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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SOLANO, SOLANO JUSTICE CENTER

11 FANNIE MAE ALSO KNOWN AS
12 FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

13 Plaintiff,

14 vs.

15 MICHELLE CABESAS AND LETICIA EDILLO,
16 and DOES 1-10,
17 inclusive,

18 Defendants.

CASE NO. VCM 106610

PLAINTIFF'S RESPONSES TO
REQUESTS FOR ADMISSION, SET ONE

20 PROPOUNDING PARTY: DEFENDANT, MICHELLE CABESAS

21 RESPONDING PARTY: PLAINTIFF, FANNIE MAE ALSO KNOWN AS FEDERAL
22 NATIONAL MORTGAGE ASSOCIATION

23 SET NO.: ONE

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RESPONSES TO REQUESTS FOR ADMISSION

REQUESTS FOR ADMISSION NO. 1:

Admit or deny that PLAINTIFF never at any time took possession of the original promissory note obligating PLAINTIFF and/or alienable in this instant case.

RESPONSE TO REQUESTS FOR ADMISSION NO. 1:

Objection irrelevant and not and/or not reasonably likely to lead to the discovery of admissible evidence. Old National Financial Services v. Siebert (1987) 194 Cal.App.3d 460; Vella v. Hudgins (1977) 20 Cal.3d 251. This unlawful detainer action is not an action on the promissory note as the only issue of title is the ‘technical regularity of the foreclosure sale’ in which a Plaintiff who produced a certified copy of the Trustee’s Deed Upon Sale which contains the statutory recitals has met its burden of proving duly perfected title “and no further evidence is necessary to establish the title and right to possession of the purchaser” Sorenson v. Hall (1934) 6 C.2d 680; Cobb v. California Bank (1936) 6 C.2d 389; Pacific States Savings & Loan Co. v. O’Neill (1936) 7 C.2d 596; Karrell v. First Thrift of Los Angeles (1951) 104 Cal.App.2d 536. Furthermore there exists no requirement to possess or produce the note in order to conduct a non-judicial foreclosure Neal v Juarez (2007) WL 2140640 (S.D. Cal. 2007); Candelo v. NDEx West, LLC NO CV F08-1916 LJO DLB, 2008 U.S. Dist. LEXIS 105926, 12 (E.D. Cal. Dec. 23, 2008).

Certainly, the Propounding Party may have more latitude in discovery requests in an unlimited jurisdiction matter, although an objection as to this particular request would probably be met with an objection if propounded in that case as well.

REQUESTS FOR ADMISSION NO. 2:

Admit or deny that in your capacity as the trustee that you never took physical possession of the Note executed by PLAINTIFF.

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1 **RESPONSE TO REQUESTS FOR ADMISSION NO. 2:**

2 Objection irrelevant and not and/or not reasonably likely to lead to the discovery of
3 admissible evidence. Old National Financial Services v. Siebert (1987) 194 Cal.App.3d 460; Vella v.
4 Hudgins (1977) 20 Cal.3d 251. This unlawful detainer action is not an action on the promissory note
5 as the only issue of title is the ‘technical regularity of the foreclosure sale’ in which a Plaintiff who
6 produced a certified copy of the Trustee’s Deed Upon Sale which contains the statutory recitals has
7 met its burden of proving duly perfected title “and no further evidence is necessary to establish the
8 title and right to possession of the purchaser” Sorenson v. Hall (1934) 6 C.2d 680; Cobb v.
9 California Bank (1936) 6 C.2d 389; Pacific States Savings & Loan Co. v. O’Neill (1936) 7 C.2d 596;
10 Karrell v. First Thrift of Los Angeles (1951) 104 Cal.App.2d 536. Furthermore there exists no
11 requirement to possess or produce the note in order to conduct a non-judicial foreclosure Neal v
12 Juarez (2007) WL 2140640 (S.D. Cal. 2007); Candelo v. NDEx West, LLC NO CV F08-1916 LJO
13 DLB, 2008 U.S. Dist. LEXIS 105926, 12 (E.D. Cal. Dec. 23, 2008).

14 Certainly, the Propounding Party may have more latitude in discovery requests in an
15 unlimited jurisdiction matter, although an objection as to this particular request would probably be
16 met with an objection if propounded in that case as well.

17 **REQUESTS FOR ADMISSION NO. 3:**

18 Admit or deny that you did not provide to the Trustee at the time of the Notice of Default or
19 to anyone the original note and deed of trust executed by PLAINTIFF and with an assignment of
20 these documents to you.

21 **RESPONSE TO REQUESTS FOR ADMISSION NO. 3:**

22 Objection irrelevant and not and/or not reasonably likely to lead to the discovery of admissible
23 evidence. Old National Financial Services v. Siebert (1987) 194 Cal.App.3d 460; Vella v. Hudgins
24 (1977) 20 Cal.3d 251. This unlawful detainer action is not an action on the promissory note as the
25 only issue of title is the ‘technical regularity of the foreclosure sale’ in which a Plaintiff who
26 produced a certified copy of the Trustee’s Deed Upon Sale which contains the statutory recitals has
27 met its burden of proving duly perfected title “and no further evidence is necessary to establish the
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1 title and right to possession of the purchaser” Sorenson v. Hall (1934) 6 C.2d 680; Cobb v.
2 California Bank (1936) 6 C.2d 389; Pacific States Savings & Loan Co. v. O’Neill (1936) 7 C.2d 596;
3 Karrell v. First Thrift of Los Angeles (1951) 104 Cal.App.2d 536. Furthermore there exists no
4 requirement to possess or produce the note in order to conduct a non-judicial foreclosure Neal v
5 Juarez (2007) WL 2140640 (S.D. Cal. 2007); Candelo v. NDEx West, LLC NO CV F08-1916 LJO
6 DLB, 2008 U.S. Dist. LEXIS 105926, 12 (E.D. Cal. Dec. 23, 2008).

