



# County of Santa Cruz

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## OFFICE OF THE COUNTY COUNSEL

701 OCEAN STREET, SUITE 505, SANTA CRUZ, CA 950604068  
(831) 4543040 FAX: (831) 454-2115

DWIGHT L. HERR, COUNTY COUNSEL

CHIEF ASSISTANTS

Deborah Steen

Samuel Torres, Jr.

### Assistants

Harry A. Oberhelman III

Marie Costa

Jane M. Scott

Rahn Garcia

Tamya Rice

Pamela Fyfe

Ellen Aldridge

Kim Baskett

Lee Gulliver

Dana McRae

## GOVERNMENT TORT CLAIM

### RECOMMENDED ACTION

Agenda January 11, 2000

To: Board of Supervisors

Re: Claim of Michael and Shelly Ioane, and Paradise Solutions, a Trust, No. 900-056D

Original document and associated materials are on file at the Clerk to the Board of Supervisors.

In regard to the above-referenced claim, this is to recommend that the Board take the following action:

- Michael and Shelly Ioane, and Paradise Solutions, a Trust, No. 900-056D
- X 1. Deny the claim of Solutions, a Trust, No. 900-056D and refer to County Counsel.
2. Deny the application to file a late claim on behalf of \_\_\_\_\_ and refer to County Counsel.
3. Grant the application to file a late claim on behalf of \_\_\_\_\_ and refer to County Counsel.
4. Approve the claim of \_\_\_\_\_ in the amount of \_\_\_\_\_ and reject the balance, if any, and refer to County Counsel.
5. Reject the claim of \_\_\_\_\_ as insufficiently filed and refer to County Counsel.

cc: Mark Tracy, Sheriff-Coroner

### RISK MANAGEMENT

By Janet McKinley

### COUNTY COUNSEL

By Samuel Torres Jr.

900-056D

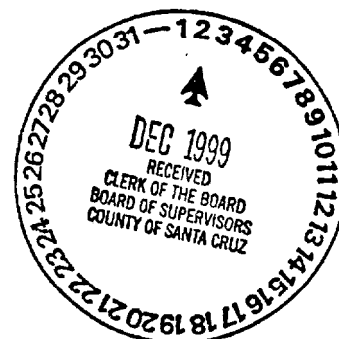
0132

Ray W. Sowards SBN # 139952  
Attorney at Law  
1 771 Landess Avenue  
Milpitas, CA 95035  
P: (408) 262-8723  
F: (408) 262-3402

SANTA CRUZ COUNTY CLAIMS

GOVERNMENT CODE 900. ET AL

CLERK OF THE BOARD OF SUPERVISORS



1. MICHAEL AND SHELLY IOANE,  
2. AND PARADISE SOLUTIONS, a Trust,  
3. Plaintiffs,

No. 900-056

FIRST RACKETEERING STATEMENT

4. VS.

5. COUNTY OF SANTA CLARA; SANTA

6. CLARA COUNTY SHERIFF'S DEPT;

Officer DANNY AULMAN, in his personal

and official capacity; DEPUTY WATSON,

in her personal and official capacity; BANK

OF AMERICA NATIONAL TRUST &

SAVINGS ASSOCIATION,

7. BANK UNITED, a Texas

8. Corporation; BA PROPERTIES, a Delaware

9. Corporation; SECURITY PACIFIC

NATIONAL BANK; COMMERCE

SECURITY BANK; NORWEST

0133

1 MORTGAGE; ROBERT P. PERRY,  
2 President of the Federal Reserve Board, San  
3 Francisco;COUNTY OF SANTA CRUZ,;;  
4  
5 10. SANTA CRUZ COUNTY SHERIFF'S  
6 DEPT.;  
7  
8 11. CITY OF CAPITOLA ; CITY OF  
9  
10 12. CAPITOLA POLICE DEPT  
11  
12 13. ALLSTATE  
13  
14 14. INSURANCE COMPANY; FARMERS  
15  
16 15. INSURANCE COMPANY; CHICAGO  
17  
18 TITLE;  
19  
20 16. CONTINENTAL LAYWERS TITLE;  
21  
22 17. AMERICAN TITLE; EQUITABLE DEED  
23  
24 18. COMPANY; LONE STAR MORTGAGE  
25  
26 19. SERVICE; GUTIERREZ AND  
ASSOCIATES;  
20. JOHN YEH, J. SHELDON CAPELOTO,  
WILL  
21. CARRILLO and DOES 1 through 20,  
inclusive,  
Defendants,

RICO CASE STATEMENT

1 The alleged unlawful conduct is in violation of 18 U.S.C. **1962 (a), (b), (c), and**  
2 **(d).**

3  
4 The defendants and their alleged misconduct are as follows: SANTA CLARA  
5 COUNTY SHERIFF LAURIE SMITH, DEPUTY SHERIFF DANNY AULMAN, DEPUTY  
6 SHERIFF WATSON, BANK OF AMERICA NATIONAL TRUST & SAVINGS  
7 ASSOCIATION, BANK UNITED OF TEXAS FSB, BA PROPERTIES, ROBERT P. PERRY,  
8 SANTA CRUZ COUNTY SHERIFF MARK, CHIEF OF POLICE OF THE CITY OF  
9 CAPITOLA, EQUITABLE DEED COMPANY, LONE STAR MORTGAGE, JOHN YEH,  
10 SHELDON CAPELOTO, and WILL CARRILLO.  
11

12 Each and every defendant is responsible individually and severally and is fully  
13 detailed as follows:  
14

15 Plaintiffs Michael loane and Shelly loane are the owners in fee, and were in  
16 possession and control of, real property and improvements located at Shoquel Grant  
17 215 Lot 37 1668.03. This Private Land Claim is dated March 19, 1860 and includes **all**  
18 of lot 8, in Block 7, as shown and designated on a certain map entitled, "Capitola  
19 Subdivision No. 6, Santa Cruz County, California, Sheet No. 3". This map was filed and  
20 recorded on May 13, 1992, in Map Book 18, page 36, in the office of the recorder of  
21 Santa Cruz County, California. This parcel is also known as the Blue **Gum property.**  
22

23 Paradise Solutions was the holder in due course of a mortgage to Mr Alvarez on  
24 the Blue Gum property. Mr. Alvarez defaulted and Paradise Solutions foreclosed in  
25 September, 1997.  
26

27 Paradise Solutions notified Bank United, f.k.a. Not-west Mortgage, to advise them  
28 that Paradise Solutions was the new owner of the Blue Gum Property and to advise  
29 them of certain accounting errors made in regards to said property. Specifically, that

1 there was in fact no debt owed on the property, Bank United refused to cooperate in  
2 resolving this matter

3 Plaintiff has been in possession of the Blue Gum property continually and without  
4 interruption since 1997. Plaintiff has continually paid property taxes and otherwise  
5 improved and developed the property.  
6

7 On or about August 23, 1988, Plaintiff secured an equity line of credit, through  
8 Bank of America, in the amount of \$92,000.00. If used, this line of credit would have  
9 been a second mortgage, secured by the Elton property. However, Plaintiff never used  
10 this line of credit.  
11

12 On or about October 2, 1989, Plaintiff did secure a second mortgage against the  
13 Elton property, through Bank of America, in the amount of \$134,000.00. The intention  
14 of this mortgage was to eliminate all junior loans. Specifically, the \$92,000.00 loan was  
15 eliminated/paid. (although never used)  
16

17 In spite of the mortgage executed on October 2, 1989, Bank of America declined  
18 to execute a re-conveyance of the \$92,000.00 equity line. Later, in 1990, Plaintiff  
19 secured a new first mortgage against the Elton property, through American First, in the  
20 amount of \$227,000.00. This mortgage was to payoff the then current first mortgage  
21 from First National Bank in the amount of approximately \$100,000.00 and the second  
22 mortgage from Bank of America in the amount of \$134,000.00.  
23

24 In 1992, Plaintiff created another first mortgage against the Elton property,  
25 through Security Pacific National Bank, in the amount of \$234,000.00. This loan paid  
26 off the \$227,000.00 to American First. Then on or about February 20, 1992, the  
27 \$234,000.00 dollar loan was paid in full.  
28  
29

0136  
On or about February 1 , 1992, Security Pacific National Bank's loan officer verbally represented to Plaintiff that the bank had approved the loan to Plaintiff for the sum of \$234,000,00 in lawful money of the United States and at the annual interest rate of approximately 8%.

