

FILED
CLERK, U.S. DISTRICT COURT
MAR 13 2025
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION BY DEPUTY

1 are residents of San Bernardino County, State of California
2 whose domicile is 6736 Aster Court, Chino,
3 California 91710.

4 **PROPERTY**

5 b. The Plaintiffs and their family have had possession of the
6 property for twenty-nine (29) years located at 6736 Aster Court, Chino,
7 California 91710.

8 The legal description being:

9 Lot 45 of Tract No. 9192, in the City of Chino, County
10 of San Bernardino, State of California, as per Plat Recorded in
11 Book 127, of Maps Pages 47 to 50 inclusive, in the Office of
12 the County of Recorder of San Bernardino County.

13 **II. THE DEFENDANTS**

14 a. Defendant, JPMorgan Chase Bank, National Association,
15 and for Clear Recon whose address is:
16 700 Kansas Lane, Monroe, LA 71203, who can be served
17 by Serving their Attorney of record Aldridge Pite, LLP,
18 Attorney Josephine E. Salmon, 333 Camino Del Rio South, Suite
19 225, San Diego, CA 92108, Ph#: 858-750-7600, Email:
20 Jsalmon@aldridgepite.com. JPMorgan Chase Bank, N. A. **is**
a loan servicer.
Loan servicers never lend any money on mortgage loans.

21 b. Defendant, U. S. Bank Trust, National Association, can be
22 served by serving their:
23 Attorney of record, Padgett Law Group, Attorney
24 Christopher Giacinto, 6267 Old Water Oak Road, Suite
25 203, Talahassee, FL 32312, Ph#: 850-422-2520,
26 Email: PLGinquiries@padgettlawgroup.com.
27 U. S. Bank Trust, National Association **is also a Loan**
28 **Servicer** and does not lend any money on mortgage loans.

- 1
- 2
- 3 c. Defendants, Michael R. Koppers and Rhonda S. Koppers,
- 4 who live at and can be served at 6726 Aster Court, Chino,
- 5 Ca 91710, Ph#: 828-750-7600.
- 6
- 7 d. Defendant, Attorney Kevin B. Sawkins, whose address is
- 8 and who can be served at
- 9 50 W Lemon Ave, Ste. 29, Monrovia, CA 91016, Ph#:
- 10 626-289-8258, Fax: 626-289-8378, or can be served where
- 11 ever he may be found.
- 12
- 13 e. Quality Loan Service Corp, who can be served at 2763
- 14 Camino Del Rio S, Suite 200, San Diego, CA 92108-
- 15 3708, or can be served where ever they may be found.
- 16

17 **III. BASIS FOR JURISDICTION**

18 **A. FEDERAL QUESTION**

19 Federal courts are courts of limited jurisdiction (limited power).

20 Generally, only two types of cases can be heard in federal court: cases

21 involving a federal question and cases involving diversity of citizenship of

22 the parties. Under 28 U.S.C. § 1331, a case arising under the United

23 States Constitution or federal laws or treaties is a federal question case.

24 Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen

25 of another State or nation and the amount at stake is more than \$75,000 is

26 a diversity of citizenship case. In a diversity of citizenship case, no

27 defendant may be a citizen of the same State as any plaintiff.

28

B. DIVERSITY OF CITIZENSHIP

1. The Defendant, JPMorgan Chase Bank, N.A. has an address in

Louisiana and in Ohio.

2. The Amount in Controversy

The amount in controversy – the amount the Plaintiff claims the

1 Defendant owes or the amount at stake – is more than \$75,000.

2 a. The attorney for U. S. Bank Trust, National Association,
3 Attorney of record per their Proof of Claim filed in
4 Bankruptcy, Padgett Law Group, Attorney Christopher
5 Giacinto, 6267 Old Water Oak Road, Suite 203,
6 Talahassee, FL 32312, Ph#: 850-422-2520,
7 Email: PLGinquiries@padgettlawgroup.com.

8 b. The Defendants Michael R. Koppers and Rhonda S.
9 Koppers, neighbors to the Plaintiffs took approximately
10 \$500,000 out in loans on the Plaintiffs property without the
11 knowledge and consent of the Plaintiffs. The Defendants did
12 not pay the loans for the money that they received, so now it
13 is the Plaintiffs that are being wrongfully foreclosed on.

