SUPREME COURT CASE NO: S218973
COURT OF APPEAL CASE NO: B247188

IN THE SUPREME COURT OF CALIFORNIA

TSVETANA YVANOVA,

Plaintiff and Appellant,

vs.

NEW CENTURY MORTGAGE CORPORATION, et al.

Defendants and Respondents.

After a Published Decision by the Court of Appeal Second Appellate District, Division One
Case No. B247188

ANSWER TO PETITION FOR REVIEW

Robert W. Norman, Jr., Esq. (State Bar No. 232470)
Patrick S. Ludeman, Esq. (State Bar No. 261314)
HOUSER & ALLISON, APC
3780 Kilroy Airport Way, Suite 130
Long Beach, CA 90806
TEL: (562) 256-1675 FAX: (562) 256-1685
E-Mail: rnorman@houser-law.com

Attorneys for Defendants and Respondents
Ocwen Loan Servicing, LLC; Western Progressive, LLC; and Deutsche Bank National Trust Company, as Trustee for theRegistered Holder of Morgan Stanley ABSCapital I Inc. Trust 2007-HE1 Mortgage Pass Through Certificates, Series 2007-HE1

SUPREME COURT CASE NO: S218973
COURT OF APPEAL CASE NO: B247188

IN THE SUPREME COURT OF CALIFORNIA

TSVETANA YVANOVA,

Plaintiff and Appellant,

vs.

NEW CENTURY MORTGAGE CORPORATION, et al.

Defendants and Respondents.

After a Published Decision by the Court of Appeal Second Appellate District, Division One
Case No. B247188

ANSWER TO PETITION FOR REVIEW

Robert W. Norman, Jr., Esq. (State Bar No. 232470)
Patrick S. Ludeman, Esq. (State Bar No. 261314)
HOUSER & ALLISON, APC
3780 Kilroy Airport Way, Suite 130
Long Beach, CA 90806
TEL: (562) 256-1675 FAX: (562) 256-1685
E-Mail: rnorman@houser-law.com

Attorneys for Defendants and Respondents
Ocwen Loan Servicing, LLC; Western Progressive, LLC; and Deutsche Bank National Trust Company, as Trustee for theRegistered Holder of Morgan Stanley ABSCapital I Inc. Trust 2007-HE1 Mortgage Pass Through Certificates, Series 2007-HE1

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

I. INTRODUCTION

Petitioner and Appellant Tsvetana Yvanova's ("Yvanova") Petition for Supreme Court Review suggests that there is a conflict between the ruling in *Glaski v. Bank of America* (2013) 218 Cal.App.4th 1079, and all other Courts who have addressed the issue of whether a borrower has standing to challenge foreclosure by alleging violations of a Pooling and Servicing Agreement they are not a party to. (Petition for Review, ("PFR") 1). However, there is no conflict because there has yet to be a single California or Federal Court who has followed the often criticized and widely dismissed *Glaski* ruling. Virtually every court that has examined the *Glaski* opinion has found it to be unpersuasive, an outlier, a minority view, and based on a questionable analysis of New York Trust law. *In re Sandri* (2013) 501 B.R. 369, 373-376.

The Federal Courts of California in the Central, Northern, Southern, and Eastern Districts have consistently regarded the opinion as unpersuasive. The Ninth Circuit[1] has recently joined in the mass rejection of *Glaski*. The universal denunciation of *Glaski* by every district court in California, the Ninth Circuit, and each California Appellate District who has been confronted with the issue, leaves no reasonable likelihood that any Court would be inclined to follow it.

As a result, there is no need for Supreme Court review on the issue because the opinion has already been laid to rest. The two most recent published appellate court decisions, *Keshtgar* and *Yvanova*[2], have rejected

---

[1] *In re Davies*, 2014 WL 1152800, *2 (9th Cir. Mar. 24, 2014). Only the electronic citation is currently available as the decision was not selected for publication in the Federal Reporter. A copy of the relevant opinion is included as Exhibit "A" to this Answer in compliance with Federal Rule of Appellate Procedure 32.1 and California Rule of Court 8.1115(c).

