

1 Marcus Gomez, Esq. (SBN 89698)  
Law office of Marcus Gomez  
2 12749 Norwalk Blvd., Suite 204A  
Norwalk, California 90650  
3 Telephone: 562.929.2309  
Facsimile: 562.864.5459  
4

5 Brett A Baer, Esq. (SBN 212992)  
Doan Law Firm, LLP  
6 2850 Pio Pico Vista Drive, Suite D  
Carlsbad, CA 92008  
7

8 Telephone: 760.450.3333  
Facsimile: 760.720.6082  
9

Attorneys for Plaintiffs  
10 Raymond Vargas and John P Pringle  
11

12 **UNITED STATES BANKRUPTCY COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA-LOS ANGELES DIVISION**  
14

15 In re )  
16 RAYMOND VARGAS, an individual )  
17 SSN xxx-xx-1938 )  
18 Debtor )  
19 \_\_\_\_\_ )

20 RAYMOND VARGAS, JOHN P )  
21 PRINGLE, Chapter 7 Bankruptcy Trustee of )  
22 RAYMOND VARGAS )  
23 Plaintiffs, )

24 vs. )

25 FREEDOM HOME MORTGAGE )  
CORPORATION, MORTGAGE )  
26 ELECTRONIC REGISTRATION )  
SYSTEMS, INC., MONTE VISTA )  
27 ESCROW, THOMAS MONTAGHAMI, )  
and all persons claiming by, through, or )  
28 under such person, all persons unknown, )

**Chapter 7 Case No.: LA08-17036-SB**  
**Adversary No.: 09-01135-SB**

**PLAINTIFFS' OPPOSITION TO**  
**DEFENDANT MORTGAGE ELECTRONIC**  
**REGISTRATION SYSTEMS, INC.'S**  
**MOTION TO DISMISS PLAINTIFFS'**  
**FIRST AMENDED ADVERSARY**  
**COMPLAINT; MEMORANDUM OF**  
**POINTS AND AUTHORITIES**

Judge: Honorable Samuel L. Bufford  
Date: March 9, 2010  
Time: 10:00 a.m.  
Crtrm:1575

LAW OFFICE OF MARCUS GOMEZ  
12749 Norwalk Blvd., Suite 204-A, Norwalk, California 90650  
562.929.2309 telephone | 562.864.5459 facsimile

1 claiming any legal or equitable right, title, )  
 2 estate, lien, or interest in the property )  
 3 described in the complaint adverse to )  
 4 Plaintiff's title thereto; and Does 1-150, )  
 5 inclusive, )  
 6 Defendants. )

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7  
 8 The Plaintiffs, Raymond Vargas, John P Pringle Chapter 7 Bankruptcy Trustee of Raymond  
 9 Vargas hereby oppose the motion of Defendant MERS, Inc. to dismiss Plaintiffs' First Amended  
 10 adversary complaint. In the alternative, Plaintiffs request that leave be granted to amend the  
 11 complaint. Plaintiffs' counsel has associated co-counsel and will be requesting leave to further  
 12 amend the complaint even if the court denies Defendant's motion.

13 **I. INTRODUCTION**

14 The Plaintiffs, Raymond Vargas, John P Pringle Chapter 7 Bankruptcy Trustee of Raymond  
 15 Vargas come to this court seeking relief from the egregious conduct of defendants which, inter alia,  
 16 could cause an 85 year old widower and veteran who served during war to lose his home. Plaintiffs  
 17 hereby oppose the motion of Defendant MERS, Inc. ("MERS") to dismiss Plaintiff's First Amended  
 18 Adversary Complaint.  
 19

20 **II. STATEMENT OF MATERIAL FACTS**

- 21 1. This matter involves the real property located 13055 Destino Lane, Cerritos, California  
 22 90703.  
 23  
 24 2. Plaintiff Raymond Vargas occupies the premises as his primary residence, and family home.  
 25 Plaintiff Vargas has occupied the premises for many years.  
 26  
 27 3. Plaintiff is the victim of fraudulent behavior on the part of various entities involved in the  
 28 real estate industry.

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1 4. On or about October 3, 2006, Defendants defrauded Plaintiff Vargas by purporting to  
2 have Plaintiff Vargas enter into two (2) home loans, the first for \$630,000, and a second loan for  
3 \$115,000.

