

CLERK OF THE COURT

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2 GREGG A. HUBLEY (NV Bar #007386)
3 K. ALEXANDRA CAVIN (NV Bar #011782)
4 **PITE DUNCAN, LLP**
5 701 East Bridger Avenue, Suite 700
6 Las Vegas, Nevada 89101
7 Telephone: (702) 991-4628
8 Facsimile: (702) 685-6342
9 E-mail: Ghubley@piteduncan.com

10 Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 NEW YORK COMMUNITY BANK,

14 Plaintiff,

15 v.

16 SHADOW WOOD HOMEOWNERS'
17 ASSOCIATION, INC.; GOGO WAY TRUST;
18 and DOES 1 through 20, inclusive,

19 Defendants.

20 GOGO WAY TRUST,

21 Counterclaimant,

22 v.

23 NEW YORK COMMUNITY BANCORP,
24 INC.; DOE Individuals I through X; and ROE
25 Corporations XI through XX,

26 Counterdefendants.

Case No.: A-12-660328-C

Dept. No.: XV

**NOTICE OF HEARING ON MOTION
FOR SUMMARY JUDGMENT**

Date of Hearing: March 13, 2013

Time of Hearing: 9:00 a.m.

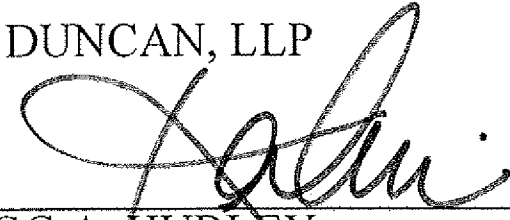
NOTICE OF HEARING ON MOTION FOR SUMMARY JUDGMENT

PLEASE TAKE NOTICE that Plaintiff/Counterdefendant's **MOTION FOR SUMMARY JUDGMENT** filed with the above-captioned Court on February 8, 2013, will come on regularly for hearing on **March 13, 2013, at the hour of 9:00 a.m.**, or as soon thereafter as the matter may be

1 heard, in Department XV of the above-entitled court located at 200 Lewis Avenue, 11th Floor,
2 Courtroom D, Las Vegas, NV 89155.

3 DATED this 12 day of February, 2013.

4 PITE DUNCAN, LLP



6 GREGG A. HUBLEY

7 K. ALEXANDRA CAVIN

8 *Attorneys for Plaintiff/Counterdefendant NEW*
9 *YORK COMMUNITY BANK*

1 New York Community Bank. v. Shadow Wood, et al.
2 District Court Clark County, Nevada
3 Case No(s). A-12-660328-C

4 DECLARATION OF SERVICE

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On February 12, 2013, I served the following document(s):

9 **NOTICE OF HEARING ON MOTION FOR SUMMARY JUDGMENT**

10 on the parties in this action addressed as follows:

11 Robert Koenig
12 Ryan Kerbow
13 **ALESSI & KOENIG, LLC**
14 9500 West Flamingo Road, Suite 205
15 Las Vegas, Nevada 89147
16 *Attorneys for Defendants Shadow Wood Homeowners'*
17 *Association, Inc. and Gogo Way Trust*

18 X **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am
19 readily familiar with the firm's practice of collection and processing correspondence for
20 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course
21 of business. I am aware that on motion of party served, service is presumed invalid if postal
22 cancellation date or postage meter date is more than one day after date of deposit for mailing
23 in affidavit.

24 **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated
25 above via certified mail, return receipt requested.

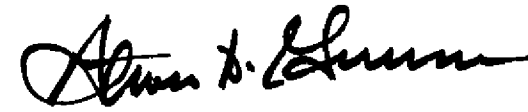
26 **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the
27 above-described document(s). I verified transmission with a confirmation printed out by the
28 facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and
mailed as indicated above.

 BY FEDERAL EXPRESS: I placed a true copy in a sealed Federal Express envelope
addressed as indicated above. I am familiar with the firm's practice of collection and
processing correspondence for Federal Express delivery and that the documents served are
deposited with Federal Express this date for overnight delivery.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
is true and correct.

Executed this 12th day of February 2013, at Las Vegas, Nevada.


NICOLE L. SCHLANDERER



CLERK OF THE COURT

1 **LTWT**
2 Ryan Kerbow, Esq.
3 Nevada Bar No. 11403
4 **ALESSI & KOENIG, LLC**
5 9500 W. Flamingo, Suite 205
6 Las Vegas, Nevada 89147
7 Phone: (702) 222-4033
8 Fax: (702) 222-4043
9 ryan@alessikoenig.com
10 *Attorneys for Defendants/Counterclaimants*
11 *Shadow Wood Homeowners' Association, Inc.; &*
12 *Gogo Way Trust*

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 **NEW YORK COMMUNITY BANCORP,**
11 **INC.,**

12 **Plaintiff,**

13 **vs.**

14 **SHADOW WOOD HOMEOWNERS**
15 **ASSOCIATION, INC.;, GOGO WAY TRUST;**
16 **and DOES 1 through 20, inclusive,**

17 **Defendants.**

18 **AND RELATED CROSS-CLAIMS**

Case No. A-12-660328-C
Dept. No. XV

Hearing date:
Hearing time:

**DEFENDANTS/
COUNTERCLAIMANTS SHADOW
WOOD HOMEOWNERS'
ASSOCIATION, INC'S and GOGO
WAY TRUST'S LIST OF TRIAL
WITNESSES AND EXHIBITS**

19
20
21 COME NOW, Defendants/Counterclaimants SHADOW WOOD HOMEOWNERS
22 ASSOCIATION, INC and GOGO WAY TRUST, by and through their attorneys of record,
23 Ryan Kerbow, Esq. of ALESSI & KOENIG, LLC, and hereby makes the following pretrial
24 disclosure of witnesses and exhibits, pursuant to NRCP 16.1(a)(3):
25

26 ///

27 ///

I. WITNESSES

1. Thomas Bayard, Esq.
c/o Alessi & Koenig, LLC
9500 W. Flamingo Rd. #205
Las Vegas, NV 89147
(702) 222-4033

Mr. Bayard is expected to testify regarding his knowledge of the facts and circumstances surrounding this litigation.

2. Iyad Haddad
c/o Alessi & Koenig, LLC
9500 W Flamingo Rd #205
Las Vegas, NV 89147
(702) 222-4033

Mr. Haddad is expected to testify regarding his knowledge of the facts and circumstances surrounding this litigation, including the Gogo Way Trust's purchase of the subject real property.

3. Person Most Knowledgeable
MP Association Management, Inc.
6029 S Fort Apache Rd #130
Las Vegas, NV 89148
(702) 304-9455

This person is expected to testify regarding his or her knowledge of the facts and circumstances surrounding this litigation, including the assessment account for the subject real property.

4. Person Most Knowledgeable of New York Community Bancorp, Inc.
c/o Grett A. Hubley
PITE DUNCAN, LLP
701 East Bridger Avenue, Suite 700
Las Vegas, NV 89101
(702) 991-4628

This person is expected to testify regarding his or her knowledge of the facts and circumstances surrounding this litigation.

1 Defendants reserve the right to call any or all Custodians of Records for their respective
2 organizations to authenticate any exhibits identified herein.

