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10  
11 **UNITED STATES BANKRUPTCY COURT**  
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 In Regards:

14 ELEAZAR SALAZAR,  
15 Debtor.

In Proceedings Under Chapter 13

Case Number: 10-17456-MM13

Relief from Stay Number: RVP-1

16 U.S. Bank National Association, as Trustee  
17 for the C-BASS Mortgage Loan Asset-  
18 Backed Certificates, Series 2006-CB2, its  
19 assignees and/or successors,

Movant,

versus

20 Eleazar Salazar, Debtor; David L. Skelton,  
21 Chapter 13 Trustee,

Respondents.

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF  
DEBTOR'S OPPOSITION TO MOVANT  
U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR THE C-BASS  
MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2006-CB2, ITS  
ASSIGNEES AND/OR SUCCESSORS'  
MOTION FOR RELIEF FROM STAY  
(UNLAWFUL DETAINER)**

Date: **November 23, 2010**

Time: **10:00 a.m.**

Department: **1**

Room: **218**

Honorable Judge: **Margaret M. Mann**

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1 Debtor ELEAZAR SALAZAR (hereafter the "Debtor"), submit this Memorandum of  
2 Points and Authorities in Opposition to MOVANT U.S. BANK NATIONAL  
3 ASSOCIATION, AS TRUSTEE FOR THE C-BASS MORTGAGE LOAN ASSET-  
4 BACKED CERTIFICATES, SERIES 2006-CB2, ITS ASSIGNEES AND/OR  
5 SUCCESSORS' (hereafter "Movant" "C-Bass") Motion for Relief from Automatic Stay  
6 ("Motion").

7 **I.**

8 **BACKGROUND**

9 On September 30, 2010, ("Petition Date") Debtor filed a voluntary chapter 13  
10 proceeding in the United States Bankruptcy Court, Southern District of California, San  
11 Diego. Debtor continues in possession of his estate and, in particular, lives in his single  
12 family residence located at 1268 Emerald Way, Calexico, California 92231 (hereafter the  
13 "Property").

14 Movant has filed a motion for relief from automatic stay for real property and has  
15 a pending Unlawful Detainer in Superior Court of California, County of Imperial, El  
16 Centro Courthouse under case number CCL17509, which was filed December 21, 2009.

17 Debtor has a pending civil action in the Southern District of California, case  
18 number 3:10-cv-00319-W –AJB alleging various Predatory Lending counts.

19 Debtor contests the Motion because Movant is not the Real Party in Interest, Movant  
20 does not have standing, Movant has acquired a void and fraudulently based Trustee's Deed,  
21 Movant relies on assignments (all) made contrary to law, and because Movant's foreclosure  
22 action was illegal.

23 **II.**

24 **DISCUSSION**

25 **A. C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES**  
26 **2006-CB2 HAS NOT ESTABLISHED IT IS A REAL PARTY IN INTEREST**  
27 **BEFORE THIS BANKRUPTCY COURT**

28 A motion for relief from the automatic stay must satisfy both substantive and

1 procedural requirements. The substantive requirements are provided by 11 United States  
2 Code § 362(d). The procedural requirements, on the other hand, are imposed by the United  
3 States Constitution and the Federal Rules of Bankruptcy Procedure.

4 Section 362(d) provides that relief from stay shall be granted “[O]n request of a  
5 party in interest.” § 362(d). This is a substantive requirement, and it is relatively broad:  
6 many parties are ‘parties in interest’ for the purposes of § 362(d).

7 But a party that seeks relief from stay must also be “the real party in interest” as  
8 required by Federal Rules of Civil Procedure, Rule 17(a)(1), applicable by way of Federal  
9 Rules of Bankruptcy Procedure, Rules 7017 (adversary proceedings), 9014 (contested  
10 matters). This Motion is a contested matter. Rule 9014 exceptions do not apply here, which  
11 means that the rules for adversary proceedings apply to contested matters, including the  
12 incorporation of Federal Rules of Civil Procedure, Rule 17, which states in pertinent part  
13 “Every action shall be prosecuted in the name of the real party in interest.”

