title 15 U S C sections 1601 and 1640
22 for violation of material disclosures. There were
23 four incorrect material disclosures in Plaintiffs
24 loan documents. Those material disclosures were:
25 1.) The payment schedule, 2.) The APR, 3.) The

1 amount financed, 4.) The finance charges. In
2 addition there was greater than a one-eighth of one
3 percent increase in the APR from the old document to
4 the new document, mandating redisclosure.

5
6 Count IV Rescission-AGAINST CENDANT MORTGAGE
7 AND FANNIE MAE
8

9 59. Title 15 U S C Section 1635 created a right of
10 rescission extending to three years when there are
11 material disclosure violations. Plaintiff sent a
12 notice of rescission to defendant Cendant Mortgage
13 on 8-2-00. Defendants Cendant Mortgage or Fannie
14 Mae gave no affect to this notice. Plaintiff asks
15 the court to enforce the lawful rescission of the
16 aforementioned property.
17

18
19 Count V- Violation of RESPA
20 AGAINST CENDANT MORTGAGE
21

22 60. Plaintiff pleads and repeats paragraphs 1 through 50
23 as though fully set forth in this pleading. RESPA
24 states that a true and correct HUD-1 closing
25 statement must be provided at the close of every

1 escrow. Plaintiffs HUD-1 statement was incorrect as
 2 it did not contain credit for earnest money
 3 deposited, premium payment for PMI, impounded
 4 payment for PMI, and double billed items that were
 5 paid outside of escrow.

6
 7 Count VI Conspiracy To Violate Right To Due Process
 8 Under The Color Of State Law

9
 10 61. Plaintiff pleads and repeats paragraphs 1 through 50
 11 as though fully set forth in this pleading.
 12 Plaintiff alleges that all defendants conspired to
 13 deprive her of her right to due process of law under
 14 Title 42 U S C section 1983 by interfering with her
 15 constitutional right to not be deprived of her
 16 property without due process of law.

17
 18 Count VII Deprivation of Right to Due Process

19
 20 62. Plaintiff pleads and repeats paragraphs 1 through 50
 21 as though fully set forth in this pleading. On
 22 September 18, 2000, Plaintiffs property, located at
 23 7106 Mc Laren Avenue, was sold at Trustee Sale in
 24 violation of the Bankruptcy automatic stay.

1 63. Defendants Cendant Mortgage and Fannie Mae
 2 subsequently issued a Trustee's Rescission Deed on
 3 February 5, 2001.

4 64. Defendants subsequently resold the property at
 5 trustee sale on June 29, 2001, without properly
 6 noticing the default, as required by California
 7 State Law.

8
 9 Count VII Deceit and Fraud

10 AGAINST ALL DEFENDANTS

11
 12 65. Plaintiff pleads and repeats paragraphs 1-50 as
 13 though fully set forth in this pleading. Defendants
 14 Cendant Mortgage and Fannie Mae represented to this
 15 Court and this Plaintiff by sworn declaration in
 16 case number CV-00-11125 that they had postponed the
 17 trustee sale of the property located at 7106

18 66. McLaren Ave, until February 6, 2001, this in order
 19 to give the Plaintiff times to refinance the
 20 property. In reliance on this information this
 21 plaintiff sought to refinance the property when in
 22 fact the aforementioned defendants had foreclosed on
 23 the property on September 18, 2000. The property
 24 was not in the plaintiff's name to refinance at the
 25 time the defendants represented to this court by

1. sworn declaration. As a result of this fraud and
2. deception and in reliance upon the information set
3. forth in their declaration, this plaintiff was
4. injured by ultimately losing the property.

5.
6. Count IX NEGLIGENCE

7. AGAINST ALL DEFENDANTS

8.
9. 67. Plaintiff pleads and repeats paragraphs 1 through 50
10. as though fully set forth in this pleading.

11. Defendants, and each of them made false
12. representation as to the aforementioned real estate
13. transaction.

14. 68. Defendants and each of them assumed undertook and
15. owed a duty to use reasonable care and competence in
16. their duties as lenders and trustee in a foreclosure
17. sale. Each defendant had an obligation to assure
18. that the act were lawful in foreclosing on
19. plaintiffs property and holding the trustee sale.

20. 69. All defendants failed to exercise reasonable and
21. ordinary care and competence, including the care and
22. competence of a reasonable adherence to the law in
23. performing their duties.

24. 70. Defendants and each of them had knowledge or belief
25. that the representations were false.

1. 71. Defendant and each of them engaged in actions to
 2 induce this plaintiff to act on the false
 3 misrepresentation made by each of them in the
 4 aforementioned real estate transaction.

5 72. Plaintiff justifiably relied on the honesty of the
 6 Lenders and closing agent to act in accordance with
 7 the laws of the State of California and the United
 8 States of America.

9 73. Defendant has caused damage known and unknown to
 10 plaintiff at this time.

11
 12 Count X Intentional Infliction Of Emotional Distress

13 AGAINST ALL DEFENDANTS

14
 15
 16 74. Plaintiff pleads and repeats paragraphs 1 through 50
 17 as though fully set forth in this pleading. On or
 18 about August 16, 1999, plaintiff entered into a real
 19 estate transaction secured by her principal place of
 20 residence. The initial lender was Cendant Mortgage
 21 Corporation, the loan was subsequently sold on the
 22 secondary market to Fannie Mae and the closing agent
 23 was First American Title of Los Angeles.

24 75. Defendant, and each of them engaged in a conduct
 25 that was intentional and malicious.

1 76. As a proximate result of the aforementioned acts,
 2 Plaintiff has suffered financial devastation, the
 3 loss of her home, humiliation, mental anguish, and
 4 physical and emotional distress. Plaintiff has been
 5 injured in mind and body in a sum, which is unknown
 6 at this time and subject to proof at trial.

7 77. The aforementioned acts of the defendants were
 8 willful, wanton, malicious, and justify the awarding
 9 of exemplary and punitive damages.

10 78. The acts and omissions complained of are such that
 11 they cannot be tolerated in a civilized society.

12
 13
 14 COUNTS VI, VII, AND VIII

15 VIOLATION OF FORECLOSURE PROCEEDURE UNDER CALIFORNIA STATE
 16 LAW, SLANDER OF TITLE AND SUIT FOR QUITE TITLE- (AGAINST ALL
 17 DEF.

18
 19 79. Plaintiff repeats and repleads paragraphs 1 thru 50
 20 of the complaint, as though fully set for in this
 21 statement.

22 80. On or about September 18, 2000, defendant Fannie Mae
 23 authorized a trustee sale of the property located at
 24 7106 McLaren ave, West Hills, Ca., however, on
 25 September there was a bankruptcy stay in place to

1. prevent the sale of the property absent an order by
2. Judge Greenwald lifting the stay which protected the
3. property.

4. 81. Defendant Cendant Mortgage and attorney's Equity
5. service was notified of the bankruptcy procedure by
6. the plaintiff and by the bankruptcy court, on or
7. about September 11, 2000. All defendants were that
8. the sale could not proceed.

9. 82. On or about October 2000, Counsel for defendant
10. Cendant Mortgage, (Suzanne Hankins) falsely
11. represented to this court, under case number CV-00-
12. 11125, that the property was in this plaintiffs name
13. at all times during the proceedings, and that no
14. foreclosure sale had taken place. This
15. representation was also made to this Honorable court
16. in a declaration signed under the penalty of perjury
17. by Mark Hinkle, vice president for Cendant Mortgage,
18. and servicing agent for Fannie Mae. These statements
19. were perjured.

20. 83. A trustee deed was recorded on September 18, 2000,
21. showing that the property was sold to Fannie
22. Mae/Cendant Mortgage, in violation of the automatic
23. stay.

24. 84. A rescission of trustee's deed was recorded on
25. February 5, 2001, rescinding the aforementioned

1 sale. The property was not in this plaintiff's name
2 for a period of 5 months.

3 85. During the period of February 5, 2001 and June 29,
4 2001, this plaintiff can find no evidence of a
5 postponed sale under the original instrument used by
6 all defendants to complete the aforementioned sale.

7 86. California code 2924 assumes that all procedures are
8 followed to validate the foreclosure sale.

9 87. A default is complete when a sale is held, under
10 California State law. On September 18, 2000, the
11 defendants completed the foreclosure process by
12 holding a sale. Subsequently 5 months after the
13 sale, defendant Cendant mortgage ask to rescind the
14 sale and restore the property to the status quo.

15 88. Defendants did not notice a new default under a new
16 instrument to justify the foreclosure sale of June
17 29, 2001. The only notices sent out were the notices
18 of a foreclosure sale under the original instrument,
19 which was extinguished at the sale, held on
20 September 18, 2000.

21 89. Defendants then slander the title by using a
22 trustee's deed to transfer title unlawfully to Ed
23 Feldman and Harold Tennen, who appear to be nothing
24 more than straw buyers for the defendants.
25

1. 90. The violations and omissions complained of should
2. invalidate the trustee's sale, restore the title to
3. this plaintiff, and rescind the trustee's deed
4. issued to the straw buyers.

5. 91. Plaintiff will file a supplement to her RICO
6. statement within 10 days of this filing, as
7. additional victims are still being identified.
8. Plaintiff is working with her Church and other
9. Churches within her community to identify these
10. addition victims. We will use mass media such as
11. television and the new paper to seek out additional
12. victims.

13.
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23.
24. PRAYER FOR DAMAGES
25.

1. For general damages in the sum of \$1,000,000
2. For the court to enforce the rescission of the loan on plaintiff's residence
3. For rescission of trustee's deed
4. For invalidation of trustee sale
5. For off set to any balance owed to lender (s)
6. For treble damages
7. For exemplary and punitive damages in the sum of \$10,000,000.

FOR ALL CAUSES OF ACTION

1. For cost of suit herein incurred; and
2. For such other and further relief as the court deems proper.

DEMAND FOR JURY TRIAL

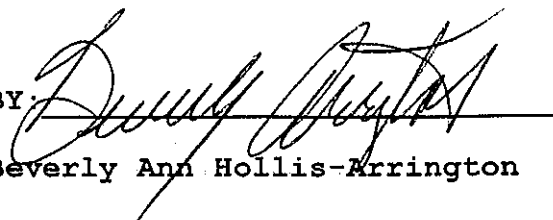
VERIFICATION

I, Beverly Ann Hollis-Arrington, am the Plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my knowledge and belief, and as to those matters, I believe them to be true.

1 I declare under the penalty of perjury that the foregoing
2 is true and correct and that this declaration was executed on:
3 March 4, 2002, at West Hills, California.

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25

DATE: 3-4-02

BY: 
Beverly Ann Hollis-Arrington

PROOF OF SERVICE BY MAILING

I am over the age of 18 and not a party to the within action. I am employed at:

KANO FINANCIAL . My address is 7050 OWENSMOUTH AVE

On 3-4-, 2002 I served: THE SECOND AMENDED COMPLAINT to the person(s) or entity(s) named below by enclosing a copy in an envelope addressed as shown below by placing a copy in a postage paid envelope addressed to the following:

Suzanne Hankins, esq.
Severson & Werson
19100 Von Karman #700
Irvine, Ca 92612

ATTORNEYS FOR:
Cendant Mortgage Corporation
Fannie Mae
Sherman Oaks, Ca 91403

I am "Readily Familiar" with the standard practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S postal service , on that same day with postage thereon fully prepaid in the City of West Hills, State of California, in the ordinary course of business.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATE: 3-4-02 BY Walter O. Arrington
Walter O.. Arrington

Exhibit D

(AJWx),CLOSED,REOPENED

**UNITED STATES DISTRICT COURT for the CENTRAL DISTRICT OF
CALIFORNIA (Western Division - Los Angeles)
CIVIL DOCKET FOR CASE #: 2:02-cv-06568-CBM-AJWX**

Crystal Lightfoot, et al v. Cendant Mortgage, et al
Assigned to: Judge Consuelo B. Marshall
Referred to: Discovery Andrew J. Wistrich
Demand: \$75,000
Related Case: 2:00-cv-11125-CBM-AJWX
Case in other court: 9th CCA, 10-56068
Cause: 28:1441 Notice of Removal

Date Filed: 08/22/2002
Date Terminated: 06/11/2010
Jury Demand: None
Nature of Suit: 290 Real Property: Other
Jurisdiction: Federal Question

Plaintiff**Crystal Monique Lightfoot**

represented by **Andrew H Friedman**
Helmer Friedman LLP
9301 Wilshire Blvd Suite 609
Beverly Hills, CA 90291
310-396-7714
Fax: 310-396-9215
Email:
afriedman@helmerfriedman.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Plaintiff**Beverly Ann Hollis-Arrington**

represented by **Andrew H Friedman**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Cendant Mortgage Corporation
TERMINATED: 02/20/2003
doing business as
PHH Mortgage

represented by **Suzanne M Hankins**
Severson and Werson APC
The Atrium
19100 Von Karman Avenue Suite 700
Irvine, CA 92612
949-442-7110
Fax: 949-442-7118
Email: smh@severson.com
TERMINATED: 02/20/2003

Defendant

Fannie Mae
TERMINATED: 02/20/2003

represented by **Suzanne M Hankins**
(See above for address)
TERMINATED: 02/20/2003

Defendant

Robert O Matthews
a married man
TERMINATED: 02/20/2003

represented by **Michael J Gilligan**
Michael J Gilligan Law Offices
17911 Von Karman Avenue, Ste 300
Irvine, CA 92614
949-622-4326
Fax: 949-622-5756
Email: mgilligan@wrightlegal.net
TERMINATED: 02/20/2003
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Wayne S Marshall
Wayne S Marshall Law Offices
16530 Ventura Blv, Ste 402
Encino, CA 91436
818-789-0272
TERMINATED: 09/25/2002
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Suzanne M Hankins
(See above for address)
TERMINATED: 02/20/2003

Defendant

Attorneys Equity National Corporation

represented by **Ralph C Shelton , II**
Schiff & Shelton
3700 Campus Drive Suite 202
Newport Beach, CA 92660
949-417-2211
Fax: 949-417-2211
Email: ralph@schiff-shelton.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Suzanne M Hankins
(See above for address)
TERMINATED: 02/24/2003

Date Filed	#	Docket Text
08/22/2002	1	

		NOTICE OF REMOVAL by defendant Cendant Mortgage, defendant Fannie Mae from LA Cty Sup Crt(Case Number: LC 0161596) with copy summons and complaint referred to Discovery Robert N. Block . (pc) (Entered: 08/26/2002)
08/22/2002	2	CERTIFICATE OF INTERESTED PARTIES filed by dfts Cendant Mortgage, Fannie Mae (pc) (Entered: 08/26/2002)
08/22/2002	5	NOTICE by plaintiff of related case(s) CV 00-11125 CBM (AJWx) (kc) (Entered: 08/28/2002)
08/22/2002	6	JOINDER by defendant Cendant Mortgage Corporation to removal action [1-1] (nhac) (Entered: 08/28/2002)
08/23/2002	3	JOINDER by defendant Robert O Matthews joining notice of removal of action [1-1] (jp) (Entered: 08/26/2002)
08/23/2002	4	JOINDER by defendant Attorneys Equity Ntl joining notice of removal of action [1-1] (jp) (Entered: 08/26/2002)
08/26/2002	7	CERTIFICATION OF INTERESTED PARTIES filed by plfs Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington (nhac) (Entered: 08/28/2002)
08/26/2002	11	EX PARTE APPLICATION filed by plaintiffs Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington to remand case back to the Superior Crt ; Decls of Crystal Monique Lightfoot, Beverly Hollis-Arrington (jp) (Entered: 08/29/2002)
08/27/2002	12	NOTICE OF MOTION AND MOTION by defendant Fannie Mae, Cendant Mortgage Corp to dismiss ; motion hearing set for 9:00 9/23/02 (jp) (Entered: 08/29/2002)
08/27/2002	13	REQUEST by defendants Fannie Mae, Cendant Mortgage for Judicial Notice in suppt of motion to dismiss [10-1] (jp) (Entered: 08/29/2002)
08/28/2002	8	NOTICE OF INTERESTED PARTIES filed by defendant Robert O Matthews (jp) (Entered: 08/29/2002)
08/28/2002	9	NOTICE OF INTERESTED PARTIES filed by defendant Robert O Matthews (jp) (Entered: 08/29/2002)
08/28/2002	10	NOTICE OF MOTION AND MOTION by defendant Robert O Matthews to dismiss ; PA; motion hearing set for 9:00 9/23/02 (lc) (Entered: 08/29/2002)
08/28/2002	14	OPPOSITION by Fannie Mae to ex parte application to remand case back to the Superior Crt [11-1] (lc) (Entered: 08/29/2002)
08/29/2002	15	EX PARTE RESPONSE by plaintiffs to ex parte application to remand case back to the Superior Crt [11-1]; PA (lc) (Entered: 09/03/2002)
08/30/2002	<u>16</u>	REQUEST filed by plaintiff for entry of default as to Attorneys Equity National Corporation ; decls of Beverly Ann Hollis-Arrington & Crystal & Monique Lightfoot (lc) (Entered: 09/03/2002)
08/30/2002	16	COPY OF PROOF OF SERVICE fld in state crt on 8/19/02 executed upon defendant Attorneys Equity National Corporation ; Service by CCP on 7/23/02

		via subst svc for David L Johnson II, agent for svc by serving S/C to Melissa Payne, person in charge; Due Diligence Declaration not attached; mail svc 7/26/02 (lc) (Entered: 09/03/2002)
09/03/2002	<u>17</u>	NOTICE OF DEFICIENCY re req for dflt agnst dft Attorneys Euity National Corporation: Effective 5/1/02 due diligence decl re subst svc purs to CCP on behalf of auth agent for corp is missing; pty shall file new req w/deficiencies corrected to have dflt reconsidered (lc) (Entered: 09/03/2002)
09/05/2002	<u>18</u>	MINUTES: In chambers: ORD denying plf ex parte application to remand case back to the Superior Crt [11-1] by Judge Ronald Lew CR: none (lc) (Entered: 09/06/2002)
09/06/2002	19	AMENDED PROOF OF SERVICE executed upon defendant Attorneys Equity National Corporation; Service by CCP on 7/23/02 via personal svc by serving S/C to Mellisa Payne, auth to accept (lc) (Entered: 09/09/2002)
09/06/2002	20	JOINDER by defendant Robert O Matthews joining Fannie Mae opposition to ex parte to rmd [14-1] (lc) (Entered: 09/09/2002)
09/06/2002	21	REQUEST filed by plaintiff for entry of default as to Attorneys Equity Ntl ; decl of Beverly Ann Hollis-Arrington & Crystal Monique Lightfoot (lc) (Entered: 09/09/2002)
09/09/2002	<u>22</u>	DEFAULT ENTERED as to defendant Attorneys Equity National Corporation (lc) (Entered: 09/09/2002)
09/09/2002	23	OPPOSITION by plaintiff Crystal Monique Lightfoot to motion to dismiss [10-1], motion to dismiss [12-1] PA (lc) (Entered: 09/10/2002)
09/09/2002	24	REQUEST by plaintiff for Judicial Notice re opp request for entry of default as to Attorneys Equity National [16-1], re motion to dismiss [10-1] (lc) (Entered: 09/10/2002)
09/10/2002	25	EX PARTE APPLICATION filed by Fannie Mae, Cendant Mortgage for temporary protective order , and for order stay on all discov pend crt ruling on Fannie Mae & Cendants mot to dism set for 9/23/02 , or in alt to shorten time to for hrg on mot for temporary protective ord & stay of depos of persons most knowledgeable at Fannie Mae & Cendant pend ruling on said mot ; PA, decl of Suzanne M Hankins; Lodged ord (lc) Modified on 09/12/2002 (Entered: 09/11/2002)
09/11/2002	27	OPPOSITION by plaintiff to ex parte application for temporary protective order [25-1] (lc) (Entered: 09/12/2002)
09/11/2002	28	REQUEST by plaintiff for Judicial Notice in suppt of opp re ex parte application for temporary protective order [25-1] (lc) (Entered: 09/12/2002)
09/11/2002	29	AMENDED COVER PAGE to plfs request judicial notice [28-1] (lc) (Entered: 09/12/2002)
09/12/2002	<u>26</u>	MINUTES: In chambers: ORD granting dft ex parte appl for temporary protective order [25-1] & stay on all discov in 02-6568 RSWL(RNBx) pend crt ruling on Fannie Mae & Cendants mot to dism set for 9/23/02 [25-2] by Judge