4 5. At the time of the purported loans Plaintiff Vargas was an 81 year old widower living on  
5 a fixed retirement income.

6 6. MERS claims to be a beneficiary to a deed of trust and entitled to foreclose on Plaintiffs  
7 property.

8 7. On December 28, 2007, acting as trustee Recontrust Company recorded in the Los  
9 Angeles Recorder's Office a Notice of Default. Recontrust recorded said Notice of Default on  
10 behalf of MERS.

11 8. The Notice of Default states that Countrywide Home Loans, Inc. ("Countrywide") is the  
12 party to contact with regard to stopping a foreclosure or paying amounts allegedly owed.

13 9. Countrywide is a complete stranger to Plaintiffs. Countrywide evidently asserts some  
14 sort of interest in the subject property.

15 10. MERS states that a promissory note is a negotiable instrument governed by Article of  
16 the Uniform Commercial Code. MERS's Memo of Points and Authorities ("MPA") at page 2 lines  
17 14-16. Further, MERS claims that after a note is sold to a MERS member, MERS acts as the  
18 nominee for the new beneficial owner of the note, and there is no need to assign the Deed of Trust.  
19 MPA at page 3, lines 10-17.

20 11. It is presently unknown whether or not Recontrust became trustee of record in  
21 compliance with California law.

22 12. It is presently unknown whether or not Countrywide is an assignee of the obligation.

1 The fact that Bryan Cave, LLP has filed a request for notice in this matter indicates that there are  
2 other parties interested in the obligation in this matter, perhaps Bank of America, formerly known  
3 as Countrywide.

4 13. It is completely unclear whether (1) MERS has the legal right to enforce payment, (2)  
5 whether MERS can conduct a non-judicial foreclosure, and (3) whether MERS complied with  
6 California law in conducting such foreclosure.

7 14. This court previously denied MERS's motion for relief from the automatic stay.

8  
9 **III. LEGAL STANDARD**

10 15. If the Plaintiff is entitled to some form of legal remedy, the motion to dismiss must be  
11 denied. Conley v. Gibson, 355 U.S. 41, 45-46 (1957), 78 S. Ct. 99, 102; DeLa Cruz v. Tormey (582  
12 F. 2d 45, 48 (9<sup>th</sup> Cir. 1978).

13 16. "The motion to dismiss for failure to state a claim is viewed with disfavor and is rarely  
14 granted." Gilligan v. Jamco Develop. Corp., 108 F. 3d 246, 249 (9<sup>th</sup> Cir. 1997).

15 17. Dismissals are "especially disfavored in cases where the complaint sets forth a novel  
16 legal theory that can best be assessed after factual development." Baker v. Cuomo, 58 F. 3d 814,  
17 818-819 (2<sup>nd</sup> Cir. 1995).

18 18. The test is whether the facts as alleged, support *any* valid claim entitling plaintiff to  
19 relief... not necessarily the one intended by plaintiff. Thus, a complaint should not be dismissed  
20 because plaintiff erroneously relies on the wrong legal theory if the facts alleged support any valid  
21 theory. Haddock v. Board of Dental Examiners of Calif., 777 F. 2d 462, 464 (9<sup>th</sup> Cir. 1985).

22 19. The complaint must be construed on the assumption that all of its allegations are true...  
23 even if doubtful, and a well pleaded complaint may proceed even if a recovery is very remote and  
24 unlikely. Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 127 S. Ct. 1955, 1965 (2007).

1 IV. ARGUMENT

2 A. Plaintiff is entitled to Relief For MER's Wrongful Foreclosure

3 20. Although MERS makes a strong argument that it does not need to have an interest in the  
4 subject property to have standing to conduct a non-judicial foreclosure, and there is recent case law  
5 which mistakenly support MERS's position, this area of the law has was settled over a hundred  
6 years ago.

7  
8 21. Federal Rules of Civil Procedure, Rule 17 requires that one asserting an action must be a  
9 real party in interest. MERS is not.

10 22. A party seeking relief "must assert his own legal rights and interests, and cannot rest his  
11 claim to relief on the legal rights, or interests of third parties." Valley Forge Christian College v.  
12 Ams. United for Separation of Church and State, 454 U.S. 464, 476 (1982) citing Warth v. Seldin,  
13 422 U.S. 490, 501 (1975). This standing requirement is "an essential and unchanging part of the  
14 case-or-controversy requirement of Article III." Lujan v. Defenders of Wildlife, 502 U.S. 555, 560  
15 (1992).