14 VENUE

15 Venue is proper as the property, the subject of this claim is in
16 San Bernardino County, State of California.

17 FEDERAL VIOLATIONS

18 The Plaintiff have filed a Complaint in Federal Court for the following reasons:

19 1. Federal Question Jurisdiction (28 U.S.C. § 1331)

20 This case involves significant federal questions that invoke
21 the original jurisdiction of the federal courts, including
22 violations of the Real Estate Settlement Procedures Act
23 (RESPA), Fair Debt Collection Practices Act (FDCPA),
24 and the Consumer Financial Protection Act (12 U.S.C. §§
25 5531, 5536).
26

1 2. LACK OF STANDING

2 The Defendants lack the legal standing to foreclose on the
3 property at 6736 Aster Court, Chino, CA 91710. As the
4 Plaintiff has never done any business transactions with none
5 of the Defendants. The Defendants did not lend any money to
6 the Plaintiffs, therefore there is no "Direct Injury" to any of the
7 Defendants. It was Michael R. Koppers and Rhonda S.
8 Koppers that took the loans with JPMorgan Chase, so
9 JPMorgan needs to be foreclosing on Michael R. Koppers and
10 Rhonda S. Koppers.

11
12 Plaintiff is the real party in Interest, Defendants have failed
13 to establish that they are the real party in interest, as required
14 under Rule 17 of the Federal Rules of Civil Procedure. In
15 cases such as Wells Fargo Bank, N.A. v. Smith, 797 F.
16 Supp. 2d 526 (D.D.C. 2011), courts have held that the party
17 foreclosing must prove a clear chain of title to enforce a
18 foreclosure.

19 3. DIVERSITY OF CITIZENSHIP

20 The Defendant U. S. Banks attorneys the Padgett Law Group,
21 Attorney Christopher

22 Giacinto, 6267 Old Water Oak Road, Suite 203, Talahassee,
23 FL 32312, Ph#: 850-422-2520. Per their Proof of Claim
24 filed in Bankruptcy Court, U. S. Bank has an address as
25 payments to be sent to NewRez LLC dba Shellpoint
26 Mortgage Servicing P. O. Box 10826, Greenville, SC
27 29603-0826, Ph: 800-365-7107, Email:
28

1 mtgbk@newrez.com.

2 Also, in their Proof of Claim in Bankruptcy Court for
3 JPMorgan Chase Bank, N.A., Their address is Attn:
4 Correspondence Mail Code LA4-5555, 700 Kansas Lane,
5
6 Monroe, LA 71203, Ph#: 866-520-6447, the payments
7 should be sent to: Mail Code CH4-7142, 3415 Vision Dr.,
8 Columbus, OH 43219, Ph#: 866-520-6447.

9 4. LEGAL ERROR

10 There have been rulings made against the Plaintiff that are
11 of legal error, during the course of the case, the Judge was
12 bias and ignored evidence that had been presented by the
13 Plaintiffs. This is a violation of Due Process of Law, the
14 Sixth Amendment guarantees the right to a fair trial.

15 5. PLAINTIFF IS ENTITLED TO PROTECTION UNDER FEDERAL LAW

16 Plaintiff is entitled to certain protections and disclosures
17 under federal law.

18 6. AMOUNT IN CONTROVERSY OVER \$75,000.00

19 The amount in controversy exceeds \$75,000 as required under
20 28 U.S.C. § 1332.

21 Michael R. Koppers and Rhonda S. Koppers have taken out
22 about \$500,000 in loans on the Plaintiffs property, without the knowledge
23 and consent of the Plaintiffs.

24 7. PLAINTIFF IS IN POSSESSION

25 Plaintiffs have been in possession of their family home for
26 approximately twenty-nine (29) years and seek to obtain a
27 Quiet Title in their name in Federal Court.
28

1 8. CLAIMS

2 Plaintiff will assert claims for damages related to wrongful
3 foreclosure, lack of standing, breach of contract, identity
4 theft, federal violations and mortgage fraud.

5 9. FALSE CLAIMS ACT (FCA) -

6 Plaintiff asserts that neither Defendants have the right to
7 foreclose or evict homeowners from their home. This is a
8 False Claim that has been filed against the Plaintiffs Per
9 False Claim 31 U.S.C. §3729.

10 10. INTERSTATE CONSPIRACY

11 Crossing state lines, mail fraud, wire fraud, bank fraud, and
12 mortgage fraud.

13
14 **IV. STATEMENT OF CLAIMS**

15 **CAUSE OF ACTION NO. 1**

16 **Violation of Due Process**

17 Violation of Due Process, in that the Plaintiffs have not been able to have
18 a fair trial. Plaintiffs are the listed owners of the property located at
19 6736 Aster Court, Chino, CA 91710 (See Exhibit A), and is unlawfully
20 being deprived of their property rights. The utilities are in the name of
21 Gilbert D. Gonzales and Maria Elva Gonzales. Plaintiffs live in the
22 property bought their property by a VA Loan with Norwest Mortgage Inc.
23 on October 15, 1996 by Document# 19960404734 and paid off their
24 property and received the Substitution of Trustee and Full Reconveyance
25 by Instrument# 19990106253 (See Exhibit B) filed on May 13, 1999, and
26 the Plaintiffs did no other loans on their home. The loan that JPMorgan
27 Chase is trying to foreclose on is an FHA Loan which the Plaintiffs never
28 did an FHA Loan, Gilbert D. Gonzales is a veteran so they only did a VA

1 Loan. The Plaintiffs identity was stolen by the Defendants, Michael R.
2 Koppers and Rhonda S. Koppers. Michael R. Koppers and Rhonda S.
3 Koppers have been using the Plaintiffs Lot# 45, to obtain loans.