Security Pacific National Bank and its loan officer (unknown name) knew or should have known that the verbal statement that they would lend Plaintiff "lawful money of the United States" at an annual interest rate of approximately 8% was a false representation that was made recklessly and with deliberate and intentional disregard for the rights of Plaintiff.

Plaintiff has made the payment of principal and interest on the above totaling approximately \$400,000,00.

After the Plaintiff signed the mortgage on February 1, 1992, Security Pacific National Bank and (unknown loan officer) declined to lend Plaintiff lawful money of the United States for the full value of the loan. For the actual lawful money which the bank risked for the loan, estimated to be no more than 5% of the loan's face value, the bank charged an interest rate 20 times greater than authorized in the contract, and did this deliberately to the detriment and damage to the Plaintiff.

In carrying out their commitment to lend lawful money of the United States, the bank wrote a check for the sum of \$234,000,00. In writing this check, Security Pacific National Bank and (unknown loan officer) did deliberately enter a loan beyond its customer's deposits.

The entry was not backed by or redeemable in Federal Reserve Notes, coins or lawful money of the United States for their full face value.

1 Security Pacific National Bank and its officers used the U.S. Mails more than twice  
2 since the date of the loan to collect money on this debt.

3 The only consideration Security Pacific National Bank provided for this loan and its  
4 officers was a book entry for a "demand deposit" which the bank itself created. Security  
5 Pacific National Bank stamped its own check "Paid", a false representation, as the bank  
6 merely transferred some book entries and never intended to redeem this check in lawful  
7 money of the United States.

8 The Federal Reserve Bank President, Robert P. Parry, and the Board of Directors  
9 (names unknown) for this bank knew or should have known that Security Pacific  
10 National Bank made false representations to Plaintiff that they would loan lawful money,  
11 that the bank was charging interest on non-existent funds and the permitted transfer of  
12 book entries.

13 The Federal Reserve Bank President, Robert P. Parry, and the Board of Directors  
14 conspired to keep interest rates artificially high for contract credit. This is to create  
15 unemployment and to control, own and unlawfully possess over 27,000 foreclosed real  
16 properties each year in California

17 Bank of America's failure to extinguish the equity line of \$92,000, or to record any  
18 re-conveyance on said equity line and the subsequent foreclosure proceeding against  
19 plaintiff's property was fraudulent. Plaintiff filed a Rescission and Notice of Rescission  
20 of their contract with Bank of America for an equity line of credit in the amount of  
21 \$92,000, pursuant to California Civil Code 1688 and 1689. Plaintiff filed the same  
22 regarding Security Pacific National Bank's mortgage of \$234,000.00, in which Bank of  
23 America is claiming an ownership interest.

1 After this, a third party then filed a Release of Obligation for Plaintiff, pursuant to 0138  
2 California Civil Code 2941 (B)(3)(b). Bank of America and Security Pacific National  
3 Bank declined to object or otherwise respond or cross complain to Plaintiff's claim.  
4

5 On or about February 26, 1998, Plaintiff Michael loane filed for bankruptcy  
6 protection under Title 11 of the United States Code.

7 On or about July 22, 1998, Bank of America held an invalid foreclosure sale of  
8 the Elton property.

9 On or about March 18, 1999, BA Properties obtained a judgment for possession  
10 against Plaintiff to the Elton property. Although Plaintiff's are owners in fee of the Elton  
11 property, BA Properties used an unlawful detainer action to accomplish this unlawful  
12 a k i n g .  
13

14 Regardless of filing a Notice of Appeal, Bank of America and BA Properties  
15 attempted to post a Notice of Eviction on Plaintiffs Elton property, through its agent  
16 Santa Clara County Sheriff's Department.  
17

18 Plaintiff Shelly loane then filed for bankruptcy on March 30, 1999, case #99-  
19 52223-ASW-13. Consequently, the Elton and Blue Gum properties were protected  
20 again by an automatic stay.  
21

22 On or about April 3, 1999, two officers from the Santa Clara Sheriff's Office went  
23 to Bill and Joice Krull at 14813 Branham Lane, Plaintiff's rear neighbors, and requested  
24 to look at Plaintiff's property from their yard. The Krulls consented.  
25

26 Bank of America, BA Properties, and the Sheriff's Department of Santa Clara  
27 County were all aware of the automatic stay when they acted to seize Plaintiffs real and  
28 personal property on April 13, 1999 and April 30, 1999. Plaintiff corresponded several  
29 times with each Defendant previous to April, 1999, alerting them to the the bankruptcies



1 and appeals. In addition, Bank of America and BA Properties were directly involved  
2 parties in these suits. 0139

3 On April 13, 1999, the Santa Clara County Sheriff's Office executed the eviction  
4 against Plaintiff at the Elton property, without a proper court order granting relief from  
5 the bankruptcy stay of either Plaintiff. Sergeant Zienk, Danny Aulman, Deputy Watson  
6 and other unknown officers raided Plaintiff's home at approximately 1:30 P.M., using an  
7 unlawful detainer and writ of possession order.

8 Plaintiff Michael loane was forced from his home at gunpoint, and detained for  
9 approximately 3 hours in front of the Elton property.

10 Plaintiff Shelly loane was not home at 1:30, when the Sheriffs Department began  
11 executing the eviction. She arrived home at approximately 3:30 to find her property  
12 blockaded and swarming with officers from the Santa Clara office. Since the street was  
13 also barricaded, Plaintiff was forced to park her car approximately three hundred yards  
14 away from her property.

15 While Plaintiff Shelly loane was parking her car, Defendant Deputy Aulman under  
16 control, direction or supervision of Santa Clara County Sheriffs Department approached  
17 the vehicle and told Plaintiff to get out of her car. Plaintiff proceeded to back up her car  
18 slightly, so as to prevent blocking a neighbor's driveway. Defendant Aulman became  
19 enraged at this action and immediately lunged forward, partially into the car, He  
20 attempted to grab the car keys from the ignition, and then began to grab and fondle  
21 Plaintiff's breasts. Defendant Aulman also made grabbing movements towards  
22 Plaintiff's crotch.

23 Plaintiff began to scream, and pushed Defendant Aulman away. He responded  
24 to her rejection by opening the car door, and dragging Plaintiff from the vehicle. At this  
25

0140  
point, Deputy Watson arrived and took control of Plaintiff Shelly loane by holding her arm behind her back. Plaintiff demanded to know why she was being detained and attempted to explain that she had just been sexually assaulted by Defendant Aulman. When Defendant Aulman heard Plaintiff Shelly loane accusing him of sexual assault, he pushed Deputy Watson away and took Plaintiff to the other side of the car. When Plaintiff began screaming for help, Defendant Aulman twisted her arm behind her back and raised her off of the ground, while saying, "Well, maybe you'll shut up now."

Then Deputy Aulman handed Plaintiff Shelly loane back over to Deputy Watson, Deputy Watson asked, "What do I do with her?" Deputy Aulman responded, "Put her in the squad car and book her." Deputy Watson then asked, "What for?", to which she received no response, but shoved plaintiff in the squad car anyway. Despite witnessing the interaction between Plaintiff Shelly loane and Deputy Aulman, Deputy Watson still followed Deputy Aulman's request, and forced Plaintiff Shelly loane to sit in the squad car for approximately one half an hour after cuffing her. Plaintiff was never charged with a substantive crime, and instead was issued a ticket for "resisting arrest,"

Finally, Sergeant Zienk informed his officers that Plaintiff did have a bankruptcy stay, and since the officers did not have a court order overriding the stay, that their seizure of Plaintiff and her property was illegal. At this point, Plaintiff was released from the squad car. Plaintiff's keys to the home, which had been taken three hours previously, were returned to her and she was allowed to return to her property.