[2] *Yvanova v. New Century Mortgage* (2014) 226 Cal.App.4th 495; *Keshtgar v. U.S. Bank, N.A.* (2014) 226 Cal.App.4th 1201

Glaski, and chosen to follow the majority view of *Jenkins v. JP Morgan Chase Bank, N.A.* (2013) 216 Cal.App.4th 497. (PFR 3, 4). The petition for review should be denied as there is no irreconcilable conflict.

II. BACKGROUND

1. Trial Court History and Ruling

Yvanova filed the initial Complaint on May 14, 2012, in the Superior Court of California, County of Los Angeles Case Number LC097218. (Respondent's Appendix ("RA") p. 141.) Respondents demurred to Yvanova's Complaint on June 22, 2012. (RA p. 141.) Yvanova then filed a First Amended Complaint on July 13, 2012. (RA p. 140.) Respondents demurred to the First Amended Complaint on August 21, 2012. (RA p. 140.) The Court sustained Respondents' Demurrer to the First Amended Complaint as to all causes of action with leave to amend on October 19, 2012. (RA p. 141.) On November 5, 2012, Yvanova filed a Second Amended Complaint for the sole cause of action of Quiet Title. (RA pp. 2-21; 139.) Respondents demurred to this Second Amended Complaint on December 6, 2012. (RA pp. 23-32; 139.) On February 8, 2013, the Superior Court entered a judgment sustaining Respondents' demurrer without leave to amend and dismissing the entire action with prejudice. (RA pp. 133-135; 141.)

2. Appellate Court Briefing History, Decision, and Publication

The Appeal was filed by Yvanova on March 1, 2013, and the opening brief was filed August 29, 2013. Respondents filed their brief on November 14, 2013. After the initial round of briefing, yet prior to oral argument, the Second Appellate District requested further briefing on eleven separate issues. Of these issues the Court directly requested briefing

on the ruling in *Glaski*, the issue of standing, and whether Yvanova's allegations in any way could support a cause of action for wrongful foreclosure. Both parties submitted extensive supplemental letter briefs in response to the Appellate Court's request.

On April 25, 2014, the Second Appellate District affirmed the trial court ruling by agreeing with Respondents that a borrower has no standing to challenge foreclosure by alleging a violation of a pooling and servicing agreement, and that she had suffered no prejudice. (See Exhibit A to PFR). Like every district and appellate court that had decided the issue before, the Second District rejected *Glaski* and its questionable ruling granting standing to challenge foreclosure based on alleged securitization violations. The Court agreed with *Jenkins*, and other Courts which had relied upon its reasoning. (See Exhibit A to PFR).

Respondents requested the opinion be published on May 14, 2014. On May 22, 2014 all three justices concurred and ordered the opinion published. *Yvanova v. New Century Mortgage* (2014) 226 Cal.App.4th 495 represented an affirmative decision to continue to follow California's majority rule in *Jenkins*. Shortly thereafter on June 9, 2014 the Court in *Keshtgar v. U.S. Bank, N.A.* (2014) 226 Cal.App.4th 1201 followed the reasoning in *Yvanova*, *Jenkins*, and every other case which was decided after *Glaski*. *Keshtgar* ruled that a defaulted borrower lacked standing to challenge foreclosure based on allegations of assignments in violation of a pooling and servicing agreement. Presiding Justice Gilbert's comments in *Keshtgar* demonstrated the apparent intent for all future rulings to decline *Glaski's* questionable ruling by stating, "for some hopefuls, *Glaski* ... holds out the tantalizing prospect of an action to challenge foreclosure. It does not. The yearning for a holding does not create one." *Id.* at 2.

III. ARGUMENT

1. There Is No Irreconcilable Conflict in the Lower California Courts Between *Glaski* and *Jenkins* Because *Glaski* Stands Alone and Has Been Universally Dismissed

The Petition for Review attempts to implore the Court to resolve a conflict where one does not exist. Yvanova claims that lower courts in California will be at a crossroads when faced with the issue of standing to challenge securitization because of conflicting rulings. (PFR 18). A review of *Glaski*'s history indicates there has been no conflict.