4
5 **CAUSE OF ACTION NO. 2**
6 **Ignoring of Evidence**

7 The evidence being presented by the Plaintiffs, Gilbert D. Gonzales
8 and Maria Elva Gonzales was ignored. The Plaintiffs bought their home
9 in 1996 by a VA Loan, and the Plaintiffs paid off their home in 1999.

10 **CAUSE OF ACTION NO. 3**
11 **Broken Chain of Title**

12 When the Assignments of Mortgage were filed on the Plaintiffs
13 property, this caused a break in the Chain of Title. It is these Assignments
14 of Mortgage that are being used by Loan Servicers to steal properties. An
15 Assignment of Mortgage has no value as there is no exchange of money,
16 only a Warranty Deed transfers ownership to a property.

17
18 **CAUSE OF ACTION NO. 4**
19 **Egregious Acts by JPMorgan Chase Bank and**
20 **by U. S. Bank, N. A.**

21 These are egregious acts that are being committed against the Plaintiffs
22 Gilbert D. Gonzales and Maria Elva Gonzales. The Plaintiffs have spent
23 over \$80,000 defending their home. These false claims involve:

- 24 1. This involves violations of the Real Estate Settlement
25 Procedures Act (RESPA): This Act requires lenders to provide
26 borrowers with pertinent and timely disclosures regarding the
27 nature and costs of the real estate settlement process.
28 2. Fair Debt Collection Practices Act (FDCPA): This act aims

1 to eliminate abusive debt Collection practices by debt collectors.

2 3. Consumer Financial Protection: This act provides for the
3 establishment of the Consumer Financial Protection Bureau
4 (CFPB) and aims to protect consumers from unfair,
5 deceptive, or abusive practices.

6 JPMorgan Chase Bank and U. S. Bank, National Association as
7 Trustee are trying To Collect for money they did not lend the
8 Plaintiffs and for loans that do not belong to the Plaintiffs.

9 **CAUSE OF ACTION NO. 5**
10 **Willful and Malicious Intent**

11 That the Defendants have intentionally, maliciously and without
12 just cause, engaged in deceitful business practices and malicious and
13 intentional fraud that were calculated to harm the Plaintiff and his family.

14 **CAUSE OF ACTION NO. 6**
15 **Wrongful Foreclosure**

16 The Plaintiffs and their family will be wrongfully evicted from
17 their home 6736 Aster Court, Chino, CA 91710 due to a wrongful
18 foreclosure and due to the false claims that have been filed by JPMorgan
19 Chase Bank and U. S. Bank, National Association as Trustee. The
20 Plaintiffs never did any loans with JPMorgan Chase Bank and U. S. Bank,
21 National Association as Trustee.

22 Clear Recon Corp. currently has the Plaintiffs Lot# 45 listed for
23 sale the address being used is 6736 Aster Court, Chino, CA 91710, Clear
24 Recon Corp is using Document# 2006-0159353, which the Plaintiffs
25 never signed. The Plaintiffs identity and Lot# 45 was stolen by
26 Defendants, Michael R. Koppers and Rhonda S. Koppers and all parties
27 involved with these Defendants.
28

1 **CAUSE OF ACTION NO. 6**
2 **False Claim by JPMorgan Chase Bank and**
3 **U. S. Bank, National Association as Trustee**

4 JPMorgan Chase Bank and U. S. Bank, National Association as
5 Trustee are trying to foreclose on the Plaintiffs for loans that were done
6 by Bento Martin, Michael R. Koppers and Rhonda S. Koppers. The chain
7 of title on the Plaintiffs property has been broken due to these false claims
8 that have been made by JPMorgan Chase Bank and U. S. Bank, National
9 Association as Trustee.

