KATRINA GJURASHAJ
34202 PINEHURST DRIVE,
YUCAIPA, CA 92399
Phone (951) 801-9526
Defendant In Pro Se

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

DEUTSCHE BANK National Trust Co. Plaintiff, V. KATRINA GJURASHAJ and Does 1-6 Inclusive.	Case No.: UDSS 803197 Judge: **SUPPLEMENTAL Declaration of KATRINA GJURASHAJ in OPPOSITION TO PLAINTIFF Motion for Summary Judgment** [FILED CONCURRENTLY WITH NOTICE OF MOTION AND MOTION FOR SUMMARY JUDGMENT, DEFENDANT'S POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT DEFENDANT'S SEPARATE STATEMENT OF UNDISPUTED FACTS AND SUPPORTING EVIDENCE ON MOTION FOR SUMMARY JUDGMENT] [Proposed] Order] Date of Hearing:_8/1/2008 Time of Hearing: _7:45 am Department: _S31

DECLARATION OF DEFENDANT KATRINA GJURASHAJ
IN OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

I KATRINA GJURASHAJ being first duly sworn and under oath deposes and declares as follows:

1. I have personal knowledge of the facts and matters set forth in this declaration and should I be called upon as a witness to testify to the same I can and will testify competently thereto.

2. I am the Defendant in the foregoing matter.

3. I am a plaintiff in case CIVSS805619 .

4. I would request the court take judicial notice of this complaint CIVSS805619 . pursuant to evidence code section 452.

5. The court approved my application to record a lis pendance challenging the foreclosure procedures followed in this case CIVSS805619 .. As further support of my opposition to the procedures under Civil Code 2924 that where not followed. I do now incorporate by this reference to my verified complaint and recorded les pendence. Attached to this declaration and incorporated by this reference as though set out fully herein as exhibit "A".

6. Most notably I claim that the assignment of deed of trust was not recorded till 6/2/2006 as required under California Civil Code 2932.5. See exhibit "B" attached ind incorporated by this reference as though set out fully herein. The Beneficiary herein had no power of sale without the recording of a transfer prior to the notice of default and therefore could not foreclose under Civil code 2924 as a matter of law.

7. The Note as executed on September 21, 2005 was in favor of New Century Mortgage to my knowledge after examining the public records of the County recorders office, The promissory note was never indorsed to DEUTSCHE BANK National Trust Co.

8. I have never been informed or notified by New Century or DEUTSCHE BANK National Trust Co. or anyone that my Note was sold to DEUTSCHE BANK National Trust Co

9. I have never been requested to make any payments to DEUTSCHE BANK National Trust Co

10. I have personally researched the Status of DEUTSCHE BANK National Trust Co and discovered that they were and are not now authorized to conduct business in the State of California. I have attached hereto and incorporate herein as Exhibit (3) a true and correct copy of the Secretary of State records for Deutsche Bank National Trust Co. and none exist.

11. DEUTSCHE BANK National Trust Co Does not have standing to be a Plaintiff in this matter.

I Make this statement under penalty of perjury under the Laws of the State of California.

DATED:_____

_____
KATRINA GJURASHAJ

EXHIBIT "A"

CIVSS805619 . Verified Complaint

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT: First American Loanstar Trustee Services, Chase Home Finance LLC, New century Mortgage Deutsche Bank. [illegible] and Does 1-X inclusive
(AVISO AL DEMANDADO):

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

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

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 17 2008

By Olivia Wolfe Deputy

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

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

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is: Superior Court of California, County of San Bernardino, 303 West 3rd Street, San Bernardino CA 92410, Central Division
(El nombre y dirección de la corte es):

CASE NUMBER: CIVSS 805619
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Katrina Gjurashnej
34202 Pinehurst Dr.
Yucaipa CA 92399

DATE: JUN 17 2008 Clerk, by OLIVIA WOLFE, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

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

[SEAL] COPY

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☐ on behalf of *(specify):*
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
   ☐ other *(specify):*
4. ☐ by personal delivery on *(date):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

KATRINA GJURASHAJ
34202 PINEHURST DRIVE,
YUCAIPA, CA 92399
Phone (951) 801-9526
Attorney In Pro Se

FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 17 2008

By Olivia Wolfe Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KATRINA GJURASHAJ Plaintiff, V. FIRST AMERICAN LOANSTAR TRUSTEE SERVICES, CHASE HOME FINANCE, LLC, NEW CENTURY MORTGAGE, DEUTSCHE BANK and Does 1-X Inclusive. Defendant.	CASE NO: CIVSS- 805619 JUDGE: ALVAREZ FIRST AMENDED COMPLAINT FOR: 1. DECLARATORY RELIEF 2. INJUNCTIVE RELIEF 3. FRAUD 4. REFORMATION OF CONTRACT based on Negligence 5. REFORMATION OF CONTRACT Based on Fraud 6. TO SET ASIDE FORECLOSURE SALE 7. Slander of Title

Plaintiff complains and for causes of action alleges as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. Plaintiff is now and at all times relevant has been a resident of the County of San Bernardino, State of California and the owner of a parcel of Real Property commonly known as 34202 PINEHURST DRIVE, YUCAIPA, CA 92399---

APN# 0303-711-11-0-000

and with a legal description as:

Lot 38, of Tract No. 15889 as shown on Subdivision Map in Book 295, Pages 8 through 17, inclusive of Maps, Official Records San Bernardino County.

2. Defendant CHASE HOME FINANCE ("Chase") on information and belief is and at all times herein mentioned was an up-line purchaser of the loan against Plaintiff's Real Property as funded by New Century Mortgage, Chase is and has been doing business as a Lender for Mortgages and Trust Deeds in the County of San Bernardino, State of California, Defendant DEUTSCHE Bank after the wrongful foreclosure of Plaintiff's property now claims to be the beneficiary of this Note, on information and Belief they are not and were not at the time of the Foreclosure, Plaintiff is informed and believes that they did not have an assignment of this note to them, and did not pay a consideration for the Note, the acts and events of these Defendants have affected this Plaintiff a citizen of the State of California in the County of San Bernardino.

3. Defendant, FIRST AMERICAN LOANSTAR TRUSTEE SERVICES ("First American") at all times relevant was a corporation doing business in the city of Fort Worth Texas, and in San Bernardino, California, their actions and omissions have caused injury to Plaintiff a citizen of the State of California.

4. Defendant New Century Mortgage, (NCM) was the initial LENDER on Plaintiff's Real Property they were headquartered in Irvine California, NCM is a known predatory lender who has had cease and desist orders issued from New York and Massachusetts, and several class action litigations which finally forced them into bankruptcy and out of business. They charged excessive rates of interest for their loans, placed consumers in loans they could not afford and didn't need, and loans they could not even maintain the monthly payment for, as well as other acts that have

been defined as Predatory in practice. New Century placed GJOLAJ, and TALOMA, who took out the loan for the benefit of Plaintiff, in such a loan.

5. New Century bundled securitized and sold their loans as Mortgage Backed Securities, upon defaulting sub prime loans made by New Century they ultimately were required to repurchase some or all of those loans, and have subsequently as they ran out of money and were not able to repurchase these loans, on or about April 4, 2007 filed for Bankruptcy.

