

FIRST JUDICIAL DISTRICT COURT
STATE OF NEW MEXICO
SANTA FE COUNTY

WELLS FARGO BANK, N.A., AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE HARBORVIEW MORTGAGE LOAN TRUST
MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2007-1,
Plaintiff,

vs.

D-101-CV-2013-00904

Marcelina MartinezTM, et al.,
Defendants.

**EXPEDITED MOTION FOR DISQUALIFICATION AND RECUSAL
OF THE COURT FOR APPEARANCE OF BIAS AND ACTUAL BIAS**

COMES NOW :Marcelina-Yolanda; .Martinez, owner of the name “Marcelina MartinezTM” hereinafter “Marcelina”, making a special appearance without waiving any rights, remedies, or defenses, statutory or procedural to provide this *expedited* motion for disqualification and request for recusal of the court for egregious bias and appearance of bias. This motion arises from conduct by Judge Bryan Biedscheid, who is also currently acting as chief judge for the First Judicial District Court and his failure to recuse in the present case.

FACTS

1. On 8/18/2021 Marcelina recorded with the Santa Fe County Clerk, as instrument number 1962997, and filed into this Court an Affidavit of Marcelina Martinez Appearance of Bias by Judge Brian Biedscheid (sic).
2. This Affidavit contains facts relating to the presentment hearing resulting in *Order Confirming Sale and Special Master’s Report* wherein Judge Biedscheid clearly exhibited bias by arguing on behalf of the plaintiff and giving himself authority he did not have. The affidavit has never been refuted or rebutted.

- a. In that hearing, Marcelina asked Bryan Biedscheid for the statute that gives him authority to grant possession of property to a third party who has never made an appearance in the case and has never invoked the jurisdiction of the Court. Specifically, Marcelina asked what gave him authority to grant possession of property to any one at all.
 - b. Arguing on behalf of the plaintiff, when the plaintiff had never invoked or mentioned the statutes, Judge Biedscheid claimed that NMSA 1978 §§ 39-5-1 to 39-5-23 gave him this authority.
 - c. NMSA 1978 §§ 39-5-1 to 39-5-23 gives no such authority thus Judge Biedscheid took it upon himself to grant possession to a non-party, “purchaser”, without having personal jurisdiction over that party and without any subject matter jurisdiction having been invoked.
3. It was apparent that the so-called special master’s sale in this case was conducted at the behest of the attorney for the plaintiff and that the special master and plaintiff were involved in *ex parte* communications.
4. Because the special master is an appointee of the Court, Marcelina sought information regarding the sale from both the Court and the special master under the authority of the Inspection of Public Records Act, NMSA 1978 §§ 14-2-1 et seq.
5. Both the First Judicial District Court and the special master refused to provide the information requested, thus Marcelina filed a lawsuit to enforce IPRA on 6/23/2021 as case D-101-CV-2021-01403.
6. This case also involves a claim against special master David Washburn under NMSA 1978 § 36-2-28.1; Unauthorized Practice of Law (UPL); private remedies.

7. The First Judicial District Court has failed to answer Marcelina's First Amended Complaint, which was filed and served in March of 2022.

8. The First Judicial District Court has failed to excuse itself from overseeing case D-101-CV-2021-01403.

9. Case D-101-CV-2021-01403 specifically involves actions by the Court and its appointee David Washburn as special master in the present case yet Judge Bryan Biedscheid has failed to recuse in the present case.

JUDGE BIEDSCHEID CONFIRMED AND APPROVED A SALE EGREGIOUSLY IN EXCESS OF THE ALLOWED JUDGMENT

10. In the course of scrutinizing details surrounding the special master's sale in the process of prosecuting Marcelina's IPRA and UPL case D-101-CV-2021-01403, Marcelina discovered egregious misconduct with regards to accounting leading to the Order Confirming Sale and Special Master's Report. See **Exhibit 1**, the Motion for Temporary Restraining Order, Preliminary and Permanent Injunction against Defendants NSI and David Washburn due to their unauthorized practice of law filed in that case on 6/3/2022 (abridged exhibits are attached).

a. The amount claimed to be the judgment amount in the Notice of Sale is ***\$124,235.86*** OVER the amount actually allowed in the In Rem Judgment filed on 8/22/16 in this case.

Ex. 1-A, ¶ MM and **Ex. 1-D**, ¶ 2, P.2.

b. The Notice of Sale prescribes interest from May 30, 2015 to the date of sale when the Judgment specifically only allows interest from the date of judgment, stating, "[t]he foregoing in rem Judgment shall bear interest at the prescribed rate from and including today's date until and including the date of foreclosure sale hereinafter set out." **Ex. 1-A**, ¶ NN.

- c. The Notice of Sale erroneously prescribes an interest rate of 3.3750% when *the Court had never approved an interest rate whatsoever*. The Motion for Summary Judgment specifically states that a separate motion would be filed seeking interest and other fees, *which was never filed*.
- d. The Notice of Sale does not provide a total amount, that would allow any potential bidders to have full notice and disclosure.
- e. The Report of Special Master filed on 3/4/2021 claims the “highest bidder” was made via a credit bid by WFBNA but does not provide a final amount against which the bid was purportedly credited.
- f. The first time a total is provided is in the Order Confirming Sale and Special Master’s Report, submitted by Solomon Krotzer of Houser LLP.
- g. The amount claimed to have been the judgment plus interest and costs of sale was \$738,049.29. **Ex. 1-F, ¶ 2, P.2.**
- h. This amount is **\$244,347.16** *greater than* the judgment and interest allowed.
- i. Judge Bryan Biedscheid confirmed and approved a “sale” in such an excessive amount from the judgment that it shocks the conscience.
- j. When reviewing the record, it appears Judge Bryan Biedscheid himself made these egregiously excessive miscalculations.

PRELIMINARY DISCOVERY IN CASE D-101-CV-2021-01403 INDICATES DAVID WASHBURN LACKS LEGAL TRAINING TO CONDUCT FORECLOSURE SALES

- 11. Despite Judge Biedscheid’s belief that the sale of the title/judgment lien to one’s property is “perfunctory”, based on the miscalculations above it is clear that the special master should have some knowledge of the law as well as accounting.

12. Defendant National Service & Investigations, Inc. (NSI) in case D-101-CV-2021-01403 is the private company that employs David Washburn, who acts as the court's appointee as special master in numerous foreclosure cases.

13. In response to Marcelina's first request for admissions NSI admitted the following:

- a. The incorporator(s) and officers of NSI are not authorized to practice law in New Mexico;
- b. The officers of NSI are not authorized to practice law in New Mexico;
- c. NSI does not employ individuals authorized to practice law in New Mexico.

Ex. 1-K, ## 1 - 3

14. It is clear that a controversy exists with regards to the special master's alleged appointment and actions in the present case, which gave rise to the causes of action in case D-101-CV-2021-01403.

15. This Court has no authority to render a decision in a case in which it is a named defendant and also in which its "employee", the special master, is named defendant. See D-101-CV-2015-01387, [07-07-15] Notice of Recusal (all FJDC Judges Recused); [07-09-15] Notice – All District Court Judges Excused/Recused.

16. Because the outcome of case D-101-CV-2021-01403 will affect the validity of the "sale" in the present case and it was Judge Bryan Biedscheid's appointed special master's actions in the present case that gave rise to the causes of action in D-101-CV-2021-01403, his failure to excuse in the present case constitutes an egregious conflict of interest.

ARGUMENT

Rule 21-211 requires,

"A judge shall disqualify himself or herself in any proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to the

following circumstances: (1) The judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of facts that are in dispute in the proceeding."

"A judge shall perform the duties of judicial office, including administrative duties, without bias or prejudice." 21-203 NMRA. "A judge who manifests bias or prejudice in a proceeding impairs the fairness of the proceeding and brings the judiciary into disrepute." Committee commentary [1]. Rule 21-101 NMRA requires, "A judge shall respect and comply with the law, including the Code of Judicial Conduct." Rule 21-202 requires, "A judge shall uphold and apply the law and shall perform all duties of judicial office fairly and impartially." Rule 21-204 requires, "B. A judge shall not permit family, social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment." and "C. A judge shall not convey or permit others to convey that any person *or* organization is in a position to influence the judge."

"A judge shall disqualify himself in any proceeding in which his impartiality might be reasonably questioned." *City of Albuquerque v. Chavez*, 941 P.2d 509 123 N.M. 428 at 514 citing 28 U.S.C. § 455(a) and NMRA 1997, 21-400(A) (corresponding new rule 21-211A). It is not necessary that a party show actual bias. *See Id.* at 515.

In this case Judge Biedscheid has not only given an appearance, he has also shown actual bias. First, by arguing on behalf of the plaintiff, citing statutes that had never before been invoked or cited by the plaintiff, and then by continuing to attempt to act in this matter with regards to a challenged "Application for Writ of Assistance".

A writ of assistance should be granted in extraordinary circumstances and has strict requirements, including a verified petition. See Rule 1-065(C) NMRA. In this case attorney firm Aldridge Pite LLP made a "limited appearance" citing a metropolitan court rule on behalf

of the “purchaser”, not to be confused with the “plaintiff”, which is no longer in this action, as no controversy exists to ask for a writ of assistance. In its application it cited the ejectment statute, NMSA 1978 §§ 42-4-1, et seq.; however, nothing about its application or this action conforms to the strict statutory requirements of ejectment.

Marcelina made these arguments, citing property authority, in her objection to the application. In addition, the attorneys that have recently made an appearance in this case do not seem to know whether they are coming or going. At times they claim to represent the plaintiff, then at other times they claim to represent the purchaser, and the attorney for the plaintiff arguing on behalf of the purchaser to the extent that the supposed actual attorney for the purchaser withdrew its reply in support of its application. If it were not such a serious and grave issue that this Court would direct an armed sheriff to dispossess someone of property, it would be comical.

In this case Judge Biedscheid made his decision to grant the application without a hearing and without ever seeing an actual order or writ, and without waiting to review any objections that might be made to the proposed order. See **Exhibit 2** attached, wherein Judge Biedscheid directed his clerk to inform the parties in this case of his intention to grant the writ, without ever holding a hearing or allowing due process. Judge Biedscheid was quick to decide he should grant the writ despite the fact that title was never litigated in this action. Repeat: *title was never litigated in this action*. TITLE WAS NEVER LITIGATED IN THIS ACTION. “A foreclosure action is used to establish the priority of various liens; it does not necessarily litigate title to land.” See *Romero v. State*, 1982-NMSC-028, 97 N.M. 569, 642 P.2d 172 at {19}.

Due to Judge Biedscheid's egregious bias, he would place both Santa Fe County and its sheriff in a serious position of liability by issuing the writ and the sheriff having no awareness or understanding of Judge Biedscheid's actions. The sheriff would thus effect serious harm upon Marcelina by executing such a defective writ.