10 JPMorgan Chase Bank, N. A. nor U. S. Bank National
11 Association as Trustee have absolutely no interest in the property at 6736
12 Aster Court, Chino, CA 91710, as U. S. Bank, N. A. nor JP Morgan Chase
13 Bank, N. A. lent any money on the mortgage loan for the Plaintiffs, Gilbert
14 D. Gonzales and Maria Elva Gonzales. JPMorgan Chase Bank, N. A. has
15 refused to produce any documentation pertaining to what they are
16 claiming. Where is the paperwork for this loan they are claiming, where
17 are the notary signatures, thumb prints, the notary has to produce her notary
18 book, to prove what identification was used in doing this loan. Where is
19 the wire or check that proves that JPMorgan Chase Bank lent any money
20 to the Plaintiffs? JPMorgan Chase Bank, N. A. has refused to produce any
21 of this documentation. The Plaintiffs have never done a loan with
22 JPMorgan Chase Bank, N. A..

23 **CAUSE OF ACTION NO. 7**
24 **WRONGFUL SALE OF PROPERTY CLEAR RECON**

25 The Plaintiffs property is currently being listed for sale, the notice
26 for the sale of property states that the property address is 6736 Aster
27 Court, Chino, CA 91710 it is for Gilbert D. Gonzales and Maria Elva
28 Gonzales for Instrument# 2006-0159353 recorded with the Office of the
County Recorder of San Bernardino, State of California, the Trustee is
Clear Recon Corp. who is a loan servicer. This is a loan that was not
done by Gilbert D. Gonzales and Maria Elva Gonzales, the Plaintiffs paid

1 off their home on June 1, 1999 and have done no other loans on their
2 property.

3
4 The property is being sold and will be auctioned by
5 Clear Recon Corp, 3333 Camino Del Real South, Suite 225,
6 San Diego, CA 92108; for Sales Information Contract
7 (855) 313-3319; www.clearreconcorp.com.
8 T.S. No. 117409-CA, APN: 1051-231-46-0-000,
9 this is the APN for Lot 45, the Plaintiffs' property.
10 The APN# for the Koppers is Lot# 46 is 1051-231-47-0-000,
11 this is the address for Defendants Michael R. Koppers
12 and Rhonda S. Koppers and whose address is
13 6726 Aster Court, Chino, CA 91710.

14 **V. ALLEGATIONS**

- 15 1. On October 15, 1996, Plaintiffs purchased the property of 6736 Aster
16 Ct., Chino, CA 91710 by a Grant Deed, being Document#
17 19960404734, filed on November 1, 1996,
18 recorded in the Official Records, County of San Bernardino.
- 19 2. On October 15, 1996, Plaintiffs executed a Mortgage and a
20 Note to Norwest Mortgage, Inc, 2051 Killebrew Dr., Suite 500,
21 Bloomington, Minnesota 55479-255, payable to
22 Norwest Mortgage in the amount of \$140,750.00. The Mortgage
23 as recorded in the Official Records, County of San Bernardino.
24 This Mortgage is referred to in this Complaint as the "Mortgage"
25 and the property described in the Mortgage is referred to
26 as the "Real Property". Said Mortgage being filed
27 by Document# 19960404735, for Plaintiff's VA Loan# 6081625,
28 AND having been paid in Full and Satisfied.
- DUE TO THE FACT THAT THE PLAINTIFFS HOME WAS

1 "PAID OFF AND SATISFIED", NO ONE HAS A RIGHT TO
2 FORECLOSE ON THEIR PROPERTY BECAUSE THERE IS
3 NO LIEN. THE PROPERTY WAS PAID OFF BY THE PLAINTIFFS
4 GILBERT D. GONZALES AND MARIA ELVA GONZALES.

5
6 **THE NOTARY TO U.S. BANK, N. A.'S ASSIGNMENT OF
MORTGAGE DOES NOT EXIST**

7
8 3. The Assignments of Mortgage are invalid and Void as the
9 Plaintiffs property was Paid in Full and Satisfied on June 1, 1999. Because
10 the Plaintiffs VA Loan was paid and satisfied, there is no Mortgage and no
11 Note to be transferred by an Assignment of Mortgage, not to JPMorgan
12 Chase Bank, N. A. and not to U. S. Bank Trust, N. A. these Assignments of
13 Mortgage are completely invalid. We also found that THE NOTARY ON
14 THE ASSIGNMENT OF MORTGAGE TO U. S. BANK, N. A.
15 DOES NOT EXIST (See Exhibit D – the Assignment of Mortgage
16 to U. S. Bank, N. A. and See Exhibit E – the notary does not exist).

17 The Notary that notarized the Assignment of Mortgage is
18 Tiffany Lee Klimkowski and when we searched for this
19 notary, with the Secretary of State for South Carolina, it said
20 "NO RESULTS FOUND" (See Exhibit E). This makes the claim
21 filed by U. S. Bank, N. A. "void".

