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2 **Attachment 14 to Form AT-105**
3

4 Requested temporary protective order:

5 Defendants are prohibited from selling, transferring, hypothecating, assigning, re-financing,
6 or making any other transaction affecting the ownership interest of the Defendants, or any of
7 them, either of the following real properties located in Los Angeles County:

8 **Property One:**

9 Address: [redacted], Lancaster, CA 93536;

10 Assessor's parcel number [redacted];

11 Legally described as:

12 [redacted].

13 **Property Two:**

14 Address: [redacted], Palmdale, CA 93551 ;

15 Assessor's parcel number [redacted];

16 Legally described as:

17 [redacted].
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2 **FIVE DECLARATIONS Subscribing Form AT-105**

3 **Declaration of Fernando Hernandez**

4 I declare under penalty of perjury under the laws of the State of California that the matters set
5 forth on Form AT-105, to which this Declaration is attached, are true and correct.

6 Signed at Lancaster, California on August ____, 2006

7 _____
8 Fernando Hernandez

9 **Declaration of Maria Hernandez**

10 I declare under penalty of perjury under the laws of the State of California that the matters set
11 forth on Form AT-105, to which this Declaration is attached, are true and correct.

12 Signed at Lancaster, California on August ____, 2006

13 _____
14 Maria Hernandez

15 **Declaration of Jose Lopez**

16 I declare under penalty of perjury under the laws of the State of California that the matters set
17 forth on Form AT-105, to which this Declaration is attached, are true and correct.

18 Signed at Lancaster, California on August ____, 2006

19 _____
20 Jose Lopez

21 **Declaration of Dolores Lopez**

22 I declare under penalty of perjury under the laws of the State of California that the matters set
23 forth on Form AT-105, to which this Declaration is attached, are true and correct.

24 Signed at Lancaster, California on August ____, 2006

25 _____
26 Dolores Lopez

Declaration of Angela Garcia

I declare under penalty of perjury under the laws of the State of California that the matters set
forth on Form AT-105, to which this Declaration is attached, are true and correct.

Signed at Lancaster, California on August ____, 2006

Angela Garcia

1
2 Law Offices of Marrienne Humphries
3 [redacted]
4 [redacted]

5 Attorney for all Plaintiffs

6 **SUPERIOR COURT OF CALIFORNIA**
7 **COUNTY OF LOS ANGELES**

8 **NORTH DISTRICT, ANTELOPE VALLEY COURTHOUSE–UNLIMITED**
9

10 Fernando Hernandez, et al

11 Plaintiffs

12 vs.

13 Jean White, et al

14 Defendants

Case Number: [redacted]
Dept.: [redacted]
Judge: [redacted]
Trial Date: [redacted]

15 **MEMORANDUM OF POINTS AND**
16 **AUTHORITIES IN SUPPORT OF APPLICATION**
17 **FOR EX PARTE ISSUANCE OF A RIGHT TO**
18 **ATTACH ORDER AND WRIT OF ATTACHMENT,**
19 **OR, IN THE ALTERNATIVE, A TEMPORARY**
20 **PROTECTIVE ORDER; AFFIDAVITS OF**
21 **PLAINTIFFS AND PLAINTIFFS’ ATTORNEY IN**
22 **SUPPORT; DECLARATION AS TO WHY**
23 **DEFENDANTS WERE NOT GIVEN EX PARTE**
24 **NOTICE**

Hearing Date: _____
Hearing Time: _____
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25 **1. Introduction**

26 As set forth in detail in the First Amended Complaint, as supported by the verification thereof by each of the Plaintiffs, and as additionally supported by three affidavits, each of which is attached hereto: (a) the Joint Affidavit of Fernando Hernandez, and Maria Hernandez (hereinafter the “HERNANDEZ AFFIDAVIT”), (b) the Joint Affidavit of Jose

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2 Lopez and Dolores Lopez (hereinafter the “LOPEZ AFFIDAVIT”), and (c) the Affidavit of
3 Angela Garcia (hereinafter the “GARCIA AFFIDAVIT”), the Plaintiffs have each been
4 victimized by organized real estate crime.

