

IN THE SUPREME COURT
OF THE STATE OF WASHINGTON

FILED
MAR 3 2016
WASHINGTON STATE
SUPREME COURT

SUPREME COURT NO. 92848-7

COURT OF APPEALS NO. 73023-1-I

Levi A. Lake

Appellant

v.

Premier Financial Services,

Respondent

PETITION FOR REVIEW

Levi A. Lake (Pro Se)
500 Kirkland Ave A-3
Kirkland, WA. 98033
206-792-0491

2016 MAR 15 11:57
STATE OF WASHINGTON
SUPREME COURT

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I. IDENTITY OF THE PETITIONER

Levi A. Lake, appellant below, hereby petitions for review of the Court of Appeals decision identified in Part II.

II. CITATION TO COURT OF APPEALS DECISION

Appellant seeks review of the unpublished opinion Denying Motion for Reconsideration issued by the Court of Appeals for Division 1 in the case of Levi A. Lake v. Premier Financial Services, The Court of Appeals denied Appellants' motion for reconsideration on December 16, 2015.

III. ISSUES PRESENTED FOR REVIEW

1. Can the Superior Court and the Court of Appeals overrule the Supreme Court of the State of Washington and rule in opposition to them?
2. Can the Superior Court and the Court of Appeals ignore the Bain decision, (MERS is not a Beneficiary). And demand that a property owner must treat MERS as a Beneficiary and all the subsequent Fraudulent and Void ab initio Assignments that follow from that MERS Assignment, thus overturning Bain?
3. Can the Court ignore RCW 24.06.060 Service of Process on Corporation and instead demand that the Appellant use RCW 4.28.100 Service of Summons by Publication. And using that as a weapon against Appellent to derail his lawful and legal action, in flagrant violation of law?

STATEMENT OF CASE

Appellant Filed a Quiet Title action on August 9, 2014 in King Superior Court case no. 14-2-22800-7 SEA. After years of trying to learn who claimed to be the owner of his alleged note. Appellant refinanced his property in November of 2005 with a Premier Financial Services, Inc. It was sold to him as a portfolio loan. In 2009 he contacted the loan servicer for a refinance at which time he was informed that Premier Financial **[Was Not]** the owner and that it was securitized to some investors somewhere. There was no further information available. Shortly thereafter the loan Servicer was seized by the FDIC, sometime later, a letter was received from New York Community Bank, acting as receiver for FDIC, stating that the alleged loan servicing had been "sold" to Nationstar Mortgage, LLC. Appellant sent to New York Community Bank, Qualified Written Request Letter(s) (QWR). At which time an allonge was sent to him showing that the Alleged loan had been assigned the same day that paperwork was signed at an escrow office in Kirkland, WA. That proved that Premier Financial **[was not]** the lender and was in fact a strawman for a Table Funded loan, and that is in violation of the Truth In Lending Act (TILA). No loan was Consummated, ever, there is **[No]** Functioning Lender.

Sometime later appellant received a letter from Nationstar Mortgage claiming that they were the Owner/Beneficiary of the Note and Servicer of the alleged loan. Through many, many letter(s) including (QWR) Nationstar went from owner of the Note (but appellant was not allowed to see it). To Fannie Mae was the Owner/Beneficiary of the Note and Nationstar was the servicer of the alleged loan.

(MERS) recorded an assignment in October of 2010 at the King County Recorder's Office assigning **all of MERS Beneficial interest in appellants Deed of Trust.**

There are Three (3) Fraudulent Assignments that have been recorded on appellants chain of title. One (1) from Mortgage Electronic Registration System, Inc. (MERS). Two (2) New York Community Bank to Nationstar Mortgage. Three (3) Nationstar appointing a successor trustee

Who claims Nationstar is the "Present Beneficiary". These fraudulent assignments were recorded in violation of RCW 40.16.030 offering false instrument for recording. All of these assignments are void and void ab initio.

On November 4th, 2014 Commissioner Carlos Valatagui Denied appellants Motion on the grounds that Lake did not give notice to "all parties in interest" as assignees of Premiers Note and Deed of trust. Completely ignoring the complaint and exhibits that prove that the assignments are Fraudulent under the Bain decision. He noted that Lake needs to notice all entities claiming an interest in the property. Stating notice must be given to all fraudulent parties via publication RCW 4.28.100. The Commissioner and others completely ignore that notice was given to the "only party in interest" Premier Financial was served RCW 4.28.090 via the Secretary of State's Office. Lake's Affidavit and Declaration that was attached to the original complaint.