6. On or about September 21, 2005 ROBERT GJOLAJ, AND MINERVA TALOMA, financed the property at issue for Plaintiff through New Century Mortgage, at the time Plaintiff was a known and disclosed third party beneficiary of the loan, after the loan was funded and on or about December 12, 2005 GJOLAJ and TALOMA immediately deeded the property to Plaintiff who now has and claims a beneficial and possessory interest in this property.

7. At some point in time it is believed that Defendant Chase acquired the loan and thereafter resold it but retained the servicing rights to this loan and has since held them self out to be a beneficiary, and Plaintiff is informed and believes and therefore alleges that this defendant is neither a beneficiary or trustee under either the Trust Deed or Note.

8. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES I through X, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

9. Plaintiff is informed and believe and thereon allege that, at all times herein

mentioned each of the defendants sued herein was the agent and employee of each of the remaining defendants and at all times was acting within the purpose and scope of such agency and employment.

10. On or about Sept 21, 2005 GJOLAJ and TALOMA financed the property at issue in their name for Plaintiff as Plaintiff's credit was partially impaired. The loan was made through New Century Mortgage Corporation ("New Century") for the refinance of this property.

11. Directly after the package was completed and all papers were signed but before the first payment became due New Century sold or bundled this loan.

12. On information and belief Plaintiff alleges that the Trust Deed and note were sold on multiple occasions, and now each of the defendants herein named claims to have some interest in Plaintiff's Real Property Trust Deed and Note.

13. On information and belief plaintiff alleges that this note and Trust Deed was at some point in time bundled into a package with other loans as a Derivative and sold to investors as a "Mortgage-Backed Security."

14. Plaintiff alleges that Mortgage-Backed Securities resemble bonds, instruments issued by governments and corporations that promise to pay a fixed amount of interest for a defined period of time. Mortgage-Backed Securities are created when a company such as but not limited to Bear Stearns "BUYS" a bunch of Trust Deeds from a primary lender, such as but not limited to Defendant herein, and then bundles them into a public offering, and then uses the monthly payment of hundreds and thousands of borrowers, as the revenue stream to pay investors who have "BOUGHT" chunks of the offering.

15. On information and belief, Mortgage-Backed Securities: are Bond-type investment securities representing an undivided interest in a pool of Mortgages or trust deeds.

16. On information and belief Plaintiff alleges that the note and Trust Deed evidencing the loan against her property was at some point in time bundled into a package with other loans and sold to investors as a "Mortgage-Backed Security." (MBS) Those Investors who acquired an interest in these MBS's are now the Holders of the Note in Due Course, and the Trust Deed, these investors are the true Beneficiary of this Loan.

17. The investors who have bought chunks of the offering may be in some cases foreign investors, or trusts, or hedge funds, or any other vehicle created to market these securities their true identity has been concealed in violation of Cal. Civ. Code section 2924, et. seq..

18. On Information and belief Plaintiff alleges that Chase was merely servicing this loan for ½ a point and not as a Trustee. or Holder in Due Course.

19. On information and belief Plaintiff alleges that none of the defendants have a lawful power of appointment as Trustee, and that none are the holder of the Note in due course or at all, and that the notices recorded were Materially defective as they were not authorized by the Beneficiary and or issued by a validly appointed Trustee. Plaintiff further alleges that NONE of these Defendants "CAN" produce an original Note and TD properly assigned or indorsed to them at or prior to the time of the commencement of the Foreclosure, and that they can not show that any consideration was paid by them for this Note. In addition Plaintiff further alleges that the Notices did not include her in the Foreclosure as they were not directed to her.

Plaintiff further alleges that these Defendants do not have any right to enforce this Note, further that NO Defendant herein (i) is the holder of the Note in due course, or trustee lawfully appointed or substituted, or (ii) is entitled to enforce the Note, and (iii) the Note lacks proper Endorsements and or assignments. Plaintiff further alleges, on information and belief that many NOTES have been found to have been securitized to more than one trust, which constitutes a FRAUD, and Plaintiff believes that her Note is one of many that have been so securitized, and that if any defendant herein should produce what could be purported to be an original Note, it may be a forgery and unenforceable.

20. Trust Deeds have three primary designations they are Trustee, Trustor (borrower) and Beneficiary. A Deed of Trust: Is a legal document which conveys title to real estate to a disinterested third party (trustee) who "HOLDS" the title until the owner of the property has repaid the debt. In states where it is used, a deed of trust accomplishes essentially the same purpose as a regular Mortgage. (Also called "trust deed" or "trust indenture"). In some states, this is used in place of a Mortgage. Three people are involved in a deed of trust: the borrower, the lender and the trustee. The borrower transfers the legal title for the property to the trustee who holds the property as a security for the debt. If the borrower pays the Trust Deed as agreed, the trustee gives the legal title to the owner. If the borrower does not pay the Trust Deed as agreed, the trustee can sell the property. Therefore the Trustee will always hold the original note.

21. An actual controversy has arisen and now exists between plaintiff and defendants concerning their respective rights, obligations and duties in that plaintiff

contends that none of these defendants have a right to foreclose on her Note and deed of trust, whereas defendants dispute these contentions and contends that irrespective of the fact that they do not own this security and have NO TITLE TO THIS SECURITY, nor power of appointment, or proper indorsements or assignments and have not paid any consideration for this note, and did not own this note at the time they commenced the foreclosure, and that none of them can produce the original note and or chain of title evidencing their claim of ownership they have the right to foreclose.

22. Plaintiff desires a judicial determination of Defendants rights, obligations and duties, to determine the status of this Note as stated in paragraph 21, above, and a declaration as to who owns the deed of trust and Note regarding Plaintiff's real property, and who has a right to the payments there under and to foreclose thereon.

23. A judicial declaration is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain her rights, obligations and duties and to whom they are owed, and what she owes. Plaintiff is under a financial burden and emotional strain which she is suffering due to this unsettled state of affairs.

24. Defendants have foreclosed on Plaintiff's home and note and they were not entitled to do so as the Notices were materially defective. Plaintiff has been irreparably damaged in the loss of her home, and her investment in the same.

FIRST CLAIM FOR RELIEF
FOR DECLARATORY RELIEF AGAINST
ALL DEFENDANTS

25. Plaintiff re-alleges and incorporates all prior allegations as set forth above.

26. Plaintiff alleges that none of the Defendants herein can be acting as a trustee or successive trustee because they were NOT appointed by a legitimate Beneficiary and

therefore have no right to foreclose on this note and deed of trust. .

27. On information and belief Plaintiff alleges that CHASE is not the Note holder or trustee and never has been, and has no right to foreclose on Plaintiff's note.

28. Plaintiff alleges on information and belief that CHASE did not at the time of the commencement of the Foreclosure and at this time hold valid title to this deed of trust and Note, with proper indorsements or assignments to them and that they did not then pay any consideration for this Note.

29. Plaintiff further alleges on information and belief that the real Beneficiary was concealed during the Notice stages of the Foreclosure in contravention to Cal. Civ. Code section 2824 et. sec.