On or about April 26, 1999, two officers from the Santa Clara Sheriff's Department went to Bill and Joice Krull at 14813 Branham Lane, Plaintiff's rear neighbors, and once again requested to look over their back fence into Plaintiff's yard. They were allowed access to the Krull's back yard. This time, however, the officers

1 climbed the fence and entered Plaintiffs home. They were in Plaintiffs house for  
2 approximately 1.5 hours, as reported by the Krull's

3  
4 On April 30, 1999, the Sheriff's Department of Santa Clara and their agents,  
5 without Plaintiff's permission or consent, and over Plaintiff's objection, forcibly entered  
6 and took possession of the premises by entering the Elton property through the side  
7 fence gate and the front door to the residence. Once again, Defendants did not have an  
8 order granting relief from Plaintiff's bankruptcy stay or any other court order granting the  
9 entry and seizure of Plaintiff's land and property. In addition, Defendants failed to follow  
10 procedure by failing to post a Notice of Eviction on the premises previous to their entry,  
11

12 All defendants Bank of America, BA Properties, Guterrez & Associates,  
13 Equitable Deed Company, John Yeh, Santa Clara County Sheriff's Department, Sheriff  
14 Deputy Danny Aulman, Sheriff Deputy Watson and others between the dates of  
15 February 26, 1998, and April 30, 1999, communicated by the use of the telephone, mail,  
16 wire and in personal conversations, made an agreement to take the real and personal  
17 property of Plaintiffs' under color of authority and did so for the purpose of continuing a  
18 criminal enterprise. The goal of these communications was to deplete Plaintiffs of all  
19 their money and property so as to render them defenseless..  
20  
21

22 Plaintiff Michael loane was ordered by the Santa Clara County Sheriff's to open  
23 the front door or else the door would be knocked down. The Sergeant and deputy  
24 sheriffs present had their guns drawn and were equipped with a battery ram to knock  
25 down the door if necessary.  
26

27 Plaintiff Michael loane was arrested and hand cuffed. Plaintiff Shelly loane was  
28 ordered to leave the property while she was doing yard work in the back yard. Plaintiff  
29

1 Michael loane's employees were also searched, questioned and forced to leave the  
2 property.

0142

3 Defendants, and their agents then took possession of the property. Defendants  
4 changed locks to all of the doors, barred all of the windows and posted a Santa Clara  
5 Sheriff to guard the entrance to prevent plaintiffs reentry of the premises. The Santa  
6 Clara County Sheriff informed Plaintiffs that if they tried to re-claim their property, they  
7 would be placed under arrest.  
8

9 From the date of April 30, 1999, to the present, many items were taken from the  
10 Elton property, while this property was under possession of the Santa Clara Sheriff's  
11 Department. These items include but are not limited to cash, gold coins, computers,  
12 law books and clothing. The value of these goods is estimated at \$500,000.000.  
13

14 On May 6, 1999, Plaintiffs met with Sheriff Laurie Smith and informed her that  
15 they wished reentry to their residence, as it was taken unlawfully. Plaintiffs also  
16 informed the Sheriff' Laurie Smith that she had and was violating the Bankruptcy stay,  
17

18 On May 8, 1999, Plaintiffs were contacted by Captain Steve Cushing, of the  
19 Santa Clara Sheriff's Department, who stated that Plaintiffs would be arrested if they  
20 attempted to reclaim their property.  
21

22 Several times during May and June 1999, Plaintiff was allowed access to the  
23 Elton property to obtain personal goods. Each time Plaintiff was forcibly removed for  
24 refusing to vacate the premises.  
25

26 Bank United initiated an unlawful detainer action against Plaintiff regarding the  
27 Blue Gum property in Santa Cruz Superior Court, absent relief from Plaintiff's  
28 bankruptcy stay.  
29

0143  
On June 15, 1999, Bank United through its agents, the Santa Cruz Sheriffs Department, took the Blue Gum property through force and the threat of violence and are currently holding same with the threat of violence, through their agents the City of Capitola Police Department.

Bank United continued with the foreclosure of the Blue Gum property even though they had actual knowledge of our fee ownership and a bankruptcy stay and ultimately sold it to themselves on August 19, 1999, for approximately \$275,000.

Defendants Bank United, Loan Star Mortgage Services, Capitola Police Department, Santa Cruz County Sheriff Mark Tracy, J. Sheldon Capeloto, Will Carrillo and others between the dates of February 26, 1998, and June 15, 1999, made an agreement to violate Plaintiff's rights under the Fair Debt Collection Practices Act, provisions of 11 U.S.C Section 362, and provisions of 11 U.S.C. Section 1301 to take Plaintiff's real and personal property under color of authority for the purpose of depleting Plaintiffs of all their money and assets,

In spite of the material fact that the Santa Cruz action was removed to Federal court and then dismissed by Judge Wiessbrodt without remand, the State court then issued an alleged valid writ of possession for the Blue Gum property, in favor of Bank United.

The purpose of the due process violation was to deplete Plaintiff of all their money and property and to further an on-going criminal enterprise.

The Unlawful Detainer action against the Elton property, case # DC 98- 368176, was filed in Santa Clara County Municipal Court. This case was subsequently dismissed without remand to the State court. In spite of the material fact that the Santa Clara

0144  
1 action was removed to Federal court and then dismissed by Judge Wiessbrodt absent  
2 remand, the State court issued an alleged valid writ of possession of the Elton property  
3 in favor of BA Properties.  
4

5 The state court has a limited jurisdiction of hearing cases where the alleged  
6 damages do not exceed \$25000.00. The real property for which the court in Capitola  
7 issued an alleged valid writ was valued at approximately \$450,000.00.

8 In regards to Santa Clara case # DC 98- 368176, (Elton property) the court  
9 issued their order without proper jurisdiction. The case had been removed to Federal  
10 court and was not remanded to the State court. In addition: Judge Kevin McKenney has  
11 a limited jurisdiction of hearing cases where the alleged damages do not exceed  
12 \$25,000.00. The real property for which the court issued an alleged valid writ was  
13 valued at approximately \$550,000.00.  
14  
15

16 In addition, Judge Andrea Bryan Lynn violated the rights of Shelly Olson, on June  
17 14, 1999. Specifically, Plaintiff was forced to appear in court for an alleged valid charge  
18 of resisting arrest. This charge stemmed from her resistance to Defendant Aulman's  
19 sexual assault on April 13, 1999. However, Plaintiff was never formally charged with an  
20 underlying offense and a ticket was never issued to her. Judge Andrea Bryan Lynn  
21 attempted to force Plaintiff to plead, despite the lack of a verified complaint against her  
22 and over Plaintiff's continued objections that she was entitled to see a valid verified  
23 complaint against her before answering.  
24

25 Judge Andrea Bryan Lynn and the other defendants herein made an agreement  
26 to bring a frivolous charge against Plaintiff Shelly Olson, a.k.a. Shelly loane, in order to  
27 cover-up the sexual assault perpetrated against her on April 13, 1999, by Defendant  
28 Aulman. The agreement was made over the telephone, fax, mail, by memo and in  
29

1 person. The agreement included an attempt to bring charges against Shelly Olson, 0745  
2 without regards for proper procedures, including a formal complaint and summons that  
3 protect Plaintiff's rights of due process. The conspirators mentioned above also agreed  
4 to deny Shelly Olson counsel of choice and agreed to threaten her with additional  
5 violence and sexual assault should she not cooperate.  
6

7 The purpose was to facilitate the current criminal enterprise of Defendants Bank  
8 of America, BA Properties, Federal Reserve President Robert P. Parry and others and  
9 to deplete the Plaintiff's of all their money and property.  
10

11 Judge James Grube issued an alleged valid order denying Plaintiff's right to file  
12 for bankruptcy. He then recused himself from Plaintiff's case, due to a "conflict." Judge  
13 James Grube then began a campaign of signing orders, absent all jurisdiction, in  
14 regards to Plaintiff. The bogus orders were used to take Plaintiff's real property and  
15 money under color of authority.  
16

17 In regards to Robert P. Parry, President of the Federal Reserve Board, San  
18 Francisco, he made an agreement with Defendants and all of them to violate the rights  
19 of Plaintiffs'. The agreement began in March of 1997 and continues through to the  
20 present. The agreement was entered for the purpose of stealing real property in  
21 California under color of law. In regards to Plaintiff, the purpose was to take all of  
22 Plaintiff's real and personal property. Defendants Bank United, Commerce Security  
23 Bank, Nor-west Mortgage, Bank of America, BA Properties, and Security Pacific National  
24 Bank all declined to disclose the true nature of the alleged valid loan, in violation of the  
25 Federal Truth In Lending Act.  
26  
27  
28  
29

1 Defendants Bank United, Commerce Security Bank, Norwest Mortgage, Bank of  
2 America, BA Properties, and Security Pacific National Bank all failed to issue a Federal  
3 Truth and Lending statement as required by Federal Law.

