

**IN THE COURT OF APPEAL OF THE STATE CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION SIX**

DOUGLAS GILLIES,  
Plaintiff and Appellant,  
v.  
CALIFORNIA RECONVEYANCE CO.,  
Defendant and Respondent.

Case No. B237562  
Santa Barbara County No. 1381828

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**APPEAL FROM JUDGMENT FOLLOWING ORDER GRANTING  
MOTION TO STRIKE COMPLAINT WITHOUT LEAVE TO AMEND**

Hon. Denise de Bellefeuille, Judge

**APPELLANT'S REPLY BRIEF**

Douglas Gillies (SBN 53602)  
3756 Torino Drive  
Santa Barbara, CA 93105  
(805) 682-7033  
*in propria persona*

## Table of Contents

Table of Authorities .....	iii
I. Introduction .....	1
II. Res Judicata and Collateral Estoppel – A demurrer is not a final judgment on the merits.....	2
III. First Cause of Action For Declaratory Relief – Indexing is a separate issue from actual notice .....	7
IV. Second Cause of Action For Fraudulent Transfer – False recording leads to fraudulent transfer.....	11
V. Objections to Respondent's allegations of fact presented as argument.....	12
VI. Conclusion .....	13

## TABLE OF AUTHORITIES

### Cases

<i>Aubry v. Tri-City Hospital Dist.</i> (1992) 2 Cal.4th 962 .....	5
<i>Bagatti v. Department of Rehabilitation</i> (2002) 97 Cal.App.4th 344.....	6
<i>Barquis v. Merchants Collection Assn.</i> (1972) 7 Cal.3d 94.....	6
<i>Berger v. California Ins. Guarantee Assn.</i> (2005) 128 Cal.App.4th 989 .....	5
<i>Blank v. Kirwan</i> (1985) 39 Cal.3d 311 .....	6
<i>Cady v. Purser</i> (1901) 131 Cal. 552 .....	9
<i>Davaloo v. State Farm Ins. Co.</i> (2005) 135 Cal.App.4th 409 .....	4
<i>Dresser v. Superior Court In and For Contra Costa County</i> (1964) 231 Cal.App.2d 68.....	9
<i>Eaton v. Federal National Mortgage Association</i> (June 22, 2012) Massachusetts Supreme Court Case No. SJC 11041 .....	14
<i>First Bank v. East West Bank</i> (2011 2d Dist.) 199 Cal.App.4th 1309.....	10
<i>Goddard v. Security Title Ins. &amp; Guar. Co.</i> (1939) 14 Cal.2d 47.....	3
<i>Hochstein v. Romero</i> (1990) 219 Cal.App.3d 447.....	9
<i>In re Crystal Cascades Civil, LLC</i> (B.A.P. 9th Cir. 2009) 2009 WL 2135736 .....	8
<i>MacIsaac v. Pozzo</i> (1945) 26 Cal.2d 809 .....	6
<i>Ojavan Investors, Inc. v. California Coastal Com.</i> (1997) 54 Cal.App.4th 373 .....	5
<i>Orr v. Byers</i> (1988) 198 Cal.App.3d 666.....	8
<i>Ortiz v. Accredited Home Lenders, Inc.</i> (2009) 639 F.Supp.2d 1159.....	3
<i>Rice v. Taylor</i> (1934) 220 Cal. 629 .....	9
<i>Schnall v. Hertz Corp.</i> (2000) 78 Cal.App.4th 1144 .....	6
<i>Shvarts v. Budget Group, Inc.</i> (2000) 81 Cal.App.4th 1153.....	4
<i>Talbot v. Wake</i> (1977) 74 Cal.App.3d 428 .....	9
<i>Zellner v. Wassman</i> (1920) 184 Cal. 80.....	6

### Statutes

Cal. Civ. Code §1213.....	9
Cal. Gov. Code §27263.....	9

**Other Authorities**

4 Witkin, Summary of Cal. Law (9th ed. 1987) Real Property, § 202 ..... 9  
Miller & Starr, California Real Estate 3d Ed., §11:34..... 8

## I. INTRODUCTION

Respondent's Brief does not address an important issue raised in the Complaint and Appellant's Opening Brief. The Deed of Trust does not correctly state the Trustor's name, but California Reconveyance Company ("CRC") declines to take the necessary steps to reform the Deed of Trust. The Complaint alleged that the Deed of Trust could not be located in the Santa Barbara County Grantor-Grantee Index by searching under the name of the trustor, Douglas Gillies, as his name appears on the Grant Deed (CT 0004: 3-11). Respondent's Brief addresses only the Notice of Default and the Notice of Trustee's Sale.