5
6 As supported by the HERNANDEZ AFFIDAVIT, ¶3, Plaintiffs Fernando Hernandez
7 (hereinafter “FERNANDO”) and his wife, Maria Hernandez (hereinafter “MARIA”) were
8 victimized by a mortgage fraud, wherein Defendants contracted to refinance the mortgage on
9 Plaintiffs’ home (hereinafter the “SUNSHINE PROPERTY”) from approximately \$65,000 to
10 \$75,000, but in fact, and without Plaintiffs’ knowledge or authorization, refinanced it to
11 \$115,028. Rather than paying the additional (unauthorized) loan proceeds to FERNANDO
12 and MARIA, who are the rightful owners thereof, and are currently making the mortgage
13 payments thereon, Defendants stole \$29,090 of the loan proceeds which comprises grand
14 larceny. Also, the larger loan amount increased the loan costs by \$5,660. Combining these
15 two amounts, FERNANDO and MARIA’S actual damages are no less than \$34,750.

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17 As supported by the LOPEZ AFFIDAVIT, ¶3, Plaintiffs Jose Lopez (hereinafter
18 “JOSE”) and Dolores Lopez (hereinafter “DOLORES”), were victimized by grand larceny of
19 real property, wherein Defendants contracted to refinance the mortgage on Plaintiffs’ home
20 (hereinafter the “BLUEBIRD PROPERTY”). Instead, Defendants stole the BLUEBIRD
21 PROPERTY and then sold it for approximately \$275,000, keeping the proceeds of the sale
22 for themselves. Approximately \$99,000 had been owned on the BLUEBIRD PROPERTY
23 mortgage, which means JOSE and DOLORES’S actual damages are no less than \$176,000.

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25 As supported by the GARCIA AFFIDAVIT, ¶3, Plaintiff Angela Garcia (hereinafter
26 “ANGELA”) and her former husband were also victimized by grand larceny of real property,

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2 wherein Defendants first contracted to refinance the mortgage on ANGELA's home
3 (hereinafter the "AVENUE S-19 PROPERTY"), and Defendants second contracted to sell
4 the AVENUE S-19 PROPERTY. Instead, Defendants stole the AVENUE S-19 PROPERTY
5 and then sold it for approximately \$240,000, keeping the proceeds of the sale for themselves.
6 Approximately \$80,000 had been owned on the AVENUE S-19 PROPERTY mortgage,
7 leaving an equity balance of \$160,000. Defendants also stole \$8,000 worth of equipment
8 from the garage on said property. Combining these two amounts, ANGELA'S actual
9 damages are no less than \$168,000.

10
11 Given the despicable conduct of the Defendants in perpetrating these real property
12 crimes, there can be little doubt that they will take any action they can conceive of to evade
13 an adverse judgment by this Court. Therefore, to protect such judgment, Plaintiffs seek two
14 Writs of Attachment to secure liens against real property owned by Defendants. The sum of
15 the three amounts owed (\$34,750, \$176,000, and \$168,000) is \$378,750. Adding costs of
16 \$600 and attorney fees of \$15,000, the total amount sought to be attached is **\$394,350**.

17 The original Complaint was filed on April 12, 2006, to ensure it was within statutes
18 of limitations. However, Plaintiffs have not yet served the Summons and Complaint on the
19 Defendants. In the interim, Plaintiffs have conducted an investigation for purposes of
20 identifying property for the Writs of Attachment, and have also amended the Complaint,
21 primarily to reflect new information revealed in the investigation. Plaintiffs desire to record
22 the writs of attachment against Defendants' property, and then have the Sheriff serve the
23 Summons and Complaint (both original and amended) together with the Writs of Attachment
24 on the Defendants.

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2 **2. Statutory Burden on Plaintiff**

3 The Code of Civil Procedure imposes the burden on Plaintiff to establish each the
4 following:

5 (1) The claim upon which the attachment is based is one upon
6 which an attachment may be issued.

7 (2) The plaintiff has established the probable validity of the claim
8 upon which the attachment is based.

9 (3) The attachment is not sought for a purpose other than the
10 recovery on the claim upon which the attachment is based.