22 This is a False Claim that was filed by the Defendant U. S. Bank, N. A.
23 and all Defendants against the Plaintiffs *Per False Claim 31*

24 ***U.S.C. §3729.***

25 4. The Plaintiffs Property Address is 6736 Aster Court, Chino, CA 91710;
26 the legal description being: Lot 45 of Tract 9192, As Per Plat recorded in
27 Book 127 of Maps 47 to 50, APN# 1051-231-46-0000.

28 5. Michael R. Koppers and Rhonda S. Koppers own the property next door,
which is 6726 Aster Court, Chino, CA 91710; the legal description being: Lot

1 46 of Tract 9192, As Per Plat Recorded in Book 127 of Maps 47 to 50, APN#
2 1051-231-47-0000 (See the attached Exhibit C).

3 6. Michael R. Koppers and Rhonda S. Koppers did multiple transactions on
4 the Plaintiffs Property without the Plaintiffs knowledge and consent (See
5 Exhibit F – multiple loans done with Chase by Michael R. Koppers and
6 Rhonda S. Koppers). Bento Martins signed a Grant Deed on June 6, 2000
7 per Document# 20000226710 (See Exhibit G) –also take notice that the
8 address being used is 6726 Aster Court, Chino, California, which is the
9 address of the Defendants, all of this was done without the knowledge
10 and consent of the Plaintiff's, the Plaintiffs did not know about any of
11 this until they were being foreclosed on. The Seller being Martin Bento
12 and the Buyer being Michael R. Koppers and Rhonda S. Koppers, this
13 was done without our knowledge and consent. On the same day
14 Michael R. Koppers and Rhonda S. Koppers did a Deed of Trust to
15 Lender: Trust One Mortgage Corporation for \$173,569.00 per
16 Document# 20000226711 (See Exhibit H), the legal description being
17 used is Lot 45, Tract 9192, which is the legal description for the
18 Plaintiffs property and NOT the legal description for the Defendants;
19 also take notice that the address being used is 6726 Aster Court, Chino,
20 California, which is the address of the Defendants, and why was this never
21 verified or corrected by the banks, the title company and the Defendants',
22 all of this was done without the knowledge and consent of the Plaintiff's,
23 the Plaintiffs did not know about any of this until they were being foreclosed
24 on, on this Deed of Trust; the Recording was Requested by Trust One
25 Mortgage Corporation; it also says, And When Recorded Mail To - Trust
26 One Mortgage Corporation, 2 Ada Street, Irvine, CA 92618 - Loan Amount
27 \$173,569.00; Loan# 7-00-0547RC, FHA Case No. 048-2301150-796; the
28 Trustor is Michael R. Koppers and Rhonda S. Koppers, husband and wife as
Joint Tenants; the Trustee is T. D. Service Company, a California
Corporation and the Beneficiary is Trust One Mortgage Corporation,
a California Corporation, 2 Ada, Irvine, CA 92618, also attached is the
HUD1 for this transaction. Rhonda S. Koppers has always said that she was

1 an investor and that she had a friend that worked at the Chase bank, and he
2 would do all of her loans.

3 When a title company does a transaction, they have a duty to check and
4 verify that they have the correct address with the correct legal description and
5 to also check that the person selling the property owns it, they have a duty to
6 do a correct Chain of Title and THEY DID NOT. This means the legal
7 description in all of their closing documents was incorrect to include any title
8 insurance policy they may have under:

9 Lot 45, Tract 9192 which is the legal description for 6736 Aster Ct.,
10 Chino, CA 91710, which is the house that the Plaintiffs bought through
11 a VA Loan. Even the lender had a duty to verify that everything was
12 correct, and it was not, and this was purposely done, because instead of
13 making the correction from Lot 45 to Lot 46, instead they want to come
14 and foreclose on our home after they did and approved all of these loans
15 without our knowledge and consent. This transaction was done
16 through Southland Glendora Title, 1030 E. Alosta Ave, Suite B, Glendora,
17 CA 91740; Phone# 626-857-0550, Fax# 626-857-0016.

18 These two documents were listed on the "Official Records Search Results"
19 from San Bernardino County, the list of documents was provided but the
20 documents were never presented to the Court, neither by the
21 Attorneys for Michael R. Koppers and Rhonda S. Koppers nor by the
22 previous attorneys for the Plaintiffs Randy K. Bell and Benjamin
23 Yrungaray, and this is information that should have been thoroughly
24 investigated.

25 The Defendant has done loans where Douglas E. Miles is the Trustee
26 (See Exhibit L), and Douglas E. Miles is an attorney for Chase.
27 Douglas E. Miles lost his license for committing wrongful acts (See Exhibit
28 L). Douglas E. Miles is the Trustee for Michael R. Koppers and Rhonda S.
Koppers.