16  
17 23. Cal. Civ. Code § 2924 (a) states that where a mortgage secures the performance of an  
18 obligation, a power of sale is conferred by the Legislature only "after breach of the obligation..."  
19 The obligation is the Note.

20 24. A promissory note is a negotiable instrument. (Cal. Comm. Code § 3104). The  
21 California Legislature enacted Cal. Comm. Code § 3301, which states that a "Person entitled to  
22 enforce" an instrument means (a) the **holder** of the instrument, (b) a **nonholder in possession** of  
23 the instrument **who has the rights of a holder**, or (c) person not in possession of the instrument  
24 who is entitled to enforce the instrument Pursuant to Section 3309 or subdivision (d) of Section  
25 3418. Without the Note, Defendant lacks standing to enforce it, or anything else related to it.  
26  
27  
28

1 25. Case law, also cited by Defendant, makes clear that one must be a party to the  
2 obligation. “[T]he language of the statute is expressly applicable only as between parties to a  
3 contract. Id.; Moeller v. Lien, 25 Cal. App. 4<sup>th</sup> 822, 834. (emphasis supplied). In fact, Moeller  
4 relied upon Homestead Savings v. Darmiento, 230 Cal. App. 3d 424, 432-433. Id., Moeller at 25  
5 Cal. App. 4<sup>th</sup> 834. Further review reveals that the court in Homestead explained that “Section 2924  
6 et seq. is part of a comprehensive scheme designed to **protect debtors** from abusive practices that  
7 had been associated with powers of sale in deeds of trust. The Legislature began the  
8 ‘comprehensive scheme’ in 1917 and has continued to establish ‘certain minimum standards for  
9 conducting nonjudicial foreclosures by placing restrictions on the creditors’ exercise of the power of  
10 sale in order to protect the trustor/debtor against forfeiture.” Id., 230 Cal. App. 3d at 433.  
11 (Emphasis added).

12  
13  
14 26. If placing restrictions on creditors’ exercise of the power of sale was the intent, it must  
15 follow that a ‘minimum standard’ would require a stranger to the note to first prove, as a  
16 precondition to the exercise of a power of sale, that it can enforce it. This was important then,  
17 which was well before the emergence of the “securitization” of mortgages and of international  
18 investment funds. In 1917, the California legislature may not have foreseen the emergence of  
19 international investment funds and a global market for securitized mortgages, but the court was  
20 fearful of fraud and abuse, and later held that the statute expressly applies to parties to a contract.  
21 Moeller, 25 Cal. App. 4<sup>th</sup>, at 834.

22  
23 27. Moreover, it was recently held that section 2924 is comprehensive but not exhaustive.  
24 California Golf, LLC v. Cooper (2008) 163 Cal. App. 4<sup>th</sup> 1053. California courts allow additional  
25 remedies to pursue misconduct arising out of non-judicial foreclosure sales when not inconsistent  
26 with the policies behind the statutes. Id. California Golf, LLC 163 Cal. App. 4<sup>th</sup> at 1069-1070.

27 28. Two important policies behind the statute are: (1) to protect the debtor from wrongful  
28

1 loss of the property, and (2) to ensure that a properly conducted sale is final between the parties. Id.  
2 The Court of Appeal in California Golf, LLC, specifically relied upon the California Commercial  
3 Code and the law of negotiable instruments to determine the legal rights involving a promissory  
4 note.

5 29. Older case law in California reiterates this requirement. See, Shafer v. Bear River &  
6 Auburn Water & Mining Co., 4 Cal. 294 (1855) (an action will not lie on the mere recitals in a  
7 mortgage of the existence of the debt); Adler v. Newell, 109 Cal. 42 (1895) (A mortgage is a mere  
8 incident to the debt, and only the holder of the collateral note has the right to foreclose). (Emphasis  
9 added).  
10

11 30. The California Supreme Court reiterates the legislatures adoption of the Uniform  
12 Commercial Code, which designed in the first instance to prevent fraud, and wrote “mortgagee’s  
13 purported assignment of the mortgage without an assignment of the debt which is secured is a **legal**  
14 **nullity.**” Kelley v. Upshaw, 39 Cal.2d 179, 192 (1952).  
15

16 31. More recently, the United States District Court for the Northern District of California,  
17 held, in Saxon Mortgage Services, Inc. v. Hillery, 2008 U.S. Dist. LEXIS 100056 (N.D. Cal.), that  
18 Kelley, supra, 39 Cal.2d at 192 establishes the Restatement under California law. Clearly, the deed  
19 alone is a legal nullity.  
20

21 32. Yet, this is exactly the opposite to what MERS argues, i.e., that the Deed of Trust, alone,  
22 is enough.