4  
5 All of the defendants violating 18 U.S.C. 1962(a) and the details thereof follow:

6 Defendant Bank of America received income derived, directly or indirectly, from  
7 the unlawful seizure of the Elton property on April 13 and 30, 1999, in that they directly  
8 took any profits made from the seizure. In addition, the above seizure was an attempt  
9 to avoid litigating the underlying dispute regarding the legitimacy of the foreclosure sale  
10 conducted by defendants against the Elton property on July 22, 1998.

11  
12 Defendants Bank United, J Sheldon Capeloto and Will Carrillo received income  
13 derived, directly or indirectly, from the unlawful seizure of plaintiff's property known as  
14 Blue Gum property on June 15, 1999, in that they directly took any profits made from  
15 the seizure. In addition, the above seizure was an attempt to avoid litigating the  
16 underlying dispute regarding the legitimacy of the foreclosure sale conducted by  
17 defendants against the Blue Gum property on August 19, 1998.

18  
19 Defendant BA Properties, Gutierrez & Associates and John Yeh received income  
20 derived, directly or indirectly, from the unlawful seizure of the Elton property on April 13  
21 and 30, 1999, in that they participated in the taking of the Elton property and are  
22 currently detaining the property for their own benefit and use. In addition, the above  
23 seizure was an attempt to avoid litigating the underlying dispute regarding the legitimacy  
24 of the foreclosure sale conducted by defendants against the Elton property on July 22,  
25 1998.

26  
27 The above income was ultimately derived from a pattern of racketeering activity  
28 by all Defendants on or about April 13 and 30, and June 15, 1999. Whereby on April 13  
29



0147  
and 30, 1999, Defendants Aulman and members of the Sheriff's Department of Santa Clara unlawfully entered Plaintiff's property at 1050 Elton Drive, San Jose, Santa Clara County and unlawfully seized Plaintiff's personal and real property through extortion, robbery, and assault. Whereby on June 15, 1999, the Sheriff's Department of Santa Cruz County, with a number of unknown officers, unlawfully entered the Blue Gum property and unlawfully seized Plaintiff's personal and real property through extortion and robbery.

The above income was ultimately derived from a pattern of racketeering activity by all Defendants, in that Bank of America and Robert P. Parry, the President of the Federal Reserve Bank, and the Board of Directors of Bank of America are all parties to the writing and processing of a check written by Security Pacific National Bank, All these parties are in collusion in using the U.S. Mails and Wire Services to collect on this unlawful debt in violation of 18 U.S.C. 1341 (mail fraud) and 18 U.S.C. 1343 (wire fraud), in that several collection notices, phone calls and other communications were made by Defendants to Plaintiff and each other, in spite of Plaintiff's notice to the above Defendants that the underlying practices of the Bank, in loaning money to Plaintiff, was fraudulent.

There is a threat that this pattern of racketeering will continue. In regards to the Elton property, Defendants have detained possession of the premises since April 30, 1999, by boarding up the premises and barring re-entry of Plaintiff through additional threats of force under color of law by the Sheriff's Department of Santa Clara County. In regards to the Blue Gum property, Defendants have detained possession of the premises since June 15, 1999, by force under color of law by the City Police of Capitola,

0148  
1 Defendant Bank of America is considered a principal of the actions of April 13  
2 and 30, 1999, by the Defendants Aulman and members of the Sheriff's Department of  
3 Santa Clara, John Yeh, Gutierrez & Associates within the meaning of Section 2, Title  
4 18, U.S.C. They are liable for the above unlawful acts, whereby Bank of America made  
5 the request to the Sheriff's department to unlawfully seize the Elton property from  
6 Plaintiff.  
7

8 Defendant BA Properties is considered a principal of the actions of April 13 and  
9 30, 1999, by the Defendants Aulman and members of the Sheriff's Department of Santa  
10 Clara, John Yeh and Gutierrez & Associates within the meaning of Section 2, Title 18,  
11 U.S.C. They are liable for the above unlawful acts, whereby BA Properties made the  
12 request to the Sheriff's office to unlawfully seize Plaintiff's property,  
13  
14

15 Defendant Bank United is a principal of the actions of June 15, 1999, by  
16 defendants Will Carrillo and Sheriff Mark Tracy of the Santa Cruz Sheriff's Department  
17 and Capitola Police within the meaning of Section 2, Title 18, U.S.C. They are liable for  
18 the above unlawful acts, whereby Bank United made the request to the Sheriffs  
19 department to unlawfully seize the Blue Gum property from Plaintiff and also made the  
20 request of the Capitola police to continually and unlawfully detain'same.  
21

22 Bank of America and BA Properties are operating enterprises engaged in and  
23 affecting interstate commerce by virtue of banking practices out of state and acquisition  
24 of buildings and properties sold and leased in interstate commerce.  
25

26 BA Properties is an operating enterprise engaged in and affecting interstate  
27 commerce by virtue of its banking practices out of state and acquisition of buildings and  
28 properties sold and leased in interstate commerce.  
29

0149  
1 Bank of America and BA Properties work together as part of a larger operating  
2 enterprise involved in interstate commerce, due to joint business in mortgages,  
3 foreclosures and other real estate transactions conducted through interstate commerce,  
4

5 Defendants Bank of America and BA Properties invested the income derived  
6 from the unlawful seizure of Plaintiff's personal and real property back into their own  
7 enterprises and also to further their joint enterprise. These acts were accomplished  
8 through the unlawful seizure of the Elton property, which included Plaintiff's business  
9 office, residence and other real property.  
10

11 Bank United invested the income derived from the unlawful seizure of Plaintiff's  
12 personal and real property back into its own enterprises. These acts were accomplished  
13 through the unlawful seizure of the Blue Gum property.  
14

15 All of the defendants violating 18 U.S.C. 1962(b) and the details thereof follow;

16 All Defendants employed a pattern of racketeering activity to force Plaintiff to  
17 surrender his real property and personal property held therein. Whereby on April 13  
18 and 30, 1999, Defendants Aulman and members of the Sheriff's Department of Santa  
19 Clara unlawfully entered the Elton property and unlawfully seized Plaintiff's personal  
20 and real property through extortion, robbery, and assault. Whereby on June 15, 1999,  
21 Sheriff's Department of Santa Cruz County entered the Blue Gum property and  
22 unlawfully seized Plaintiff's personal and real property through extortion and robbery.  
23 and a threat of violence and force. Whereby, on June 15, 1999, Will Carrillo  
24 participated with the Sheriff's Department of Santa Cruz in the above unlawful seizure  
25 and forcible detainer at the Blue Gum property and continues to participate with the City  
26 of Capitola Police Department in forcibly retaining possession from Plaintiff, whom he  
27 knows is the lawful owner in fee of said property. Whereby, since June 15, 1999, the  
28  
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City of Capitola Police Department has unlawfully detained the Blue Gum property through force and threats of violence.

Defendants Bank of America and BA Properties willfully caused members of the Sheriff's Department of Santa Clara County to enter and seize the Elton property, for the purpose of furthering and maintaining control of their own corporations and joint enterprise, whereby Bank of America and BA Properties made the request to the sheriff's office to unlawfully seize that property, an action they knew to be unlawful,

Therefore, Defendants Bank of America and BA Properties are considered principals of the actions of April 13 and 30, 1999, by the Defendants Aulman and members of the Sheriff's Department of Santa Clara within the meaning of Section 2, Title 18, U.S.C. 1962(b) and are liable for the above unlawful acts.

Defendant Bank United willfully caused the Sheriff of Santa Cruz County to -- unlawfully seize the Blue Gum property on June 15, 1999, and has willfully caused the Capitola Police to unlawfully detain the Blue Gum property since that date, for the purpose of furthering and maintaining control of their own corporation, whereby Bank United made the request to the Sheriff's office to unlawfully seize that property, and to the Capitola Police to detain the same premises, actions they knew to be unlawful.