3 Defendants reserve the right to call any and or all witness identified by the any other
4 parties pursuant to NRCP 16.1 and NRCP 33. Defendants further reserve the right to call such
5 other witnesses as may be necessary for purposes of rebuttal, impeachment, or both.
6

7 II. DOCUMENTS

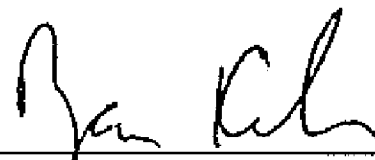
- 8 A. Breakdowns.
- 9 B. Various foreclosure documents and proofs of mailing.
- 10 C. Trustee's Deed Upon Sale recorded on May 24, 2011 in the Official Records of
11 Clark County, Nevada as Instrument No. 201105240003017.
- 12 D. Various foreclosure notices and proofs of mailing for the subject real property.
- 13 E. Trustee's Deed Upon Sale recorded on March 1, 2012 in the Official Records of
14 Clark County, Nevada as Instrument No. 201203010004775.
- 15 F. Affidavit of Gregory Brown regarding posting copy of Notice of Trustee's Sale
16 on the subject real property.
- 17 G. Certification of Publication in Clark County Legal News.
- 18 H. Cashier's Check, dated February 22, 2012.
- 19 I. Breakdowns of HOA lien emailed to dianna.palmer-hopkins@mynycb.com.
- 20 J. Record Property Information Report for the subject real property.
- 21 K. HOA ledgers for the subject real property.
- 22 L. Email communications with Naomi Eden regarding the subject real property.
- 23 M. Demonstrative exhibits which include, but not limited to:
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///

- 1 a. Any demonstrative exhibits necessary for proper presentation of the
2 evidence;
3 b. Video, story board and/or PowerPoint images, specifically related to the
4 Plaintiffs' injuries;
5 c. PowerPoint production which will include images, drawings, diagrams,
6 animations, and/or story boards, of the parties involved and the location of
7 the accident;
8 d. Diagrams and drawings of the building where the subject accident
9 occurred;
10 e. Any other demonstrative exhibits, as needed.
11
12 N. Any other documents disclosed by Defendants;
13
14 O. All documents disclosed by Plaintiff;
15
16 P. Any documents necessary for impeachment or rebuttal purposes.

17 DATED this 13th day of February, 2013.

18 ALESSI & KOENIG, LLC

19 

20 _____
21 Ryan Kerbow, Esq.
22 Nevada Bar No. 11403
23 ALESSI & KOENIG, LLC
24 9500 W. Flamingo, Suite #205
25 Las Vegas, Nevada 89147
26 Phone: (702) 222-4033
27 Fax: (702) 222-4043
28 *Attorneys for Defendants/Counterclaimants
Shadow Wood Homeowners' Association, Inc.; &
Gogo Way Trust*

CERTIFICATE OF SERVICE


I hereby certify that on the 13th day of February, 2013, I caused service of a true and correct copy of the foregoing **DEFENDANTS/ COUNTERCLAIMANTS SHADOW**

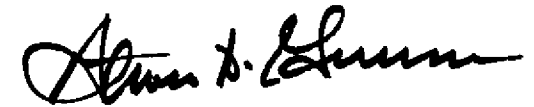
WOOD HOMEOWNERS' ASSOCIATION, INC'S and GOGO WAY TRUST'S LIST OF

TRIAL WITNESSES AND EXHIBITS to be made by ^{personal service to:} ~~depositing same in the United States~~

~~Mail in Las Vegas, Nevada, postage prepaid, addressed as follows:~~

Gregg A. Hubley, Esq.
PITE DUNCAN
701 East Bridger Avenue, Suite 700
Las Vegas, NV 89101
702-991-4628 phone
702-685-6342 fax
Attorneys for Plaintiff
New York Community Bancorp, Inc.


An employee of Alessi & Koenig



CLERK OF THE COURT

1 **SAO**

2 GREGG A. HUBLEY (NV Bar #007386)

3 K. ALEXANDRA CAVIN (NV Bar #011782)

4 **PITE DUNCAN, LLP**

5 701 Bridger Avenue, Suite 700

6 Las Vegas, NV 89101

7 Telephone: (702) 991-4628

8 Facsimile: (702) 685-6342

9 E-mail: Ghubley@piteduncan.com

10 Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

11 **DISTRICT COURT**12 **CLARK COUNTY, NEVADA**

13 NEW YORK COMMUNITY BANK,

14 Plaintiff,

15 v.

16 SHADOW WOOD HOMEOWNERS'
ASSOCIATION, INC.; GOGO WAY TRUST;
and DOES 1 through 20, inclusive,

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18 GOGO WAY TRUST,

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20 v.

21 NEW YORK COMMUNITY BANCORP,
INC.; DOE Individuals I through X; and ROE
Corporations XI through XX,

22 Counterdefendants.

Case No.: A-12-660328-C

Dept. No.: XV

**STIPULATION AND ORDER TO
EXTEND DISPOSITIVE MOTION
DEADLINE****(FIRST REQUEST)****STIPULATION AND ORDER TO EXTEND DISPOSITIVE MOTION DEADLINE**

Plaintiff/Counterdefendant, NEW YORK COMMUNITY BANK ("Plaintiff"), and
 Defendants/Counterclaimant, SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC. and
 GOGO WAY TRUST ("Defendants"), by and through their undersigned and respective counsel,

1 hereby stipulate and request an extension of the dispositive motion deadline, pursuant to EDCR 2.35,
2 as provided below:

3 **1. Discovery completed**

4 The following discovery has been completed by the Parties:

- 5 a. Plaintiff's Initial Disclosure of Documents and Witnesses and all
6 Supplements thereto;
7 b. Defendants' Initial Disclosure of Documents and Witnesses; and
8 c. Deposition of Gerald Mark, owner of MP Association Management.

9 **2. Discovery that remains to be completed**

10 No additional discovery needs to be completed. However, the parties respectfully request
11 that the deadline to file dispositive motions be extended.

12 **3. Reasons for the extension of the Dispositive Motion deadline**

13 The parties have been diligently conducting discovery, which is completed at this time. Due
14 to an inadvertent error, a delay in the receipt of the deposition transcript, and the current trial date
15 scheduled for March 11, 2013, counsel for Plaintiff/Counterdefendant has requested a three (3) week
16 extension of the dispositive motion deadline, to which Defendants' counsel has graciously agreed.

17 **4. Proposed schedule for completing discovery**

18 The Parties request and stipulate that the Court vacate the current dispositive motion filing
19 deadline and permit the following proposed schedule for filing dispositive motions:

- 20 a. Final Date to File Dispositive Motions February 8, 2013

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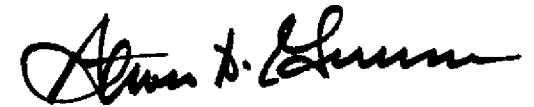
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CLERK OF THE COURT

1 **NTSO**
2 GREGG A. HUBLEY (NV Bar #007386)
3 K. ALEXANDRA CAVIN (NV Bar #011782)
4 **PITE DUNCAN, LLP**
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Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

DISTRICT COURT
CLARK COUNTY, NEVADA

NEW YORK COMMUNITY BANK,

Plaintiff,

v.

SHADOW WOOD HOMEOWNERS'
ASSOCIATION, INC.; GOGO WAY TRUST;
and DOES 1 through 20, inclusive,

Defendants.