The Grantee on the Grant Deed recorded April 30, 1992, is Douglas Gillies (CT 0013). The Trustor on the Deed of Trust ("DOT") dated August 12, 2003, is Douglas Gillies (CT 0712). CRC filed a Notice of Trustee's Sale on November 18, 2009 (CT 0018-0019) and a second NOTS on June 30, 2011 (CT 0018-0019). Neither DOT could be located in the Grantor-Grantee Index on July 6, 2011, one week after the second NOTS was filed, by searching under Douglas Gillies. It could be found by searching under California Reconveyance or Washington Mutual, but the sheer number of documents recorded in Santa Barbara County under those names between January 1, 1992 and July 5, 2011 would make such a search time consuming. Here are the results of a search of the Santa Barbara Grantor-Grantee Index:

Santa Barbara Co. Grantor-Grantee Index, January 1, 1992 – July 5, 2011:

Gillies, Douglas – 23 documents (CT 705: see attached Exhibit "1")

Gillies, Douglas – 4 documents (CT 709: see attached Exhibit "2")

California Reconveyance – 33,727 documents

Washington Mutual – 55,357 documents

Respondent argues that a misspelled name on a NOD or a NOTS is immaterial and not prejudicial, but CRC misses the point of this lawsuit. A misspelled name on a Deed of Trust, which is a security instrument with the power of sale, is a cloud on title and an encumbrance on real property.

## **II. RES JUDICATA AND COLLATERAL ESTOPPEL – A DEMURRER IS NOT A FINAL JUDGMENT ON THE MERITS**

The original lawsuit (Gillies I) started with a 6-page complaint filed in a hurry on November 25, 2009, to prevent a trustee's sale on December 7, 2010. Plaintiff alleged that the Notice of Default had not been recorded (Complaint ¶6, CT 0064:6-9). There was one brief hearing. The court sustained defendant's demurrer based upon a finding that defendants had recorded a NOD, despite the fact it was recorded under a fictitious name. The Court of Appeal affirmed after concluding that plaintiff had actual notice of the NOD.

Plaintiff filed a new complaint on July 13, 2011, alleging different facts and raising new issues. At a hearing on Respondent's Motion to Dismiss, the court found that the action was barred by the doctrines of res judicata and collateral estoppel.

The trial court wrote, "(I)n ruling on plaintiff's indexing argument, the Court of Appeal necessarily determined that there was no reasonable possibility that Gillies could state a valid cause of action against the defendants by amending his complaint to add the indexing issue."

The Court of Appeal did not address the indexing issue. The Court of Appeal wrote, "Gillies points out that the notice of default misspells his first name Douglas, instead of the correct '*Douglas*.' But no reasonable person would be confused by such a minor error. Gillies last name is

spelled correctly and the notice contains the street address of the property as well as the assessor's parcel number. Moreover, Gillies does not contest that he received the notice." (CT 672).

The court addressed actual notice, but not constructive notice. The word *index* was not used in the opinion, and the erroneous identification of the Trustor on the Notice of Default and the Notice of Trustee's Sale did not adjudicate the issues raised in the case now before the court relating to the Deed of Trust. As stated in *Goddard v. Security Title Ins. & Guar. Co.* (1939) 14 Cal.2d 47:

If a new cause of action arises from a new issue or new facts that were not stated in the previous complaint, it necessarily precludes a finding that it is barred by res judicata or collateral estoppel. A judgment on general demurrer may not be on the merits, for the defects set up may be technical or formal, and the plaintiff may in such case by a different pleading eliminate them or correct the omissions and allege facts constituting a good cause of action, in proper form. Where such a new and sufficient complaint is filed, the prior judgment on demurrer will not be a bar (citations). This result has frequently been reached where the failure of the first complaint was in misconceiving the remedy, or framing the complaint on the wrong form of action. *Goddard v. Security Title Ins. & Guar. Co.* (1939) 14 Cal.2d 47, 52.

A demurrer is not a trial on the merits. The earlier conclusion of the trial court, which was to sustain a demurrer without leave to amend because the court could not foresee any way to amend the Complaint to state a cause of action, can be shown by subsequent pleadings to be erroneous.

