S218973

IN THE Supreme Court
OF THE STATE OF CALIFORNIA

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TSVETSANA YVANOVA,

Plaintiff and Petitioner,

vs.

NEW CENTURY MORTGAGE CORPORATION, et al.,

Defendant and Respondent,

==========

AFTER A DECISION BY THE CALIFORNIA COURT OF APPEAL
SECOND APPELLATE DISTRICT • DIVISION ONE • CASE NO. B247188

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BRIEF OF THE CONSUMER ATTORNEYS OF CALIFORNIA IN SUPPORT OF REAL PARTIES IN INTEREST AS *AMICUS CURIAE*

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CERTIFICATE OF INTERESTED ENTITIES OR PERSONS
C.R.C. Rule 8.208

The following application and brief are made by the Consumer Attorneys of California ("CAOC"). CAOC is a non-profit organization of attorneys and is not a party to this action. CAOC is not aware of any entity or person that must be listed under (d)(1) or (2) of rule 8.208.

Dated: April 20, 2015 Respectfully submitted,

By: _____

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APPLICATION OF CONSUMER ATTORNEYS OF CALIFORNIA FOR LEAVE TO FILE A BRIEF AS AMICUS CURIAE IN SUPPORT OF PLAINTIFF AND APPELLANT

TO THE HONORABLE TANI CANTIL-SAKAUYE, CHIEF JUSTICE:

The undersigned respectfully request permission to file a brief as *amicus curiae* in the matter of *Tsvetana Yvanova v. New Century Mortgage Corporation, et al.* (2014) 172 Cal.Rptr.3d 104 (hereafter *Yvanova*) under Rule 8.520(t) in support of Plaintiff and Appellant, on behalf of Consumer Attorneys of California ("CAOC").

CAOC, founded in 1962, is a voluntary non-profit membership organization of approximately 3,000 consumer attorneys practicing in California. Its members predominantly represent individuals subjected to a variety of unlawful and harmful business practices, including consumer fraud, personal injuries, wage and hour violations, and insurance bad faith.

CAOC has taken a leading role in advancing and protecting the rights of injured citizens in both the courts and the Legislature. In particular, CAOC has participated as *amicus* in numerous important consumer and employee rights cases, including: *Rose v. Bank of America, N.A.* (2013) 57 Cal.4th 390; *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185; *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Kwikset v. Superior Court* (2011) 51 Cal.4th 310; and *In re Tobacco II Cases* (2009) 46 Cal.4th 298. CAOC has also participated as an *amicus* in many cases

pending at the intermediate appellate level.

CAOC has a substantive and abiding interest in ensuring that California homeowners are treated fairly. This is particularly true in the area of home finance where, not too long ago, mortgage lenders engaged in active deceptions and failed to disclose objectively material information to homeowners that led to wide-spread foreclosures and the near financial collapse of the banking industry from which California and the country are still recovering. The abhorrent practices of lenders also included industry-wide origination and lending abuses, undocumented and unrecorded assignments of promissory notes, robosigning of documents to initiate foreclosures and other unlawful foreclosure practices. This case involves one such practice, the unsubstantiated assignment of the promissory note, which CAOC is particularly concerned about. Without a clear chain of title, it is impossible for a borrower to know payments are being made to the proper party or that the party seeking to collect payments has the legal right to do so.

With respect to Rule 8.520(f)(4), no party or counsel for a party has authored the proposed brief in whole or in part. No party or counsel for a party, and indeed no person, save the authors themselves, has made a

monetary contribution to fund the preparation or submission of the following amicus brief.

The proposed brief follows.

Respectfully submitted,

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AMICUS BRIEF OF CONSUMER ATTORNEYS OF CALIFORNIA

INTRODUCTION

Amicus curiae Consumer Attorneys of California ("CAOC") respectfully submits that the decision of the Second Appellate District was in error and should be reversed. The issue in this case is whether a distressed homeowner has standing to challenge an assignment of the note and deed of trust. Here, the borrower challenged the assignment of the note and deed of trust on the basis of defects in the assignment that rendered the assignment void. Because there was no chain of title in the assignment, the assignee had no standing to foreclose on the trust deed and this was a wrongful foreclosure. Rather than view this case as a question involving the procedural rights of a homeowner who was subject to foreclosure proceedings, the Court of Appeal determined that "[a]n impropriety in the transfer of a promissory note would affect only the parties to the transaction, not the borrower." *Yvanova v. New Century Mortgage Corporation* (2014) 226 Cal.App.4th 495, 501. This position allows mortgage lenders to undermine the integrity of the courts by flouting basic procedural requirements such as standing.