Case No.: A-12-660328-C
Dept. No.: XV

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO EXTEND
DISPOSITIVE MOTION DEADLINE**

GOGO WAY TRUST,

Counterclaimant,

v.

NEW YORK COMMUNITY BANCORP,
INC.; DOE Individuals I through X; and ROE
Corporations XI through XX,

Counterdefendants.

**NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND DISPOSITIVE
MOTION DEADLINE**

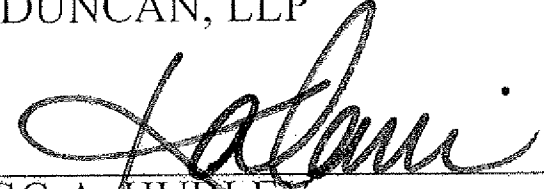
PLEASE TAKE NOTICE that a Stipulation and Order to Extend the Dispositive Motion
Deadline was entered in the above-entitled matter on the 14th day of February, 2013.

///

1 A true and correct copy of said Stipulation and Order is attached hereto as Exhibit 1.

2 DATED this 17 day of February, 2013.

3 PITE DUNCAN, LLP

4 

5 GREGG A. HUBLEY

6 K. ALEXANDRA CAVIN

7 *Attorneys for Plaintiff/Counterdefendant NEW*
8 *YORK COMMUNITY BANK*

1 New York Community Bank. v. Shadow Wood, et al.
2 District Court Clark County, Nevada
3 **Case No(s). A-12-660328-C**

4 **DECLARATION OF SERVICE**

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On February 19, 2013, I served the following document(s):

9 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND DISPOSITIVE
10 MOTION DEADLINE**

11 on the parties in this action addressed as follows:

12 Robert Koenig
13 Ryan Kerbow
14 **ALESSI & KOENIG, LLC**
15 9500 West Flamingo Road, Suite 205
16 Las Vegas, Nevada 89147
17 *Attorneys for Defendants Shadow Wood Homeowners'*
18 *Association, Inc. and Gogo Way Trust*

19 X **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am
20 readily familiar with the firm's practice of collection and processing correspondence for
21 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course
22 of business. I am aware that on motion of party served, service is presumed invalid if postal
23 cancellation date or postage meter date is more than one day after date of deposit for mailing
24 in affidavit.

25 **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated
26 above via certified mail, return receipt requested.

27 **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the
28 above-described document(s). I verified transmission with a confirmation printed out by the
facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and
mailed as indicated above.

 BY FEDERAL EXPRESS: I placed a true copy in a sealed Federal Express envelope
addressed as indicated above. I am familiar with the firm's practice of collection and
processing correspondence for Federal Express delivery and that the documents served are
deposited with Federal Express this date for overnight delivery.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
is true and correct.

Executed this 19th day of February 2013, at Las Vegas, Nevada.


NICOLE L. SCHLANDERER

EXHIBIT 1

EXHIBIT 1


CLERK OF THE COURT

1 **SAO**
2 GREGG A. HUBLEY (NV Bar #007386)
3 K. ALEXANDRA CAVIN (NV Bar #011782)
4 **PITE DUNCAN, LLP**
5 701 Bridger Avenue, Suite 700
6 Las Vegas, NV 89101
7 Telephone: (702) 991-4628
8 Facsimile: (702) 685-6342
9 E-mail: Ghublely@piteduncan.com

10 Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 NEW YORK COMMUNITY BANK,

14 Plaintiff,

15 v.

16 SHADOW WOOD HOMEOWNERS'
17 ASSOCIATION, INC.; GOGO WAY TRUST;
18 and DOES 1 through 20, inclusive,

19 Defendants.

20 GOGO WAY TRUST,

21 Counterclaimant,

22 v.

23 NEW YORK COMMUNITY BANCORP,
24 INC.; DOE Individuals I through X; and ROE
25 Corporations XI through XX,

26 Counterdefendants.

Case No.: A-12-660328-C
Dept. No.: XV

**STIPULATION AND ORDER TO
EXTEND DISPOSITIVE MOTION
DEADLINE**

(FIRST REQUEST)

STIPULATION AND ORDER TO EXTEND DISPOSITIVE MOTION DEADLINE

27 Plaintiff/Counterdefendant, NEW YORK COMMUNITY BANK ("Plaintiff"), and
28 Defendants/Counterclaimant, SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC. and
GOGO WAY TRUST ("Defendants"), by and through their undersigned and respective counsel,

1 hereby stipulate and request an extension of the dispositive motion deadline, pursuant to EDCR 2.35,
2 as provided below:

3 **1. Discovery completed**

4 The following discovery has been completed by the Parties:

- 5 a. Plaintiff's Initial Disclosure of Documents and Witnesses and all
6 Supplements thereto;
7 b. Defendants' Initial Disclosure of Documents and Witnesses; and
8 c. Deposition of Gerald Mark, owner of MP Association Management.

9 **2. Discovery that remains to be completed**

10 No additional discovery needs to be completed. However, the parties respectfully request
11 that the deadline to file dispositive motions be extended.

12 **3. Reasons for the extension of the Dispositive Motion deadline**

13 The parties have been diligently conducting discovery, which is completed at this time. Due
14 to an inadvertent error, a delay in the receipt of the deposition transcript, and the current trial date
15 scheduled for March 11, 2013, counsel for Plaintiff/Counterdefendant has requested a three (3) week
16 extension of the dispositive motion deadline, to which Defendants' counsel has graciously agreed.

17 **4. Proposed schedule for completing discovery**

18 The Parties request and stipulate that the Court vacate the current dispositive motion filing
19 deadline and permit the following proposed schedule for filing dispositive motions:

- 20 a. Final Date to File Dispositive Motions February 8, 2013

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DAVID ALESSI*
 THOMAS BAYARD*
 ROBERT KOENIG**
 RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
 and Colorado Bars

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 205
 Las Vegas, Nevada 89147
 Telephone: 702-222-4033
 Facsimile: 702-222-4043
 www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
 PHONE: 818-735-9600

RENO NV
 PHONE: 775-626-2323
 &
 DIAMOND BAR CA
 PHONE: 909-861-8300

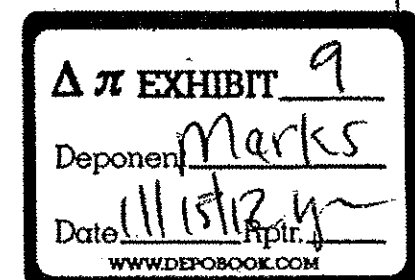
FACSIMILE COVER LETTER

To:	dlanna.palmer-hopkins@mynycb.com	Re:	3923 Gogo Wy #109/HO #12668
From:	Ryan Kerbow	Date:	Tuesday, November 15, 2011
Fax No.:	-	Pages:	1, including cover
		HO #:	12668

Dear dlanna.palmer-hopkins@mynycb.com:

This cover will serve as a nine month super priority demand on behalf of Shadow Wood Homeowners' Association, Inc for the above referenced escrow; property located at 3923 Gogo Wy #109, Las Vegas, NV. The date of foreclosure was May 9, 2011. The total amount due through December, 15, 2011 is \$7,314.77. The breakdown of fees, interest and costs is as follows:

6/29/2011	Notice of Delinquent Assessment Lien -- Nevada	(2)	\$650.00
8/29/2011	Notice of Default	(2)	\$800.00
4/14/2010	Notice of Trustee's Sale		\$275.00
8/13/2011	Pre NOD		\$90.00
9/21/2009	Pre-Notice of Trustee's Sale		\$90.00
8/25/2010	Postponement of Trustees Sale		\$75.00
6/2/2010	Monitoring Foreclosure		\$100.00
11/9/2010	Demand Fee		\$150.00
11/15/2011	Update Demand Fee		\$75.00
	Trustee Deed Preparation & Recordation		\$0.00
Total			\$2,305.00



Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

A&K-039

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



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RENO NV
PHONE: 775-626-2323

&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

1. Attorney and/or Trustees fees:	\$2,305.00
2. Notary, Recording, Copies, Mailings, and PACER	\$450.00
3. Assessments August 9, 2010 Through December 15, 2011	\$2,369.77
4. Late Fees Through December 15, 2011	\$170.00
5. Fines Through November 15, 2011	\$0.00
6. Interest Through December 15, 2011	\$0.00
7. RPIR-GI Report	\$170.00
8. Title Research (10-Day Mailings per NRS 116.31163)	\$550.00
9. Management Company Advanced Audit Fee	\$150.00
10. Management Account Setup Fee	\$300.00
11. Publishing and Posting of Trustee Sale	\$350.00
13. Conduct Foreclosure Sale	\$0.00
14. Capital Contribution	\$0.00
15. Progress Payments:	\$0.00
Sub-Total:	\$7,314.77
Less Payments Received:	\$0.00
Total Amount Due:	\$7,314.77

Please have a check in the amount of \$7,314.77 made payable to the Alessi & Koenig, LLC and mailed to the above listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

A&K-040

APP000493

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar

ALESSI & KOENIG

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PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323
&

DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

To:	dianna.palmer-hopkins@mynycb.com	Re:	3923 Gogo Wy #109/HO #12668
From:	Ryan Kerbow	Date:	Monday, January 23, 2012
Fax No.:		Pages:	1, including cover
		HO #:	12668

Dear dianna.palmer-hopkins@mynycb.com:

This cover will serve as a nine month super priority demand on behalf of Shadow Wood Homeowners' Association, Inc for the above referenced escrow; property located at 3923 Gogo Wy #109, Las Vegas, NV. The date of foreclosure was May 9, 2011. The total amount due through February, 29, 2012 is \$9,017.39. The breakdown of fees, interest and costs is as follows:

6/29/2011	Notice of Delinquent Assessment Lien -- Nevada	(2)	\$650.00
8/29/2011	Notice of Default	(2)	\$800.00
4/14/2010	Notice of Trustee's Sale	(2)	\$550.00
8/13/2011	Pre NOD		\$90.00
9/21/2009	Pre-Notice of Trustee's Sale		\$90.00
8/25/2010	Postponement of Trustees Sale	(3)	\$225.00
6/2/2010	Monitoring Foreclosure		\$100.00
11/9/2010	Demand Fee		\$150.00
1/23/2012	Update Demand Fee	(2)	\$150.00
	Trustee Deed Preparation & Recordation		\$0.00
1/18/2012	Foreclosure Fee		\$150.00
Total			\$2,955.00

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

$\Delta \pi$ EXHIBIT	10
Deponent	Marks
Date	1/18/12
WWW.DEPOBOOK.COM	

APP000494

DAVID ALESSI*
THOMAS BAYARD*
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar

ALESSI & KOENIG

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PHONE: 818-735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

1. Attorney and/or Trustees fees:	\$2,955.00
2. Notary, Recording, Copies, Mailings, and PACER	\$625.00
3. Assessments August 9, 2010 Through February 29, 2012	\$3,252.39
4. Late Fees Through February 29, 2012	\$190.00
5. Fines Through January 23, 2012	\$0.00
6. Interest Through February 29, 2012	\$0.00
7. RPIR-GI Report	\$170.00
8. Title Research (10-Day Mailings per NRS 116.31163)	\$550.00
9. Management Company Advanced Audit Fee	\$150.00
10. Management Account Setup Fee	\$300.00
11. Publishing and Posting of Trustee Sale	\$700.00
13. Conduct Foreclosure Sale	\$125.00
14. Capital Contribution	\$0.00
15. Progress Payments:	\$0.00
Sub-Total:	\$9,017.39
Less Payments Received:	\$0.00
Total Amount Due:	\$9,017.39

Please have a check in the amount of \$9,017.39 made payable to the Alessi & Koenig, LLC and mailed to the above listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

EXHIBIT 24

EXHIBIT 24

RUN DATE: 10/19/2012

SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 05/01/2011 TO 12/31/2012
SINGLE OWNER

PAGE: 1

000109-01 FEDEL, VIRGINIA

3923 GOGO WAY #109

INACTIVE

TRX DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
04/30/2011	BEGINNING BALANCE			4,667.44
05/01/2011	MONTHLY ASSESSMENTS	168.81		4,836.25
05/01/2011	LATE CHARGE	10.00		4,846.25
05/31/2011	LATE CHARGE	10.00		4,856.25
06/01/2011	MONTHLY ASSESSMENTS	168.81		5,025.06
07/01/2011	MONTHLY ASSESSMENTS	168.81		5,193.87
07/01/2011	LATE CHARGE	10.00		5,203.87
07/31/2011	LATE CHARGE	10.00		5,213.87
08/01/2011	MONTHLY ASSESSMENTS	168.81		5,382.68
08/31/2011	LATE CHARGE	10.00		5,392.68
09/01/2011	MONTHLY ASSESSMENTS	168.81		5,561.49
10/01/2011	MONTHLY ASSESSMENTS	168.81		5,730.30
10/01/2011	LATE CHARGE	10.00		5,740.30
10/31/2011	LATE CHARGE	10.00		5,750.30
11/01/2011	MONTHLY ASSESSMENTS	168.81		5,919.11
12/01/2011	MONTHLY ASSESSMENTS	168.81		6,087.92
12/01/2011	LATE CHARGE	10.00		6,097.92
12/31/2011	LATE CHARGE	10.00		6,107.92
01/01/2012	MONTHLY ASSESSMENTS	168.81		6,276.73
01/31/2012	LATE CHARGE	10.00		6,286.73
02/01/2012	MONTHLY ASSESSMENTS	168.81		6,455.54
03/01/2012	MONTHLY ASSESSMENTS	168.81		6,624.35
03/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	6,455.54
03/02/2012	LATE CHARGE	10.00		6,465.54
03/02/2012	REVERSE LATE CHARGE		10.00	6,455.54
03/22/2012	PAYMENT TRUSTEE CK: 68186		3,442.39	3,013.15
03/22/2012	BAD DEBT WRITE OFF		3,013.15	0.00
04/01/2012	MONTHLY ASSESSMENTS	168.81		168.81
04/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	0.00

1 OWNERS -

REPORT BALANCE AS OF: 12/31/2012

0.00

NYCB000052

APP000497

RUN DATE: 10/19/2012

SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 12/01/2007 TO 12/31/2012
SINGLE OWNER

