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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

NATIONSTAR MORTGAGE LLC,

Plaintiff,

vs.

PATRICK JOSEPH SORIA, an individual; WEST H&A, LLC, a Delaware Limited Liability Company; WARRANTED EFFECTUATION OF SUBSTITUTE TRANSFEREE INC, AKA W.E.S.T Inc., a Delaware Corporation; WESTWOOD LEGAL, a California Corporation; WESTWARD LEGAL, a California Corporation; BRIGHTON LEGAL GROUP, PC, a dissolved California Corporation; BLG PC NATIONAL BY BRIGHTON LEGAL GROUP, INC., a Delaware Corporation; DEUTSCHE MELLON NATIONAL ASSET, LLC, a Wyoming Limited Liability Company; CHRISTIANA WILMINGTON GLOBAL ASSET CORP., a Delaware Corporation; HBSC US IN ITS CAPACITY AS LEGAL TITLE HOLDER INCORPORATED, a Delaware Corporation; CAMDEN LEGAL GROUP, PC, a dissolved California Corporation; TAMYRA WHITE, an individual; GEORGE WESLEY JR. PIERCE, an individual; GRICELA MENDOZA, an individual; BERNARD GERMANI, an individual;

CASE NO. 2:18-cv-03041 DSF (RAOx)

**ORDER FINDING DEFENDANTS  
PATRICK J. SORIA, WEST H&A  
LLC, WESTWOOD LEGAL, and  
HBSC US IN ITS CAPACITY AS  
LEGAL TITLE HOLDER  
INCORPORATED IN CONTEMPT**

1 REBEKAH BROWN, an individual;  
2 MICHAEL C. JACKSON, an  
3 individual; CYNTHIA LARA, an  
4 individual; F. MARTINEZ, an  
5 individual; JENNY DE LEON, an  
6 individual; ELBA CHAVEZ, an  
7 individual; RYAN ALEXANDER  
8 UROQUIZU, an individual; ROGER  
9 FRANKLIN, an individual; AND  
10 WHATEVER NAME THEY MAY DO  
11 BUSINESS UNDER; and DOES 1  
12 through 10 inclusive

Defendants.

13 On April 23, 2018, this Court issued its Order Granting Plaintiff Nationstar  
14 Mortgage LLC's Ex Parte Application for Temporary Restraining Order with Asset  
15 Freeze; Order to Show Cause Why Preliminary Injunction Should Not Issue;  
16 Granting Nationstar Mortgage LLC's Ex Parte Application for an Appointment of  
17 Temporary Receiver and Other Equitable Relief; and Order to Show Cause Why a  
18 Permanent Receiver Should Not be Appointed. A hearing was set for May 7, 2018.  
19 The Order was served on a number of individual Defendants and a number of the  
20 Defendant entities owned or controlled by Defendant Patrick Soria in the next few  
21 days. It purportedly was served on Soria by substituted service on Soria's brother  
22 Christopher on April 24 and also by service on his attorneys (who represent him in  
23 several other matters). It was served by personal service on Soria on May 2.

24 On May 4, Nationstar filed its Application for Order to Show Cause as to Why  
25 Defendants Patrick J. Soria, West H&A LLC, Westwood Legal, and HBSC US in its  
26 Capacity as Legal Title Holder Incorporated Should Not be Held in Contempt.

27 Soria appeared at the May 7 hearing and stated that he was filing an  
28 opposition to Nationstar's Application. He was given an opportunity to be heard.  
The Court indicated it would grant the relief requested by Nationstar and made  
additional oral orders and instructed Soria to comply. The Court also set a briefing  
schedule for the Order to Show Cause and a hearing date of June 11. After

1 reviewing Soria's "opposition," the Court issued its Order Entering a Preliminary  
2 Injunction against Defendants and Appointing a Permanent Reciever.