Glaski was decided on August 8, 2013 and in the eleven months since the ruling it has been cited once in the Ninth Circuit, forty two times in the Federal District Courts of California, and nineteen times in the California State Appellate Courts. Every case which has approached the ruling in *Glaski* has declined to follow it, distinguished it, followed *Jenkins*, or outright rejected it. If the Courts are having difficulty in determining whether to follow the majority rule on this issue, there is no jurisdictional evidence of that fact. The Supreme Court does not need to review and establish which ruling to follow on an issue which the decisions have been completely one-sided.

The Petition for Review acknowledges the fact that *Glaski* has yet to be followed by any Court (PFR 15-17). Yet, Yvanova argues that there is no way to reconcile the conflicting rulings of *Glaski* and *Jenkins*. However the absolute dismissal of the *Glaski* ruling has already accomplished that goal. Yvanova attempts to manufacture a conflict of law with the petition, yet the only case which has embraced the ruling in *Glaski* is *Glaski* itself.

2. *Glaski* Stands as an Improper Ruling in Direct Contradiction to Every Other Court Which Has Approached the Issue and the Majority Rule in *Jenkins* Has Been Completely Accepted

The Federal District Courts in California have been at the forefront in the cacophony of decisions rejecting *Glaski*. In direct contradiction to Yvanova's claims of an existing conflict, judges in the Central, Northern, Southern, and Eastern Districts have regularly regarded the *Glaski* opinion as unpersuasive based on the fact that it relies solely on two federal Court of Appeals Cases interpreting the law of other jurisdictions, and an unpublished federal district court case. *Keshtgar v. U.S. Bank*, 226 Cal.App.4th at 10-11.

In *Giseke v. Bank of America, N.A.* 2014 WL 718463, *3-4 (N.D. Cal. Feb. 23, 2014), the court held that "Courts in this District have expressly rejected *Glaski* and adhered to the majority view that individuals who are not parties to a PSA cannot base wrongful foreclosure claims on alleged deficiencies in the PSA/securitization process." In *McNeil v. Wells Fargo Bank, N.A.* 2014 WL 2967629, *3 (N.D. Cal July 1, 2014) it was held that *Glaski* is the minority view and judges in the Northern District have joined the majority rule set forth in *Jenkins*. Just two weeks ago the Eastern District stated in *Lazo v. Summit Management Co., LLC* 2014 WL 3362289, *7 (E.D. Cal. July 9, 2014) that this court has consistently followed *Jenkins* and rejected *Glaski*. Likewise the Southern District has routinely rejected *Glaski* with no known cases following its reasoning. *See Covarrubias v. Federal Home Loan Mortgage Corp.* 2014 WL 311060, *4 (S.D.Cal Jan. 28, 2014); *Mottale v. Kimbrall Tirey & St. John, LLP*, 2014 WL 109354, *4-5 (S.D.Cal. Jan. 10, 2014).

While there have been only two published appellate court decisions that have explicitly refused to follow *Glaski* (*Yvanova* and *Keshtgar*) and followed *Jenkins* instead, every Appellate District but for the First has confronted the issue. Every unpublished Appellate Court ruling echoes the reasoning in *Jenkins* stating it is the better decision, there exists no state or federal cases to support the *Glaski* analysis, and they will continue to follow the federal lead in rejecting this minority holding.[3]

The Ninth Circuit recently observed: "[plaintiff] cannot challenge violations of the pooling and servicing agreement ... the weight of authority holds that debtors in [plaintiff's] shoes—who are not parties to the pooling and servicing agreements—cannot challenge them. *In re Davies* 2014 WL 1152800, *2 (9th Cir. Mar. 24, 2014); *see also Flores v. EMC Mortgage Co.* —— F.Supp.2d ——, 2014 WL 641097, at *6 (E.D.Cal. Feb. 18, 2014). (A true and correct copy of the Opinion is attached hereto as Exhibit "1").