PAGE: 1

000109-01 FEDEL, VIRGINIA

3923 GOGO WAY #109

INACTIVE

TRX DATE	DESCRIPTION		CHARGES	CREDITS	BALANCE
12/31/2007	BEG CR BALANCE AS OF 12-31-07			50.00	50.00-
01/01/2008	MONTHLY ASSESSMENTS		153.46		103.46
02/01/2008	MONTHLY ASSESSMENTS		153.46		256.92
03/01/2008	MONTHLY ASSESSMENTS		153.46		410.38
03/19/2008	LOCKBOX PAYMENT CK: 10132			460.38	50.00-
04/01/2008	MONTHLY ASSESSMENTS		153.46		103.46
04/16/2008	LOCKBOX PAYMENT CK: 10171			153.46	50.00-
05/01/2008	MONTHLY ASSESSMENTS		153.46		103.46
06/01/2008	MONTHLY ASSESSMENTS		153.46		256.92
06/16/2008	LATE CHARGE		10.00		266.92
06/16/2008	REVERSE LATE CHARGE			10.00	256.92
06/25/2008	LOCKBOX PAYMENT CK: 10238			256.92	0.00
07/01/2008	MONTHLY ASSESSMENTS		153.46		153.46
08/01/2008	MONTHLY ASSESSMENTS		153.46		306.92
09/01/2008	MONTHLY ASSESSMENTS		153.46		460.38
10/01/2008	MONTHLY ASSESSMENTS		153.46		613.84
11/01/2008	MONTHLY ASSESSMENTS		153.46		767.30
12/01/2008	MONTHLY ASSESSMENTS		153.46		920.76
01/01/2009	MONTHLY ASSESSMENTS		168.81		1,089.57
01/31/2009	LATE CHARGE		10.00		1,099.57
02/01/2009	MONTHLY ASSESSMENTS		168.81		1,268.38
02/09/2009	LOCKBOX PAYMENT CK: 1038			500.00	768.38
03/01/2009	MONTHLY ASSESSMENTS		168.81		937.19
03/03/2009	LATE CHARGE		10.00		947.19
03/31/2009	LATE CHARGE		10.00		957.19
04/01/2009	MONTHLY ASSESSMENTS		168.81		1,126.00
04/17/2009	LOCKBOX PAYMENT CK: 1068			250.00	876.00
05/01/2009	MONTHLY ASSESSMENTS		168.81		1,044.81
05/01/2009	LATE CHARGE		10.00		1,054.81
05/31/2009	LATE CHARGE		10.00		1,064.81
06/01/2009	MONTHLY ASSESSMENTS		168.81		1,233.62
07/01/2009	MONTHLY ASSESSMENTS		168.81		1,402.43
07/01/2009	LATE CHARGE		10.00		1,412.43
07/02/2009	LOCKBOX PAYMENT CK: 1126			500.00	912.43
07/31/2009	LATE CHARGE		10.00		922.43
08/01/2009	MONTHLY ASSESSMENTS		168.81		1,091.24
08/31/2009	LATE CHARGE		10.00		1,101.24
09/01/2009	MONTHLY ASSESSMENTS		168.81		1,270.05
10/01/2009	MONTHLY ASSESSMENTS		168.81		1,438.86
10/01/2009	LATE CHARGE		10.00		1,448.86
10/31/2009	LATE CHARGE		10.00		1,458.86
11/01/2009	MONTHLY ASSESSMENTS		168.81		1,627.67
12/01/2009	MONTHLY ASSESSMENTS		168.81		1,796.48
12/01/2009	LATE CHARGE		10.00		1,806.48
12/31/2009	LATE CHARGE		10.00		1,816.48
01/01/2010	MONTHLY ASSESSMENTS		168.81		1,985.29
01/31/2010	LATE CHARGE		10.00		1,995.29
02/01/2010	MONTHLY ASSESSMENTS		168.81		2,164.10
03/01/2010	MONTHLY ASSESSMENTS		168.81		2,332.91
03/03/2010	LATE CHARGE		10.00		2,342.91
03/31/2010	LATE CHARGE		10.00		2,352.91
04/01/2010	MONTHLY ASSESSMENTS		168.81		2,521.72
05/01/2010	MONTHLY ASSESSMENTS		168.81		2,690.53
05/01/2010	LATE CHARGE		10.00		2,700.53

NYCB000053

APP000498

RUN DATE: 10/19/2012

SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 12/01/2007 TO 12/31/2012
SINGLE OWNER

PAGE: 2

000109-01 FEDEL, VIRGINIA

3923 GOGO WAY #109

TRX DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
05/31/2010	LATE CHARGE	10.00		2,710.53
06/01/2010	MONTHLY ASSESSMENTS	168.81		2,879.34
07/01/2010	MONTHLY ASSESSMENTS	168.81		3,048.15
07/01/2010	LATE CHARGE	10.00		3,058.15
07/31/2010	LATE CHARGE	10.00		3,068.15
08/01/2010	MONTHLY ASSESSMENTS	168.81		3,236.96
08/31/2010	LATE CHARGE	10.00		3,246.96
09/01/2010	MONTHLY ASSESSMENTS	168.81		3,415.77
10/01/2010	MONTHLY ASSESSMENTS	168.81		3,584.58
10/01/2010	LATE CHARGE	10.00		3,594.58
10/31/2010	LATE CHARGE	10.00		3,604.58
11/01/2010	MONTHLY ASSESSMENTS	168.81		3,773.39
12/01/2010	MONTHLY ASSESSMENTS	168.81		3,942.20
12/01/2010	LATE CHARGE	10.00		3,952.20
12/31/2010	LATE CHARGE	10.00		3,962.20
01/01/2011	MONTHLY ASSESSMENTS	168.81		4,131.01
01/31/2011	LATE CHARGE	10.00		4,141.01
02/01/2011	MONTHLY ASSESSMENTS	168.81		4,309.82
03/01/2011	MONTHLY ASSESSMENTS	168.81		4,478.63
03/03/2011	LATE CHARGE	10.00		4,488.63
03/31/2011	LATE CHARGE	10.00		4,498.63
04/01/2011	MONTHLY ASSESSMENTS	168.81		4,667.44
05/01/2011	MONTHLY ASSESSMENTS	168.81		4,836.25
05/01/2011	LATE CHARGE	10.00		4,846.25
05/31/2011	LATE CHARGE	10.00		4,856.25
06/01/2011	MONTHLY ASSESSMENTS	168.81		5,025.06
07/01/2011	MONTHLY ASSESSMENTS	168.81		5,193.87
07/01/2011	LATE CHARGE	10.00		5,203.87
07/31/2011	LATE CHARGE	10.00		5,213.87
08/01/2011	MONTHLY ASSESSMENTS	168.81		5,382.68
08/31/2011	LATE CHARGE	10.00		5,392.68
09/01/2011	MONTHLY ASSESSMENTS	168.81		5,561.49
10/01/2011	MONTHLY ASSESSMENTS	168.81		5,730.30
10/01/2011	LATE CHARGE	10.00		5,740.30
10/31/2011	LATE CHARGE	10.00		5,750.30
11/01/2011	MONTHLY ASSESSMENTS	168.81		5,919.11
12/01/2011	MONTHLY ASSESSMENTS	168.81		6,087.92
12/01/2011	LATE CHARGE	10.00		6,097.92
12/31/2011	LATE CHARGE	10.00		6,107.92
01/01/2012	MONTHLY ASSESSMENTS	168.81		6,276.73
01/31/2012	LATE CHARGE	10.00		6,286.73
02/01/2012	MONTHLY ASSESSMENTS	168.81		6,455.54
03/01/2012	MONTHLY ASSESSMENTS	168.81		6,624.35
03/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	6,455.54
03/02/2012	LATE CHARGE	10.00		6,465.54
03/02/2012	REVERSE LATE CHARGE		10.00	6,455.54
03/22/2012	PAYMENT TRUSTEE CK: 68186		3,442.39	3,013.15
03/22/2012	BAD DEBT WRITE OFF		3,013.15	0.00
04/01/2012	MONTHLY ASSESSMENTS	168.81		168.81
04/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	0.00