14 A real party in interest is the party with the right to sue or enforce a claim under the  
15 applicable substantive law. *U-Haul Int’l, Inc. v. Jartran, Inc.*, 793 F.2d 1034, 1038 (9th  
16 Cir. 1986); *Allstate Ins. Co. v. Hughes*, 358 F.3d 1089, 1094 (9th Cir. 2004); *American*  
17 *Triticale, Inc. v. Nytko Services, Inc.*, 664 F.2d 1136, 1141 (9th Cir. 1981).

18 A “real party in interest” is a far narrower party, and is usually limited to a single  
19 party. The real party in interest is “the person who, according to the governing substantive  
20 law, is entitled to enforce the right.” The term “real party in interest” is easy to confuse  
21 with the term “party in interest.”

22 In contrast, and at times, confusing, is “Party in interest,” which generally in the  
23 bankruptcy context, is anyone who is entitled to express a view with respect to a matter  
24 before the court. It includes the debtor, creditors, employees, officers of a corporation,  
25 professionals active in the case, and many others.

26 In this case, the court is asked to rely upon the declaration of Gayle E. Jameson,  
27 attorney for the Movant, which never declares that the Movant is the ‘real party in interest.’  
28 Declarant Jameson simply states “I am an attorney ... of record for [Movant] ...

1 representing this party [Movant] in an Unlawful Detainer Limited Civil Action.” (Jameson  
2 Declaration ¶ 1) Although declarant Jameson incorporates by reference the Unlawful  
3 Detainer complaint as Exhibit B and request judicial notice of it, the complaint itself is  
4 premised upon an un-proven and un-adjudicated *allegation* that:

5 Plaintiff owns said land [the Property] by virtue of a foreclosure sale duly  
6 held pursuant to the power under the Deed of Trust and Promissory Note  
7 executed and delivered by the Defendant(s) or their predecessors.

8 Unlawful Detainer Complaint, ¶ 5.

9 The purpose of the Unlawful Detainer complaint is generally to seek a possession  
10 judgment. Whereas, the purpose of relief from automatic stay is to get permission from  
11 this court to return to the status quo in order to continue eviction action, presumably to  
12 continue the Unlawful Detainer proceedings, against the bankruptcy estate and the Debtor’s  
13 estate. Absent a declaration by a percipient witness, in this case, percipient or otherwise,  
14 that Movant is a real party in interest and has the ‘the right to sue or enforce a claim under  
15 the applicable substantive law.’

16 **B. C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES**  
17 **2006-CB2 CANNOT ESTABLISHED IT HAD THE RIGHT TO FORECLOSE,**  
18 **CONVEY TO ITSELF THE TRUSTEE’S DEED, OR TO PROSECUTE THE**  
19 **UNLAWFUL DETAINER ACTION AND TO PROSECUTE THE MOTION**  
20 **FOR RELIEF FROM STAY**

21 A longstanding and unchanged bedrock principle in American jurisprudence holds  
22 that a mortgagee has no rights without the note. *Carpenter v. Longan*, 83 U.S. 271, 274,  
23 (1872) (“the note and mortgage are inseparable..., the assignment of the note carries the  
24 mortgage with it, while an assignment of the latter alone is a nullity.”) To date, every state  
25 Supreme Court that has looked at the issue of whether Mortgage Electronic Systems  
26 Registration, Inc. (hereafter “MERS”) is a mortgagee has concluded that Defendant MERS  
27 IS NOT a mortgagee or deed of trust beneficiary.<sup>1</sup>

28 \_\_\_\_\_  
<sup>1</sup> *Mortgage Elec. Registration System, Inc. v. Southwest Homes of Arkansas*, 2009 Ark.

1 In the present case, the Deed of Trust for the Property (pre-Trustee's Deed) was  
2 recorded on October 27, 2005. It listed the borrower as "Eleazar Salazar, An Unmarried  
3 Man," listed the Lender as "Accredited Home Lenders, Inc.," listed the Trustee as "Chicago  
4 Title Company," and listed "MERS" as both a "corporation acting solely as a nominee for  
5 Lender and Lender's successors and assigns" while concurrently stating "MERS is the  
6 beneficiary under this Security Instrument." A true and correct copy of the Deed of Trust is  
7 attached by reference as Exhibit 1 to this Memorandum.