The basis for the *Glaski* ruling was an interpretation of New York Trust Law. As an additional attack on the validity of the ruling, *Glaski*'s reasoning has not ever been adopted in New York. The United States Court of Appeals for the Second Circuit recently stated that they are not aware of *any* New York appellate decision that has endorsed the interpretation of *Glaski* that an individual who is not a party to a PSA has standing to challenge an assignment. Instead, the Second Circuit ruled that most courts in other jurisdictions who have discussed this issue have interpreted New York law to mean that "a transfer into a trust that violates the terms of the PSA is voidable rather than void." *Rajamin v. Deutsche Bank National*

[3] *Sporn v. JP Morgan Chase Bank, N.A.*, 2014 WL 280627, Slip Op. at *4 (Cal.Ct.App. January 27, 2014); Fairbanks v. Bank of America, N.A., 2014 WL 954264, Slip Op. at *8, n.1 (Cal.Ct.App. April 10, 2014)

Trust Co. 2014 WL 2922317, *11 (2nd Cir. June 30, 2014). *Glaski*'s reasoning is not based on California law, and is based on rejected interpretation of New York law. Additionally, every other state which has approached the issue of *Glaski* has likewise declined to follow the reasoning.

Every court faced with the issue that the Petition argues has created an irreconcilable conflict in California, has sided directly with the reasoning as articulated in *Jenkins*, *Yvanova*, and *Keshtgar*. There is no basis to grant the petition for review because there is no conflict.

3. Every Argument Challenging Foreclosure Based on *Glaski* is Mooted By The Rule That a Borrower's Obligations Under a Note Remain Unchanged Regardless of Assignment

Even if a California Court is approached with an argument based on the reasoning in *Glaski*, its application is mooted by one important rule of law; if there is a perceived defect in the securitization of a mortgage loan, absent prejudice to the borrower, there can be no challenge to the foreclosure based on that allegation. Even assuming that any transfer of the note was invalid, that does not support a claim for wrongful foreclosure because the borrower is not the victim of the invalid transfer because her obligations under the note remain unchanged. *Apostol v. CitiMortgage, Inc.* 2013 WL 6328256, *6 (N.D. Cal. Nov. 21, 2013) *citing Jenkins* at 515.

Courts have refused to allow possible deficiencies in the securitization process to support wrongful foreclosure because any alleged deficiency does not change the terms of the Note or the Deed of Trust. Even if there is a defect in assignment, that does not change a borrower's payment obligations under the note and deed of trust and a borrower must

demonstrate actual prejudice to have any actionable claim. *Simmons v. Aurora Bank, FSB*, 2013 WL 5508136, *2 (N.D. Cal. Sept. 30, 2013). Absent any allegation of prejudice, plaintiffs do not have standing to complain about irregularities post foreclosure. *See, Siliga v. Mortgage Electronic Registration Systems, Inc.* (2013) 219 Cal.App.4th 75. To recover on a wrongful foreclosure claim, borrowers must demonstrate that any imperfection in the assignment of the loan interfered with their ability to pay. *Fontenot v. Wells Fargo Bank, N.A.* (2011) 198 Cal.App.4th 256, 272.

Yvanova has regularly admitted to being in default, and has only challenged her foreclosure based on perceived irregularities in the securitization process. (RA pp. 5; 76; 89; 135; PFR 5; 9). The Petition for Review is solely attempting to have the *Glaski* rule applied statewide despite zero support from any courts, so that borrowers may challenge foreclosure based on the allegation of improper securitization. (PFR 1; 4). There is no compelling interest for the Supreme Court to review this ruling.

In the matter of *Apostol v. CitiMortgage*, discussed above, the Court directly dismissed the ruling in *Glaski.* In *Apostol* the borrower made the identical argument that Yvanova made, and hopes to make again following a Supreme Court review. They stated that based on an allegation that if an assignment is made after the closing date of a securitized trust, that causes a break in title, and the beneficiary would no longer have an interest in the property. The Court stated that *Glaski* is a distinct minority view point that has been expressly rejected by a number of courts. The Court ruled that individuals, like Yvanova, who are not a party to a pooling and servicing agreement, cannot base any wrongful foreclosure related claim on a deficiency in the process. They found that *Glaski* was based on a

questionable analysis of New York Trust Law and there is no authority that states parties are required to assign and/or record the assignment at the same time the loan was sold into the trust, nor does an alleged improper assignment make the deed of trust invalid. *Apostol v. CitiMortgage*, 2013 WL 6328256, *6-8 (N.D. Cal. Nov. 21, 2013).