7 Certainly, the Propounding Party may have more latitude in discovery requests in an
8 unlimited jurisdiction matter, although an objection as to this particular request would probably be
9 met with an objection if propounded in that case as well.

10 **REQUESTS FOR ADMISSION NO. 4:**

11 Admit or deny that your execution of the notices and foreclosures failed to conform to the
12 provisions of California Civil Code Sections 1624.

13 **RESPONSE TO REQUESTS FOR ADMISSION NO. 4:**

14 Objection irrelevant and not and/or not reasonably likely to lead to the discovery of
15 admissible evidence. Old National Financial Services v. Siebert (1987) 194 Cal.App.3d 460; Vella v.
16 Hudgins (1977) 20 Cal.3d 251. This unlawful detainer action is not an action on the promissory note,
17 nor the foreclosure of the deed of trust that secured same as the only issue of title is the ‘technical
18 regularity of the foreclosure sale’ in which a Plaintiff who produced a certified copy of the Trustee’s
19 Deed Upon Sale which contains the statutory recitals has met its burden of proving duly perfected
20 title “and no further evidence is necessary to establish the title and right to possession of the
21 purchaser” Sorenson v. Hall (1934) 6 C.2d 680; Cobb v. California Bank (1936) 6 C.2d 389; Pacific
22 States Savings & Loan Co. v. O’Neill (1936) 7 C.2d 596; Karrell v. First Thrift of Los Angeles
23 (1951) 104 Cal.App.2d 536. Furthermore there exists no requirement to possess or produce the note
24 in order to conduct a non-judicial foreclosure Neal v Juarez (2007) WL 2140640 (S.D. Cal. 2007);
25 Candelo v. NDEx West, LLC NO CV F08-1916 LJO DLB, 2008 U.S. Dist. LEXIS 105926, 12 (E.D.
26 Cal. Dec. 23, 2008).

1 Certainly, the Propounding Party may have more latitude in discovery requests in an
2 unlimited jurisdiction matter, although an objection as to this particular request would probably be
3 met with an objection if propounded in that case as well.

4 Further objection(s) is made on the ground(s) that Plaintiff was the beneficiary of the deed of
5 trust at the time of the foreclosure sale. Plaintiff did not originate the loan, service the loan, prepare,
6 serve and record the Notice(s) in the foreclosure process. Those actions were taken by entities who
7 are not parties to this limited jurisdiction summary unlawful detainer proceeding, nor can they be as
8 cross-complaints are not allowed in unlawful detainer proceedings.

9 **REQUESTS FOR ADMISSION NO. 5:**

10 Admit or deny that your execution of the notices and foreclosures failed to conform to the
11 provisions of California Civil Code Sections 2923-5 et seq.

12 **RESPONSE TO REQUESTS FOR ADMISSION NO. 5:**

13 Objection irrelevant and not and/or not reasonably likely to lead to the discovery of admissible
14 evidence. Old National Financial Services v. Siebert (1987) 194 Cal.App.3d 460; Vella v. Hudgins
15 (1977) 20 Cal.3d 251. This unlawful detainer action is not an action on the promissory note or the
16 foreclosure of the deed of trust that secured same, as the only issue of title is the 'technical regularity
17 of the foreclosure sale' in which a Plaintiff who produced a certified copy of the Trustee's Deed
18 Upon Sale which contains the statutory recitals has met its burden of proving duly perfected title "and
19 no further evidence is necessary to establish the title and right to possession of the purchaser"
20 Sorenson v. Hall (1934) 6 C.2d 680; Cobb v. California Bank (1936) 6 C.2d 389; Pacific States
21 Savings & Loan Co. v. O'Neill (1936) 7 C.2d 596; Karrell v. First Thrift of Los Angeles (1951) 104
22 Cal.App.2d 536. Furthermore there exists no requirement to possess or produce the note in order to
23 conduct a non-judicial foreclosure Neal v Juarez (2007) WL 2140640 (S.D. Cal. 2007); Candelo v.
24 NDEx West, LLC NO CV F08-1916 LJO DLB, 2008 U.S. Dist. LEXIS 105926, 12 (E.D. Cal. Dec.
25 23, 2008).

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Certainly, the Propounding Party may have more latitude in discovery requests in an unlimited jurisdiction matter, although an objection as to this particular request would probably be met with an objection if propounded in that case as well.

Plaintiff further objects on the basis that the discovery request is vague, ambiguous, unintelligible and calls for a legal conclusion as to the terms "failed to conform to the provisions of California Civil Code Sections 2923-5 et seq."

Without waiving the objections, to the best that Plaintiff can speculate as to the aim of the discovery request, deny.

BARRETT DAFFIN FRAPPIER TREDER &
WEISS, LLP

Date: September 1, 2009

By: 
JAMES T. LEE, Attorneys for Plaintiff

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing PLAINTIFF'S RESPONSES TO REQUESTS FOR ADMISSION, SET ONE and know its contents.

CHECK APPLICABLE PARAGRAPHS

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for FANNIE MAE a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on SEPTEMBER 1, 2009, at COVINA, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

JAMES T. LEE Type or Print Name

Signature

PROOF OF SERVICE 1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as

on in this action

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL

I deposited such envelope in the mail at California.

The envelope was mailed with postage thereon fully prepaid.

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at 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.

Executed on, at California.

(BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on, at California.

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

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

Type or Print Name

Signature

(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

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