30. An actual controversy has arisen and now exists between plaintiff and defendants concerning their respective rights, obligations and duties in that plaintiff contends that none of these defendants had a right to foreclose on her Trust Deed and note securing the property at issue, as none of them were either the Beneficiary or a Trustee validly appointed, and that none of these defendants held the actual Note assigned to them or indorsed to them prior to the date of the commencement of the Foreclosure, or paid any consideration for any assignment or endorsement. Whereas defendants dispute these contentions and contend that irrespective of the fact that they did not own this Note, and do not own this Note and did not give any consideration for this Note, and that it was not assigned or indorsed to them prior to the commencement of this foreclosure, and are not the holders of any note in due course, and can not produce the original note and chain of title with proper indorsements over to them, they have a right to foreclose.

31. Plaintiff desires a judicial determination of Defendants rights, obligations and duties, and a declaration as to who owns the Trust Deed and Note securing her property and who has a right to the payments there under and or to foreclose thereon, if any.

32. A judicial declaration is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain her rights, obligations and duties and to whom they are owed, and what amount. Plaintiff is under a financial burden and emotional strain which she is suffering due to this unsettled state of affairs.

33. If Defendants foreclose on her home and note and they are not entitled to do so Plaintiff will be irreparably damaged in the loss of her home, and her investment in the same.

SECOND CLAIM FOR RELIEF
INJUNCTIVE RELIEF
ALL DEFENDANTS

34. Plaintiff re-alleges and incorporates all prior allegations as set forth above

35. Plaintiff is now, and at all times mentioned in this complaint has been the owner of a certain described parcel of real property commonly known as 34202 PINEHURST DRIVE, YUCAIPA, CA 92399

36. Plaintiff is informed and believes and therefore alleges that Defendants and each of them is not now, nor have they been in a lawful position as either a beneficiary or a trustee lawfully appointed under this Trust Deed and Note at issue.

37. On or about March 17, 2006 and continuing to the present, defendants have wrongfully and unlawfully issued a notice of default and thereafter an intent to foreclose on Plaintiffs real property as described above, and have wrongfully foreclosed on the Note at issue.

38. That Defendants have no right or legal authority to foreclose on Plaintiffs real property as plaintiff is informed and believes that Defendants were not the legal owner of the note and Trust Deed and are not the trustee of the same, lawfully appointed or substituted..

38. Plaintiff is informed and believes that these Defendants can not provide evidence to the contrary in the form of an Original Note properly indorsed, or chain of title showing any interest in this Note by them.

39. Defendants wrongfully foreclosed on Plaintiff's property interest with defective notices.

40. As a result of Defendants' acts, Plaintiff has sustained great and irreparable injury in that Defendants have unlawfully take property from plaintiff that they are not entitled to.

41. Plaintiff cannot be fully compensated in damages, and is without an adequate remedy at law because the exact amount of damage plaintiff has sustained are difficult if not impossible to determine and the real property at issue is a one of a kind property, whose value to plaintiff will be impossible to determine in a monetary value. Plaintiff further has no administrative remedies that may be pursued and requests a Mandatory Injunction ordering these Defendants to restore her to her Property.

42. As a further result of defendants' acts, plaintiff has sustained damage in an as yet undetermined amount, and if these acts are permitted to continue plaintiff will be further damaged in an amount to be alleged when and as these additional damages have been determined.

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THIRD CLAIM FOR RELIEF
FRAUD
(Predatory Lending Practices)
BY NEW CENTURY

43. Plaintiff re-alleges and incorporates all prior allegations as set forth above

44. Defendant NEW CENTURY on or about September 21, 2005 misrepresented the terms of the loan, the interest rate and the charges they offered to GJOLAJ, and TALOMA for the Benefit of Plaintiff.

45. Plaintiff relied on the representations of Defendant and approved the loan that GJOLAJ, and TALOMA signed for her benefit.

46. Plaintiff relied on the representations of defendant and her reliance was justified.

47. The statements made by Defendant New Century were false and known by them to be false when and as made

48. Defendants knew at the time they made these representations to GJOLAJ, and TALOMA and to Plaintiff and others that they were untrue. This is further evidenced by the several Class action litigations filed against New Century.

49. New Century knew the loan was for Plaintiff yet they intentionally placed Plaintiff in a loan that they knew she was not able to sustain.

50. Plaintiff has been damaged in an amount that she is currently unable to ascertain but will offer and show this amount at the time of trial.

51. The said acts of this defendant were malicious, fraudulent, and oppressive and were known by this defendant to be deceitful at the time of the event as they have already been through this in several states including Florida and South Carolina so they are well aware of their status. Plaintiff is entitled to and seeks exemplary damages of $1,000,000.

52. Plaintiff has been damaged in an amount that she is currently unable to ascertain but will offer and show this amount at the time of trial.

53. The said acts of this defendant were malicious, fraudulent, and oppressive and were known by this defendant to be deceitful at the time of the event as they have already been through this in several states including Florida and South Carolina so they are well aware of their status. Plaintiff is entitled to and seeks exemplary damages of $1,000,000.

FOURTH CLAIM FOR RELIEF
Reformation Of Contract
Based On Lender Negligence
Which Caused A Partial Failure Of The Consideration
Secured By The Note And Trust Deed
ALL DEFENDANTS

54. Plaintiff re- alleges and incorporates all prior allegations as though set forth above

55. Plaintiff alleges that she was a third party beneficiary under the Note at issue and was further on title to this property.

56. Plaintiff further alleges that the Notices did not include her in the Foreclosure as they were not directed to her.

57. Plaintiff alleges on information and belief that in 1933, in the wake of the 1929 stock market crash and during a nationwide commercial bank failure and the Great Depression, two members of Congress put their names on what is known today as the Glass-Steagall Act (GSA).

58. This act separated investment and commercial banking activities. At the time, "improper banking activity", or what was considered overzealous commercial bank involvement in stock market investment, was deemed the main culprit of the financial crash. The Glass-Steagall Act, was written to limit the conflicts of interest when commercial banks are permitted to underwrite stocks or bonds.

59. On information and belief Plaintiff alleges that for more than 20 years the Banking industry whittled away at Glass-Steagall before finally breaking down its regulatory restrictions in August 1987, that was when *Alan Greenspan* – (formerly a director of J.P. Morgan) and a proponent of banking deregulation -- became chairman of the Federal Reserve Board.

60. Plaintiff alleges that with Greenspan in charge, in 1990, J.P. Morgan became the first bank to receive permission from the Federal Reserve to underwrite securities, so long as its underwriting business did not exceed a10 percent limit.

61. In December 1996, with the support of Chairman Alan Greenspan, the Federal Reserve Board issued a precedent-shattering decision permitting bank holding companies to own investment bank affiliates with up to 25 percent of their business in securities underwriting (up from the 10 percent limit).

62. This expansion of the loophole created by the Fed's (Greenspan) 1987 reinterpretation of Section 20 of Glass-Steagall effectively rendered Glass-Steagall obsolete

63. In 1999, after 25 years and $300 million of the banks lobbying efforts, Congress, aided by President Bill Clinton, finally repealed Glass-Steagall. This paved the way for the problems we are now facing.

