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UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

In re: EDUARDO ENRIQUE VALLEJO, Debtor, _____ — EDUARDO ENRIQUE VALLEJO, Appellant, v. FEDERAL NATIONAL MORTGAGE ASSOCIATION, Appellee. _____ —	Docket No. 24-7612 BAP No. CC-23-1107-GCS Bk. No. 1:11-bk-13296-VK Adv. No. 1:23−ap−01010−VK MOTION FOR EXTENSION OF TIME TO DETERMINE THE REAL PARTY IN INTEREST

NOW COMES Appellant before the United States Court of Appeals for the Ninth Circuit and states the following:

That on December 18, 2024 Appellant received a copy of Document 1 opening this Appeal.

That on the same date Appellant received a copy of Document 2 requiring the Opening Brief to be filed by January 27, 2025.

That on December 19, 2024 Appellant received a copy of the Disclosure Statement filed by Appellee.

That since Fannie Mae has been under the conservatorship of the Federal Finance Agency (FHFA) since 2008, and the U.S. government through the Treasury Department holds all of Fannie Mae's preferred stock, and has significant influence and oversight over Fannie Mae's activities, they are also necessary Parties to this Appeal.

That pursuant to Federal Rule of Bankruptcy Procedure 8019 and 9th Cir. BAP Rule 8019-1, (a), Appellant files the following:

STATEMENT

That during the recent oral argument before the Bankruptcy Appellate Panel (BAP), Appellant thinks that the Appeal should have been continued because there is an ongoing material fact that must be decided by the Court and/or a trial by Jury before this Appeal presently pending before the Ninth Circuit is heard, based on the following:

That on January 3, 2019 Appellee Fannie Mae confirmed in writing that it acquired Appellant's loan number: 000655268606 on January 1, 2005, along with all the alleged loan documentation, including the original promissory note and original deed of trust stapled to it.

According to the Settlement statement by the U.S. Department of Housing and Urban Development, (HUD), with OMD No. 2502-0491, File No. CA-1173668, and Loan Number: 000655268606, it was funded by **Option One Mortgage** and **Bank of America**.

According to the Center for Public Integrity, (No. 6 of The Subprime 25: Option One Mortgage Corp./H&R Block Inc. – Center for Public Integrity), in 2005, the **U.S. Attorney's Office** found that the company had funded **fraudulent loans** for Pennsylvania brokers. **Option One** agreed to pay $100,000 to several Philadelphia-area community lending groups and reform its

lending practices. **Option One** maintained billions of dollars in lines of credit from companies including Citigroup, UBS, **Bank of America**, and Lehman Brothers.

Option One began as a subsidiary of Plaza Home Mortgage Corp. and was sold to Fleet Financial Group in 1995. H&R Block bought it in 1997. An ad on Monster.com for Option One once bragged "Our goal at Option One is not to be the biggest mortgage lender, but to be the best." The company stopped originating loans during H&R Block's third fiscal quarter, which ended January 31, 2008. On April 30, 2008, American Home Mortgage Servicing Inc., an affiliate of private equity company Wilbur Ross & Co., bought Option One's loan servicing business for $1.3 billion. Option One was a subsidiary of tax preparation firm H&R Block Inc.

That based on undisputed evidence, Appellant's the loan was immediately then secured by, purchased, owned, backed, and controlled by the **Federal National Mortgage Association** (hereinafter "Fannie Mae" or "FNMA") as of January 1, 2005, and Appellant has not assigned it since then to any other Party.

That upon information and belief, Appellant's agreement with GMAC provided for an escrow account to pay taxes and insurance.

That the mortgagee is required to pay for the insurance and taxes from the escrow account. No information has yet been received from Appellees regarding the details of this escrow account pursuant to CA Civ Code 2943.

That in the recent oral hearing celebrated before the BAP, Appellee Fannie

Mae verbally admitted that the real party interest may not be Fannie Mae at all, but rather a Guaranteed REMIC Pass-Through Certificates Fannie Mae REMIC Trust 2004-99 ("FNMA 2004-99 Trust"), of which Appellant is not aware.

That for the upcoming Appeal before the Ninth Circuit, Appellant would like clarification by Fannie Mae, of who of the above referenced Parties is the Real Party in interest, if Fannie Mae or the above referenced Trust, pursuant to the F.R.C.P. 19.

That if Fannie Mae did in fact transfer Appellant's loan to the above referenced Trust, there is no evidence if it was a result of a direct purchase and then sale by Fannie Mae, or an indirect investment in GMAC private securities that were placed in Fannie REMICs, and which Fannie Mae has failed to disclose to Appellant and now to this honorable Court.

That pursuant to Rule 9010 (c) of the Federal Rule of Bankruptcy Procedure, Appellant also requested to see a copy of the Attorney's Power of Attorney (POA), and authority to represent Appellee Fannie Mae, and has yet to receive it.

With nothing further to add, based on the above Appellant now requests an extension of time to file the opening brief for this Appeal, until the above referenced issues regarding the Real Party in interest is clarified by Appellee Fannie Mae, as the Law favors.

Dated: December 30, 2024

Respectfully Submitted,

/s/Eduardo E. Vallejo

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