Therefore, Defendant Bank United is considered a principal of the actions on and after June 15, 1999, by the Defendants Will Carrillo and Sheriff Mark Tracy of the Santa Cruz Sheriff's Office, members of the Capitola police and others within the meaning of Section 2, Title 18, U.S.C. 1962(b) and are liable for the above unlawful acts.

Defendant Sheriff's Department of Santa Clara willfully authorized the above unlawful seizure by their officers on April 13, 1999, and April 30, 1999, for the purpose

1 of aiding Bank of America and BA Properties to maintain control of their own  
2 corporations and joint enterprise.

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3 In addition to their own acts of knowingly authorizing an unlawful seizure of  
4 Plaintiff's property, Defendant Sheriff's Department of Santa Clara is considered 4  
5 principal actor under 18 U.S.C. 1962(b) Section 2. Therefore Defendant is liable for the  
6 actions of their officers on April 13 and 30, 1999, at Plaintiff's residence, including the  
7 illegal acts of robbery, assault and extortion performed by their officers,  
8

9 Defendant Sheriff's Department of Santa Cruz willfully authorized the above  
10 unlawful seizure by their officers on June 15, 1999, for the purpose of aiding Bank  
11 United to maintain control of its corporation.  
12

13 In addition to their own acts of knowingly authorizing an unlawful seizure of  
14 Plaintiff's property, Defendant Sheriff's Department of Santa Cruz is considered a  
15 principal actor under 18 U.S.C. 1962(b) Section 2. Therefore, Defendant is liable for the  
16 actions of their officers on June 15, 1999, at Plaintiff's residence, including the illegal  
17 acts of robbery and extortion performed by their officers,  
18

19 Defendant Gutierrez willfully authorized negotiated the unlawful agreement with  
20 Bank of America and BA Properties and authorized the behavior of their associate John  
21 Yeh, for the above unlawful for the purpose of aiding Bank United to maintain control of  
22 its corporation. In addition, Defendant is liable for the actions of John Yeh, as he is as  
23 employee of their corporation.  
24

25 Defendant John Yeh willfully signed a verified complaint for an unlawful detainer  
26 on behalf of BA Properties, absent authority to do so. Defendant's continual and  
27 knowing violations of Plaintiff's bankruptcy stay on the Elton property were conducted  
28  
29

1 for the purpose of aiding Bank of America and BA Properties to maintain control of their  
2 corporations, separately and together.

3 The Defendants' actions, each and all, are the actual and proximate cause of  
4 plaintiff's injuries, whereby the above actions would not have occurred if Bank of  
5 America, BA Properties and Bank United had not requested that the Sheriffs seize the  
6 Elton and Blue Gum properties, John Yeh and Gutierrez Associates had not filed an  
7 unlawful detainer knowing that such filing was improper, unlawful and an abuse of  
8 process pertaining to Plaintiff and the Blue Gum property, Sheriff's Department of Santa  
9 Clara and Sheriff's office of Santa Cruz had not authorized the seizures of said  
10 properties and defendant Aulman and members of the Sheriffs Department of Santa  
11 Clara, unknown members of the Santa Cruz county Sheriff's Department, Capitola City  
12 Police and Will Carrillo had not carried out the unlawful seizures of the Elton and Blue  
13 Gum properties.

14 All of the defendants violating 18 U.S.C. 1962(c) and the details thereof follow:  
15

16 Defendant Sheriff Aulman, was employed by or was associated with the  
17 enterprises Bank of America and BA Properties, in their separate and joint capacities,  
18 His actions on April 13 and 30, 1999, in seizing the Elton property and in participating in  
19 the robbery, assault and extortion of Plaintiff were necessary and helpful to the  
20 operation of the enterprises Bank of America and BA Properties, separately and  
21 together, in that Bank of America and BA Properties could not have seized plaintiffs  
22 property without the assistance of Defendant Aulman.

23 Defendant John Yeh, was employed by or was associated with the enterprises  
24 Bank of America and BA Properties, in their separate and joint capacities. His actions,  
25 of knowingly requesting the above unlawful seizure of the Elton property on April 13 and  
26

53  
1 30, 1999, were therefore necessary and helpful to the operation of the enterprises Bank  
2 of America and BA Properties, separately and together, in that Bank of America and BA  
3 Properties could not have seized Plaintiff's property without the assistance of Defendant  
4 Yeh.  
5

6 Defendant Sheriff's Department of Santa Clara was employed by or was  
7 associated with the enterprises Bank of America and BA Properties, in their separate  
8 and joint capacities. Defendant's actions on April 13 and 30, 1999, in ordering  
9 members of its department to unlawfully seize Plaintiff's property and business, were  
10 necessary and helpful to the operation of the enterprises Bank of America and BA  
11 Properties, separately and together, in that Bank of America and BA Properties could  
12 not have seized Plaintiff's property without the assistance and authority of Defendant's  
13 office.  
14  
15

16 Defendants Gutierrez & Associates and John Yeh were employed by or were:  
17 associated with the enterprises Bank of America and BA Properties, in their separate  
18 and joint capacities. Their actions of unlawfully filing an unlawful detainer action, and  
19 otherwise participating in the forcible detainer and seizure of Plaintiff's property and  
20 person were necessary and helpful to the operation of the enterprises Bank of America  
21 and BA Properties, separately and together, in that Bank of America and BA Properties  
22 could not have seized Plaintiff's property or person without the assistance of  
23 Defendants Gutierrez & Associates and John Yeh.  
24  
25

26 Defendant Bank of America was employed by or was associated with BA  
27 Properties in a larger joint enterprise. Defendant's actions requesting the unlawful  
28 seizure of the Elton property were necessary and helpful to the larger enterprise in that  
29

the Sheriff's Department of Santa Clara would not have seized Plaintiffs property without Defendant's request.

Defendant BA Properties was employed by or was associated with Bank of America in a larger joint enterprise. Defendant's actions requesting the unlawful seizure of Plaintiff's property were necessary and helpful to the larger enterprise in that the Sheriff's Department of Santa Clara would not have seized Plaintiff's property without Defendant's request.

Bank of America and BA Properties were working to benefit their separate corporations, and its members that authorized the unlawful seizure of Plaintiffs property are employed by each corporation

Defendant Sheriff Aulman conducted or participated either directly or indirectly, in the affairs of the above enterprises through a pattern of racketeering activity. On April 13 and 30, 1999 defendant Aulman participated in the unlawful seizure of the Elton property and Plaintiff's personal property held therein. In addition, Defendant entered Plaintiff's property and participated in the illegal acts of assault, robbery and extortion.

Defendant Sheriff's Department of Santa Clara conducted or participate; either directly or indirectly, in the affairs of the enterprise through a pattern of racketeering activity. The Defendants willfully caused and authorized members of its department to unlawfully enter and seize the Elton property and Plaintiff's personal property held therein.

In addition to their own acts of knowingly authorizing an unlawful seizure of Plaintiff's property, Defendant Sheriffs Department of Santa Clara is considered a principal actor under 18 U.S.C. 1962(c) Section 2. Therefore, Defendant is liable for the



1 actions of their officers on April 13 and 30, 1999, at the Elton property, including the  
2 illegal acts of robbery, assault and extortion performed by their officers,

3 Defendant Bank of America conducted or participated either directly or indirectly, in  
4 the affairs of the enterprise through a pattern of racketeering activity, through knowingly  
5 hiring the Sheriff's Department of Santa Clara to unlawfully seize the Elton property and  
6 Plaintiff's personal property held therein.

7  
8 In addition, Defendants Bank of America are considered principal actors under-18  
9 U.S.C. 1962(c) Section 2. Therefore, Defendant is liable for the actions of the officers  
10 on April 13 and 30, 1999, at the Elton property, including the illegal acts of robbery,  
11 assault and extortion performed by them.

12  
13 Defendant BA Properties conducted or participated either directly or indirectly, in  
14 the affairs of the enterprise through a pattern of racketeering activity, through knowingly  
15 hiring the Sheriff's Department of Santa Clara to unlawfully seize the Elton property and  
16 Plaintiff's personal property held therein.

17  
18 BA Properties is a principal actor under 18 U.S.C. 1962(c) Section 2. Therefore,  
19 they are liable for the actions of the officers on April 13 and 30, 1999, at the Elton  
20 property, including the illegal acts of robbery, assault and extortion performed by them.