		Stephen V. Wilson CR: none (lc) Modified on 09/12/2002 (Entered: 09/12/2002)
09/13/2002	30	NOTICE OF APPEAL by plaintiffs Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court min ord fld 9/5/02 [18-1] (cc: Crystal M. Lightfoot,Beverly Ann Hollis-Arrington;Wayne S. Marshall; Ralph Shelton;Severson & Werson) Fee: Paid. (ghap) (Entered: 09/13/2002)
09/13/2002	31	EX PARTE APPLICATION filed by plaintiff Crystal Monique Lightfoot, plaintiff Beverly Ann Hollis-Arrington to stay case pending appeal ; decl of plf Beverly Ann Hollis-Arrington (lc) (Entered: 09/16/2002)
09/16/2002	34	REPLY by defendant Fannie Mae, defendant Cendant Mortgage to response to motion to dismiss [12-1] (lc) (Entered: 09/18/2002)
09/17/2002	32	OPPOSITION by Fannie Mae, Cendant Mortgage to ex parte application to stay case pending appeal [31-1] (lc) (Entered: 09/18/2002)
09/17/2002	33	REQUEST by Fannie Mae, Cendant Mortgage for Judicial Notice re ex parte application to stay case pending appeal [31-1] (lc) (Entered: 09/18/2002)
09/18/2002	37	NOTICE OF MOTION AND MOTION by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington for default judgment by the Court (re restore title; for punitive damages, loss income, loss property etc) against Attorneys Equity National Corporation ; decl of Beverly Hollis-Arrington in suppt; motion hearing set for 9:00 10/15/02 (lc) (Entered: 09/20/2002)
09/19/2002	<u>35</u>	MINUTES: In chambers: dfts Fannie Mae & Cendant Mortgage motion to dismiss [12-1] are taken under subm; crt ord to follow by Judge Ronald Lew CR: none (lc) (Entered: 09/19/2002)
09/19/2002	36	CERTIFICATE of Record Transmitted to USCA (cc: all parties) (ghap) (Entered: 09/19/2002)
09/19/2002	38	RESPONSE by plaintiff to Fannie Mae & Cendant opp to ex parte application to stay case pending appeal [31-1] (lc) (Entered: 09/20/2002)
09/24/2002	39	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [30-1] 02-56586. (wdc) (Entered: 09/24/2002)
09/24/2002	<u>40</u>	ORDER RE TRANSFER PURSUANT TO GENERAL ORDER 224 (Related Case) filed. [Related Case no.: CV 00-11125 CBM (AJWx)] Case transferred from Judge Ronald Lew to Judge Consuelo B. Marshall for all further proceedings. , Case referred from Discovery Robert N. Block to Discovery Andrew J. Wistrich The case number will now reflect the initials of the transferee Judge [CV 02-6568 CBM (AJWx)] (cc: all counsel) (rn) (Entered: 09/24/2002)
09/25/2002	41	ATTORNEY SUBSTITUTION: terminating attorney Wayne S Marshall for Robert O Matthews by defendant Robert O Matthews and substituting attorney Michael J Gilligan by Judge Consuelo B. Marshall (twdb) (Entered: 09/26/2002)
10/08/2002	<u>42</u>	MINUTES: On the Court's own motion, the hearing on motion for default judgment by the Court (re restore title; for punitive damages, loss income, loss

		property etc) against Attorneys Equity National Corporation [37-1] is continued to 10:00 10/28/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 10/10/2002)
10/24/2002	<u>43</u>	MINUTES: On the Court's own motion, motion for default judgment by the Court (re restore title; for punitive damages, loss income, loss property etc) against Attorneys Equity National Corporation [37-1] is taken off calendar by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 10/25/2002)
10/28/2002	44	EX PARTE APPLICATION filed by plaintiff Crystal Monique Lightfoot, plaintiff Beverly Ann Hollis-Arrington for reconsideration to remand case back to the Superior Court ; Objection and decls of Crystal Monique Lightfoot and Beverly Hollis-Arrington in suppt (el) (Entered: 10/29/2002)
10/28/2002	<u>46</u>	MINUTES: On the Court's own motion, Motion of dfts Fannie Mae, Cendant Mortgage, to dismiss [12-1] and Robert O Matthews to dismiss [10-1], are set for oral argument on 10:00 11/18/02 by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 10/30/2002)
10/29/2002	<u>45</u>	MINUTES: The ex parte application of Crystal Monique Lightfoot and Beverly Ann Hollis-Arrington for reconsideration to remand case back to the Superior Court [44-1] is DENIED for failure to comply with the Local Rules of this Court by Judge Consuelo B. Marshall CR: n/a (el) (Entered: 10/29/2002)
10/30/2002	47	OPPOSITION by defendant Fannie Mae to plfs' ex parte application for reconsideration to remand case back to the Superior Court [44-1] and Court's order denying plfs' request for remand to state court (el) (Entered: 10/31/2002)
10/30/2002	48	REQUEST by defendant Fannie Mae for Judicial Notice in suppt of opp re ex parte application for reconsideration to remand case back the Superior Court [44-1] (lc) (Entered: 10/31/2002)
11/04/2002		LODGED CC 9th CCA ORDER applnts' mot for voluntary dism of this app GR. (02-56586) (FWD TO CRD) (pjap) (Entered: 11/14/2002)
11/06/2002	<u>49</u>	CERTIFIED COPY of Appellate Court Order: appellant mot for voluntary dismissal of the appeal granted; al other pending mots denied as moot [30-1] (lc) (Entered: 11/13/2002)
11/06/2002	<u>50</u>	MANDATE from Circuit Court of Appeals granting appellant's mot for voluntary dismissal and denying all other pending mots as moot be fld & spread on the min of this crt (lc) (Entered: 11/13/2002)
11/14/2002	<u>51</u>	MINUTES: On 11/6/02, the Ninth Circuit Court of Appeals granted plaintiff's motion to voluntarily dismiss the appeal. Accordingly, Plaintiff's ex parte application to stay case pending appeal [31-1] is DENIED as MOOT by Judge Consuelo B. Marshall CR: none present (el) (Entered: 11/15/2002)
11/18/2002	52	MINUTES: Arguments had. Motion of dfts Fannie Mae, Cendant Mortgage and Robert O Matthews to dismiss [12-1], [10-1] is submitted without oral argument by Judge Consuelo B. Marshall CR: Gary George (el) (Entered: 11/27/2002)
01/21/2003	53	

		ORDER FROM USCA: Petitioners have not demonstrated that this case warrants intervention of this court by means of extraordinary remedy of mandamus. Accordingly, petition denied. (02-73736) (pjap) (Entered: 01/23/2003)
02/14/2003	54	NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage, defendant Fannie Mae for order declaring Beverly Ann Hollis Arrington a vexatious litigant , and for her to post bond and permission of court before filing another action ; motion hearing set for 10:00 3/10/03 (lc) Modified on 02/18/2003 (Entered: 02/18/2003)
02/14/2003	55	REQUEST by Cendant Mortgage, Fannie Mae for Judicial Notice re motion for order declaring Beverly Ann Hollis Arrington a vexatious litigant [54-1] (lc) Modified on 02/18/2003 (Entered: 02/18/2003)
02/14/2003	56	DECLARATION of Suzanne M Hankins in support by Cendant Mortgage, Fannie Mae re motion for order declaring Beverly Ann Hollis Arrington a vexatious litigant [54-1] (lc) Modified on 02/18/2003 (Entered: 02/18/2003)
02/14/2003	57	Exhibits 10-16 to request for judicial notice by plaintiff Beverly Ann Hollis-Arrington, defendant Cendant Mortgage to motion for order declaring Beverly Ann Hollis Arrington a vexatious litigant [54-1] (lc) Modified on 02/18/2003 (Entered: 02/18/2003)
02/14/2003	58	PROOF OF MAIL SERVICE by Cendant Mortgage, Fannie Mae on 2/14/03 of NOTICE OF MOTION AND MOTION by defendant Cendant Mortgage, defendant Fannie Mae for order declaring Beverly Ann Hollis Arrington a vexatious litigant etc and supporting documents (lc) (Entered: 02/18/2003)
02/20/2003	59	ORDER by Judge Consuelo B. Marshall granting defedants Cendant Mortgage Corporation, Fannie Mae and Matthews' motions to dismiss and granting defendants and plaintiff requests for judicial notice [10-1] [12-1] [55-1] [13-1] dismissing party Robert O Matthews, party Fannie Mae, party Cendant Mortgage (lc) (Entered: 02/21/2003)
02/26/2003	60	NOTICE OF APPEAL by plaintiff Crystal Monique Lightfoot, plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court order filed 02/20/03 [59-2]. (cc: Crystal Monique Lightfoot and Beverly Ann Hollis-Arrington; Michael J. Gilligan; Ralph Shelton; Severson & Werson) Fee: Paid (wdc) (Entered: 02/26/2003)
02/26/2003	61	TRANSCRIPT DESIGNATION and ordering form for dates: 11/18/02, CR: Gary George. (wdc) (Entered: 02/26/2003)
02/28/2003	62	MINUTES: On 2/14/03, Defendants Cendant Mortgage and Fannie Mae filed its Motion for Order Declaring Beverly Ann Hollis-Arrington a vexatious litigant [54-1] and for plaintiff to post a bond and permission of court before filing another action [54-2]; Defendant's motion set for hearing on 3/10/03, is off calendar and the matter is taken under submission; Pursuant to Local Rule 7-9, opposing papers are due not later than 14 days before the date designated for the hearing on the motion; Plaintiff's Opposition was due on 2/24/03; No opposition or response has been filed; Plaintiff Hollis-Arrington is hereby ordered to file an Opposition or Response to Defendant's Motion no later than

		3/10/03; If plaintiff does not contest defendant's motion, plaintiff shall file a statement of non-opposition no later than 3/10/03 by Judge Consuelo B. Marshall; CR: none present (nhac) (Entered: 03/03/2003)
03/04/2003	63	RECEIPT OF TRANSCRIPT of proceedings for the following date(s): 11/18/02 (Re: [60-1]), CR: Gary D. George. (wdc) (Entered: 03/05/2003)
03/04/2003		TRANSCRIPT filed for proceedings held on 11/18/02. (wdc) (Entered: 03/05/2003)
03/10/2003	64	OPPOSIITON to vexatious litigatn injunctin and declaration of Beverly Ann Hollis Arrington filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington [62-1] (lc) (Entered: 03/11/2003)
03/13/2003	65	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [60-1] 03-55389 (weap) (Entered: 03/13/2003)
03/19/2003	66	CERTIFICATE of Record Transmitted to USCA (03-55389) (cc: all parties) (pjap) (Entered: 03/19/2003)
05/12/2003		REMARK - Lodged CC 9th CCA judgment in this cause is dismiss for lack of jurisdiction. 03-55389 (dlu) (Entered: 05/19/2003)
05/20/2003	<u>67</u>	CERTIFIED COPY of Appellate Court Order: It is now here ordered and adjudged by this Court that the appeal [60-1] (Appeal No. 03-55389) in this cause be and hereby is dismissed for lack of jurisdiction (dw) (Entered: 05/21/2003)
05/20/2003	<u>68</u>	MANDATE from Circuit Court of Appeals: The Court ORDERS that the mandate of the 9th CCA: Dismissing Appeal for lack of jurisdiction is hereby filed and spread upon the minutes of this US District Court (dw) (Entered: 05/21/2003)
06/04/2003	69	EX PARTE APPLICATION filed by plaintiff for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud Lodged order (lc) (Entered: 06/05/2003)
06/04/2003	70	NOTICE OF MOTION AND MOTION by plaintiff to set aside judgment ; declaration of Beverly Hollis-Arrington; motion hearing set for 10:00 7/7/03 (lc) Modified on 09/02/2003 (Entered: 06/05/2003)
06/05/2003	71	SUPPLEMENT by plaintiff re ex parte application for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud [69-1] (lc) (Entered: 06/05/2003)
06/16/2003	<u>72</u>	MINUTES: Ex parte application for order to shorten time to hear motion to set aside judgment due to newly discovered evidence and fraud [69-1] is DENIED as Court finds a hearing is not necessary for this motion to set aside judgment [70-1] and will deem the matter submitted upon the filing of the parties' papers; Court sets the following schedule for briefing Plaintiff's motion under Rule 60 (b)(2)(3); Defendants shall file their opposition, if any by 6/23/03; Plaintiff may file her reply if any no later than 6/27/03; Plaintiff's motion pursuant to Rule 60(b) will stand submitted on 6/27/03 IT IS SO ORDERED by Judge Consuelo B. Marshall CR: none present (ir) (Entered: 06/16/2003)

06/23/2003	73	OPPOSITION by defendant Cendant Mortgage and Fannie Mae to plaintiff's motion pursuant to FRCP 60(b)(2) and 60(b)(3) to set aside judgment [70-1] (nhac) (Entered: 06/24/2003)
06/25/2003	87	RESPONSE by plaintiffs' Crystal Monique Lightfoot, and Beverly Ann Hollis-Arrington to defendant Cendant Mortgage Corporation's opposition to 60(b)(2) (3) motion [73-1] (bp) (Entered: 11/06/2003)
06/26/2003	74	EX PARTE APPLICATION filed by plaintiffs for renewed motion to enter default judgment against Attorneys Equity National , and for court to sign lis pendence Lodged order(lc) Modified on 09/02/2003 (Entered: 06/30/2003)
07/14/2003	75	SUPPLEMENTAL RESPONSE by plaintiff Beverly Ann Hollis-Arrington to motion to set aside judgment [70-1] (lc) (Entered: 07/15/2003)
07/14/2003	76	RESPONSE by plaintiff Beverly Ann Hollis-Arrington to Cendant opposition to motion to set aside judgment [70-1] (lc) (Entered: 07/15/2003)
07/14/2003	77	SUPPLEMENTAL RESPONSE by plaintiff Beverly Ann Hollis-Arrington to Cendant Mortgage opposition to motion to set aside judgment [70-1] (served on Suzanne Hankins) (lc) (Entered: 07/15/2003)
08/29/2003	<u>78</u>	ORDER by Judge Consuelo B. Marshall denying plaintiff's ex parte application for renewed motion to enter default judgment against Attorneys Equity National [74-1] (lc) (Entered: 09/02/2003)
08/29/2003	<u>79</u>	ORDER by Judge Consuelo B. Marshall denying plaintiff's motion to set aside judgment [70-1] (lc) (Entered: 09/02/2003)
09/04/2003	80	NOTICE OF APPEAL by plaintiff Beverly Ann Hollis-Arrington to 9th C/A from Dist. Court order filed 8/29/03 and entered 9/2/03 [79-1], order filed 8/29/03 and entered 9/2/03 [78-1] (cc: Beverly Ann Hollis-Arrington; Michael J. Gilligan; Ralph Shelton; Suzanne Hankins) Fee: Billed (dlu) (Entered: 09/04/2003)
09/08/2003		Motion, Affidavit and Order re: Appeal In Forma Pauperis. (cbr) (Entered: 09/08/2003)
09/16/2003	81	NOTIFICATION by Circuit Court of Appellate Docket Number appeal [80-1] 03-56580. (wdc) (Entered: 09/16/2003)
09/17/2003	<u>82</u>	ORDER by Judge Consuelo B. Marshall (re appeal [80-1]) denied leave to appeal informa pauperis. (cc: all counsel) (ghap) (Entered: 09/18/2003)
09/22/2003	84	CERTIFIED COPY of ORDER FROM USCA Petitioners have not demonstrated case warrants intervention of this court by means of extraordinary remedy of mandamus. Accordingly, petition denied. All pending motions denied as moot. (03-72985) (wdc) (Entered: 09/24/2003)
09/24/2003	<u>83</u>	ORDER by Judge Consuelo B. Marshall denying defendants' motion for order declaring Beverly Ann Hollis Arrington a vexatious litigant and to place conditions on her future filings with this court [54-1] [54-2] (lc) Modified on 09/24/2003 (Entered: 09/24/2003)
09/25/2003	85	

		TRANSCRIPT DESIGNATION and ordering form for dates: None requested. (03-56580) (pjap) (Entered: 09/30/2003)
10/21/2003	<u>86</u>	ORDER FROM USCA Appellant's motion for leave to proceed in forma pauperis on appeal denied. Within 21 days of the filing date of this order, appellant shall pay \$105.00 to the district court as the docketing and filing fees for this appeal and file proof of payment with this court. Failure to pay fees will result in automatic dismissal of the appeal by the Clerk for failure to prosecute, regardless of further filings. If appellant pays fees as required and files proof of such payment in this court, appellant shall simultaneously show cause why the judgment challenged in this appeal should not be summarily affirmed. Briefing suspended pending further order of this court. (03-56580) (pjap) (Entered: 10/23/2003)
11/07/2003		Appeal Fee Paid re [80-1] fee in amount of \$ 105.00. (Receipt # 52154) (wdc) (Entered: 11/07/2003)
01/05/2004	<u>88</u>	MINUTES OF In Chambers Conference held before Judge Consuelo B. Marshall: Action is removed from the active caseload. (Made JS-6. Case Terminated.) Court Reporter: not reported. (shb,) (Entered: 01/06/2004)
01/06/2004	<u>89</u>	MANDATE of 9th CCA filed as to Appeal to Circuit Court, 80 , CCA # 03-56580. The appeal is affirmed. Mandate received in this district on 1/9/04. (ghap,) (Entered: 01/13/2004)
11/03/2008	<u>90</u>	ORDER from 9th CCA filed, CCA # 08-73461. Petitioner have not demonstrated that this case warrants the intervention of this court by means of the extraordinary remedy of mandaus. See Bauman v. United States Dist. Court, 557 F. 2d 650 (9th Cir. 1977). Accordingly, the petition is denied. Order received in this district on 11/03/08. (lr) (Entered: 11/05/2008)
01/15/2009	<u>91</u>	NOTICE OF DISCREPANCY AND ORDER: by Judge Audrey B. Collins, ORDERING Motion to recuse Judge Consuelo B. Marshall submitted by Plaintiff Beverly Ann Hollis-Arrington received on 1/15/08 is not to be filed but instead rejected. Denial based on: Case closed; JS-6. (da) (Entered: 01/20/2009)
04/07/2009	<u>92</u>	MOTION TO RESTORE CASE TO ACTIVE CASELOAD FOR THE PURPOSE OF ENTERING FINAL JUDGMENT, pursuant to Rule 54(b, c) of the FRCP to filed by Plaintiff Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington. (lom) Modified on 4/10/2009 (lom). (Entered: 04/10/2009)
04/07/2009	<u>93</u>	MOTION for Recusal of Judge Consuelo B. Marshall, pursuant to USC Title 28 Section 144; 455(a)(b)(1) and the Due Process Clause of the Fifth Amendment to the U.S. Constitution, and Certificate of Good Faith filing is attached hereto filed by plaintiff Crystal Monique Lightfoot, Beverly Ann Hollis- Arrington. (Attachments: # <u>1</u> Part 2)(lom) (Entered: 04/10/2009)
04/27/2009	<u>94</u>	REFERRAL OF MOTION to Disqualify Judge/Magistrate Judge has been filed. Pursuant to GO 08.05 and Local Rule 72-5 MOTION for Recusal of Judge Consuelo B. Marshall <u>93</u> is referred to Judge Christina A. Snyder for determination. (rn) (Entered: 04/27/2009)

04/28/2009	<u>95</u>	ORDER DENYING PLAINTIFF'S MOTION TO RECUSE JUDGE CONSUELO B. MARSHALL by U.S. District Judge Christina A. Snyder <u>93</u> . (pp) (Entered: 04/28/2009)
05/06/2009	<u>96</u>	MINUTES OF IN CHAMBERS/OFF THE RECORD by before Judge Consuelo B. Marshall. IT IS ORDERED that counsel for Defendant Attorneys Equity National Corporation shall respond to the Motion to Restore Case, etc. <u>92</u> , said response shall be filed on or before May 18, 2009. The Motion to Restore Case, etc., shall stand SUBMITTED as of May 18, 2009. (lom) (Entered: 05/06/2009)
05/18/2009	<u>97</u>	RESPONSE TO Motion to Restore Case to Active Caseload <u>92</u> filed by Defendant Attorneys Equity National Corporation. (lom) (Entered: 05/19/2009)
05/20/2009	<u>98</u>	REPLY to Attorney's Response re MOTION TO RESTORE CASE TO ACTIVE CASELOAD FOR THE PURPOSE OF ENTERING FINAL JUDGMENT <u>92</u> filed by Plaintiffs Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington. (lom) (Entered: 05/26/2009)
10/21/2009	<u>99</u>	JUDGMENT by Judge Consuelo B. Marshall: In accordance with Federal Rule of Civil Procedure 58 and consistent with the Court's "Order Granting Defendants Cendant Mortgage Corporation, Fannie Mae and Matthews' Motions to Dismiss; And Request for Judicial Notice" <u>59</u> , IT IS ORDERED that judgment be entered in favor of Defendants Cendant Mortgage Corporation, Fannie Mae, and Robert O. Matthews. (lom) (Entered: 10/22/2009)
01/13/2010	<u>100</u>	ORDER on Case Status Following Plaintiff's petition for a Writ of Mandamus and Petition for a Writ of Prohibition by Judge Consuelo B. Marshall. In light of the Petitions, this Court will abstain from ruling on Plaintiffs' "Motion to Restore Case to Active Caseload for the Purpose of Entering Final Judgment <u>92</u> ; Pursuant to Rule 54 (b,C) of the F.R.C.P" as to Defendant Attorneys Equity National Corporation or any other motions filed in the above-referenced cases pending disposition of Plaintiffs' Petitions and/or further guidance from the Ninth Circuit. (lom) (Entered: 01/15/2010)
04/14/2010	<u>101</u>	ORDER from 9th CCA filed, CCA # 09-74079. Order received in this district on 4/14/10. The petition for a writ of mandamus is denied without prejudice to the filing of a new petition if the district court has not entered a final judgment with respect to defendant Attorneys Equity National Corporation within 60 days. (cbr) (Entered: 04/15/2010)
05/27/2010	<u>102</u>	MINUTES: IN CHAMBERS/OFF THE RECORD by Judge Consuelo B. Marshall: The matter before the Court is Plaintiff Crystal Monique Lightfoot's and Beverly Ann Hollis-Arrington's "Motion to Restore Case to Active Caseload for Purpose of Entering Final Judgment: Pursuant to Rule 54(b,c) of the F.R.C.P." [DE 92]. The Court hereby GRANTS Plaintiff's Motion. Plaintiffs are further ordered to show cause no later than Thursday, June 10, 2010 as to why the case shall not be dismissed with prejudice as to Attorneys Equity National Corporation based on the doctrine of res judicata (See Order for further details). IT IS SO ORDERED.granting <u>92</u> Motion to Reopen Case (MD-JS5 Case Reopened) (yl) (Entered: 05/27/2010)