3 On May 16, Nationstar filed its Ex Parte Application for Order to Show  
4 Cause as to Why Defendant Patrick Soria and Non-Parties Steve Mehdian aka Steve  
5 Median and Creativenote, Inc. Should Not be Held in Contempt. The Court granted  
6 the Application, set the hearing for May 30, and advanced the hearing on the  
7 previously scheduled Order to Show Cause to May 30. The Court additionally  
8 ordered that all parties covered by the preliminary injunction were to continue to  
9 comply with the injunction.

10 The hearing on the Court's Orders to Show Cause re Contempt against Soria  
11 individually and acting solely by himself and on behalf of the various corporate  
12 accounts he has control over (Soria Defendants), West H&A LLC (West H&A),  
13 Westwood Legal (Westwood), and, HBSC US in its Capacity as Legal Title Holder  
14 Incorporated (HUCLTH) was held on May 30, 2018 at 1:30 p.m. Soria and  
15 Mehdian appeared pro se. No appearance was made for the corporate entities as  
16 they can only appear through counsel. Sandford Frey of Leech Tischman Fuscaldo  
17 & Lampl, Inc. appeared in the limited capacity as bankruptcy counsel for Soria.  
18 Gary Owen Caris of Barnes & Thornburg LLP appeared on behalf of the Permanent  
19 Receiver Robb Evans & Associates LLC. Jered T. Ede and Jane M. Kutepova of  
20 Hall Griffin LLP appeared on behalf of Nationstar. There were no other  
21 appearances.

22 The Court considered the filings in support of and in opposition to the  
23 Applications.

24 Nationstar submitted substantial documentary evidence. Although Soria  
25 submitted two oppositions to the Applications (one specifically addressed to the  
26 Application previously scheduled to be heard on June 11 and the other addressed to  
27 the second Application), he did not dispute any of the factual allegations. Instead he  
28

1 attempted to argue that his business model was valid and that Nationstar is simply a  
2 competitor trying to interfere with his business.

3 Because Soria did not dispute the evidence provided by Nationstar, the Court  
4 accepts that evidence as Nationstar's prima facie case. Peterson v. Highland Music,  
5 Inc., 140 F.3d 1313, 1324 (9th Cir. 1998) (where "the affidavits offered in support  
6 of a finding of contempt are uncontroverted, we have held that a district court's  
7 decision not to hold a full-blown evidentiary hearing does not violate due process");  
8 see also Thomas, Head and Greisen Emps. Tr. v. Buster, 95 F.3d 1449, 1458 (9th  
9 Cir. 1996) (affirming district court's contempt order where non-moving party had  
10 "ample notice and an opportunity to respond" and district court required briefing).

11 The Court then permitted Soria to present his case. Soria testified on his own  
12 behalf. His basic premise appeared to be that his business model was legitimate, to  
13 the extent his brother Christopher conducted activity in violation of this Court's  
14 Order, Christopher was acting on his own and against Soria's wishes, and Soria did  
15 not intend to violate this Court's orders. He also testified, however, that an attorney  
16 had advised him that he did not have to comply with this Court's April 23 Order  
17 because it had not been served in a timely manner. (Of course, even if such advice  
18 had actually been given, it cannot have led Soria to believe he was not required to  
19 comply with the oral orders issued by the Court at the May 7 hearing.) In any event,  
20 the Court finds Soria's testimony is not credible. The Court finds Soria's actions  
21 were willful and deliberate, not technical violations, and not the result of any  
22 confusion about the requirements of this Court's written and oral orders, or the  
23 result of any good faith and reasonable interpretation of this Court's orders.