11 (4) The amount to be secured by the attachment is greater than zero.

12 [CCP 484.090(a)]

13 Items (1), (2) and (3) are respectively covered in the following three sections. Item
14 (4) is trivially established because the amount claimed is **\$394,350**.

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16 **3. Facts Support a Writ of Attachment**

17 Statutory authority for a writ of attachment arises from the Code of Civil Procedure,
18 which provides three requirements:

19 ...an attachment may be issued only in an action on a
20 [FIRST REQUIREMENT:] claim or claims for money, each of which
21 is

22 [SECOND REQUIREMENT:] based upon a contract, express or
23 implied, where the

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2 [THIRD REQUIREMENT:] total amount of the claim or claims is a
3 fixed or readily ascertainable amount not less than five hundred
4 dollars (\$500) exclusive of costs, interest, and attorney's fees.

5 [CCP 483.010(a), emphasis and line breaks added]

6 The FIRST REQUIREMENT is met because, as supported by the three Affidavits of
7 the Plaintiffs, ¶3 in each, the claim herein is for money. The SECOND REQUIREMENT is
8 met because, as supported by the three Affidavits of the Plaintiffs, ¶3 in each, the action
9 arises from express contracts. The THIRD REQUIREMENT is met because, as supported by
10 the three Affidavits of the Plaintiffs, ¶3 in each, the amount of the claim is readily
11 ascertainable as **\$394,350**.

12 This establishes Item (1) of Plaintiffs' burden of proof [CCP 484.090(a)(1)].

13
14 **4. Plaintiff Clearly Establishes the Probable Validity of the**
15 **Underlying Claim**

16 The statutory standard of "probable validity" in an attachment action is given by the
17 Code of Civil Procedure:

18 A claim has "probable validity" where it is more likely than not that
19 the plaintiff will obtain a judgment against the defendant on that
20 claim.

21 [CCP 481.190]

22 Existence of a contract is established as set forth herein above.
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2 Plaintiffs are likely to prevail in the First Cause of Action for Breach of Contract,
3 including all four Counts therein, because, in each instance, Defendants failed utterly to
4 perform on a contract and instead criminally absconded with money or real property.

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6 Plaintiffs are likely to prevail in the Second Cause of Action for Breach of Fiduciary
7 Duty, including all three Counts therein, because, in each instance, Defendants knowingly
8 accepted the confidence and trust reposed by Plaintiffs, but egregiously breached said trust
9 by criminally absconding with money or real property.

10 Plaintiffs are likely to prevail in the Third Cause of Action for Conversion, including
11 all three Counts therein, because, in each instance, Defendants knowingly and maliciously
12 engaged in criminal acts to deprive Plaintiffs of their money or real property.

13 Plaintiffs are likely to prevail in the Fourth Cause of Action for Fraud, including all
14 three Counts therein, because, in each instance, Defendants made misrepresentations to
15 Plaintiffs, and concealed things from Plaintiffs, for the purpose of inducing Plaintiffs to
16 execute documents without knowing that such executions were to their severe detriment and
17 would result in Defendants criminally absconding with money or real property.
18

19 Plaintiffs are likely to prevail in the Fifth Cause of Action for Conspiracy to Defraud,
20 including all three Counts therein, because, in each instance, Defendants knowingly acted in
21 concert with one another to perpetrate, and did perpetrat,e said fraud.

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23 Plaintiffs are likely to prevail in the Sixth Cause of Action for Intentional Infliction of
24 Emotional Distress, including all three Counts therein, because, in each instance, Defendants’
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2 malicious, despicable, criminal acts resulted in extreme emotional distress to Plaintiffs,
3 including forcing them to move out of their homes.