8 The Notice of Default was recorded on May 7, 2009, and states:

9 That the undersigned is either the original trustee, the duly appointed  
10 substituted trustee, or acting as agent for the trustee or beneficiary under a  
11 Deed of Trust dated October 12, 2005, executed by ELEAZAR SALAZAR,  
12 AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of  
13 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS  
14 NOMINEE FOR ACCREDITED HOME LENDERS, INC., as beneficiary,  
15 recorded October 27, 2005 ...

16 Said obligations include 1 NOTE(S) ... and the obligations secured thereby  
17 are presently held by the undersigned ...

18 Quality Loan Service Corp., AS AGENT FOR BENEFICIARY, BY: LSI  
19 Title Company, as Agent, [signed] Memlyn L. Aquos

20 A true and correct copy of the Notice of Default is attached by reference as Exhibit  
21 2 to this Memorandum.

22 The Substitution of Trustee appears dated on May 6, 2009, and notarized May 13,  
23 2009. There is no record that the Substitution of Trustee was recorded. Interestingly, the  
24 Substitution of Trustee is signed "MORTGAGE ELECTRONIC REGISTRATION  
25 SYSTEMS, INC., by: Denise Bailey Assistant Secretary."

26 A search of the County of Imperial Grantor / Grantee Index does not reflect any

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27 152, 301 S.W.3d 1 (Ark. 2009) (The Chief Justice writing that MERS had no property  
28 rights and "MERS is not the beneficiary, even though it is so designated in the deed of  
trust."); *Landmark Nat. Bank v. Kesler*, 216 P.3d 158,169 (Kan. 2009) ("MERS did not  
demonstrate, in fact, did not attempt to demonstrate, that it possessed any tangible interest  
in the mortgage beyond a nominal designation."); *MERS, Inc. v. Saunders*, Slip op. 2010  
ME 79, at ¶ 1 (August 12, 2010). ("MERS is not a mortgagee... because it has no  
enforceable right in the debt obligation securing the mortgage.")

1 recording of the Substitution of Trustee. A true and correct copy of the Substitution of  
2 Trustee and the County of Imperial Grantor / Grantee Index results are attached by  
3 reference as Exhibit 3 and 4, respectively, to this Memorandum.

4 The Notice of Trustee's Sale was recorded on August 14, 2009, and states:

5 The undersigned Trustee disclaims any liability ... the undersigned, on  
6 behalf of the beneficiary, loan servicer or authorized agent, declares  
[compliance with California Civil Code § 2923.54]

7 [signed] Quality Loan Service Corp. by: Bradley McNair, as Authorized  
8 Agent.

9 A true and correct copy of the Notice of Trustee's Sale is attached by reference as  
10 Exhibit 5 to this Memorandum.

11 The Trustee's Deed was recorded on December 10, 2009, and states:

12  
13 QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so  
14 designated in the Deed of Trust hereunder more particularly described or as  
15 duly appointed Trustee) does hereby GRANT and CONVEY to [Movant] ...  
all right title and interest conveyed to and now held by it as Trustee under the  
Deed of Trust ...

16 [signed] QUALITY LOAN SERVICE CORPORATION, by Karla Sanchez,  
17 Assistance Secretary

18 A true and correct copy of the Trustee's Deed is attached by reference as Exhibit 6  
19 to this Memorandum.

20 In the aforementioned exhibits, there is **absolutely no assignment** whatsoever by  
21 and between the original lender, Accredited Home Loans, Inc., to anyone. This leaves us  
22 with MERS, which also **never assigned any interest**.

23 On the one hand, MERS purports to be acting as a nominee—a form of an agent. On  
24 the other hand, it also is claiming to be an actual mortgagee, which is to say an owner of  
25 the real property right to foreclose upon the security interest. **It is axiomatic that a**  
26 **company cannot be both an agent and a principal with respect to the same right.** In  
27 litigation all across the country, attorneys representing MERS frequently take inconsistent  
28 positions on the legal status of the company, depending on the legal issue at hand. *Two*

1 *Faces: Demystifying The Mortgage Electronic Registration System's Land Title Theory,*  
2 (9/29/10) MERS II Working Draft - Forthcoming Real Property, Trusts and Estate Law  
3 Journal (fn. 19 citing Restatement (Third) of Agency Law §§1.01, 1.02).