21  
22 The above Defendants' actions affected interstate commerce in two ways. First,  
23 the unlawful seizure of Plaintiff's office at the Elton property, including files, books and  
24 other relevant materials, caused Plaintiff to lose thousands of dollars, and halted his  
25 ability to conduct his business for several months. Secondly, Bank of America and BA  
26 Properties took the profits from the unlawful seizure of the Elton property and invested it  
27 back into their own corporations, in their separate and joint capacities,  
28  
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1 The resulting economic and other injury to Plaintiff was the actual and proximate  
2 result of Defendants' actions before and on April 13 and 30, 1999, in that but for the  
3 Defendants' actions on April 13 and 30, 1999, the above unlawful acts would not have  
4 occurred.  
5

6 Defendant J. Sheldon Capeloto, was employed by or was associated with the  
7 enterprise Bank United, Defendant's actions pf orchestrating the foreclosure sale Of the  
8 Blue Gum property, drafting the unlawful detainer while Plaintiff was in bankruptcy, and  
9 ordering the seizure of the Blue Gum property were necessary and helpful to the  
10 operation of the enterprises Bank United, in that Bank United could not have seized  
11 Plaintiff's property without the assistance of Defendant J. Sheldon Capeloto.  
12

13 Defendant Will Carrillo, was employed by or was associated with the enterprise  
14 Bank United. His actions on and since June 15, 1999, in unlawfully drafting the unlawful  
15 detainer, seizing the Blue Gum property and Plaintiff's personal property therein were  
16 necessary and helpful to the operation of the enterprises Bank United, in that Bank  
17 United could not have seized or maintained possession of Plaintiff's property without the  
18 assistance of Defendant Will Carrillo  
19  
20

21 Defendant Sheriff's Department of Santa Cruz County, was employed by or was  
22 associated with the enterprise Bank United. The actions on June 15, 1999, of ordering  
23 members of its department to unlawfully seize Plaintiff's property and business, were  
24 necessary and helpful to the operation of the enterprise Bank United, in that Bank  
25 United could not have seized the Blue Gum without the assistance and authorization Of  
26 Defendant Sheriff's Department of Santa Cruz County.  
27

28 Defendant City of Capitola Police Department, was employed by or was associated  
29 with the enterprise Bank United. Defendant's actions on and after June 15, 1999, in

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ordering members of its department to unlawfully detain Plaintiff's property and business, were necessary and helpful to the operation of the enterprise Bank United, in that Bank United could not have seized and retained the Blue Gum property without the assistance and authority of Defendant City of Capitola Police Department.

Defendant Will Carrillo conducted or participated either directly or indirectly, in the affairs of the above enterprises through a pattern of racketeering activity. On June 15, 1999, Defendant Will Carrillo participated in the unlawful seizure of Plaintiff's real property and personal property held therein and is still participating in the willful and unlawful detaining of the Blue Gum property. In addition, Defendant entered the Blue Gum property and participated in the illegal acts of robbery, extortion, forcible entry and forcible detainer.

Defendant J. Sheldon Capeloto conducted or participated either directly or indirectly, in the affairs of the above enterprises through a pattern of racketeering activity. Defendant willfully orchestrated the unlawful seizure of Blue Gum property and Plaintiff's personal property therein.

Defendant Sheriff's Department of Santa Cruz conducted or participated either directly or indirectly, in the affairs of the enterprise through a pattern of racketeering activity. The Defendant willfully caused and authorized members of its department to unlawfully enter and seize the Blue Gum property and Plaintiff's personal property [herein.

Defendant City of Capitola Police Department conducted or participated either directly or indirectly, in the affairs of the enterprise through a pattern of racketeering activity. The Defendant willfully caused and authorized members of its department to

1 unlawfully enter and seize the Blue Gum property and also to forcibly detain Plaintiff  
2 from the Blue Gum property and Plaintiff's personal property held therein.

3 In addition to their own acts of knowingly authorizing an unlawful seizure of  
4 Plaintiff's property, the City of Capitola Police Department is considered a principal actor  
5 under 18 U.S.C. 1962(c) Section 2. Therefore, Defendant is liable for the actions of  
6 their officers on June 15, 1999, at the Blue Gum property, including the illegal acts of  
7 robbery, extortion forcible entry and forcible detainer.  
8

9 Defendant Bank United conducted or participated either directly or indirectly, in the  
10 affairs of the enterprise through a pattern of racketeering activity, through knowingly-  
11 hiring the Sheriff's Department of Santa Cruz to unlawfully seize Plaintiffs real and  
12 personal property using force and violence.  
13

14 In addition, defendant Bank United is considered a principal actor under 18 U.S.C.,  
15 1962(c) Section 2. Therefore, Defendant is liable for the actions of the officers on June  
16 15, 1999 at the Blue Gum property, including the illegal acts of robbery and extortion  
17 performed by them.  
18

19 These actions affected interstate commerce in two ways. First, the unlawful  
20 seizure of Plaintiff's rental units at the Blue Gum property caused Plaintiff to lose  
21 thousands of dollars in rentals, and continues to prevent him from renting the property.  
22 Secondly, Bank United took the profits from the unlawful seizure of the Blue Gum  
23 property and invested it back into its own corporation.  
24

25 The resulting economic and other injury to Plaintiff was the actual and proximate  
26 result of Defendants' actions on June 15, 1999, in that but for the Defendants' actions  
27 on June 15, 1999, the above unlawful acts would not have occurred.  
28

29 All of the defendants violating 18 U.S.C. 1962(d) and the details thereof follow:

1 Plaintiff Michael loane's business is an operating enterprise engaged In and \_\_\_  
2 affecting interstate commerce by virtue of seminars conducted out of state and other  
3 business transactions that are carried out through interstate commerce. 0159

4  
5 Defendants Bank of America, BA Properties and the Sheriff's Department of  
6 Santa Clara, Gutierrez & Associates and John Yeh made an agreement to participate ill  
7 the affairs of an enterprise that affected interstate commerce through a pattern of  
8 racketeering activity. In March and April 1999, they agreed to participate in the affairs of  
9 the enterprises of Bank of America and BA Properties, in their separate and joint  
10 capacities. This was accomplished by planning the unlawful seizure of the Elton  
11 property and Plaintiff's personal property held therein, which was ultimately  
12 accomplished through robbery, assault and extortion.  
13

14  
15 These actions affected interstate commerce in two ways. First, the unlawful  
16 seizure of Plaintiff's office at the Elton property, including files, books and other relevant  
17 materials, caused Plaintiff to lose thousands of dollars, and halted his ability to conduct  
18 his business for several months. Secondly, Bank of America and BA Properties took  
19 the profits from the unlawful seizure of the Elton property and invested it back into their  
20 own corporations, in their separate and joint capacities.  
21

22 Defendants deliberately joined or became a member of the agreement, through  
23 the unlawful seizure of Plaintiff's land and business, regardless of Defendants'  
24 knowledge that the purpose of the agreement was to affect interstate commerce.  
25 Specifically, this plan was acted upon on April 13 and 30, 1999, when Defendant?  
26 agreed to seize the Elton property, Plaintiff's business and Plaintiffs personal prperty  
27 held therein, knowing that a bankruptcy stay was in place and that resulting seizure was  
28 unlawful and that the use of an unlawful detainer order to evict the owner in fee of real  
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1 property was an unlawful act. Additionally, Defendants had knowledge that legal title  
2 was vested in the name of Plaintiff and that BA Properties had no evidence of a right or  
3 interest in the Elton property.  
4

5 Defendants Bank of America, BA Properties and the Sheriff's Department of  
6 Santa Clara, Gutierrez & Associates, John Yeh and the County of Santa Clara agreed  
7 that someone, not necessarily the Defendant, would commit at least two of the  
8 racketeering acts, including robbery and extortion, in the unlawful seizure of the Elton  
9 property, Plaintiff's business and Plaintiff's personal property held therein.  
10

11 The resulting injury to Plaintiff was the actual and proximate result of Defendants  
12 actions before, on, and after April 13 and 30, 1999, in that but for the Defendants'  
13 actions before, on, and after April 13 and 30, 1999, the above unlawful acts and injury to  
14 Plaintiff would not have occurred.  
15

16 Defendants Bank United, J. Sheldon Capaleto, Will Carrillo, Sheriff's Department  
17 Santa Cruz, and Capitola City Police made an agreement to participate in the affairs of  
18 an enterprise that affected interstate commerce through a pattern of racketeering  
19 activity. Before, on and after June 15, 1999, Defendants agreed to participate in the  
20 affairs of the enterprise of Bank United. This was accomplished by planning the  
21 unlawful seizure of the Blue Gum property and Plaintiff's personal property held therein,  
22 which was ultimately accomplished through robbery, extortion, forcible entry and forcible  
23 detainer.  
24  
25

26 These actions affected interstate commerce in two ways. First, the unlawful  
27 seizure of Plaintiff's rental units at the Blue Gum property caused Plaintiff to lose  
28 thousands of dollars in rentals, and continues to prevent him from renting the property,  
29

1 Secondly, Bank United took the profits from the unlawful seizure of the Blue Gum  
2 property and invested it back into its own corporation.

