

JS 44 (Rev. 12/11)

District of Colorado Form

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Pembina Nation Little Shell Band
of North America

(b) County of Residence of First Listed Plaintiff Jefferson
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

PROPER PERSON
11825 Carmel Drive, Lakewood CO 80215

DEFENDANTS

Wells Fargo Bank NA AND Aronowitz
and Mecklenberg LLP

County of Residence of First Listed Defendant South Dakota/unknown
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Aronowitz & Mecklenberg LLP
1199 Bannock Street, Denver, CO 80204

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|---|---|---|---|--|--|
| <input type="checkbox"/> 110 Insurance | <input type="checkbox"/> 310 Airplane | <input type="checkbox"/> 365 Personal Injury - Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 | <input type="checkbox"/> 422 Appeal 28 USC 158 | <input type="checkbox"/> 375 False Claims Act |
| <input type="checkbox"/> 120 Marine | <input type="checkbox"/> 315 Airplane Product Liability | <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability | <input type="checkbox"/> 690 Other | <input type="checkbox"/> 423 Withdrawal 28 USC 157 | <input type="checkbox"/> 400 State Reapportionment |
| <input type="checkbox"/> 130 Miller Act | <input type="checkbox"/> 320 Assault, Libel & Slander | <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability | | <input type="checkbox"/> 820 Copyrights | <input checked="" type="checkbox"/> 410 Antitrust |
| <input type="checkbox"/> 140 Negotiable Instrument | <input type="checkbox"/> 330 Federal Employers' Liability | <input type="checkbox"/> 370 Other Fraud | | <input type="checkbox"/> 830 Patent | <input checked="" type="checkbox"/> 430 Banks and Banking |
| <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment | <input type="checkbox"/> 340 Marine | <input type="checkbox"/> 371 Truth in Lending | | <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 450 Commerce |
| <input type="checkbox"/> 151 Medicare Act | <input type="checkbox"/> 345 Marine Product Liability | <input type="checkbox"/> 380 Other Personal Property Damage | | | <input checked="" type="checkbox"/> 460 Deportation |
| <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) | <input type="checkbox"/> 350 Motor Vehicle | <input type="checkbox"/> 385 Property Damage Product Liability | | | <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations |
| <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits | <input type="checkbox"/> 355 Motor Vehicle Product Liability | | <input type="checkbox"/> 710 Fair Labor Standards Act | <input type="checkbox"/> 861 HIA (1395ff) | <input type="checkbox"/> 480 Consumer Credit |
| <input type="checkbox"/> 160 Stockholders' Suits | <input type="checkbox"/> 360 Other Personal Injury | | <input type="checkbox"/> 720 Labor/Mgmt. Relations | <input type="checkbox"/> 862 Black Lung (923) | <input type="checkbox"/> 490 Cable/Sat TV |
| <input type="checkbox"/> 190 Other Contract | <input type="checkbox"/> 362 Personal Injury - Med. Malpractice | | <input type="checkbox"/> 740 Railway Labor Act | <input type="checkbox"/> 863 DIWC/DIWW (405(g)) | <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange |
| <input type="checkbox"/> 195 Contract Product Liability | | | <input type="checkbox"/> 751 Family and Medical Leave Act | <input type="checkbox"/> 864 SSID Title XVI | <input checked="" type="checkbox"/> 890 Other Statutory Actions |
| <input type="checkbox"/> 196 Franchise | | | <input type="checkbox"/> 790 Other Labor Litigation | <input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 891 Agricultural Acts |
| | | | <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act | | <input type="checkbox"/> 893 Environmental Matters |
| <input type="checkbox"/> 210 Land Condemnation | <input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 510 Motions to Vacate Sentence | | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) | <input type="checkbox"/> 895 Freedom of Information Act |
| <input checked="" type="checkbox"/> 220 Foreclosure | <input type="checkbox"/> 441 Voting | Habeas Corpus: | | <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 896 Arbitration |
| <input type="checkbox"/> 230 Rent Lease & Ejectment | <input type="checkbox"/> 442 Employment | <input type="checkbox"/> 530 General | <input type="checkbox"/> 462 Naturalization Application | | <input checked="" type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision |
| <input type="checkbox"/> 240 Torts to Land | <input type="checkbox"/> 443 Housing/Accommodations | <input type="checkbox"/> 535 Death Penalty | <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) | | <input checked="" type="checkbox"/> 950 Constitutionality of State Statutes |
| <input checked="" type="checkbox"/> 245 Tort Product Liability | <input type="checkbox"/> 445 Amer. w/Disabilities - Employment | <input type="checkbox"/> 540 Mandamus & Other | <input type="checkbox"/> 465 Other Immigration Actions | | |
| <input checked="" type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 446 Amer. w/Disabilities - Other | <input type="checkbox"/> 550 Civil Rights | | | |
| | <input type="checkbox"/> 448 Education | <input type="checkbox"/> 555 Prison Condition | | | |
| | | <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | | | |

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

MASS TORT

Brief description of cause:

FRAUD, Theft of Real Property☐ AP Docket**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

\$29,660 USD PER PERSON

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ NoDATE August 6, 2012

SIGNATURE OF ATTORNEY OF RECORD

[Signature]**FOR OFFICE USE ONLY**

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

FILED
UNITED STATES DISTRICT COURT
DENVER, COLORADO

Civil Action No.:

AUG 06 2012

Pembina Nation Little Shell Band of North America,

GREGORY C. LANGHAM
CLERK

Plaintiff.

v.

WELLS FARGO BANK N.A., and
ARONOWITZ & MECKLENBERG LLP

Defendants.

COMPLAINT

PARTIES

The Pembina Nation Little Shell Band of North America, hereinafter Pembina, a **Treaty Tribe** as recognized by the united states of America's Executive Branch, Mr. Lincoln and Mr. Seward; Legislative Branch, the Senate; and the third branch of the united states of America's government the Supreme Court of the Judicial Branch, is the Plaintiff in this action. Earl H. Brauch, Trustee of the subject real property and representative of said property is a Proper Person representative in this action, mailing address:

11825 Carmel Drive, Lakewood, Colorado 80215, Telephone 720/341-2186.

WELLS FARGO BANK N.A. located at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, Defendant in this matter.

ARONOWITZ & MECKLENBERG LLP located at 1199 Bannock Street, Denver, Colorado 80204, Defendant in this matter.

FRAUD AND MISREPRESENTATION

1. Defendants Wells Fargo Bank N.A. and Aronowitz & Mecklenberg LLP, hereinafter Wells Fargo, have attempted to **fraudulently foreclose** upon the property described as, **Lot 21 Carmel Heights Subdivision, Jefferson County, Colorado; street address 11825 Carmel Drive, Lakewood, Colorado 80215.**
2. Wells Fargo has attempted to **fraudulently foreclose** upon the subject property in District Court Jefferson County, **State of Colorado** case number 12 CV 1715 which **lacks subject matter jurisdiction.** As specified in the EquityLine with FlexAbility Agreement and Disclosure Statement (the “Agreement”), Section 23: Governing Law; Severability paragraph 1, second sentence, lines 3-6, ***“In all other respects, this Agreement and all related documents, as well as the rights, remedies, and duties of the Bank and the Borrower(s), shall be governed and interpreted by federal law with respect to national banks and, to the extent not preempted by federal law, the laws of the state in which the Property is located.”***, as evidenced in **EXHIBIT 1** hereto attached. Likewise the Open-End Deed of Trust in the Definitions (I) ***“‘Applicable Law’ means all controlling applicable federal law ...”***, as evidenced in **EXHIBIT 2** hereto attached.
3. Wells Fargo has **fraudulently** attempted to misstate the alleged amount owed as being \$250,000.00 USD; when in fact the alleged amount owed is \$249,660.00 USD, as evidenced in **EXHIBIT 3**, hereto attached.
4. Wells Fargo has attempted to utilize a third party to collect this alleged debt in the state court case 12 CV 1715, as above, in **violation of Title 15, Chapter 41, Subchapter V, section 1692 U.S.C. Fair Debt Collections Practices Act.**

5. Wells Fargo has **fraudulently** attempted to collect an alleged debt from a **Native American Treaty Tribe** in violation of **Title 28 Subsection 1362 Indian Tribes U.S.C. U.S. District Courts Have Jurisdiction**, and **Title 28 Subsection 1652 U.S.C. State Laws as Rules of Decision**, “... *except where the Constitution or treaties of the U.S. or Acts of Congress otherwise require or provide...*” and therefore also, **Title 28 Subsection 1331 U.S.C. Federal Question Jurisdiction**. The Pembina Treaty Tribe, as above, is currently owed over *One Trillion Dollars by the U.S. as Tribal land sold to the U.S. was never paid for resulting in the Supreme Court Case, Turtle Mountain Band of Chippewa Indians, et.al, v. the United States, Appeal No. 6-72 Ind. Cl. Comm. Docket Nos. 118, 191, 246, 221, 221-A, and 350-C, 23 Ind. Cl. Comm. 315 (1970), 25 Ind. Cl. Comm. 179 (1971), 26 Ind. Cl. Comm. 336 (1971). Decided Jan. 23, 1974 (see pp. 453-459 therein)*.