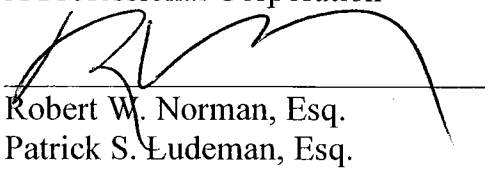
The reasoning of *Glaski* that an allegation of a break in the chain of title due to securitization can lead to a cause of action is not persuasive. This has been confirmed time and time again by every Court who has addressed the issue. The *Glaski* Court even acknowledged in its ruling that under California law, a third party "and particularly the obligor" cannot successfully challenge the validity or effectiveness of the transfer when the assignment is merely voidable, not void. *Glaski*, 218 Cal.App.4th at 1094. Yvanova's position has always been that the assignment made the deed of trust void. The New York trust law *Glaski* relied upon does not support this contention. New York Trust Law states that even if there is an act in violation of a trust agreement, the result is voidable, but not void. *See Mooney v. Madden* (1993) 597 N.Y.S.2d 775, 776; and *In re Levy* (2010) 893 N.Y.S.2d 142, 144. Accordingly, a borrower who is not a party to the PSA does not have standing to challenge it and there is no reason for the Supreme Court to review the only case that has suggested the possibility. There is no conflict of law in California on the issue.

IV. CONCLUSION

Because there is no discernable conflict in California law on the issues as presented in the Petition for Review, Respondents respectfully request that the petition be denied.

Date: July 21, 2014

HOUSER & ALLISON
A Professional Corporation

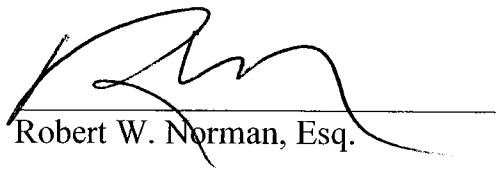


Robert W. Norman, Esq.
Patrick S. Ludeman, Esq.
Attorneys for Respondents
Ocwen Loan Servicing, LLC; Western Progressive, LLC; and Deutsche Bank National Trust Company, as Trustee for the Registered Holder of Morgan Stanley ABS Capital I Inc. Trust 2007-HE1 Mortgage Pass Through Certificates, Series 2007-HE1

CERTIFICATE OF WORD COUNT

By my signature below, I certify this brief contains 2,644 words, including any footnotes, as counted by the word function of counsel's word processing program, Microsoft Word, which is less than the 8,400 words permitted by California Rules of Court.

Date: July 21, 2014



Robert W. Norman, Esq.

EXHIBIT 1

Ninth Circuit Court of Appeals Decision

2014 WL 1152800
Only the Westlaw citation is currently available.
This case was not selected for
publication in the Federal Reporter.
Not for Publication in West's Federal Reporter
See Fed. Rule of Appellate Procedure 32.1
generally governing citation of judicial decisions
issued on or after Jan. 1, 2007. See also Ninth
Circuit Rule 36-3. (Find CTA9 Rule 36-3)
United States Court of Appeals,
Ninth Circuit.

In re Brian W. DAVIES, Debtor.
Brian W. Davies, Appellant,
v.
Deutsche Bank National Trust Company, as Trustee of the Residential Asset Securitization Trust 2007–A5 Mortgage Pass through Series 2007–E, Under the Pooling and Servicing Agreement Dated March 1, 2007, Its Assigns and/or Successors in Interest, Appellee.

No. 12–60003. | Argued and Submitted Feb. 12, 2013. | Filed March 24, 2014.

Synopsis

Background: Chapter 7 debtor filed adversary complaint against creditor holding deed of trust and others, seeking determination that deed of trust was null and void. Both parties filed motions for judgment on the pleadings. The United States Bankruptcy Court for the Central District of California, Scott C. Clarkson, J., granted creditor's motion and denied debtor's motion. Debtor, proceeding pro se, appealed. The Bankruptcy Appellate Panel (BAP), 2012 WL 370689, affirmed, and debtor appealed.

Holdings: The Court of Appeals held that:

[1] creditor, as assignee of the deed of trust, had authority to initiate foreclosure proceedings;

[2] debtor's allegations relating to the promissory note were irrelevant to the validity of his debt;

[3] under California law, debtor, who was not a party to the pooling and servicing agreement, could not challenge it; and

[4] debtor's Truth in Lending Act (TILA) claim was properly dismissed as untimely.

Affirmed.