3 Defendants deliberately joined or became a member of agreement, through the  
4 unlawful seizure of Plaintiff's land and business, regardless of Defendants' knowledge  
5 that the purpose of the agreement was to affect interstate commerce. Specifically, this  
6 plan was acted upon on June 15 and 16, 1999, and continues through today, in that  
7 Defendants agreed to seize the Blue Gum property, knowing that a bankruptcy stay was  
8 in place and that resulting seizure was unlawful and that the use of an unlawful detainer  
9 order to evict the owner in fee of real property was an unlawful act. Additionally,  
10 Defendant had knowledge that legal title was vested in the name of Plaintiff and that  
11 Defendants had no evidence of a right or interest in that property.

12 Defendants Bank United, J. Sheldon Capaleto, Will Carrillo, Sheriff's Department  
13 Santa Cruz, and Capitola City Police agreed that someone, not necessarily the  
14 Defendant, would commit at least two of the racketeering acts, including robbery and  
15 extortion, in the unlawful seizure of the Blue Gum property and Plaintiff's business and  
16 personal property held therein.

17 Additional facts and participants not yet named as defendants contributing to the  
18 pattern of racketeering are as follows:

19 Enid Dodough, agent for Equitable Deed Company, is a wrongdoer in that he  
20 participated in the unlawful foreclosure of the Elton Court property by agreeing to  
21 prepare, mail and file an improvident Notice of Default in the amount of \$234,000.00.  
22 Said default was filed without any evidence of debt. This wrongdoer furthered his  
23 participation by failing to correct his error after being made aware of the mistake, He  
24

1 did this knowing that there was no assignment of the Deed of Trust from Security Pacific  
2 National Bank to Bank of America.

3 Kim Kaufman, agent for Equitable Deed Company, is a wrongdoer in that she  
4 participated in the unlawful foreclosure of the Elton Court property by agreeing to  
5 prepare, mail and file an improvident Notice of Default in the amount of \$92,000.00.  
6 Said default was filed without any evidence of debt.  
7

8 Edward Ariniega, agent for Equitable Deed Company, is a wrongdoer in that he  
9 participated in the unlawful foreclosure of the Elton Court property by agreeing to  
10 prepare, mail and file an improvident Notice of Default in the amount of \$234,000.00,  
11 Said default was filed without any evidence of debt. This wrongdoer further completed  
12 the trustee's sale on August 5, 1998 by recording a fraudulent trustee's deed.  
13

14 Captain Cushing, agent for Santa Clara Sheriff's Department, is a wrongdoer in  
15 that he has known for more than a year the information herein detailed and has  
16 purposely ignored it. This wrongdoer knew from the plaintiff's personally that we were  
17 in bankruptcy and violated the stay anyway. He then made an agreement to proceed  
18 with an unlawful eviction.  
19

20 Sergeant Lindley Zienk, agent for Santa Clara County Sheriff's Department, is a  
21 wrongdoer in that he has known for more than a year the information herein detailed  
22 and has purposely ignored it. This wrongdoer knew from the plaintiffs personally that  
23 we were in bankruptcy and violated the stay anyway. He then made an agreement to  
24 proceed with an unlawful eviction. Further, he was the officer-in-charge on April 13,  
25 1999 and April 30, 1999 to effect the eviction. On April 13, 1999, after taking  
26 possession of the property illegally, he maintain possession for an additionally 3 hours  
27  
28  
29



1 before returning the keys and possession. He acted on April 30, 1999 to evict the  
2 plaintiffs without a relief from stay order from the Court.

3 Sergeant Pedro Contreras, agent for Santa Clara County Sheriff's Department, is  
4 a wrongdoer in that he worked in internal affairs after April 13, 1999 and before April  
5 30, 1999. Regardless of being advised of all the facts, he made an agreement with  
6 Captain Steve Cushing and Sheriff Laurie Smith and others to cover-up the true facts,

7 Deputy Ken Nelson, agent for Santa Clara County Sheriff's Department, is a  
8 wrongdoer in that he worked in internal affairs after April 13, 1999 and before April 30,  
9 1999. Regardless of being advised of all the facts, he made an agreement with Captain  
10 Steve Cushing and Sheriff Laurie Smith and others to cover-up the true facts. Further,  
11 he also on or about November 4, 1999 began a campaign of terror by threatening our  
12 previous neighbors at the Elton property that if they testified they would "regret it." He  
13 further advised the neighbors that he was going to "get Shelly loane."

14 Sergeant Hirokawa, agent for Santa Clara County Sheriff's Department, is a  
15 wrongdoer in that he worked in internal affairs after April 13, 1999 and before April 30,  
16 1999. Regardless of being advised of all the facts, he made an agreement with Captain  
17 Steve Cushing and Sheriff Laurie Smith and others to cover-up the true facts.

18 Sergeant Perry E. Badge #1428, agent for Santa Clara County Sheriff's  
19 Department, is a wrongdoer in that he came back to our home on June 26, 1999 after  
20 plaintiff's were granted possession to retrieve personal property. He came with Deputy  
21 Sheriff D. Lara Badge #1641, Deputy Sheriff C. Chilton Badge #1598, and others with  
22 guns drawn in a threatening manner and physically forced us to leave our home. There  
23 was no order, complaint or cause to harass us.  
24  
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26  
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1 Deputy Sheriff D. Lara Badge #1641, agent for Santa Clara County Sheriffs  
2 Department, is a wrongdoer in that he came back to our home on June 26, 1999 after  
3 plaintiff's were granted possession to retrieve personal property. He came with Deputy  
4 Sergeant Perry E. Badge #1428, Deputy Sheriff C. Chilton Badge #1598, and others  
5 with guns drawn in a threatening manner and physically forced us to leave our home.  
6 There was no order, complaint or cause to harass us.  
7

8 Deputy Sheriff C. Chilton Badge #1598, agent for Santa Clara County Sheriff's  
9 Department, is a wrongdoer in that he came back to our home on June 26, 1999 after  
10 plaintiff's were granted possession to retrieve personal property. He came with Deputy  
11 Sergeant Perry E. Badge #1428, Deputy Sheriff D. Lara Badge #1641, and others with  
12 guns drawn in a threatening manner and physically forced us to leave our home. There  
13 was no order, complaint or cause to harass us.  
14  
15

16 Deputy District Attorney Tony Piazza, agent for Santa Clara District Attorney  
17 Office, is a wrongdoer in that he assisted Judge Andrea Bryan Lynn and Deputy Danny  
18 Aulman and others in the attempt to prosecute Shelly loane for resisting arrest without  
19 an underlying criminal act, or complaint. All the forgoing is for the purpose of covering-  
20 up the sexual assault of Shelly loane by Deputy Danny Aulman.  
21

22 Deputy District Attorney Michael Lee, agent for Santa Clara District Attorney  
23 Office, is a wrongdoer in that he assisted Judge Andrea Bryan Lynn and Deputy Danny  
24 Aulman and others in the attempt to prosecute Shelly loane for resisting arrest without  
25 an underlying criminal act, or complaint. All the forgoing is for the purpose of covering-  
26 up the sexual assault of Shelly loane by Deputy Danny Aulman.  
27