1 OWNERS -

REPORT BALANCE AS OF: 12/31/2012

0.00

NYCB000054

APP000499

CERTIFICATE OF REPORTER

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

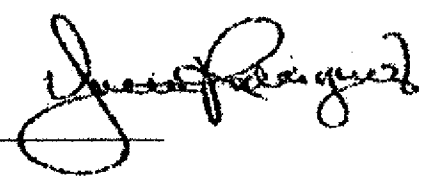
I, Yvette Rodriguez, a duly commissioned
Notary Public, Clark County, State of Nevada,
do hereby certify:

That I reported the deposition
of GERALD MARKS, commencing on November 15, 2012 at
3:25 p.m.

That prior to being deposed, the witness
was duly sworn by me to testify to the truth;
that I thereafter transcribed my said shorthand
notes into typewriting; and that the
typewritten transcript is a complete, true, and
accurate transcription of my said shorthand
notes.

I further certify that I am not a relative
or employee of counsel or any of the parties,
nor a relative or employee of the parties
involved in said action, nor a person
financially interested in the action.

IN WITNESS WHEREOF, I have set my hand
in my office in the County of Clark, State of
Nevada, this 15th day of November, 2012.



1 **SDT**
2 GREGG A. HUBLEY (NV Bar #007386)
3 CRYSTAL M. TATCO (NV Bar #012110)
4 **PITE DUNCAN, LLP**
5 701 Bridger Avenue, Suite 700
6 Las Vegas, NV 89101
7 Telephone: (858) 750-7600
8 Facsimile: (619) 326-2430
9 E-mail: Ghubleyle@piteduncan.com

10 Attorneys for Plaintiff NEW YORK COMMUNITY BANK

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 NEW YORK COMMUNITY BANK,

14 Plaintiff,

15 v.

16 SHADOW WOOD HOMEOWNERS'
ASSOCIATION, INC.; GOGO WAY TRUST;
and DOES 1 through 20, inclusive,

17 Defendants.

Case No.: A-12-660328-C
Dept. No.: XV

**SUBPOENA DUCES TECUM - MP
ASSOCIATION MANAGEMENT, INC.**

18 **SUBPOENA DUCES TECUM**

19 **THE STATE OF NEVADA SENDS GREETINGS TO:**

20 MP Association Management, Inc.
21 c/o Jerry Marks, Registered Agent
22 657 Solitude Point
23 Henderson, Nevada 89012



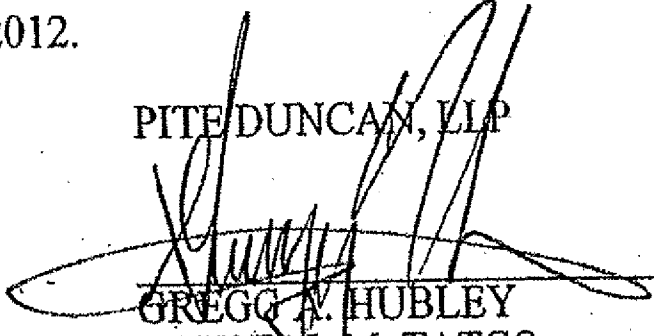
24 **YOU ARE HEREBY COMMANDED** that all singular, business and excuses being set
25 aside, you appear and attend on the 25th day of October, 2012, at 2:00 p.m., at the law offices of
26 PITE DUNCAN, LLP, located at 701 Bridger Avenue, Suite 700, Las Vegas, Nevada 89101 for a
27 deposition before a notary public. You are required to bring with you at the above stated time and
28 place all copies of the documents requested in Exhibit "A" attached hereto. If you fail to attend, you

1 will be deemed guilty of contempt of Court and liable to pay all losses and damages caused by your
2 failure to produce the requested documents, and in addition, forfeit ONE HUNDRED DOLLARS
3 (\$100.00).

4 **IN LIEU OF APPEARANCE** we will accept production of documents with the attached
5 affidavit of your custodian of record. Should the documents not be produced, or should you fail to
6 attend, you will be deemed guilty of contempt of Court and liable as stated above.

7 DATED this 7th day of October, 2012.

8 PITE/DUNCAN, LLP

9
10 
11 GREGG A. HUBLEY
12 CRYSTAL M. TATCO

13 Attorney for Plaintiff NEW YORK
14 COMMUNITY BANK
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EXHIBIT A - ITEMS TO BE PRODUCED

1
2 1. True and correct copies of any and all documents and records, for the time period
3 commencing May 1, 2011, to the present time, including but not limited to: Covenants,
4 Conditions and Restrictions, Rules and Regulations, homeowner association demands,
5 ledgers, invoices, payment records, reports, notes, communications of any kind, e-mails,
6 statements, and any and all records maintained for any account(s), whether opened or closed,
7 for the following individuals, account, property address and/or entities:

- 8 1) VIRGINIA V. FEDEL;
9 2) NEW YORK COMMUNITY BANK;
10 3) ESCROW FILE NO. 11142269TLC; and
11 4) 3923 GOGO WAY, #109, LAS VEGAS, NV 89103.
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1 **EXHIBIT B - NEVADA RULES OF CIVIL PROCEDURE RULE 45**

2 **(c) Protection of Persons Subject to Subpoena.**

3 (1) A party or an attorney responsible for the issuance and service of a subpoena shall
4 take reasonable steps to avoid imposing undue burden or expense on a person subject to that
5 subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose
6 upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is
7 not limited to, lost earnings and a reasonable attorney's fee.

8 (2)(A) A person commanded to produce and permit inspection and copying of designated
9 books, papers, documents or tangible things, or inspection of premises need not appear in person at
10 the place of production or inspection unless commanded to appear for deposition, hearing or trial.

11 (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit
12 inspection and copying may, within 14 days after service of the subpoena or before the time specified
13 for compliance if such time is less than 14 days after service, serve upon the party or attorney
14 designated in the subpoena written objection to inspection or copying of any or all of the designated
15 materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled
16 to inspect and copy the materials or inspect the premises except pursuant to an order of the court by
17 which the subpoena was issued. If objection has been made, the party serving the subpoena may,
18 upon notice to the person commanded to produce, move at any time for an order to compel the
19 production. Such an order to compel production shall protect any person who is not a party or an
20 officer of a party from significant expense resulting from the inspection and copying commanded.

21 (3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify
22 the subpoena if it:

- 23 (i) fails to allow reasonable time for compliance;
- 24 (ii) requires a person who is not a party or an officer of a party to travel to a place
25 more than 100 miles from the place where that person resides, is employed or regularly transacts
26 business in person, except that such a person may in order to attend trial be commanded to travel
27 from any such place within the state in which the trial is held, or
- 28 (iii) requires disclosure of privileged or other protected matter and no exception
 or waiver applies, or

- (iv) subjects a person to undue burden.