23 33. MERS argument is specious, and any notion that MERS arguably could have standing  
24 after an assignment is revealed by its own policies. See, MPA at page 3, lines 14-16. MERS states  
25 that “[t]he seller of the note does not and need not assign the Deed of Trust or mortgage because  
26 MERS remains the beneficiary or mortgagee as the nominee for the purchaser of the note, who is  
27 the lender’s successor and assign.”  
28

1 34. This policy directly contradicts California law. Page two of the Notice of Default  
2 presented in this matter as Exhibit A to MERS's Request For Judicial Notice indicates, perhaps, that  
3 the note was sold to Countrywide. If Countrywide is the owner of the note, then Countrywide is the  
4 only party entitled to enforce it. Regardless, if Countrywide was assigned the beneficial rights  
5 under the deed of trust in this matter, California statutory law specifically provides that an  
6 assignment must be recorded in order for the power to sell in the deed of trust be recorded.  
7

8 35. California Civil Code section 2932.5 governs the Power of sale under an assigned  
9 mortgage, and provides that the power of sale can only vest in a person entitled to money payments.

10 36. Cal. Civ. Code section 2932.5 states that "[w]here a power to sell real property is given  
11 to a mortgagee, or other encumbrancer, in an instrument intended to secure the payment of money,  
12 the **power is part of the security** and vests in any person who **by assignment becomes entitled to**  
13 **payment** of the money secured by the instrument. The power of sale may be exercised by the  
14 assignee if the assignment is duly acknowledged and recorded." (Emphasis supplied).  
15

16 37. The beneficial owner of the note is not MERS, and it is not entitled to payment.  
17 However, even if MERS was entitled to payment, it somehow claims, that it is still not required to  
18 comply with this statute (which is itself, outside of the context of Cal. Civ. Code section 2924), and  
19 not record an assignment. However, the deed of trust in this matter provides that Lender has the  
20 right to collect monies, and to foreclose. But how can it, if it did first not comply with section  
21 2932.5?  
22

23 38. According to MERS, virtually anyone could claim the rights which MERS claims it has,  
24 and foreclose on any property it so chooses, without even an assignment. The court abhors fraud,  
25 and it is unlikely this court can buy into MERS position.

26 39. In Landmark Nat'l Bank v. Kesler, 258 Kan. 528 (2009); 2009 WL 2633640; 2009 Kan.  
27  
28



1 LEXIS 834, the Supreme Court of Kansas very recently examined MERS's position as a nominal  
2 beneficiary and determined, at 541, quite succinctly, that MERS has no stake in the matter for  
3 MERS did not lend money, no one is required to pay MERS money, MERS is not owed money,  
4 MERS will not collect money, nor will MERS realize any value of the property through foreclosure  
5 in the event the note is not paid, and thus MERS is not a beneficiary in the legal sense.

6  
7 40. There is ample support for this reasoning in courts around the country. See, In re  
8 Hwang, 396 B.R. 757 (Bankr. C.D. Cal. 2008); In re Hayes, 393 B.R. 259 (Bankr. D. Mass 2008);  
9 In re Sheridan, 2009 WL 631355 (Bankr. D. Idaho, Mar. 12, 2009); In re Foreclosure Actions,  
10 2007 WL 4034554 (N.D. Ohio, Nov. 14, 2007); U.S. National Bank v. Ibanez and Wells Fargo  
11 Bank, N.A., Trustee v. Larace, 17 LCR 202, 2009 Mass. LCR LEXIS 41 (Mass. 2009).

12  
13 41. The Restatement (3d) of Property (Mortgages) lends further support, at § 5.4, which  
14 states that the person holding only the deed of trust will never experience default (thus § 2924 could  
15 not be invoked) because only the holder of the note is entitled to payment of the underlying  
16 obligation. (Emphasis supplied).

17  
18 42. Claims for Declaratory and Injunctive Relief are proper causes of action even though  
19 they are essentially requests for specific remedies.