Respondent argues that a Notice of Default and a Notice of Trustee's Sale may not affect title to real property, precluding an action for quiet title. After filing two defective notices of trustee's sale against the Property, CRC cites *Ortiz v. Accredited Home Lenders, Inc.* (2009) 639 F.Supp.2d 1159, 1168, "Plaintiffs are still the owners of the Property. The recorded foreclosure notices do not affect Plaintiffs' title, ownership, or possession in the Property." Ortiz cites no cases in support of this proposition, which

defies common experience. Even a fraudulent NOTS filed in bad faith will depress the value of real property. The subject of this lawsuit, a deed of trust, is unquestionably an interest in real property. It affects title, and if it is defective on its face, any claim against the Property asserted under that DOT is suspect.

If a court wrongly concludes that the plaintiff cannot amend his complaint to state a cause of action, and a new lawsuit reveals the error, then the court can revise its decision rather than dismiss the complaint. It is an abuse of discretion to sustain a demurrer without leave to amend if plaintiff shows there is reasonable possibility any defect identified by defendant can be cured by amendment. *Shvarts v. Budget Group, Inc.* (2000) 81 Cal.App.4th 1153, 1157.

Defendant continues to pursue auctioning the property, but the statute of limitations has not run and the issues raised in the complaint have not been resolved. There is no reason to deny plaintiff his day in court, other than to uphold the tangled procedures and suspect claims of defendant.

At one brief hearing in March 2010, Judge Denise deBellefeuille sustained a demurrer. There was no opportunity to amend, no chance to request documents, depose witnesses, submit interrogatories, or request admissions. Surely due process affords a plaintiff more than one fleeting opportunity to challenge a bank pursuing non-judicial foreclosure.

Respondents cite *Davaloo v. State Farm Ins. Co.* (2005) 135 Cal.App.4th 409, to show that the court must review the pleading to determine whether the facts alleged state a cause of action under any possible legal theory. *Davaloo* was a coordinated case involving the claims of insureds against an insurance company following the Northridge earthquake. The court denied amendment because the original complaint contained no facts. Respondents also cite *Ojavan Investors, Inc. v.*

*California Coastal Com.* (1997) 54 Cal.App.4th 373, in support of the proposition, "a judgment following the sustaining of a general demurrer may be on the merits." In *Ojavan I*, the trial court sustained the Coastal Commission's demurrers to the complaint on the grounds that Ojavan Investors' suits were barred by the applicable 60-day statute of limitations and the doctrine of waiver, and that the Commission's cease and desist order was a privileged publication which constituted a defense to the tort causes of action alleged. In *Ojavan II*, cross-complaints were filed and answered, summary judgment was entered, and following the trial, the judge issued a permanent injunction. *Ojavan* was not a general demurrer sustained without leave to amend after the first and final hearing.

On appeal from an order dismissing a complaint after sustaining a demurrer, the court independently reviews the pleading to determine whether the facts alleged state a cause of action under any possible legal theory. *Aubry v. Tri-City Hospital Dist.* (1992) 2 Cal.4th 962, 967, held that the Division of Labor Standards Enforcement should be granted leave to amend its complaint to attempt to allege a cause of action under an alternative theory. Where the complaint is defective, great liberality should be exercised in permitting a plaintiff to amend the complaint. Leave to amend may be granted on appeal even in the absence of a request by the plaintiff to amend the complaint. *Aubry*, supra, 2 Cal.4th at pp. 970-971. See also *Berger v. California Ins. Guarantee Assn.* (2005) 128 Cal.App.4th 989, 998.

It is error for a trial court to sustain a demurrer when the plaintiff has stated a cause of action under any possible legal theory. If the complaint states a cause of action under any theory, regardless of the title under which the factual basis for relief is stated, that aspect of the complaint is good against a demurrer. The court is not limited to plaintiffs' theory of recovery

in testing the sufficiency of their complaint against a demurrer, but instead must determine if the factual allegations of the complaint are adequate to state a cause of action under any legal theory. California courts have long since departed from holding a plaintiff strictly to the “form of action” pleaded and instead have adopted the more flexible approach of examining the facts alleged to determine if a demurrer should be sustained. *Bagatti v. Department of Rehabilitation* (2002) 97 Cal.App.4th 344, 353. See also *MacIsaac v. Pozzo* (1945) 26 Cal.2d 809, 815; *Zellner v. Wassman* (1920) 184 Cal. 80, 88.