(B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research,
 development, or commercial information, or
- (ii) requires disclosure of an unretained expert's opinion or information not
 describing specific events or occurrences in dispute and resulting from the
 expert's study made not at the request of any party,

 the court may, to protect a person subject to or affected by the subpoena, quash or modify the
 subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the
 testimony or material that cannot be otherwise met without undue hardship and assures that the
 person to whom the subpoena is addressed will be reasonably compensated, the court may order
 appearance or production only upon specified conditions.

23 **(d) Duties in Responding to Subpoena.**

24 (1) A person responding to a subpoena to produce documents shall produce them as they
25 are kept in the usual course of business or shall organize and label them to correspond with the
26 categories in the demand.

27 (2) When information subject to a subpoena is withheld on a claim that it is privileged
28 or subject to protection as trial preparation materials, the claim shall be made expressly and shall be
 supported by a description of the nature of the documents, communications, or things not produced
 that is sufficient to enable the demanding party to contest the claim.

AFFIDAVIT OF CUSTODIAN OF RECORDS

1
2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 NOW COMES, _____, who after first being duly sworn, deposes and says:

5 1. That on the ____ day of _____, 2012, the Affiant was served with a subpoena
6 duces tecum in connections with the above-entitled matter, calling for the production of records
7 pertaining to case number A-12-660328-C, Eighth Judicial District Court, Clark County, Nevada.

8 2. That the deponent has examined the original of those records and has made a true and
9 exact copy of them and that the reproduction of them attached hereto is true and complete.

10 3. That the original of those records was made at or near the time of the acts, events,
11 conditions, opinions or diagnosis recited therein by or from information transmitted by a person with
12 knowledge in the course of a regularly conducted activity of the deponent or the office or institution
13 in which the deponent is engaged.

14
15 _____
CUSTODIAN OF RECORDS

16 SUBSCRIBED and SWORN to before me
17 this ____ day of _____, 2012.

18
19 _____
20 NOTARY PUBLIC in and for said
21 County and State.
22
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28

1 New York Community Bancorp, Inc. v. Shadow Wood HOA, et al.
2 District Court, Clark County, Nevada
3 Case No(s). A-12-660328-C

4 **DECLARATION OF SERVICE**

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On October 9, 2012, I served the following document(s):

9 **SUBPOENA DUCES TECUM - MP ASSOCIATION MANAGEMENT, INC.**

10 on the parties in this action addressed as follows:

11 Robert Koenig
12 Ryan Kerbow
13 **ALESSI & KOENIG, LLC**
14 9500 West Flamingo Road, Suite 205
15 Las Vegas, Nevada 89147
16 *Attorneys for Defendants Shadow Wood Homeowners'*
17 *Association, Inc. and Gogo Way Trust*

18 ☒ **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am
19 readily familiar with the firm's practice of collection and processing correspondence for
20 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course
21 of business. I am aware that on motion of party served, service is presumed invalid if postal
22 cancellation date or postage meter date is more than one day after date of deposit for mailing
23 in affidavit.

24 ☐ **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated
25 above via certified mail, return receipt requested.

26 ☐ **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the
27 above-described document(s). I verified transmission with a confirmation printed out by the
28 facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and
mailed as indicated above.

☐ **BY FEDERAL EXPRESS:** I placed a true copy in a sealed Federal Express envelope
addressed as indicated above. I am familiar with the firm's practice of collection and
processing correspondence for Federal Express delivery and that the documents served are
deposited with Federal Express this date for overnight delivery.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
is true and correct.

Executed this 9th day of October 2012, at Las Vegas, Nevada.


NICOLE L. SCHLANDERER

AACC

Ryan Kerbow, Esq.

Nevada Bar No. 10916

ALESSI & KOENIG, LLC

9500 W. Flamingo, Suite 205

Las Vegas, Nevada 89147

Phone: (702) 222-4033

Fax: (702) 254-9044

Email: huong@alessikoenig.com

Attorneys for Defendants/Counter Claimants

Shadow Wood Homeowners' Association, Inc.;

Gogo Way Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

NEW YORK COMMUNITY BANCORP,
INC.,

Plaintiff(s),

- VS -

SHADOW WOOD HOMEOWNERS',
ASSOCIATION, INC.; GOGO WAY TRUST;
and DOES 1 through 20, inclusive,

Defendant(s).

GOGO WAY TRUST,

Counter Claimant,

vs.

NEW YORK COMMUNITY BANCORP,
INC.; DOE Individuals I though X and ROE
Corporations XI through XX

Counter Defendant

Case No.: A-12-660328-C

Dept. No.: XV

ANSWER AND COUNTER
CLAIM

Arbitration Exemption Claimed:

1) Declaratory Relief

2) Concerns Title to Real Property

Δ π EXHIBIT 2

Deponent Marks

Date 11/15/12

WWW.DEPOBOOK.COM

ANSWER

1. Defendants SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC., a Nevada non-profit corporation and GOGO WAY TRUST (hereinafter, "Defendants") hereby answer and defend the allegations of NEW YORK COMMUNITY BANCORP, INC. (hereinafter "Plaintiff"), as follows:

2. As to the allegations contained in paragraphs 10, 11, 12, 13, 14, 15, 17, 20, 21, 22, and 25, Defendants are without sufficient information to admit or deny and therefore deny said allegations.

3. As to the allegations contained in paragraphs 4, 6, 16, 18, 23, and 39 Defendants admit the allegations contained therein.

4. As to the allegations contained in paragraph 3, 8, 19, 24, 26, 27, 28, 30, 31, 32, 33, 34, 35, and 38, Defendants deny the allegations contained therein.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim or claims against Defendant upon which relief may be granted.

2. Subject to discovery, Plaintiff's claims are barred by laches and/or statute of limitations.

3. Subject to discovery, Plaintiff's claims are barred because of waiver, acquiescence and/or estoppel.

4. Whatever injuries and damages Plaintiff incurred were proximately caused in whole or in part or were contributed to by reason of Plaintiff's own negligence.

5. By reason of its own acts, Plaintiff has released and discharged these answering Defendants from the alleged claims in the Complaint.

1 6. Any damages that Plaintiff may have sustained by reasons of the allegations of its
2 complaint were proximately caused by the acts of persons other than these answering defendants,
3 and therefore, Plaintiff is not entitled to any relief from these answering defendants.

4 7. Plaintiff has failed to do equity toward these answering defendants and therefore is not
5 entitled to any relief from these answering defendants.

6 8. Plaintiff failed to properly mitigate damages, if any.

7 9. Defendants reserve the right to amend their affirmative defenses to assert new and
8 additional affirmative defenses at a later date.

9
10 WHEREFORE, Defendants pray for relief as follows:

- 11 1. That Plaintiff take nothing by way of its Complaint;
12
13 2. That the Complaint be dismissed with prejudice and Defendants dismissed from the
14 action;
15 3. For an award of attorney's fees and costs of suit;
16 4. For such other and further relief as the Court may deem just and proper.