64. After the demise of Glass-Steagall US Banks began to make loans with the idea that those loans would be securitized and sold off to investors, this allowed for two things, (i) immediate profits, and (ii) no requirement to maintain loans against capital reserves. In other words the Banks could make unlimited numbers of loans and had a ready market to dispose of them through investors, thereby enhancing their profits

through the points and underwriting and associated loan fees they made up front, and the stream in excess of the actual loan amount they received from the sale of the Notes and Trust Deeds or Mortgages.

65. To further their concept Deutsche Bank AG, Goldman Sachs Group Inc., **Bear Stearns** Cos., Citigroup Inc., and JPMorgan Chase & Co. conceived the sub prime model that they securitized and marketed to investors as Derivatives, "Mortgage Backed Securities" This group became known as the "Group of Five"

66. On information and belief Plaintiffs allege that This Group of (5) which included Defendant Bear Sterns, KNEW that the Sub Prime loans would default even before they designed the model, they further knew that the rate of default was tied to the interest rate, and even knowing this they created a model destined to failure by virtue of their high rates of interest and ARM type of loans.

67. Derivatives such as these Mortgage Backed securities are a very dangerous instrument as they are based on a value that the contracting parties have no interest in, the value is based on the value of the debt secured and the credit of the borrower.

68. Loans were made through warehouse lines established by the banks for their subsidiary Mortgage Companies then sold by the initiating lender to its up-line bank, that bank immediately sold the loan to its up-line, sort of like a reverse Multiple Level Marketing program.

69. Ultimately after sales sometimes as many as 5 to 8 up-line sales the loans were bundled into a group of 150 or more loans and sold to a corporation or LLC where the debt instruments were securitized and sold off in chunks through Wall Street to high income and average investors.

70. Many of these packages were actually underwritten by the banks themselves.

71. One bank in the chain retained the servicing rights to these loans or sold those rights off separately. Because of the confusion, and the multiple sales and multiple repurchase agreements between the banks and the entities that hold the debt securities, in most cases the wrong party today is attempting to foreclose on Real Estate loans.

72. Greenspan and the banking industry set the pace for their disaster through their negligence, which was exacerbated by greed. They have just duplicated the events that caused the Market and Bank crash of 1929. Bear Sterns, Citibank and Washington Mutual were on the verge of collapse until they were bailed out by money that may have come from the Mid East, and several other major banks are on the edge of this same collapse, to date more than 254 Bank related Mortgage companies have so far failed including Option One, and New Century Mortgage.

73. Plaintiff alleges on information and belief that by 2003 most creditworthy borrowers had already refinanced their houses at 2003's record-low mortgage rates.

74. Plaintiff further alleges that by 2004 there was a Global "investor" demand for these derivatives, "Mortgage Backed Securities". To meet this demand Wall Street had to find a new source of loans. Those still available mainly involved subprime borrowers, who paid higher rates because they were seen as credit risks.

75. Plaintiff alleges on information and belief that In February of 2004 Representatives of five Wall Street banks met to put together the Sub Prime Mortgage loan model which included the securitizing of Sub Prime Mortgage, and Trust Deed Notes. Those Banks on information and belief were Deutsche Bank AG, Goldman Sachs Group Inc. Bear

Stearns Cos. Citigroup Inc., and JPMorgan Chase & Co.

76. Plaintiff is also informed and believes that the foregoing Banks plus at least 50 other traders and lawyers met at Deutsche Bank's Wall Street office to help set the trading rules and design the new "Sub Prime" product.

77. Plaintiff is also informed and believes that the Traders called themselves the "group of five," and that meeting became a turning point in the history of Wall Street and the global economy.

78. Plaintiff is further informed and believes that at subsequent meetings The group of five and their attorneys designed new standardized contracts that would allow firms to protect themselves from the risks of subprime mortgages, enable speculators to bet against the U.S. housing market, and help meet demand from institutional investors for the high yields of loans to homeowners with poor credit.

79. The tools they designed were so negligently thought out and designed that they magnified losses so much that a small number of defaulting subprime borrowers could and did devastate securities held by banks and pension funds globally, freeze corporate lending, and bring the world's credit markets to a standstill.

80. The standardized contract the group of Five created for mortgage-backed securities were complicated, layered instruments.

81. The subprime boom for a short period of time enriched investment bankers, lenders, brokers, investors, realtors and credit-rating companies. It allowed hundreds of thousands of Americans to buy homes they never believed they could afford, and in fact they couldn't.

82. In New York, the ratings companies Standard & Poor's, Moody's Investors Service

and Fitch Ratings put their stamp of approval on securities backed by loans to people who couldn't afford them. They negligently or intentionally failed to use historical data to qualify high-risk borrowers, that was readily available to grade the securities.

83. On information and belief Deutsch Bank's intent--on that February evening in 2005: was to design a new financial product that would standardize mortgage-backed securities, including those based on high-yield subprime loans, paving the way for their rapid growth.

84. In February 2005, pension funds, banks and hedge funds owned fixed-income securities that were earning returns close to historic lows. AAA-rated securities based on home loans offered yields averaging a full percentage point higher than 10-year Treasuries at the time.

85. The banks wanted more mortgage-backed securities to sell to clients. Creating a standardized ``synthetic" instrument, or derivative, would leverage small numbers of subprime mortgages into bigger securities. In this way, the firms could produce enough to meet global demand.

86. As the group nailed down the details, the International Swaps and Derivatives Association, which sets trading terms for dealers, arranged conference calls including more of Wall Street to promote the securities.

87. At this point, some of the biggest mortgage underwriters -- Lehman Brothers, Merrill, Bank of America Corp. and Morgan Stanley –became part of the Group.

88. By June, of 2005 a new contract was agreed upon and was endorsed by all of the members, and other remaining banks that hadn't been party to the group of five negotiations signed on, this includes the defendants herein. The banks would go on to

create similar derivative contracts to trade securities backed by loans for commercial buildings and collateralized debt obligations, or CDOs, which are securities backed by various kinds of debt.

89. The banks then created an index to represent the market and help hedge general market exposure. It was called the ABX-HE and would be similar to the indexes traders use for baskets of stocks. The participants believed, that the index would add to the market's liquidity, or depth, by attracting more trading.

90. The new derivatives were a hit among the group of five's customers -- the banks and other institutional investors bought them to lock in high yields.

91. Plaintiff is informed and believes that by September 2005, some within Deutsche Bank were already beginning to worry about defaults on subprime mortgages and how that might affect the securities based on them, and that a team of Deutsche Bank analysts that month warned of growing subprime market risks.

92. The ABX-HE index started trading on Jan 19, 2006. At 8 a.m. Shortly after the opening, Quotes from brokers selling the ABX were dropping, an indication that a number of investors wanted to short the securities.

93. On its first day, the index traded more than $5 billion. The cost of wagering against the securities was rising, a sign that traders saw an increased chance of default, however even knowing their problem existed the banks and the defendants herein continued to promote sub-prime loans to people who couldn't afford the monthly payments.