It is error for a trial court to sustain a demurrer when the plaintiff has stated a cause of action under any possible legal theory. *Barquis v. Merchants Collection Assn.* (1972) 7 Cal.3d 94, 103. The reviewing court gives the complaint a reasonable interpretation, and treats the demurrer as admitting all material facts properly pleaded. It is an abuse of discretion to sustain a demurrer without leave to amend if the plaintiff shows there is a reasonable possibility any defect identified by the defendant can be cured by amendment. *Blank v. Kirwan* (1985) 39 Cal.3d 311, 318. *Aubry*, Id. at p. 967.

If on consideration of all facts stated it appears that plaintiff is entitled to any relief against defendants, the complaint will be held good, although facts may not be clearly stated, or may be intermingled with statement of other facts irrelevant to the cause of action shown, or plaintiff may demand relief to which he or she is not entitled on facts alleged; in other words, plaintiff need only plead facts showing that he or she may be entitled to some relief. *Schnall v. Hertz Corp.* (2000) 78 Cal.App.4th 1144, 1152.

### **III. FIRST CAUSE OF ACTION FOR DECLARATORY RELIEF – INDEXING IS A SEPARATE ISSUE FROM ACTUAL NOTICE**

Respondent's Brief begins on page 1:

The gravamen of these causes of action is that CRC should be precluded from proceeding with the foreclosure because the Appellant's name on the Notice of Default and Election to Sell ("NOD") and NOTS is Douglas Gillies, not Douglas Gillies and that Defendant did not comply with Civil Code § 2923.5.

Contrary to CRC's assertion, the First Cause of Action for Declaratory Relief in the instant complaint, filed on July 13, 2011, relates to the flawed Deed of Trust under which CRC assumed its role as Trustee when it recorded the Deed of Trust on August 27, 2003. The Complaint alleges:

15. On July 6, 2011, Plaintiff searched his name, Douglas Gillies, in the Grantor-Grantee Index of the Santa Barbara County Recorders' Office<sup>1</sup> for the period between April 30, 1992, when Plaintiff acquired the Property, and July 5, 2011.

16. There is no reference under Plaintiff's name in the Grantor-Grantee Index of the Santa Barbara County Recorders' Office to the "Deed of Trust Recorded 08-27-2003" which CRC describes in the NOTS. There is also no reference in the Grantor-Grantee Index to the NOTS that CRC recorded on June 30, 2011.

17. The only reference to Washington Mutual Bank in the Grantor-Grantee index under Douglas Gillies is a Deed of Trust dated 2/14/2002, Record # 2002-0014892. The Grantor-Grantee index indicates that that Deed of Trust was reconveyed to Plaintiff on 9/30/2003, Record # 2003-0133943.

18. The only index maintained by the Santa Barbara Recorder for the purpose of searching title to real property is the Grantor-Grantee Index, and if the name of a property owner is not spelled correctly in a recorded document, that document will not turn up in a title search.

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<sup>1</sup> <http://www.sbcvote.com/clerkrecorder/GrantorGranteeIndex.aspx>

(CT 0004:3-19)

Following the decision of the Court of Appeal in Gillies I, CRC filed a new NOTS in the County Recorder's Office on June 30, 2011. After the litigation in Gillies I, CRC, as a party to that action, must have known that the name of the trustor was Douglas Gillies. Yet CRC filed the new NOTS under the name Dougles Gillies. The results of plaintiff's search of the County Records on July 6, 2011, were attached to his Opposition to Motion to Strike Complaint as Exhibits 4 and 5 (CT 0704-0710) and are attached to this Reply Brief. They show that the DOT did not turn up in a search of the property under "Douglas Gillies."

A document is in the chain of title when it can be located by a proper examination of the public records. When it cannot be found by a review of the public records in the proper manner, it is "outside the chain of title" and does not constitute constructive notice to subsequent parties. An instrument that cannot be located by examining the public records by this procedure is not in the "chain of title." If the name of the grantor is misspelled in the recorder's index, the recordation of the document does not impart constructive notice. *Miller & Starr, California Real Estate 3d Ed., §11:34. Orr v. Byers* (1988) 198 Cal.App.3d 666, 671-672.