6. Said Wells Fargo **fraudulent** foreclosure attempt upon Pembina Tribal Lands denotes further misstatement of fact in that the specified method for calculation of interest payments utilizes “the highest Prime Rate as published in the Western Edition of the WALL STREET JOURNAL ‘Money Rates’ table.” As specified in **EXHIBIT 1 the EquityLine with FlexAbility Agreement and Disclosure Statement (the “Agreement”)** Section 4: Line of Credit Advances Periodic Finance Charges, paragraph 2, lines 2-3. This “Index” is based upon L.I.B.O.R. **fraudulent** finance rates as are currently in the headlines across Europe and the U.S. denoting **fraudulent banking practices** utilized to establish said “Index”, as above, and therefore establishing a **fraudulent base interest rate** charged borrowers for the purposes of repayment of loans.

7. As is common knowledge, a debt instrument must be able to be repaid in full, and accurately, by the information required to be upon it's face in order for a common individual to be able to lawfully pay it in full.
8. Defendant Wells Fargo Bank N.A.'s utilization of Defendant Aronowitz & Mecklenberg LLP, violates **Title 15, Chapter 41, Subchapter V, Section 1692 U.S.C.**, as above, and also, establishes a conspiratorial aspect to this **fraudulent foreclosure attempt**.
9. . Wells Fargo's failure to notify the consumer include **12 C.F.R. Subsection 226.15**
Right of Rescission. (open end transactions) (3) *"The consumer may exercise the right to rescind until midnight of the third business day following the occurrence described in paragraph (a)(1) of this section that gave rise to the right of rescission, delivery of the notice required by paragraph (b) of this section, or delivery of all material disclosures, whichever occurs last. If the required notice and material disclosures are not delivered, the right to rescind shall expire 3 years after the occurrence giving rise to the right of rescission, or upon transfer of all of the consumer's interest in the property, or upon sale of the property, whichever occurs first. In the case of certain administrative proceedings, the rescission period shall be extended in accordance with **Subsection 125(f) of the act.**"*
Additional violation of this subsection under **(4)(b) Notice of right to rescind.** *"In any transaction or occurrence subject to rescission, a creditor shall deliver two copies of the notice of the right to rescind to each consumer entitled to rescind."*
10. Wells Fargo failed to properly disclose as required by **12 C.F.R. Subsection 226.5b**
Requirements for home equity plans. (d) Content of disclosures. *"The creditor shall provide the following disclosures, as applicable. (iii) An example based on a \$10,000 outstanding balance and a recent annual percentage rate, !0c showing the minimum*

*periodic payment, any balloon payment, and the time it would take to repay the \$10,000 outstanding balance if the consumer made only those payments and obtained no additional extensions of credit.” And yet again Wells Fargo fails to disclose pursuant to **Section 226.5b (12) (v) A statement that the consumer should ask about the current index value, margin, discount or premium, and annual percentage rate.***

11. Wells Fargo violates the **Truth in Lending Act 15 U.S.C. 1601 et seq.;** by misleading/misrepresentation of fact via the “Adjustable Rate Note” designed to confuse average consumers with legalese, or via other language, and confusion about interest rates and other charges denying consumers opportunity to shop a loan..
12. Wells Fargo again violates **Federal Trade Commission Section 5 – Unfair Business Practices-Deceptive Business Acts-Predatory Lending-Bait then Switch** in a classic “Bait then Switch” by initially offering a 10 year fixed rate loan at 7.625% interest rate, the final loan was a variable interest rate equity line of credit with an annual percentage rate of 7.375% which adjusts daily.
13. Another Wells Fargo deficiency violates **C.F.R. Subsection 226.19 Certain residential mortgage and variable-rate transactions (2) Re-disclosure required.**
14. Wells Fargo violated again **Federal Trade Commission Section 5,** and **Colorado Revised Statutes (C.R.S.) Subsection 6-1-112 Persons violating this act with unlawful acts against an elderly person must pay a civil penalty up to \$10,000 for each violation. Each elderly person involved constitutes a separate violation,** in Wells Fargo’s initial offering to the elderly (aged 79) Mrs. N. G. Brauch, thus constituting elder abuse.