CAOC respectfully urges this Court to protect California homeowners

and require that parties seeking to foreclose on a borrower's home demonstrate a clear chain of title evidencing that they have standing to collect and foreclose on the property in question.

LEGAL DISCUSSION

I. LENDERS MUST PROVE OWNERSHIP TO HAVE STANDING TO COLLECT AND FORECLOSE

The Court of Appeal in this case held that "[a]n impropriety in the transfer of a promissory note would . . . affect only the parties to the transaction, not the borrower. The borrower thus lacks standing to enforce any agreements relating to such transactions." Opinion at p. 7. However, in *Cockerell v. Title & Ins. Co.* (1954) 42 Cal. 284, this Court held that a party claiming rights as an assignee of a mortgage note bears the burden of proving it received a valid assignment by "clear and positive evidence," and that courts are prohibited from presuming such assignments are valid. (*Id*. at p. 292, citations omitted.)

Cockerell keenly observed that ". . . the measure of sufficiency requires that the evidence of assignment be clear and positive to protect an obligor from any further claim by the primary obligee . . . ." and a lender who fails to prove it received a valid assignment of the mortgage note has "no

standing to complain" about not receiving proceeds of the note or a sale of property securing it. (*Id*. at p. 293, emphasis added.) Thus, according to this Court's decision in *Cockerell*, it is the party who cannot prove they received a valid mortgage assignment who lacks standing, not the borrower alleging and absent or defective assignment. *See also Mata v. Citimortgage* (C.D. Cal. 2011) 2011 WL 4542723, *2 (because *Cockerell* requires a party claiming rights under an assignment to prove a valid assignment, borrowers stated a valid claim for declaratory relief as to whether their servicer was entitled to collect their monthly mortgage payments where defendants refused borrowers' demands to provide such proof); *see also In re Veal* (9th Cir. B.A.P. 2011) 450 B.R. 897, 908, 913 (financial institutions that were not initial note payees were required to demonstrate facts to establish prudential standing to sue to enforce the note, in turn requiring them to demonstrate a factual basis for claiming the substantive legal right to enforce the note).

Common sense dictates that one who claims ownership, and all the benefits that go along with ownership, must actually own that which they claim ownership in. Thus, *Cockerell* merely stands for the commonsense principal that lenders must prove they have ownership if they wish to collect or foreclose on a debt.

More troubling is the fact that the Court of Appeal below ignored this Court's binding precedent and created new rule of law which strips away the

rights of homeowners to challenge the validity of the assignments of their mortgage notes.

Under the doctrine of stare decisis, "[t]he decisions of this court are binding upon and must be followed by all" lower courts, which "must accept the law declared by courts of superior jurisdiction." *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 455 (citing *People v. McGuire* (1872) 45 Cal. 56, 57-58; *Latham v. Santa Clara County Hospital* (1951) 104 Cal.App.2d 336, 340; *Globe Indemnity Co. v. Larkin* (1944) 62 Cal.App.2d 891, 894).

Lower courts are not only bound by the result in a Supreme Court case, but also "must follow the reasoning found therein." *Loshonkohl v. Kinder* (2003) 109 Cal.App.4th 510, 517 (citing *Auto Equity Sales*, 57 Cal.2d at 455) (emphasis added); *see also People v. Perez* (2010) 182 Cal.App.4th 231, 245 ("we are bound by [the Supreme Court's] reasoning" (emphasis added)); *Priceline.com Inc. v. City of Anaheim* (2010) 180 Cal.App.4th 1130, 1149 ("we are constrained to analyze this case under the rationale stated [by the Supreme Court]"); *WSS Indus. Const., Inc. v. Great West Contractors, Inc.* (2008) 162 Cal.App.4th 581, 596 ("We are bound by this reasoning."); *Atkinson v. Golden Gate Tile Co.* (1913) 21 Cal.App. 168, 174 (lower courts have "no option but to follow and apply the reasoning [of Supreme Court opinions] in disposing of the points made [in later cases]" (emphasis added)).