Such actions would also subject the taxpayers of Santa Fe County to foot the bill to defend the sheriff for actions under a contract with the plaintiff in this case, not via any constitutional warrant, yet Judge Biedscheid appears to have no concern for the inhabitants of the County. As provided in *Specht v. Jensen*, 832 F.2d 1516 (10th Cir. 1987),

When a government official affirmatively facilitates or encourages an unreasonable search [or seizure] performed by a private person, a constitutional violation occurs. *See, e.g., Booker v. City of Atlanta*, 776 F.2d 272, 274 (11th Cir.1985) (police presence, even absent active participation, could provide an intimidating "cachet of legality" establishing a constitutional violation); *Harris v. City of Roseburg*, 664 F.2d 1121, 1127 (9th Cir.1981) (issue whether police officer did more than merely "stand by in case of trouble" involves factual determination.).

A writ of assistance granted through a civil action on behalf of a private party directed to the sheriff for execution is no different than a summons provided to a sheriff by a private party to serve a civil action. In this situation a sheriff is not acting under its law enforcement authority but merely as a process server, paid via a private contract between the paralegal of the attorney firm requesting the writ, which can be properly challenged. *See e.g. Exhibit 3*, Letter/Contract between Aldridge Pite LLP and Santa Fe County Sheriff, writ issued by Judge Bryan Biedscheid.

Judge Biedscheid's actions have placed the Santa Fe County sheriff in a position of liability in numerous cases already. His failure to excuse from this action would show malicious intent. For numerous reasons, including the fact that Judge Biedscheid's appointee in this case is a defendant for actions taken under Judge Biedscheid's watch wherein Marcelina is the plaintiff

and also because the First Judicial District Court is also a named defendant, Judge Biedscheid and the Court have no discretion to refuse to disqualify himself/itself from the present proceeding.

Marcelina did not seek approval from the plaintiff in this case, because there is no longer a controversy with the plaintiff and the foreclosure case has been closed. Marcelina did not seek approval from the alleged “purchaser”, because it is not a proper party to this case and the court lacks personal jurisdiction over the “purchaser”.

Submitted by,

/s/**Marcelina-Yolanda; .Martinez**

Marcelina Martinez™
c/o Post Office Box 2077
Santa Cruz, New Mexico
505.672.8497

CERTIFICATE OF SERVICE

I certify that on July 11, 2022 a copy of the forgoing Expedited Motion for Disqualification and Recusal of the Court for Appearance of Bias and Actual Bias was served on the following parties via email By: /s/ Marcelina Martinez

Houser LLP
Solomon Krotzer
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Holland & Hart LLP
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STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

Marcelina MartinezTM,

Plaintiff/Petitioner

v.

No. D-101-CV-2021-01403

NATIONAL SERVICE & INVESTIGATIONS, INC.,
DAVID WASHBURN acting as “Special Master”,
and the FIRST JUDICIAL DISTRICT COURT

Defendant/Respondent.

**VERIFIED *EXPEDITED* MOTION FOR TEMPORARY
RESTRAINING ORDER, PRELIMINARY AND PERMANENT
INJUNCTION AGAINST DEFENDANTS NSI AND DAVID WASHBURN**

COMES NOW Plaintiff Marcelina-Yolanda; Martinez, hereinafter “Marcelina”, to move the Court for a Temporary Restraining Order, and order of Preliminary and Permanent Injunction against Defendants NSI and David Washburn. Rule 1-066B NMRA contains provisions for a Temporary Restraining Order without Notice. The Affidavit in Support of this Motion is incorporated herein.

INTRODUCTION

The present action was filed to enforce a request under the Inspection of Public Records Act, NMSA 1978 § 14-2-1 et seq., “IPRA” against defendant National Service & Investigations, Inc., “NSI”, to obtain public information relating to a foreclosure sale conducted by NSI employee David Washburn. Marcelina filed her Verified First Amended Complaint on March 4, 2022 adding defendant First Judicial District Court under her IPRA claim and David Washburn for her claim under NMSA 1978 § 36-2-28.1 for engaging in acts

constituting unauthorized practice of law through his actions in case D-101-CV-2013-00904, which have resulted in injury to Marcelina and her property.

Defendant David Washburn and his employer NSI continue to engage in unauthorized practice of law by filing Notices of Sale and other documents related to and engaging in the special proceedings called “foreclosure sales”. Incident to these “sales” are the drafting, signing and filing of “Report of Special Master” and “Special Master’s Deed”, the latter of which are recorded into the land records of counties across New Mexico. The Special Master’s Deed acts as color of title, or an equitable title, creating a cloud on the title to the property and a question of ownership thereby substantially affecting legal rights.

Marcelina is the heir to property claimed to be at issue in a separate case, D-117-CV-2015-00345. A Notice of Appeal has been filed in that case; however, the Court appointed David Washburn to conduct a “sale”. A Notice of Sale was filed on May 11, 2022 and a sale is purportedly scheduled for June 15, 2022 to convert a judgment lien, which Marcelina contends is void for lack of jurisdiction, into an equitable title called a “Special Master’s Deed”.

Marcelina has conducted preliminary discovery in the present case via a First Set of Interrogatories to Defendants NSI and Washburn, a First Request for Admissions to Defendants NSI and Washburn, and a First Request for Production of Documents to Defendants NSI and Washburn. Marcelina has submitted a second set of discovery requests and is awaiting response.

Based on publicly available information from the New Mexico Supreme Court, the State Bar of New Mexico, the New Mexico Secretary of State, and the defendants’ own website, along with responses to her first set of discovery, Marcelina has determined that David Washburn is not authorized to practice law and NSI neither employs attorneys nor provides

oversight by attorneys to supervise David Washburn engaging in unauthorized practice of law.

For purposes of the present motion, Marcelina is focusing on the facts related to the unauthorized practice of law by David Washburn. Particularly his lack of knowledge of reading judicial orders and their literal interpretation along with his failure to verify his authority to conduct the sale or provide accurate accounting has injured Marcelina and her property, entitling her to damages. David Washburn's unauthorized practice of law has also greatly affected the system of land recording within Santa Fe County and other counties.

As provided in the Affidavit below, the judgment ordered by the Court in case D-101-CV-2013-00904 was in the amount of "\$492,890.23 as of and through September 6, 2015". See *In Rem* Judgment, Decree of Foreclosure, and Order of Sale filed on 8/22/2016 in this Court at ¶ MM. **Exhibit A**. The judgment specifically states that the interest rate would be set at a later date and the Motion for Summary and Default Judgment specifically stated a separate motion would be filed at a later date to prescribe the interest rate. Additionally, the Judgment states, "The foregoing in rem Judgment shall bear interest at the prescribed rate *from and including today's date* until and including the date of foreclosure sale hereinafter set out."

Despite these clear facts, David Washburn issued a "Notice of Sale" containing gross discrepancies, namely, "The Plaintiff's Judgment, which includes interest and costs, is \$617,126.09 and the same bears interest at 3.3750% per annum from May 30, 2015, to the date of sale." There is no evidence of the Court prescribing an interest of 3.375% and the judgment specifically orders the interest from and including the date of the judgment, not "May 30, 2015".

Of important note, there was no order appointing David Washburn as special master nor was there a designation by the appointed "Honorable Jay Harris" to Washburn. There was also

no application for a substitution as required by Rule 1-053 NMRA, which, as it is, applies to trials. The only document naming Washburn as special master was a Notice of Substitution filed by an attorney, not of record, in case D-101-CV-2013-00904.

If David Washburn and NSI are not enjoined from continuing to engage in unauthorized practice of law, Marcelina will suffer additional injury as a result of the sale he intends on conducting on June 15, 2022. It is imperative that NSI, its employee David Washburn as well as NSI's other employees, including Jamie Columb, the notary who verified the invalid acknowledgement on the "Special Master's Deed", as referenced below, are enjoined from engaging further in the unauthorized practice of law including those actions incident to a "foreclosure sale". The responses to my first set of discovery indicate serious confusion as to a special master's role, function, and relationship to the court and to foreclosure cases. It is Marcelina's belief that this confusion is a result of defendants' lack of legal training and lack of understanding of authority stemming from court orders, which will ultimately be determined through the present action.

ARGUMENT

New Mexico statutes, NMSA 1978 § 36-2-27 forbids any person from engaging in the unauthorized practice of law, to wit:

No person shall practice law in a court of this state, except a magistrate court, nor shall a person commence, conduct or defend an action or proceeding unless he has been granted a certificate of admission to the bar under the provisions of Chapter 36 NMSA 1978. ***No person not licensed as provided in that chapter shall advertise or display any matter or writing whereby the impression may be gained that he is an attorney or counselor at law or hold himself out as an attorney or counselor at law***, and all persons violating the provisions of that chapter shall be deemed guilty of contempt of the court in which the violation occurred, as well as of the supreme court of the state; Emphasis added.

Defendant NSI advertises "special master's services" and its employees regularly conduct special court proceedings called "foreclosure sales" without being authorized to practice law in

New Mexico or otherwise.

The New Mexico Supreme Court in *State Ex Rel. Norvell v. Credit Bureau of Albuquerque, Inc.*, 1973-NMSC-087, 85 N.M. 521, 514 P.2d 40 (S. Ct. 1973) at {19} stated,

We have declined to define what constitutes the practice of law because of the infinite number of fact situations which may be presented, each of which must be judged according to its own circumstances. In *Sparkman v. State Board of Bar Examiners*, 77 N.M. 551, 554, 425 P.2d 313, 315 (1967) we said:

“We do not propose to submit a definition of the practice of law that may be employed to fit all situations and activities. We consider that each case must be examined in light of its own facts.”

Thus, any contention by the defendants that the question of whether or not NSI’s special masters are engaged in unauthorized practice of law is settled is far from true. Marcelina has found no situation in which a party has raised the issue or has challenged David Washburn or any other special masters ever employed by NSI, formerly “Ancillary”, for this reason. On information and belief those who might be situated to make this challenge are not versed in law and cannot afford an attorney to raise the issue on their behalf. NSI’s owner has been determined to be none other than Rose Marie Colmenero Ramirez, f/k/a Rose Little Brand, the owner of Rose Little Brand & Associates, P.C., “RLB”, one of the most pervasive foreclosure law firms in New Mexico, which is also acting as counsel for the defendants in this case. NSI and RLB have created an incredibly oppressive and predatory scheme across the state against homeowners who would not know how to challenge a sale, post-judgment, nor would such individuals recognize the unauthorized practice of law by these special masters.

Although the Supreme Court has not specifically defined unauthorized practice of law, it has prescribed a “test” to determine if someone is engaged in the unauthorized practice of law.

