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7 Attorneys for Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF CONTRA COSTA, PITTSBURG BRANCH

10
11 DEUTSCHE BANK NATIONAL)
12 TRUST COMPANY,)

13 Plaintiff,)

14 vs.)

15 HERMENEGILDO J. CAPARAS;)
16 JUANITA R. CAPARAS;)
17 and DOES 1 to 10,)
18 Inclusive,)

19 Defendants.)

CASE NO. PS 09-1331

**REQUEST FOR ADMISSIONS OF PLAINTIFF
DEUTSCHE BANK NATIONAL TRUST
COMPANY TO DEFENDANT
JUANITA R. CAPARAS, SET ONE**

20 Complaint Filed: July 7, 2009
21 Mot. Cut-Off: n/a
22 Disc. Cut-Off: n/a
23 Trial Date: Not Assigned

24 **PROPOUNDING PARTY: Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY**

25 **RESPONDING PARTY: Defendant, JUANITA R. CAPARAS**

26 **SET NUMBER: ONE**

27 1. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
28 Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
Instrument No. 2006-0227370-00, is invalid.

- 1 2. Defendant JUANITA R. CAPARAS knows of no persons who support any contention made by
2 Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
3 described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
4 Instrument No. 2006-0227370-00, is invalid.
- 5 3. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
6 by Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
7 described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
8 Instrument No. 2006-0227370-00, is invalid.
- 9 4. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
10 Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
11 described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
12 Instrument No. 2006-0227370-00, is void.
- 13 5. Defendant JUANITA R. CAPARAS knows of no persons who support any contention made by
14 Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
15 described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
16 Instrument No. 2006-0227370-00, is void.
- 17 6. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
18 by Defendant JUANITA R. CAPARAS that the loan associated with the real property commonly
19 described as 3554 Lovebird Way, Antioch, CA 94509, secured by a Deed of Trust, recorded as
20 Instrument No. 2006-0227370-00, is void.
- 21 7. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
22 Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
23 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
24 is invalid.
- 25 8. Defendant JUANITA R. CAPARAS knows of no person who support any contention made by
26 Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
27 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
28 is invalid.

- 1 9. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
2 by Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
3 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
4 is invalid.
- 5 10. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
6 Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
7 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
8 is void.
- 9 11. Defendant JUANITA R. CAPARAS knows of no person who support any contention made by
10 Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
11 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
12 is void.
- 13 12. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
14 by Defendant JUANITA R. CAPARAS that the foreclosure sale concerning the real property
15 commonly described as 3554 Lovebird Way, Antioch, CA 94509 that took place on June 4, 2009
16 is void.
- 17 13. At the time of the foreclosure sale that occurred on June 4, 2009 concerning the loan secured by
18 the real property commonly described as 3554 Lovebird Way, Antioch, CA 94509, the loan was
19 in default.
- 20 14. At no time did any Defendant attempt to reinstate the loan secured by the real property
21 commonly described as 3554 Lovebird Way, Antioch, CA 94509, as memorialized in that Deed
22 of Trust, recorded as Instrument No. 2006-0227370-00 prior to the foreclosure sale of June 4,
23 2009.
- 24 15. At no time did any Defendant have sufficient funds available to Plaintiff to reinstate the loan
25 secured by the real property commonly described as 3554 Lovebird Way, Antioch, CA 94509,
26 memorialized by that Deed of Trust, recorded as Instrument No. 2006-0227370-00 prior to the
27 foreclosure sale.
- 28 16. At no time did Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY breach any

- 1 written contract with Defendant JUANITA R. CAPARAS.
- 2 17. At no time did Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY commit any act
3 of fraud upon Defendant JUANITA R. CAPARAS.
- 4 18. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
5 Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
6 COMPANY breached any written agreement with her of any kind.
- 7 19. Defendant JUANITA R. CAPARAS knows of no persons who support any contention made by
8 Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
9 COMPANY breached any written agreement with her of any kind.
- 10 20. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
11 by Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
12 COMPANY breached any written agreement with her of any kind.
- 13 21. Defendant JUANITA R. CAPARAS knows of no facts that support any contention made by
14 Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
15 COMPANY committed any act of fraud upon any Defendant.
- 16 22. Defendant JUANITA R. CAPARAS knows of no persons who support any contention made by
17 Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
18 COMPANY committed any act of fraud upon any Defendant.
- 19 23. Defendant JUANITA R. CAPARAS knows of no documents that support any contention made
20 by Defendant JUANITA R. CAPARAS that Plaintiff DEUTSCHE BANK NATIONAL TRUST
21 COMPANY committed any act of fraud upon any Defendant.
- 22 24. At no time did Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY cause any
23 Defendant to suffer any damages.
- 24 25. Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY is entitled to recover monetary
25 damages against Defendants in being forced to bring this lawsuit, including all legal fees and
26 costs that Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY incurs.
- 27 26. At the time Defendant JUANITA R. CAPARAS obtained the subject loan, secured by a Deed
28 of Trust on the real property commonly described as 3554 Lovebird Way, Antioch, CA 94509,

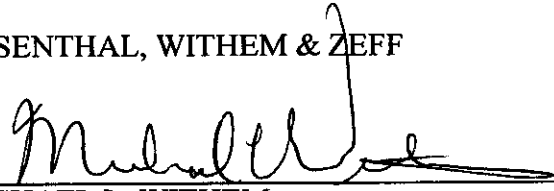
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Defendant JUANITA R. CAPARAS committed loan fraud.