This is so whatever the lower court "may think of the reasoning" when considering similar issues in future cases. *Vielehr v. State Personnel Bd.* (1973) 32 Cal.App.3d 187, 193. The Supreme Court's analysis and reasoning in its opinions is not to be set aside and ignored by lower courts, particularly where the analysis was "responsive to an argument raised by counsel and probably intended for guidance of the court and attorneys upon a new hearing." *United Steelworkers of America v. Board of Education* (1984) 162 Cal.App.3d 823, 834-35 (citing *Auto Equity Sales*, 57 Cal.2d at 455; *Wall v. Sonora Union High Sch. Dist.* (1966) 240 Cal.App.2d 870, 872).

Here, the Court of Appeal's decision does violence to this Court's decision in *Cockerell* as it completely ignores the rights of a homeowner and goes even further by actually precluding them from challenging the validity of the assignments.

II. FAILURE TO REQUIRE MORTGAGEES TO PROVE OWNERSHIP OF PROMISSORY NOTE EXPOSES BORROWERS IN DEFAULT TO THE POSSIBILITY OF FRAUD

Plaintiff's mortgage was one of millions of California mortgages that were originated to securitize rather than originated to hold. *Yvanova v. New Century Mortgage Corporation* (2014) 226 Cal.App.4th 495, 497. Under

this model, originators funded the loans and immediately sold them, which meant that the originators bore little or none of the risk of nonpayment. The Federal Crisis Inquiry Commission ("FCIC") concluded in its January 2011 report that this new "originate to distribute" or "originate to securitize" model "undermined responsibility and accountability for the long-term viability of mortgages and mortgage-related securities and contributed to the poor quality of mortgage loans." (Financial Crisis Inquiry Report, Financial Crisis Inquiry Committee (January 2011) ("FCIC") at p. 25, available at http://www.gpo.gov/fdsys/pkg/GPO-FCIC/pdf/GPO-FCIC.pdf.)

In order to "churn" securitizations, lenders often took shortcuts in the transfer and recording of mortgage documents. In written testimony to the House Financial Services Committee Subcommittee on Housing and Community Opportunity, Adam J. Levitin discussed the implications of the failure to properly transfer mortgage documents:

> The chain of title problems are highly technical, but they pose a potential systemic risk to the US economy. If mortgages were not properly transferred in the securitization process, then mortgage-backed securities would in fact not be backed by any mortgages whatsoever. The chain of title concerns stem from transactions that make assumptions about the resolution of unsettled law. If those legal issues are resolved differently, then there would be a failure of the transfer of mortgages into securitization trusts, which would cloud title to nearly every property in the United States and would create contract rescission/putback liabilities in the trillions of

> dollars, greatly exceeding the capital of the US's major financial institutions.
>
> These problems are very serious. **At best they present problems of fraud on the court, clouded title to properties coming out of foreclosure, and delay in foreclosures that will increase the shadow housing inventory and drive down home prices.** At worst, they represent a systemic risk that would bring the US financial system back to the dark days of the fall of 2008.

Adam J. Levitin, *Robo-Signing, Chain or Title, Loss Mitigation, and Other Issues in Mortgage Servicing*, Testimony before the House Financial Services Committee Subcommittee on Housing and Community Opportunity (November 18, 2010), Executive Summary (emphasis added).

Professor Levitin also identifies the complications of these failures on the foreclosure process:

> Concerns about securitization chain of title also go to the standing question; **if the mortgages were not properly transferred in the securitization process [], then the party bringing the foreclosure does not in fact own the mortgage and therefore lacks standing to foreclose**.

Id., p. 2 (emphasis added).

More recently, Professor Levitin describes how "liberalizing" the mortgage enforcement rules creates an "unearned windfall for mortgagees:"

> Problems with mortgage title do not mean that a loan is not outstanding or that it is not in default. Instead, the mortgage title issue is about the

> specific question of who has the right to enforce the mortgage and the consequences of improper foreclosures. Insisting that foreclosures be carried out only by parties with standing may appear to be a procedural nicety that has little to do with moral rights or economic reality. Such a view fundamentally misunderstands the mortgage contract. The mortgage contract is not simply an agreement that the home may be sold upon a default on the loan. Instead, **it is an agreement that if the homeowner defaults on the loan, the mortgagee may sell the property pursuant to the requisite legal procedure. A mortgage loan involves a bundle of rights, including procedural rights. These procedural rights are not merely notional; they are explicitly priced by the market**. Mortgage finance availability and pricing is statistically correlated with variations in procedural protections for borrowers. Retroactively liberalizing the rules for mortgage enforcement creates an unearned windfall for mortgagees.