Lake file for a Motion for Revision on November 12, 2014 to clarify that MERS is not a Beneficiary and that MERS cannot assign rights it does not hold. And that the proper and only entity [**has been**] served and that lake holds superior title via the land patent. See RCW 7.38.280. Judge Roger Rogoff ruled on January 2, 2015 "Plaintiff served Defendant via publication with no order authorizing such manner of service. As such, the lawsuit must be dismissed. Moreover, of Premier Financial Services has assigned the note and deed of trust to "other parties", those parties must be served. The court affirms the Commissioner's ruling and adopts his findings.

The court of Appeals, follows the same logic, demanding that appellant notice all Fraudulent conveyances that are void ab initio. MERS cannot assign what it does not hold and the following assignments cannot claim to hold rights that were never given to them, it's all a Fraud. Why is the court demanding that Lake as a victim of Fraud and Abuse. Give legal standing to "assigns" that have NO LEGAL STANDING and suspend reality and act like they have a

legal claim to Lakes property when in fact they **[do not]**. The facts have been stated over and over again to the courts and all relevant documents have been submitted. They can see without a doubt that the "assignees" are frauds with no claims or standing in any court. Further; Premier Financial was served under RCW 4.28.090 yet the court ignores the statute and requires me to serve notice under RCW 4.28.100 to parties who have **[no legally protected property interest]**.

Appellant did publish a legal notice to Premier Financial for six consecutive weeks in addition to the process of service under RCW 4.28.090. Lake is not required to get an order from the court to publish. Defendant was served and Lake went above and beyond of what is required in law for notice. Lake was never in contract [offer, acceptance and consideration] with whomever sent money to an escrow office in Kirkland, WA.

on November of 2005, There was never any consummation of contract on that or any other day. No one knows what happen to the money trail, no one has come forward with proof of any loan or monies lent and no one knows what happen, it's gone. The fraudulent "trustee" cancelled the illegal foreclosure action when confronted with the facts that Nationstar went from Owner and Beneficiary of the note to just the Servicer of the loan and that Federal National Mortgage Association [Fannie Mae] was the owner and beneficiary of the note.

Two (2) Declarations of Beneficiaries have been presented to Appellant, the first one stated that Nationstar was the Owner and beneficiary of the note. When lake pointed out to the "Trustee" that under Nationstar's own writings that they were not the Owner of the Note and were not the Beneficiary the foreclosure sale was cancelled.

Shortly after that cancelled sale, the "Trustee" sent a **[second]** Declaration of Beneficiary to Lake stating that Fannie Mae was the Owner of the Note and the Beneficiary.

When Lake pointed out to the fraudster "Trustee" that Fannie Mae **[is not]** the owner

and has [no] knowledge of Lakes property.

That was the last time Lake had any contact with anyone from Nationstar or any "Trustee".

They clearly were caught in their own web of lies and fraud, laying bare the Fraud and perjury of the Declaration of Beneficiary myth.

Appellant has met all of the legal requirements and holds superior title via the land patent, for a grant of Quiet Title by the laws of the state of Washington. The courts have all the documents and see the truth but refuse to Grant Lake what he is legally entitled to.

RCW 7.28.010 States that Any person having a valid interest in real property, and a right to the possession thereof, may recover the same by action in the superior court of the proper county. Against any person claiming the title or some interest therein, and may have judgment in such action quieting or removing a cloud from plaintiff's title.

RCW 7.28.280 If either party claims the property as a donee of the United States, and under the act of congress approved September 27th, 1850, commonly called the "Donation law" as provided in said act, shall be deemed to have a legal estate in fee, which estate is unconditional and inalienable. Any person or private or municipal corporation claiming title to any real property under a patent from the United States or claim of title to such real property under patent may maintain a civil action against any person, persons, corporations, or associations.

RCW 24.06.060 Service of Process on Corporation. Whenever a corporation shall fail to appoint or maintain a registered agent in this state, or whenever its registered agent cannot with reasonable diligence be found at the registered office, then the secretary of state shall be an agent of such corporation upon whom any such process, notice, or demand may be served. Due Process of Service was done via the Secretary of state, that the information has been submitted and is ready apparent to the court.

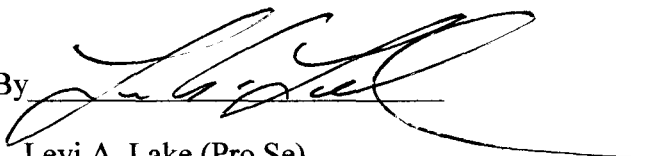
RCW 65.08.090 Letters Patent from the United States or the state of Washington granting real property many be recorded in the office of the recording officer of the county where such property is situated in the same manner and with like effect as a conveyance that is entitled to be recorded.