24 The Court finds by clear and convincing evidence that Soria is in civil  
25 contempt for at least the following conduct:<sup>1</sup>

26 \_\_\_\_\_

27 <sup>1</sup> The Court declines to consider at this time allegations of contempt between the time  
28 Soria was apparently served by substitute service and the time he was personally served,  
and declines to address each of the allegations raised by Nationstar due to the number of

- 1           1.     After being ordered by the Court on May 7, 2018 to provide the  
2           password to the soria.patrick@gmail.com account, Soria changed the  
3           password in such a manner as to deny access to the Receiver of that e-  
4           mail account;
- 5           2.     After being orally ordered on May 7, 2018 to cooperate with the  
6           Receiver as required by the Preliminary Injunction, Soria failed to  
7           provide the Receiver with any of the information requested by the  
8           Receiver at the May 7, 2018 hearing;
- 9           3.     After being orally ordered on May 7, 2018 to cooperate with the  
10          Receiver to correct his earlier failures to comply with the Court's  
11          orders, Soria failed to appear at the May 10, 2018 meeting with the  
12          Receiver that had been agreed to between Soria and the Receiver and  
13          noted on the record on May 7; and
- 14          4.     Soria represented to the Court on May 7, 2018, that he did not have  
15          knowledge of the passwords for the corporate Receivership  
16          Defendants' e-mail accounts, despite such passwords being identical to  
17          the one provided by Soria as to soria.patrick@gmail.com.

18           Soria, or unknown persons acting on his behalf, has also violated the Court's  
19 orders in at least the following additional ways:

- 20          1.     The Soria Defendants forwarded an email to Brett Wolcott containing  
21          possible buyer information regarding the hijacked property at 21  
22          Skyridge Newport Beach, CA;
- 23          2.     The Soria Defendants sent an email to Brett Wolcott titled "Interim  
24          Binder Policy for DNE Associates" that contained an "Interim Title  
25          Insurance Binder Policy" that the Soria Defendants claimed was good  
26          for 9 months, including the attached policy, in order to use the "policy"  
27          to sell a hijacked property;

28           alleged violations.

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3. The Soria Defendants created the “Title Binder” for 1986 Trotter Ln, Yorba Linda, CA 92886, attempting to provide a “title” policy in order for the Soria Defendants to sell a fraudulently acquired property. Further, the Soria Defendants attempting to misrepresent that such company can provide these policies;
4. The Soria Defendants sent an email to AC.H[REDACTED]@gmail.com, which contained a recorded wild document titled “Release of Mortgage”;
5. The Soria Defendants forwarded an email to Brett Wolcott that contained an attachment from a potential buyer of a property. The attachment was an executed Real Estate Purchase agreement for a fraudulently hijacked “21 Skyridge, Newport Beach, CA 92657” property for 7 million dollars;
6. The Soria Defendants communicated with borrower K. Cipriano, giving advice on what the borrower’s attorney should be doing;
7. The Soria Defendants sent an email to Deb Mason attaching a payoff demand for a borrower Luke Stevens, at 3300 E. 3rd St. Silver Springs, NV, another hijacked property. The attached payoff demand was asking that the payoff check be sent to Corporate Defendant HBSC c/o the Law Offices of Joseph F. Hart;
8. The Soria Defendants communicated with borrower K. Cipriano, and made misrepresentations about the ownership of K. Cipriano’s property;
9. The Soria Defendants sent an email to Steve Mehdian to see if the website [www.patrickvsyourservicer.com](http://www.patrickvsyourservicer.com) was available;
10. The Soria Defendants sent an email to Lexis Nexis claiming that Soria will handle paying them that day;

- 1           11. The Soria Defendants contested a refund request from a borrower (on  
2           PayPal) and responded to PayPal that West H&A “holds a Mortgage  
3           Trial Plan Modification” with the borrower and that the borrower owes  
4           them money (including attaching the so called modification);
- 5           12. The Soria Defendants communicated with borrower K. Cipriano,  
6           making false assertions about the Soria Defendants’ business in the  
7           process;
- 8           13. The Soria Defendants paid \$4,257.80 to Ruby Receptionists, Inc. to  
9           maintain their reception Service;
- 10          14. The Soria Defendants sent an email to Lexis Nexis regarding a  
11          suspension warning and claiming that they will call Lexis Nexis  
12          regarding the issue; and
- 13          15. Between May 15 and May 24, 2018, the Soria Defendants made  
14          numerous charges to a PayPal account despite having no right to do so  
15          under the Preliminary Injunction. Those charges only ended when the  
16          account was out of funds.