While adhering to what we said in *Sparkman* and *Harty*, nevertheless we recognize that indicia of the practice of law, insofar as court proceedings are concerned, include the following: (1) representation of parties before judicial or administrative bodies, (2)

preparation of pleadings and other papers incident to actions and special proceedings, (3) management of such action and proceeding, and non-court related activities such as (4) giving legal advice and counsel, (5) rendering a service that requires the use of legal knowledge or skill, (6) preparing instruments and contracts by which legal rights are secured. 7 Am. Jur.2d Attorneys at Law, § 73; Annot., 151 A.L.R. 781. Denver Bar Association v. Public Utilities Commission, 154 Colo. 273, 391 P.2d 467, 13 A.L.R.3d 799 (1964); Clark v. Austin, 340 Mo. 467, 101 S.W.2d 977 (1937).

Id. at {20}.

It is arguable but plausible that special masters are acting in a representative capacity for the court so as to meet number (1) above. It is clear that David Washburn, as special master, has prepared pleadings and other papers incident to actions and “special proceedings” called “foreclosure sales”. The same is true for numbers (3), (5), and especially (6) “preparing instruments and contracts by which legal rights are secured.”

AFFIDAVIT IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING
ORDER, PRELIMINARY AND PERMANENT INJUNCTION

I, Marcelina-Yolanda; Martinez, hereinafter “I,” “me”, “my”, or “Affiant”, being duly sworn do depose and say the following:

1. Defendant David Washburn conducted a “foreclosure sale” in case D-101-CV-2013-00904.
2. The “In Rem Judgment, Decree of Foreclosure, and Order of Sale”, “Judgment” filed on 8/22/2016 in case D-101-CV-2013-00904 at page 16, beneath ¶ PP states,

“IS HEREBY ORDERED foreclosed and that the Property be sold as provided by law and that The Honorable Jay G. Harris (Ret.) or his designee be and is hereby appointed Special Master...” **Exhibit A.**
3. Nothing on the record shows that The Honorable Jay G. Harris designated another party to act as Special Master.
4. Rule 1-053F NMRA requires,

Upon application of an interested party, and after notice if directed by the court, showing that a special master, commissioner or referee theretofore appointed is unable for any reason to continue in the performance of his prescribed duties, the court may appoint

another as successor. Emphasis added.

5. At no point did any party file an application for an appointment of a successor special master.
6. At no point was an order issued by the court appointing another as successor.
7. The Notice of Substitution of Special Master naming David Washburn was signed and filed by Debora Nesbitt of Tiffany & Bosco, P.A., “attorneys for plaintiff” not of record in case D-101-CV-2013-00904. **Exhibit B.**
8. According to the website for the State Bar of New Mexico and the New Mexico Supreme Court, The Honorable Jay G. Harris is authorized to practice law in New Mexico.
9. Jamie Columb is an employee of NSI and the Notary who acknowledged David Washburn’s signature on the Special Master’s Deed recorded with the Santa Fe County Clerk, executed on March 4, 2021. **Exhibit C.**
10. Without being authorized to practice law, NSI, David Washburn and Jamie Columb appear to be unaware of the following:
 - a. That without an order appointing David Washburn as special master in case D-101-CV-2013-00904, David Washburn had no authority to:
 - i. draft a notice of sale; **Exhibit D**
 - ii. sign a notice of sale ; **Exhibit D**
 - iii. publish a notice of sale; **Exhibit D**
 - iv. file a notice of sale into the First Judicial District Court; **Exhibit D**
 - v. draft a special master’s report; **Exhibit E**
 - vi. sign a special master’s report; **Exhibit E**
 - vii. file a special master’s report into the First Judicial District Court; **Exhibit E**

- viii. draft a special master deed; **Exhibit C**
 - ix. acknowledge a special master deed; **Exhibit C**
 - x. file, as an attachment, a special master deed into the First Judicial District Court;
Exhibit E
- b. Due to the defendants' unauthorized practice of law the Notice of Sale (Exhibit C):
- i. Stated an incorrect judgment amount of \$617,126.09. See Judgment, **Exhibit A at ¶ MM**, which states,

 "In Rem Judgment, Decree of Foreclosure, and Order of Sale", "Judgment", in the Conclusions of Law at paragraph MM states, "That the Trust is entitled to an in rem judgment against the Martinezes, in the total sum of **\$492,890.23** as of and through September 6, 2015." Emphasis added.
 - ii. Included interest from the incorrect payoff date of May 30, 2015 instead of from the date of the judgment. See Judgment, **Exhibit A at ¶ NN**.
 - iii. Stated an interest rate of 3.375%, which was not determined by the Judgment nor prescribed thereafter. See Judgment, **Exhibit A at ¶ NN** stating,

 "The foregoing in rem Judgment shall bear interest at the prescribed rate *from and including today's date* until and including the date of foreclosure sale *hereinafter set out*." Emphasis added.
 - iv. Fails to provide Notice of a total amount of judgment, including alleged but unapproved interest thereby violating due process.
- c. Due to the defendants' unauthorized practice of law the Report of Special Master:
- i. Fails to show that it was in compliance with the Judgment and incorrectly states that the "property" was sold to highest bidder for \$702,000 without taking into account the requirement that costs of sale were to be paid out first, before the judgment. See Judgment, **Exhibit A at ¶ TT**,

 "the proceeds of the foreclosure sale applied, respectively, first to the costs of sale,

then to the amounts due the Trust as set forth above, and then to any excess proceeds as this Court may order.”

And Report, **Exhibit E** at ¶ 3,

“At the time and place specified in the Notice of Sale filed herein, your Special Master offered said property for sale and the best and highest bidder at said sale was Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the Harborview Mortgage Loan Trust Mortgage Pass-Through Certificates, Series 2007-1, who bid \$702,000, whereupon your Special Master sold said property to said highest bidder for said sum”

- ii. Fails to provide the total amount of the alleged judgment including the erroneous and unapproved interest of 3.375% giving no indication of the accuracy of the amounts stated in the “Order Confirming Sale and Special Master’s Report” or whether they came from the Report. See Order, **Exhibit F** at ¶ 2,

“IT IS, THEREFORE, ORDERED that the report of the Special Master be and hereby is in all things confirmed and allowed, that the compensation of Special Master be and hereby is set at \$269.69, that the bid of Wells Fargo Bank, N.A., as trustee...in the amount of \$702,000.00 be accepted and the proceeds therefrom be applied to Plaintiff’s judgment in the amount of \$617,126.09, plus interest from May 30, 2015 to the date of sale in the amount of \$120,111.30, plus costs of sale in the amount of \$811.90, for a total of \$738,049.29.”

- d. Due to the defendants’ unauthorized practice of law the Special Master’s Deed:
- i. Was acknowledged and executed without having been appointed by a judge to act as Special Master. See Deed, **Exhibit G**, March 4, 2021 as date of acknowledgement.

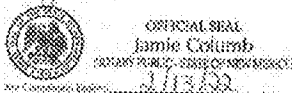
IN WITNESS WHEREOF the party of the first part as such Special Master has hereunto set his hand and seal the day and year first written above.


David Washburn, Special Master

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } ss.

This instrument was acknowledged before me on March 4, 2021, by David Washburn, Special Master.

My Commission Expires: 2/13/22


Notary Public


- ii. Claims that the “premises” were sold for the sum of \$702,000 without reducing it to reflect the cost of sale in compliance with the Judgment. See Deed, **Exhibit G at ¶ 4**,
 “WHEREAS, the premises were sold at said sale to the party of the second part for the sum of \$702,000.00, the said party of the second part being the highest bidder and that being the sum bid for said premises;”
- iii. There is no evidence that payment or “bid” of \$702,000 conforms to the provisions in the Judgment at all.
- e. Due to the defendants’ unauthorized practice of law, payment to the special master did not occur according to the Judgment or Order Confirming Sale, Exhibits A and F. See Response to Plaintiff’s First Request for Production of Documents no. 5, **Exhibit H**.
- f. Due to the defendants’ unauthorized practice of law Defendant NSI’s employee Jamie Columb notarized an improper acknowledgement in violation of New Mexico Notarial laws. NMSA 1978 §14-14-1 Definitions (2021) provides,

As used in the Uniform Law on Notarial Acts [14-14-1 to 14-14-11 NMSA 1978]

B. "acknowledgment" means a declaration by a person that the person has executed an instrument for the purposes stated therein and, if the instrument is executed in a representative capacity, that the person signed the instrument with proper authority and executed it as the act of the person or entity represented and identified therein;

...

D. "in a representative capacity" means:

- (1) for and on behalf of a corporation, partnership, trust or other entity, as an authorized officer, agent, partner, trustee or other representative;
- (2) as a public officer, personal representative, guardian or other representative, in the capacity recited in the instrument;
- (3) as an attorney in fact for a principal; or
- (4) in any other capacity as an authorized representative of another;

NMSA 1978 §14-14-2 Notarial Acts (2021) provides,

A. In taking an acknowledgment, the notarial officer shall determine, either from personal knowledge or from satisfactory evidence, that the person appearing before the officer and making the acknowledgment is the person whose true signature is on the instrument.

- i. The acknowledgement on the Notary block fails to show on whose behalf Washburn acknowledged the deed as required by NMSA 1978 §14-14-2 Notarial Acts (2021).
 - ii. There is no evidence of how the Notary determined that Washburn was authorized to acknowledge the deed in a representative capacity.
 - iii. The Special Master's Deed lacks the required information as to the type of authority and name of party/ies on behalf of whom instrument was executed.
 - iv. There is no indication that the notarial officer adequately verified that David Washburn had due authority to sign in a particular representative capacity.
11. Due to the defendants' unauthorized practice of law, David Washburn received \$208,297.87 in excess of the Judgment amount.
12. According to *Glaser v. Dannelley*, 1920-NMSC-083, 26 N.M. 371, 193 P. 76 (S. Ct. 1920),

"It is well settled that it is the duty of the lower court on remand of a cause to comply with the mandate of the appellate court, and to obey the directions therein without variation, even though the mandate may be, or is supposed to be erroneous."
13. I submitted a Notice of Demand to defendant David Washburn, which was acknowledged as received, to provide specific information related to his alleged appointment as special master. **Exhibit I.**
14. I submitted a Notice of Demand for Proof of Authority, which was acknowledged as received, namely of his authorization to practice law in New Mexico. **Exhibit J.**
15. Defendants admit NSI does not employ attorneys and attorneys do not oversee employees.

See Response to Plaintiff's First Request for Admission, **Exhibit K**, numbers 1, 2, and 3.
16. Despite having been given notice of their unauthorized practice of law defendants have continued engaging in:
 - a. Drafting, signing, filing, and publishing a Notice of Sale; See Notice of Sale in case D-

117-CV-2015-00345, **Exhibit L**.