20  
21 43. Plaintiffs properly state a claim for rescission against MERS. MERS argues that the  
22 right for rescission is unavailable to Plaintiff since Plaintiff is in default of the contract. However,  
23 Plaintiff attacks the validity of the MERS' standing.

24  
25 44. Plaintiff properly pleads a cause of action for Quiet Title. Defendant objects to a cause  
26 of action for Quiet Title based on its claim that the original promissory note does not have to be in  
27 possession to initiate non-judicial foreclosure proceedings. However, Plaintiff disputes Defendants  
28 argument as states previously. In other aspects the complaint is verified, it includes the legal

1 description of the property and its common designation, it includes its title and adverse claims to  
2 title as well as a prayer for determination of title.

3 45. Plaintiff properly states a claim against MERS for Libel. MERS claims a litigation  
4 privilege. However, where MERS in fact had no standing in instituting foreclosure its conduct  
5 results in damages to Plaintiff including negative credit reporting.

6 46. The Restatement (3d) of Property (Mortgages) lends further support, at § 5.4, which  
7 states that the person holding only the deed of trust will never experience default (thus § 2924 could  
8 not be invoked) because only the holder of the note is entitled to payment of the underlying  
9 obligation. (Emphasis supplied).

10 47. Moreover, even if MERS did have the note or there was a proper assignment on file at  
11 the county recorder, which apparently there is not, MERS would still be required to comply with  
12 Cal. Civ. Code 2934a, which requires, inter alia, that a substitution of trustee is duly recorded. It is  
13 unclear from the record in this matter whether or not that task was performed.

14 **B. MERS's Authority Is Not Overwhelming**

15 48. MERS presents to this court a handful of cases of which it points to as "clear and  
16 overwhelming legal authority." MERS is incorrect.

17 49. The doctrine of stare decisis applies only to decisions of the appellate courts. Trial  
18 courts make no binding precedents, but may be relied upon or cited for their persuasive value.  
19 Santa Ana Hospital Medical Center v. Belsh, 56 Cal. App. 4<sup>th</sup> 819, 831 (1997) (citing 9 Witkin, Cal.  
20 Procedure (3d ed. 1985 Appeal, section 763, pp 730-731).

21 50. Here, MERS cites only one appellate court case which it asserts it theory, Moeller,  
22 supra. First, Moeller does not address the issue of standing or the note. Second, as discussed infra,  
23 Moeller does not support MERS, as California Golf, supra, and Homestead, supra, reveal the statute  
24 is not exhaustive. All of the other cases are persuasive.

1 51. However, in reviewing the cases in detail, it is clear the cases are not persuasive. For  
2 instance, one of the older cases presented by MERS, and upon which many other trial court  
3 opinions flowed is Neal v. Juarez, 2007 WL 2140640 (S.D. Cal.). In Neal, a pro se plaintiff  
4 appeared on behalf of the maker of a promissory note, and lost a motion for summary judgment.  
5 The court explained, at page 6, that Plaintiff's quiet title claims were a "confusing presentment."  
6 Plaintiff contended he was a BFP for value and entitled to set-aside the trustee's sale. The court  
7 wrote that the allegation the trustee did not have the original note or had not received it is  
8 insufficient to render a foreclosure proceeding invalid. First, the foreclosure had already occurred,  
9 and to a bona fide purchaser ("BFP"). In the situation with a bona fide purchaser the foreclosure  
10 cannot be undone. BFPs are protected. Id., Moeller 25 Cal. App. 4<sup>th</sup> 822; Cal. Civ. Code § 2924  
11 (c). This matter is quite different because there are presently no BFPs to protect, and a sale has not  
12 occurred.

13  
14  
15 52. Neal almost completely ignores California laws and stands for an incorrect proposition,  
16 yet it remains distinguishable. The note in this matter indicates that Freedom Home Mortg. Corp.  
17 is the party to the contract. As discussed above, the California Court of Appeals recently held that §  
18 2924 is expressly applicable between parties to the contract. Moreover, Mr. Neal presented an  
19 Arkansas case, and only an Arkansas case, to the court concerning his statement 2924 had been  
20 violated, and the case had nothing to do with 2924 or California law. Yet, subsequent trial court  
21 opinions rely upon it as "authority."  
22

23 53. Several other cases cited by MERS were cases brought by an infamous attorney who  
24 was disbarred because he brought numerous cases and did nothing more. The motions to dismiss in  
25 those cases were unopposed, and in sports terms, the cases were a "forfeit." For instance, see  
26 Putkkuri v. Recontrust Company, 2009 WL 32567 (S.D. Cal.) and Candelo v. NdEX West, LLC,  
27 2008 WL 5382259 (E.D. Cal.).  
28

1 54. The San Diego Home Solutions, Inc. v. ReconTrust Co. case, 2008 U.S. Dist. LEXIS  
2 99684; 2008 WL 5209972, is not persuasive, either. The opinion provides no reasoning or analysis  
3 on the issue of standing.