06/11/2010	<u>103</u>	ORDER DISMISSING THE ACTION WITH PREJUDICE AGAINST DEFENDANT ATTORNEYS EQUITY NATIONAL CORPORATION based on the doctrine of res judicata by Judge Consuelo B. Marshall. (lom) (Entered: 06/14/2010)
06/11/2010	<u>104</u>	JUDGMENT by Judge Consuelo B. Marshall is entered in favor of Defendant Attorneys Equity National Corporation <u>103</u> . (MD JS-6, Case Terminated). (lom) (Entered: 06/14/2010)
06/11/2010	<u>105</u>	MOTION AND NOTICE OF MOTION pursuant to Rule 60(b): to Set Aside Judgment <u>99</u> , <u>104</u> ; for fraud upon the court; or in the alternative: an Independant Action for the Court to set aside the Judgment for "Fraud upon the Court," and Motion to set aside the Judgments in cas no. 02-cv-6568 CBM, for fraud upon the Court, 136 filed by Plaintiff Beverly Ann Hollis-Arrington. (lom) (Entered: 06/16/2010)
06/11/2010	<u>106</u>	REPLY to Court's Show Cause Order <u>102</u> filed by Plaintiffs Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot. (lom) (Entered: 06/16/2010)
07/06/2010	<u>107</u>	NOTICE OF APPEAL to the 9th CCA filed by plaintiff Beverly Ann Hollis-Arrington and Crystal Monique Lightfoot. Appeal of Judgment <u>104</u> . Filed On: 06/11/2010; Entered On: 06/14/2010; Filing fee \$ 455 billed. (dmap) (Entered: 07/06/2010)
07/06/2010	<u>108</u>	NOTICE OF CLERICAL ERROR: Due to clerical error an incorrect document is attached to the docket entry. Re: Notice of Appeal to 9th Circuit Court of Appeals <u>107</u> . (dmap) (Entered: 07/06/2010)
07/06/2010	<u>109</u>	NOTICE OF APPEAL to the 9th CCA filed by plaintiff Beverly Ann Hollis-Arrington and Crystal Monique Lightfoot. Appeal of Judgment <u>104</u> . Filed On: 06/11/2010; Entered On: 06/14/2010; Filing fee \$ 455 billed. (dmap) (Entered: 07/06/2010)
07/06/2010	<u>110</u>	TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: None; Re: Notice of Appeal to the Ninth Circuit Court of Appeals <u>109</u> . (dmap) (Entered: 07/06/2010)
07/06/2010	<u>111</u>	FILING FEE LETTER issued as to Plaintiff Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot, re Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> . (dmap) (Entered: 07/06/2010)
07/06/2010	<u>112</u>	CERTIFICATE OF RECORD Transmitted to USCA re Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot AND Beverly Ann Hollis-Arrington. (dmap) (Entered: 07/06/2010)
07/06/2010	<u>113</u>	NOTIFICATION by Circuit Court of Appellate Docket Number 10-56068, 9th CCA regarding Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> as to Plaintiff Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot. (dmap) (Entered: 07/07/2010)
07/13/2010	<u>114</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. Order received in this district on 7/13/20. The court's records indicate that this appeal was filed during the pendency of a

		timely-filed FRAP 4(a)(4)motions. The notice of appeal is therefore ineffective until entry of the order disposing of the last such motion outstanding. Accordingly, proceedings in this court shall be held in abeyance pending the district court's resolution of the June 16, 2010 pending motions (cbr) (Entered: 07/13/2010)
09/17/2010	<u>115</u>	EX PARTE APPLICATION for Rule on Rule 60(b) Motion pending before the court and Court's Signature on Plaintiff's lis penden filed by Plaintiffs Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot. (lom) (Entered: 09/20/2010)
09/23/2010	<u>116</u>	MINUTE ORDER IN CHAMBERS re LETTER FROM PLAINTIFF by Judge Audrey B. Collins: On September 22, 2010, the Court received a letter from Beverly Hollis-Arrignaton, a plaintiff in the above-captioned case, dated September 20, 2010. Under Local Rule 83-2.11, "[a]ttorneys or parties to any action or proceeding shall refrain from writing letters to the judge....All matter shall be called to a judge's attention by appropriate application or motion filed in compliance with the[] Local Rules." Ms. Hollis-Arrington is informed that her letter violates the Local Rules. Accordingly, the Court will not file the letter, but instead shall have it returned to Ms. Hollis-Arrington. The court also notes that this case is assigned to the calendar of the Honorable Consuelo B. Marshall. Ms. Hollis-Arrington has cited to no authority that would permit the chief judge of this district to intervene in any way in cases assigned to other district judges; nor has she presented any facts to justify such an intervention, were it authorized. (bm) (Entered: 09/24/2010)
09/27/2010	<u>117</u>	ORDER by Judge Consuelo B. Marshall: denying <u>105</u> Plaintiff Beverly Ann Hollis-Arrington's and Crystal Monique Lightfoot's " Motion Pursuant to Rule 60(b): To Set Aside Judgment; for Fraud Upon the Court or, in the Alternative; an Independent Action for the Court to Set Aside the Judgement for 'Fraud Upon the Court'" (Rule 60(b) Motion)". (Refer to attached document for details.) (lom) (Entered: 09/28/2010)
09/27/2010	<u>118</u>	ORDER by Judge Consuelo B. Marshall: grants in part and denies in part <u>115</u> Plaintiffs Beverly Ann Hollis-Arrington's and Crystal Monique Lightfoot's Ex Parte Application for Rule on: Rule 60(b) and Courts Signature on Plaintiff's Lis Penden. The Court hereby GRANTS the Ex Parte Application to the extent that Plaintiffs seek the Court's disposition of the Rule 60(b) Motion and DENIES the Ex Parte Application to the extent that Plaintiffs seek the Court's approval of a notice of pendency of action. (lom) (Entered: 09/28/2010)
09/30/2010	<u>119</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. On July 13, 2010, this court issued an order staying the proceedings pending disposition of the motion for reconsideration in the district court. On September 27, 2010, the district court denied the motion for reconsideration. The stay order filed on July 13, 2010, is lifted and this appeal shall proceed. A review of the docket reflects that appellants have not paid the docketing and filing fees for this appeal. Within 21 days from the date of this order, appellants shall: (1) file a motion with this court to proceed in forma pauperis; (2) pay \$455.00 to the district court as the docketing and filing fees for this appeal and provide proof of payment to this court; or (3)

		otherwise show cause why the appeal should not be dismissed for failure to prosecute. The filing of a motion to proceed in forma pauperis will automatically stay the briefing schedule under Ninth Circuit Rule 27-11. If appellants fail to comply with this order, this appeal will be dismissed automatically by the Clerk for failure to prosecute. See 9th Cir.R.42-1. Order received in this district on 9/30/10. (car) (Entered: 10/01/2010)
10/05/2010	<u>120</u>	AMENDED NOTICE OF APPEAL to 9th CIRCUIT filed by plaintiff Beverly Ann Hollis-Arrington and Crystal Monique Lightfoot. Amending Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> Filed On: 07/06/2010; Entered On: 07/06/2010. Fee waived. (dmap) (Entered: 10/05/2010)
10/05/2010	<u>121</u>	TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: None Requested; Re: Notice of Appeal <u>120</u> . (dmap) (Entered: 10/05/2010)
10/05/2010	<u>122</u>	APPEAL FEE PAID: re Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> as to Plaintiffs Beverly Ann Hollis-Arrington and Crystal Monique Lightfoot; Receipt Number: LA000407 in the amount of \$455. (dmap) (Entered: 10/06/2010)
10/08/2010	<u>123</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. On September 30, 2010, this court issued an order directing appellant to show cause why this appeal should not be dismissed because appellant had not paid the docketing and filing fees for this appeal. On October 6, 2010, the district court informed this court that appellant has paid the docketing and filing fees. Therefore, the order to show cause is discharged. The new briefing schedule is established as follows: appellant's opening brief is due November 15, 2010, appellee's answerng brief is due December 15, 2010; and appellant's optional reply brief is due within 14 days of the service of appellees' answering brief. Order received in this district on 1/11/2011. (lr) (Entered: 01/13/2011)
01/11/2011	<u>124</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. Appellants motion to correct the docket as to the participants in this appeal and the issue on appeal relative to the amended notice of appeal is granted. The Clerk shall amend the docket to include all defendants named in the district court. Appellants' motion to consolidate related appeal Nos. 10-56068 and 10-56649 is denied. Appellants' motion to expedite the appeal is denied. Appellants' motion for court's signature on appellant's lis pendens is construed as a motion for injunctive relief. So construed, the motion is denied. Appellants' motion for an extension of time to file the opening brief is granted. The briefing schedule is as follows: the opening brief is due February 11, 2011; the answering brief is due March 14, 2011; and the optional reply is due within 14 days of the service of the answering brief. Order received in this district on 1/11/2011. (lr) (Entered: 01/13/2011)
02/17/2011	<u>125</u>	AMENDED TRANSCRIPT DESIGNATION AND ORDERING FORM For Dates: 11/18/2002; Court Reporter: Gary George; Court of Appeals Case

		Number: 10-56068; Re: Notice of Appeal to the 9th CCA <u>109</u> . (dmap) (Entered: 02/22/2011)
11/22/2011	<u>126</u>	RECORD ON APPEAL sent to Circuit Court re: Appeal number, 10-56068. The record consists of 3 volumes, 2 bulky documents, bulky documents B55 and B57 and 1 transcript re Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> . (dmap) (Entered: 11/22/2011)
04/13/2012	<u>127</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. We hereby sua sponte withdraw the memorandum disposition filed on 1/9/12. Appellants' petition for panel rehearing and petition for rehearing en banc are denied as moot. Order received in this district on 4/13/12. (car) (Entered: 04/17/2012)
10/14/2014	<u>128</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. Appellees are directed to file a response to Appellants' Petition for Rehearing En Banc, filed with this court on October 2, 2014. Order received in this district on 10/14/14. [See document for more details] (mat) (Entered: 10/16/2014)
11/20/2014	<u>129</u>	ORDER from 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> filed by Crystal Monique Lightfoot, Beverly Ann Hollis-Arrington, CCA # 10-56068. Judge Stein recommends that the petition for rehearing en banc be granted. The petition for rehearing en banc, filed October 2, 2014, is hereby DENIED. Order received in this district on 11/20/14. [See document for details] (mat) (Entered: 11/24/2014)
12/15/2014	<u>130</u>	MANDATE of 9th CCA filed re: Notice of Appeal to 9th Circuit Court of Appeals <u>109</u> , CCA # 10-56068. The judgment of the District Court is Affirmed. [See document for further information]. Mandate received in this district on 12/15/14. (car) Modified on 12/17/2014 (car). (Entered: 12/17/2014)
08/15/2016	<u>131</u>	APPEAL RECORD RETURNED from 9th CCA Received: Volume(s): 3; Transcripts(s): 1; RE: Appeal Record Sent to USCA (A-26) <u>126</u> 3 volumes, 2 bulky documents and 1 transcript(dmi) (Entered: 08/15/2016)
01/30/2017	<u>132</u>	NOTICE of Appearance filed by attorney Andrew H Friedman on behalf of Plaintiffs Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot (Attorney Andrew H Friedman added to party Beverly Ann Hollis-Arrington(pty:pla), Attorney Andrew H Friedman added to party Crystal Monique Lightfoot (pty:pla))(Friedman, Andrew) (Entered: 01/30/2017)
01/30/2017	<u>133</u>	Notice of Appearance or Withdrawal of Counsel: for attorney Andrew H Friedman counsel for Plaintiffs Beverly Ann Hollis-Arrington, Crystal Monique Lightfoot. Adding Andrew H. Friedman as counsel of record for Beverly Hollis Arrington and Crystal Lightfoot for the reason indicated in the G-123 Notice. Filed by Attorney for Beverly Hollis-Arrington and Crystal Lightfoot Beverly Hollis Arrington and Crystal Lightfoot. (Friedman, Andrew) (Entered: 01/30/2017)
02/01/2017	<u>134</u>	

NOTICE TO FILER OF DEFICIENCIES in Electronically Filed Documents
 RE: Notice of Appearance, 132 . The following error(s) was found: Incorrect document is attached to the docket entry. In response to this notice the court may order (1) an amended or correct document to be filed (2) the document stricken or (3) take other action as the court deems appropriate. You need not take any action in response to this notice unless and until the court directs you to do so. (ak) (Entered: 02/01/2017)

PACER Service Center			
Transaction Receipt			
02/27/2017 10:08:45			
PACER Login:	seversonw0817:2752645:0	Client Code:	40002.0008
Description:	Docket Report	Search Criteria:	2:02-cv-06568-CBM-AJWX End date: 2/27/2017
Billable Pages:	12	Cost:	1.20

Exhibit E

ORIGINAL FILED

JUL 10 2011

LOS ANGELES SUPERIOR COURT

CRYSTAL MONIQUE LIGHTFOOT
BEVERLY ANN HOLLIS-ARRINGTON
22912 HARTLAND STREET
WEST HILLS, CA 91307
TEL: (818) 999-3561
FAX: (818) 316-3359

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
THE COUNTY OF LOS ANGELES
VAN NUYS DIVISION

CRYSTAL MONIQUE LIGHTFOOT

LC061596

BEVERLY ANN HOLLIS-ARRINGTON,

: Case No.:

Plaintiff,

Vs.

VERIFIED COMPLAINT FOR:

CENDANT MORTGAGE CORPORATION

1.) WRONGFUL FORECLOSURE

DBA PHH MORTGAGE,

2.) VOIDING OF THE TRUSTEE'S DEED.

FANNIE MAE,

3.) FRAUD AND DECIET

ROBERT O. MATTHEWS: (A MARRIED

4.) RACIAL DISCRIMINATION/VIOLATION OF THE UNRUH ACT: CIVIL CODE SECTION 51.5(a)

MAN),

5.) VIOLATION OF C.C.P. 2924 DUE TO FRAUD/QUITE TITLE AND ADVERSE POSESSION

ATTORNEYS EQUITY NATIONAL

6.) SALNDER OF TITLE

CORPORATION,

7.) NEGLEGENT MISREPRESENTATION

Defendants

8.) CIVIL CONSPIRACY
9.) INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

10.) ADVERSE POSESSION OF PROPERTY LOCATED AT 7106 MC LAREN AVE, WEST HILLS CALIFORNIA

11.) DECLATORY RELIEF

" DAMAND FOR JURY TRIAL"

JURISDICTION AND VENUE

1
2
3 1. Plaintiff, Crystal Monique Lightfoot and Beverly Ann
4 Hollis-Arrington are, and at all times herein mentioned were,
5 residents of Los Angeles, County, California

6 2. Defendant Cendant Mortgage Corporation, is, based upon the
7 information and belief of Plaintiffs, a corporation organized
8 under, and existing by virtue of, the laws of an unknown state
9 and is authorized to do business in the state of California.

10 3. Defendant Fannie Mae, is, based upon the information and
11 belief of Plaintiffs, a private corporation, with a government
12 charter, organized under, and existing by virtue of, the laws of
13 an unknown state and is authorized to do business in the State
14 of California with a corporate office located in Pasadena
15 California.

16
17 4. Defendant Attorneys equity National Corporation, is, based
18 upon the information and belief of Plaintiffs, a corporation
19 existing by virtue of, the laws of an unknown state, and is
20 authorized to do business in the State of California, with an
21 office located in Lake Forest, California.

22 5. Defendant, Robert O. Matthews, is based upon information
23 and belief of Plaintiffs, an individual, who purchased the
24 property located at 7106 McLaren Ave, West Hills, California,
25 from Ed Feldman and Harold Tennen, who were granted the

1 trustee's deed of the aforementioned property in which Plaintiff
2 claims adverse possession.

3 6. Plaintiff's seek damages in an amount greater than
4 \$75,000.00.

5
6
7 FACTS COMMON TO ALL COUNTS

8 7. Each and every allegation set forth in each and every
9 averment of this pleading hereby is incorporated by this
10 reference in each and every other averment and allegation of
11 this pleading

12 8. All acts and/or omissions perpetrated by each defendant
13 in their personal/or official capacity were ratified and
14 approved by all defendants, then and they were acting in the
15 capacity of, agents, servant or employee's of the Corporate
16 defendants with their full consent and ratification. All acts
17 were done with the expressed consent and knowledge of each
18 defendant, and were done with malice, callous, oppressive,
19 reckless and deliberate indifference to the rights of the
20 Plaintiff.

21
22 BACKGROUND AND HISTORY

23
24 9. On or about July 3, 1999, Plaintiff, Beverly Ann Hollis-
25 Arrington tendered a true and accurate loan application to

1 defendant, Cendant Mortgage Corporation, to refinance her then
2 home located at 7106 McLaren Ave, West Hills, Ca 91307. On or
3 about August 23, 1999, the aforementioned loan transaction was
4 funded, recorded and closed based on the information truthfully
5 submitted to Cendant Mortgage Corporation, herein referred to as
6 "Cendant".

7 10. On or about August 29, 1999, Defendant Cendant submitted
8 this Plaintiffs loan application (which was truthfully
9 submitted) to Defendant, Fannie Mae, by way of their desktop
10 underwriting system. Defendant Cendant, altered the truthful
11 information submitted to them, and in which they relied on to
12 fund the original aforementioned loan. The false information was
13 but is not limited to, the loan to values ratio's, the fact that
14 the Plaintiff had truthfully stated that she was self-employed
15 for most of the year, the fact that Plaintiff was a party to a
16 pending civil action, Plaintiff had several derogatory's on her
17 credit report, there was a prior foreclosure action, as shown on
18 the title report obtained by Cendant Mortgage, and the fact that
19 Plaintiff's reserves were over stated.

20 By altering this essential information, defendant Cendant would
21 generate an automatic "Accept" score from the desktop
22 underwriting system of Fannie Mae, without an actual underwriter
23 reviewing the file. A physical review, in all likelihood, should
24 have discovered the aforementioned deficiencies and resulted in
25 a declination by Fannie Mae. Cendant deliberately altered the

1 true information submitted to by them, which was truthfully
2 submitted to Cendant, and in which they funded the loan
3 originally with. Defendant, Fannie Mae, purchased the
4 aforementioned loan, which was truthfully submitted to
5 "Cendant", on or about September 1999. The aforementioned
6 information was provided to Plaintiff, Beverly Ann Hollis-
7 Arrington, upon a written inquiry submitted by Beverly Ann
8 Hollis-Arrington to Fannie Mae, in October 2000.

9 11. In early September 1999, the exact date is unknown to
10 Plaintiff, Crystal Monique Lightfoot, at this time, Defendant
11 Fannie Mae, purchased the aforementioned loan from Defendant
12 Cendant Mortgage Corporation. After this purchase on the
13 secondary Market, by Fannie Mae, Cendant Mortgage remained the
14 "SERVICER" of the aforementioned loan. On or about September 10,
15 1999, Plaintiff, Beverly Ann Hollis-Arrington, received a
16 payment coupon book from "Servicer", Cendant Mortgage; the
17 payment coupon erroneously reflected a monthly payment amount of
18 \$1370.00. Plaintiffs was unaware of any errors in the
19 calculations of they payments that did exist at this time, or
20 the fraudulent activity on the part of any defendant as it
21 related to the funding or selling of the aforementioned real
22 estate loan.

23 12. On or about October 2, 1999, Plaintiff, Beverly Ann
24 Hollis-Arrington, became ill with heart problems, coupled with
25 enormous legal expenses. Plaintiff, Beverly Ann Hollis-

1 Arrington's first house payment was due on October 1, 1999.

2 Plaintiffs being unaware of any problems with the loan amount,
3 escrow amount, amount financed and finance charges submitted an
4 application for a forbearance agreement in January 2000.

5 Plaintiff, Beverly Ann Hollis-Arrington was in arrears 3 months
6 at the time she submitted the request to modify her loan.

7 13. Cendant Mortgage Corporation, who was the "SERVICER" of
8 the loan acknowledged the receipt of plaintiff's request for a
9 forbearance agreement on or about February 20, 2000. "SERVICER",
10 Cendant Mortgage had performed an end of year review of
11 plaintiff, Beverly Ann Hollis-Arrington's impound account in
12 January 2000, as part of the service agreement and to correct
13 any deficiencies in the amounts due to handle the taxes, hazard
14 insurance, and PMI, if any was due on the account. Defendants,
15 Cendant Mortgage and Fannie Mae were aware at this time that the
16 payment amount had been miscalculated and the payments were
17 short by more than \$200.00 monthly. Defendants, Fannie Mae, and
18 Cendant entered into their scheme to deceive Plaintiff, Beverly
19 Ann Hollis-Arrington, at the time they discovered that the
20 payments were short by more than \$200.00 a month, In January of
21 2000.

22 14. A title search on the property located at 7106 Mc Laren
23 Ave, West Hills, Ca, revealed a substitution of trustee recorded
24 in the office of the Los Angeles County recorder on or about
25 April 24, 2000. A true copy, obtained from the Los Angeles

1 County recorder is attached hereto as exhibit "B". The
2 substitution recites in relevant part that: Cendant Mortgage
3 Corporation, the undersigned is the present beneficiary under
4 the deed of trust substitutes Attorney Equity National
5 Corporation in Place and stead of original trustee.

6 15. On April 24, 2000, the date of the recording of the
7 substitution of trustee, in the office of the Los Angeles County
8 recorder, "Fannie Mae" was the beneficiary, as all of "Cendants"
9 interest as the beneficiary had been assigned to Fannie Mae in
10 September, or there about, when the aforementioned loan had been
11 sold by "Cendant Mortgage Corporation", To "Fannie Mae", on the
12 secondary Market. The aforementioned document is false, as
13 Fannie Mae owned this loan at the time of the recording of this
14 document, in the office of the Los Angeles County recorder.
15 Cendant Mortgage was merely the loan "SERVICER" of the
16 aforementioned loan.

17 15. Between a period of early January 2000 and early May 2000,
18 Plaintiff, Beverly Hollis-Arrington attempted to enter in to a
19 forbearance agreement. "Servicer" Cendant Mortgage Corporation
20 with the approval and ratification of "Fannie Mae" refused to
21 accept any payments from Plaintiff, Beverly Hollis-Arrington,
22 for a five-month period while leading Plaintiff, Beverly Hollis-
23 Arrington, to believe that a forbearance agreement had already
24 been approved.

25

1 16. Plaintiff, Beverly Hollis-Arrington was in frequent
2 contact with Kevin Glover, in the loss mitigation department of
3 Cendant Mortgage Corporation. After receiving all documents
4 requested by Mr. Glover, Plaintiff, Beverly Hollis-Arrington,
5 was told by Mr. Glover, that He was approving the forbearance
6 agreement and that he was submitting the package for final
7 approval, with the first forbearance payment due in June of
8 2000. Mr. Glover stated that a contribution would be required
9 from the Plaintiff as a "good Faith" gesture. Plaintiff relied
10 on these misrepresentations for a period of five months, on May
11 10, 2000; one day before Plaintiffs home was set for trustee
12 sale, Plaintiff, Beverly Hollis-Arrington received a letter from
13 Cendant Mortgage Corporation, "The Servicer", stating that the
14 investor, "Fannie Mae", had denied the forbearance agreement.

15 17. In response to the aforementioned actions by
16 defendants Fannie Mae and Cendant Mortgage Corporation, and the
17 subsequent sale of Plaintiff's residence set for May 11, 2000,
18 Plaintiff, Beverly Hollis-Arrington, filed for chapter 13 in the
19 bankruptcy court to stop the May 11, 2000 sale of the
20 aforementioned property. Plaintiff, Beverly Hollis-Arrington,
21 was unaware of the need for defendants Fannie Mae and Cendant
22 Mortgage to foreclose on her home, due to a miscalculation of
23 her house payment continued to negotiate with Cendant to allow
24 her to cure the default on an accelerated schedule in order to
25 avoid bankruptcy, as there were only two items on the bankruptcy

1 petition. Plaintiff, Beverly Hollis-Arrington, appeared at the
2 341A meeting in June of 2000, Plaintiff informed the trustee
3 that she was attempting to avoid remaining in bankruptcy by
4 working out an accelerated payment schedule with Cendant
5 Mortgage and Fannie Mae. The chapter 13 Trustee noted the record
6 and stated that she would dismiss with no bar in the event that
7 things did not work out, Plaintiff could file for immediate for
8 protection under chapter 13 again. Plaintiff, Beverly Hollis-
9 Arrington, filed another bankruptcy in July 2000, the IRS filed
10 an erroneous claim for \$136,000.00 against plaintiff's July
11 bankruptcy, plaintiff's attempts to resolve the issues with the
12 IRS were unsuccessful; Plaintiff's July Bankruptcy was dismissed
13 with a 180 day bar. Plaintiff, Beverly Hollis-Arrington's, home
14 was again set to trustee sell, for September 18, 2000.

15 18. Plaintiff, Beverly Hollis-Arrington caused to be recorded
16 in the office of the Los Angeles, county recorder, a quitclaim
17 deed granting title of the aforementioned property, to her
18 daughter, and Plaintiff, Crystal Monique Lightfoot, who at all
19 times resided with Plaintiff, Beverly Hollis-Arrington. On
20 September 11, 2000, a subsequent bankruptcy was filed by
21 Plaintiff, Crystal Monique Lightfoot on September 14, 2000.