- 27. At no time prior to June 4, 2009, did Defendant JUANITA R. CAPARAS make any attempt to bring the loan, secured by the real property commonly described as 3554 Lovebird Way, Antioch, CA 94509, current.
- 28. At no time since June 4, 2009 has any Defendant tendered any money to Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY.
- 29. In obtaining the loan memorialized by that Deed of Trust, recorded on July 19, 2006, as Instrument No. 2006-0227370-00, you did not consult with any person employed by Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY.
- 30. In obtaining the loan memorialized by that Deed of Trust, recorded on July 19, 2006, as Instrument No. 2006-0227370-00, you did not discuss with any person employed by Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY any matter concerning the subject loan.
- 31. At no time did any person employed by Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY have any communication with you up to and including the date of the foreclosure sale that took place on or about June 4, 2009.

DATED: September 3, 2009

ROSENTHAL, WITHEM & ZEFF

BY 
MICHAEL L. WITHEM
Attorneys for Plaintiff,
DEUTSCHE BANK NATIONAL TRUST COMPANY

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I AM EMPLOYED IN THE county of Los Angeles, State of California and am over the age
4 of 18 years and not a party to the within action. My business address is 16027 Ventura Boulevard,
Suite 201, Encino, California 91436.

5 On September 3, 2009 I served the foregoing document(s) described as **PLEASE SEE**
6 **ATTACHED LIST** on all interested parties, through their respective attorneys of record in this
action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

7 **Timothy L. McCandless, Esq.**
8 **Law Offices of Timothy L. McCandless**
9 **13240 Amargosa Road**
10 **Victorville, CA 92392**
11 **Tel: 760-951-3663**
12 **Fax: 909-382-9956**

13 **METHOD OF SERVICE**

14 **BY OVERNIGHT MAIL**

15 X **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at
16 Encino, California. I am "readily familiar" with the firm's practice of collection and
17 processing correspondence or mailing. Under that practice it would be deposited with U.S.
Postal Service on that same day with postage thereon fully prepaid at Encino, California in
the ordinary course of business. I am aware that on motion of the party served, service is
presumed invalid if postal cancellation date or postage meter date is more than one day after
date of deposit for mailing in affidavit.

18 **(BY PERSONAL SERVICE)** I caused such envelope(s) to be delivered by hand to the
offices of the addressee(s).


19 **(BY FACSIMILE)** I caused such document(s) to be telephonically transmitted to the offices
20 of the addressee(s)' facsimile machine as stated on the attached service list. The transmission
21 by facsimile was reported as complete and without error, and the transmission report shall be
attached to the original Proof of Service.

22 **JURISDICTION**

23 X (State) I declare under penalty of perjury that the above is true and correct.

24 (Federal) I declare that I am employed in the office of a member of the bar of the Court at
whose direction the service was made.

25 Executed on September 3, 2009 at Encino, California.

26 
27 MARISA LASKEY
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DOCUMENTS SERVED

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1. **Demand for Inspection and Request for Production of Documents of Plaintiff Deutsche Bank National Trust Company to Defendant Hermenegildo J. Caparas, Set One;**
2. **Special Interrogatories of Plaintiff Deutsche Bank National Trust Company to Defendant Hermenegildo J. Caparas, Set One'**
3. **Form Interrogatories of Plaintiff Deutsche Bank National Trust Company to Defendant Hermenegildo J. Caparas, Set One;**
4. **Request for Admissions of Plaintiff Deutsche Bank National Trust Company to Defendant Hermenegildo J. Caparas, Set One;**
5. **Demand for Inspection and Request for Production of Documents of Plaintiff Deutsche Bank National Trust Company to Defendant Juanita R. Caparas, Set One;**
6. **Special Interrogatories of Plaintiff Deutsche Bank National Trust Company to Defendant Juanita R. Caparas, Set One'**
7. **Form Interrogatories of Plaintiff Deutsche Bank National Trust Company to Defendant Juanita R. Caparas, Set One;**
8. **Request for Admissions of Plaintiff Deutsche Bank National Trust Company to Defendant Juanita R. Caparas, Set One.**