17. A sale is purportedly scheduled for June 15, 2022 at 11:00 am in case D-117-CV-2015-00345 at the front entrance of Espanola City Hall.
18. If Defendants David Washburn and NSI are not enjoined from continuing to engage in the unauthorized practice of law it could cause immediate and irreparable injury, loss or damage to me should he go forward with an alleged sale pursuant to the Notice of Sale filed in case D-117-2015-00345.
19. If Defendants David Washburn and NSI are not enjoined from continuing to engage in the unauthorized practice of law it could cause immediate and irreparable injury, loss or damage to third parties should he go forward with an alleged sale pursuant to the Notice of Sale filed in case D-117-2015-00345.
20. If Defendants David Washburn and NSI are not enjoined from continuing to engage in the unauthorized practice of law it could cause immediate and irreparable injury, loss or damage to the county land records in Rio Arriba County should he go forward with an alleged sale pursuant to the Notice of Sale filed in case D-117-2015-00345.

WHEREFORE, I move this Court to:

- A. Enter a Temporary Restraining Order without notice or opportunity to respond to this Motion to Defendants NSI and David Washburn enjoining them from engaging in the unauthorized practice of law by:
 - a. Acting in a representative capacity to the Court through foreclosure sales including the sale scheduled for June 15, 2022;
 - b. Preparing legal documents for other persons or entities;
 - c. Acting as representative or intermediary for other persons or entities with their legal

- matters including, but not limited to, foreclosure matters;
- d. Using, modifying, amending, or deleting language from legal form documents for use by other persons or entities;
 - e. Preparing, signing, or filing into court cases, including into case D-117-2015-00345 legal documents including but not limited to “Notice of Sale,” and “Report of Special Master”;
 - f. Preparation of pleadings and other papers incident to actions and special proceedings;
 - g. Management of such action and proceeding, and non-court related activities such as rendering a service that requires the use of legal knowledge or skill; and
 - h. Preparing instruments and contracts by which legal rights are secured including but not limited to “Special Master’s Deeds”.
- B. Issue a Preliminary Injunction effective until a final decision is made on the merits of this case.
- C. Issue a Permanent Injunction effective until further order of the Court.
- D. Waive the furnishing of security;
- E. Award general damages as allowed by law;
- F. Award punitive damages as allowed by law;
- G. Award pre-judgment interest as allowed by law;
- H. Order Defendants to pay my attorneys fees should I be forced to employ one in this action;
- I. Order Defendants to pay costs relating to this Motion;
- J. For such other relief as the Court deems just and proper.

Further Affiant sayeth naught.

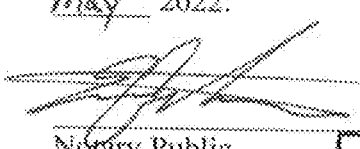
New Mexico State

Rio Arriba County

)
)ss
)


Marcelina-Yolanda; Martinez

Subscribed and sworn to before me by Marcelina-Yolanda; Martinez this 31st day of May 2022.


Notary Public

My Commission Expires: 1-4-24

STATE OF NEW MEXICO
NOTARY PUBLIC
ERIC CORTEZ
COMMISSION # 1113951
COMMISSION EXPIRES 01/04/2024

STATE OF NEW MEXICO
NOTARY PUBLIC
ERIC CORTEZ
COMMISSION # 1113951
COMMISSION EXPIRES 01/04/2024

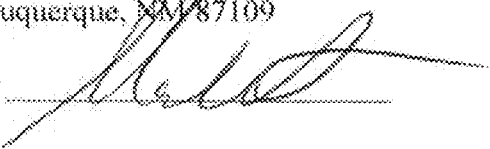
Submitted by:


Marcelina-Yofanda Martinez, for
Marcelina Martinez, Plaintiff,
In propria persona
c/o PO Box 2077
Santa Cruz, New Mexico
505.672.8497

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Affidavit and Motion for Temporary Restraining Order, Preliminary and Permanent Injunction was sent on June 3, 2022 to:

Rose Little Brand & Associates, P.C.
Elizabeth Dranttel
Attorney for Defendants NSI and David Washburn
7430 Washington Street, NE
Albuquerque, NM 87109

By: 

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

Case No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE ON
BEHALF OF THE HOLDERS OF THE
HARBORVIEW MORTGAGE LOAN TRUST
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2007-1,

Plaintiff,

v.

MARCELINA Y. MARTINEZ, CARL J. MARTINEZ,
THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS SUCCESSOR TRUSTEE
TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE
ON BEHALF OF THE CERTIFICATEHOLDERS OF
THE CWHEQ INC., CWHEQ REVOLVING HOME
EQUITY LOAN TRUST, SERIES 2006-1, GILBERT
ROMERO AND UNKNOWN TENANT (REAL
NAME UNKNOWN),

Defendants.

IN REM JUDGMENT, DECREE OF FORECLOSURE, AND ORDER OF SALE

THIS MATTER came before the Court on March 21, 2016, for hearing on the following
four motions:

- (1) Plaintiff's Motion For Summary Judgment against Marcelina Martinez and Carl Martinez (the "Martinezes");
- (2) Plaintiff's Motion To Dismiss The Counterclaims of Marcelina Y. Martinez and Gilbert Romero;
- (3) Ms. Martinez's Motion To Strike Bank of America's Affirmative Defenses; and,
- (4) Ms. Martinez's Motion To Vacate Orders of March 30, 2015.

Having reviewed the four above-referenced motions, the parties' briefs and legal
authorities concerning those motions, and having considered the arguments made by the parties

General Conclusions of Law

KK. Defendants fail to identify any evidence sufficient to establish a genuine issue of material fact regarding the allegations of any of their counterclaims and defenses.

LL. The mortgages, liens, and interests referred to in the foregoing findings are hereby ordered foreclosed, together with all rights in the Property of the Martinezes and any person claiming by, under or through the Martinezes, in the form and manner provided by law, and subject to the right of the Martinezes to redeem as provided by law and the Mortgage and liens, which redemption period shall be one (1) month from the judicial sale.

MM. That the Trust is entitled to an *in rem* judgment against the Martinezes, in the total sum of \$492,890.23 as of and through September 6, 2015.

NN. The foregoing *in rem* Judgment shall bear interest at the prescribed rate from and including today's date until and including the date of foreclosure sale hereinafter set out.

OO. The Trust shall be declared to be the holder of a first priority lien on the Property described in the Mortgage to which the interests of the Martinezes herein and all persons claiming under, by, with, or through the Martinezes are subordinate and inferior and said interests should be foreclosed.

Additional Conclusions of Law

PP. Pursuant to the foregoing Findings of Fact and Conclusions of Law, the Property at issue in this action,

IS HEREBY ORDERED foreclosed and that the Property be sold as provided by law and that The Honorable Jay G. Harris (Ret.) or his designee be and is hereby appointed Special Master to advertise and sell the Property and make a report thereof to this Court as provided by law, and that at the sale the Trust is authorized to bid, and, in the event the Trust is the successful bidder, to apply all or any part of its Judgment in payment of the purchase price.

QQ. The Property shall be sold to the highest bidder for cash, free and clear of all liens of the parties hereto and each of them, and all persons claiming under, by, with, and through the parties or any persons claiming an interest.

RR. The Property shall be sold subject to any unpaid taxes, any outstanding governmental assessments and/or liens, to the right of redemption as provided herein and to the approval of the Court.

SS. The Trust shall have the right to bid at the foreclosure sale provided for in this Judgment, and it may bid the amount of its Judgment, in lieu of cash, at the sale; provided, however, that if any party, other than the Trust, is the successful bidder, the bid must include cash to the extent necessary to pay the Special Master's fee and sale expenses and the amount of any liens and judgment of the Trust having priority over such successful bidder's lien as the priority of liens is established by this Judgment and in the findings contained herein.

TT. The proceeds of the foreclosure sale shall first apply to the costs of sale, including the Special Master's fee, to be hereafter fixed by the Court, for any costs incurred for the maintenance and protection of the property, including those not included in this Judgment, then to the Trust for *in rem* Judgment as provided above including the unpaid balance, escrow, late charges, costs, interest to and including date of sale, attorney's fees and any other costs with interest to and including date of sale. The balance of proceeds, if any, shall be deposited into the Court Registry and applied as may be determined by the Court.

UU. Unless the Property to be sold is redeemed in the manner provided by law within one (1) month from and after the judicial sale, the Martinezes and all persons claiming under, by, with, through or against them by instruments recorded subsequent to the Mortgage, shall be forever foreclosed from any and all right, title and interest in or lien or claim upon, or equity or redemption to the Property.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
1/20/2021 12:38 PM
KATHLEEN VIGIL CLERK OF THE COURT
Breanna Aguilar

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Haborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,
vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF NEW YORK
MELLON fka The Bank of New York as Successor Trustee to JP Morgan Chase Bank,
N.A., as Trustee on Behalf of the Certificateholders of the CWHEQ Inc., CWHEQ
Revolving Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendant(s).

NOTICE OF SUBSTITUTION OF SPECIAL MASTER

Plaintiff, Wells Fargo Bank, N.A., as Trustee, on Behalf of the Holders of the
Haborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series
2007-1, by and through its counsel, Tiffany & Bosco, P.A., hereby gives notice that
David Washburn of P.O. Box 91988, Albuquerque, NM 87199, 505-433-4576, is
substituted as Special Master in the above entitled and numbered cause of action.

TIFFANY & BOSCO, P.A.

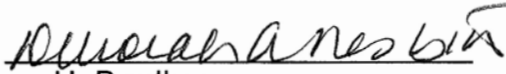
By 
Karen H. Bradley
Deborah A. Nesbitt
Attorneys for Plaintiff
PO Box 3509
Albuquerque, NM 87190-3509
(505) 248-2400 FAX (505) 254-4722

EXHIBIT B

I certify that I have mailed and/or emailed a copy of the foregoing pleading to the opposing counsel of record and/or parties pro se on January 20, 2021:

Marcelina Y. Martinez, *Defendant Pro Se*, PO Box 2077, Santa Cruz, NM 87567, (505) 672-8497, aequitasveritas777@gmail.com;

Gilbert Romero, *Defendant Pro Se*, PO Box 2077, Santa Cruz, NM 87567, (505) 672-8497;

Karl H. Sommer, SOMMER KARNES & ASSOCIATES, LLP, *Attorney for Defendant Carl J. Martinez*, 200 West Marcy Street, Suite 133, Santa Fe, NM 87501, (505) 989-3800, khs@sommerkarnes.com;

Jason C. Bousliman, MCCARTHY HOLTHUS, LLP, *Attorney for Bank of America, N.A., fka Countrywide Home Loans, Inc.*, 6501 Eagle Rock NE, Suite A-3, Albuquerque, NM 87113, (505) 219-4895 ext. 6888, jbousliman@mccarthyholthus.com and,

Solomon S. Krotzer, HOUSER LLP *Co-Counsel for Plaintiff*, 100 Sun Ave. N.E., Suite 650, Albuquerque, New Mexico 87109, (949) 679-1111; skrotzer@houser-law.com



Jason Chism, Legal Assistant

SPECIAL MASTER'S DEED

THIS INDENTURE made March 3, 2021, by and between David Washburn, as Special Master, duly and regularly appointed by the District Court for the County of Santa Fe, State of New Mexico, in Cause No. D-101-CV-2013-00904, party of the first part, and Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1, whose address is 3217 South Decker Lake Drive, Salt Lake City, UT 84119, party of the second part.