4 This establishes Item (2) of Plaintiffs' burden of proof [CCP 484.090(a)(2)].
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6 **5. No Other Purpose than Recovery of the Claim**

7 As set forth in the three Affidavits of the Plaintiffs, ¶4 in each, "The writs of
8 attachment requested in this action are not sought for any purpose other than the recovery on
9 the claim upon which the attachment is based."
10

11 This establishes Item (3) of Plaintiffs' burden of proof [CCP 484.090(a)(3)].

12 **6. The Facts of the Case Support Ex Parte Issuance of a** 13 **Writ of Attachment.**

14 The statutory requirement for ex parte issuance of a writ of attachment is given by
15 Chapter 5 of Title 6.5 of the Code of Civil Procedure:
16

17 (a) Except as otherwise provided by statute, no right to attach order
18 or writ of attachment may be issued pursuant to this chapter unless it
19 appears from facts shown by affidavit that great or irreparable injury
20 would result to the plaintiff if issuance of the order were delayed until
21 the matter could be heard on notice.

22 (b) The requirement of subdivision (a) is satisfied if any of the
23 following are shown:

24 (1) Under the circumstances of the case, it may be inferred that
25 there is a danger that the property sought to be attached would be
26 concealed, substantially impaired in value, or otherwise made

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2 unavailable to levy if issuance of the order were delayed until the
3 matter could be heard on notice.

4 ...

5 (5) Any other circumstance showing that great or irreparable injury
6 would result to the plaintiff if issuance of the order were delayed until
7 the matter could be heard on notice.

8 [CCP 485.010, emphasis added]

9 The “great or irreparable injury” requirement is supported by each of the three
10 Affidavits of the Plaintiffs, ¶5 in each, and rests on the fraudulent and criminal conduct of
11 Defendants indicating they are likely to be experienced at being sued for their frauds and are
12 therefore likely to be skillful at concealing, and likely would conceal, their assets prior to a
13 noticed hearing, rendering a money judgment subsequently obtained non-collectible.

14 “Exceptions to the noticed hearing requirement [in an attachment
15 proceeding] were permissible only in ‘exceptional’ cases where a
16 creditor could show great or irreparable injury because the debtor may
17 abscond or conceal the assets.” Hobbs v. Weiss (4th Dist. 1999) 73
18 Cal.App.4th 76@79 [86 Cal.Rptr.2d 146]

19 **7. The Facts of the Case Support Ex Parte Hearing without** 20 **Notifying Defendant, Pursuant to CRC Rule 379(a)(3).**

21 CRC Rule 379 requires that ex parte notice be given by 10:00 a.m. the day before, but
22 provides the following exception:

23 (a)(3) that, for reasons specified, the applicant should not be required
24 to inform the opposing party.

25 [CRC Rule 379]

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2 Such reasons are specified in the Declaration as to Why Defendants Were Not
3 Informed of Ex Parte, which is attached hereto.

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5 Furthermore, the law provides levying a the writ of attachment *even before notifying*
6 *the defendant of the lawsuit* (i.e. before serving the summons and complaint), as is common
7 practice in the Los Angeles County Sheriff's Department:

8 (c) If a copy of the summons and complaint has not previously been
9 served on the defendant, the instructions to the levying officer shall
10 instruct the levying officer to make the service at the same time the
11 levying officer serves the defendant with a copy of the writ of
12 attachment.

13 [CCP 488.020.]

14 **8. The Facts of the Case Support Issuance of a Temporary** 15 **Protective Order**

16 In the alternative to a writ of attachment, Plaintiffs request a temporary protective
17 order ("TPO"), the statutory requirement for which are given by Chapter 6 of Title 6.5 of the
18 Code of Civil Procedure:

19 (b) The application shall state what relief is requested and shall be
20 supported by an affidavit, which may be based on information and
21 belief, showing that the plaintiff would suffer great or irreparable
22 injury (within the meaning of Section 485.010) if the temporary
23 protective order were not issued.

24 [CCP 486.010.]

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2 The statutory requirements under CCP 486.010 have been set forth herein above in
3 connection with the ex parte issuance of a writ of attachment under CCP 485.010.

4 **9. Subject Real Property**

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6 As supported by the Affidavit of Marrienne Humphries, ¶¶3-7, Defendant Jean
7 White, is the sole owner of two parcels of real property located in Los Angeles County
8 (hereinafter the “LEFTON PROPERTY” and the “17TH STREET PROPERTY”
9 respectively), described as follows:

10 **LEFTON PROPERTY:**

11 Address: [redacted], Lancaster, CA 93536;

12 Assessor’s parcel number [redacted];

13 Legally described as:

14 [redacted].