4 There is no known statute that Movant has presented or relied upon, or that Debtor  
5 can locate that allows MERS, or any financial institution, to use the name of a shell  
6 company, nominee, or some other form of agency instead of the actual owner of the interest  
7 in land. More importantly, there is no statute or rule authorizing the same in the context of  
8 bankruptcy allowing a nominee to become the real party in interest.

9 In arguendo, if MERS is an actual mortgagee, it may have authority to record  
10 mortgages in its own name, then both MERS, and financial institutions investing in MERS-  
11 recorded mortgages run afoul of century-old American jurisprudence that holds that the  
12 note and mortgage are inseparable. *Carpenter v. Longan*, 83 U.S. 271, 274 (1872); *Kelley*  
13 *v. Upshaw*, 39 Cal.2d 179, 192, 246 P.2d 23 (1952); *In re Leisure Time Sports, Inc.* 194  
14 B.R. 859, 861 (9th Cir. 1996).

15 The Pooling and Servicing Agreement (hereafter "PSA") for the C-Bass 2006-CB2  
16 Trust (hereafter "Trust"), in particular the security alleged to be holding ownership interest  
17 in the bankruptcy and Debtor's estate is the "C-Bass Mortgage Loan Asset-Back  
18 Certificates, Series 2006-CB2," which is dated February 1, 2006. This agreement itself it  
19 336 pages and list a complex understanding about the ownership and maintenance of the  
20 aggregated loans packaged into the various asset-backed certificates of the Trust. The PSA  
21 is Exhibit 99.1 to the C-Bass 2006-CB2 Trust and was filed with the Securities Exchange  
22 Commission on March 16, 2006, under SEC File 333-87146-05. A true and correct copy of  
23 the Pooling and Servicing Agreement is attached by reference as Exhibit 7 to this  
24 Memorandum.

25 Interestingly, at the beginning of the PSA, the "Depositor" is identified as Bond  
26 Securitization, LLC (Page 7/323) that states that "The Depositor hereby assigns to the  
27 Trustee, acting on behalf of the Certificateholders its interests and rights in the Mortgage  
28 Loans." (Page 8/323) The "Trustee" is listed as U.S. Bank National Association [Movant].



1 "Assignments" under the PSA, Section 1.01, is defined as "An assignment of  
2 Mortgage, notice of transfer or equivalent instrument, in recordable form, which is  
3 sufficient under the laws of the jurisdiction wherein the related Mortgaged Property is  
4 located to reflect or record the same of the Mortgage." Although the section on  
5 conveyances is set forth in greater detail in Section 2.01, Conveyance of Mortgage Loans,  
6 of the PSA, the requirement that all assignments must be recorded is without question. The  
7 Servicer is "Litton Loan Servicing, LP" and under Section 3.01(a), the Servicer is  
8 authorized to institute foreclosure proceedings, not the Trustee.

9 On one hand, Movant represents the Trust and purports to allege that Debtor's  
10 mortgage has been placed in the Trust; however, according to the PSA governing the Trust,  
11 assignments are required, and only the Servicer can foreclose. Movant is not the Servicer,  
12 rather, Movant is the Trustee of the Trust.

13 On the other hand, there is no record, representation, assignment, or any morsel of  
14 information showing how the Depositor had the right to assign any interest and rights in  
15 Debtor's mortgage.

16 The Trustee's Deed shows that Quality Loan Service Corporation as the 'trustee'  
17 granting the Trustee's Deed. (Debtor's counsel is perplexed as to Quality Loan Service  
18 Corporation's ability to self appoint itself as the 'trustee.')

19 **Not one of the**  
20 **aforementioned exhibits presents one assignment or presents any continuity of who**  
21 **owns what**, and under this umbrella of ambiguity – to put it mildly, Movant cannot  
22 establish a right to foreclose, or the right to prosecute the Unlawful Detainer complaint, and  
23 more importantly, that Movant has the right to seek the Motion before the court.