15. Wells Fargo failed to consider the effect that **any** increase in the interest rate would have upon the ability to repay this loan in which **payments increased over 8.5 times the original payment**; their aim was to foreclose upon this, and many other loans, utilizing the methods demonstrated as above listed, and as further demonstrated in **Emerita Ross v. Mortgage Electronic Registration Systems, Inc., Case Number CV12-4830 United States District Court, Central District of California** and evidenced in **EXHIBIT 4** hereto attached, thus in violation of **5000 – FDIC Statements of Policy** – “*When an institution offers nontraditional mortgage loan products, underwriting standards should address the effect of a substantial payment increase on the borrower’s capacity to repay when loan amortization begins. Ensure that loan terms and underwriting standards are consistent with prudent lending practices, including consideration of a borrower’s repayment capacity; for all nontraditional mortgage loan products, an institution’s analysis of a borrower’s repayment capacity should include an evaluation of their ability to repay the debt by final maturity at the fully indexed rate, assuming a fully amortizing repayment schedule.*”
16. Additionally, Wells Fargo failed to ensure that their Settlement Agent, Security Title Guaranty Inc., now known as Fidelity National Title Co., provided a one-day advance inspection pursuant to **RESPA Subsection 3500.10, of HUD-1 or HUD-1A settlement statement; delivery; record keeping.** (a) **Inspection one day prior to settlement upon request by the borrower.** “*The settlement agent shall permit the borrower to inspect the HUD-1 or HUD-1A settlement statement, completed to set forth those items that are known to the settlement agent at the time of inspection, during the business day immediately preceding settlement.*”

17. Also, Wells Fargo violated the letter, as above detailed, as well as the spirit of this agreement; and yet again, amply revealed where C.R.S. 38-38-104 (V11)(b) **A legible copy of this Section and Sections 38-37-108, 38-38-104, 38-38-301, 38-38-304, 38-38-305, and 38-38-306 shall be sent with all notices pursuant to this Section.** The tiny font on letter sized paper, for an elderly, as well as, a youthful borrower is illegible.
18. Further violations by Wells Fargo are explained in the **Forensic Document Examiners Report** evidenced in **EXHIBIT 5** hereto attached.
19. Wells Fargo is well qualified, as above detailed, to be eligible for R.I.C.O. Title 18 Section 1341 U.S.C. Mail Fraud, as the monthly statements sent regarding loan and account status are an undeniable component of this **fraud**.
20. Again in violation of Title 18 Section 1343 U.S.C. Wire Fraud is part of this **fraud** where telephone communications, and other wire methods, are utilized by Wells Fargo in financial transactions.
21. Title 18 Section 1344 U.S.C. Financial Institution Fraud, as Wells Fargo Bank N.A. is a National Bank, and the above outlines **fraud** here yet again, Wells Fargo is fully culpable as per statute.
22. Regarding the massive L.I.B.O.R. **fraud**, just now finally, media announcements of perhaps the most massive fraud, other than the Federal Reserve System itself, ever perpetrated have involved Wells Fargo and many other financial institutions; institutions like Wells Fargo Bank N.A. that have **premeditatedly** traveled far down a pathway of deceit, manipulation, misrepresentation, misstatements of facts, document manipulations, betrayal of public trust, and out-and-out **fraud-in-your-face GREED** as a life style with total disregard for others/laws in every way, as amply evidenced herein, and now

everywhere via press releases, and in strenuous violation of **Title 18 Section 1957 U.S.C. Engaging in monetary transactions improperly derived from specified unlawful activity.** And, as is common knowledge, Wells Fargo Bank N.A., and the vast majority of the financial industry set their interest rates, and other most important rates that affect all of us, based primarily upon L.I.B.O.R. pronouncements of rate changes. These rates, if not listed as L.I.B.O.R., are like everything else financial, they are *derived FROM L.I.B.O.R.* Therefore, Wells Fargo continues on, knowingly, willfully and wantonly embracing the **fraudulently rigged L.I.B.O.R.** financial rates as did the other financial industry **banksters to unlawfully enrich themselves** with the herein above described methodology, as detailed in **EXHIBIT 4**, as above.