Carr, Senior District Judge, sitting by designation, dissented.

Attorneys and Law Firms

Diane Beall, Esquire, Escondido, CA, for Appellant.

Andrew E. Miller, Esquire, Allen Matkins, Sarina Saluja, Esquire, Allen Matkins, Los Angeles, CA, for Appellee.

Appeal from the Ninth Circuit Bankruptcy Appellate Panel, Markell, Hollowell, and Pappas, Bankruptcy Judges, Presiding. BAP No. 11–1221.

Before: BERZON and WATFORD, Circuit Judges, and CARR, Senior District Judge. *

Opinion

MEMORANDUM **

*1 1. The bankruptcy court properly granted Deutsche Bank National Trust Co.'s motion for judgment on the pleadings with respect to Brian Davies' quiet title claim. The Bankruptcy Appellate Panel (BAP) affirmed the bankruptcy court's decision on the ground that Davies failed to offer to repay his outstanding debt on the property. We need not decide whether California law imposes a tender requirement where, as here, a borrower seeks to enjoin a foreclosure sale, or claims that the defendant lacks authority to foreclose. *Cf. Intengan v. BAC Home Loans Servicing LP,* 214 Cal.App.4th 1047, 154 Cal.Rptr.3d 727, 732 (2013); *Barrionuevo v. Chase Bank, N.A.,* 885 F.Supp.2d 964, 970–71 (N.D.Cal.2012) (citing *Dimock v. Emerald Props. LLC,* 81 Cal.App.4th 868, 97 Cal.Rptr.2d 255, 262 (2000)). We may affirm on any ground supported by the record, *In re Roman Catholic Archbishop of Portland in Or.,* 661 F.3d 417, 428 (9th Cir.2011), and do so because Davies has failed to plead facts showing he is entitled to quiet title against Deutsche Bank.

We assume, without deciding, that California law permits a debtor to bring a quiet title action to prevent a nonjudicial foreclosure sale. *Cf. Siliga v. Mortg. Elec. Registration*

Sys., Inc., 219 Cal.App.4th 75, 161 Cal.Rptr.3d 500, 505 (2013); *Jenkins v. JP Morgan Chase Bank, N.A.*, 216 Cal.App.4th 497, 156 Cal.Rptr.3d 912, 924 (2013). Even so, Davies has not pointed to any facts showing Deutsche Bank lacks authority to foreclose on his home. Davies has not demonstrated that the deed of trust is invalid. He concedes that he borrowed $441,350 to finance the purchase of his home, and that he has repaid only approximately $100,000 of that amount. Unable to contest the validity of the debt itself, Davies makes numerous factual allegations relating to defects in the assignment of the deed of trust, defects in the promissory note, and violations of the pooling and servicing agreement. None are sufficient to show that Deutsche Bank lacks authority to foreclose.

[1] First, the record shows that as an assignee of the deed of trust, Deutsche Bank had authority to initiate foreclosure proceedings. The recorded August 8, 2009, Assignment of Deed of Trust—which is the proper subject of judicial notice as a document of legal force—assigned the deed of trust to Deutsche Bank. *See Louisville & Nashville R.R. Co. v. Palmes*, 109 U.S. 244, 253, 3 S.Ct. 193, 27 L.Ed. 922 (1883). The fact that Mortgage Electronic Registration Systems, Inc. (MERS) executed the assignment does not impair its validity. In the deed of trust, Davies agreed to allow MERS to exercise his lender's foreclosure authority, and California law permits this arrangement. *See Gomes v. Countrywide Home Loans, Inc.*, 192 Cal.App.4th 1149, 121 Cal.Rptr.3d 819, 826–27 (2011). Nor does the complaint allege that Deutsche Bank was not in physical possession of the promissory note when it initiated foreclosure proceedings; we therefore need not decide whether such possession was required as a condition of foreclosing. *See, e.g., Siliga*, 161 Cal.Rptr.3d at 507 n. 5; *Shuster v. BAC Home Loans Servicing LP*, 211 Cal.App.4th 505, 149 Cal.Rptr.3d 749, 754 (2012); *Debrunner v. Deutsche Bank Nat'l Trust Co.*, 204 Cal.App.4th 433, 138 Cal.Rptr.3d 830, 835–36 (2012). And in light of the valid August 8, 2009, assignment, the subsequent unrecorded assignment, dated September 20, 2010, is simply a nullity.