Adam J. Levitin, "The Paper Case: Securitization, Foreclosure, and the Uncertainty of Mortgage Title," Duke Law Journal, 63 Duke L.J. 637, 650-51 (footnotes omitted, emphasis added).

In California, from 2007 to 2011 alone, there were over 900,000 completed foreclosure sales. In 2011, 38 of the top 100 hardest hit ZIP Codes in the nation were in California.[1] And the foreclosure crisis is far from over. According to a January 2015 report from RealtyTrac®, California posted a 43 percent year-over-year increase in foreclosure auctions with

[1] Mortgage Brokers, Lenders, and Servicers – Foreclosure – Records and Recordation – Notice, 2012 Cal. Legis. Serv. Ch. 86 (A.B. 278).

significant increases in overall foreclosure activity in the San Francisco (35 percent increase) and Los Angeles (34 percent increase) metropolitan markets.[2] Although it may seem an exaggeration for Plaintiff Yvanova to allege that the party seeking to foreclosure on her home did not have standing to do so, the robosigning of foreclosure documents is rampant. In a case involving Deutsch Bank, one of the parties alleged to be in the chain of title here, Judge Arthur M. Schack in New York refused to grant foreclosure relief based on dubious documentation. The foreclosing party proffered an assignment from Indymac Bank to Deutsche Bank National Trust Company. The assignment recited the same address for Indymac and Deutsche Bank and was executed for Indymac by the same person who executed the affidavit for Deutsche Bank in support of foreclosure. In suggesting that the anomalous assignment may be an attempted fraud, Judge Schack,

> ...wonder[ed] if the instant foreclosure action is a corporate "Kansas City Shuffle," a complex confidence game. In the 2006 film, Lucky Number Slevin, Mr. Goodkat, (a hitman played by Bruce Willis), explains ... [that] "[a] Kansas City Shuffle is when everybody looks right, you go left ... It's not something people hear about. Falls on deaf ears mostly ... No small matter. Requires a lot of planning. Involves a lot of people. People connected by the slightest of

[2] U.S. Foreclosure Activity Increases 5 Percent in January Driven By 15-Month High in Bank Repossessions, RealtyTrac, (Feb. 11, 2015) at: http://www.realtytrac.com/news/foreclosure-trends/january-2015-u-s-foreclosure-market-report/.

> events. Like whispers in the night, in that place that never forgets, even when those people do." In this foreclosure action is plaintiff ... with its "principal place of business" in Kansas City attempting to make the Court look right while it goes left?

Deutsche Bank National Trust Company v. Maraj (2008), 18 Misc.3d 1123(A), *3, 856 N.Y.S.2d 497 (table).

Some foreclosing lenders have gone so far as to take the position that the law should yield to the industry's practices. As Judge Boyko, of the United States District Court for the Northern District of Ohio, observed in *In re Foreclosure Cases*, 2007 WL 3232430, *3 n. 3 (N.D.Ohio, Oct. 31, 2007), the repetitive turnover nature of the residential mortgage after-market does not relieve a foreclosing party from proving standing:

> [The], "Judge, you just don't understand how things work," argument **reveals a condescending mindset and quasi-monopolistic system where financial institutions have traditionally controlled, and still control, the foreclosure process**. Typically, the homeowner who finds himself/herself in financial straits, fails to make the required mortgage payments and faces a foreclosure suit, is not interested in testing state or federal jurisdictional requirements, either pro se or through counsel. Their focus is either, "how do I save my home," or "if I have to give it up, I'll simply leave and find somewhere else to live."... There is no doubt every decision made by a financial institution in the foreclosure process is driven by money. And the legal work which flows from winning the financial institution's favor is highly lucrative. There is nothing improper or wrong with financial institutions or