17           The Court therefore finds that a coercive sanction is appropriate to remedy the  
18           consequences of Soria’s violations. As Soria contends he has virtually no funds  
19           other than those provided by others, a monetary sanction is not feasible. The only  
20           sanction with any reasonable likelihood of coercing compliance – and therefore, the  
21           least coercive sanction – is incarceration. Nevertheless, the Court agreed to provide  
22           Soria with one more chance to comply with this Court’s Orders before being  
23           imprisoned.

24           For the above-stated reasons, the Court finds Patrick J. Soria, West H&A,  
25           Westwood, and HUCLTH have willfully, knowingly, and regularly violated this  
26           Court’s Orders and are therefore in contempt of Court.

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**IT IS THEREFORE ORDERED THAT:**

1 Soria, West H&A, Westwood, and HUCLTH are to bring themselves into  
2 compliance with this Court's Order Entering Preliminary Injunction Against  
3 Defendants and Appointing Permanent Receivership (Preliminary Injunction) (Dkt  
4 46).

5 In order to purge this contempt, Soria, West H&A, Westwood, and HUCLTH  
6 are immediately ordered to:

- 7 1. Disclose to and provide the Receiver the location of and access to all  
8 electronic and paper accounting records for the Receivership  
9 Defendants (Receivership Defendants is used throughout this Order to  
10 include all entities defined as such in the Preliminary Injunction and  
11 also specifically includes without limitation Soria individually),  
12 including without limitation QuickBooks;
- 13 2. Disclose to and provide to the Receiver all locations of and access to all  
14 business operations for the Receivership Defendants;
- 15 3. Disclose to and provide to the Receiver the location of and access to all  
16 electronic and paper consumer records for the Receivership  
17 Defendants;
- 18 4. Provide the Receiver with a list of all tax identification numbers for the  
19 Receivership Defendants;
- 20 5. Provide the Receiver with a list of all bank accounts, by name and  
21 account number, for the Receivership Defendants;
- 22 6. Provide the Receiver full and complete copies of the 2015, 2016 and  
23 2017 tax returns for the Receivership Defendants;
- 24 7. Provide the Receiver full and complete written financial disclosures for  
25 the Receivership Defendants, executed under penalty of perjury,  
26 including without limitation detail concerning all assets, liabilities and  
27 income;