7. There was even a VA Loan that was done without the Plaintiffs
knowledge and consent per Document# 19990175234 (See Exhibit I) that
was filed on April 27, 1999; Loan# 8482988113, the parties involved were
Commonwealth Land Title Company, North American Mortgage Company,
P. O. Box 80831, Petaluma, CA 94975-8031; the Trustee being: Sonoma

1 Conveyancing Corporation; the Beneficiary being North American Mortgage
2 Company, a Delaware Corp., 3883 Airway Drive, Santa Rosa, CA 95403
3 for Lot 45, Tract 9192 the address being 6736 Aster Court, Chino, CA
4 91710, which is the address for the Plaintiffs and Lot 45 belongs to the
5 Plaintiffs and the Plaintiffs never did a VA Loan with any of these people nor
6 did a closing with Commonwealth Land Title Company. The Plaintiffs
7 never did this VA Loan.
8 There is a third illegal Assignment of Mortgage, Document# 2000028139
9 from T. D. Service Co., signed by Susan Wood, Vice-President to Chase
10 Manhattan Mortgage Co., 10151 Deerwood Park Blvd., Jacksonville, FL
11 32256, they claim that it is per Document# 20000226711, which is a
12 document signed by Michael R. Koppers and Rhonda S. Koppers as the
13 buyers; and not by the Plaintiffs, Gilbert D. Gonzales and Maria E.
14 Gonzales. Michael R. Koppers and Rhonda S. Koppers bought their house
15 from Bento Martins on June 26, 2000, the Loan was done with Trust One
16 Mortgage Corporation and this Grant Deed was Notarized by Diana
17 Hawkesby, Comm# 1124919 from Los Angeles County.

18 In a Deposition (See Exhibit K) taken on Defendant, Michael R. Koppers,
19 on Page 9 of this Deposition, Michael R. Koppers to having done the loan
20 with Trust One Mortgage Corporation, , and Attorney Yrungaray is telling
21 Michael R. Koppers that the legal description used in his Deed of Trust was
22 not the legal description to 6726 Aster Court. Attorney Yrungaray asks
23 Michael R. Koppers if escrow ever contacted him to Correct the legal
24 description and Michael R. Koppers says "No". Attorney Yrungaray asks
25 Michael R. Koppers how long he had this loan, Michael R. Koppers
26 responds with Approximately two years (Line 21), On Lines 24 and 25
27 Attorney Yrungaray asks Michael R. Koppers if he made all of his payments,
28 and on Page 10, Line 1, Michael R. Koppers states "We never made a
payment to Trust One." This loan was Assigned To Chase within 30 days
after Michael R. Koppers and Rhonda S. Koppers did this loan, this loan was
Assigned by Michael R. Koppers and Rhonda S. Koppers To Chase this

Document# is 20000281339, this Assignment is being done by Document# 20000226711, the legal description being:

Lot 45, of Tract No. 192 (this Lot 45 belongs to the Plaintiffs Gilbert D. Gonzales and Maria Elva Gonzales), in the City of Chino County of San Bernardino, State of California, as per plat recorded in Book 127 of Maps Pages 47 to 50 inclusive, in the office of the County Recorder of said County. How was this allowed to even be filed with San Bernardino County? This Assignment was filed by Larry Walker of the office of the Recorder of Deeds for San Bernardino County. The loan that was taken by Michael R. Koppers and Rhonda S. Koppers and was put on Gilbert D. Gonzales and Maria Elva Gonzales. This is why Michael R. Koppers and Rhonda S. Koppers did not bother to pay on their loan. Michael R. Koppers and Rhonda S. Koppers received the money to purchase their home 6726 Aster Court, Chino, CA from the equity that was in the Plaintiffs property. The Koppers took the loan and then they expected for the Plaintiffs to pay for it without any kind of notice to the Plaintiffs since the Plaintiffs home was already paid off.

On Page Page 11, Lines 5 through 14, Michael R. Koppers admits to having Refinanced this loan, and on Page 12, Lines 4 through 14, the loan was for approximately \$177,000.

The Attorney for Michael R. Koppers and Rhonda S. Koppers is Kevin B. Sawkins, Kevin B. Sawkins has repeatedly told the Plaintiff Maria Elva Gonzales that he is going to take her house. Attorney Kevin B. Sawkins has threatened Maria Elva Gonzales for her to leave Micheal R. Koppers and Rhonda S. Koppers alone, or else he was going to sell her house.

Instead of the Attorney Kevin B. Sawkins doing the right thing and correcting the legal description to Lot# 46 to the documents done for Michael R. Koppers and Rhonda S. Koppers, Kevin B. Sawkins is trying to take the Plaintiffs home. Attorney Kevin B. Sawkins as an Attorney had a duty to correct the legal description but he has refused to do so, instead he is trying to steal the Plaintiff's property with the assistance of the other Defendants as the Plaintiffs property has a lot of value and as the Plaintiffs property was paid off.