A mistake in the taxpayer's name affects constructive notice. The standard for whether an error precludes constructive notice is not whether a sophisticated computer search would locate the deed, but whether a person "of ordinary prudence" with limited time to complete the search would locate the variant spelling of the mistaken conveyance. *In re Crystal Cascades Civil, LLC* (B.A.P. 9th Cir. 2009) 2009 WL 2135736.

Since the public records are maintained by name indices, any

recorded document that does not identify the name of a person transferring an interest does not impart constructive notice. When a document fails to name the parties, it cannot be indexed, and the document does not give notice if it cannot be found by the appropriate search of the grantor's name in indices. *Rice v. Taylor* (1934) 220 Cal. 629, 633, 32 P.2d 381; *Cady v. Purser* (1901) 131 Cal. 552, 556; *Talbot v. Wake* (1977) 74 Cal.App.3d 428, 434-435; *Dresser v. Superior Court In and For Contra Costa County* (1964) 231 Cal.App.2d 68, 71-72.

“A trustee’s deed given upon exercise of the power of sale under any deed of trust shall be indexed under the names of the original trustor and the grantee named therein.” Cal. Gov. Code §27263.

Before constructive notice will be conclusively presumed, a document must be recorded as prescribed by law. Cal. Civ. Code §1213. A document not indexed as required by statute does not impart constructive notice because it has not been recorded “as prescribed by law.” *Hochstein v. Romero* (1990) 219 Cal.App.3d 447, 452.

If improperly indexed, it is to be regarded the same as if not recorded at all. *Cady v. Purser* (1901) 131 Cal. 552, 558. It is not sufficient merely to record the document. California has an ‘index system of recording,’ and correct indexing is essential to proper recordation. 4 Witkin, Summary of Cal. Law (9th ed. 1987) Real Property, § 202, at p. 407. The recorder acts as the agent of the party procuring the recordation, and the party is responsible for errors in copying or indexing, with the result that third persons have notice only of what appears on the record. *Cady v. Purser* (1901) 131 Cal. 552, 556.

The general index of grantors lists the names of grantors, defendants, and “first parties” such as mortgagors, lessors, judgment debtors, persons against whom attachments are issued, etc.; i.e., those persons who have

granted some interest or suffered some loss of estate or defect of title. The general index of grantees lists the names of grantees, plaintiffs, and “second parties” such as mortgagees and others who claim some interest in the property. Cal. Gov. Code §27257(a).

*First Bank v. East West Bank* (2011 2d Dist. Div. 3) 199 Cal.App.4th 1309 recently summarized the requirements for constructive notice.

Constructive notice is a legal fiction. (Lewis v. Superior Court (1994) 30 Cal.App.4th 1850, 1867.) For constructive notice to be conclusively presumed, the instrument or document must be "recorded as prescribed by law." (Civ. Code, § 1213; fn. 2 Hochstein v. Romero, supra, 219 Cal.App.3d at p. 452; accord, Lewis v. Superior Court, supra, at p. 1866.) The phrase "recorded as prescribed by law" means the instrument must be indexed. (Hochstein v. Romero, supra, at p. 452; see Cady v. Purser (1901) 131 Cal. 552, 556-557.) fn. 3 " 'A document not indexed as required by statute (see Gov. Code, §§ 27230-27265), does not impart constructive notice because it has not been recorded "as prescribed by law." ' [Citation.]" (Lewis v. Superior Court, supra, at p. 1866, italics added.) For more than a century it has been the law in California that a party does not have constructive notice of a recorded instrument until that document has been properly indexed so it can be located through a search of the public records. (Dyer v. Martinez (2007) 147 Cal.App.4th 1240, 1243; Watkins v. Wilhoit (1894) 104 Cal. 395, 399-400.)

Stated otherwise, constructive notice of an interest in real property is imparted by the recording and proper indexing of an instrument in the public records. (Civ. Code, § 1213; Dyer v. Martinez, supra, 147 Cal.App.4th at pp. 1243-1246; Watkins v. Wilhoit, supra, 104 Cal. at pp. 399-400; Cady v. Purser, supra, 131 Cal. at p. 557; Hochstein v. Romero, supra, 219 Cal.App.3d at p. 452; First Fidelity Thrift & Loan Assn. v. Alliance Bank (1998) 60 Cal.App.4th 1433.) The recording of a document does not impart constructive notice; "[t]he operative event [for purposes of constructive notice] is actually the indexing of the document[.]" (Lewis v. Superior Court, supra, 30 Cal.App.4th at p. 1866). *First Bank v. East West Bank* (2011 2d Dist.) 199 Cal.App.4th 1309, 1314-11315.