CONCLUSION

I find hard to believe that a private property owner in the State of Washington can go into court with all the facts and clearly demonstrated fraud and have all the laws and statutes clearly enumerated that are on the books for him to find legal relief and fair treatment, gets nothing of the sort. So one can only wonder, why are there laws and statutes at all? Clearly something has gone horribly wrong with the "justice system". I don't know who's interest the courts are protecting, but it sure is not the private property owners in the State of Washington. If the Supreme Court does not review and rule on Lake's case than the rule of law is [dead]. And we as a people have crossed the rubicon.

Levi A. Lake request that the Court grant review of the court of appeals' decision.

RESPECTFULLY SUBMITTED January 13, 2016.

By 
Levi A. Lake (Pro Se)

note: pages 10+
11 rec'd on
4-1-16-
See attached

Please include these Pages 10 and 11 with my Petition, I forget to include this information when I submitted my Petition to the court. I wanted to clarify these points:

Fannie Mae is **[not]** the owner of the Note, and never has been and has no knowledge of the property. I stress this point because after Nationstar could no longer explain how they could be A Owner/Beneficiary of the note. Nationstar changed their story and admitted that they were **[not]** the owner of the note, and said that Fannie Mae is the owner of the note and that Nationstar was the "Holder" for them. When I pointed out that Fannie Mae was **not** the Owner of the note, Nationstar claimed to be a "holder" for some "unidentified" owner and cannot explain how they became a "Holder" for this unidentified owner in the first place. When their claim comes from a fraudulent and Void ab initio assignment executed by (MERS) dated October 25, 2010 purporting to transfer "All beneficial interest under a certain Deed of Trust Dated 11/7/2005".

Premier Financial Services, never lent any money. They acted as a strawman, the real lender was hidden, which is in violation of the truth in lending act (TILA) and Regulation Z. And is in contravention of basic contract law, offer, acceptance and consideration. Which never occurred and by extension no consummation ever occurred. I know this because many years later an Allonge that was never attached to the note, was sent to me that was executed the same day that papers were signed at an escrow office in Kirkland WA. That proves that Premier never lent any money and as I discovered years later Premier was not a lender but a Broker who merely generated customers for others and hide that fact and acted as a [straw man] to their customers. That allonge assigned to AmTrust Bank, was a fraudulent document to begin with. (Premier) never held a beneficial interest to assign to anybody in the first instance. AmTrust acted as a servicer, and as I was told many times, they were only the servicer and not

the "owner" of the note. The only information that AmTrust could give me was that it had been Securitized and is owned by a "group of investors", that was the only information available to AmTrust and myself. Years later (MERS) assigned there "Beneficial interest" to New York Community Bank and New York Community assigned "their" beneficial interest to Nationstar. (MERS) holds no beneficial interest to assign to anyone. Both of the these fraudulent Assignments are [void ab initio]. Not only the Bain decision said (MERS) is not a beneficiary but In fact Fannie Mae on October 30, 2009 updated its guide, to make it abundantly clear that (MERS) has no beneficial Interest in the security instrument, the note, the title evidence, and all other documents and papers that "evidence the debt". 04/15/2014 Fannie Mae states as follows: [Even when MERS is named as the nominee for the beneficiary in the security instrument, it has no Beneficial Interest in the Mortgage]. So when Judge Rogoff ruled that Premier Assigned it's rights that was a wrong decision by the plain reading of the facts. The fact is, that there is no Real Party In Interested with standing that can be noticed of this legal action. There is no chain of ownership that can be found, the trail stops with AmTrust and there is no documents or Money trail or other information to show what Happen to the alleged note and deed of trust. It is just simply gone and no one knows that happened. I am the only legal and lawful owner of my home and land, I hold superior title. A notice of rescission was sent to (Premier) dated January 29, 2015 via the Secretary of State of Washington office. (premier) was administratively dissolved by the Secretary in December of 2008. Out an abundance of caution, a notice of rescission was mailed to Nationstar Mortgage dated January 31, 2015 and was received in their mailroom on February 9, 2015 at 11:12 am, thereby rendering the alleged note and deed of trust "void" by operation of law. The instruments are void at the time of mailing , it's a done deal. That is what the Truth In Lending Act (TILA) and Regulation Z and a unanimous decision of the US Supreme Court said in the Jesinoski decision. The note and deed of trust are rendered void at the time of mailing. There is no debt owed to the unidentified beneficiary or claimed beneficiary on the deed of trust. I am the only Legal and Lawful owner of the property.