WITNESSETH:

WHEREAS, in and by the Judgment rendered and entered by the District Court in and for the County of Santa Fe, State of New Mexico, Cause No. D-101-CV-2013-00904, on August 22, 2016, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the Complaint and Judgment in said cause be sold at public auction; and,

WHEREAS, pursuant to said Judgment, the undersigned at the hour of 10:00 a.m. on March 3, 2021, after due publication of notice had been given as required by law did sell at the main entrance of the Judge Steve Herrera Judicial Complex, 225 Montezuma Avenue, Santa Fe, New Mexico, the premises subject to the Judgment and hereinafter described; and,

WHEREAS, the premises were sold at said sale to the party of the second part for the sum of \$702,000.00, the said party of the second part being the highest bidder and that being the sum bid for said premises;

NOW, THEREFORE, BY THIS INDENTURE WITNESSETH:

That the party of the first part, as Special Master, in order to carry into effect the sale so made by him as aforesaid and in pursuance of law and of said Judgment, does hereby convey by these presents and by these presents does grant, sell and convey unto the party of the second part, its successors and assigns, all of that certain lot, piece and parcel of land situated and lying in the County of Santa Fe, State of New Mexico, and being more particularly described as:



COUNTY OF SANTA FE }	SPECIAL MASTERS DEED
STATE OF NEW MEXICO } ss	PAGES: 2
I Hereby Certify That This Instrument Was e-Recorded for Record On The 7TH Day Of September, A.D., 2021 at 11:52:24 AM And Was Duly Recorded as Instrument # 1964884 Of The Records Of Santa Fe County	
Deputy - KVAUGHN	Witness My Hand And Seal Of Office Katharine E. Clark County Clerk, Santa Fe, NM

EXHIBIT C

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR
CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ
AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED
JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628,
PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

together with all and singular the tenements, hereditaments, and appurtenances thereto
belonging or any wise appertaining thereto, and subject to conveyances, contracts,
liens, reservations, restrictions and easements of record.

To have and to hold all the singular of these said premises unto the party of the
second part, its successors and assigns, forever as fully as the said Special Master
can, may or ought to grant, sell and convey the same.

IN WITNESS WHEREOF the party of the first part as such Special Master has
hereunto set his hand and seal the day and year first written above.

David Washburn

David Washburn, Special Master

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on March 4, 2021, by
David Washburn, Special Master.

My Commission Expires:

2/13/22

Jamie Columb
Notary Public



OFFICIAL SEAL
Jamie Columb
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires:

2/13/22

Marcelina Y. Martinez and Carl J. Martinez

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Haborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,

vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF
NEW YORK MELLON fka The Bank of New York as Successor
Trustee to JP Morgan Chase Bank, N.A., as Trustee on Behalf of
the Certificateholders of the CWHEQ Inc., CWHEQ Revolving
Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO;
and UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendants.

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that on March 3, 2021, at the hour of 10:00 a.m.,
the undersigned Special Master will, at the main entrance of the Judge Steve Herrera
Judicial Complex, 225 Montezuma Avenue, Santa Fe, New Mexico, sell all the right, title
and interest of the above-named Defendants in and to the hereinafter described real
estate to the highest bidder for cash. The property to be sold is located at 14 Camino
de Paz, Santa Cruz, and is situate in Santa Fe County, New Mexico, and is particularly
described as follows:

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR
CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ
AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED
JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628,
PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.

THE FOREGOING SALE will be made to satisfy a judgment rendered by the above Court in the above entitled and numbered cause on August 22, 2016, being an action to foreclose a mortgage on the above described property. The Plaintiff's Judgment, which includes interest and costs, is \$617,126.09 and the same bears interest at 3.3750% *per annum* from May 30, 2015, to the date of sale. The Plaintiff and/or its assignees has the right to bid at such sale and submit its bid verbally or in writing. The Plaintiff may apply all or any part of its judgment to the purchase price in lieu of cash. The sale may be postponed and rescheduled at the discretion of the Special Master.

NOTICE IS FURTHER GIVEN that the real property and improvements concerned with herein will be sold subject to any and all patent reservations, easements, all recorded and unrecorded liens not foreclosed herein, and all recorded and unrecorded special assessments and taxes that may be due. Plaintiff and its attorneys disclaim all responsibility for, and the purchaser at the sale takes the property subject to, the valuation of the property by the County Assessor as real or personal property, affixture of any mobile or manufactured home to the land, deactivation of title to a mobile or manufactured home on the property, if any, environmental contamination on the property, if any, and zoning violations concerning the property, if any.

NOTICE IS FURTHER GIVEN that the purchaser at such sale shall take title to the above described real property subject to a one month right of redemption.

Electronically filed /s/ David Washburn
David Washburn, Special Master
Post Office Box 91988
Albuquerque, NM 87199
505-433-4576
sales@nsi.legal

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Harborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,

vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF
NEW YORK MELLON fka The Bank of New York as Successor
Trustee to JP Morgan Chase Bank, N.A., as Trustee on Behalf of
the Certificateholders of the CWHEQ Inc., CWHEQ Revolving
Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO;
and UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendants.

REPORT OF SPECIAL MASTER

David Washburn, Special Master, reports to the Court as follows:

1. Your Special Master, pursuant to the judgment rendered herein on August 22, 2016, proceeded to publish and sell the real estate described in the decree of foreclosure entered herein, the sale being made for the purpose of satisfying the judgment entered in this cause, costs expended for sale, the Special Master's fee, costs of this action and costs expended for taxes, insurance and other expenses of foreclosure.
2. Your Special Master advertised said sale pursuant to New Mexico statutory requirements, for four (4) consecutive weeks in a newspaper having a general

circulation in Santa Fe County, New Mexico, as evidenced by the affidavit of publication being filed herein.

3. At the time and place specified in the Notice of Sale filed herein, your Special Master offered said property for sale and the best and highest bidder at said sale was Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1, who bid \$702,000.00, whereupon your Special Master sold said property to said highest bidder for said sum.

4. Your Special Master reports that the following costs of sale were incurred:

Special Master's Fee	\$269.69
Publication of Notice(s) of Sale	\$494.21
Recording Special Master's Deed	\$ 30.00
E-filing fees	\$ 18.00
Total	\$811.90

5. Your Special Master prays that:

- a. The sale be confirmed.
- b. This report be accepted and approved.
- c. The Special Master be authorized to distribute or credit the funds.
- d. The Special Master's Deed attached hereto be approved.

e. That the Special Master be authorized to deliver the Deed to Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1.



David Washburn, Special Master
Post Office Box 91988
Albuquerque, NM 87199
505-433-4576
sales@nsi.legal



SPECIAL MASTER'S DEED

THIS INDENTURE made March 3, 2021, by and between David Washburn, as Special Master, duly and regularly appointed by the District Court for the County of Santa Fe, State of New Mexico, in Cause No. D-101-CV-2013-00904, party of the first part, and Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1, whose address is 3217 South Decker Lake Drive, Salt Lake City, UT 84119, party of the second part.

WITNESSETH:

WHEREAS, in and by the Judgment rendered and entered by the District Court in and for the County of Santa Fe, State of New Mexico, Cause No. D-101-CV-2013-00904, on August 22, 2016, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the Complaint and Judgment in said cause be sold at public auction; and,

WHEREAS, pursuant to said Judgment, the undersigned at the hour of 10:00 a.m. on March 3, 2021, after due publication of notice had been given as required by law did sell at the main entrance of the Judge Steve Herrera Judicial Complex, 225 Montezuma Avenue, Santa Fe, New Mexico, the premises subject to the Judgment and hereinafter described; and,

WHEREAS, the premises were sold at said sale to the party of the second part for the sum of \$702,000.00, the said party of the second part being the highest bidder and that being the sum bid for said premises;

NOW, THEREFORE, BY THIS INDENTURE WITNESSETH:

That the party of the first part, as Special Master, in order to carry into effect the sale so made by him as aforesaid and in pursuance of law and of said Judgment, does hereby convey by these presents and by these presents does grant, sell and convey unto the party of the second part, its successors and assigns, all of that certain lot, piece and parcel of land situated and lying in the County of Santa Fe, State of New Mexico, and being more particularly described as:

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR
CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ
AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED
JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628,
PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

together with all and singular the tenements, hereditaments, and appurtenances thereto
belonging or any wise appertaining thereto, and subject to conveyances, contracts,
liens, reservations, restrictions and easements of record.

To have and to hold all the singular of these said premises unto the party of the
second part, its successors and assigns, forever as fully as the said Special Master
can, may or ought to grant, sell and convey the same.

IN WITNESS WHEREOF the party of the first part as such Special Master has
hereunto set his hand and seal the day and year first written above.

David Washburn, Special Master

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____, 2021, by
David Washburn, Special Master.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Harborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,

vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF
NEW YORK MELLON fka The Bank of New York as Successor
Trustee to JP Morgan Chase Bank, N.A., as Trustee on Behalf of
the Certificateholders of the CWHEQ Inc., CWHEQ Revolving
Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendants.

ORDER CONFIRMING SALE AND SPECIAL MASTER'S REPORT
(NO DEFICIENCY SOUGHT)

The Special Master having filed a report with Special Master's Deed attached
covering the performance of duties as Special Master and the Court being otherwise
advised in the premises and finding that the report of the Special Master and his Deed
should be approved,

IT IS, THEREFORE, ORDERED that the report of the Special Master be and
hereby is in all things confirmed and allowed, that the compensation of Special Master
be and hereby is set at \$269.69, that the bid of Wells Fargo Bank, N.A., as trustee, on
behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-

Through Certificates, Series 2007-1, in the amount of \$702,000.00 be accepted and the proceeds therefrom be applied to Plaintiff's judgment in the amount of \$617,126.09, plus interest from May 30, 2015 to the date of sale in the amount of \$120,111.30, plus costs of sale in the amount of \$811.90, for a total of \$738,049.29.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Special Master execute and deliver to Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1, a deed in the form submitted with the Special Master's Report which is approved by this Court, conveying the title to the property located at 14 Camino de Paz, Santa Cruz, Santa Fe County, New Mexico, and further described as:

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628, PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

said conveyance being subject only to the equity of redemption, said redemption period being one month as modified by the Mortgage herein, and that the Special Master, upon delivery of the aforementioned Deed to the purchaser, be discharged without further order of the Court. In the event the Property is redeemed prior to the recording of the deed to the purchaser, the Special Master may deed the Property directly to the redeeming party.

IT IS FURTHER ORDERED that Plaintiff shall not pursue a deficiency judgment as judgment was entered *in rem*.

