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FILED

NOV - 8 2010

UNITED STATES
BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

Self-Represented Litigant

6 **IN THE UNITED STATES BANKRUPTCY COURT**
7 **FOR THE DISTRICT OF ARIZONA**

8 **ANDREW C. BAILEY**
9 **Plaintiff.**

Chapter 11
BK Case #: 2:09-bk-06979-PHX-RTBP
AP Case #: 2:09-ap-01728-SSC

10 V.

11 THE BANK OF NEW YORK MELLON, as
12 trustee of the CWALT, INC.
13 ALTERNATIVE LOAN TRUST 2007-HY4
14 MORTGAGE PASS-THROUGH
15 CERTIFICATES, SERIES 2007-HY4; BAC
16 HOME LOANS SERVICING, LP F/K/A
17 COUNTRYWIDE HOME LOANS
18 SERVICING, LP; COUNTRYWIDE
19 BANK, FSB; MORTGAGE ELECTRONIC
20 REGISTRATIONS SYSTEMS INC; AND
21 JOHN DOES 1-10 inclusive,
22 **Defendant/s.**

**PLAINTIFF'S DECLARATION IN
SUPPORT OF FOURTH AMENDED
COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF.**

**Re: Real Property located at:
2560 N. Page Springs Rd,
Cornville, AZ 86325**

23 COMES NOW the Debtor/Plaintiff, Andrew C. Bailey, and hereby submits Plaintiff's
24 Declaration in Support of his Fourth Amended Complaint for Declaratory and Injunctive
25 Relief as set forth below:

1 1. As this Court is well aware, the systemic mortgage and foreclosure fraud committed by
2 these very Defendants is all over the news. The victims of these crimes are millions of
3 American homeowners, including the Plaintiff, and millions of investors worldwide, in
4 mortgage backed securities.

5
6 2. To cite just one example, the CEO of Defendant COUNTRYWIDE, Angelo Mozilo,
7 recently agreed to pay an amount in excess of \$67,000,000 to avoid trial in open court and
8 to conceal the immensity of the fraud committed by his company under his leadership.
9 Defendant BANK of AMERICA has agreed to pay some \$45,000,000 of Mr. Mozilo's fine.
10 Criminal suits are pending against both companies. Defendant MERS has been discredited
11 nationwide and is subject to multiple class action suits for, *inter alia*, defrauding county
12 recorders nationwide of billions in filing fees. Defendant US BANK as "trustee" for
13 numerous mortgage-backed security trusts is subject to numerous lawsuits challenging,
14 *inter alia*, its standing and its right to bring foreclosure actions in the name of the
15 certificateholders in the "trusts" it purports to represent.

16
17 3. The fraud committed by the Defendants extends well beyond the mere "robo-signing" of
18 foreclosure documents, to include, *inter alia*, the fabrication and filing of false documents
19 and affidavits, as close scrutiny of the documents submitted by Defendants in the instant
20 matter will reveal. This Court has accepted such false affidavits on the presumption of
21 honesty and due diligence on the part of the Defendants and their employees. It has become
22 clear that such presumption is not warranted in numerous cases, including this one. These
23 issues of material fact are set forth in the 4th Amended Complaint.

24
25 4. Plaintiff has objected to the materially altered version of the Note submitted by

1 Defendants as evidence of their alleged standing. The altered Note was material to this
2 court's granting of relief from the Automatic Stay.

3
4 5. The breaks in the chain of title illustrated in Plaintiff's 4th Amended Complaint mean that
5 none of the Defendants has any right of foreclosure, sale, seizure or possession of Plaintiff's
6 property.

7
8 6. Plaintiff continues to act in *propria persona*, as is his right, despite the ridicule liberally
9 laid on by Defendants' counsel, and despite diligent efforts on the part of Plaintiff. It has
10 proven impossible for Plaintiff to obtain representation in the absence of an estimated
11 \$50,000 - \$120,000 in legal fees. There is no such thing as equal representation under the
12 law for self-represented litigants without substantial money.

13
14 7. Plaintiff refers this Court to Neil F. Garfield's Expert Witness Declaration in support of
15 his position. (2:09-ap-01728-SSC at Doc # 9 Ex.C.) Plaintiff has been told by the
16 Honorable Redfield T. Baum that Dr. Garfield's analysis is "flat wrong", i.e. 100%
17 incorrect. Respectfully, however, it is increasingly clear from countless lawsuits,
18 Congressional hearings and news reports that Dr. Garfield's position has significant merit.
19 It is quite possibly 100% correct. Even if only partially correct, the Expert Declaration has
20 significant bearing on the instant case.

21
22 8. Plaintiff has raised genuine issues of material fact. He has been asking for nothing more
23 than constitutionally guaranteed due process rights to discovery and an evidentiary hearing.
24 These rights have been denied to date. The causes of action upon which relief can be
25 granted and the relief sought are summarized below.