94. Plaintiff is informed and believes that in the months to come, Deutsche Bank and at least one other member of the group of five, Goldman Sachs, began using subprime

derivative contracts to bet the other way "Short Selling" and guard against the possibility that subprime mortgages might default.

95. Deutsche Bank had "insider knowledge" of the damaging events that were about to unfold in the U. S housing market. They new the risks of a downturn were significant enough to justify the millions of dollars it would cost to "short," or wager against, subprime securities. And they invested to obtain a six-fold return.

96. Plaintiff alleges that the derivatives the group of five helped create –and that ALL banks, mortgage companies and lenders participated in including the original lender of Plaintiff and which banks packaged into Collateral Debt Obligations--CDOs -- caused the subprime crisis, and the depreciation of homes and the loss of their value and that these Defendants and each of them participated in and were part of the cause of this sub-prime crisis and the loss of the value of Plaintiff's real property.

97. Plaintiff alleges that the banks and particularly the defendants herein owed Plaintiff a duty of care or at least a duty of fair and good faith dealing to insure that they would do nothing to threaten the value of her home which was used as consideration for the Note and Mortgage

98. Plaintiff alleges that due to the breaches of the duties owed to Plaintiff or defendants negligence as described herein or their lack of concern for home borrowers as they were profit motivated the value of her home has diminished substantially and she has lost a significant equity therein all due to these defendants motivation for profits.

99. Defendant breached that duty of care owed to Plaintiff by their greed and negligence in causing the real estate market to rise by making loans to people that

could not repay the loan then fall as the defaults rose and bank foreclosures became a staple leaving Plaintiff with a Mortgage and Note that exceeds the value of her home.

100. That the acts of these Defendants' were the direct and proximate cause of Plaintiff's injury and damages.

101. That by virtue of Defendants carelessness plaintiff has been damaged in the loss of the equity in her Real Property as well as the loss of a substantial value therein.

102. That due to the negligence of these defendants, Plaintiff's consideration for the Note and Mortgage has partially failed and her property has declined in market value.

103. That Plaintiff seeks a Reformation of the Note and Mortgage to the actual present value of her property less her equity at the time of the last loan, as will be demonstrated at the time of trial.

Alternatively
FIFTH CLAIM FOR RELIEF
Reformation Of Contract
Based On Lender And Creditor FRAUD
Which Caused A Partial Failure Of The Consideration
Secured By The Note And Trust Deed
ALL DEFENDANTS

104. Plaintiff re-alleges and incorporates all prior allegations as set forth above.

105. On information and belief Plaintiff alleges that Defendants along with an un named defendant Deutsche Bank intentionally and knowingly created a model that was intended to cause a spiral of inflation and then a collapse of the real estate market by expanding the sub prime base and lending money to borrows that they knew lacked the means to repay the loans, and to insure that the borrowers would collapse under the weight of the Mortgage payments they initiated an ARM type of standard loan with payments that graduated over periods of time.

106. That evidence has been available to the lending community dating to 1995 which showed and established that Sub-prime loans had traditionally been a problem even with fixed rate loans.

107. That armed with this vast array of knowledge, Deutsche Bank and these defendants created and modeled an industry standard for these loans which included among other criteria less stringent requirements, such as No doc loans and ARM'S (Adjustable Rate Mortgages) all calculated to lend the borrower to early default and foreclosure.

108. Plaintiff alleges on information and belief that in 1933, in the wake of the 1929 stock market crash and during a nationwide commercial bank failure and the Great Depression, two members of Congress put their names on what is known today as the Glass-Steagall Act (GSA).

109. This act separated investment and commercial banking activities. At the time, "improper banking activity", or what was considered overzealous commercial bank involvement in stock market investment, was deemed the main culprit of the financial crash. The Glass-Steagall Act, was written to limit the conflicts of interest when commercial banks are permitted to underwrite stocks or bonds.

110. On information and belief Plaintiff alleges that for more than 20 years the Banking industry whittled away at Glass-Steagall before finally breaking down its regulatory restrictions in August 1987, that was when *Alan Greenspan* – (formerly a director of J.P. Morgan) and a proponent of banking deregulation -- became chairman of the Federal Reserve Board.

111. Plaintiff alleges that with Greenspan in charge, in 1990, J.P. Morgan became the

first bank to receive permission from the Federal Reserve to underwrite securities, so long as its underwriting business did not exceed a10 percent limit.

112. In December 1996, with the support of Chairman Alan Greenspan, the Federal Reserve Board issued a precedent-shattering decision permitting bank holding companies to own investment bank affiliates with up to 25 percent of their business in securities underwriting (up from the 10 percent limit).

113 This expansion of the loophole created by the Fed's (Greenspan) 1987 reinterpretation of Section 20 of Glass-Steagall effectively rendered Glass-Steagall obsolete

114. In 1999, after 25 years and $300 million of the banks lobbying efforts, Congress, aided by President Bill Clinton, finally repealed Glass-Steagall. This paved the way for the problems we are now facing.

115. After the demise of Glass-Steagall US Banks began to make loans with the idea that those loans would be securitized and sold off to investors, this allowed for two things, (i) immediate profits, and (ii) no requirement to maintain loans against capital reserves. In other words the Banks could make unlimited numbers of loans and had a ready market to dispose of them through investors, thereby enhancing their profits through the points and underwriting and associated loan fees they made up front, and the stream in excess of the actual loan amount they received from the sale of the Notes and Trust Deeds or Mortgages.

116. To further this scheme **Deutsche Bank AG**, initiated a meeting at which Goldman Sachs Group Inc., Bear Stearns Cos., Citigroup Inc., and JPMorgan Chase & Co. were invited and were present and conceived the sub prime model that they securitized and

marketed to investors as Derivatives, "Mortgage Backed Securities" This group became known as the "Group of Five"

117. Derivatives are a very dangerous instrument as they are based on a value that the contracting parties have no interest in, the value is based on the value of the debt secured and the credit of the borrower which for sub prime loans was at best questionable.

118. Plaintiff is informed and believes that At the time the Group of (5) developed the marketing strategy and scheme to marker large numbers of Sub Prime Loans they had in front of them reports from the American Bankers association, Inside Mortgage Finance and the Federal Reserve System that demonstrated by charts and graphs, that during the period from 1995 through 2003 Sub Prime loans even on Fixed interest rates had an unusually high rate of failure and default. Armed with this knowledge the Banks determined to move ahead knowing that they would end up with a large number of defaults and foreclosures and that these large numbers of defaults and foreclosures would destroy the Real Estate Market and they would end up foreclosing on millions of these Notes and the homes secured by them.

119. Loans were made through warehouse lines established by the banks for their subsidiary Mortgage Companies which they acquired or establish to enter their temporary but lucrative market, then sold by the initiating lender to its up-line bank, that bank immediately sold the loan to its up-line, sort of like a reverse Multiple Level Marketing program.

120. Ultimately after sales sometimes as many as 5 to 8 up-line sales the loans were bundled into a group of 9000 or more loans and sold to a corporation or LLC or one

was created for the purpose where the debt instruments were securitized and sold off in chunks through Wall Street to high income and average investors.

121. In many instances Plaintiff is informed and believes the Notes securing Real Property were securitized to more than one source which act constitutes Fraud.