23. Violation of **Title 18 Section 1952 U.S.C. Racketeering,** is more than amply demonstrated by Wells Fargo **fraud** as herein described.
24. In view of all that has transpired and the extreme nature and intent of the above listed criminal violations, Wells Fargo richly deserves yet another lawful redress as in **Title 18 Sections 1961-1968, specifically 1964 U.S.C.,** where three (3) times the amount of damages is specified.
25. With the obvious foreknowledge by Wells Fargo of all of the above listed violations, in many financial transactions, **Title 18, Part 1, Chapter 1, Section 4 U.S.C. Misprision of Felony,** is applicable in this matter.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment against Defendants in whole and in part as follows:

- A. Monetary damages of \$249,660.00 ;
- B. Restoration of the Title to the subject property to the Plaintiff free of all

encumbrances, or other attachments, liens, etc., placed, or caused to be placed upon said property by Defendants, their agents, or assigns;

- C. Punitive damages of three (3) times the damage amounts;
- D. Statutory relief under the specific statutes, and other citations, as above;
- E. Restitution damages;
- F. Pre- and post-judgment interest;
- G. Attorney fees, costs, expenses;
- H. For such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands that this matter be tried to a jury as permitted by law.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Earl H. Brauch, Trustee". The signature is fluid and cursive, with the last name "Brauch" being the most prominent part.

Earl H. Brauch, Trustee

Mailing Address:

11825 Carmel Drive

Lakewood, Colorado

80215

Telephone: 720/341-2186

CERTIFICATE OF SERVICE

I hereby attest and affirm, that a correct, complete, and true copy of this COMPLAINT, INFORMATION FOR TEMPORARY RESTRAINING ORDER, AFFIDAVIT, and ATTACHMENTS was either U.S. Mailed, or hand delivered on this 6th day of August, 2012 to the following:

Alfred J. Araj Courthouse
901 19th Street
A105
Denver, Colorado 80294

Aronowitz & Mecklenberg LLP
1199 Bannock Street
Denver, Colorado 80204

Wells Fargo Bank N.A.
101 North Phillips Avenue
Sioux Falls, South Dakota 57104

Respectfully,

A handwritten signature in black ink, appearing to read "Earl H. Brauch". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Earl H. Brauch
Mailing Address:
11825 Carmel Drive
Lakewood, Colorado
80215
Telephone: 720/341-2186

**AFFIDAVIT OF EARL H. BRAUCH
RESPECTING FRAUDULENT FORECLOSURE**

COUNTY OF JEFFERSON))
STATE OF COLORADO))

I, Earl Hamilton Brauch do hereby swear, affirm, attest, and depose before the ultimate authority as follows:

1. I am competent and of legal age, I am not under the influence of any substance, and I have first hand knowledge of facts related herein which are true, complete, and correct to the best of my knowledge; and further,
2. I am a member of the Pembina Nation Little Shell Band of North America; and further.
3. I am Trustee of and represent the property known as **Lot 21 Carmel Heights Subdivision, County of Jefferson, State of Colorado, otherwise known as-11825 Carmel Drive, Lakewood, Colorado 80215**; and further,
4. Aronowitz and Mecklenberg LLP representing Wells Fargo Bank N.A. have fraudulently attempted to foreclose upon the subject real property in State Court with out subject matter jurisdiction and with fraud rampant in the process of loan origination and the foreclosure process; said fraud renders the loan void ab initio; and further,
5. I have undertaken the task of suing both of the fraudulent foreclosure attempt coconspirators in United States District Court as I am the only one that can represent the subject property in this matter.

I further sayeth not at this time.

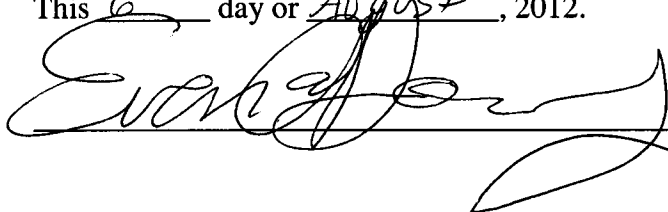


Earl H. Brauch Affiant

Date: August 6, 2012

COUNTY OF JEFFERSON, STATE OF COLORADO

Subscribed and sworn before me in county of Jefferson. State of Colorado,
This 6th day or August, 2012.



My Commission expires 3/1/2016