IT IS FURTHER THE ORDER OF THIS COURT that the purchaser is entitled to possession of the premises and that the Defendants and all persons claiming by, through or under them be and hereby are forever barred from any right, title, interest, claim or demand of every kind and character in and to the property which is the subject matter of this action, including the right of possession, and after notice and hearing a Writ of Assistance may be issued at the request of the purchaser, its agents or assigns, if the parties in possession refuse to vacate the premises.



BRYAN BIEDSCHEID
DISTRICT JUDGE

YDRL

SUBMITTED BY:

TIFFANY & BOSCO, P.A.

By /s/ Deborah A. Nesbitt
~~Karen H. Bradley~~
Deborah A. Nesbitt
Attorneys for Plaintiff
PO Box 3509
Albuquerque, NM 87190-3509
(505) 248-2400 FAX (505) 254-4722
dan@tblaw.com

and

HOUSER LLP

By /s/ Solomon S. Krotzer
Solomon S. Krotzer
Co-Counsel for Plaintiff
100 Sun Ave. N.E., Suite 650
Albuquerque, NM 87109
(949) 679-1111
skrotzer@houser-law.com

NOT APPROVED BY:

By Received "objected to in its entirety" via email on 3/18/21 and 4/7/21

Marcelina Y. Martinez

Defendant Pro Se

PO Box 2077

Santa Cruz, NM 87567

(505) 672-8497

aequitasveritas777@gmail.com

NOT APPROVED BY:

By No objection received or filed with the Court

Gilbert Romero

Defendant Pro Se

PO Box 2077

Santa Cruz, NM 87567

(505) 672-8497

NOT APPROVED BY:

SOMMER KARNES & ASSOCIATES, LLP

By No objection received or filed with the Court

Karl H. Sommer

Attorney for Defendant Carl J. Martinez

200 West Marcy Street, Suite 133

Santa Fe, NM 87501

(505) 989-3800

karl@sommer-assoc.com

APPROVED BY:

MCCARTHY HOLTHUS, LLP

By Received a "no objection" on 3/5/21 via email

Jason Bousliman

Attorney for Bank of America, N.A.,

fka Countrywide Home Loans, Inc.

6501 Eagle Rock NE, Suite A-3

Albuquerque, NM 87113

(505) 219-4895 ext. 6888

jbousliman@mccarthyholthus.com

Attorney Certification Pursuant to LR1-114 NMRA 2017: The undersigned hereby certifies that on March 5, 2021, the undersigned transmitted a copy of this proposed Order Confirming Sale and Special Master's Report (No Deficiency Sought) and provided "notice that objections must be received by the court in writing within 14 days." To the best of the undersigned's knowledge based upon a review of the Court docket available through SOPA, a notice of objections was received from Defendant Marcelina Y. Martinez via email on March 18, 2021 and April 7, 2021 and objections were not received by the Plaintiff's counsel or the Court from the remaining Defendants, and therefore the undersigned submits this proposed order to the Court for signature with a request for hearing.

TIFFANY & BOSCO, P.A.

By /s/ Deborah A. Nesbitt
~~Karen H. Bradley~~
Deborah A. Nesbitt

SPECIAL MASTER'S DEED

THIS INDENTURE made March 3, 2021, by and between David Washburn, as Special Master, duly and regularly appointed by the District Court for the County of Santa Fe, State of New Mexico, in Cause No. D-101-CV-2013-00904, party of the first part, and Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1, whose address is 3217 South Decker Lake Drive, Salt Lake City, UT 84119, party of the second part.

WITNESSETH:

WHEREAS, in and by the Judgment rendered and entered by the District Court in and for the County of Santa Fe, State of New Mexico, Cause No. D-101-CV-2013-00904, on August 22, 2016, it was, among other things, ordered, adjudged and decreed that the mortgaged premises described in the Complaint and Judgment in said cause be sold at public auction; and,

WHEREAS, pursuant to said Judgment, the undersigned at the hour of 10:00 a.m. on March 3, 2021, after due publication of notice had been given as required by law did sell at the main entrance of the Judge Steve Herrera Judicial Complex, 225 Montezuma Avenue, Santa Fe, New Mexico, the premises subject to the Judgment and hereinafter described; and,

WHEREAS, the premises were sold at said sale to the party of the second part for the sum of \$702,000.00, the said party of the second part being the highest bidder and that being the sum bid for said premises;

NOW, THEREFORE, BY THIS INDENTURE WITNESSETH:

That the party of the first part, as Special Master, in order to carry into effect the sale so made by him as aforesaid and in pursuance of law and of said Judgment, does hereby convey by these presents and by these presents does grant, sell and convey unto the party of the second part, its successors and assigns, all of that certain lot, piece and parcel of land situated and lying in the County of Santa Fe, State of New Mexico, and being more particularly described as:



COUNTY OF SANTA FE }	SPECIAL MASTERS DEED
STATE OF NEW MEXICO } ss	PAGES: 2
I Hereby Certify That This Instrument Was e-Recorded for Record On The 7TH Day Of September, A.D., 2021 at 11:52:24 AM And Was Duly Recorded as Instrument # 1964884 Of The Records Of Santa Fe County	
Deputy - KVAUGHN	Witness My Hand And Seal Of Office Katharine E. Clark County Clerk, Santa Fe, NM

EXHIBIT G

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR
CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ
AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED
JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628,
PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or any wise appertaining thereto, and subject to conveyances, contracts, liens, reservations, restrictions and easements of record.

To have and to hold all the singular of these said premises unto the party of the second part, its successors and assigns, forever as fully as the said Special Master can, may or ought to grant, sell and convey the same.

IN WITNESS WHEREOF the party of the first part as such Special Master has hereunto set his hand and seal the day and year first written above.

David Wiseman

David Washburn, Special Master

[illegible]

This instrument was acknowledged before me on March 4, 2021, by David Washburn, Special Master.

My Commission Expires:

2/13/22

Notary Public



OFFICIAL SEAL
Jamie Columb
 NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: _____

2/13/22

Marcelina Y. Martinez and Carl J. Martinez

FIRST JUDICIAL DISTRICT COURT
SANTA FE COUNTY
STATE OF NEW MEXICO

Marcelina Martinez,

Plaintiff,

v.

No. D-101-CV-2021-01403

NATIONAL SERVICES & INVESTIGATIONS, INC.,
DAVID WASHBURN acting as "Special Master",
and the FIRST JUDICIAL DISTRICT COURT

Defendants.

**DEFENDANTS' RESPONSES TO PLAINTIFF'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

To: Marcelina Yolanda Martinez
PO Box 2077
Santa Cruz, NM 87567
505-672-8497
Aequitasveritas777@gmail.com
Plaintiff

COMES NOW, Defendants National Services & Investigations, Inc. and David Washburn, by and through its undersigned counsel of record, Rose L. Brand & Associates, P.C. (Elizabeth Dranttel) and hereby provides its Response to Plaintiff, Marcelina Martinez's First Request for Production of Documents as follows:

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce the order appointing David Washburn as special master by the Court in Case no. D-101-CV-2013-00904.

RESPONSE: Defendant objects to this Interrogatory because the requested information is publically available for the Defendant to access. Notwithstanding this objection, please see attached filed Notice of Sale and the Notice of Substitution of Special Master, attached herein as Exhibits "A" and "B."

2. Produce the document containing a power of attorney appointment of David Washburn pursuant to NMSA 1978 § 47-1-7 to convey property claimed to be subject to Case no. D-101-CV-2013-00904.

EXHIBIT H

RESPONSE: Defendants have no documents responsive to this request.

3. Produce the document showing the accounting for the sales transaction that occurred on 3/3/2021 at or about 10:00 AM on the steps of the First Judicial District Courthouse pertaining to case no D-101-CV-2013-00904.

RESPONSE: Defendants object to this Request as the accounting for the sale conducted on 3/3/21 is not within the control or custody of Defendants and is instead in the control or custody of Plaintiff in Case No. D-101-CV-2013-00904. Notwithstanding and without waiving the objection, attached please find the bid instructions for Plaintiff received by Defendants, attached hereto as Exhibit "C."

4. Produce the document showing how the amounts detailed in the "Report of Special Master" filed into case D-101-CV-2013-00904 on 3/4/2021 were determined.

RESPONSE: Defendants object to this request as it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this case and is not within the Inspection of Public Records Act. Plaintiff also objects to this Request to the extent it calls for confidential, proprietary and/or trade secret information. Defendants are not the attorney firm that handled the foreclosure matter and therefore do not have access information outside of what is included in Exhibit "C," as it is not in the custody or control of Defendants. Defendants also object to this Request as all actions taken in the foreclosure Case No. D-101-CV-2013-00904 have been ratified and approved by the Court and cannot be challenged collaterally in this action. Please refer to filed pleadings for any breakdown of amounts in the Judgment and Order Confirming Sale.

5. Produce the document showing payment to David Washburn for services rendered as "special master" for case no D-101-CV-2013-00904.

RESPONSE: See the invoice marked paid, attached hereto and incorporated herein as Exhibit "D."

6. Produce the document showing the accounting of the final settlement amount for judgment in case D-101-CV-2013-00904.

RESPONSE: Defendants object to this Request as vague, ambiguous, overbroad and unduly burdensome in that it seeks information that is neither relevant to this litigation nor likely to lead to the discovery of admissible evidence and is not covered under the Inspection of Public Records Act. Further, Defendants object to this Request as they did not file the foreclosure suit and were only involved in the suit as a Special Master and therefore do not have access to this information as it is not in the custody or control of Defendants. Defendants also object to this Request as all actions taken in the foreclosure Case No. D-101-CV-2013-00904 have been ratified and approved by the Court and cannot be challenged collaterally in this action. Please refer to filed pleadings in the foreclosure case for any breakdown amounts.

7. Produce the document showing proof of payment pursuant to the "Report of Special Master" in case no D-101-CV-2013-00904, which states, "whereupon your

National Service & Investigations, Inc.
8100 Wyoming Blvd NE Suite M4 Box 272
Albuquerque, NM 87113 US
505-318-0300
jcolumb@nsi.legal

Invoice



BILL TO

Tiffany & Bosco, P.A.
Seventh Fl. Camelback Esplanade II
2525 E. Camelback Road
Phoenix, AZ 85016

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
03-2021-005	03/03/2021	\$0.00	04/02/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/03/2021	Special Master	Receive Bid Instructions from client, proof all documentation as needed, Schedule and Conduct Foreclosure Sale of Property in (Santa Fe) County, Prepare all needed sales documentation and deeds for client. 14 Camino de Pz Santa Cruz, NM TIFFANY & BOSCO FORECLOSURE SALE: WFB v. Martinez, Marcelina, et al. (D-101-CV-2013-00904) T&B # 19-60320	1	250.00	250.00T

Thank you for your business!