122. Many of these packages were actually underwritten by the banks themselves.

123. One bank in the chain retained the servicing rights to these loans or sold those rights off separately. Because of the confusion, and the multiple sales and multiple repurchase agreements between the banks and the entities (some times more than one) that hold the debt securities, in most cases the wrong party today is attempting to foreclose on Real Estate loans. And in the instant case these defendants are the incorrect party.

124. Greenspan and the banking industry set the pace for their disaster through their negligence, or intent which was exacerbated by greed. They have just duplicated the events that caused the Market and Bank crash of 1929. Bear Sterns, Citibank, Merrill Lynch and Washington Mutual were on the verge of collapse until they were bailed out by money that may have come from the Mid East, and several other major banks are on the edge of this same collapse, to date more than 254 Bank related Mortgage companies have so far failed including Option One, and New Century Mortgage, and all of this was foreseen by these defendants, as this defendant on information and belief when their own product was securitized shorted those securities to make even larger profits at the risk to their own investors. In addition Plaintiff is informed and believes that the internal book keeping department at Deutsche bank knew and reported the problem early on and before the sub prime mess got out of control.

Deutsche bank knew or should have known that there sub prime product was destined to cause a market melt down.

125. Plaintiff alleges on information and belief that by 2003 most creditworthy borrowers had already refinanced their houses at 2003's record-low mortgage rates.

126. Plaintiff further alleges that by 2004 there was a Global "investor" demand for these derivatives, "Mortgage Backed Securities". To meet this demand Wall Street had to find a new source of loans. Those still available mainly involved subprime borrowers, who paid higher rates because they were seen as credit risks.

127. Plaintiff alleges on information and belief that In February of 2004 Representatives of five Wall Street banks met to put together the Sub Prime Mortgage loan model which included the securitizing of Sub Prime Mortgage, and Trust Deed Notes. Those Banks on information and belief were, Deutsche Bank AG, (one of the defendants herein) Goldman Sachs Group Inc. Bear Stearns Cos. Citigroup Inc., and JPMorgan Chase & Co.

1278. Plaintiff is also informed and believes that the foregoing Banks plus at least 50 other traders and lawyers met at **Deutsche Bank's Wall Street office** to help set the trading rules and design the new "Sub Prime" product.

129. Plaintiff is also informed and believes that the Traders called themselves the "group of five," and that meeting became a turning point in the history of Wall Street and the global economy, in fact it destroyed both..

130. Plaintiff is further informed and believes that ***at subsequent meetings The group of five and their attorneys designed new standardized contracts that would allow firms to protect themselves from the risks of subprime mortgages,***

enable speculators to bet against the U.S. housing market, and help meet demand from institutional investors for the high yields of loans to homeowners with problem or substandard credit.

131. The tools they designed were so negligently or intentionally thought out and designed that they magnified losses so much that a small number of defaulting subprime borrowers could and did devastate securities held by banks and pension funds globally, freeze corporate lending, and bring the world's credit markets to a standstill.

132. The standardized contract the group of Five created for mortgage-backed securities were complicated, layered instruments intending to shield the banks from lawsuits.

133. The subprime boom for a short period of time enriched investment bankers, lenders, brokers, investors, realtors and credit-rating companies. It allowed hundreds of thousands of Americans to buy homes they never believed they could afford, and in fact they couldn't.

134. In New York, the ratings companies Standard & Poor's, Moody's Investors Service and Fitch Ratings put their stamp of approval on securities backed by loans to people who couldn't afford them. They disregarded documentary evidence that these securities were in fact flawed and a crisis waiting to happen. They failed to take into consideration or use historical data to grade the securities and failed to adjust to the widespread weakening of criteria used to qualify high-risk borrowers.

135. On information and belief Deutsche Bank's intent--on that February evening in 2005: was to design a new financial product that would standardize mortgage-backed

securities, including those based on high-yield subprime loans, paving the way for their rapid growth and their ultimate collapse.

136. In February 2005, pension funds, banks and hedge funds owned fixed-income securities that were earning returns close to historic lows. AAA-rated securities based on home loans offered yields averaging a full percentage point higher than 10-year Treasuries at the time and the rating companies were ready and willing to place their stamp of approval on this flawed concept.

137. The banks wanted more mortgage-backed securities to sell to clients. Creating a standardized ``synthetic'' instrument, or derivative, would leverage small numbers of subprime mortgages into bigger securities. In this way, the firms could produce enough to meet global demand.

138. As the group nailed down the details, the International Swaps and Derivatives Association, which sets trading terms for dealers, arranged conference calls including more of Wall Street to promote the securities.

139. At this point, some of the biggest mortgage underwriters -- Lehman Brothers, Merrill, Bank of America Corp. and Morgan Stanley –became part of the Group.

140. By June, of 2005 a new contract was agreed upon and was endorsed by all of the members, and other remaining banks that hadn't been party to the group of five negotiations signed on, this includes Deutsche Bank who initiated the concept. The banks would go on to create similar derivative contracts to trade securities backed by loans for commercial buildings and collateralized debt obligations, or CDOs, which are securities backed by various kinds of debt including Credit Card, and Student and auto Loans.

141. The banks then created an index to represent the market and help hedge general market exposure. It was called the ABX-HE and would be similar to the indexes traders use for baskets of stocks. The participants believed, that the index would add to the market's liquidity, or depth, by attracting more trading.

142 The new derivatives were a hit among the group of five's customers -- the banks and other institutional investors bought them to lock in high yields.

143. Plaintiff is informed and believes that by September 2005, some within Deutsche Bank were already beginning to worry about defaults on subprime mortgages and how that might affect the securities based on them, and that a team of Deutsche Bank analysts that month warned of growing subprime market risks. Yet the Banks moved ahead full steam creating these loans, knowing that they would collapse.

144. The ABX-HE index started trading on Jan 19, 2006. At 8 a.m. Shortly after the opening, Quotes from brokers selling the ABX were dropping, an indication that a number of investors wanted to short the securities.

145. On its first day, the index traded more than $5 billion. The cost of wagering against the securities was rising, a sign that traders saw an increased chance of default, however even knowing the problem existed, the banks and the defendants herein continued to promote sub-prime loans to people who couldn't afford the monthly payments.

146. Plaintiff is informed and believes that in the months to come, Deutsche Bank and at least one other member of the group of five, Goldman Sachs, began using subprime derivative contracts to bet the other way "Short Selling" and profit from a market destined to collapse.

147. Deutsche Bank **having created the Model** had "insider knowledge" of the damaging events that were about to unfold in the U. S housing market. They new the risks of a downturn were significant enough to justify the millions of dollars it would cost to "short," or wager against, subprime securities. And they invested to obtain a six-fold return.

148. Plaintiff alleges that the derivatives the group of five helped create –and that ALL banks and lenders participated in including the original lender of Plaintiff and which banks packaged into Collateral Debt Obligations--CDOs -- caused the subprime crisis, and the depreciation of homes and the loss of their value and that these Defendants and each of them participated in and were part of the cause of this sub-prime crisis and the loss of the value of Plaintiff's real property. And that they knew at the time that the loan was made to Plaintiff that he would be caught up in this mess and they would ultimately foreclose on her home.