22 19. On September 14, 2000 plaintiff and her daughter caused
23 to be transmitted to Attorneys Equity National Corporation, the
24 purported trustee of Cendant Mortgage Corporation, and the
25 "Servicer" Cendant Mortgage, of the aforementioned loan, a copy

1 of the first page of the bankruptcy petition, stating that A
2 bankruptcy had been filed in the name of Crystal Lightfoot, and
3 informing the "False trustee", Attorney Equity National
4 Corporation, that the property located at 7106 McLaren ave, West
5 Hills, Ca had been transfer to Ms. Lightfoot by way of quitclaim
6 deed. Additionally, the United States bankruptcy court sent
7 notice to Cendant Mortgage Corporation and Attorneys Equity
8 service that a bankruptcy had commenced, showing the trustee's
9 sale number and the loan number, as part of the creditors
10 mailing list, this notification was mailed by the bankruptcy
11 court on September 14, 2000.

12 19. On September 16, 2000 Fannie Mae and Cendant Mortgage
13 Corporation and the trustee ignored all notifications of a
14 bankruptcy and violated the "automatic Stay", by proceeding with
15 the trustee's sale on September 16, 2000, of the residence
16 located at 7106 McLaren Ave, West Hills, Ca.

17 20. On or about October 22, 2000, an agent from coastland
18 realty appeared at the property of Plaintiff, Crystal Lightfoot,
19 to start eviction procedures, agent Young was notified that if a
20 sale had taken place, it was in violation of the bankruptcy
21 automatic stay, and was therefore "VOID".

22 21. On or about October 18, 2000, Plaintiff, Beverly Hollis-
23 Arrington filed a lawsuit in the United States District Court,
24 Los Angeles, California against "Cendant Mortgage Corporation".
25

1 The action is currently on appeal to the 9th circuit court of
2 appeals.

3
4 22. Defendants Cendant Mortgage, Fannie Mae and attorneys
5 National Corporation, conspired together to reset a trustee sale
6 date of February 6, 2001 and file the notice of rescission of
7 the trustee's upon sale on the same day, February 6, 2001, in
8 which a new trustees sale was scheduled to insure that the
9 property would go back to one of the defendants or a bona fide
10 purchaser, in order to insure that Plaintiff, Crystal Lightfoot,
11 could not refinance or reclaim the property located at 7106
12 McLaren Ave, West Hills, Ca.

13
14 23. On or about October 20, 2000, Andrea Jenkins of the
15 Foreclosure department from Cendant Mortgage Corporation
16 telephoned Plaintiff, Beverly Hollis-Arrington to state that she
17 had postponed the trustee sale, which was set for November 11,
18 2000, to January 15, 2001, to allow Plaintiffs, to refinance the
19 property located at 7106 McLaren Ave, West Hills, Ca. This was
20 false, and Ms. Jenkins knew that she was misrepresenting the
21 intention to postpone the trustee sale set by Cendant Mortgage,
22 "the Servicer" and Fannie Mae "the Assignee of all beneficiary
23 interest" in the loan.

24 24. "Attorney's Equity Nation Corporation", the falsely
25 alleged trustee, held the trustee's sale on September 16, 2000,

1 and issued a trustee's deed to Cendant Mortgage Corporation, the
2 trustee's deed was recorded on 8/23/00. Cendant Mortgage claims
3 that they were the beneficiary were false, both Cendant
4 Mortgage as the "Servicer" and Fannie Mae, the "assignee" knew
5 this was false and a misrepresentation of the truth.

6 A title search conducted at the request of Plaintiff,
7 Crystal Monique Lightfoot revealed, that between a period of
8 September 16, 2000 and February 6, 2001, All defendants,
9 conspired together to hold a trustee sale in violation of the
10 automatic stay, then agreed among themselves (Cendant, Fannie
11 Mae and Attorneys equity Nation Corporation), to withhold the
12 rescission of the trustee's deed upon sale, as required by
13 [Civil code section 1058.5(b)], to restore the condition of the
14 record title and the priority of all liens to the status before
15 the recordation of the trustee's deed.

16 25. Andrea Jenkins, of Cendant Mortgage Corporation, the
17 "Servicer" and Fannie Mae the "assignee" was aware
18 that the aforementioned loan could not be refinanced,
19 as the title had been transferred by way of the
20 trustee's deed, issued at the trustee sale, held in
21 violation of the bankruptcy automatic stay, on
22 September 16, 2000. Ms. Jenkins, knew that her
23 representation of a postponed trustee sale was false,
24 and that, Plaintiff, Crystal Lightfoot, could not
25 refinance the property which was transferred by

1 defendants, Cendant Mortgage Corporation, Fannie Mae,
2 And Attorneys Equity National Corporation, who did not
3 restore the condition of the title when they all were
4 informed that the trustee's sale had been invalidated
5 by a pending bankruptcy.

6
7 26. Defendants Cendant Mortgage Corporation, and Fannie
8 Mae has entered into an agreement to target "Black"
9 consumers within the State of California, to identify
10 consumers in trouble with their Real Estate loans,
11 Cendant Mortgage or their indirect wholly owned
12 subsidiary steers loans which they know do not meet
13 their credit standards.

14
15
16 27. Cendant Mortgage then manipulates the credit
17 information and makes an "A" paper loan. Immediately after
18 funding the loan that are below credit standards, with
19 delinquencies, prior foreclosure action, no verification of
20 prior payment history and no or little reserves, and a history
21 of being in trouble with making payments on their property.
22 Cendant Mortgage then, submits this information to Fannie Mae
23 by way of the desktop underwriting system. Cendants Mortgage
24 manipulates the information submitted, to Fannie Mae to obtain
25 an automatic "Accept" score.

1 28. Cendant Mortgage and Fannie Mae then await the "Black"
2 consumer to default on the loan and immediately move in to
3 foreclose.

4 29. Defendant Attorneys equity National Corporation then with
5 full knowledge of Cendants and Fannie Mae's illegal actions
6 publishes the defaults and trustee's sales. Defendants,
7 Cendant Mortgage, Fannie Mae, and Attorneys Equity National
8 Corporation are all aware of the nefarious plans and
9 illegal acts perpetrated by one another.

10 30. Defendant Matthews purchased the property located at 7106
11 McLaren Ave, West Hills, Ca, in which Plaintiff Crystal
12 Lightfoot claims adverse possession. Defendant, Cendant
13 Mortgage, by and through a wholly owned subsidiary, PHH
14 mortgage, also finances Matthews loan, their dba is PHH DBA
15 Cendant Mortgage Corporation.

16
17 WRONGFUL FORECLOSURE: AGAINST; CENDANT MORTGAGE; FANNIE MAE
18 AND ATTORNEYS EQUITY NATIONAL CORPORATION

19
20 31. Plaintiff, Crystal Lightfoot "ONLY", repeats and repleads
21 paragraph 1 through 31 of the complaint as though fully set
22 forth in this pleading. Plaintiff, Crystal Lightfoot
23 alleges that on June 29, 2001 when the property located at
24 7106 McLaren Ave, West Hills, Ca was sold by the purported
25 trustee, Attorneys Equity service, Cendant Mortgage who

1 acted as beneficiary to substitute the trustee on the deed
2 of trust was without power to do so. Cendant Mortgage made
3 the substitution by falsely stating that they were the
4 beneficiaries, when in fact Fannie Mae, was the assignee.
5 Therefore, all acts associated with default and subsequent
6 trustee sale were wrongful, as the trustee was also aware
7 that the actions of the defendants rendered the sale
8 wrongful.

9
10 VOIDING OF TRUSTEE'S DEED

11
12
13 32. Plaintiff, Crystal Monique Lightfoot "ONLY" makes the claim
14 to void trustee's deed. Plaintiff, Crystal Monique
15 Lightfoot repeats and repleads paragraph 1 through 31 as
16 though fully set forth in this pleading. Whereas the
17 original deed of trust names First American title insurance
18 company as the trustee, with Cendant Mortgage Corporation
19 as the beneficiary, whereas, the loan of Beverly Ann
20 Hollis-Arrington was sold on the secondary Market on or
21 about September 20, 1999, one month after Cendant Mortgage
22 funded the loan. Fannie Mae, as the assignee, "ONLY" could
23 substitute the beneficiary from First American title
24 insurance corporation. All acts by Attorneys equity
25

1 National Corporation are "VOID", as they were appointed by
2 Cendant Mortgage, claiming to be the beneficiary.

3
4
5 FRAUD AND DECEIT: AGAINST CENDANT MORTGAGE; FANNIE MAE;
6 AND ATTORNEYS EQUITY NATIONAL COPORATION

7
8 33. Plaintiff, Crystal Monique Lightfoot and Beverly Ann

9 Hollis-Arrington makes the following allegation for fraud
10 and deceit. Plaintiffs, repleads and repeats paragraphs 1
11 through 31 as though fully set forth in this pleading.

12 34. Plaintiff, Crystal Monique Lightfoot and Beverly Ann

13 Hollis-Arrington makes the following allegations of fraud:
14 On April 24, 2000 the filing of the substitution of trustee
15 by defendant Cendant Mortgage Corporation, Cendant Mortgage
16 knew that this document was false, Cendant Mortgage
17 misrepresented their position as "Servicer" to be the
18 beneficiary, Plaintiff, Beverly Ann Hollis-Arrington and
19 Crystal Lightfoot justifiable relied on this
20 misrepresentation and filed one of five bankruptcies
21 attempting to save the property located at 7106 McLaren
22 Ave, West Hills. Defendant Cendant Mortgage knew or should
23 have known that Plaintiff would rely on this information,
24 which resulted in injury to plaintiff's credit and the
25 ultimate loss of their home.

1 35. Plaintiffs, Crystal Monique Lightfoot and Beverly Ann
2 Hollis-Arrington, repeats and repleads paragraphs 1 through
3 31 as though fully set forth in this pleading.

4 36. On or about October 20, 2000, Defendants, Cendant Mortgage,
5 the "Servicer" and Fannie Mae, the "assignee", by and
6 through employee Andrea Jenkins of Cendants foreclosure
7 department, called plaintiff, Beverly Ann Hollis-Arrington,
8 Ms. Jenkins misrepresented that Cendant and Fannie Mae,
9 would postpone a trustee's sale set for November 2000 to
10 allow Plaintiffs to refinance their home.

11 37. This in fact was a false representation, Ms. Jenkins of
12 Cendant Mortgage, "the servicer" was aware that defendants
13 Cendant Mortgage and Fannie Mae "the Assignee" had
14 conducted a trustee sale by and through the alleged
15 trustee, Attorneys Equity National Corporation.

16 38. Defendants acted intentionally to induce Plaintiffs to act
17 on the misrepresentation that the property was in the
18 Plaintiff's name, when in fact Ms. Jenkins knew that,
19 Cendant, Fannie Mae and Attorneys equity National
20 Corporation had conspired together to hold a trustee sale
21 in violation of the automatic stay, and when they became
22 aware of the invalidation of the sale by a pending
23 bankruptcy of Plaintiff, Crystal Monique Lightfoot.

24 39. Defendants, Cendant Mortgage Corporation, Fannie Mae and
25 Attorneys Equity National Corporation, were aware that the

1 title had not been restored as required by California Civil
2 Code 1058.5(b). Defendant knew that plaintiffs could not
3 obtain refinancing, on property which had been transferred
4 by trustee's deed to Cendant Mortgage Corporation, and
5 recorded on 9/23/00/

6 40. As a result plaintiffs suffered damages to their credit,
7 with numerous bankruptcies, and the subsequent loss of
8 their home.

9
10 RACIAL DISCRIMINATION/ VIOLATION OF THE UNRUH ACT CIV. CODE

11 51.5(b): AGAINST: CENDANT MORTGAGE: FANNIE MAE: ATTORNEYS EQUITY

12
13 41. Plaintiffs, Crystal Monique Lightfoot and Beverly Ann
14 Hollis-Arrington, repeats and repleads paragraphs 1 through 31
15 as though fully set forth in this pleading.

16 Plaintiffs allege that Cendant Mortgage Corporation, Fannie
17 Mae and Attorneys Equity National Corporation, has formed a
18 conspiracy to discriminate against "BLACK" consumers, seeking
19 refinancing of their real property in the State of California.

20
21 42. Plaintiffs learned that they had been injured by way of the
22 discriminatory policies toward "BLACK" applicants in
23 despair with their mortgages, in Late September 2001. The
24 unlawful discriminatory scheme seems to work in this
25 fashion, Defendant Cendant Mortgage takes the initial

1 application either directly or indirectly through it wholly
2 owned subsidiary and DBA, PHH. Cendant Mortgage then
3 identifies the race of the applicant by way of the
4 application. If the applicant is determined to be "BLACK",
5 and their credit does not meet the standard to loan on "A"
6 paper, Cendant Mortgage then doctors the application to
7 meet the scoring system, and obtain underwriting, despite
8 the fact that the "BLACK" applicant is not credit worthy.

9 43. Defendant Cendant Mortgage then initially funds the loans
10 of the "BLACK" applicant then turns around within 30 days
11 and sells the loans on the secondary market to Fannie Mae.

12 44. Defendant Cendant Mortgage alters the application to
13 generate an automatic accept score from Fannie Mae. Fannie
14 Mae is aware of this policy, when the "BLACK" applicant
15 defaults on the loan, which in most cases they do and as we
16 did, Fannie Mae takes the property to resale sometimes at a
17 higher value, and other times to bolster their portfolio.

18 45. Plaintiffs further alleges that the applications are
19 evaluated differently from "WHITE" applicants in that the
20 "BLACK" applicants are considered for non-creditworthiness
21 as opposed to "WHITE" applicants that are considered for
22 creditworthiness.

23 46. Plaintiffs allege that "BLACK" applicants are discriminated
24 against as they are expected are set up to fail as opposed
25 to white applicants who these defendant set out to help.

1 47. Plaintiffs allege that they were treated differently from
2 "WHITES" from the beginning of the loan process to the
3 foreclosure of their home. Plaintiffs are both "BLACK"
4

5 VIOLATION OF CIV. CODE 2924 DUE TO FRAUD QUITE TITLE AND
6 ADVERSE POSSESSION: AGAINST: CENDANT MORTGAGE CORPORATION: FANNIE
7 MAE: ROBERT MATTHEWS: AND ATTORNEYS EQUITY NATIONAL
8

9 48. Plaintiff Crystal Monique Lightfoot "ONLY" makes the
10 allegation for violation of Civil Code 2924 due to fraud.
11 Plaintiff, Crystal Monique Lightfoot, repeats and repleads
12 paragraph 1 through 31 as though fully set forth in this
13 pleading.

14 49. California Civil code set forth a statutory scheme for
15 foreclosing non-judicially on a property. Plaintiff Crystal
16 Lightfoot alleges that defendants, Cendant Mortgage, Fannie
17 Mae and Attorneys Equity National Corporation violated that
18 scheme through fraud.

19 50. Plaintiff, Crystal Monique Lightfoot alleges that
20 defendants, Cendant Mortgage Corporation, Fannie Mae And
21 Attorneys Equity service conspired together to misrepresent
22 that Cendant was the beneficiary of the loan of Plaintiffs
23 mother, Beverly Ann Hollis-Arrington, Cendant Mortgage set
24 forth a notarized substitution of trustee. Cendant and Fannie
25 Mae knew that this was false.

1 51. Defendants misrepresented the truthfulness of being the
2 beneficiary with the full knowledge that this was false.
3 Defendants induced Plaintiff's mother to justifiably rely
4 on this misrepresentation, where by she filed 3
5 bankruptcies in an attempt to save our home. Thereafter,
6 this plaintiff relied on the misrepresentation and
7 attempted to avoid the sale of the family home by
8 bankruptcy and attempted refinancing.

9 52. Plaintiff, Crystal Monique Lightfoot was injured in her
10 credit and the loss of her home as a result of the
11 misrepresentation.

12 53. Plaintiff, Crystal Lightfoot alleges that Cendant Mortgage
13 was without power to substitute a new trustee, as they were
14 the "servicer" of the loan at the time the substitution was
15 recorded and without power to substitute a trustee under
16 the deed of trust in which they assigned all beneficial
17 interest to Fannie Mae when the loan was purchased in
18 September 1999. Therefore, Attorneys Equity was not the
19 trustee and had no power to hold the trustee sale of
20 property located at 7106 McLaren Ave. West Hills, Ca

21 54. Plaintiff, Crystal Monique Lightfoot "ONLY", asserts that
22 she is the person who has title to the property located at
23 7106 McLaren ave, West Hills, Ca. Plaintiff asserts that
24 the aforementioned property had been deeded to her by her
25

1 mother, Beverly Hollis-Arrington by quite claim deed on
2 September 11, 2000.

3 55. Plaintiff, Crystal Monique Lightfoot, asserts that Cendant
4 Mortgage falsified the notarized the document filed with
5 the Los Angeles County recorder, stating that "Cendant
6 Mortgage Corporation was the "Beneficiary", when in fact,
7 Cendant Mortgage was the "SERVICER" of the loan, and Fannie
8 Mae was the beneficiary under an assignment which occurred
9 in September 1999.

10 56. Plaintiff, Crystal Monique Lightfoot, asserts that when the
11 sale of the property located at 7106 McLaren Ave, West
12 Hills, Ca was transferred to Ed Feldman And Harold Feldman,
13 by a trustees deed On June 29, 2001, Alleged trustee
14 "Attorneys Equity National Corporation" was not the trustee
15 and had no power to transfer ownership from Plaintiff.

16 57. Plaintiff, Crystal Monique Lightfoot "ONLY", claims an
17 "ADVERSE CLAIM", in the property commonly known as: 7106
18 McLaren Ave, West Hills, Ca. The legal description of the
19 property in which plaintiff, Crystal Monique Lightfoot
20 claims "ADVERSE CLAIM" to is: Lot 52 of tract 21399, in the
21 city of Los Angeles, as per map recorded in book 601 pages
22 42 to 45 inclusive of maps, in the office of the county
23 recorder of said county. Except therefrom all oil, gas
24 mineral and hydrocarbon substances lying below a depth of
25 five hundred (500) vertical feet from the surface of said

1 land but without right of entry to or for said surface, as
2 granted to Morris Kawin, by deed recorded November 26, 1956
3 in book 52936 page 162, official records, "THE TITLE
4 TOWHICH THIS PLAINTIFF CLAIMS ADVERSE POSESSION.

5 58. Plaintiff, Crystal Monique Lightfoot, seek a determination
6 as of July 18, 2002 as to her "CLAIM OF ADVERSE POSESSION",
7 title, which is now held by "ROBERT MATTHEWS", a married
8 man.

9 59. Plaintiff, Crystal Monique Lightfoot "ONLY, alleges that
10 defendant Robert Matthews claim an adverse interest in the
11 aforementioned real property owned by plaintiff, Crystal
12 Monique Lightfoot, that such claim is without right, and
13 that the defendant, Robert Matthews have no estate, title
14 or interest in the property.

15
16 SLANDERER OF TITLE: AGAINST: CENDANT MORTGAGE CORPORATION:

17 FANNIE MAE AND ATTORNEYS EQUITY NATIONAL CORPORATION
18

19 60. Plaintiff, Crystal Monique Lightfoot, "ONLY" repeats and
20 repleads paragraph 1 through 31 as though fully set forth
21 in this pleading.

22 61. On September 16, 2000, Defendants, Cendant Mortgage
23 Corporation, Fannie Mae and Attorneys Equity Corporation
24 caused to be published a trustee's deed granted to "Cendant
25 Mortgage Corporation". The publication was false the

1 defendants knew it to be false, and made the publication
2 without regard to its truthfulness.

3 62. Defendants, Cendant Mortgage Corporation, Fannie Mae, and
4 Attorneys Equity National Corporation maliciously published
5 and caused to be published a statement disparaging to the
6 title of this Plaintiff, the statement was reasonable
7 understood to cast doubt upon the existence of this
8 Plaintiffs interest in the property located at: 7106
9 McLaren Ave, West Hills, Ca 91307, as a result of the
10 malicious publication, this Plaintiff suffered damages in
11 the loss of more than \$50,000.00 in equity in the property.

12 63. Defendants succeeded in casting a legal cloud on the title
13 of the property. Although the sale was "VOIDED" by a
14 pending bankruptcy filed by this Plaintiff, defendants did
15 not rescind the trustees deed for a period of five months,
16 September 16, 2000 through February 6, 2001, therefore the
17 title was not restored to this Plaintiff and there was no
18 way to refinance the property as the title had been vested
19 to "CENDANT MORTGAGE" by the trustee's deed. This action
20 was malicious and calculated to deprive this plaintiff of
21 her interest in the aforementioned property.

22 64. Defendants recording of the trustees deed dated September
23 16, 2000 made a false claim to the real property located at
24 7106 McLaren Ave, West Hills, Ca and was disparaging, as it
25 clouded the title on the property. The document was untrue.

NEGLEGENT MISREPRESENTATION: AGAINST: CENDANT MORTGAGE CORPORATION: FANNIE MAE: ATTORNEYS EQUITY NATIONAL CORPORATION

65. Plaintiffs, Crystal Monique Lightfoot and Beverly Hollis-Arrington, repeats and repleads paragraphs 1-31 as though fully set forth in this pleading.

66. Plaintiff, Crystal Monique Lightfoot, talked with Andrea Jenkins, of Cendant Mortgage foreclosure department on or about October 23, 2000. Plaintiff explained that the property located at 7106 McLaren had been quite deeded to her by her mother and Plaintiff, Beverly Hollis-Arrington.

67. Ms. Jenkins misrepresented to this plaintiff that she was postponing a trustee sale set for early November 2000, this would give plaintiffs a chance to refinance their home.

68. Ms Jenkins had no reasonable grounds for believing this representation to be true as she was at all times aware that "Attorney's Equity" had held a trustee's sale on the property on September 16, 2000 in violation of the automatic stay, and transferred the title of the property to "CENDANT MORTGAGE CORPORASTION" and ratified by Fannie Mae.

69. Ms. Jenkins, who represented Cendant Mortgage and Fannie Mae, intended these plaintiffs to rely on this misrepresentation and not seek the help necessary to

1 restore the property and the liens to the status quo, as
2 envisioned by civil code 1058.5(b).

3 70.Plaintiffs did so justifiably rely on the misrepresentation
4 that the property was in the name of plaintiff, Crystal
5 Lightfoot, and sought refinancing on the property.

6 Plaintiffs were totally unaware that the property had been
7 transferred and remained in the name of Cendant Mortgage
8 Corporation.

9 71.As a proximate cause of this misrepresentation Plaintiffs
10 were denied all request to refinance the property although
11 they could find no reason for these denials. Plaintiff
12 suffered damages by lost the equity valued at more than
13 \$50,000.00 in the property located at 7106 McLaren Ave,
14 West Hills, Ca

15 CIVIL CONSPIRACY: AGAINST: CENDANT MORTGAGE COPRORATION:
16 FANNIE MAE: AND ATTORNEYS EQUITY NATIONAL CORPORATION.

17
18 72.Plaintiff, Crystal Monique Lightfoot "ONLY", repeat and
19 replead paragraphs 1-31 as though fully set forth in this
20 pleading.