15 **17TH STREET PROPERTY:**

16 Address: [redacted], Palmdale, CA 93551 ;

17 Assessor’s parcel number [redacted];

18 Legally described as:

19 [redacted].

20 As supported by the Affidavit of Marrienne Humphries, ¶¶8, neither of said two
21 properties has sufficient equity to cover the requested attachment amount of \$394,350. But
22 the combined equity values in the LEFTON PROPERTY and the 17TH STREET
23 PROPERTY is approximately \$558,000.

24 Plaintiffs therefore request two Writs of Attachment, splitting the \$394,350 amount
25 equally between them as follows: a first Writ of Attachment as to the LEFTON PROPERTY

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2 in the amount of \$197,175, and a second Writ of Attachment as to the 17TH STREET
3 PROPERTY in the amount of \$197,175.

4 In the alternative, Plaintiffs request a TPO prohibiting defendants from selling,
5 transferring, hypothecating, assigning, re-financing, or making any other transaction
6 affecting the ownership interest of the Defendants, or any of them, either in the LEFTON
7 PROPERTY or in the 17TH STREET PROPERTY.
8

9 **10. Conclusion**

10 Plaintiffs' claim is one upon which a writ of attachment may issue, and Plaintiffs
11 have established the probable validity of their claim. Plaintiffs' claim is also one upon which
12 a temporary protective order may be issued.
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14 Based upon the foregoing, Plaintiffs respectfully request that the Court issue the
15 Right to Attach Order and two Writs of Attachment, or, in the alternative, a Temporary
16 Protective Order.
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18 Dated: _____

Marrienne Humphries

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21 Attorney for all Plaintiffs
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Joint Affidavit of Fernando Hernandez and Maria Hernandez

5 We, Fernando Hernandez, and Maria Hernandez, jointly declare as follows:

- 6 1. The following is based on our own personal knowledge, and if called to testify, we each
7 could, and would, testify competently thereto.
- 8 2. We are each Plaintiffs in the above-captioned action and are married to each other.
- 9 3. As set forth in detail in the First Amended Complaint, which we have each verified under
10 penalty of perjury, we contracted with Defendant Jean White, (hereinafter "JEAN")
11 to refinance the mortgage on our home, located at [redacted], Palmdale, CA 93550
12 (referred to in the First Amended Complaint as the "SUNSHINE PROPERTY") from
13 approximately \$65,000 to \$75,000. However, without our knowledge or
14 authorization, JEAN refinanced it to \$115,028. Rather than paying the additional
15 (unauthorized) loan proceeds to us, of which we are the rightful owners, the
16 Defendants stole \$29,090 of our loan proceeds. Also, the larger loan amount
17 increased the loan costs by \$5,660. Combining these two amounts, our actual
18 damages are no less than \$34,750.
- 19 4. The writs of attachment requested in this action are not sought for any purpose other than
20 the recovery on the claim upon which the attachment is based.
- 21 5. Due to the Defendants' fraudulent and criminal conduct, we believe that, upon being
22 served with the Summons and Complaint in this lawsuit, they are extremely likely to
23 take quick, evasive actions to conceal or transfer their assets so as to evade the money
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judgment we are likely to obtain in this matter. Such evasive action would cause us great and irreparable injury by making the judgement uncollectable.

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

Executed at Lancaster, California on August ____, 2006.