24 In short, MERS holds absolutely no beneficial interests in Debtor's mortgage and  
25 the whole asset-backed securities ponzi scheme represented by the Trust is exactly that  
26 investing into mortgage-backed security that runs afoul of *Carpenter v. Longan* because it  
27 separate the note [owners] from the deed of trust [power of sale rights].

28 **C. C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES**  
**2006-CB2 LACKS STANDING**



1 It is also important to distinguish the “real party in interest” requirement from  
2 standing. Standing is constitutional requirement, grounded in Article III.<sup>2</sup> The “real party  
3 in interest” requirement, on the other hand, is generally regarded as one of many  
4 “prudential” considerations that have been “judicially engrafted onto the Article III  
5 requirements for standing.” *In re Village Rathskeller*, 147 B.R. 665, at 668 (Bankr.  
6 S.D.N.Y. 1992).<sup>3</sup> To seek relief in federal court, a party “must meet both constitutional and  
7 prudential . . . requirements.” *Morrow v. Microsoft Corp.* 499 F.3d 1332, 1339 (9th Cir.  
8 2007); see also *In re Village Rathskeller, Inc.*, 147 B.R. at 668 (citing *Warth v. Seldin*, 422  
9 U.S. 490, 498 (1975) for the proposition that “[t]he concept of standing subsumes a blend  
10 of constitutional requirements and prudential considerations”). To satisfy one does not  
11 necessarily mean that the other is satisfied: a party may have standing – having suffered an  
12 “injury in fact” – but this may not make it the real party in interest. See, e.g., *Whelan v.*  
13 *Abell*, 953 F.2d 663, 672 (D.C. Dir. 1992). Conversely, a party may be the real party in

14 <sup>2</sup> “Article III of the Constitution limits the “judicial power” of the United States to the  
15 resolution of “cases” and “controversies.” *Valley Forge Christian Coll. v. Ams. United for*  
16 *Separation of Church and State*, 454 U.S. 464, 484, (1982); see also *Morrow v. Microsoft*  
17 *Corp.* 499 F.3d 1332, 1339 (9th Cir. 2007). This constitutional restriction is enforced by  
18 the minimum requirement that a “party who invokes the court’s authority...show that he  
19 suffered some actual or threatened injury,” *Matter of Village Rathskeller, Inc.*, 147 B.R. at  
20 668 (citing *Valley Forge*, 454 U.S. at 464), that the injury be “fairly traceable to the  
21 defendant’s allegedly unlawful conduct and likely to be redressed by the requested relief.”  
22 *Morrow*, 499 F.3d at 1339 (citing *Hein v. Freedom Religion Found., Inc.*, --- U.S. ----, 127  
23 S.Ct. 2553, 2555-56, 168 L.Ed.2d 424 (2007)). “These requirements have been described  
24 as the injury in fact, traceability, and redressability inquiries.” *Id.* “An actual or threatened  
25 injury exists when a party’s pecuniary interest may be affected by the outcome of a  
26 determination.” *Matter of Village Rathskeller*, 147 B.R. at 668 (citing *United States v.*  
27 *Little Joe Trawlers, Inc.*, 780 F.2d 158, 161 (1st Cir. 1986).

28 <sup>3</sup> Of these considerations, two are of particular relevance to a party who invokes a court’s  
authority to grant relief from the automatic stay under 11 U.S.C. § 362(d). See *id.* at 668-  
69. First, the party seeking relief “must assert his own legal rights and interests, and cannot  
rest his claim to relief on the legal rights or interests of third parties.” *Valley Forge*, 454  
U.S. at 760 (citing *Warth v. Seldin*, 422 U.S. 490, 501 (1975); *Gladstone, Realtors v.*  
*Village of Bellwood*, 441 U.S. 91, 100 (1979); *Duke Power Co. v. Carolina Environmental*  
*Study Group, Inc.*, 438 U.S. 59, 80 (1978); *Singleton v. Wulff*, 428 U.S. 106, 113-114  
(1976)). Second, “the plaintiff’s complaint [must] fall within ‘the zone of interests to be  
protected or regulated by the statute or constitutional guarantee in question.’” *Valley*  
*Forge*, 454 U.S. at 475 (citing *Association of Data Processing Service Orgs. v. Camp*, 397  
U.S. 150, 153 (1970); *Gladstone*, 441 U.S. at 100; *Duke Power Co.*, 438 U.S. at 80). Both  
of these considerations are incorporated into Rule 17’s requirement that an action be  
prosecuted “in the name of the real party in interest.” See *Ensley v. Cody Resources, Inc.*,  
171 F.3d 315, 320 (5th Cir. 1999).