21 73.Plaintiff Crystal Monique Lightfoot "ONLY" alleges,
22 That defendants, Cendant Mortgage Corporation, Fannie Mae,
23 and Attorney Equity National Corporation formed an
24 operation of conspiracy in furtherance of a common design
25 to injure Plaintiff, Crystal Monique Lightfoot. Plaintiff,

1 Crystal Monique Lightfoot, further alleges that the
 2 defendants, Cendant Mortgage, Fannie Mae, and Attorneys
 3 Equity National Corporation owed a legal duty of care in
 4 foreclosing on the Plaintiffs property located at 7106
 5 McLaren Ave, West Hills, Ca, that aforementioned defendants
 6 breached that duty, and as a result, injured this Plaintiff
 7 by loss of income, and loss of equity in the property.

8 74. Plaintiff Crystal Monique Lightfoot, further alleges that
 9 the acts of the conspiracy were unlawful, as to racial
 10 discrimination, and fraud, that the aforementioned
 11 defendants set out to willfully discriminate against the
 12 Plaintiffs as "BLACK" consumers and perpetrate predatory
 13 lending on said plaintiffs, by treating the plaintiff,
 14 Beverly Hollis-Arrington's loan application differently
 15 then "WHITE" applicants, and misusing the foreclosure
 16 procedure by way of fraud to purposely publish false
 17 statements.

18 75. Plaintiff, Crystal Monique Lightfoot, further alleges that
 19 each of the aforementioned defendants participated directly
 20 or indirectly in the conspiracy and approved and or
 21 ratified the acts of the other co-conspirators.

22
 23
 24 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS: AGAINST: CENDANT
 25 MORTGAGE: FANNIE MAE: AND ATTORNEY EQUITY NATIONAL CORPORATION

1 76. Plaintiffs allege that it was despicable conduct and a
2 willful and conscious disregard for the Plaintiffs rights
3 for defendants, Cendant Mortgage, Fannie Mae and Attorney
4 Equity National Corporation to wrongfully foreclose on the
5 home of the plaintiffs, perpetrate racial discrimination on
6 the plaintiffs, withhold the filing of the rescission of
7 the trustee's deed from a period between September 16, 2000
8 to February 6, 2000.

9 77. It was despicable conduct and willful and conscious
10 disregard for plaintiffs rights for the aforementioned
11 defendants to mislead the plaintiffs on or about October
12 22, 2000 to believe that the property located at 7106
13 McLaren Ave, West Hills, Ca, was still in the name of
14 Crystal Monique Lightfoot, and prevent these plaintiffs
15 from refinancing the aforementioned property.

16 78. It was despicable conduct and a willful and conscious
17 disregard for the plaintiffs right for the aforementioned
18 defendants with knowledge that the beneficiary was not
19 "Cendant Mortgage" but "Fannie Mae" to willfully record a
20 false substitution in order in a conspiracy to violate
21 California's civil code section 2924 by way of fraud.

22 79. OPPRESSION (OPPRESSIVE)

23 The despicable conduct of the defendant as set forth above,
24 subjected both plaintiffs to cruel and unjust hardship in
25

1 conscious disregard of plaintiffs rights for the reasons
2 set forth hereinabove.

3 80. FRAUD (FRAUDULENT) because defendants, Cendant Mortgage and
4 Fannie Mae intentionally misrepresented to Plaintiffs that
5 the title had not been disturbed and that plaintiffs were
6 free to obtain refinancing on the property located at 7107
7 McLaren Ave, West Hills, Ca, while knowing full well that
8 they had held a trustee sale in violation of the automatic
9 stay and willfully withheld restoring the title and
10 encumbrances to the status quo immediately upon learning
11 that the sale had been "INVALIDATED", was extreme and
12 outrageous conduct unacceptable in a civilized society in
13 which obtaining a real estate loan is an essential element
14 of home ownership. The conduct was intended (or the conduct
15 was so grossly negligent was to constitute intentional
16 conduct) to cause severe emotional distress and did in fact
17 cause severe emotional distress to plaintiffs.

18 81. As a proximate result of the conduct of the defendants, and
19 each of them, Plaintiffs, Crystal Monique Lightfoot and
20 Beverly Hollis-Arrington suffered nervousness, crying
21 spells, sleeplessness all requiring medical treatment and
22 resulting in medical expenses, loss of income, loss of
23 equity in property, loss of property, and general damages
24 all according to proof but in an amount clearly in excess
25 of \$25,000.00.

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82. The defendants conduct constitute malice, oppression, and fraud as defined in the California Civil Code section 3294, and Plaintiffs should recover, in addition to actual damages, damages to make an example of and punish defendants.

PRAYER FOR JUDGMENT

FIRST CAUSE OF ACTION- WRONGFUL FORECLOSURE

1. For voiding of the trustees deed and restoring a valid and marketable title to Plaintiff, Crystal Monique Lightfoot, and damages in excess of \$25,000.00

2. SECOND CAUSE OF ACTION- VOIDING OF TRUSTEES DEED.

3. THIRD CAUSE OF ACTION- FRAUD AND DECIET- For damages in am amount according to proof but in excess of \$25,000.00

4. RACIAL DISCRIMINATION/ VIOLATION OF THE UNRUH ACT- For treble damages in an amount according to proof but in an amount in excess of \$25,000.00

5. VIOLATION OF C.C. 2924 BY FRAUD- "VOIDING' of the trustee's deed, for damages in an amount in excess of \$25,000.00; for punitive damages, compensatory damages

- 1 6. **SALNDER OF TITLE-** For damages in an amount
2 according to proof but in excess of
3 \$25,000.00, compensatory damages, punitive
4 damages.

- 5
6 7. **NEGLEGENT MISREPRESENTATION-** For general
7 damages, punitive damages, exemplary damages,
8 in an amount according to proof but in excess
9 of \$25,00.00, ACTUAL DAMAGES, exemplary
10 damages, punitive damages, for damages
11 according to proof.

- 12
13 8. **CIVIL CONSPIRACY-** For general damages in
14 excess of \$25,000.00

- 15
16 9. **ADVERSE POSESSION- DECLATORY RELIEF IN THE**
17 **FORM OF RESTORING A MARKETABLE TITLE TO**
18 **PLAINTIFF, CRYSTAL MONIQUE LIGHTFOOT.**

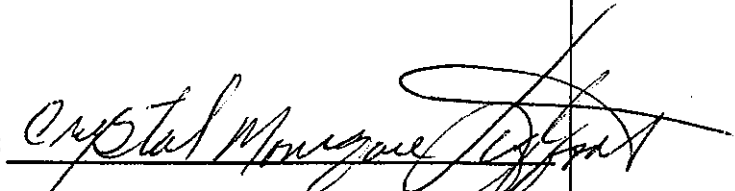
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VERIFICATION BY PLAINTIFFS

1
2
3 Plaintiffs, Crystal Monique Lightfoot and Beverly
4 Hollis-Arrington reside in the state of California. Our
5 address is 22912 Hartland Street, West Hills, Ca 91307.
6 We are the Plaintiff in this action and make this
7 affidavit: That we have read the foregoing Verified
8 Complaint and are informed and believe that the matters
9 stated herein are true.

10
11 We declare under the penalty of perjury under the
12 laws of the State of California that the foregoing is
13 true and correct.

14
15 DATED: JULY 18, 2002

16 BY: 
CRYSTAL MONIQUE LIGHTFOOT

17
18
19
20 BY: 
21 BEVERLY HOLLIS-ARRINGTON

22
23 " DEMAND FOR JURY TRIAL"
24
25

EXHIBIT "A"



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
P.O. BOX 53195, LOS ANGELES, CALIFORNIA 90053-0195 / (562) 462-2133

CONNOR B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code.

Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.





LEAD SHEET

01-0211956

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
FEB 08 2001
AT 8 A.M.

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

FEE \$13	FF
DAF \$2	
C-20	3

D.T.T.

CODE

20

CODE

19

CODE

9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

BENEFIT LAND TITLE INSURANCE CO.

RECORDING REQUESTED BY,
and WHEN RECORDED MAIL TO:

01 0211956

ATTORNEYS EQUITY
NATIONAL CORPORATION
23721. BIRTCHER DRIVE
LAKE FOREST, CA 92630

Loan# 3310216
T.S.# 42514-F

NOTICE OF RESCISSION OF TRUSTEE'S DEED UPON SALE

This notice of Rescission is made this 6TH day of FEBRUARY, 2001,
with respect to the following:

- 1) That ATTORNEYS EQUITY NATIONAL CORPORATION is the duly appointed Trustee under that certain Deed of Trust dated 08/16/99 and recorded 08/23/99 as Instrument # 99-1576096, Book -----, Page ---- - wherein BEVERLY A. HOLLIS-ARRINGTON is/are named as Trustor(s), FIRST AMERICAN TITLE INSURANCE CO. is named as Trustee, and CENDANT MORTGAGE CORPORATION is named as Beneficiary
- 3) That the Deed of Trust encumbers real property in the County of LOS ANGELES, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
- 4) That by virtue of a default under the terms of the Deed of Trust, the Beneficiary did declare a default, as set forth in a Notice of Default recorded 01/20/00 as Instrument # 00-80973, Book -----, Page ----- in the office of the County Recorder of LOS ANGELES County, California;
- 5) That the Trustee has been informed by the Beneficiary that the Beneficiary desires to rescind the Trustee's Deed recorded upon the foreclosure sale which was conducted in error due to a failure to communicate timely, notice of conditions which would have warranted a cancellation of the foreclosure sale which did occur on 09/18/00;
- 6) That the express purpose of this Notice of Rescission is to return the priority and existence of all title and lien holders to the status quo-ante as existed prior to the trustee's sale.

Now therefore, the undersigned hereby rescinds the trustee's sale and purported Trustee's Deed Upon Sale dated 09/18/00 and recorded 09/21/00 as Instrument # 2000-1484793, Book , Page in LOS ANGELES County, California, from ATTORNEYS EQUITY NATIONAL CORPORATION (Trustee) to CENDANT MORTGAGE(Grantee) is hereby rescinded, and is and shall be of no force and effect whatsoever. The Deed of Trust dated

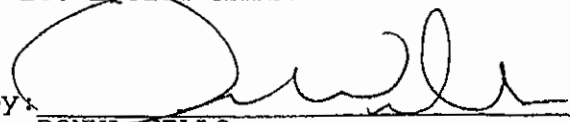
(tbh866)

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08/16/99, and recorded 08/23/99 as Instrument # 99-1576096, Book ---
---, Page -----, is in full force and effect.

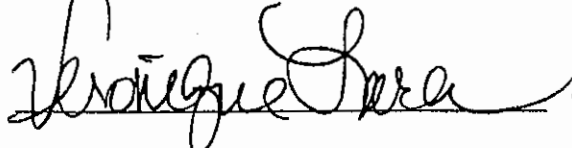
Date: 02/06/01

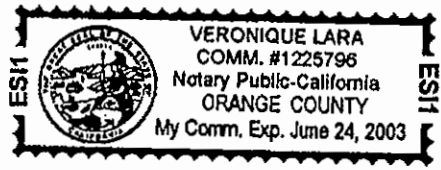
ATTORNEYS EQUITY NATIONAL CORPORATION

by: 
DONNA WELLS
Vice President

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On this 6TH day of FEBRUARY, 2001, before me, VERONIQUE LARA, a Notary Public in and for said County and State, personally appeared DONNA WELLS, personally known to me (or proved 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 this instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature:  (seal)



01 0211956

ORDER NO.: 9934971.11

4

EXHIBIT "A"

LOT 52 OF TRACT 21399, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 601, PAGES 42 TO 45 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF FIVE HUNDRED (500) VERTICAL FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT RIGHT OF ENTRY TO OR FOR SAID SURFACE, AS GRANTED TO MORRIS KAWIN, BY DEED RECORDED NOVEMBER 26, 1956 IN BOOK 52936, PAGE 162, OFFICIAL RECORDS.

EXHIBIT "B"



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
P.O. BOX 53195, LOS ANGELES, CALIFORNIA 90053-0195 / (562) 462-2133

CONNOR B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code.

Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.





LEAD SHEET

00 0611188

RECORDED/FILED IN OFFICIAL RECORDS	
RECORDER'S OFFICE	
LOS ANGELES COUNTY	
CALIFORNIA	
APR 24 2000	AT 8AM.

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

FEE \$10	0
DAF \$2	
C-20	2

D.T.T.

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

2

9934971-11

BENEFIT LAND TITLE INSURANCE CO.

00 0611188

RECORDING REQUESTED BY,
and WHEN RECORDED MAIL TO:

ATTORNEYS EQUITY NATIONAL
CORPORATION
23721 BIRTCHER DRIVE, LAKE
FOREST, CA 92630
Phone (949) 707-5543

Trustee Sale Number: 42514-F CA Loan #: 3310216 TSG #: 9934971-11

SUBSTITUTION OF TRUSTEE

WHEREAS, BEVERLY A. HOLLIS ARRINGTON was the original Trustor, FIRST AMERICAN TITLE INSURANCE CO. was the original Trustee, and CENDANT MORTGAGE CORPORATION was the original Beneficiary under that certain Deed of Trust dated 08/16/99 Recorded on 08/23/99 as Document# 99-1576096 of Official Records in the office of the Recorder of LOS ANGELES County, California, and

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

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in the place and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes ATTORNEYS EQUITY NATIONAL CORPORATION as Trustee under said Deed of Trust.

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

DATE: 01/18/00

CENDANT MORTGAGE CORPORATION

x Marc J Hinkle
Marc J Hinkle/Vice President

STATE OF New Jersey
COUNTY OF Burlington

On 3-17-00, before me Andrea P. Finkel,
personally appeared Marc J Hinkle/Vice President,
personally known to me (or proved 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.

Signature Andrea P Finkel (seal)

Andrea P. Finkel
Notary Public of New Jersey
My commission expires August 26, 2004

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AFFIDAVIT

Trustee's sale number: 42514-F

State of California }
County of Orange }

On 4/10/10 the undersigned personally mailed by certified mail a copy of the attached Substitution of Trustee to the Trustee of record under the Deed of Trust described in said Substitution, and a copy of the attached Substitution has been mailed prior to the recording thereof, in the manner provided in Section 2924 (b) of the Civil Code of the State of California to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said Section.

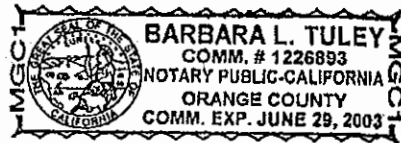
I declare, under the penalty of perjury, that the foregoing is true and correct.

Affiant: [Signature]

State of California }
County of Orange }

Subscribed and sworn (or affirmed) to before me on 4/10/10.

[Signature]
Notary Public in and for said county and state.



00 0611188

EXHIBIT "C"



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
P.O. BOX 53195, LOS ANGELES, CALIFORNIA 90053-0195 / (562) 462-2133

CONNOR B. McCORMACK
REGISTRAR-RECORDER/COUNTY CLERK

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code.

Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



99 1576096

RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA AUG 23 1999 AT 8 A.M.
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SPACE ABOVE THIS LINE RESERVED FOR RECORDER S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9_	19	04	19
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Assessor s Identification Number (AIN)
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown



Revision Number

Page 21 of 21

2

FIRST AMERICAN TITLE COMPANY
LOS ANGELES

99 1576096

When recorded mail to:

Cendant Mortgage Corporation
6000 Atrium Way
Mt. Laurel, NJ 08054

D.A. FEE Code 20 \$ 2.00

[Space Above This Line For Recording Data]

LOAN NUMBER: 3310216
330110094
100

ORIGINAL

FEE \$ 28 Y⁸

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 16TH, 1999 The trustor is BEVERLY A HOLLIS-ARRINGTON ("Borrower") The Trustee is FIRST AMERICAN TITLE INSURANCE CO ("Trustee") The Beneficiary is CENDANT MORTGAGE CORPORATION, which is organized and existing under the laws of NEW JERSEY, and whose address is 6000 ATRIUM WAY, MT LAUREL, NEW JERSEY 08054 ("Lender") Borrower owes Lender the principal sum of ONE HUNDRED EIGHTY THOUSAND FOUR HUNDRED AND 00/100 Dollars (U S \$ 180,400 00) This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01ST 2029 This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) 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 LOS ANGELES County, California

NOTIFICATION SENT \$40

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

BEING COMMONLY KNOWN AS 7106 MCLAREN ST WEST HILLS, CA 91307

BEING THE SAME PREMISES CONVEYED TO _____ AND RECORDED IN THE _____ COUNTY RECORDER'S OFFICE IN DEED BOOK _____ PAGE _____ THIS IS A FIRST AND PARAMOUNT MORTGAGE LIEN ON THE ABOVE DESCRIBED PREMISES.

PREPARED BY:
TAMARA LLOYD

Tamara Lloyd DED

2026-003-013

which has the address of 7106 MCLAREN AVENUE WEST HILLS California 91307 ("Property Address"),

9925188-60

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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 seized 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property, (b) yearly leasehold payments or ground rents on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any, (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums These items are called "Escrow Items " Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U S C § 2601 *et seq* ("RESPA"), unless another law that applies to the Funds sets a lesser amount If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount Lender may 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 such an institution) or in any Federal Home Loan Bank Lender shall apply the Funds to pay the Escrow Items Lender may 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 However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made The Funds are pledged as additional security for all sums secured by this Security Instrument

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment charges due under the Note, second, to amounts payable under paragraph 2, third, to interest due, fourth, to principal due, and last, to any late charges due under the Note

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments

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Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 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 under the Note.

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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, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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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 paragraph 21, 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 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 expense 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.

22. 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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. 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. 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.

24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

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

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [Check applicable box(es)]

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

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ORIGINAL 7

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) 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 in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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 knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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

ORIGINAL

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it

Witnesses

Beverly A. Hollis-Arrington (Seal)
BEVERLY A HOLLIS-ARRINGTON -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgement]

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES S S

On AUGUST, 16TH, 1999 before me (Name) Jorge O. Caballeros (Title) Notary Public, personally appeared BEVERLY A HOLLIS-ARRINGTON ~~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 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 on behalf of which the person(s) acted, executed the within instrument

WITNESS my hand and official seal

Jorge O. Caballeros
(Signature)



(Seal)

99 1576096

"EXHIBIT A"

LOT 52 OF TRACT 21399, IN THE CITY OF LOS ANGELES, AS PER MAP RECORDED IN BOOK 601 PAGES 42 TO 45 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF FIVE HUNDRED (500) VERTICAL FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT RIGHT OF ENTRY TO OR FOR SAID SURFACE, AS GRANTED TO MORRIS KAWIN, BY DEED RECORDED NOVEMBER 26, 1956 IN BOOK 52936 PAGE 162, OFFICIAL RECORDS

EXHIBIT "D"

PHH Mortgage
Services
6000 Atrium Way
Mt. Laurel, NJ 08054

Tel 800 449 3767
Fax 856 917 8300



February 08, 2000

Beverly A Hollis-Arrington
7106 McLaren Street
West Hills, CA 91307

MORTGAGE LOAN NUMBER: 0003310216
7106 McLaren Avenue
West Hills CA 91307

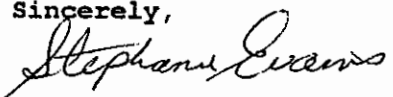
Dear Member(s):

We have received your request for a Repayment Program to bring your mortgage account current. At this time, your loan is currently being handled by a Foreclosure Attorney. In order for us to assist in bringing your account current, you are required to submit the following items:

- 1.) A completed financial statement (enclosed)
- 2.) A Hardship Letter outlining the reason for your delinquency and a request for assistance.

Once we have received this information from you, it will be reviewed by our Loss Mitigation Specialists. They will determine the appropriate Workout Program to assist you. However, it is imperative that you realize that the foreclosure process will not postponed and/or cancelled until your information is received and the Mortgage Investor has approved your Workout.

Thank you in advance for your immediate attention to this matter. If you have any comments and/or questions please feel free to contact me at the above referenced number at extension EXT 78273

Sincerely,

STEPHANIE EVANS
FORECLOSURE DEPARTMENT

You are hereby advised that Mortgage Service Center is operating as a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

Services
6000 Atrium Way
Mt. Laurel, NJ 08054

tel 800 449 8707
Fax 856 917 8308



May 08, 2000

Beverly A Hollis-Arrington
7106 McLaren Street
West Hills, CA 91307

LOAN NUMBER: 0003310216
PROPERTY ADDRESS: 7106 McLaren Avenue
West Hills CA 91307

Dear Member(s):

Your request for a Loan Modification was received and reviewed by our Loss Mitigation Department as well as the Mortgage Investor. Unfortunately, the Investor has denied your request and will require that your loan be brought current. The reason(s) that your request has been denied are as follows:

Mortgagor does not have sufficient contribution for loan mod.
Mortgagor has been back to work for 3+ months. The minimum contribution we can accept to postpone the f/c sale is 5000.00

You may contact me at 1-800-750-2518 EXT. 78028 if there are any further questions. Thank you.

Sincerely,

JOSEPH P BACHMAN
LOSS MITIGATION REPRESENTATIVE

LM004

Expilut " 9 "

LEAD SHEET

00-1422851

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
2:41 PM SEP 11 2000

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

Deed

FEE

FEE \$10 RR
2

D.T.T.

CODE
20

CODE
18

CODE
9

NOTIFICATION SER-14

Assessor's Identification Number (AIN)
To Be Completed By Examiner OR Title Company in Black Ink

Number of Parcels Shown

2026 003 013

001

THIS FORM IS NOT TO BE DUPLICATED

SUBSCRIBED TO THIS WITHIN...

Beverly Ann Hollis-Arrington
7106 McLaren Ave
West Hills, Ca. 91307

OC-1422851

DOCUMENTARY TRANSFER TAX \$	-0-988
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED	
OR COMPUTED OF FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE	
SIGNATURE OF DECLARANT OR A COPY OF THE RETURN OF TAX FORM NAME	

A298-10
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 11th day of September 2000 (year).

by first party, Grantor, Beverly Ann Hollis-Arrington

whose post office address is 7106 McLaren Ave, West Hills, Ca. 91307

to second party, Grantee, Crystal M. Lightfoot

whose post office address is 7106 McLaren Ave, West Hills, Ca. 91307

2026-003-013

WITNESSETH, That the said first party, for good consideration and for the sum of Gift ---No--- Dollars (\$.0-) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances there- to in the County of Los Angeles, State of California to wit:

7106 McLaren Ave, West Hills, Ca 91307.

The property referred to herein is situated in the County of Los Angeles, State of California, and is described as follows; Lot 52 of tract 21399, in the city of Los Angeles, as per map recorded in book 601 pages 42 to 45 inclusive of map, in the office of the County recorder of said county. Except therefrom all Oil, mineral and Hydrocarbon substances lying below a depth of (500) vertical feet from the surface of said land, but without of entry to or from said surface, as granted to Morris kawin, by deed recorded November 26, 1956 in book 52936 pages 162, of official records.