Fernando Hernandez

Maria Hernandez

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2 **Joint Affidavit of**
3 **Jose Lopez and Dolores Lopez**
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5 We, Jose Lopez and Dolores Lopez, jointly declare as follows:

- 6 1. The following is based on our own personal knowledge, and if called to testify, we each
7 could, and would, testify competently thereto.
- 8 2. We are each Plaintiffs in the above-captioned action. We were formerly married to each
9 other, but are now separated.
- 10 3. As set forth in detail in the First Amended Complaint, which we have each verified under
11 penalty of perjury, we contracted with Defendant Jean White, (hereinafter "JEAN")
12 to refinance the mortgage on our home located at [redacted], Palmdale, CA 93552
13 (hereinafter the "BLUEBIRD PROPERTY"). We were told by JEAN that signing a
14 Grant Deed was necessary for accomplishing the refinance. She took advantage of
15 our ignorance of property law, as we did not understand that a grant deed is for
16 property like a pink slip is for an automobile. Consequently, the Defendants stole the
17 BLUEBIRD PROPERTY from us, and then they sold it for approximately \$275,000,
18 keeping the proceeds of the sale for themselves. Approximately \$99,000 had been
19 owned by us on the BLUEBIRD PROPERTY mortgage, which means our actual
20 damages are no less than \$176,000..
- 21 4. The writs of attachment requested in this action are not sought for any purpose other than
22 the recovery on the claim upon which the attachment is based.
- 23 5. Due to the Defendants' fraudulent and criminal conduct, we believe that, upon being
24 served with the Summons and Complaint in this lawsuit, they are extremely likely to

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take quick, evasive actions to conceal or transfer their assets so as to evade the money judgment we are likely to obtain in this matter. Such evasive action would cause us great and irreparable injury by making the judgement uncollectable.

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

Executed at Lancaster, California on August ____, 2006.

Jose Lopez

Dolores Lopez

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2 **Affidavit of Angela Garcia**

3 I, Angela Garcia declare as follows:

4 6. The following is based on my own personal knowledge, and if called to testify, I each
5 could, and would, testify competently thereto.

6 7. I am a Plaintiff in the above-captioned action. I was formerly married to Oscar Banos
7 (hereinafter "OSCAR") but we are now separated. OSCAR should properly be a
8 Plaintiff in this action, but unfortunately neither I nor attorney Marianne
9 Humphries have been able to contact him. His phone number is now disconnected.
10 At such time as I am able to reach OSCAR, I intend to invite him to join us herein as
11 a Plaintiff.

12 8. As set forth in detail in the First Amended Complaint, which I have verified under
13 penalty of perjury, OSCAR and I first contracted with Defendant Jean White,
14 (hereinafter "JEAN") to refinance the mortgage on our home located at [redacted],
15 Palmdale, California 93552. (hereinafter "AVENUE S-19 PROPERTY"), and we
16 second contracted with JEAN to sell said property. JEAN was always in a hurry and
17 never gave us copies of anything, despite our repeated demands for copies. At one
18 point in this process, JEAN told us to meet her at an In-N-Out Burger and pressured
19 us to sign a large stack of papers that, unbeknownst to us, included a Grant Deed.
20 She explained that what we were signing was for the legitimate purposes of
21 refinancing the AVENUE S-19 PROPERTY. Consequently, the Defendants stole the
22 AVENUE S-19 PROPERTY from OSCAR and me, and then they sold it for
23 approximately \$240,000, keeping the proceeds of the sale for themselves.
24 Approximately \$80,000 had been owned by us on the AVENUE S-19 PROPERTY

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2 mortgage, leaving an equity balance of \$160,000. Defendants also stole \$8,000 worth
3 of equipment from the garage on said property. Combining these two amounts, my
4 actual damages are no less than \$168,000.

5 9. The writs of attachment requested in this action are not sought for any purpose other than
6 the recovery on the claim upon which the attachment is based.

7 10. Due to the Defendants' fraudulent and criminal conduct, we believe that, upon being
8 served with the Summons and Complaint in this lawsuit, they are extremely likely to
9 take quick, evasive actions to conceal or transfer their assets so as to evade the money
10 judgment we are likely to obtain in this matter. Such evasive action would cause us
11 great and irreparable injury by making the judgement uncollectable.

12 We each declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed at Lancaster, California on August ____, 2006.

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Angela Garcia
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2 **Affidavit of Marrienne Humphries**

3 I, Marrienne Humphries, declare as follows:

4 11. The following is based on my own personal knowledge and if called to testify, I could,
5 and would, testify competently thereto.

6 12. I am the attorney for all the Plaintiffs in the above-captioned action.