#### **IV. SECOND CAUSE OF ACTION FOR FRAUDULENT TRANSFER – FALSE RECORDING LEADS TO FRAUDULENT TRANSFER**

A spelling discrepancy is a clerical error. CRC's remedy can be found in the contract, the Adjustable Rate Note (CT 0734-0739). The Trustee simply must instruct the Note Holder to request that the Trustor amend the Deed of Trust to correct a clerical error. Rather than follow the simple procedure in the contract to correct an error, CRC elected to intentionally present a false document to the County Recorder with the intention that it be recorded and indexed under a fictitious name.

The Adjustable Rate Note states in Paragraph 12 that in the event of a clerical error, "I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors..." (Opposition to Motion to Strike Complaint, CT 0687:9-688:7; Adjustable Rate Note, ¶12, CT 0738).

Why did CRC, one of the largest trust companies in California, avoid the obvious, simple, exclusive remedy described in the contract between the parties—the Deed of Trust—and take the increasingly perilous route of presenting a document to the county recorder knowing that it was false?

The obvious answer, perhaps the only solution to this riddle, is that CRC cannot locate the Note Holder or cannot obtain the Note Holder's authorization to request that the Trustor sign a corrected DOT. This uncovers a significant issue—is CRC attempting to sell Plaintiff's house without instruction from the Note Holder to commence foreclosure? If so, who received the money when Plaintiff made monthly payments on the Note? If the Trustee, CRC, cannot identify the Note Holder, then any payments made on the Note constitute unjust enrichment to the entity that cashes the checks and keeps the money.

## **V. OBJECTIONS TO RESPONDENT'S ALLEGATIONS OF FACT PRESENTED AS ARGUMENT**

Respondent offers evidence to the Court of Appeal in the form of argument. Respondent alleges on page 2 of Respondent's Brief, "Beginning in 2009, the Appellant stopped making payments on the Subject Loan. (CT: 00030:9-11 and 00036 to 00037)." Appellant objects to this disputed fact, which is not supported by the pages in the Clerk's Transcript cited by CRC. However, those pages do support Appellant's contentions in the First Cause of Action of the Complaint.

CT 00030:9-11 is Exhibit 1 to the Complaint, a Grant Deed recorded April 30, 1992, showing that Joan Landecker granted the Property to Douglas and Linda Gillies.

CT 00036 to 00037 refer to Plaintiff's Exhibit 3 to the Complaint, a Notice of Trustee's Sale recorded on June 30, 2011, by CRC referring to a Deed of Trust "executed by: Douglas Gillies, an unmarried man, as Trustor."

Respondent alleges on page 3, "Appellant defaulted on the Subject Loan." This is a disputed fact, and CRC's attorneys have not been sworn as witnesses to testify.

Respondent argues on page 4, "Appellant complains that CRC should be precluded from proceeding with the no-judicial foreclosure because the NOD and the NOTS contain a misspelling of his first name."

This is not accurate. Appellant alleges in the Complaint (CT 0003):

9. CRC's statement in the NOTS that a Deed of Trust was executed by Douglas Gillies is false.

11. No Deed of Trust recorded 08-27-2003 is listed in the Santa Barbara Grantor/Grantee Index under "Douglas Gillies." No Deed of Trust indexed under "Douglas Gillies" identifies CRC as a Trustee of the Property or Washington Mutual Bank, FA ("WaMu") as a

Beneficiary. No Notice of Default and no Notice of Trustee's Sale are listed in the Santa Barbara Grantor/Grantee Index under "Douglas Gillies."

On page 7 of the Respondent's Brief, CRC attempts to quote paragraph 11 of the Complaint, but omits two phrases, which results in confusion.

## **VI. CONCLUSION**

One can imagine how the hearing on Chase's Motion to Strike the Complaint in Judge deBellefeuille's courtroom on October 6, 2011 (RT 1-6) might have gone another way.

The Court: Mr. Tannatt, Plaintiff has alleged that the Deed of Trust misspells the trustor's name, so nobody can find the Deed of Trust in the Grantor-Grantee Index. Do you wish to address this issue?

Mr. Tannatt: No, Your Honor. Could we talk about the Notice of Default and the Notice of Trustee's Sale? They spell his name wrong, but we claim we delivered a copy to Mr. Gillies and he hasn't denied it.

