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August 26, 2013

VIA E-MAIL AND U.S. MAIL

Al West
Law Offices of West & Associates
700 N. Pacific Coast Highway, #201
Redondo Beach, CA 90277

Re: *Robinson v. United Pacific Mortgage*; LA County Case No. PC052281

Dear Mr. West:

My firm has been retained to represent Bank of America, N.A. (the "Bank") and Mortgage Electronic Registration Systems, Inc. ("MERS") with regard to the case *Robinson v. United Pacific Mortgage*, Los Angeles County Case No. PC052281.

In that case, you acted as attorney of record for Plaintiffs. You improperly obtained a judgment in that action allegedly quieting title as to the real property located at 19127 Romar Street, Northridge, California (the "Property"). The judgment also purports to expunge the deed of trust securing the \$999,950.00 loan obtained by Daniel and Darla Robinson, even though they have not paid off that loan.

Please be advised that the judgment is void.

A judgment is void when obtained despite the plaintiff's failure to serve summons. (*Peralta v. Heights Med. Ctr., Inc.* (1988) 485 U.S. 80, 84-85; *Dill v. Berquist Const. Co., Inc.* (1994) 24 Cal.App.4th 1426, 1444.) Under section 473, subdivision (d), the court may set aside a default judgment which is valid on its face, but void, as a matter of law, due to lack of service. (*Brown v. Williams* (2000) 78 Cal.App.4th 182, 186-187, fn. 4, 92 Cal.Rptr.2d 634; Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2001) ¶ 5:485, pp. 5-113 to 5-114.)

In the *Robinson* case, you and your clients knew that MERS claims an interest in the deed of trust and the Property: in fact, MERS is the beneficiary under the deed of trust. (See, Deed of Trust ¶ E ("MERS is the beneficiary under this Security Instrument.")) But you did not name MERS as a defendant, nor did you give notice of the lawsuit to MERS, as required by law. (See, Code Civ. Proc. §§ 761.020(c), 762.010; *Mortgage Elec. Registration Sys., Inc. v. Murphy* (Cal. Super. Ct. San Francisco County Aug. 20, 2010) (No. CGC-08-473497).)

Al West
August 26, 2013
Page 2

Similarly, your clients know that the Bank claims an interest in the Property: they have been making monthly loan payments to the Bank based on the Bank's payment demands, which are backed by the Bank's claimed right to foreclose via the deed of trust if the monthly payments are not made. The Bank asserts this interest as the Loan Servicer, acting on behalf of the loan's owner, as further described in paragraph 20 of the deed of trust. And yet you did not name the Bank as a defendant, nor did you give notice of this lawsuit to the Bank as required by law.

MERS and the Bank are indispensable parties to this action for quiet title, which also seeks to expunge the deed of trust. (*Washington Mutual Bank v. Blechman* (2007) 157 Cal.App.4th 662, 667-668.)

Therefore, Plaintiffs' failure to name MERS and the Bank as defendants, and Plaintiffs' failure to give notice of this action, renders the judgment void. MERS and the Bank will therefore file a motion to set aside the judgment.

Additionally, it appears that this is not an isolated incident or a simple mistake. Instead, it appears that you as an attorney have implemented a strategy to intentionally file actions for quiet title, seeking to expunge deeds of trust, without giving notice to MERS or other parties with adverse claims. (*See, e.g.*, Enclosures printed from your website and a "forensic audit" website promoting your "quiet title services.") As you know, filing a lawsuit seeking to affect a party's lien, while intentionally refusing to give that party notice and opportunity to be heard, is both improper and contrary to the law of quiet title in California.

Therefore, my clients demand as follows. 1) That you and your clients stipulate to set aside the judgment in the *Robinson* action. 2) That you as counsel cease and desist from filing any further actions regarding any loan in which MERS or the Bank claims an interest, without giving proper notice and service of summons on MERS and the Bank. 3) That you provide my firm with a list of all actions that you have filed seeking to quiet title, expunge a deed of trust, or take similar action with regard to a loan or a property in which MERS or the Bank claims a recorded or other interest, and in which you did not name MERS or the Bank, or in which you did not provide proper notice of the action to MERS or the Bank.

Please provide your written agreement to set aside the *Robinson* judgment, your written agreement to cease and desist from further such filings, and the list of all similar actions that you have filed, **on or before August 30, 2013**. Thank you for your attention to this matter.

Sincerely,



J. Owen Campbell