1
2 9. Three of Plaintiff's four properties have been foreclosed and sold to date. If the subject
3 property is taken by these Defendants, Plaintiff and his partner will become homeless and
4 indigent senior citizens. The events in this proceeding have already resulted in the utter
5 destruction of their businesses and the total loss of the investment of their life's savings.
6

7 10. Plaintiff believes the Defendants are collectively a corrupt organization that
8 intentionally colluded in defrauding millions of homeowners and millions of investors in
9 Mortgage Backed Securities. Plaintiff is one small victim of a huge crime. The parameters
10 of this vast crime become clearer by the day. Each new lawsuit and news report supports
11 Plaintiff's position, a position which has been ridiculed by Defendants' counsel and
12 essentially ignored by the Bankruptcy Court.
13

14 11. Should this Court grant the Defendants' motion to dismiss his 4th amended complaint, a
15 serious miscarriage of justice will have occurred.
16

17 12. Wherefore, Plaintiff re-alleges and re-asserts each and every claim and cause of action
18 in his 4th Amended Complaint as well as those alleged throughout the pendency of this
19 adversary proceeding, including all of his previous complaints which have been subject to
20 dismissal.
21

22 13. Defendants allege that Plaintiff has failed to state a claim upon which relief can be
23 granted. To the contrary, Plaintiff has stated and properly pled the following nine claims
24 and allegations in his petition to this Court for Declaratory and Injunctive Relief, and has
25 prayed to this Court as set forth below:

1
2 **Summary of Plaintiff's 4th Amended Complaint and Relief Sought**

3
4 First Allegation

5 The assignment by Countrywide Bank, FSB to Countrywide Home Loans, Inc, purported to
6 have been executed by Laurie Meder, is fraudulent, invalid and defective.

7 Prayer for Relief

8 That the assignment by Countrywide Bank, FSB to Countrywide Home Loans, Inc,
9 purported to have been executed by Laurie Meder be declared to be invalid.

10
11 Second Allegation

12 The assignment in blank by Countrywide Home Loans, Inc, purported to have been
13 executed by Michele Sjolander is fraudulent, invalid and defective.

14 Prayer for Relief

15 That the assignment in blank by Countrywide Home Loans, Inc, purported to have been
16 executed by Michele Sjolander be declared to be invalid.

17
18 Third Allegation

19 The substitution of trustee to Recontrust, purported to have been executed by MERS is
20 fraudulent, invalid and defective.

21 Prayer for Relief

22 That the substitution of trustee to Recontrust, purported to have been executed by MERS be
23 declared to be invalid.

24
25 Fourth Allegation

1 That any and all documents executed by Recontrust in this matter are fraudulent, invalid
2 and defective.

3 Prayer for Relief

4 That any and all documents executed by Recontrust in this matter be declared to be invalid.
5

6 Fifth Allegation

7 That all funds paid by, or on behalf of, the Plaintiff were not properly accounted for and
8 applied.

9 Prayer for Relief

10 That all funds paid by, or on behalf of, the Plaintiff be properly accounted for and applied;
11 or the funds be returned to the Plaintiff.

12 Sixth Allegation

13 That the Defendants have no claim or standing whatsoever in the Plaintiff's bankruptcy due
14 their failure to demonstrate any interest in the Note and Deed of Trust submitted in this
15 matter.
16

17 Prayer for Relief

18 That the Defendants be declared to have no claim or standing whatsoever in the Plaintiff's
19 bankruptcy due their failure to demonstrate any interest in the Note and Deed of Trust
20 submitted in this matter.
21

22 Seventh Allegation

23 The Note is unsecured as listed in Plaintiff's Amended Schedules, and should be treated as
24 an unsecured claim.

25 Prayer for Relief

1 In the alternative, if the Court declines to eliminate Defendant's claim altogether, that the
2 Note be determined to be unsecured as listed in Plaintiff's Amended Schedules, and be
3 treated as an unsecured claim.
4

5 Eighth Allegation

6 The Defendants should be enjoined as set forth in this complaint.
7

8 Prayer for Relief

9 For an order requiring Defendants to show cause why they should not be enjoined as set
10 forth in this complaint.
11

12 Ninth Allegation

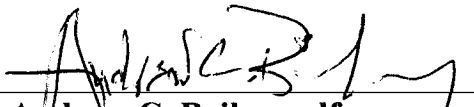
13 The Plaintiff has the right to a temporary restraining order as set forth in Plaintiff's petition
14 for injunctive relief.

15 Prayer for Relief

16 For a temporary restraining order as set forth in Plaintiff's petition for injunctive relief.
17

18 Plaintiff respectfully and specifically requests that this Court allow discovery and an
19 evidentiary hearing in this matter.
20

21 RESPECTFULLY SUBMITTED this 4th day of October, 2010.
22

23
24 By 
25 **Andrew C. Bailey, self-represented Plaintiff**

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COPY of the foregoing served via email
this 4th day of November, 2010, upon:

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