***2** **[2]** Second, Davies' allegations related to the promissory note—including the modification of his marital status, the lack of his initials on a page of the deed, and other allegedly suspicious facts—are immaterial and irrelevant to the validity of Davies' debt.

[3] Finally, Davies cannot challenge violations of the pooling and servicing agreement. We recognize that California courts have divided over this issue. But the weight of authority holds that debtors in Davies' shoes—who are not parties to the pooling and servicing agreements—cannot challenge them. *See, e.g., Jenkins*, 156 Cal.Rptr.3d at 927; *see also Flores v. EMC Mortg. Co.*, —— F.Supp.2d ——, 2014 WL 641097, at *6 (E.D.Cal. Feb. 18, 2014) (collecting cases). *But see Glaski v. Bank of Am.*, 218 Cal.App.4th 1079, 160 Cal.Rptr.3d 449, 464–65 (2013). We believe the California Supreme Court, if confronted with this issue, would so hold.

As none of Davies' factual allegations suggest that the debt he owes on the deed of trust is invalid, that Deutsche Bank lacks authority to foreclose, or that Deutsche Bank has otherwise violated California's nonjudicial foreclosure statute, the bankruptcy court properly dismissed his quiet title claim.

2. The bankruptcy court properly dismissed Davies' declaratory judgment claim, as it is duplicative of his quiet title claim. *See City of Santa Maria v. Adam*, 211 Cal.App.4th 266, 149 Cal.Rptr.3d 491, 517 (2012) ("The purpose of a quiet title action is to finally settle and determine the parties' conflicting claims to the property and to obtain a declaration of the interest of each party.").

[4] 3. The bankruptcy court properly dismissed Davies' Truth in Lending Act (TILA) claim. TILA requires that assignees of mortgage debt notify the debtor of the assignment within thirty days. 15 U.S.C. § 1641(g)(1). Actions under TILA must be brought within one year of the violation. 15 U.S.C. § 1640(e). The assignment of the deed of trust to Deutsche Bank was recorded on August 20, 2009, indicating that Davies should have been notified by September 19, 2009. Davies therefore had until September 19, 2010, to file his TILA claim, but did not do so until January 2, 2011.

AFFIRMED.

CARR, Senior District Judge, dissenting:

***2** I respectfully dissent.

Footnotes

* The Honorable James G. Carr, Senior District Judge for the U.S. District Court for the Northern District of Ohio, sitting by designation.

** This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36–3.

End of Document

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3780 Kilroy Airport Way, Suite 130, Long Beach, California 90806.

On July 21, 2014, I served the following document(s): **ANSWER TO PEITTION FOR REVIEW** on the following interested parties in this action described as follows:

See Attached Service List

[X] **VIA OVERNIGHT MAIL/COURIER:** CCP §§ 1013(c), 2015.5 (AS INDICATED IN ATTACHED SERVICE LIST) : By placing a true copy thereof enclosed in a sealed envelope, addressed as above, and placing each for collection by overnight mail service or overnight courier service. I am readily familiar with my firm's business practice of collection and processing of correspondence for mailing with the processing of correspondence for overnight mail or overnight courier service, and any correspondence placed for collection for overnight delivery would in the ordinary course of business, be delivered to an authorized courier or delivery authorized by the overnight mail carrier to receive documents, with delivery fees paid or provided for, that same day for delivery on the following business day.

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

Executed on July 21, 2014, in Long Beach, California.

Tiffany Singer

SERVICE LIST

Richard L. Antognini,
LAW OFFICES OF RICHARD L.
ANTOGNINI
819 I Street
Lincoln, California 95648-1742
Telephone: (916) 645-7278
Attorneys for Plaintiff and Appellant
TSVETANA YVANOVA

District Court of Appeal – State of California
Second Appellate District – Division 1
Ronald Reagan State Building
300 S. Spring Street
2nd Floor, North Tower, Rm. 2217
Los Angeles, CA 90013

Superior Court of California
Attn: Judge Russell S. Kussman
Van Nuys Courthouse East
6230 Sylmar Avenue
Van Nuys, CA 91401