AQA (1)

En 444

subscribed to the within deed.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Nicole Lightfoot
Signature of Witness

Beverly Ann Hollis-Arrington
Signature of First Party

Nicole Lightfoot
Print name of Witness

Beverly Ann Hollis-Arrington
Print name of First Party

Signature of Witness

Signature of First Party

Print name of Witness

Print name of First Party

State of California
County of Los Angeles

On Sept. 11, 2000 before me, Jacquelyn Bellwood, Notary Public
appeared Beverly Ann Hollis-Arrington
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.

Jacquelyn Bellwood
Signature of Notary



Affiant Known Produced ID
Type of ID CA Driver's license
(Seal)

State of _____
County of _____
On _____ before me,
appeared _____

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.

Signature of Notary

Affiant Known Produced ID
Type of ID _____

Beverly Ann Hollis-Arrington
Signature of Preparer

Beverly A. Hollis-Arrington
Print Name of Preparer
7106 McLaren Ave.
Address of Preparer
West Hills, Calif. 91307

(2) _____
Subscribed to the within instrument

Exhibit F

THIS CONSTITUTES NOTICE OF ENTRY AS REQUIRED BY FRCP, RULE 77(c).

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Priority
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Closed
~~JS-6~~ NO
JS-2/JS-3
Scan Only

ENTERED
CLERK, U.S. DISTRICT COURT
FEB 21 2003
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

FILED
CLERK, U.S. DISTRICT COURT
FEB 20 2003
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

CRYSTAL MONIQUE LIGHTFOOT,
BEVERLY ANN HOLLIS-
ARRINGTON

Plaintiffs

v.

CENDANT MORTGAGE
CORPORATION dba PHH
MORTGAGE, FANNIE MAE, ROBERT
O. MATTHEWS, ATTORNEYS
EQUITY NATIONAL CORPORATION,

Defendants

No. CV 02-6568 CBM (AJWx)

**ORDER GRANTING
DEFENDANTS CENDANT
MORTGAGE CORPORATION,
FANNIE MAE AND MATTHEWS'
MOTIONS TO DISMISS; AND
REQUEST FOR JUDICIAL
NOTICE**

[Docket Nos. 10 and 12]

The matters before the Court, the Honorable Consuelo B. Marshall, Chief United States District Judge presiding, are (1) Defendants Fannie Mae and Cendant Mortgage Corporation's Motion to Dismiss (docket #12) and request for judicial notice (docket #13); and (2) Defendant Matthews' Motion to Dismiss (docket #10).

FEB 21 2003

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1 The Court GRANTS Defendants Motions to Dismiss after having considered the
2 parties' papers and oral arguments.

3
4 **JURISDICTION**

5 Subject matter jurisdiction is based upon 28 U.S.C. §§ 1441 and 1446, and 12
6 U.S.C. § 1723(a) of the Fannie Mae Charter Act.

7
8 **BACKGROUND OF INSTANT ACTION**

9 The action concerns real property Plaintiffs Crystal Monique Lightfoot
10 ("Lightfoot") (daughter) and Beverly Ann Hollis-Arrington ("Arrington") (mother)
11 previously owned, but which was sold at a foreclosure sale. Arrington first
12 purchased the property at issue. She financed the purchase with a mortgage from
13 Cendant, who subsequently sold the mortgage to Fannie Mae, retaining servicing
14 status. Cendant later repurchased the loan after Fannie Mae determined that the loan
15 did not meet its criteria. Arrington defaulted on her first payment and failed to make
16 any subsequent payments. She then sought a forbearance.¹ No forbearance was ever
17 granted, and the loan was foreclosed. Thus, Plaintiffs allege deficiencies in the
18 original financing of their purchase of the property and the subsequent foreclosure
19 and foreclosure sale. Plaintiffs assert that they are the true owners of the real
20 property, entitled to relief against lenders Cendant Mortgage Corporation
21 ("Cendant") and Fannie Mae, as well as current record property owner Robert O.
22 Matthews ("Matthews").

23 //

24 On July 18, 2002, Plaintiff filed the instant action in Los Angeles Superior
25 Court in case no: LC061596. Defendant Fannie Mae petitioned to remove the case

26 _____

27 ¹ Arrington asserts that she was promised, then denied, a forbearance. Cendant asserts
28 that it provided her with information about terms which she then failed to meet.

1 to federal district court on August 22, 2002.

2 On August 26, 2002, Arrington filed an application to remand the matter to
3 state court, which was denied on September 5, 2002.

4 Defendants Cendant, Fannie Mae, and Matthews presently seek dismissal of
5 the action on the basis of res judicata and collateral estoppel. Defendant Matthews,
6 also seeks in the alternative, dismissal of the action for failure to state a claim upon
7 which relief can be granted. Fed.R.Civ.P.12(b)(6).

8

9 **PROCEDURAL HISTORY OF RELATED ACTIONS**

10 **A. Beverly Ann Hollis-Arrington v. Cendant Mortgage Corporation, et al.,**
11 **CV 00-11125 CBM (AJWx) ("first action")**

12 On October 18, 2000, Arrington filed an action in this Court against Defendant
13 Mortgage Corporation and United Guaranty Insurance Company, alleging four
14 causes of action: breach of the covenant of good faith and fair dealing, fraud and
15 deceit, negligence, and intentional infliction of emotional distress.

16 On January 5, 2001, Arrington applied for a temporary restraining order to
17 prevent the foreclosure sale of her property. On January 10, 2001, the Court set
18 Arrington's application for hearing on January 29, 2001, and also ordered that the
19 non-judicial foreclosure sale of the real property be postponed by Cendant until
20 February 6, 2001, a date after the hearing on Arrington's application.

21 On January 29, 2001, a hearing was held, and on February 1, 2001, the Court
22 issued its Order denying Arrington's application.² On February 5, 2001, Arrington
23 filed a Notice of Appeal with the Ninth Circuit Court of Appeals of the Court's order.
24 On July 10, 2001, the appeal was dismissed by the appellate court.

25 During the pendency of the case, Plaintiffs Lightfoot and Arrington filed

26

27 ² The Court also set aside a default entered against Defendants Cendant and
28 United Guaranty Insurance.

1 bankruptcy petitions. Therefore, the district court case was subject to an automatic
2 stay and was removed from this Court's active calendar on May 5, 2001. On May
3 25, 2001, Cendant sought and received relief from the automatic stay. The trustee's
4 sale was subsequently held on June 29, 2001, and the real property was sold to third
5 party purchasers, Ed Feldman and Harold Tennen.

6 On July 30 and 31, 2001, by stipulation and order, Defendant United Guaranty
7 Insurance was dismissed with prejudice.

8 On October 21, 2001, the case was returned to the Court's active calendar.

9 The property was transferred from Arrington to Lightfoot, and then from
10 Lightfoot to herself and Arrington, jointly, while court proceedings were pending.

11 On May 13, 2002, Cendant filed a motion for summary judgment or, in the
12 alternative, summary adjudication of the issues. Cendant's summary judgment
13 motion was granted on July 15, 2002, and judgment was entered terminating the case.
14

15 On July 24, 2002, Arrington filed a Notice of Appeal of the Judgment. The
16 appeal is pending.
17

18 **B. *Beverly Ann Hollis-Arrington v. Cendant Mortgage Corporation, et al.*, CV**
19 **01-5658 CBM (AJWx) ("second action")**

20 On June 27, 2001, Arrington filed a second action against Defendants
21 Cendant, the Fannie Mae Foundation, and First American Title Company. On July
22 3, 2001, Arrington filed a First Amended Complaint.

23 On August 16, 2001, defendant First American Title Company was dismissed
24 by Stipulation and Order.

25 On September 11, 2001, Arrington sought a temporary restraining order to
26 prevent the third party purchasers from evicting her from the property pending the
27 court's determination of her motion to vacate or set aside the foreclosure sale, and a
28 stay pending appeal. On September 14, 2001, Arrington's application was denied.

1 On September 17, 2001, Arrington filed a Notice of Appeal. On November 27, 2001,
2 the appellate court affirmed the district court's order.

3 On December 3, 2001, Arrington filed a motion to void or to set aside the sale
4 that took place on June 29, 2001 (in the first action). On December 11, 2001, Fannie
5 Mae filed its motion to dismiss.

6 On February 12, 2002, the Court denied Arrington's motion to set aside the
7 sale, granted in part Fannie Mae's Motion to Dismiss with prejudice, granted the
8 Purchasers' motion to expunge the lis pendens on the Purchasers' title to the
9 property,³ and Arrington was given leave to file an amended complaint.

10 On March 12, 2002, Arrington filed a Second Amended Complaint (SAC)
11 against Defendants, Cendant and Fannie Mae, and Attorneys Equity Service
12 Corporation, alleging violations of RICO, the Truth in Lending Act (TILA),
13 Enforcement of Rescission, Real Estate Settlement Procedures Act (RESPA), civil
14 rights 42 U.S.C. § 1983, conspiracy, fraud and deceit, negligent misrepresentation,
15 intentional infliction of emotional distress, violation of California Civil Code section
16 2924 due to fraud, quiet title, adverse possession and slander of title. Arrington
17 sought: general damages in the sum of \$1,000,000, treble damages, exemplary and
18 punitive damages in the sum of \$10,000,000, costs of suit, recession of the loan on
19 the property and of the trustee's deed, to invalidate the trustee sale and to offset any
20 balance owed to the lenders.

21 On March 15, 2002, Defendants Fannie Mae and Cendant filed a motion to
22 dismiss. On May 28, 2002, the Court granted with prejudice, Defendant Fannie
23 Mae's and Defendant Cendant's Motions to Dismiss Plaintiff's RICO, TILA, and
24 Section 1983 claims pursuant to Fed.R.Civ.P. 12(b)(6). See Order dated May 28,
25 2002 (docket # 131). The Court declined to rule on the motions to dismiss Plaintiff's
26 state law claims pending responses to the Order to Show Cause why the Court should

27 _____
28 ³ The third party purchasers were granted leave to intervene on December 4,
2001, to seek a motion to expunge the lis pendens.

1 not dismiss the state law claims having dismissed all federal claims.

2 On July 1, 2002, after having received and reviewed the parties' responses to
3 the Court's OSC, the Court dismissed all remaining state claims against all
4 defendants, as a matter of law or for failure to state a claim. Plaintiff did not
5 provided the Court with any facts suggesting that granting leave to amend would cure
6 the deficiencies, Plaintiff's claims were dismissed with prejudice. See Order dated
7 July 1, 2002 (docket #135). Judgment was entered in favor of Cendant, Fannie Mae
8 and Attorneys Equity Corporation as to all of Plaintiffs' claims. On July 24, 2002,
9 Arrington filed her Notice of Appeal of the Judgment. The appeal is currently
10 pending.

11
12 **DISCUSSION**

13 **I. Requests for Judicial Notice**

14 **A. Standard**

15 Rule 201 of the Federal Rules of Evidence provides that "[a] court shall take
16 judicial notice if requested by a party and supplied with the necessary information."
17 Fed. R. Evid. 201(d). The party requesting judicial notice must show that the fact is
18 "one not subject to reasonable dispute in that it is either (1) generally known within
19 the territorial jurisdiction of the court, or (2) capable of accurate and ready
20 determination by resort to sources whose accuracy cannot reasonably be questioned."
21 Fed. R. Evid. 201(b). Federal courts may take judicial notice of proceedings in other
22 federal courts. *St. Louis Baptist Temple v. F.D.I.C.*, 605 F.2d 1169, 1172 (10th Cir.
23 1979).

24 **B. Analysis**

25 Defendants request the Court to take judicial notice of the (1) entire record
26 from the first action *Beverly Ann Hollis-Arrington v. Cendant Mortgage, et al.*, CV
27 00-1125 CBM (AJWx); (2) the entire record from the second action *Beverly Ann*
28 *Hollis-Arrington v. Cendant Mortgage, et al.*, CV 01-5658 CBM (AJWx); (3) the

1 Quitclaim Deed dated September 11, 2000, and recorded September 11, 2000, in the
2 Office of the County Recorder of Los Angeles County, California, Instrument No:
3 00-1422851, transferring title in the subject property from Arrington to Lightfoot;
4 the Quitclaim Deed recorded on February 5, 2001, in the Office of the County
5 Recorder of Los Angeles, California, Instrument No: 01-189024, transferring title
6 in the subject property from Lightfoot to Arrington and Lightfoot; and (5)the
7 Trustee’s Deed of Sale dated July 2, 2001, and recorded in the Official Records of the
8 Los Angeles County Recorder’s Office on July 5, 2001, as Document No: 01-
9 11158333.

10 The documents are not subject to dispute and are relevant to Defendants’
11 Motions. Accordingly, the Court GRANTS Defendants’ Requests.

12 Plaintiffs request that the Court take judicial notice of the following filings
13 from the first action: (1) Cendant’s motion for summary judgment; (2) separate
14 statement of undisputed material facts in support of Cendant’s motion; (3)
15 declaration of Kevin Glover in support of Cendant’s the motion; and (4) Fannie
16 Mae’s motion to quash Plaintiff’s non-party deposition subpoena.

17 Plaintiffs’ requests are GRANTED.

18
19 **II. Plaintiffs’ Claims are Barred under the Doctrine of Res Judicata**

20 **A. Standard**

21 “Res judicata, also known as claim preclusion, bars litigation in a subsequent
22 action of any claims that were raised or could have been raised in the prior action.”

23 *Owens v. Kaiser Foundation Health Plaintiff, Inc.*, 244 F.3d 708, 713 (9th Cir. 2001).

24 The doctrine bars a later litigation when the earlier adjudication (1) involved the same
25 claim or cause of action; (2) reached a final judgment on the merits; and

26 //

27 (3) involved the same parties or privies. *Nordhorn v. Ladish Co., Inc.*, 9 F.3d 1402,
28 1404 (9th Cir. 1993).

1 **B. Analysis**

2 **1. Same Claims of Causes of Actions**

3 The requirement that both actions involve the same claim is interpreted
4 broadly. “The Ninth Circuit determines whether or not two claims are the same for
5 purposes of res judicata with reference to the following criteria:

- 6 (1) whether rights or interests established in the prior judgment would
- 7 be destroyed or impaired by prosecution of the second action; (2)
- 8 whether substantially the same evidence is presented in the two actions;
- 9 (3) whether the two suits involve infringement of the same right; and (4)
- 10 whether the two suits arise out of the same transactional nucleus of
- 11 facts.

12 *Id.* at 1405 (citations omitted). In the instant case, Plaintiffs again challenge
 13 Defendants’ conduct in connection with the process of Arrington’s loan application
 14 and the eventual foreclosure of residential property. Plaintiffs have already
 15 prosecuted two prior actions concerning the same loan process and eventual
 16 foreclosure of their property. Although the current action involves additional or
 17 new causes of action, parties⁴, and facts⁵, it involves the same “transactional nucleus
 18 of facts” as the previous actions. *Owens v. Kaiser Foundation Health Plans, Inc.*,
 19 244 F.3d at 714 (central criterion is “whether the two suits arise out of the same
 20 transactional nucleus of facts.”); *In re Lindsay*, 59 F.3d 942, 952 (9th Cir. 1995) (res
 21 judicata applies even if second action involves new evidence or new theories).
 22 Plaintiffs’ claims allege that the conduct of the defendants in processing the loan and
 23 //
 24 the foreclosure sale were improper and invalid. Thus, the same rights and interests
 25 are at issue in the instant case as were adjudicated in the previous actions.

26
 27 ⁴ Robert O. Matthews, the new purchaser and current owner of the property.
 28 ⁵ Cendant improperly substituted a trustee before the foreclosure sale.

2 **2. Final Judgments were Reached in Prior Actions**

3 A final judgment will have res judicata effect as to all claims that could have
4 been brought in the earlier action. *Owens v. Kaiser Foundation Health Plan, Inc.*,
5 244 F.3d at 713-14 (any claims arising from same set of facts). The previous
6 judgments entered in the first and second actions as a result of Defendants motions
7 for summary judgment and to dismiss constitute final judgments on the merits.
8 *Federated Dept. Stores, Inc. v. Moitie*, 452 U.S. 394, 397 n.3 (1981) (dismissal for
9 failure to state a claim final judgment for res judicata purposes); *Jackson v.*
10 *Hayakawa*, 605 F.2d 1121, 1125 n.3 (9th Cir. 1979) (summary judgment final
11 judgment for res judicata purposes).

12 Plaintiffs contend that because appeals are pending before the Ninth Circuit in
13 both the first and second actions, no final judgment exists to apply res judicata.
14 Plaintiff relies on California’s state law of res judicata where a judgment has no
15 preclusive effect until finally disposed of on appeal. *Eichman v. Fotomat Corp.*, 759
16 F.2d 1434, 1439 (9th Cir. 1985). However, while California state law is applied to
17 determine the preclusive effect of California judgments, federal law is applied to
18 determine the preclusive effect of federal judgments. *Robi v. Five Platters, Inc.*, 838
19 F.2d 318, 322 (9th Cir. 1988). Under federal law, final judgments have preclusive
20 effect under res judicata regardless of the pendency of appeal. *Eichman v. Fotomat*
21 *Corp.*, 759 F.2d at 1439; *See also Huron Holding Corp. v. Lincoln Mine Operating*
22 *Co.*, 312 U.S. 183, 88 (1941). Thus, the requirement that the earlier actions result in
23 a final judgment on the merits is met.

24 **3. Same Parties or Privity with Previous Parties**

25 Res judicata only protects or binds those who were parties to, or were in privity
26 with parties, to the earlier actions. *Jackson v. S.I. Hayakawa*, 605 F.2d 1121, 1125
27 (9th Cir. 1979); *Cunningham et al., v. Gates, et al.*, 312 F.3d 1148, 1155 (9th Cir.
28 2003), *petition for cert. filed on other issue*, (Jan. 28, 2003)(No. 02-1129). “Privity
- for purposes of applying the doctrine of *res judicata* – is a legal conclusion

1 ‘designating a person so identified in interest with a party to former litigation that he
2 represents precisely the same right in respect to the subject matter involved.’” *In re:*
3 *Schimmels*, 127 F.3d 875, 881 (9th Cir. 1997) (emphasis in original). “And that,
4 under the circumstances, the [other party] ‘should reasonably have expected to be
5 bound by the prior adjudication.’” *Cunningham et al., v. Gates, et al.*, 312 F.3d at
6 1156. Under the first requirement, Plaintiff Lightfoot’s interest are so similar to
7 Arrington’s, that Arrington was Lightfoot’s “virtual representative”. *cf., Id.*
8 Defendant Matthews, as a third party purchaser of the property, is also similar to
9 previous purchasers Feldman and Tennen. Thus, Lightfoot has “succeeded to a
10 party’s interest in property” and Matthews, as owner of the property, maintains
11 “interests [that] were adequately represented by [the previous intervenor-purchasers
12 of the property] in the original suit.” *In re: Schimmels*, 127 F.3d at 881.

13 Because two earlier actions involved the same claim, the same parties or
14 parties in privity with previous parties, and final judgment on the merits was entered,
15 the doctrine of res judicata applies. Accordingly, Defendants Motion to dismiss is
16 GRANTED.⁶

17 //

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21 **III. Defendant Mathews alternative Motion to Dismiss for Failure to State A**

22

23

24 ⁶ Defendants similarly argue that Plaintiffs are barred by “collateral estoppel”.
25 Collateral estoppel or “issue preclusion” “attaches only [w]hen an issue of fact or
26 law is actually litigated and determined by a valid and final judgment, and the
27 determination is essential to the judgment.” *Amadeo v. Principal Mutual Life*
28 *Insurance Company*, 290 F.3d 1152, 1159 (9th Cir. 2002). These issues were
previously litigated. For the same reasons set forth for the Court’s dismissal based on
the doctrine of res judicata, the Court alternatively GRANTS Defendants motions to
dismiss based on collateral estoppel.

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Claim is GRANTED.

A. Standard

Rule 12(b)(6) of the Federal Rules of Civil Procedure permits a defendant to seek dismissal of a complaint, which “fail[s] to state a claim upon which relief can be granted.” Fed.R.Civ.P.12(b)(6). A motion to dismiss for failure to state a claim must be denied unless it appears that the plaintiff can prove no set of facts that would entitle her to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46 (1957); *Jenkins v. Commonwealth Land Title Ins. Co.*, 95 F.3d 791, 796-97 (9th Cir. 1996). Dismissal is appropriate if the plaintiff fails to assert a cognizable legal theory or to allege sufficient facts under a cognizable legal theory. *Balisteri v. Pacifica Police Dep’t*, 901 F.2d 696, 699 (9th Cir. 1990). All material factual allegations in the complaint are assumed to be true and construed in the light most favorable to the plaintiff. *Cooper v. Pickett*, 137 F.3d 616, 622 (9th Cir. 1997); *Ascon Props., Inc. v. Mobil Oil Co.*, 866 F.2d 1149, 1152 (9th Cir. 1989).

B. Analysis

Plaintiff Lightfoot alleges Defendants foreclosure was fraudulent. Thus, Attorneys Equity was not the trustee and had no power to hold the trustee sale of the property. Instead, Plaintiff Lightfoot asserts that she is the person who has title to the property. Thus, Defendant Matthews who claims rights to the property is without right, and has no estate, title, or interest in the property. Defendant Matthews argues that Plaintiffs failed to state a claim against him as he is a bona fide purchaser of the property.

Based upon the history of the present and previous related cases, the Court’s rulings, and the instant finding that res judicata applies, there is no basis for Plaintiffs claim against Defendant Matthews. Defendant Matthews’ alternative motion to dismiss, is GRANTED, with prejudice.

//

CONCLUSION

1 Defendants have demonstrated (1) that there were two previous actions
 2 regarding the same claim involved in this case, between the same parties or parties
 3 in privity with previous parties, which were resolved on the merits; and (2) that
 4 Plaintiffs have failed to state a claim against Defendant Matthews upon which relief
 5 can be granted;

6 Defendants Motions to Dismiss are GRANTED.

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9 **IT IS SO ORDERED**

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12 **DATE:** February 20, 2003

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Consuelo B. Marshall

**CONSUELO B. MARSHALL, CHIEF JUDGE
 UNITED STATES DISTRICT COURT**

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Exhibit G

JURY,TYPE-L

**U.S. District Court
District of Columbia (Washington, DC)
CIVIL DOCKET FOR CASE #: 1:03-cv-02416-TPJ**

HOLLIS-ARRINGTON v. FANNIE MAE et al
Assigned to: Judge Thomas Penfield Jackson
Demand: \$10,000,000
Case in other court: USCA, 04-05068
Cause: 42:1983 Civil Rights Act

Date Filed: 11/21/2003
Date Terminated: 02/19/2004
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

**BEVERLY ANN HOLLIS-
ARRINGTON**

represented by **BEVERLY ANN HOLLIS-
ARRINGTON**
22912 Hartland Street
West Hills, CA 91307
(818) 999-3561
PRO SE

V.