149. Plaintiff alleges that the banks and particularly the defendant herein Planned and artificially created a run of inflation by making loans to anyone who could sign an X by her name as long as he was breathing, then intentionally crashed the market by stopping to make such loans and viciously foreclosing on the sub prime and prime lenders caught up in the swindle created by Deutsche Bank

150. Plaintiff alleges that due to the Fraud and concealment or at best the negligence of the defendant Deutsche Bank or their lack of concern for home borrowers as they were profit motivated the value of Plaintiff's home has diminished substantially and Plaintiff has lost a significant equity therein and to add insult to injury Defendant Deutsche Bank then authorizes a foreclosure but had no right to do so.

151. Defendant breached that duty of care owed to Plaintiff by their greed, Fraud and or negligence in causing the real estate market to rise by making loans to people they could not repay the loan then fall as the defaults rose and bank foreclosures became a staple leaving Plaintiff with a Mortgage and Note that exceeded the value of her home.

152. That the acts of these Defendants' were the direct and proximate cause of Plaintiff's injury and damages.

153. That by virtue of Defendants carelessness plaintiff has been damaged in the loss of the equity in her home as well as the loss of a substantial value therein and the actual loss of her property.

154. That Plaintiff relied on the representations and or their concealed facts and her reliance was justified, and in doing so he has been damaged in the loss of equity in her home and her credit standing.

155. That due to the actual Fraud of these defendants, Plaintiff's consideration for the Note and Mortgage has partially failed and her property has declined in market value.

156. That Plaintiff seeks (i) restitution of her property (ii) that the sale be set aside and (iii) a Reformation of the Note and Mortgage to the actual present value of her home less her equity at the time of the loan, as will be demonstrated at the time of trial, plus actual damages, Special Damages and exemplary damages.

157. That by virtue of Defendants fraud which amounts to oppression and Malice Plaintiff is further entitled to exemplary damages of $10,000,000.00

PLAINTIFFS SIXTH CLAIM FOR RELIEF
TO SET ASIDE A FORECLOSURE SALE
AND REINSTATE PLAINTIFF ON TITLE.
ALL DEFENDANTS

158. Plaintiff re-alleges and incorporates all prior allegations as set forth above

159. Defendants notices were defective, by way of example, and without limiting the problems to the following:

a. The Notices were ambiguous as they lacked clarity as to the role of the parties and who authorized their acts

b. The Notices failed to disclose the identity and contact information for the Beneficiary

c. The Notices were General and Not specific

d. The notices were not authorized by the Beneficiary

e. The Notices were not issued by a Trustee

f. Plaintiff who was on title was not included in the foreclosure Notices

160. Plaintiffs property has been wrongfully sold by defendants at a foreclosure auction Plaintiff requests the court to set aside the sale and reinstate Plaintiffs on title.

SEVENTH CLAIM FOR RELIEF
SLANDER OF TITLE
ALL DEFENDANTS

161. Plaintiff re-alleges and incorporates all prior allegations

162. Plaintiff alleges that defendants have filed and recorded against HER Real Property notices of Default and Intent to foreclose and thereafter held an auction and recorded a Deed transferring title to this Property in an attempt to conceal their Fraud, which on information and belief may include double securitizing of the Note for this loan, and that these recordings were a wrongfully recording, and unlawfully recorded and was an intentional, knowing and willful act.

163. That the recording of these false notices which were or should have been know by the defendants at the time of their recording has Slandered the title to Plaintiff's real property and that Plaintiff has been damaged by this act and therefore seeks exemplary as well as actual damages for Defendants knowing and improper misconduct.

WHEREFORE, plaintiff demands judgment for:

1. A Mandatory Injunction requiring these defendants to restore Plaintiff to her rightful possession of this property and preventing Defendants and their, his, her, or its agents, employees, officers, attorneys, and representatives from engaging in or performing any of the following acts: (i) offering, or advertising this property for sale and (ii) holding any further auction for the same.

2. Damages against defendant in an amount subject to proof at the time of trial.

3. Costs of this action and attorney's fees as they become appropriate and other just relief.

4. For a declaration that none of the Defendants were the Beneficiary or Trustee at the time of the commencement of the Foreclosure, and are not the Beneficiary or trustee of the Note and Trust Deed and have any right to foreclose on Plaintiff's real property.

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5. For Reformation of the Note and Deed of trust to reflect the real current value of the property less Plaintiff's pro rata share of equity at the time of the acquisition. .

6. For such other and further relief as the court deems proper

Dated: June 16 2008

KATRINA GJURASHAJ
34202 PINEHURST DRIVE,
YUCAIPA, CA 92399
Phone (951) 801-9526

VERIFICATION

I, KATRINA GJURASHAJ, am the Plaintiff in the above-entitled action. I have read the foregoing Amended *Complaint* and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at San Bernardino County, California.

DATED: June 16 2008

KATRINA GJURASHAJ

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

KATRINA OTHRASHAT
31202 PINHURST
IRVINE CA 92779

Recorded In Official Records, County of San Bernardino

LARRY WALKER
Auditor/Controller – Recorder

4/29/2008
12:37 PM
80

P Counter

Doc#: 2008-0191290

Titles: 1 Pages: 7

Fees	29.00
Taxes	0.00
Other	0.00
PAID	$29.00

SPACE ABOVE FOR RECORDER'S USE ONLY

NOTICE OF PENDENCY OF ACTION

Title of Document

THIS AREA FOR RECORDER'S USE ONLY

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

(Rev. 9/27/07-c:dt)

(Word/S:/Doc Exam/Cover Sheet)

FILED-Central District
SUPERIOR COURT
SAN BERNARDINO COUNTY
APR 29 2008
By Stephanie Chandler Deputy

SUPERIOR & MUNICIPAL COURTS

COUNTY OF SAN BERNARDINO

CENTRAL DISTRICT

Katrina Gjurashaj
(PLAINTIFF)

vs.

First American Loanstar Trustee Services, Chase Home Finance LLC, New Century Mortage, and DOES 1-X Inclusive
(DEFENDANT)

Case Number CIVSS 805619

JUDICIAL APPROVAL FOR RECORDATION (CCP 405.21)

JUDICIAL APPROVAL FOR RECORDATION

The attached Notice of Pendency of Action presented by the within named Plaintiff, in pro persona is hereby approved for recordation at the Office of the County Recorder wherein the real property described is situated.

The property affected is commonly known as:
34202 Pinehurst Dr.
Yucaipa, CA 92399

with a legal description as follows:
Lot 38, of Tract No. 15889 as shown on Subdivision Map in Book 295, Pages 8 through 17, inclusive of Maps, Official Records San Bernardino

APR 29 2008
Date

Judge
Supervising Judge
Name (type or print)

JUDICIAL APPROVAL FOR RECORDATION

FILED-Central District
SUPERIOR COURT
SAN BERNARDINO COUNTY
APR 29 2008
By Stephanie Chandler Deputy

SUPERIOR & MUNICIPAL COURTS

COUNTY OF SAN BERNARDINO

CENTRAL DISTRICT

CIVSS

Katrina Gjurashaj (PLAINTIFF)

vs.