The Court: So you're saying that he has actual notice that CRC intends to sell his property, fine, but what about constructive notice to the rest of the world? Are they not entitled to look up the deed of trust to see whether CRC has an interest in the property it wants to sell?

Mr. Tannatt: Do we have to talk about constructive notice?

The Court: Yes.

Mr. Tannatt: Mr. Gillies knows about the deed of trust, so let's just leave it at that. Nobody else is making an issue of it.

The Court: According to the Promissory Note, CRC can correct this name problem by arranging for the Note Holder to send Mr. Gillies a request to correct a clerical error.

Mr. Tannatt: Let's just say that's not an option, Your Honor.

The Court: Very well, Mr. Gillies shall have twenty days to amend the complaint to allege that CRC cannot identify or locate the Note Holder or the Lender, and therefore CRC is not authorized to initiate foreclosure under paragraph 22 of the Deed of Trust and paragraph 7 of the Adjustable Rate Note (CT 0725 and 786).

Mr. Tannatt: Your Honor, California is a non-judicial state, so the mortgagee doesn't have to produce a Lender or a Note Holder, does it?

The Court: You might take a look at *Eaton v. Federal National Mortgage Association* (June 22, 2012) Massachusetts Supreme Court Case No. SJC 11041, which held that a mortgagee must hold the mortgage and also hold the note or act on behalf of the note holder in order to effect a valid foreclosure sale.

But *Eaton* had not been decided when Judge deBellefeuille concluded, "...in ruling on plaintiff's indexing argument, the Court of Appeal necessarily determined that there was no reasonable possibility that Gillies could state a valid cause of action against the defendants by amending his complaint to add the indexing issue...Gillies actually and fully litigated in Gillies I whether the NOD and the NOTS were invalid by reason of indexing problems." (Minute Order, Appellant's Motion to Augment Record, Exhibit 1, p. 6).

This result confuses the distinction between actual and constructive notice, insulates CRC for clouding title by recording a Deed of Trust that does not identify the Trustor with the same name as the Grantee on the Grant Deed, rewards CRC for filing a Notice of Trustee's Sale on June 30, 2011, that misspelled the Trustor's name, and ignores the issue of why CRC does not reform the defective Deed of Trust. Why go to such lengths to cater to the trustee?

Respectfully submitted

June 25, 2012

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DOUGLAS GILLIES  
Plaintiff and Appellant

# Appellant's Exhibits

Exhibit

Description

- 1 Santa Barbara Grantor/Grantee Index – "Douglas Gillies"
- 2 Santa Barbara Grantor/Grantee Index – "Dougles Gillies"

# Appellant's Exhibit 1



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## Grantor-Grantee Index

### County Recorder's Grantor Grantee Index

**Name:**   
(Can be full name "Doe, Jane", last name "Doe" or partial last name "Do")

**Name Type:**

**Document Title:**

**Recording Date:** From:  To:

**Title Company:**

**Sort Names:**  Alphabetically  By type

**Records Per Page:**

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Record # ▲	Title	Date	Names
1992-0032131	<u>DEED</u>	4/30/1992	(E) GILLIES, DOUGLAS (E) GILLIES, LINDA (O) LANDECKER, JOAN R
1992-0032132	<u>DEED OF TRUST</u>	4/30/1992	(O) GILLIES, DOUGLAS (O) GILLIES, LINDA (E) SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION
1997-0040884	<u>DEED</u>	7/16/1997	(E) GILLIES, DOUGLAS (O) GILLIES, LINDA
1997-0040885	<u>DEED OF TRUST</u>	7/16/1997	(O) GILLIES, DOUGLAS (E) GREAT WESTERN BANK (E) SIERRA WESTERN MORTGAGE COMPANY
1997-0054080	<u>RECONVEYANCE</u>	9/15/1997	(I) 92-32132 (O) GE CAPITAL MORTGAGE SERVICES, INC (E) GILLIES, DOUGLAS C (E) GILLIES, LINDA R
1998-0003335	<u>TAX LIEN</u>	1/21/1998	(E) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (O) GILLIES, DOUGLAS (O) RADIANCE
1998-0029537	<u>TAX LIEN</u>	4/29/1998	(E) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (O) GILLIES, DOUGLAS (O) RADIANCE
1998-0064917	<u>TAX LIEN</u>	8/25/1998	(E) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (O) GILLIES, DOUGLAS (O) RADIANCE