SUBTOTAL	250.00
TAX	19.69
TOTAL	269.69
PAYMENT	269.69
BALANCE DUE	\$0.00

Marcelina Martinez
c/o PO Box 2077
Santa Cruz, New Mexico
August 4, 2021
CERTIFIED MAIL NO: 7018 2290 0001 7944 7623

David Washburn
603 Griegos Rd. NW
Albuquerque, NM 87107

NOTICE OF DEMAND FOR SPECIFIC INFORMATION
REGARDING D-101-CV-2013-00904, Wells Fargo Bank NA, et. al., v. Marcelina Y. Martinez, et. al.
AND TO WITHDRAW REPORT OF SPECIAL MASTER FOR LACK OF AUTHORITY

Notice to Principal is Notice to Agent
Notice to Agent is Notice to Principal

Dear Mr. Washburn,

On March 3, 2021 you allegedly “sold” property under the aforementioned case in the First Judicial District Court. As an officer of the court under the control of the Judges by whom you have been appointed, you are bound by the Code of Judicial Conduct, Rule 21-001 et seq. NMRA. See, e.g. the following:

1. Rule 21-212A NMRA provides, “A judge shall require court staff, court officials, and others subject to the judge’s direction and control to act in a manner consistent with the judge’s obligations under this Code.”
2. Rule 21-213A(3) provides, A. In making administrative appointments, including the appointment of lawyers, a judge: shall avoid the appearance of impropriety.
3. Rule 21-213 Committee Commentary [1] provides, “Appointees of a judge include assigned counsel, officials such as referees, commissioners, *special masters*, mediators, receivers, and guardians, and personnel such as clerks, secretaries, and bailiffs. Consent by the parties to an appointment or an award of compensation does not relieve the judge of the obligation prescribed by Paragraph (A).” Emphasis added.
4. The New Mexico Attorney General agrees that the oversight function of special masters rests squarely on the judiciary, stating, “Judicial employees acting in a quasi-judicial capacity are now subject to valid laws and rules comprising a system of discipline.” Attorney General Opinion “Constitutionality of Certain Provisions in Senate Bill 668, Passed During the 2019 Regular Session (Revised)”
5. Rule 21-204 requires, “B. A judge shall not permit family, social, political, financial, or *other interests or relationships* to influence the judge’s judicial conduct or judgment.” and “C. A judge shall not convey or permit others to convey that any person or organization is in a position to influence the judge.”

I am aware that your employer, National Services and Investigations, Inc., is owned by Walter S. Brand, recent ex-husband of Rose Marie Colmenero Ramirez f/k/a Rose Marie Brand. Ms. Ramirez’s firm, Rose L. Brand & Associates is the firm that initiated the foreclosure against “Marcelina Martinez” and that is involved in countless foreclosures across the state. I am aware that you are not an attorney authorized to practice law in New Mexico and I am aware that you once worked for her as a paralegal. Now it is her firm, through attorney Elizabeth Mason, who is representing you in any

legal action. I appreciate them making this much easier for me to prove the collusion; however, it is you that is ultimately liable for orchestrating the theft of thousands of homes rightfully owned by New Mexicans.

It is unclear whether you and Rose Ramirez are actually colluding with the judges in the state or if you think you are smarter than they. Or are you actually trying to place them in a position to lose their seats on the bench or, worse, criminal prosecution?

Further, I am aware that you are a paralegal who once worked for Rose Little Brand & Associates. Perhaps it was during this employment that you concocted a scheme to take advantage of the many New Mexicans who believe the foreclosure process is legitimate and walked away from thousands of homes leaving you to snatch them right up with the help of the courts. This being said, it is my belief that you have been practicing law without a license and are subject to prosecution for this alone. Of course, theft of property via void special master's deeds is a far greater crime.

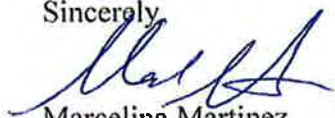
I am asking you, nicely, to provide me the information I have sought through IPRA requests to your company, NSI and also to the court. You can consider this a demand, albeit friendly as of right now. I specifically requested the following:

All communications between David Washburn and Tiffany & Bosco P.A. agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.; all communications between David Washburn and Houser LLP agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al. Include all communications prior to, during and after the alleged "sale", which purportedly was held on March 3, 2021; Evidence of funds transferred from the alleged purchaser; Receipts for advertisement in the newspaper having a general circulation in Santa Fe County, New Mexico; Evidence of Bond/Insurance of David Washburn (name of insurance company, address and policy number).

Also, please provide the Order appointing you as special master and provide details of your compliance with Rule 1-053 NMRA governing Masters. Further, I am demanding that you withdraw your "Report of Special Master" for being tainted with conflict of interest and other due process violations and that you cease and desist from acting in this matter further. You allegedly conducted this sale absent from any authority, as there is no Order on the record showing that you were properly appointed or substituted.

Although time is of the essence for me to obtain this information and to withdraw the Report of the Special Master within the First Judicial District Court, as a courtesy to you, I am allowing 30 (thirty) days from the date of this letter for you to provide the requested information and evidence of the withdrawal. Be advised that you, personally, would be liable to me if I were to lose my property. Corporations cannot go to jail, only men or women who do the bidding of those corporations. The right to due process is one for which our Founding Fathers fought and is embedded in the constitutions for New Mexico and the United States of America. Thus you should take this demand seriously.

Sincerely,



Marcelina Martinez
All Rights Reserved

THIRD PARTY CERTIFICATE OF MAILING

The services in this matter are done on behalf of Marcelina (Martinez).

It is hereby certified that on this 5th day of August, 2021, I, Marcelina, authorize the undersigned Third-Party Witness to Mail these Documents to:

David Washburn
603 Griegos Rd. NW
Albuquerque, NM 87107

Hereinafter, "Recipient", the documents which include the following:

1. NOTICE OF DEMAND FOR SPECIFIC INFORMATION REGARDING D-101-CV-2013-00904, Wells Fargo Bank NA, et. al., v. Marcelina Y. Martinez, et. al. AND TO WITHDRAW REPORT OF SPECIAL MASTER FOR LACK OF AUTHORITY
2. Copy of Third-Party Certificate of Mailing

By certified mail tracking number, 7018 2290 0001 7944 7623
Third-Party Witness, by placing the same in envelope, properly addressed to Recipient at the said address and sealing the same with the tracked mailing documents to be mailed through the U.S. Postal Service within the State of New Mexico.

Third-Party Witness to Mailing of Documents: Gilbert Romero

I, Floyd Gilbert (Romero), being competent to witness and being over the age of 21 certify that these Documents have been witnessed on this 5th day of August, 2021, and all the Documents being sent out are true and correct to the best of my knowledge.

Signature _____

State of New Mexico
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of August, 2021 by Gilbert Romero, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public (Seal) My Commission Expires: _____

Marcelina Martinez
c/o PO Box 2077
Santa Cruz, New Mexico
August 27, 2021
CERTIFIED MAIL NO: 7017 0530 0000 0488 8302

DAVID WASHBURN
National Services & Investigations, Inc.
C/O REGISTERED AGENTS INC.
530-B HARKLE ROAD, STE 100
Santa Fe, NM 87505

NOTICE OF DEMAND FOR PROOF OF AUTHORITY

Notice to Principal is Notice to Agent
Notice to Agent is Notice to Principal

On March 3, 2021 you allegedly "sold" property under the case D-101-CV-2013-00904 in the First Judicial District Court, which affects property in my ownership and possession and to which I hold paramount title. In that action you purportedly conducted judicial proceedings on the courthouse steps and subsequently signed and filed onto the record documents entitled, "Report of Special Master" with a "Special Master's Deed" attached. The deed purportedly conveys *my property* to Wells Fargo Bank, N.A., as trustee, on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1. This document has the potential of damage to my property, a loss of money, and injury to me.

I previously sent you a Notice of Demand for Specific Information and to withdraw your report of special master for lack of authority. You received this Notice on August 7, 2021. I gave you thirty (30) days to do so or to provide a response as to why you should not. As the thirty days has not yet expired, please consider this a demand for additional information that might indemnify you of claims I currently have against you.

Specific to this Notice of Demand, I am respectfully asking that you provide me evidence that you had authority to conduct the alleged sale on March 3, 2021. Please provide a validated copy of the appointment from the Court granting you such authority. Please also provide evidence of your current and valid license to practice law in New Mexico as an appointee of the Court as special master. If you do not provide this information within fourteen (14) days from the date of this Notice it will be deemed admitted that you did not have authority to conduct the alleged sale, e.g. judicial proceedings, on the courthouse steps.

Sincerely,


Marcelina Martinez
All Rights Reserved

Cc: David Washburn, 603 Griegos Rd. NW, Albuquerque, NM 87107

FIRST JUDICIAL DISTRICT COURT
SANTA FE COUNTY
STATE OF NEW MEXICO

Marcelina Martinez,

Plaintiff,

v.

No. D-101-CV-2021-01403

NATIONAL SERVICES & INVESTIGATIONS, INC.,
DAVID WASHBURN acting as "Special Master",
and the FIRST JUDICIAL DISTRICT COURT

Defendants.

**DEFENDANT NATIONAL SERVICE & INVESTIGATIONS, INC'S
RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSIONS**

To: Marcelina Yolanda Martinez
PO Box 2077
Santa Cruz, NM 87567
505-672-8497
Aequitasveritas777@gmail.com
Plaintiff

COMES NOW, Defendant National Services & Investigations, Inc. (herein corrected to National Service & Investigations, Inc. "NSI") by and through its undersigned counsel of record, Rose L. Brand & Associates, P.C. (Elizabeth Dranttel) and hereby provides its Response to Plaintiff, Marcelina Martinez's First Request for Admissions from Defendant National Service & Investigations, Inc. as follows:

REQUESTS FOR ADMISSION

1. The incorporator(s) and officers of NSI are not authorized to practice law in New Mexico.

Admit ☒ Deny ☐

EXHIBIT K

2. The officers of NSI are not authorized to practice law in New Mexico.

Admit ☒ Deny ☐

3. NSI does not employ individuals authorized to practice law in New Mexico.

Admit ☒ Deny ☐

4. NSI advertises legal services on its website.

Admit ☐ Deny ☒

NSI offers service of Process, Skip Tracing, Special Master, Notices and Posting services on its website which are connected to the legal arena and are considered legal support services but are not “legal” in the sense of practicing law.

5. NSI advertises Special Master Services on its website.

Admit ☒ Deny ☐

NSI offers Special Master Services on its website which are connected to the legal arena but are not “Legal” in the sense of practicing law, but rather legal support services.

STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA
FIRST JUDICIAL DISTRICT COURT

Case No.: D-117-CV-2015-00345

US BANK TRUST NATIONAL ASSOCIATION, AS
TRUSTEE OF THE CHALET SERIES IV TRUST,

Plaintiff,

v.