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- 1           8.     Provide the Receiver a list of all business activities the Receivership  
2           Defendants have been involved in since January 23, 2018 including a  
3           detailed status of each activity, including, but not limited to, a full and  
4           complete detailed disclosure of all transactions, wires, or money sent  
5           to/from the “Law Offices of Joseph F. Hart Client Trust Account,” and  
6           to any other trust account maintained by attorney Joseph Hart in any  
7           way relating to such activities;
- 8           9.     Provide the Receiver a detailed disclosure as to all payments to any  
9           Receivership Defendant or for their benefit, since January 23, 2018.  
10          “Payments” include, without limitation, transfers of any money or real  
11          or personal property or other thing of value, and whether or not value  
12          was exchanged for the payment. This includes, but is not limited to, a  
13          full and complete detailed disclosure of all payments made to/from the  
14          “Law Offices of Joseph F. Hart Client Trust Account,” and to any other  
15          trust account maintained by attorney Joseph Hart, and the disposition of  
16          each such payment (i.e., to whom the payment was released, who  
17          remains in possession of such payment, if the payment has been  
18          transferred, if so a disclosure as to who transferred it and the transferee  
19          of such payment), including without limitation the payment of  
20          approximately \$513,000 for the benefit of Defendant Deutsche Mellon  
21          National Asset, LLC on or about March 22, 2018 in connection with  
22          the purported sale of real estate in Frisco, Texas;
- 23          10.    Turn over all funds received by the Receivership Defendants since  
24          January 23, 2018, to the Receiver;
- 25          11.    Provide the Receiver a detailed disclosure as to all payments made by  
26          any Receivership Defendant or for its benefit, since January 23, 2018.  
27          “Payments” has the same meaning as set forth in paragraph 2(i) herein;  
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- 1           12. Provide the Receiver written confirmation under penalty of perjury that  
2           the Receivership Defendants and CreativeNote have complied with the  
3           Receiver’s repeated requests to lock the Receivership Defendants out of  
4           all business email accounts and to provide the Receiver unlimited  
5           access to all business email accounts. Soria, West H&A, Westwood  
6           and HUCLTH are to provide the Receiver with a list of and immediate  
7           access to and exclusive control of every email used by any  
8           Receivership Defendant or any of its employees or agents, including  
9           but not limited to “soria.patrick@gmail.com” and  
10           “patrick.joseph.soria@gmail.com.” Nothing in this Order shall  
11           constitute a waiver of any attorney-client privilege that may exist.  
12           Furthermore, Soria, West H&A, Westwood and HUCLTH are to  
13           provide the Receiver with a list of and immediate access to and  
14           exclusive control over every website used by any Receivership  
15           Defendant;
- 16           13. Provide the Receiver full and complete disclosure as to all recorded real  
17           property documents recorded by or on behalf of the Receivership  
18           Defendants, in connection with any asserted ownership interest in a  
19           secured promissory note, mortgage, deed of trust, or other real  
20           property-related security instrument, or in connection with any asserted  
21           real property ownership interest obtained following the purported  
22           acquisition of an ownership interest in a secured promissory note,  
23           mortgage, deed of trust or other real property-related security  
24           instrument;
- 25           14. Immediately cancel any open escrow/transaction purporting to sell any  
26           property, receive any payoff, or otherwise through which the  
27           Receivership Defendants may receive some benefit, and provide the  
28           Receiver with a list of all such escrows/transactions;

- 1           15. Provide a full and complete disclosure to the Receiver of each payment  
2           (including amount and source of payment) to any attorney since  
3           January 23, 2018, whether paid as a retainer or for services rendered or  
4           otherwise, by the Receivership Defendants including but not limited to  
5           any retainer paid to Leech Tischman Fuscaldo & Lampl, Inc.;
- 6           16. Close any open PayPal accounts, provide the Receiver with any balance  
7           remaining in such accounts, and provide the Receiver with a closing  
8           statement for such accounts or other satisfactory proof of closure;
- 9           17. Provide the Receiver with all debit, credit, and bank cards owned or  
10          used by the Receivership Defendants (no new cards are to be issued)  
11          and immediate access to any safe deposit box(es) used by or containing  
12          assets of the Receivership Defendants;
- 13          18. Immediately return to the Receiver any mail received by the  
14          Receivership Defendants since April 23, 2018;
- 15          19. Provide the Receiver with a list (with contact information) of all  
16          employees, agents, associates or anyone working for or with the  
17          Receivership Defendants or on their behalf, and immediately instruct  
18          the same to immediately cease doing business for or with the  
19          Receivership Defendants except only as is necessary to comply with  
20          this Order; and
- 21          20. Provide the Receiver with Soria's cell phone(s) and the requisite  
22          usernames/passwords required to access data on the phone(s) by no  
23          later than midnight, May 30, 2018 (Soria was ordered not to delete or  
24          destroy anything from the phone(s) prior to turnover).

25           Soria, West H&A, Westwood and HUCLTH were and are ordered to appear  
26 before this Court on Wednesday, June 6, 2018, at 3:00 p.m. for a further hearing on  
27 their compliance with the above conditions of purging this contempt and for further  
28 contempt proceedings.

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**IT IS SO ORDERED.**

DATED: 5/31/18



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Dale S. Fischer  
United States District Judge