1 8. PLAINTIFFS NOTE AND MORTGAGE HAS BEEN PAID IN FULL
2 AND SATISFIED SINCE June 1, 1999 See Exhibits A and B).

3 9. Defendants have no right to try and assign assets into a Trust after the Plaintiffs
4 had already paid for their property in full. All of these other transactions and
5 Assignments were done without the knowledge and consent of the Plaintiffs,
6 Gilbert D. Gonzales and Maria Elva Gonzales, these Defendants/banks and
7 Michael R. Koppers and Rhonda S. Koppers, that the Plaintiffs had nothing to
8 do with, never lent money on the original
9 transactions and were not a party to the original transaction therefore they have
10 "No Standing" and have sustained "No Direct Injury" as claimed. Defendants
11 just come out of nowhere and are trying to foreclose and claim ownership for
12 illegal transactions that the Defendants committed against the Plaintiffs. Bento
13 Martins, Michael R. Koppers and Rhonda S. Koppers took loans and now they
14 want Gilbert D. Gonzales and Maria Elva Gonzales to pay for them.

15 10. The Defendants JPMorgan Chase Bank, N. A. nor U. S. Bank
16 National Association have no interest in the property at 6736 Aster
17 Court, Chino, CA 91710 as they never lent any money on the
18 mortgage loan. Therefore, there is no Direct Injury to JPMorgan
19 Chase nor to U. S. Bank, N. A., which makes their claim
20 completely invalid, of no merit. The Plaintiff Maria Elva
21 Gonzales has asked the Defendants Michael R. Koppers,
22 Rhonda S. Koppers and Bento Martins to please correct their
23 paperwork, but the Defendants and their attorneys have refused,
24 instead they want to foreclose on the Plaintiffs and take their
25 home.

26 *See the case of U.S. Bank N.A. v. Mallory. In this case, the Pennsylvania*
27 *Supreme Court reversed the lower court's decision, ruling that the bank did not have the*
28 *standing to foreclose on the property because it could not prove it owned the mortgage at the*
time the foreclosure action was initiated¹.

1 *Also see \$25 Billion Dollar Lawsuit Against Robo Signers/Loan Servicers filed*
2 *the Federal Government by all 50 and signed by all 50 states, to include that state of California;*
3 *In this lawsuit the Federal Government states that Loan Servicers cannot file for foreclosure*
4 *And cannot file a claim in bankruptcy court, because Loan Servicers do not lend any money*
5 *on mortgage loans. The Loan Servicers are paid by the Federal Government to keep people*
6 *in their homes through various programs implemented by the Federal Government and*
7 *not to foreclose on people.*

8 JPMorgan Chase Bank, N. A. and U. S. Trust Bank, N. A. are in violation of an
9 Order issued by the Federal Government. Both JPMorgan Chase Bank, N. A. and U. S. Trust
10 Bank, N. A. are filing for a foreclosure and have both filed in a claim in a Bankruptcy Court
11 and in their Proofs of Claim they both claimed they lent the Plaintiff money, when they never
12 have and up to date JPMorgan Chase Bank, N. A. nor U. S. Trust Bank, N. A. have not provided
13 a check or a wire made payable to Gilbert D. Gonzales nor to Maria Elva Gonzales.

14 **VI. RELIEF**

15 WHEREFORE, Plaintiff prays that:

- 16 1. Judgment be entered in favor of plaintiff and against defendant on all
17 Counts of his Complaint;
- 18 2. Money damages within the jurisdictional limits of this Court but not less
19 than one million five hundred thousand dollars (\$1,500,000.00) as this is
20 an egregious act having been committed by the Defendants against the
21 Plaintiffs Gilbert D. Gonzales and Maria Elva Gonzales;
- 22 3. A Finding that defendants have acted with a culpable state of mind, to
23 enact harms, losses and injuries upon plaintiffs;
- 24 4. A Finding that defendants have violated the California Unfair Trade
25 Practices Act in its activities as a “servicer” of the claimed loan;
- 26 5. Damages, and exemplary and punitive damages as provided by law;

- 1 6. Ex Parte Emergency Preliminary Injunction against defendants,
2 prohibiting further acts, activities, or exercises of claimed authority to act
3 as against Plaintiff or the subject Property;
4
5 7. Plaintiffs be awarded their costs, and any attorney fees on an attorney-
6 client basis as may be entrained;
7
8 8. An Order finding that the all documents, the Assignments of Mortgage
9 filed by defendants or its associates upon the Land records of the City of
10 Chino, California are procured in falsity, and Ordered to be stricken
11 from said Land Records.
12

