

So that what we're going for is a proposed order that grants ... that issues a court-ordered decree expunging trustee's deed, restoring name on title, and ordering mandatory settlement conference. And then we go from there in terms of how to settle this. Everything gets unwound to the point it was before the trustee sale....okay. Two things: the state case for wrongful foreclosure is not pleading, it's not pleading that ... it doesn't address the cause of action that the wrong party foreclosed.

(The state case) is limited only to a cause of action to expunge trustee's deed, deem the trustee's sale void by operation of law due to my perfect exercise and completion and of my Redemption.

Homeowner's right of equitable redemption was exercised timely. Tender of full payoff was delivered perfectly and timely. Complete fulfillment on the homeowner's part of her obligation to perfectly fulfill and deliver on her end, and per written contract, CIV 1624 email of September 12, 2019, fulfillment of CalHBOR CIV 2924.11b2, written agreement between all the parties, because Reed Smith lead attorney Amanda Hamilton represented all the parties. And also, since Aztec did not object and was copied on everything, that is a tacit consent.

First of all, Aztec doesn't decide the servicing, you know, settlements, you know... What type of alternative to foreclosure are we working out? Are we working out an alternative? They're getting their direction from Nationstar as to whether such an alternative is being enacted and completed or not. So they were copied and they also, you know, provided tacit consent. They waived their... any objection because they were silent.

So in other words, when it comes to exercising the Right of Redemption by Tendering Full Payoff, the lead attorney Amanda Hamilton of Reed Smith was the one and only Single Point of Contact with whom to contract; which we did, in writing.

So CIV 1624 email, electronic mail, is equivalent to a written contract. We contracted thirteen days before the sale in writing that they would accept tender of full payoff. Even though they weren't agreeing to cancel the sale, because she said we're not canceling the sale. Well, that just means that it's still pending for thirteen days in the future.

But if you're going to accept full payment on the debt, not reinstatement, but full payment, then there is no note, nor a deed of trust, upon which to conduct a future trustee sale. It's gone. There's nothing for sale at that point. So we had a contract thirteen days prior to the trustee sale in writing. I fulfilled that so that was written agreement between all the parties: Civil Code 2924.11b2.

Second part: Delivery of Proof of Funds in Writing. I did.

I delivered as far as humanly possible to the Single Point of Contact Lead Attorney, **prior to the trustee sale.** They refused to let me walk in a cashiers check. Yes, I can get the cell phone records for calling their office several times in which I asked specifically to walk in a cashiers check for the full amount and hand it to either Amanda Hamilton or Abraham Colman or Raffi Kassabian or their big boss or somebody who would sign off and say,

"Yes, I represent Nationstar, yes, I see your check, yes, here's the full amount that's due. I see your check is, you know, for that amount in full. It is a cashiers check, I acknowledge it, yes, I have received it..."

No, you guys completely ... were scared of me.

"We have security guards. Security! Security, she's trying to pay us!! Security!"

You refused to let me walk in the check.

Then you refused my title escrow officer by not providing your bank wiring instructions even though she emailed you and I emailed you and my loan broker emailed you and, hello, we need your wiring instructions so you can get paid, you debt collector attorneys.

Complete silence for thirteen days and then refused the morning of the sale after your little eyeballs were looking at the proof of funds and the email that said,

"We're wire-transfer ready! There's \$150,000 over and above what we believe we owe because we are looking at the current mortgage statement."

That's the main case and that's all we're pleading.

We don't have to plead any more.... See, I'm not... Those were the past cases when I said,

"I would like to pay the injured party. I'm looking at laws that say that I have the right to have an audience with my injured party. And I... There is no law that compels me to pay a so-called agent of the injured party who refuses, over a multi-year period, to prove that it is the agent for the injured party that I owe. UCC Article 3, contract law, tender of debt law. And so on."

So, no, I'm not pleading that in this case. I'm pleading that the trustee sale was void because it was conducted in violation of my... Well, violation specifically of Civil Code of California 2924.11b2. The trustee sale was required for cancellation, was mandated for cancellation by all of you parties. All of you.

Any one of you could have and should have canceled it. Because it names the servicer, the substitute trustee, the beneficiary, and any of their agents, that would be attorneys. Any of you could've canceled it. All of you were held to the mandate of the law. Civil Code 2924.11b2. Because I fulfilled both parts of it. And because it was not a surprise that I would fulfill both parts of it. We had a contract that I would.

And I delivered on it.

So why are you so surprised? And is it some kind of mystery that I would insist that you follow the law that's right in your face in black and white? So that's the only... Okay, so it's CIV 2924.11b2, CIV 2923.6 which is Dual Tracking. Enforcement of the duties of single point of contact: CIV 2923.7.

"Amanda Hamilton, where the heck did she go? Miss Incommunicado. We call her Hideaway Hamilton."

And also we've got, you know, I mean contract breach. But see the thing about contract breach, Civil Code 1624, is I didn't need her permission, anybody's permission to exercise my Right of Redemption. But I did need the communication line open, right? Because if there's nobody home there there's nobody to say,

"Oh, you're going to be paying off the entire debt in full, you're going to extinguish the note. Okay, I get it, I got your email."