7 13. In June, 2006, I retained the services of [redacted] Attorney Investigations (hereinafter
8 “INVESTIGATOR”), for the purposes of identifying assets of the Defendants. On
9 July 30, 2006, INVESTIGATOR reported back to me that Defendant Jean White,
10 (hereinafter “JEAN”) is the sole owner of each of the following two parcels of real
11 property: (a) the real property located at [redacted], Lancaster, CA 93536 (hereinafter
12 the “LEFTON PROPERTY”), and (b) the real property located at [redacted],
13 Palmdale, CA 93551 (hereinafter the “17TH STREET PROPERTY”).

14 14. As to the LEFTON PROPERTY, INVESTIGATOR reported that its Assessor’s Parcel
15 Number (“APN”) is [redacted], that is has a first trust deed of approximately
16 \$150,000 recorded against it, that is has a second trust deed of approximately \$37,000
17 recorded against it, and that its current market value is approximately \$263,000.
18 Thus, the current equity in the LEFTON PROPERTY is approximately \$263,000.

19 15. As to the 17TH STREET PROPERTY, INVESTIGATOR reported that its APN is
20 [redacted], that is has a first trust deed of approximately \$555,000 recorded against it,
21 that is has a second trust deed of approximately \$150,000 recorded against it, and that
22 its current market value is approximately \$1,000,000. Thus, the current equity in the
23 17TH STREET PROPERTY is approximately \$295,000.

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2 16. I obtained from a title company a copy of a grant deed to the LEFTON PROPERTY,
3 which is attached hereto as **Exhibit A**, showing APN [redacted] and that it was
4 conveyed to “[JEAN].” Said deed gives the legal description of the LEFTON
5 PROPERTY as:

6 [redacted].

7
8 17. I obtained from a title company a copy of a grant deed to the 17TH STREET
9 PROPERTY, which is attached hereto as **Exhibit B**, conveying numerous parcels, of
10 which “Parcel 14A” is identified with APN [redacted]. On 08/08/2006, my assistant
11 telephoned the Los Angeles County Assessor’s Office and was informed that the
12 address of the parcel identified by APN [redacted] is, in fact, the address set forth
13 herein above for the 17TH STREET PROPERTY, and that it is currently owned by
14 “[JEAN].” Said deed gives the legal description of the LEFTON PROPERTY (Parcel
15 14A therein) as:

16 [redacted].

17 18. Neither of said two properties has sufficient equity to cover the requested attachment
18 amount of \$394,350. But the combined equity values in the LEFTON PROPERTY
19 and the 17TH STREET PROPERTY is approximately \$558,000. Thus, Plaintiffs will
20 ask for two Writs of Attachment, splitting the amount equally between each of said
21 two properties, with a \$197,175 attachment against each.

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

Executed at Los Angeles on August ____, 2006.

Marriane Humphries

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Exhibit A
Grant Deed to the LEFTON PROPERTY

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Exhibit B
Grant Deed to the 17TH STREET PROPERTY

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Declaration as to Why Defendants Were Not Given Ex Parte Notice

I, Marianne Humphries, am the attorney for all the Plaintiffs in the above-captioned action. The facts of the case indicate fraudulent and criminal conduct the Defendants. My clients and I are concerned that, once notified of this lawsuit, the Defendants are extremely likely to take quick, evasive actions to conceal or transfer their assets so as to evade a money judgment. Such notice could be given to them either by serving the Summons and Complaint, or by telephoning them to inform them of the ex parte attachment hearing. The latter would provide them with nearly 24 hours, during which trusts and other fictitious entities can be created, accomplices can be engaged, and deeds can be executed and recorded.

The alleged serious criminal conduct of the Defendants in this matter suggests the strong possibility of such evasive behavior, particularly if they are aware that we are requesting a Writ of Attachment against real property. I believe I would have done my clients a disservice by informing the Defendants of this lawsuit or this exparte before attaching their real property. Therefore, I have not yet served either the original or first amended Summons and Complaint, nor, pursuant to Rules of Court 379(a)(3), have I informed them of this ex parte.

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

Dated: _____

Marianne Humphries