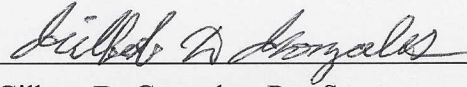
13 **VII. CERTIFICATION AND CLOSING**

14 Under Federal Rule of Civil Procedure 11, by signing below, I
15 certify that to the best of my knowledge, information, and belief that this
16 complaint: (1) is not being presented for improper purpose, such as to
17 harass, cause unnecessary delay, or needlessly increase the cost of
18 litigation, (2) is supported by existing law or by a nonfrivolous argument
19 for extending, modifying, or reversing existing law, (3) the factual
20 contentions have evidentiary support or, is specifically so identified, will
21 likely have evidentiary support after a reasonable opportunity for further
22 investigation or discovery, and (4) the Complaint otherwise complies with
23 the Requirements of Rule 11.

24 I agree to provide the Clerk's Office with any changes to my
25 address where case – related papers may be served. I understand that my
26 failure to keep a current address on file with the Clerk's Office may result
27 in the dismissal of my case.
28

1 Dated: March 13, 2025

2 Respectfully Submitted

3
4 

5 Gilbert D. Gonzales, Pro Se

6 6736 Aster Court

7 Chino, CA 91710

8 Ph#: 909-573-2305

9 Email: elvagonzales5420@yahoo.com

10 

11 Maria Elva Gonzales, Pro Se

12 6736 Aster Court

13 Chino, CA 91710

14 Ph#: 909-573-2305


15 Email: elvagonzales5420@yahoo.com

We have read the foregoing **COMPLAINT** and know its contents.

The matters stated in the foregoing document are true to our own knowledge except as to those matters which are stated on information and belief and, as to those matters, we believe them to be true.

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 13, 2025 at City of Chino, San Bernardino County, State of California.

Gilbert D. Gonzales


Maria Elva Gonzales

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11 **PROOF OF SERVICE**

12 I certify on March 13, 2025 that a true and correct copy
13 will be Served on JPMorgan Chase Bank, National Association, U. S.
14 Bank Trust, National Association, Michael R. Koppers and Rhonda S.
15 Koppers, Clear Recon Corp, Quality Loan and Service and Kevin B.
16 Sawkins, by Process of Service and once it is filed I will file it with
17 the Court.

18 By Service of Process To:

19 **Attorneys for JPMorgan Chase**
20 **Also Attorneys for Clear Recon:**
21 Aldridge Pite, LLP
22 Attorney Josephine E. Salmon
23 333 Camino Del Rio South, Suite 225
24 San Diego, CA 92108
25 Ph#: 858-750-7600,
26 Email: jsalmon@aldridgepite.com

27 Michael R. Koppers and Rhonda S. Koppers
28 6726 Aster Court, Chino, Ca 91710
Ph#: 828-750-7600.

1 Attorney Kevin B. Sawkins,
2 50 W Lemon Ave, Ste. 29
3 Monrovia, CA 91016
4 Ph#: 626-289-8258
5 Fax: 626-289-8378

6 **Attorneys for U. S. Bank National Association**

7 Padgett Law Group
8 Attorney Christopher Giacinto
9 6267 Old Water Oak Road, Suit e203
10 Talahassee, FL 32312
11 Ph#: 850-422-2520

12 Quality Loan Service Corp.
13 2763 Camino Del Rio S, Suite 200
14 San Diego, CA 92108-3708
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25 **EXHIBITS LIST**

26
27 **Exhibit A – Plaintiffs Warranty Deed**
28 **Exhibit B – Plaintiffs Paid In Full and Satisfied Doc#**

1 19990206253

2 Exhibit C – Tax Information on the Michael R. Koppers and
3 Rhonda S. Koppers

4 Exhibit D – Assignment of Mortgage to U. S. Bank

5 Exhibit E – Notary on the Assignment of Mortgage Tiffany Lee
6 Kimkowski is not registered with the Secretary of State of South
7 Carolina

8 Exhibit F – Documents where Koppers are getting loans with
9 Chase by using Lot# 45, the Plaintiffs Lot#, Michael Douglas is
10 their Trustee, Attorney for Chase

11 Exhibit G – Document# 20000226710 Warranty Deed from Bento
12 Martins to Koppers using Lot# 45 and not Lot# 46

13 Exhibit H – Document# 20000226711

14 Exhibit I – VA Loan 19990175324 – Done without the Plaintiffs
15 consent

16 Exhibit J – Assignment of Mortgage Koppers to Chase
17 Document# 2000028139

18 Exhibit K – Deposition of Michael R. Koppers
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