1998-0083938	<u>TAX LIEN</u>	10/29/1998	(E) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (O) GILLIES, DOUGLAS (O) RADIANCE
1999-0018818	<u>GOVERNMENT RELEASE OF LIEN</u>	3/9/1999	(I) 98-83938 (O) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (E) GILLIES, DOUGLAS (E) RADIANCE
1999-0018819	<u>GOVERNMENT RELEASE OF LIEN</u>	3/9/1999	(I) 98-64917 (O) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (E) GILLIES, DOUGLAS (E) RADIANCE
1999-0018820	<u>GOVERNMENT RELEASE OF LIEN</u>	3/9/1999	(I) 98-29537 (O) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (E) GILLIES, DOUGLAS (E) RADIANCE
1999-0018821	<u>GOVERNMENT RELEASE OF LIEN</u>	3/9/1999	(I) 98-3335 (O) CALIFORNIA STATE EMPLOYMENT DEVELOPMENT DEPARTMENT (E) GILLIES, DOUGLAS (E) RADIANCE
2000-0082462	<u>DEED OF TRUST</u>	12/29/2000	(O) GILLIES, DOUGLAS (E) GREENPOINT MORTGAGE FUNDING, INC
2002-0014892	<u>DEED OF TRUST</u>	2/14/2002	(O) GILLIES, DOUGLAS (E) WASHINGTON MUTUAL BANK
2002-0025246	<u>RECONVEYANCE</u>	3/15/2002	(I) 1997-0040885 (O) CALIFORNIA RECONVEYANCE COMPANY (E) GILLIES, DOUGLAS
2002-0027635	<u>RECONVEYANCE</u>	3/22/2002	(I) 2000-0082462 (E) GILLIES, DOUGLAS (O) MARIN CONVEYANCING CORPORATION
2002-0091194	<u>DEED OF TRUST</u>	9/17/2002	(O) GILLIES, DOUGLAS (E) NATIONAL CITY BANK
2003-0133943	<u>RECONVEYANCE</u>	9/30/2003	(I) 2002-0014892 (E) GILLIES, DOUGLAS
2003-0138142	<u>DEED OF TRUST</u>	10/8/2003	(E) CHASE MANHATTAN BANK USA (O) GILLIES, DOUGLAS
2003-0147200	<u>RECONVEYANCE</u>	10/24/2003	(I) 2002-0091194 (E) GILLIES, DOUGLAS
2006-0008308	<u>DEED OF TRUST</u>	1/31/2006	(E) CITIBANK (WEST) (O) GILLIES, DOUGLAS
2009-0072829	<u>NOTICE INTENT PRESERVE INTEREST</u>	12/7/2009	(I) 1997-0040884 (I) CALIFORNIA RECONVEYANCE COMPANY (I) GILLIES, DOUGLAS (I) JPMORGAN CHASE BANK

First Previous 1 Next Last Page 1 of 1 - 23 Records

**Appellant's Exhibit 2**



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**Name:**   
 (Can be full name "Doe, Jane", last name "Doe" or partial last name "Do")

**Name Type:**

**Document Title:**

**Recording Date:** From:  To:

**Title Company:**

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[Clerk-Recorder](#) > [Grantor-Grantee Index](#) > Search Results

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Record # ▲	Title	Date	Names
2003-0116698	<u>DEED OF TRUST</u>	8/27/2003	(O) GILLIES, DOUGLES (E) WASHINGTON MUTUAL BANK
2009-0049697	<u>NOTICE OF DEFAULT</u>	8/13/2009	(O) GILLIES, DOUGLES (E) WASHINGTON MUTUAL BANK
2009-0069334	<u>NOTICE OF TRUSTEES SALE</u>	11/18/2009	(I) CALIFORNIA RECONVEYANCE COMPANY (I) GILLIES, DOUGLES
2011-0037798	<u>NOTICE OF TRUSTEES SALE</u>	6/30/2011	(I) CALIFORNIA RECONVEYANCE COMPANY (I) GILLIES, DOUGLES

First Previous 1 Next Last Page 1 of 1 - 4 Records

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Appellant hereby certifies that this brief is produced using 13-point Roman type, including footnotes, and contains 4,344 words, relying on the word count of the computer program used to prepare this brief.

Dated: June 25, 2012

A handwritten signature in black ink, appearing to read "Douglas Gillies", written over a horizontal line.

Douglas Gillies  
Appellant