4 55. The Pantoja v. Countrywide Home Loans, Inc. opinion, like so many others, simply  
5 provides no reasoning, but cites to the aforementioned Putkkuri, Candelo and of course, Neal cases.  
6

7 56. The cases MERS relies upon, even if stare decisis, would have to reviewed, for they are  
8 not persuasive.

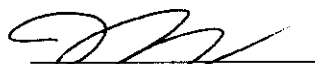
9 57. In conclusion, Plaintiffs have cited cases and law which indisputably provide clear  
10 authority that one must first have standing in order to conduct a foreclosure in California, and that  
11 standing begins with the promissory note.

12 58. As to Plaintiffs Fifth and Sixth Cause of Action, Plaintiffs have stated a claim for which  
13 relief can be granted.

14  
15 **V. CONCLUSION**

16 The court should deny Defendant's Motion. In the alternative, Plaintiffs request that leave be  
17 granted to amend the complaint. Plaintiffs' counsel has associated co-counsel and will be requesting  
18 leave to amend the complaint even if the court denies Defendant's motion.

19  
20 Dated: 2/27/10

  
\_\_\_\_\_  
MARCUS GOMEZ,  
Attorney for Plaintiffs

In re: Raymond Vargas	Debtor(s)	CHAPTER: 7 CASE NUMBER: 2:08-bk-17036-SB Adversary Number: 2:09-ap-01135-SB
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**NOTE:** When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
12749 Norwalk Blvd., Suite 204A  
Norwalk, CA 90650

A true and correct copy of the foregoing document described **PLAINTIFFS' OPPOSITION TO DEFENDANT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.'S MOTION TO DISMISS PLAINTIFFS' FIRST AMENDED ADVERSARY COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

**I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On February 24, 2010 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

efile@sfbllaw.com                      ustprejion16.la.ecf@usdoj.gov                      megan.sherrill@bryancave.com  
katherine.windler@bryancave.com                      resterkin@morganlewis.com

Service information continued on attached page

**II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL** (indicate method for each person or entity served):

On February 24, 2010 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL** (indicate method for each person or entity served):

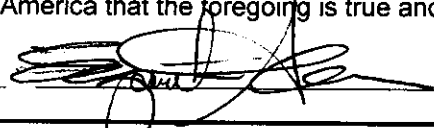
Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on \_\_\_\_\_ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

02/24/10

Elizabeth Arreola



In re: Raymond Vargas	Debtor(s).	CHAPTER: 7 CASE NUMBER: 2:08-bk-17036-SB Adversary Number: 2:09-ap-01135-SB
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Date Type Name Signature

**ADDITIONAL SERVICE INFORMATION** (if needed):

HONORABLE SAMUEL L BUFFORD  
255 EAST TEMPLE STREET, SUITE 1582  
LOS ANGELES, CA 90012

UNITED STATES TRUSTEE'S OFFICE  
725 S. FIGUEROA STREET  
16TH FLOOR  
LOS ANGELES, CA 90012

CHAPTER 7 TRUSTEE  
JOHN P. PRINGLE  
ROQUEMORE, PRINGLE & MOORE  
6055 EAST WASHINGTON BOULEVARD  
SUITE #500  
LOS ANGELES, CA 90040

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
(M.E.R.S.)  
1818 LIBRARY STREET  
SUITE 300  
RESTON, VA 20190-0000

STEPHEN F. BIEGENZAHN, Esq.  
4300 VIA MARISOL, STE 764  
LOS ANGELES, CALIFORNIA 90042-5079

Brian M. Jazaeri  
Morgan, Lewis & Bockius LLP  
300 South Grand Avenue, 22<sup>nd</sup> Floor  
Los Angeles, CA 90071-3132