Defendant

FANNIE MAE

represented by **David M. Souders**
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Fax: (202)628-2011
Email: souders@thewbkfirm.com
ATTORNEY TO BE NOTICED

Defendant

CONSUELO B. MARSHALL
Judge, in her individual capacity

Defendant

**CENDANT MORTGAGE
CORPORATION**
doing business as
PHH MORTGAGE

represented by **David M. Souders**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

STEVEN V. WILSON
Judge, in his individual capacity

Defendant**ROBERT O. MATTHEWS**

represented by **David W. Goewey**
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ATTORNEY TO BE NOTICED

Defendant**LESLEE D. MATTHEWS****Defendant****PAMELA ANN RYMER***Judge, in her Individual capacity***Defendant****ANDREW J. KLEINFELD***Judge, in his Individual capacity***Defendant****JAMES R. BROWNING***Judge, in his Individual capacity***Defendant****FIDELITY NATIONAL TITLE
INSURANCE CO.**

represented by **David W. Goewey**
 (See above for address)
ATTORNEY TO BE NOTICED

Defendant**SUZANNE M. HANKINS***ESQ*

represented by **David M. Souders**
 (See above for address)
ATTORNEY TO BE NOTICED

Defendant**CONNIE B. MCCORMACK**

*In her official capacity as L.A. County
 Recorder and in her individual capacity*

Defendant**DOES 1-20**

Date Filed	#	Docket Text
11/21/2003	<u>1</u>	COMPLAINT against JAMES R. BROWNING, CENDANT MORTGAGE CORPORATION, FANNIE MAE, FIDELITY NATIONAL TITLE

		INSURANCE CO., SUZANNE M. HANKINS, ANDREW J. KLEINFELD, CONSUELO B MARSHALL, LESLEE D. MATTHEWS, ROBERT O. MATTHEWS, CONNY B. MCCORMACK, PAMELA ANN RYMER, STEVEN V. WILSON (Filing fee \$ 150.) , filed by BEVERLY HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit)(rje,) (Entered: 11/24/2003)
11/21/2003	2	NOTICE OF RELATED CASE by BEVERLY HOLLIS-ARRINGTON. Case related to Case No. 02-269. (rje,) (Entered: 11/24/2003)
11/21/2003		Summons Issued (13) as to JAMES R. BROWNING, CENDANT MORTGAGE CORPORATION, FANNIE MAE, FIDELITY NATIONAL TITLE INSURANCE CO., SUZANNE M. HANKINS, ANDREW J. KLEINFELD, CONSUELO B MARSHALL, LESLEE D. MATTHEWS, ROBERT O. MATTHEWS, CONNY B. MCCORMACK, PAMELA ANN RYMER, STEVEN V. WILSON. (rje,) (Entered: 11/24/2003)
12/03/2003	3	FIRST AMENDED COMPLAINT against DOES 1-20, JAMES R. BROWNING, CENDANT MORTGAGE CORPORATION, FANNIE MAE, FIDELITY NATIONAL TITLE INSURANCE CO., SUZANNE M. HANKINS, ANDREW J. KLEINFELD, CONSUELO B. MARSHALL, LESLEE D. MATTHEWS, ROBERT O. MATTHEWS, CONNY B. MCCORMACK, PAMELA ANN RYMER, STEVEN V. WILSON , filed by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A)(rje,) (Entered: 12/04/2003)
12/23/2003	4	MOTION to Dismiss <i>and Memorandum in Support</i> by CENDANT MORTGAGE CORPORATION, FANNIE MAE, SUZANNE M. HANKINS. (Attachments: # 1 Exhibit Declaration of Suzanne Hankins)(Souders, David) (Entered: 12/23/2003)
12/23/2003	5	MOTION to Dismiss <i>Request for Judicial Notice in Support of Motion to Dismiss</i> by CENDANT MORTGAGE CORPORATION, FANNIE MAE, SUZANNE M. HANKINS. (Attachments: # 1 Judicial Notice part 2)(Souders, David) (Entered: 12/23/2003)
12/30/2003	6	LCvR 7.1 - CERTIFICATE OF DISCLOSURE of Corporate Affiliations and Financial Interests of <i>Defendants Cendant Mortgage Corporation and Fannie Mae</i> (Souders, David) (Entered: 12/30/2003)
12/30/2003	7	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. FANNIE MAE served on 12/3/2003, answer due 12/23/2003; FIDELITY NATIONAL TITLE INSURANCE CO. served on 12/3/2003, answer due 12/23/2003 (rje,) (Entered: 12/31/2003)
12/30/2003	8	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. SUZANNE M. HANKINS served on 12/3/2003, answer due 12/23/2003 (Attachments: # 1 Exhibit A)(rje,) (Entered: 12/31/2003)
12/30/2003	9	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. CENDANT MORTGAGE CORPORATION served on 12/9/2003, answer due 12/29/2003 (rje,) (Entered: 12/31/2003)
12/30/2003	10	

		RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. ROBERT O. MATTHEWS served on 12/9/2003, answer due 12/29/2003 (Attachments: # 1 Exhibit A)(rje,) (Entered: 12/31/2003)
12/30/2003	11	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. CONNY B. MCCORMACK served on 12/1/2003, answer due 12/22/2003 (Attachments: # 1 Exhibit A)(rje,) (Entered: 12/31/2003)
12/30/2003	12	AFFIDAVIT FOR DEFAULT by BEVERLY ANN HOLLIS-ARRINGTON. (rje,) (Entered: 12/31/2003)
12/30/2003	13	Clerk's ENTRY OF DEFAULT as to CONNY B. MCCORMACK (rje,) (Entered: 12/31/2003)
12/30/2003	14	AFFIDAVIT FOR DEFAULT by BEVERLY ANN HOLLIS-ARRINGTON. (rje,) (Entered: 12/31/2003)
12/30/2003	15	Clerk's ENTRY OF DEFAULT as to FIDELITY NATIONAL TITLE INSURANCE CO. (rje,) (Entered: 12/31/2003)
01/05/2004	19	Memorandum in opposition to motion re 4 to Vexatious Litigant Injunction, Motion 5 to dismiss filed by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A)(rje,) (Entered: 01/16/2004)
01/08/2004	16	AFFIDAVIT FOR DEFAULT by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A)(rje,) (Entered: 01/09/2004)
01/08/2004	17	Clerk's ENTRY OF DEFAULT as to ROBERT O. MATTHEWS (rje,) (Entered: 01/09/2004)
01/08/2004	18	REQUEST to take Judicial Notice by BEVERLY ANN HOLLIS-ARRINGTON (Attachments: # 1 Exhibit A) (rje,) (Entered: 01/16/2004)
01/08/2004	30	MOTION for Default Judgment as to Fidelity National Title Insurance Company by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A)(rje,) (Entered: 01/23/2004)
01/15/2004	29	MOTION for Default Judgment by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A & B)(rje,) (Entered: 01/21/2004)
01/16/2004	20	REPLY in support of motion re 4 filed by CENDANT MORTGAGE CORPORATION, FANNIE MAE, SUZANNE M. HANKINS. (Souders, David) (Entered: 01/16/2004)
01/16/2004	32	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. JAMES R. BROWNING served on 12/8/2003, answer due 2/6/2004 (rje,) Modified on 1/24/2004 (rje,). (Entered: 01/24/2004)
01/16/2004	33	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. ANDREW J. KLEINFELD served on 12/10/2003, answer due 2/9/2004 (rje,) Modified on 1/24/2004 (rje,). (Entered: 01/24/2004)
01/16/2004	34	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. PAMELA ANN RYMER served on 12/8/2003, answer due 2/6/2004 (rje,) Modified on 1/24/2004 (rje,). (Entered: 01/24/2004)

01/16/2004	35	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. STEVEN V. WILSON served on 12/4/2003, answer due 2/2/2004 (rje,) Modified on 1/24/2004 (rje,). (Entered: 01/24/2004)
01/16/2004	36	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed. CONSUELO B. MARSHALL served on 12/4/2003, answer due 2/2/2004 (rje,) Modified on 1/24/2004 (rje,). (Entered: 01/24/2004)
01/16/2004	37	RETURN OF SERVICE/AFFIDAVIT of Summons and Complaint Executed on Attorney General (rje,) (Entered: 01/24/2004)
01/20/2004	22	ENTERED IN ERROR..... MOTION to Dismiss <i>and for Vexatious Litigant Sanctions and Points and Authorities in Support Thereof</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Goewey, David) Modified on 1/21/2004 (rje,). (Entered: 01/20/2004)
01/20/2004	21	ENTERED IN ERROR..... MOTION to Vacate 17 Clerk's Entry of Default, 15 Clerk's Entry of Default <i>AND FOR LEAVE TO FILE RULE 12(b) MOTION RATHER THAN VERIFIED ANSWER OR, IN THE ALTERNATIVE, FOR EXTENSION NUNC PRO TUNC OF THE TIME BY WHICH TO ANSWER OR OTHERWISE RESPOND AND POINTS AND AUTHORITIES IN SUPPORT THEREOF</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Goewey, David) Modified on 1/21/2004 (rje,). Modified on 1/21/2004 (rje,). (Entered: 01/20/2004)
01/20/2004	23	ENTERED IN ERROR..... MOTION for Order <i>[Proposed] Related to Rule 55 (c) Motion</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Goewey, David) Modified on 1/21/2004 (rje,). (Entered: 01/20/2004)
01/20/2004	24	ENTERED IN ERROR..... MOTION for Order <i>[Proposed] Related to Rule 12 (b) Motion</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Goewey, David) Modified on 1/21/2004 (rje,). (Entered: 01/20/2004)
01/20/2004	25	ENTERED IN ERROR..... MOTION for Disclosure <i>Fidelity's Local Rule 26.1 Corporate Disclosure Statement</i> by FIDELITY NATIONAL TITLE INSURANCE CO.. (Goewey, David) Modified on 1/21/2004 (rje,). (Entered: 01/20/2004)
01/20/2004	26	MOTION to Vacate 17 Clerk's Entry of Default, 15 Clerk's Entry of Default <i>AND FOR LEAVE TO FILE RULE 12(b) MOTION RATHER THAN VERIFIED ANSWER OR, IN THE ALTERNATIVE, FOR EXTENSION NUNC PRO TUNC OF THE TIME BY WHICH TO ANSWER OR OTHERWISE RESPOND AND POINTS AND AUTHORITIES IN SUPPORT THEREOF</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Attachments: # 1 # 2 # 3)(Goewey, David) Modified on 1/21/2004 (rje,). (Entered: 01/21/2004)
01/20/2004	27	MOTION to Dismiss <i>AND FOR VEXATIOUS LITIGANT SANCTIONS AND POINTS AND AUTHORITIES IN SUPPORT THEREOF</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Attachments: # 1 # 2 # 3)(Goewey, David) (Entered: 01/21/2004)

01/20/2004	28	LCvR 7.1 - CERTIFICATE OF DISCLOSURE of Corporate Affiliations and Financial Interests <i>LOCAL RULE 26.1 CORPORATE DISCLOSURE STATEMENT OF DEFENDANT FIDELITY NATIONAL TITLE INSURANCE COMPANY</i> (Goewey, David) (Entered: 01/21/2004)
01/20/2004	31	MOTION for Default Judgment as to Robert O. Matthews by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit A)(rje,) (Entered: 01/23/2004)
01/21/2004		"NOTICE OF CORRECTED DOCKET ENTRY. Documents. No. 21, 22, 23, 24 & 25 were all Entered in Error and counsel was instructed to refile said pleadings." (rje,) (Entered: 01/21/2004)
01/28/2004	38	RESPONSE to 30 , 31 <i>Fidelity Defendants' Points and Authorities in Opposition to Plaintiff's Applications for Default Judgments as Against Fidelity National Title Insurance Company and Robert O. Matthews</i> by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Attachments: # 1)(Goewey, David) (Entered: 01/28/2004)
02/09/2004	39	MOTION for Preliminary Injunction by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit Declarations Beverly Ann Hollis-Arrington and Walter O. Arrington Jr.)(rje,) (Entered: 02/09/2004)
02/13/2004	40	Memorandum in opposition to motion re 39 <i>The Fidelity Defendants' Points and Authorities in Opposition to Plaintiff's Motion for Preliminary Injunction</i> filed by FIDELITY NATIONAL TITLE INSURANCE CO., ROBERT O. MATTHEWS. (Attachments: # 1 Text of Proposed Order)(Goewey, David) (Entered: 02/13/2004)
02/17/2004	41	ORDER dismissing the complaint and denying all remaining procedural motions as moot. Signed by Judge Thomas Penfield Jackson on 2/17/04. (lctpj2,) (Entered: 02/17/2004)
02/24/2004	42	NOTICE OF APPEAL as to 41 Order by BEVERLY ANN HOLLIS-ARRINGTON. Filing fee \$ 250, receipt number 121822. (Attachments: # 1 Exhibit A# 2 Exhibit B)(rje,) (Entered: 02/27/2004)
02/27/2004		Transmission of Notice of Appeal and Docket Sheet to US Court of Appeals re 42 Notice of Appeal (rje,) (Entered: 02/27/2004)
03/01/2004		USCA Case Number 04-5068 for 42 Notice of Appeal filed by BEVERLY ANN HOLLIS-ARRINGTON. (rje,) (Entered: 03/05/2004)
03/10/2005	43	MANDATE of USCA (certified copy)It is hereby ordered that the motion for discovery and motion for depositions pending appeal be denied; It is further ordered that the motions for summary affirmance be granted and that the District Court's order filed February 17, 2004 be summarily affirmed; It is further ordered on the courts own motion, that the motion for expedition and a stay be dismissed as moot; USCA#04-5068 (jsc) (Entered: 03/22/2005)

Transaction Receipt			
02/28/2017 12:41:58			
PACER Login:	seversonw0817:2752645:0	Client Code:	40002.0008
Description:	Docket Report	Search Criteria:	1:03-cv-02416-TPJ
Billable Pages:	4	Cost:	0.40

Exhibit H

CLOSED

**U.S. District Court
District of New Jersey [LIVE] (Camden)
CIVIL DOCKET FOR CASE #: 1:05-cv-02556-FLW-AMD**

HOLLIS-ARRINGTON et al v. PHH MORTGAGE
CORPORATION et al
Assigned to: Judge Freda L. Wolfson
Referred to: Magistrate Judge Ann Marie Donio
Cause: 18:1964 Racketeering (RICO) Act

Date Filed: 05/13/2005
Date Terminated: 11/15/2005
Jury Demand: Plaintiff
Nature of Suit: 470 Racketeer/Corrupt
Organization
Jurisdiction: Federal Question

Plaintiff

**BEVERLY ANN HOLLIS-
ARRINGTON**

represented by **BEVERLY ANN HOLLIS-
ARRINGTON**
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WEST HILLS, CA 91307
818-999-3561
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PRO SE

Plaintiff

**CRYSTAL MONIQUE
LIGHTFOOT**

represented by **CRYSTAL MONIQUE
LIGHTFOOT**
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V.

Defendant

**PHH MORTGAGE
CORPORATION**

represented by **PETER J. LEYH**
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Email: pleyh@braverlaw.com
ATTORNEY TO BE NOTICED

Defendant

CENDANT CORPORATION

represented by

PETER J. LEYH
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

USAA
TERMINATED: 06/02/2005

Defendant

FANNIE MAE

represented by **PETER J. LEYH**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

FRANKLIN D RAINES

Defendant

JUDGE CONSUELO B. MARSHALL
In her individual capacity

represented by **LOUIS J. BIZZARRI**
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Defendant

JUDGE STEPHEN V. WILSON
(in his individual capacity)

represented by **LOUIS J. BIZZARRI**
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ATTORNEY TO BE NOTICED

Defendant

JUDGE PAMALA RYMER
(in her individual capacity)

represented by **LOUIS J. BIZZARRI**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

JUDGE ANDREW KLEINFELD
(in his individual capacity)

represented by **LOUIS J. BIZZARRI**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

SUZANN MARIE HANKINS

represented by **PETER J. LEYH**
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ATTORNEY TO BE NOTICED

Defendant**HOUSEHOLD AUTOMOTIVE
CORPORATION***TERMINATED: 06/02/2005*represented by **PETER A. MARRA**
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Email: ptm@spsk.com
*ATTORNEY TO BE NOTICED***Defendant****ROBERT O. MATTHEWS**represented by **PETER S. BEJSIUK**
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Defendant

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Defendant

DOES
1-20

Defendant

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Defendant

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Date Filed	#	Docket Text
05/13/2005	1	COMPLAINT against JUDGE STEPHEN V. WILSON, JUDGE PAMALA RYMER, JUDGE ANDREW KLEINFELD, SUZANN MARIE HANKINS, HOUSEHOLD AUTOMOTIVE CORPORATION, ROBERT O. MATTHEWS, CONNY B. MC CORMACK, EDUARDO FELDMAN, HAROLD TENNEN, FIDELITY NATIONAL TITLE INSURANCE COMPANY, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, USAA, FANNIE MAE, FRANKLIN D RAINES, JUDGE CONSUELO B. MARSHALL (Filing fee \$ 250 receipt number 302802.) JURY DEMAND, filed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. (Attachments: # 1 Exhibit A-C)(gg,) Modified on 5/19/2005 (gg,). (Entered: 05/18/2005)
06/02/2005	2	AMENDED COMPLAINT against JUDGE STEPHEN V. WILSON, JUDGE PAMALA RYMER, JUDGE ANDREW KLEINFELD, SUZANN MARIE HANKINS, ROBERT O. MATTHEWS, CONNY B. MC CORMACK, EDUARDO FELDMAN, HAROLD TENNEN, FIDELITY NATIONAL TITLE INSURANCE COMPANY, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE, FRANKLIN D RAINES, JUDGE CONSUELO B. MARSHALL, DOES 1-20, HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA, USAA CASUALTY INSURANCE COMPANY, filed by BEVERLY ANN HOLLIS-ARRINGTON; CRYSTAL MONIQUE LIGHTFOOT. (Attachments: # 1 Part 2# 2 Part 3)(db,) (Entered: 06/03/2005)
06/03/2005		Summons Issued as to JUDGE STEPHEN V. WILSON, JUDGE PAMALA RYMER, JUDGE ANDREW KLEINFELD, SUZANN MARIE HANKINS, ROBERT O. MATTHEWS, CONNY B. MC CORMACK, EDUARDO FELDMAN, HAROLD TENNEN, FIDELITY NATIONAL TITLE INSURANCE COMPANY, HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA, USAA CASUALTY INSURANCE COMPANY, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE, FRANKLIN D RAINES, JUDGE CONSUELO B. MARSHALL. Days Due - 20. (db,) (Entered: 06/03/2005)
06/23/2005	3	Application and Proposed Order for Clerk's Order to extend time to answer as to Defendant Harold Tennen.. (ELLIOTT, VANESSA) (Entered: 06/23/2005)

06/24/2005		CLERK'S TEXT ORDER - The Application for a Clerk's Order Extending Time to Answer - Document # (3 #) submitted by (V. ELLIOTT on behalf of HAROLD TENNEN) on (6/23/05) has been GRANTED. The answer due date has been set for (07/18/05). (db,) (Entered: 06/24/2005)
06/24/2005	4	Application and Proposed Order for Clerk's Order to extend time to answer Attorney STEPHEN DAVID SCHRIER and STEPHEN DAVID SCHRIER for FIDELITY NATIONAL TITLE INSURANCE COMPANY added. (SCHRIER, STEPHEN) (Entered: 06/24/2005)
06/27/2005		CLERK'S TEXT ORDER - The Application for a Clerk's Order Extending Time to Answer - Document # (4 #) submitted by (S. SCHRIER on behalf of FIDELITY NATIONAL TITLE COMPANY) on (06/24/05) has been GRANTED. The answer due date has been set for (JULY 12, 2005). (db,) (Entered: 06/27/2005)
06/28/2005	5	NOTICE of Appearance by CLAUDINE Q. HOMOLASH on behalf of CONNY B. MC CORMACK (HOMOLASH, CLAUDINE) (Entered: 06/28/2005)
06/28/2005	6	MOTION for Extension of Time to File Response/Reply by CONNY B. MC CORMACK. (HOMOLASH, CLAUDINE) (Entered: 06/28/2005)
06/28/2005	7	Application and Proposed Order for Clerk's Order to extend time to answer as to defendant USAA Casualty Insurance Company. Attorney STEVEN JAY POLANSKY and STEVEN JAY POLANSKY for USAA CASUALTY INSURANCE COMPANY added. (POLANSKY, STEVEN) (Entered: 06/28/2005)
06/28/2005	10	Application and Clerk's Order to extend time to answer as to Attorney GILBERT S. LEEDS for HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA added.. (db,) (Entered: 06/30/2005)
06/28/2005	11	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA served on 6/7/2005, answer due 6/27/2005. (db,) (Entered: 06/30/2005)
06/28/2005	12	Request for Default by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT against deft. HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA. (Attachments: # 1 Decalration of BEVERLY ANN HOLLIS-ARRINGTON & CRYSTAL MONIQUE LIGHTFOOT)(db,) (Entered: 06/30/2005)
06/29/2005	8	MOTION to Dismiss <i>Plaintiffs' First Amended Complaint and to Impose Sanctions on Plaintiffs as Vexatious Litigants</i> by SUZANN MARIE HANKINS, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE. Responses due by 8/19/2005 (Attachments: # 1 Notice of Motion# 2 Memorandum of Law# 3 Declaration of Hankins# 4 Request for Judicial Notice)(LEYH, PETER) (Entered: 06/29/2005)
06/29/2005	9	MOTION To Be Excused from Service Requirements for Non-Appearing Co-Defendants by SUZANN MARIE HANKINS, PHH MORTGAGE

		CORPORATION, CENDANT CORPORATION, FANNIE MAE. (Attachments: # 1 Notice of Motion)(LEYH, PETER) (Entered: 06/29/2005)
06/30/2005		CLERK'S TEXT ORDER - The Application for a Clerk's Order Extending Time to Answer - Document # (7 #) submitted by (S. POLANSKY on behalf of deft. USAA CASUALTY INSURANCE COMPANY) on (6/28/05) has been GRANTED. The answer due date has been set for (07/19/05). (db,) (Entered: 06/30/2005)
06/30/2005		Motions No Longer Referred: 9 MOTION To Be Excused from Service Requirements for Non-Appearing Co-Defendants (jm1,) (Entered: 06/30/2005)
06/30/2005		CLERK'S TEXT ORDER - The Application for a Clerk's Order Extending Time to Answer - Document # (6 #) submitted by (C. HOMOLASH on behalf of deft. CONNY B. MCCORMACK) on (06/28/05) has been GRANTED. The answer due date has been set for (7/12/05). CLERK'S QUALITY CONTROL MESSAGE: FOR FUTURE REF: When filing a document of this type please use APPLICATION/PROPOSED ORDER in the other events category. (db,) (Entered: 06/30/2005)
06/30/2005		Setting Deadlines as to 8 MOTION to Dismiss <i>Plaintiffs' First Amended Complaint and to Impose Sanctions on Plaintiffs as Vexatious Litigants</i> , 9 MOTION To Be Excused from Service Requirements for Non-Appearing Co-Defendants. Motion Hearing set for 8/5/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 06/30/2005)
07/01/2005	13	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT as to U.S. Attorney General (db,) (Entered: 07/06/2005)
07/01/2005	14	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT as to U.S. Attorney for the District of New Jersey. (db,) (Entered: 07/06/2005)
07/01/2005	15	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. JUDGE STEPHEN V. WILSON served on 6/13/2005, answer due 8/12/2005. (db,) (Entered: 07/06/2005)
07/01/2005	16	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. JUDGE ANDREW KLEINFELD served on 6/13/2005, answer due 8/12/2005. (db,) (Entered: 07/06/2005)
07/01/2005	17	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. JUDGE PAMALA RYMER served on 6/13/2005, answer due 8/12/2005. (db,) (Entered: 07/06/2005)
07/01/2005	18	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. JUDGE CONSUELO B. MARSHALL served on 6/13/2005, answer due 8/12/2005. (db,) (Entered: 07/06/2005)
07/01/2005	19	

		SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. CONNY B. MC CORMACK served on 6/7/2005, answer due 6/27/2005. (db,) (Entered: 07/06/2005)
07/01/2005	20	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. CENDANT CORPORATION served on 6/9/2005, answer due 6/29/2005. (db,) (Entered: 07/06/2005)
07/01/2005	21	SUMMONS Returned Executed (Amended Complaint) by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. USAA CASUALTY INSURANCE COMPANY served on 6/14/2005, answer due 7/5/2005. (db,) (Entered: 07/06/2005)
07/01/2005	22	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. PHH MORTGAGE CORPORATION served on 6/9/2005, answer due 6/29/2005. (db,) (Entered: 07/06/2005)
07/11/2005	23	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. ROBERT O. MATTHEWS served on 6/13/2005, answer due 7/5/2005. (db,) (Entered: 07/12/2005)
07/11/2005	24	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. HAROLD TENNEN served on 6/13/2005, answer due 7/5/2005. (db,) (Entered: 07/12/2005)
07/11/2005	25	Request for Default by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT against deft. ROBERT O. MATTHEWS. (Declarations annexed) (db,) (Entered: 07/12/2005)
07/11/2005	26	Plaintiffs objection to the Clerks "Grant" of time in which to answer for deft. HOUSEHOLD AUTOMOTIVE FINANCE COMPANY OF CALIFORNIA. (db,) (Entered: 07/12/2005)
07/11/2005	27	CROSS MOTION to Amend 1 Complaint,, by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. (Attachments: # 1 Plaintiffs request to take Judicial Notice# 2 Exhibit Part 1# 3 Exhibit 2# 4 Certificate of Service)(db,) (Entered: 07/12/2005)
07/12/2005	28	MOTION to Dismiss by FIDELITY NATIONAL TITLE INSURANCE COMPANY. (Attachments: # 1 Brief Memo of Law# 2 Text of Proposed Order Proposed Order# 3 Certificate of Service)(SCHRIER, STEPHEN) (Entered: 07/12/2005)
07/12/2005	29	<i>FIRST AMENDED VERIFIED ANSWER</i> to Complaint by HOUSEHOLD AUTOMOTIVE CORPORATION.(MARRA, PETER) (Entered: 07/12/2005)
07/12/2005	30	<i>BRIEF IN OPPOSITION TO REQUEST TO ENTER DEFAULT</i> filed by HOUSEHOLD AUTOMOTIVE CORPORATION. (MARRA, PETER) (Entered: 07/12/2005)
07/12/2005	31	MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> by CONNY B. MC CORMACK. Responses due by 7/22/2005 (Attachments: # 1 Motion to Dismiss# 2 Notice of Motion# 3 Certificate of Service # 4 Memorandum of

		Law# 5 Declaration of Conny B. McCormack# 6 Text of Proposed Order) (BAILEY, ELLEN) (Entered: 07/12/2005)
07/12/2005	32	Letter from PETER MARRA. (MARRA, PETER) (Entered: 07/12/2005)
07/12/2005	33	AFFIDAVIT of PETER MARRA by HOUSEHOLD AUTOMOTIVE CORPORATION. (Attachments: # 1 Affidavit # 2 Exhibit # 3 Exhibit # 4 Exhibit)(MARRA, PETER) (Entered: 07/12/2005)
07/13/2005		Motions No Longer Referred: 27 MOTION to Amend/Correct 1 Complaint,, (jm1,) (Entered: 07/13/2005)
07/14/2005		Setting Deadlines as to 27 MOTION to Amend/Correct 1 Complaint,, Motion Hearing set for 8/5/2005 before Magistrate Judge Ann Marie Donio. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 07/14/2005)
07/14/2005		(AMENDED)Setting Deadlines as to 27 MOTION to Amend/Correct 1 Complaint,, Motion Hearing set for 8/5/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 07/14/2005)
07/14/2005		Setting Deadlines as to 28 MOTION to Dismiss, 31 MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> . Motion Hearing set for 8/5/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 07/14/2005)
07/14/2005	34	BRIEF in Opposition re 27 MOTION to Amend/Correct 1 Complaint,, filed by SUZANN MARIE HANKINS, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE. (LEYH, PETER) (Entered: 07/14/2005)
07/15/2005	36	RESPONSE by plaintiffs re 30 Brief. (db,) (Entered: 07/18/2005)
07/15/2005	37	Letter from Plaintiff, Re: 7.1 extention. (db,) (Entered: 07/18/2005)
07/18/2005	35	ANSWER to Complaint by HAROLD TENNEN.(ELLIOTT, VANESSA) (Entered: 07/18/2005)
07/18/2005	40	Letter from Plaintiff ARRINGTON et al., Re: Rule 7.1 as to deft. FIDELITY TITLE INSURANCE COMPANY' S motion to dismiss. (db,) (Entered: 07/20/2005)
07/18/2005	41	Letter from Plaintiff ARRINGTON et al, Re: 7.1 rule as to deft. MCCORMACK'S motion to dismiss. (db,) (Entered: 07/20/2005)
07/19/2005	38	MOTION to Dismiss for Lack of Jurisdiction by USAA CASUALTY INSURANCE COMPANY. (Attachments: # 1 Brief in support of USAA motion to dismiss# 2 Exhibit A to USAA Motion to dismiss# 3 Exhibit B & C USAA Motion to dismiss# 4 Exhibit D,E,F - USAA motion to dismiss# 5

		Exhibit G & H USAA motion to dismiss)(POLANSKY, STEVEN) (Entered: 07/19/2005)
07/20/2005		Setting Deadlines as to 38 MOTION to Dismiss for Lack of Jurisdiction. Motion Hearing set for 8/19/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 07/20/2005)
07/20/2005	39	MOTION for Leave to Appear Pro Hac Vice of <i>Michael Conley</i> by CONNY B. MC CORMACK. (Attachments: # 1 Certification Michael Conley# 2 Certification Ellen Bailey# 3 Text of Proposed Order # 4 Certificate of Service) (BAILEY, ELLEN) (Entered: 07/20/2005)
07/21/2005		Setting Deadlines as to 39 MOTION for Leave to Appear Pro Hac Vice of <i>Michael Conley</i> . Motion Hearing set for 8/19/2005 before Magistrate Judge Ann Marie Donio. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 07/21/2005)
07/27/2005	42	BRIEF in Opposition re 27 MOTION to Amend/Correct 1 Complaint,, filed by USAA CASUALTY INSURANCE COMPANY. (POLANSKY, STEVEN) (Entered: 07/27/2005)
07/27/2005	43	AMENDED DOCUMENT by USAA CASUALTY INSURANCE COMPANY. <i>Amended Proof of Service that was attached to Document 42, Defendant USAA CIC's brief in opposition to plaintiff's motion to amend.</i> (POLANSKY, STEVEN) (Entered: 07/27/2005)
07/29/2005	44	Cross MOTION to Dismiss for Lack of Jurisdiction by HAROLD TENNEN. Responses due by 8/9/2005 (Attachments: # 1 Certification)(ELLIOTT, VANESSA) (Entered: 07/29/2005)
07/29/2005	45	Amended MOTION to Dismiss for Lack of Jurisdiction by HAROLD TENNEN. Responses due by 8/9/2005 (Attachments: # 1 Certification) (ELLIOTT, VANESSA) (Entered: 07/29/2005)
08/01/2005		Setting Deadlines as to 45 Amended MOTION to Dismiss for Lack of Jurisdiction. Motion Hearing set for 9/2/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 08/01/2005)
08/03/2005	46	REPLY to Response to Motion re 27 MOTION to Amend/Correct 1 Complaint,, filed by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Proposed Second Amended Complaint# 2 Exhibits to Proposed Second Amended Complaint)(MB,) (Entered: 08/03/2005)
08/04/2005	47	NOTICE of Appearance by LOUIS J. BIZZARRI on behalf of JUDGE STEPHEN V. WILSON, JUDGE PAMALA RYMER, JUDGE ANDREW KLEINFELD, JUDGE CONSUELO B. MARSHALL (Attachments: # 1 Certificate of Service)(BIZZARRI, LOUIS) (Entered: 08/04/2005)
08/10/2005	48	

		Pltf's Consolidated Opposition re 38 MOTION to Dismiss for Lack of Jurisdiction, 31 MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> , 8 MOTION to Dismiss <i>Plaintiffs' First Amended Complaint and to Impose Sanctions on Plaintiffs as Vexatious Litigants</i> filed by BEVERLY ANN HOLLIS-ARRINGTON. (MB,) (Entered: 08/10/2005)
08/15/2005	49	BRIEF in Opposition re 45 Amended MOTION to Dismiss for Lack of Jurisdiction filed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. (db,) (Entered: 08/16/2005)
08/17/2005	50	REPLY to Response to Motion re 8 MOTION to Dismiss <i>Plaintiffs' First Amended Complaint and to Impose Sanctions on Plaintiffs as Vexatious Litigants</i> filed by SUZANN MARIE HANKINS, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE. (LEYH, PETER) (Entered: 08/17/2005)
08/17/2005	51	NOTICE by CONNY B. MC CORMACK (Attachments: # 1 Withdrawal of Appearance for Claudine Homolash)(BAILEY, ELLEN) (Entered: 08/17/2005)
08/19/2005	52	ORDER granting 39 Motion for Michael Conley Leave to Appear Pro Hac Vice; a fee of \$150.00 made payable to "Clerk U.S. District Court" with a S.E.S.E is due from pro hac attorney . Signed by Judge Ann Marie Donio on 08/19/05. (db,) (Entered: 08/19/2005)
08/24/2005		Pro Hac Vice fee: \$ 150, receipt number 303378 received from Michael Conley (db,) (Entered: 08/29/2005)
08/26/2005	53	REPLY to Response to Motion re 28 MOTION to Dismiss <i>Plaintiff's Complaint</i> filed by FIDELITY NATIONAL TITLE INSURANCE COMPANY. (Attachments: # 1 Certificate of Service # 2 Statement Letter to Clerk)(FIKRY, ERIC) (Entered: 08/26/2005)
08/30/2005	54	First MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> by HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA. Responses due by 9/23/2005 (Attachments: # 1 Brief Memorandum of Law# 2 Certification Certification in Support# 3 Civil Cover Sheet Cover Letter to Clerk# 4 Text of Proposed Order # 5 Certificate of Service # 6 Statement Noitce of Motion) (MARRA, PETER) (Entered: 08/30/2005)
08/31/2005		Setting Deadlines as to 54 First MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> . Motion Hearing set for 10/7/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 08/31/2005)
09/02/2005	55	First MOTION to Dismiss by JUDGE STEPHEN V. WILSON, JUDGE PAMALA RYMER, JUDGE ANDREW KLEINFELD, JUDGE CONSUELO B. MARSHALL. Responses due by 10/7/2005 (Attachments: # 1 Text of Proposed Order # 2 Brief Memorandum of Law in Support of Defendants Honorable Pamela Rymer, Honorable Andrew Kleinfeld, Honorable Consuelo B. Marshall and Honorable Stephen V. Wilson's Motion to Dismiss# 3 Exhibit A,B,C, and D# 4 Certificate of Service # 5 Supplement Cover Letter) (BIZZARRI, LOUIS) (Entered: 09/02/2005)

09/02/2005		Setting Deadlines as to 55 First MOTION to Dismiss. Motion Hearing set for 10/7/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 09/06/2005)
09/08/2005		Clerk's ENTRY OF DEFAULT as to Robert O. Mathews. Request to enter default originally filed on 7/11/05. See Doc #25. (MB,) (Entered: 09/08/2005)
09/16/2005	56	Ex Parte Emergency MOTION for Restraining Order/Preliminary Injunction by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Exhibit)(sb) (Entered: 09/16/2005)
09/16/2005		Setting return date as to 56 Ex Parte Emergency MOTION for Restraining Order/Preliminary Injunction for 10/21/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THAT THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (sb) (Entered: 09/16/2005)
09/16/2005	57	Rule 7.1 Letter for extension of return date re 55 First MOTION to Dismiss filed by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT. (db,) (Entered: 09/20/2005)
09/19/2005		Motions No Longer Referred: 56 MOTION for Preliminary Injunction (jm1,) (Entered: 09/19/2005)
09/19/2005	58	ORDER granting 9 Motion to be excused from Service Requirements as to Non-Appearing Co-Defendants . Signed by Judge Freda L. Wolfson on 09/19/05. (db,) (Entered: 09/21/2005)
09/27/2005	59	MOTION for Default Judgment as to deft. ROBERT O. MATTHEWS by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Proposed Judgment)(db,) (Entered: 09/28/2005)
09/27/2005	60	RESPONSE in Opposition re 54 First MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> filed by BEVERLY ANN HOLLIS-ARRINGTON. (db,) (Entered: 09/28/2005)
09/27/2005	61	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON. SUZANN MARIE HANKINS served on 6/20/2005, answer due 7/11/2005. (db,) (Entered: 09/28/2005)
09/27/2005	62	Summons Returned Unexecuted by BEVERLY ANN HOLLIS-ARRINGTON as to EDUARDO FELDMAN. (db,) (Entered: 09/29/2005)
09/27/2005	63	SUMMONS Returned Executed by BEVERLY ANN HOLLIS-ARRINGTON. FANNIE MAE served on 9/22/2005, answer due 10/12/2005. (db,) (Entered: 09/29/2005)
09/30/2005	64	REPLY to Response to Motion re 54 First MOTION to Dismiss <i>Plaintiffs' First Amended Complaint</i> filed by HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA. (Attachments: # 1 Certificate of Service Certificate of Service# 2 Civil Cover Sheet Cover Letter to Clerk# 3 Brief Reply Brief in Further Support of HSBC's Motion to Dismiss)(MARRA, PETER) (Entered: 09/30/2005)

10/04/2005	68	CERTIFICATE OF SERVICE by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT re 59 MOTION for Default Judgment as to (db,) (Entered: 10/11/2005)
10/05/2005	65	BRIEF in Opposition re 56 MOTION for Preliminary Injunction filed by USAA CASUALTY INSURANCE COMPANY. (POLANSKY, STEVEN) (Entered: 10/05/2005)
10/05/2005	66	BRIEF in Opposition re 56 MOTION for Preliminary Injunction filed by SUZANN MARIE HANKINS, PHH MORTGAGE CORPORATION, CENDANT CORPORATION, FANNIE MAE. (LEYH, PETER) (Entered: 10/05/2005)
10/07/2005	67	BRIEF in Opposition re 56 MOTION for Preliminary Injunction filed by HOUSEHOLD FINANCE CORPORATION OF CALIFORNIA. (Attachments: # 1 Certificate of Service # 2 Civil Cover Sheet)(MARRA, PETER) (Entered: 10/07/2005)
10/11/2005	69	PLAINTIFFS REQUESTS TO TAKE JUDICIAL NOTICE by BEVERLY ANN HOLLIS-ARRINGTON (Attachments: # 1 Part 2)(db,) (Entered: 10/13/2005)
10/11/2005	70	MEMORANDUM AND POINTS OF AUTHORITY IN SUPPORT OF Opposition re 55 First MOTION to Dismiss filed by BEVERLY ANN HOLLIS-ARRINGTON. (db,) (Entered: 10/13/2005)
10/18/2005	71	REPLY to Response to Motion re 56 MOTION for Preliminary Injunction filed by BEVERLY ANN HOLLIS-ARRINGTON. (db,) (Entered: 10/20/2005)
10/18/2005	72	REPLY to Response to Motion re 56 MOTION for Preliminary Injunction filed by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Request to take Judicial Notice)(db,) (Entered: 10/20/2005)
10/19/2005	73	Request for Default by BEVERLY ANN HOLLIS-ARRINGTON, CRYSTAL MONIQUE LIGHTFOOT against deft. FANNIE MAE. (db,) (Entered: 10/25/2005)
10/27/2005	74	RESPONSE re 73 Request for Default. (LEYH, PETER) (Entered: 10/27/2005)
11/02/2005	75	MOTION to Vacate <i>Default</i> by ROBERT O. MATTHEWS. (Attachments: # 1 Certification of Robert Matthews# 2 Certification of Potter# 3 Brief in support of motion to set aside default# 4 Exhibit to Brief in Support of Motion to Set Aside Default# 5 Text of Proposed Order to Set Aside Default)(BEJSIUK, PETER) (Entered: 11/02/2005)
11/02/2005	76	MOTION to Dismiss <i>Complaint Against Matthews</i> by ROBERT O. MATTHEWS. (Attachments: # 1 Statement of Matthews# 2 Brief in Support of Motion to Dismiss# 3 Exhibit to Brief in Support of Motion to Dismiss# 4 Text of Proposed Order to Dismiss Case Against Matthews)(BEJSIUK, PETER) (Entered: 11/02/2005)
11/02/2005	77	BRIEF in Support re 76 MOTION to Dismiss <i>Complaint Against Matthews</i> filed by ROBERT O. MATTHEWS. (Attachments: # 1 Exhibit to Matthews Brief in Support of Motion to Dismiss)(BEJSIUK, PETER) (Entered: 11/02/2005)

11/02/2005		Setting Deadlines as to 76 MOTION to Dismiss <i>Complaint Against Matthews</i> , 75 MOTION to Vacate <i>Default</i> . Motion Hearing set for 12/2/2005 before Judge Freda L. Wolfson. PLEASE BE ADVISED THIS MOTION WILL BE DECIDED ON THE PAPERS UNLESS OTHERWISE NOTIFIED BY THE COURT. (db,) (Entered: 11/03/2005)
11/07/2005	78	CERTIFICATE OF SERVICE by ROBERT O. MATTHEWS re 76 MOTION to Dismiss <i>Complaint Against Matthews</i> , 75 MOTION to Vacate <i>Default</i> (BEJSIUK, PETER) (Entered: 11/07/2005)
11/10/2005	79	RESPONSE in Opposition re 75 MOTION to Vacate <i>Default</i> filed by BEVERLY ANN HOLLIS-ARRINGTON. (Attachments: # 1 Plaintiffs request to take judicial notice)(db,) (Entered: 11/14/2005)
11/15/2005	80	OPINION . Signed by Judge Freda L. Wolfson on 11/15/05. (db,) (Entered: 11/15/2005)
11/15/2005	81	ORDER dismissing 27 Motion to Amend/Correct, granting 28 Motion to Dismiss, granting 31 Motion to Dismiss, granting 38 Motion to Dismiss for Lack of Jurisdiction, granting 45 Motion to Dismiss for Lack of Jurisdiction, granting 54 Motion to Dismiss, granting 55 Motion to Dismiss, dismissing 56 Motion for Preliminary Injunction, dismissing 59 Motion for Default Judgment, granting 75 Motion to Vacate, granting 76 Motion to Dismiss, granting in part and denying in part 8 Motion to Dismiss, IT IS FURTHER ORDERED the the Court enjoins Pltfs, unless they are represented by a licensed attorney admitted to practice in this court, from filing any new action or proceeding in any federal court w/o first obtaining leave of this Court, etc.... Signed by Judge Freda L. Wolfson on 11/15/05. (MB,) (Entered: 11/15/2005)
11/15/2005		***Civil Case Terminated. (db,) (Entered: 11/15/2005)
11/16/2005	82	NOTICE OF APPEAL as to 81 Order, by BEVERLY ANN HOLLIS-ARRINGTON & CRYSTAL LIGHTFOOT. Filing fee \$255.00, receipt number 100 303837. The Clerk's Office hereby certifies the record and the docket sheet available through ECF to be the certified list in lieu of the record and/or the certified copy of the docket entries. (Attachments: # 1 EXHIBIT A)(lc,) (Entered: 11/16/2005)
12/01/2005	83	TRANSCRIPT REQUEST by BEVERLY ANN HOLLIS-ARRINGTON re 82 Notice of Appeal (USCA) (NONE REQUESTED)(lc,) (Entered: 12/06/2005)
10/31/2006	84	USCA JUDGMENT as to 82 Notice of Appeal (USCA), Notice of Appeal (USCA) filed by BEVERLY ANN HOLLIS-ARRINGTON, (Ruffin, Phyllis) (Entered: 10/31/2006)
10/31/2006	85	AMENDED ORDER that the Court enjoins pltfs., unless they are represented by a licensed attorney, from filing any new action within the USDC for NJ against the defts. named in this action, etc.; that the Clerk of the Court shall refuse to accept pleadings by pltfs. unless such submissions for filing are accompanied by an Order by this Court granting leave; that provisions of the 11/15/05 Order that are unrelated to the pre-filing injunction shall remain in

		effect; and that the Clerk shall mark this case CLOSED. Signed by Judge Freda L. Wolfson on 10/31/06. (lk,) (Entered: 10/31/2006)
12/26/2006	86	MANDATE of USCA as to 82 Notice of Appeal (USCA), Notice of Appeal (USCA) filed by BEVERLY ANN HOLLIS-ARRINGTON, (Attachments: # 1 # 2)(Hicks, Carolyn) (Entered: 12/26/2006)
12/27/2006	87	Letter from Clerk's Office re 86 USCA Mandate. (th,) (Entered: 12/27/2006)

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PACER Login:	seversonw0817:2752645:0	Client Code:	40002.0008
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9th Circuit Case Number(s) 10-56068

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CERTIFICATE OF SERVICE

When All Case Participants are Registered for the Appellate CM/ECF System

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on (date) [] .

I certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

Signature (use "s/" format)

[]

CERTIFICATE OF SERVICE

When Not All Case Participants are Registered for the Appellate CM/ECF System

I hereby certify that I electronically filed the foregoing with the Clerk of the Court for the United States Court of Appeals for the Ninth Circuit by using the appellate CM/ECF system on (date) [03/03/2017] .

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system.

I further certify that some of the participants in the case are not registered CM/ECF users. I have mailed the foregoing document by First-Class Mail, postage prepaid, or have dispatched it to a third party commercial carrier for delivery within 3 calendar days to the following non-CM/ECF participants:

Crystal Monique Lightfoot
22912 Hartland Street
West Hills, CA 91307

Signature (use "s/" format)

s/ Jan T. Chilton