> law firms making a profit – to the contrary, they should be rewarded for sound business and legal practices. However, **unchallenged by underfinanced opponents, the institutions worry less about jurisdictional requirements and more about maximizing returns**. Unlike the focus of financial institutions, the federal courts must act as gatekeepers, assuring that only those who meet diversity and standing requirements are allowed to pass through. Counsel for the institutions are not without legal argument to support their position, but their arguments fall woefully short of justifying their premature filings, and **utterly fail to satisfy their standing and jurisdictional burdens**. The institutions seem to adopt the attitude that since they have been doing this for so long, unchallenged, this practice equates with legal compliance. Finally put to the test, their weak legal arguments compel the Court to stop them at the gate. The Court will illustrate in simple terms its decision: "Fluidity of the market" – "X" dollars, "contractual arrangements between institutions and counsel" – "X" dollars, "purchasing mortgages in bulk and securitizing" – "X" dollars, "rush to file, slow to record after judgment" – "X" dollars, "the jurisdictional integrity of United States District Court" – "Priceless."

The jurisdictional integrity of the California courts is also "priceless." Robosigning of mortgage assignment and foreclosure documents compromises this integrity. A party seeking to foreclose should be required to demonstrate an unbroken chain of title that gives it standing to foreclose. Allowing purported mortgagees to shortcut the procedural requirements risks not only fraud on the borrower but also fraud on the courts.

In March 2012, 49 state attorneys general, including California Attorney General Kamala D. Harris, and the federal government announced a joint state-federal settlement with the nation's five largest mortgage services: ALLY/GMAC, Bank of America, Citi, JPMorgan Chase and Wells Fargo.[3] The settlement involved various allegations of misconduct, including:

- issuance of improper mortgages;
- **premature and unauthorized foreclosures**;
- violations of services members' and other homeowners' rights and protections;
- **the use of false and deceptive affidavits and other documents**; and
- waste and abuse of taxpayer funds.

United States of America, et al. v. Bank of America Corp., et al., U.S. District Court for the District of Columbia, Case No. 1:12-cv-00361, Corrected Complaint (Dkt. No. 4-1), ¶ 2.

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[3] Department of Justice Release, $25 Billion Mortgage Servicing Agreement Filed in Federal Court (March 12, 2012) available at: https://d9klfgibkcquc.cloudfront.net/Settlement-USDOJ-FILING-news-release.pdf. The complaint, consent judgments and other settlement documents are available at: http://www.nationalmortgagesettlement.com/.

Specifically, with regard to foreclosures, the state and federal governments alleged:

> The Banks' failure to follow appropriate foreclosure procedures, and related unfair and deceptive practices include, but are not limited to, the following:
>
> **a. failing to properly identify the foreclosing party**;
>
> b. charging improper fees related to foreclosures;
>
> **c. preparing, executing, notarizing or presenting false and misleading documents, filing false and misleading documents with courts and government agencies, or otherwise using false or misleading documents as part of the foreclosure process (including, but not limited to, affidavits, declarations, certifications, substitutions of trustees, and assignments);**
>
> **d. preparing, executing, or filing affidavits in foreclosure proceedings without personal knowledge of the assertions in the affidavits and without review of any information or documentation to verify the assertions in such affidavits. This practice of repeated false attestation of information in affidavits is popularly known as "robosigning." Where third parties engaged in robosigning on behalf of the Banks, they did so with the knowledge and approval of the Banks;**
>
> e. executing and filing affidavits in foreclosure proceedings that were not properly notarized in accordance with applicable state law;
>
> f. misrepresenting the identity, office, or legal status of the affiant executing foreclosure-

related documents;

g. inappropriately charging servicing, document creation, recordation and other costs and expenses related to foreclosures; and

h. inappropriately dual-tracking foreclosure and loan modification activities, and failing to communicate with borrowers with respect to foreclosure activities.

Id. at ¶ 64 (emphasis added).

These practices were and are industry-wide abuses of the legal process and of mortgage borrowers, millions of whom reside in California. As noted above, the question here is not whether or not Plaintiff Yvanova was in default on her mortgage. The question is whether or not the foreclosure action was brought by a party with standing or whether the practice of robo-signing assignment and foreclosure documents was used to shortcut her procedural rights.

Accordingly, CAOC urges this Court to find that a party originating a foreclosure must prove it is the beneficial holder of the promissory note. Anything less unnecessarily exposes California borrowers to the possibility of fraud.