First American Loanstar Trustee Services, Chase Home Finance, LLC, New Century Mortgage, and DOES 1-X Inclusive (DEFENDANT)

CASE NUMBER: 805619

NOTIFICATION

PENDENCY OF ACTION

TO: RECORDER
SAN BERNARDINO COUNTY

Notice is hereby given that an action concerning real property or affecting the title or the right of possession of real property was filed April 28, 2008, between the above named parties.

The property affected in the above case is commonly known as:

34202 Pinehurst Dr.
Yucaipa, CA 92399

With a legal description as follows:

Lot 38, of Tract No. 15859 as shown on Subdivision Map in Book 295, Pages 8 through 17, inclusive of Maps, official Records San Bernardino County.

Katrina Gjurashaj
Signature of Party in Pro Per

Katrina Gjurashaj
Printed Name of Party in Pro Per

Superior Court Executive Officer

By: Stephanie Chandler
Deputy County Clerk

Verified On: APR 29 2008

NOTICE OF PENDENCY OF ACTION

THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN MY OFFICE.

ATTEST APR 29 2008

Clerk of the Superior Court of the State of California, in and for the County of San Bernardino.

By _____ Deputy

RECORDING REQUESTED BY Plaintiff KATRINA GJURASHAJ
AND WHEN RECORDED MAIL TO

KATRINA GJURASHAJ
34202 PINEHURST DRIVE,
YUCAIPA, CA 92399

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SAN BERNARDINO County, California

KATRINA GJURASHAJ Plaintiff, vs. FIRST AMERICAN LOANSTAR TRUSTEE SERVICES, CHASE HOME FINANCE, LLC, NEW CENTURY MORTGAGE, and Does 1-X Inclusive. Defendant.	Case No. CIVSS 805619 Judge: ALVAREZ NOTICE OF PENDENCY OF ACTION CCP § 405.20

NOTICE OF PENDENCY OF ACTION

Notice is given that the above-entitled action was filed in the above-entitled court on April 28, 2008 by KATRINA GJURASHAJ plaintiff, against FIRST AMERICAN LOANSTAR TRUSTEE SERVICES, CHASE HOME FINANCE, LLC, and NEW

CENTURY MORTGAGE defendants. The action affects the title to a specific parcel of Real Property and the right to lawful possession of the same, the property location is 34202 PINEHURST DRIVE. YUCAIPA, CA 92399 whose Parcel ID Number is APN# 0303-711-11-0-000 and which is identified in the complaint in the action. The property affected by the action is located in the County of San Bernardino, California, and is described as follows:

Lot 38, of Tract No. 15889 as shown on Subdivision Map in Book 295, Pages 8 through 17, inclusive of Maps, Official Records San Bernardino County.

The nature of the claims are (i) DECLARATORY RELIEF (ii) INJUNCTIVE RELIEF (iii) FRAUD, and (iv) REFORMATION OF CONTRACT due to Negligence and (v) REFORMATION OF CONTRACT due to FRAUD

Dated 4-27-08

Katrina Gjurashaj

KATRINA GJURASHAJ
Attorney for Plaintiff in Pro Se.

ACKNOWLEDGMENT

Subscribed and sworn to before me this 27 day of April, 2008

Susan L. Schmitz, Notary Public

Notary Public in and for the county of San Bernardino, State of California

SUSAN L. SCHMITZ
COMM. # 1728874
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires March 4, 2011

Approved By:

Judge of the Superior Court

ACKNOWLEDGMENT

State of California
County of San Bernardino)

On April 27, 2008 before me, Susan L. Schmitz, Notary Public
(insert name and title of the officer)

personally appeared Katrina Briscoe
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

SUSAN L. SCHMITZ
COMM. # 1728874
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires March 4, 2011

LARRY WALKER

Auditor/Controller - Recorder
222 W. Hospitality Lane, 1st. Floor
San Bernardino, CA. 92415
(909) 386-9095

P Counter

Rcpt # 1477234 04/29/08 12:37PM

Description	Fee
DOC# 02008013129O	$29.00
Mtc of Pendency	
Recording Fees	$11.00
6 add'l pages @ 3.00	$18.00
Total Amount Due	$29.00
Total Paid	
Cash	$40.00
Change Due	$11.00

Thank You
PLEASE RETAIN THIS FOR YOUR RECORDS

EXHIBIT "B"
Assignment

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

Recording Requested By:
CHASE HOME FINANCE LLC

When Recorded Return To:

Daisy Castillano
CHASE HOME FINANCE LLC
10790 Rancho Bernardo Rd
San Diego, CA 92127

Recorded in Official Records, County of San Bernardino

LARRY WALKER
Auditor/Controller – Recorder

691 First American

6/02/2006
8:00 AM
EM

Doc#: 2006-0377531

Titles: 1 Pages: 1

Fees	8.00
Taxes	0.00
Other	0.00
PAID	$8.00

200690192009 94

2922460

CORPORATE ASSIGNMENT OF DEED OF TRUST

San Bernardino, California
SELLER'S SERVICING #:21855663 "GJOLAJ"
SELLER'S LENDER ID#: 625

Prepared By: DAISY CASTILLANO, CHASE HOME FINANCE LLC 10790 RANCHO BERNARDO RD, SAN DIEGO, CA 92127
800-548-7912

For Value Received, NEW CENTURY MORTGAGE CORPORATION hereby grants, assigns and tranfers to DEUTSCHE BANK NATIONAL TRUST COMPANY, TRUSTEE at _____ all beneficial interest under that certain Deed of Trust dated 09/21/2005 , in the amount of $440,000.00, executed by ROBERT GJOLAJ , UNMARRIED MAN AND MINERVA TALOMA, A MARRIED WAMAN, AS A JOINT TENANT$ to NEW CENTURY MORTGAGE CORPORATION and Recorded: 10/05/2005 In Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 2005-0746457 In San Bernardino, California

Together with the note or notes therein described or referred to, in said Deed of Trust, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

In witness whereof this instrument is executed.

NEW CENTURY MORTGAGE CORPORATION
On 5/18/06

Name: Steve Nagy
Title: V.P. Records Management

NEW CENTURY MORTGAGE CORPORATION INCORPORATED AUG 3 1995 CALIFORNIA

STATE OF California
COUNTY OF Orange

On 5/18/06, before me, Erika Reyes, a Notary Public in and for Orange County in the State of California, personally appeared Steve Nagy, 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, and that by his/her/their signature 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,

Notary Expires: 12/04/08
ERIKA REYES
COMM# 1455401

ERIKA REYES
Comm. # 1455401
NOTARY PUBLIC - CALIFORNIA
County of Orange
My Comm. Expires Dec. 9 2007

(This area for notarial seal)

"SHS"SHSCHCA"05/10/2006 01:28:59 PM" CHCA01CHCAA0000000000000000488915" CASAN R" 21855663 CASTATE_TRUST_ASSIGN_ASSN "SHS"SHSCHCA"

EXHIBIT "C"
Deutsche Bank Corporate filing status

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Corporations

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