Well, we did have that communication on September 12th with Amanda Hamilton when she replied and she said,

"Our clients are able, willing and ready to accept your tender in full. Your payment in full." She says (writes), "Your payment in full."

>>>>[Audio Time: 8:22]<<<<

Okay. Well, that's the fulfillment of two things. It's the fulfillment of agreement of all... Between all parties in writing, CIV 2924.11b2, and it's also a written contract, CIV 1624. That's a really important email. I mean without that email I wouldn't have the first half, you know, proof in writing of the first half that we had agreement in writing. But I do.

And it's a contract that they're like, okay, you know, you had thirteen days to go,

"Whoa, this money is coming guys, this money is coming and, you know, we are supposed to be like mortgage debt collecting specialist attorneys. Maybe we should know a little bit about things like fair market value and, you know, going rates for hard money and let's just... Why don't we go to Zillow and look up her address. Oh, it's somewhere around 1.2 to 1.3 (Million\$). And let's look at the statement. Oh wow, it's under \$700,000."

"We think that she...y'know what? It's going to be expensive money for that lady, but, you know, she'll get a hard money loan on those kind of ... loan to values. Yeah, I'm sure...."

"She just told us. It's like two weeks away guys, the trustee sale. Yeah, Aztec's got it on September 25th, today's the 12th. Umm... and yeah, Amanda just replied on the email. She says, okay, you know. All right, payment in full, we are able, willing and ready to take it. That's 13 days..."

"Can we just tell Amanda not to answer any more phone calls and emails from this lady? Because we would've rather she just didn't say anything."

"Okay, but the email went out."

"I know, I know, but just tell her to be quiet from now on."

"Okay, got it. All right, Amanda just just go hide."

"Because... But, you know, really guys, what she's doing is redeeming her property from the entire debt, which is uhhh.... her right to redeem it. It's called the Homeowners Right of Equitable Redemption. We don't really get to obstruct that. You know, actually nobody does, ummmm...."

"Well, let's just not give her the full amount!"

"Well, she's asking if the full amount is, you know, the September statement."

"She's still getting statements from Nationstar?!"

"Yeah. Yeah, Nationstar has been sending her statements every month. So, 'cause, look, she scanned it and sent it to Amanda."

"What's it say?"

"It says full payoff is... Let's see. Let's see, accelerated amount due... that would be full payoff, right?"

"Yeah, what's it say?!"

"Let's see, no, what did it say? \$689,992.16. Okay, well is that the full payoff?" (** Lead attorney's email accepted offer of "payment in full minus the \$5,000 discount discussed...")

"I don't know, I think we should add about \$50,000 in our fees and stuff, don't you?"

"Yeah, add \$50,000 but that's still wayyyyyy under her market value. I mean, don't you think she'd still get a hard money loan?"

"Yeah, yeah, she'll get these hard money loan sharks. They'll want a loan her on that 'cause of the equity and because of the market value."

"Shoot.... Well, if she's going to close a hard money loan, I mean, in thirteen days, I mean, can she do in thirteen days?"

"Yeah. Yeah, this is gonna be.... this is gonna be rough."

"Well, what are we going to do?!"

"Why don't we just let her have her property, and pay us the note?"

"No, we can't do that!"

"I mean you just said ... we don't have a choice not to.... "

"It's not up to me! It's up to <inaudible 12:24>."

"Okay, well I don't really want ... anything more to do with it. I know, Amanda will send an email if she closes the loan. Amanda will send it. Okay. So you guys just... I'll let Amanda know what... If she closes the loan in time before the sale and sends us all the, you know, loan approval and the full thing is sitting there, ummm.... "

"What do you mean she tried to come in and... No, you get the security... You tell her the security guards will not let anybody without an express permission and a badge and all kinds of stuff, you know, onto the 18th fl..."

"Tell her security... Call security, she cannot bring a cashiers check up here. No. In no uncertain terms may she pay any of us directly anything!"

"No, but she's asking if somebody will come down to the lobby and accept the check."

"What?! We don't do that. Just say, no, that's not available."

"Okay, so we're not going to take... She says she has a whole cashiers check."

"For the whole amount, like 700,000?!"

"Yes. Apparently she closed the loan."

"No, we don't take cashiers checks here. It just doesn't work that way."

"Okay, well she's now saying then, that the title escrow officer wants to know what the wiring instructions are to wire the money."

"Well, that's not something that we do... ummm. We'll have to call... Somebody call Faye."

"Where is Faye?"

"I don't know! She's either in Texas or in the bathroom, let me check. <inaudible 14:05>"

"Okay. Well, find out what Faye wants to do because ... <inaudible 14:13> I need out of here. I don't want anything to do I don't know what you guys are going to do with this case, bye. I'm out."

"Just make sure Amanda doesn't say anything. But make sure she doesn't take a vacation because, right, she's going to be the one that writes the ... the email. Whatever Faye wants her to do, okay? ... Hey uh, Sylvia, will you book my flight? I need to get to Hawaii. Yeah, no, tomorrow. Tonight, Sylvia, tonight."