III. PARTIES WHO WOULD LACK STANDING TO FORECLOSE JUDICIALLY SHOULD NOT BE ALLOWED TO FORECLOSE NON-JUDICIALLY

It has long been the law in California that one who does not own a debt secured by a mortgage or deed of trust cannot foreclose on the property securing the debt. (*See, e.g., Adler v. Newell* (1895) 109 Cal. 42, 49-50 [a mortgage is "a mere incident to the debt" that "belongs to the holder of the note, and could be foreclosed only by the latter"]; *see also Ord v. McKee* (1855) 5 Cal. 515, 516, cited with approval in *Adler, supra*; Restatement Property 3d, § 5.4(c), Transfer of Mortgages and Obligations Secured By Mortgages.) It is also the law that a party who claims it received an assignment of a mortgage note must prove it received a valid assignment before it can foreclose judicially. (5 Witkin, Cal.Proc., Pleadings, §§ 675, 676, *citing Dunn v. Warden* (1915) 28 Cal.App. 202, 203.) The underlying principle is that only the owner of the debt (or its agent) may exercise rights under the accompanying security agreement.

The same reasoning applies to non-judicial foreclosures: Only the debt owner or its agent may exercise the power of sale under the accompanying security agreement. This has been the law in this state since at least 1855, and the Civil Code's non-judicial foreclosure provisions do not alter this rule, as demonstrated by the provisions of California's Homeowner

Bill of Rights (§ 2923.55(b)(1)(B)) that requires servicers to notify borrowers that they may demand the servicer provide them with documents necessary to prove the indebtedness and the servicer's right to enforce it.

It follows that when a borrower brings a lawsuit to prevent non-judicial foreclosure, the courts should hear that lawsuit where the borrower alleges facts which, if proved, would show that the foreclosing entity is not the owner of the debt, or the owner's agent. Facts that would establish a defense to judicial foreclosure based on the foreclosing entity's lack of standing suffice to state a claim to enjoin or recover damages flowing from such an entity's non-judicial foreclosure.

That suit, like here, may be a suit based on existing law seeking relief such as quieting title, a judicial declaration of the rights and duties of the borrower on the one hand and the putative lender or servicer on the other (*see, e.g., Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th 1149), restitution of sums paid to the wrong party (*see, e.g., Naranjo v. SBMC Mortgage* (S.D. Cal. 2012) 2012 WL 3030370), or other remedies.

CONCLUSION

For the forgoing reasons, CAOC urges this Court to reverse the Court of Appeal's holding that "[a]n impropriety in the transfer of a promissory

note would . . . affect only the parties to the transaction, not the borrower. The borrower thus lacks standing to enforce any agreements relating to such transactions." Opinion at p. 7. Such a holding compromises the integrity of the California courts and undermines the procedural protections of California consumers. As such, the CAOC respectfully urges this Court find for Plaintiff Yvanova and require the party bringing a foreclosure action to prove it has standing to enforce the promissory note.

Dated: April 20, 2015 Respectfully submitted,

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CERTIFICATE OF WORD COUNT

Pursuant to California Rules of Court, rule 8.504(d)(1), the undersigned counsel certifies that the text of this petition uses a proportionately spaced Times New Roman 13-point typeface, and that the text of this petition consists of 5122 words as counted by the Word for Mac program used to generate this petition.

Dated: April 20, 2015

_____

Sharon J. Arkin

DECLARATION OF SERVICE BY MAIL

I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of Los Angeles, over the age of 18 years, and not a party to or interested party in the within action; that declarant's business address is 225 S. Olive Street, Suite 102, Los Angeles, CA 90012.

2. That on April 20, 2015, declarant served the **BRIEF OF THE CONSUMER ATTORNEYS OF CALIFORNIA IN SUPPORT OF REAL PARTIES IN INTEREST AS AMICUS CURIAE** by depositing a true copy thereof in a United States mail box at Los Angeles, California in a sealed envelope with postage fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th day of April, at Brookings, Oregon.

_____
Sharon J. Arkin

Counsel for Defendants and Respondents

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Deutsche Bank National Trust Company, OCWEN Loan Servicing LLC and Western Progressive LLC

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Tsvetsana Yvanova

Courtesy Copies

Clerk of the Court
California Court of Appeal
Second Appellate District, Division 1
300 South Spring Street
Los Angeles, CA 90013

Clerk for the Hon. Russell Kussman
Los Angeles County Superior Court
6230 Sylmar Ave.
Van Nuys, CA 91401