ESTATE OF ROSE R. MARTINEZ AKA ROSE E. MARTINEZ, DECEASED;
FELIX J. MARTINEZ A/K/A FELIX JOE MARTINEZ; MARCELINA MARTINEZ;
UNKNOWN HEIRS, DEVISEES OR LEGATEES OF ROSE R. MARTINEZ, DECEASED;
AND OCCUPANTS OF THE PROPERTY, IF ANY.

Defendants.

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that on June 15, 2022, at the hour of 11:00 am, the undersigned Special Master, or his designee, will, at the front entrance of Espanola City Hall, located at 405 Paseo De Onate, Espanola, NM 87532, sell all of the rights, title, and interests of the above-named Defendants, in and to the hereinafter described real property to the highest bidder for cash. The property to be sold is located at 737 State Road 76, Chimayo, NM 87522-0232 and is more particularly described as follows:

A certain parcel of land, lying and being situate within Santa Cruz Grant, within projected Section 36, T21N R9E, NMPM, in the vicinity of the community of Chimayo, County of Rio Arriba, State of New Mexico.

Containing 0.631 of an acre, more or less.

According to the plat of survey entitled "Boundary Survey Plat for Rose Martinez," filed for record February 20, 2003 in Book of Plats A1 at Page 2, records of Rio Arriba County, New Mexico.

EXHIBIT L

Including any improvements, fixtures, and attachments, such as, but not limited to, mobile homes (hereinafter, the "Property"). If there is a conflict between the legal description and the street address, the legal description shall control.

The foregoing sale will be held pursuant to the *In Rem* Summary and Default Judgment, Decree of Foreclosure and Order for Foreclosure Sale filed on April 28, 2022 rendered by the Court in Case No. D-117-CV-2015-00345 ("Judgment"), being an action to foreclose a mortgage on the Property. Pursuant to the Judgment Plaintiff's Judgment is in the amount of \$168,271.70 plus additional amounts as set forth therein. The Court reserves entry of final judgment against Defendants for the amount due after foreclosure sale, including interest, costs, and fees as may be assessed by the Court. Plaintiff, including Plaintiff's successors, assigns and/or authorized agents, has the right to bid at the foregoing sale in an amount equal to the Judgment, and to submit its bid either verbally or in writing. Plaintiff may apply all or any part of the Judgment to the purchase price in lieu of cash. In accordance with the Court's decree, the proceeds of the sale are to be applied first to the costs of sale, including the Special Master's fees, second to Plaintiff or any authorized agent, assignee or successor of Plaintiff. Additional surplus monies, if any, are to be distributed in accordance with further order from this Court.

NOTICE IS FURTHER GIVEN that in the event that the Property is not sooner redeemed, the undersigned Special Master will, as set forth above, offer for sale and sell the Property to the highest bidder for cash or equivalent, for the purpose of satisfying, in the adjudged order of priorities, the Judgment described herein, together with any additional costs and attorneys' fees, including the costs of advertisement and publication for the foregoing sale, and, reasonable receiver and Special Master's fees in an amount to be fixed by the Court. The foregoing sale may be postponed and rescheduled at the discretion of the Special Master, and is subject to all taxes, utility liens and other restrictions and easements of record, and subject to a one (1) month right of

redemption held by the Defendants upon entry of an order approving sale, and subject to the entry of an in rem order of the Court approving the terms and conditions of sale.

Witness my hand this 11th day of May, 2022.

/s/ David Washburn

David Washburn, Special Master

PO Box 91988

Albuquerque, NM 87199

Telephone: (505) 433-4576



M Martinez <aequitasveritas777@gmail.com>

D-101-CV-2013-00904, Wells Fargo Bank NA, et. al., v. Marcelina Y. Martinez, et. al.

Bryan Biedscheid <sfeddiv6proposedtxt@nmcourts.gov>

Thu, Jun 30, 2022 at 4:08 PM

To: "Solomon S. Krotzer" <skrotzer@houser-law.com>

Cc: "sfeddiv6proposedtxt@nmcourts.gov" <sfeddiv6proposedtxt@nmcourts.gov>, "Aequitasveritas777@gmail.com" <Aequitasveritas777@gmail.com>, "khs@sommerkarnes.com" <khs@sommerkarnes.com>, "Dnesbitt@tblaw.com" <Dnesbitt@tblaw.com>, "dwertz@aldridgepite.com" <dwertz@aldridgepite.com>

The Judge has granted the Application, but you need to submit an order with the proposed writ attached. Thank you.

Terri S. Sossman, Trial Court Administrative Assistant
to Chief Judge Bryan Biedscheid
First Judicial District Court - Division VI
225 Montezuma Ave.
Santa Fe, NM 87501
505-455-8215 (phone)

Chief Judge Bryan Biedscheid, Div. 6

Remote Access All hearings are conducted by Google Meet. The court prefers counsel and parties to participate by video at <https://meet.google.com/hdc-wqjx-wes>. If it is not possible to participate by video, you may participate by calling (US) +1 954-507-7909 PIN: 916 854 445# **Please be advised that this pin and link are only for Division 6 and they will not connect you to another division.**

On Wed, Apr 6, 2022 at 11:48 AM Solomon S. Krotzer <skrotzer@houser-law.com> wrote:

[Quoted text hidden]

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[Quoted text hidden]

ALDRIDGE | PITE LLP

Alabama · Alaska · Arizona · California · Florida · Georgia · Hawaii · Idaho · Nevada · New Mexico · New York ·
Oregon · Tennessee · Texas · Utah · Washington

October 22, 2019

ATTN: SHERIFF CLERK

WRIT OF ASSISTANCE FOR EVICTION LOCKOUT

AP File #: 1016-4632A
Case #: D-101-CV-2016-02552

Dear Sheriff Clerk:

Enclosed is a copy of the Writ of Assistance along with a check in the amount of \$40.00 for the service fees. **Please evict all persons named in the Writ of Assistance.**

Defendant(s) Name(s): ADIN BURROUGHS and JENNIFER BURROUGHS

Address: 8 Cerro Ct, Edgewood, NM 87015

The below Agent will be on site during the eviction and will be receiving possession of the premise:

Agent: Melinda Baisa

Phone Number: 505-453-6264

Please call Matthew Costello at 619-326-2447 or at Bobby Choudhury 702-991-4638 once a Lockout date has been set. You may also send an email with the Lockout Information to:
mcostello@aldridgepite.com or udstatus@aldridgepite.com.

I AUTHORIZE THE SHERIFF TO EXECUTE ON THE WRIT OF ASSISTANCE IN THE MANNER PRESCRIBED BY LAW.

ALDRIDGE PITE, LLP



Matthew Costello

Eviction Paralegal – AK, AZ, CA, and NM

Aldridge | Pite, LLP

4375 Jutland Drive

San Diego, CA 92117

Direct: (619) 326-2447

Direct Fax: (619) 590-1385

incostello@aldridgepite.com

4375 Jutland Drive
P.O. Box 17933
San Diego, CA 92177-0933
(858) 750-7600
www.aldridgepite.com

EXHIBIT 3

Aldridge Pite LLP
GA Operating Account
3575 Piedmont Road NE #500
Atlanta, GA 30305

Wells Fargo, N.A.
Georgia
84-22/810

October 22 2019

PAY *** Forty and 00/100 US Dollar

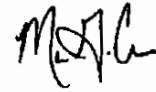
\$ 40.00***

TO THE ORDER OF

SANTA FE COUNTY SHERIFF'S OFFICE

102 Grant Ave
Santa Fe, NM 87501

VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

10/22/2019

SANTA FE COUNTY SHERIFF'S OFFICE - GA Operating Account, Aldridge Pite LLP

DATE	INVOICE NO.	DESCRIPTION	MATTER ID	AMOUNT
10/22/2019	VCRI484474-San	Eviction Cost: Lockout Costs, 1016-4632A		40.00
Total:				40.00

10/22/2019

SANTA FE COUNTY SHERIFF'S OFFICE - GA Operating Account, Aldridge Pite LLP

DATE	INVOICE NO.	DESCRIPTION	MATTER ID	AMOUNT
10/22/2019	VCRI484474-San	Eviction Cost: Lockout Costs, 1016-4632A		40.00
Total:				40.00

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

FILED
1st JUDICIAL DISTRICT COURT
Santa Fe County
4/24/2019 9:13 AM
STEPHEN T. PACHECO
CLERK OF THE COURT
Michael Roybal

NO. D-101-CV-2016-02552

USAA FEDERAL SAVINGS BANK,

Plaintiff,

v.

ADIN D. BURROUGHS, AND JENNIFER BURROUGHS,

Defendants.

**WRIT OF ASSISTANCE IN FAVOR OF PURCHASER OF
MORTGAGED PREMISES AT SPECIAL MASTER'S SALE**

STATE OF NEW MEXICO TO THE SHERIFF OF SAID COUNTY,
GREETING:

WHEREAS, it appears from the pleadings filed herein that the occupant(s) are in possession of the property described below, possession of which Plaintiff is entitled, and is located at 8 Cerro Ct, Edgewood, NM 87015, and more fully described as:

Tract numbered Two-C-One (2-C-1), as the same is shown and designated on the plat entitled "Lot Line Adjustment for Jeffrey L. & Maria L. Ovington and Charles G. & Traci G. Love, Tracts 2-C-1 & 2-D-1, Lands of Andrew M. and Anne M. Kwas, situate within Section 29, T 10 N, R 7 E, N.M.P.M., Santa Fe County, New Mexico", filed in the office of the County Clerk of Santa Fe County, New Mexico, on May 10, 2000, in Plat Book 443, Page 009.

NOW, THEREFORE, you are commanded to immediately go to and enter upon said property and eject and remove there from all person(s) possessing the same or any part thereof against the Plaintiff, and that you place said Plaintiff, its agents or assigns, in possession of said property without delay, and from time to time maintain, keep and defend continued possession in the Plaintiff, its successors or assigns, according to the tenor and intent of this Writ. All personal property remaining at the property is hereby

deemed abandoned and may be discarded and/or sold by Plaintiff, its successor or assigns.




BRYAN BIEDSCHEID
DISTRICT COURT JUDGE
DATE: APRIL 24, 2019

SUBMITTED BY:

WEINSTEIN & RILEY, P.S.

/s/ Jason Bousliman
Jason Bousliman
5801 Osuna Rd Ne, Suite A-103
Albuquerque, NM 87109
505-348-3200
jasonb@w-legal.com
Attorney for Plaintiff

NOTICE TO:

Adina D. Burroughs and Jennifer Burroughs
8 Cerro Ct.
Edgewood, NM 87015

Occupants
8 Cerro Ct.
Edgewood, NM 87015

RETURN OF WRIT OF ASSISTANCE

I certify that I carried out this Writ of Assistance by removing all and every
occupant from the property and delivering possession of the premises to Plaintiff on the
_____ day of _____, 2019.

Date of Return: _____

SHERIFF OR DEPUTY SHERIFF
Santa Fe County, New Mexico