28 County Counsel names unknown, agent for Santa Clara County, is a wrongdoer  
29 in that they knew for more than a year the information herein detailed and have

1 purposely ignored it. These wrongdoers knew from the plaintiff's personally that we  
2 were in bankruptcy and they violated the stay anyway. They then made an agreement  
3 to proceed with an unlawful eviction. They assisted Judge Andrea Bryan Lynn and  
4 Deputy Danny Aulman and others in the attempt to prosecute Shelly loane for resisting  
5 arrest without an underlying criminal act, or complaint. All the forgoing is for the  
6 purpose of covering-up the sexual assault of Shelly loane by Deputy Danny Aulman.  
7 Plaintiff's have been advised repeatedly that by Captain Steve Cushing that he was  
8 receiving orders from County Counsel and George Kennedy.  
9

10  
11 Unknown Deputy District Attorneys, agent for Santa Clara County District  
12 Attorneys Office, is a wrongdoer in that they knew for more than a year the information  
13 herein detailed and have purposely ignored it. These wrongdoers knew from the  
14 plaintiff's personally that we were in bankruptcy and they violated the stay anyway.  
15 They then made an agreement to proceed with an unlawful eviction. They assisted.  
16 Judge Andrea Bryan Lynn and Deputy Danny Aulman and others in the attempt to  
17 prosecute Shelly loane for resisting arrest without an underlying criminal act, or  
18 complaint. All the forgoing is for the purpose of covering-up the sexual assault of Shelly  
19 loane by Deputy Danny Aulman. Plaintiff's have been advised repeatedly that by  
20 Captain Steve Cushing that he was receiving orders from County Counsel and George  
21 Kennedy.  
22  
23

24 Attorney Donald Buckley is a wrongdoer in that he has been aware of and  
25 assisted and instructed all activities of this criminal enterprise. He is in-house counsel  
26 for Bank of America has has participated in each and every incident herein mentioned.  
27 He actively planned and executed the criminal activities. Additionally, he has filed a  
28 number of fraudulent documents in state and federal court. He alleged in Bankruptcy  
29

1 Court falsely a claim in the Security Pacific National Bank loan. He has no assignment  
2 of Deed of Trust or Promissory Note. Donald Buckley made an agreement with superior  
3 court Judge William Martin to issue bogus orders against plaintiffs so that Defendant  
4 Bank of America could steal our real property. The same agreement was made with  
5 Judge Socrates Manukian, Judge Kevin McKenney, and Judge James Grube. All  
6 judges knew or should have known that no assignment existed that would grant Bank of  
7 America a claim against our real property. The alleged foreclosure was false and part  
8 of the racketeering ring designed to steal real property from plaintiffs and the public at  
9 large.  
10  
11

12 Roger White, Clerk of the United States Bankruptcy Court for the Northern  
13 District of California, is a wrongdoer in that he knew for more than a year the information  
14 herein detailed and has purposely ignored it. This wrongdoer knew from the plaintiff's  
15 personally that we were in bankruptcy and they violated the stay anyway. He then,  
16 made an agreement to proceed with an unlawful eviction. He assisted Judge Andrea  
17 Bryan Lynn and Deputy Danny Aulman and others in the attempt to prosecute Shelly  
18 loane for resisting arrest without an underlying criminal act, or complaint. All the  
19 forgoing is for the purpose of covering-up the sexual assault of Shelly loane by Deputy  
20 Danny Aulman. Plaintiff's have been advised repeatedly that by Captain Steve Cushing  
21 that he was receiving orders from County Counsel and George Kennedy. Additionally,  
22 he gave orders to the Calendar Clerk not to accept filings or to calendar any motions for  
23 plaintiff Michael loane. This was done to further the on-going criminal enterprise that  
24 the plaintiffs have exposed.  
25  
26

26 Judge James Grube, is a wrongdoer in that he knew for more than a year the  
29 information herein detailed and has purposely ignored it. This wrongdoer knew from the

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1 plaintiff's personally that we were in bankruptcy and they violated the stay anyway, He  
2 then made an agreement to proceed with an unlawful eviction. He assisted Judge  
3 Andrea Bryan Lynn and Deputy Danny Aulman and others in the attempt to prosecute  
4 Shelly loane for resisting arrest without an underlying criminal act, or complaint. All the  
5 forgoing is for the purpose of covering-up the sexual assault of Shelly loane by Deputy  
6 Danny Aulman. Plaintiff's have been advised repeatedly that by Captain Steve Cushing  
7 that he was receiving orders from County Counsel and George Kennedy, Additionally,  
8 he gave orders to the Calendar Clerk not to accept filings or to calendar any motions for  
9 plaintiff Michael loane. This was done to further the on-going criminal enterprise that  
10 the plaintiffs have exposed. He made an agreement with Superior court Judge William  
11 Martin to issue bogus orders against plaintiffs so that Defendant Bank of America could  
12 steal our real property. The same agreement was made with Judge Socrates  
13 Manukian, Judge Kevin McKenney, and Judge James Grube and attorney Donald,  
14 Buckley. All judges knew or should have known that no assignment existed that would  
15 grant Bank of America a claim against our real property. The alleged foreclosure was  
16 false and part of the racketeering ring designed to steal real property from plaintiffs and  
17 the public at large. This Judge has repeatedly breached his duty to pursue the plaintiffs  
18 and had gone so far as to take matters off Judge Wiessbrodt's desk so that he could  
19 make the judgement without any authority to do so. He intentionally issued bogus  
20 orders in bankruptcy case # 98-5-I 454-JRG-13.

21  
22 Judge Kevin McKenney is a wrongdoer in that in addition to the participating in  
23 the acts with Judge Grube he is the Judge that abused the process by allowing a  
24 unlawful delainer judgment to be issued after the Municipal court case was removed to  
25 federal court on October 6, 1999. He had absolute knowledge that plaintiff were

1 protected by a bankruptcy stay, but acted anyway. Further, he had absolute knowledge  
2 and evidence that plaintiff owned their property and that a mortgagor and mortgagee  
3 relationship was inappropriate for his court. He also knew that the real property in  
4 question was valued at well over the \$25,000.00 jurisdictional limit of any unlawfull  
5 detainer action  
6

7 Judge William Martin is a wrongdoer in that in addition to participating in the  
8 actions of Judge Grube and Judge McKenney above he was the Judge-that issued a  
9 bogus order dated September 24, 1998 in case # CV 770282 after the case was  
10 dismissed on September 1, 1998.  
11

12 Judge Socrates Manukian is a wrongdoer in that he issued bogus orders allowing  
13 an unlawful detainer action to proceed when he had evidence that plaintiffs were the  
14 owners in fee and that Bank of America had no assignment that would have allowed  
15 them to proceed with a foreclosure. He also was aware that the real property in  
16 question was well beyond the jurisdictional limits of his court. Further, he had  
17 knowledge and evidence that plaintiff were protected by a bankruptcy stay,  
18

19 George Kennedy, District Attorney Santa Clara County, agent for Santa Clara  
20 District Attorney Office, is a wrongdoer in that he assisted Judge Andrea Bryan Lynn  
21 and Deputy Danny Aulman and others in the attempt to prosecute Shelly loane for  
22 resisting arrest without an underlying criminal act, or complaint. All the forgoing is for  
23 the purpose of covering-up the sexual assault of Shelly loane by Deputy Danny Aulman.  
24 He is in charge of the District Attorneys Office and the conduct herein described was  
25 permitted under his authority  
26

27 United States Marshall's Service is a wrongdoer in that they have physically  
28 interfered with the plaintiffs passage in the Federal Courthouse building. All this is in an  
29

1 attempt to discourage plaintiffs from pursuing this litigation and in furtherance of this on- 0169  
2 going enterprise. The United States Marshall's Service has been given notice and the  
3 facts of this litigation. Regardless of having notice and the facts they continue to harass  
4 and interfere with plaintiffs passage in the federal court to file papers pursue discovery  
5 or otherwise prosecute this and other litigation. This is a prejudicial and unconstitutional  
6 practice and is in furtherance of the enterprise herein described.  
7

8  
9 Dated this 30 day of <sup>November</sup> ~~December~~, 1999 in San Jose, California  
10

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14 Plaintiff Michael loane

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17 Plaintiff Shelly loane  
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