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON
DIVISION ONE

LEVI A. LAKE,)	No. 73023-1-I
)	
Appellant,)	
)	
v.)	UNPUBLISHED OPINION
)	
PREMIER FINANCIAL SERVICES,)	
INC.,)	
)	
Respondent.)	FILED: November 9, 2015

SCHINDLER, J. — Levi A. Lake appeals the order dismissing his quiet title action. Because Lake did not comply with the statutory requirements for service by publication under RCW 4.28.100, we affirm the dismissal of the quiet title action against Premier Financial Services Inc. (Premier).

On August 19, 2014, Lake filed a quiet title action against Premier. Lake published the summons in The Daily Journal of Commerce for six consecutive weeks. On October 27, Lake filed a motion for entry of a default judgment. A superior court commissioner entered an order dismissing the case with prejudice because Lake did not properly serve “all the parties in interest.” The superior court denied the motion to revise. The order states:

Plaintiff served Defendant via publication with no order authorizing such manner of service. As such, the lawsuit must be dismissed.

Moreover, if Premier Financial Services has assigned the note and deed of trust to other parties, those parties must be served.

The court affirms the Commissioner's ruling and adopts his findings.^[1]

Lake appeals. In ruling on a motion for revision, the superior court reviews the decision of the commissioner de novo based upon the evidence and issues previously presented. State v. Ramer, 151 Wn.2d 106, 113, 86 P.3d 132 (2004) (citing In re Marriage of Moody, 137 Wn.2d 979, 993, 976 P.2d 1240 (1999)). However, where the superior court makes a decision on revision, the appeal is from the superior court decision, not the commissioner's decision. Ramer, 151 Wn.2d at 113. Whether a plaintiff has satisfied the requirements for service by publication under RCW 4.28.100 is a question of law we review de novo. Rodriguez v. James-Jackson, 127 Wn. App. 139, 144, 111 P.3d 271 (2005).

RCW 4.28.100 authorizes service by publication. Because service by publication is "in derogation of the common law," a party must strictly comply with the statute authorizing service by publication. Dobbins v. Mendoza, 88 Wn. App. 862, 871, 947 P.2d 1229 (1997). RCW 4.28.100 authorizes service by publication when "the defendant cannot be found within the state" and "upon the filing of an affidavit of the plaintiff . . . with the clerk of the court." RCW 4.28.100 states, in pertinent part:

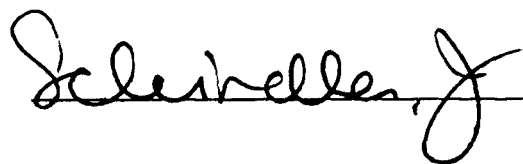
Service of summons by publication—When authorized. When the defendant cannot be found within the state, and upon the filing of an affidavit of the plaintiff . . . with the clerk of the court, stating that he or she believes that the defendant is not a resident of the state, or cannot be found therein, and that he or she has deposited a copy of the summons

¹ As noted in the order, the record indicates Premier assigned the deed of trust to a third party, and as of June 26, 2014, Nationstar Mortgage LLC was the "servicer and holder of the promissory note or other obligation secured by the deed of trust" for Lake's property. Notice must be reasonably calculated, under all circumstances, to apprise all interested parties of the action and afford them the opportunity to present their objections. Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314, 70 S. Ct. 652, 657, 94 L. Ed. 865 (1950).

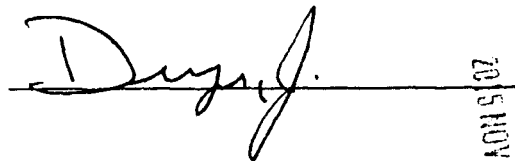
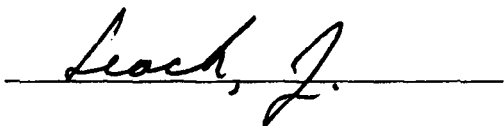
... and complaint in the post office, directed to the defendant at his or her place of residence, unless it is stated in the affidavit that such residence is not known to the affiant, and stating the existence of one of the cases hereinafter specified, the service may be made by publication of the summons, by the plaintiff or his or her attorney.^[2]

The record establishes Lake did not file an affidavit with the clerk of the court as required by RCW 4.28.100. After filing the appeal on January 30, 2015, Lake sent a letter to this court and attached a "Motion and Declaration for Service of Summons by Publication" and an unsigned "Order for Service of Summons by Publication." But the record reflects Lake did not file the Motion and Declaration for Service of Summons by Publication with the clerk of the superior court.³ There is no King County Superior Court clerk date or file stamp affixed.

Because Lake did not strictly comply with the requirements for service by publication under RCW 4.28.100, we affirm the dismissal of the quiet title action against Premier.



WE CONCUR:



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CLERK OF SUPERIOR COURT
KING COUNTY WASHINGTON

² Boldface in original.

³ We also note the declaration does not comply with the requirements of RCW 4.28.100.