1 interest, but lack standing. See, e.g., *Davis v. Yageo Corp.*, 481 F.3d 661 (9th Cir. 2007).

2 As set forth in this opposition, Movant is not a real party in interest, nor an assignee,  
3 nor authorized to foreclose under the PSA, and thus, has no standing.

4 **D. C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES**  
5 **2006-CB2, FAILED TO COMPLY WITH CALIFORNIA FORECLOSURE**  
6 **LAWS MAKING THE TRUSTEE’S DEED VOID, AS A MATTER OF LAW**

7 California Civil Code § 2932.5 provides:

8 Where a power to sell real property is given to a mortgage, or other  
9 encumbrancer, in an instrument intended to secure the payment of money, the  
10 power is part of the security and vest in any person who by assignment  
11 becomes entitled to payment of the money secured by the instrument. The  
power of sale may be exercised by the assignee if the assignment is duly  
acknowledged and recorded.

12 In this case, the only recording made was the Deed of Trust for the Property on  
13 October 27, 2005. No party, as set forth in the aforementioned exhibits has been an  
14 assignee, let alone, had an assignment recorded. The only recording is the Deed of Trust  
15 indicating Accredited Home Lenders, Inc. as the Lender. The power of sale is void because  
16 it was never exercised pursuant to § 2932.5.

17 **E. CONCLUSION**

18 For the reasons set forth above, the court should deny Movant’s motion. Alternatively,  
19 Debtor should be allowed to remove Debtor’s civil matter to Bankruptcy Court so that the  
20 counts affecting the bankruptcy and Debtor’s estate can be resolved with finality and the  
21 expediency of the Bankruptcy Court.

22  
23 November 15, 2010

THE ADVOCATES’ LAW FIRM, LLP

24  
25 /s/ Francisco J. Aldana

26 FRANCISCO J. ALDANA

27 Attorney for Plaintiff ELEAZAR SALAZAR

**DECLARATION OF FRANCISCO J. ALDANA**

I, Francisco J. Aldana, declare as follows:

1. I am an attorney licensed to practice law in the State of California and a partner with The Advocates' Law Firm, LLP, and counsel to the Debtor, ELEAZAR SALAZAR. I make this declaration based upon my own personal knowledge, and if called upon as a witness, could and would testify to the truth of the matters asserted herein.

I make this declaration in support of the Debtors' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF DEBTOR'S OPPOSITION TO MOVANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-CB2, ITS ASSIGNEES AND/OR SUCCESSORS' MOTION FOR RELIEF FROM STAY (UNLAWFUL DETAINER).

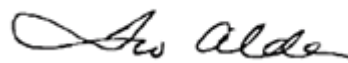
2. I filed for Debtor a Voluntary Petition for Chapter 13 Bankruptcy on September 30, 2010.

3. On or about October 29, 2010, Movant C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-CB2, ITS ASSIGNEES AND/OR SUCCESSORS' filed a Motion for Relief from Automatic Stay (Unlawful Detainer).

4. I am legal counsel for Debtor in the Unlawful Detainer action in Superior Court of California for the County of Imperial, and in the federal civil matter in District Court for the Southern District of California.

5. I have reviewed all of the exhibits, Exhibits 1 through 6, to the Memorandum of Points and Authorities and believe all the information provided in the Memorandum of Points and Authorities, and the exhibits are accurate and true.

6. I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct. Executed this November 15, 2010, at San Diego, California.



FRANCISCO J. ALDANA

THE ADVOCATES' LAW FIRM, LLP  
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