17
18
19
20 **CROSS COMPLAINT**

21 COMES NOW, Plaintiff Gogo Way Trust, by and through its attorneys of record, Alessi
22 & Koenig, LLC, and hereby files this Complaint against New York Community Bank
23 (hereinafter "NY Community Bank") as follows:
24

25 **THE PARTIES AND JURISDICTION**

- 26 1. At all times relevant herein, Plaintiff Gogo Way Trust was a trust organized and
27 authorized to conduct business in the State of Nevada.
28

- 1 2. Upon information and belief, Defendant NY Community Bank was a national
2 association authorized to do business in the State of Nevada.
- 3 3. The names given to the Defendants sued herein as Doe Individuals I through X and
4 Roe Corporations XI through XX, inclusive, are fictitious names. Other parties
5 unknown to Plaintiff may have caused Plaintiff to incur damages as pled herein or
6 may have an interest in the Property. Plaintiff prays that if and when the true names
7 of any said defendants, or any of them, and the nature of their alleged actions and/or
8 interests are ascertained, that they may be inserted herein by proper amendment.
9 Plaintiff has no knowledge of the addresses or places of residence of any fictitious
10 defendants.
- 11 4. Jurisdiction and venue are proper in this Court because this action concerns real
12 property located in the County of Clark, State of Nevada, and the facts, acts, events
13 and circumstances herein mentioned, alleged and described occurred in the County of
14 Clark, State of Nevada.

15 **THE UNDERLYING FORECLOSURE SALE**

- 16 5. Plaintiff hereby repeats, realleges, and incorporates by reference each and every
17 preceding paragraph and allegation as if fully stated herein.
- 18 6. On or about December 3, 1985, a Declaration of Covenants, Conditions, and
19 Restrictions ("CC&Rs") for the Shadow Woods Homeowners' Association, Inc. was
20 recorded in the public records with the Clark County Recorder in Book No. 2226, as
21 Document No. 2185340.
- 22 7. Section 4.01 of the CC&Rs provides, in pertinent part:

23 The Purchaser of each Condominium Unit, by acceptance of a deed
24 therefor, whether or not it shall be so expressed in such deed, is deemed to
25 covenant and agree to pay the Association: (a) annual assessments (to be
26 paid in monthly installments), which shall include an adequate reserve

1 fund for the periodic maintenance, repair and replacement of the Common
2 Area, and (b) special assessments for capital improvements, such
3 assessments to be established and collected as hereinafter provided. The
4 annual and special assessments, together with interest, costs and
5 reasonable attorney's fees, shall be a charge on the Condominium Unit
6 and shall be a continuing lien upon the Condominium Unit against which
7 each such assessment is made, and shall be superior to any declaration of
8 homestead, the lien to become effective upon recordation of notice of
9 assessment.

8. Section 4.06 of the CC&Rs provides, in pertinent part:

9 Each assessment lien may be foreclosed as and in the same manner as the
10 foreclosure of a mortgage upon real property under the laws of the State of
11 Nevada, or may be enforced by sale pursuant to Nevada Revised Statutes Chapter
12 117, and to that end a power of sale is hereby conferred upon the Association.

13 9. On or about May 9, 2011, Defendant NY Community Bank obtained title to certain
14 real property commonly known as 3923 Gogo Way, Unit 109, Las Vegas, NV 89103,
15 Assessor's Parcel Number , and legally described as:

16
17 UNIT ONE HUNDRED NINE (109), AS SHOWN UPON THE MAP
18 ENTITLED "SILVERADO VILLAS II, A SUBDIVISION FOR
19 CONDOMINIUM PURPOSES, ON FILE IN THE OFFICE OF THE
20 COUNTY RECORDER OF CLARK COUNTY, NEVADA, IN BOOK 33
21 OF PLATS, PAGE 44.

22 (the "Property").

- 23 10. Pursuant to Nevada Revised Statute Chapter 116, Defendants NY Community Bank
24 is governed by the requirements and obligations set forth in the CC&Rs and related
25 governing documents.
26 11. The CC&Rs require owners within the community to pay regular assessments and
27 comply with the requirements and obligations set forth in CC&Rs and related
28 governing documents.

- 1 12. Defendant NY Community Bank failed to pay their regular assessments and further
2 failed to comply with other requirements set forth in the CC&Rs and other related
3 governing documents.
- 4 13. Nevada Revised Statute ("NRS") 116.3116 *et. seq.* specifically authorizes a
5 homeowner's association to conduct a foreclosure sale of any lot that has become
6 delinquent on its assessment payments.
- 7 14. As a result of Defendant NY Community Bank's failure to comply with NRS 116 and
8 CC&Rs, Alessi & Koenig, LLC (hereinafter "A&K") was retained to foreclose on the
9 Property pursuant to NRS 116.3116 *et. seq.*
- 10 15. Pursuant to the aforementioned statutory and CC&Rs provisions, A&K, on behalf of
11 homeowners association, Shadow Wood Homeowners' Association, Inc., foreclosed
12 on the Property on or about February 22, 2012.
- 13 16. On or about March 1, 2012, a "Trustee's Deed Upon Sale" was recorded against the
14 Property with the Clark County Recorder in Book 20120301, Instrument No.
15 0004775.
- 16 17. The grantee (buyer) at the foreclosure sale was Plaintiff Gogo Way Trust. As such,
17 as of February 22, 2012, Plaintiff became the title owner of the Property.
- 18 18. Plaintiff has been unable to obtain title insurance on the Property and seeks to quiet
19 title on the Property.

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24 **CAUSE OF ACTION**
(Declaratory Relief and Quiet Title)

- 25 19. Plaintiff hereby repeats, realleges, and incorporates by reference each and every
26 preceding paragraph and allegation as if fully stated herein.
- 27 20. Upon information and belief, a justiciable controversy exists between Gogo Way
28 Trust and Defendant NY Community Bank in that their interests are adverse.

- 1 21. Defendant NY Community Bank failed to meet their obligations to pay assessments
2 pursuant to the CC&Rs and NRS 116, et al.
- 3 22. As a result of the default in payment under the CC&Rs and NRS 116, et al., the
4 Shadow Woods Homeowners' Association, Inc. had a legal right to foreclose on the
5 Property.
- 6 23. Shadow Woods Homeowners' Association, Inc., through their foreclosing agent
7 A&K, performed all conditions and requirements pursuant to the CC&Rs and NRS
8 116, et al., and NRS 107, et al., and properly foreclosed on the Property.
- 9 24. Pursuant to the CC&Rs and applicable law, title vested in Plaintiff Gogo Way Trust
10 on or about February 22, 2012.
- 11 25. The present question of title in the subject property has abridged the rights of Gogo
12 Way Trust as Plaintiff is unable to obtain title insurance.
- 13 26. Gogo Way Trust requests a judicial determination that the foreclosure sale on
14 February 22, 2012, was valid and proper pursuant to the CC&Rs and applicable
15 Nevada law.
- 16 27. Gogo Way Trust further requests that this Court determine the issues of title herein
17 and declare title to the Property vested in Gogo Way Trust on or about February 22,
18 2012.
- 19 28. The claims of the parties are adverse, and Plaintiff has no plain, speedy, or adequate
20 remedy at law.
- 21 29. Declaratory relief is necessary and appropriate to avoid the multiplicity of claims that
22 might otherwise ensue; to allow the parties to determine their rights and liabilities
23 relative to the interests claimed herein; and to obtain a decree setting forth the
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respective interests and priorities of persons and entities claiming any right, title, or interest in the Property.

30. It has been necessary for Gogo Way Trust to employ the legal services of Alessi & Koenig, LLC, as duly licensed and practicing attorneys in the State of Nevada to file and litigate this action, and reasonable attorneys' fees should be awarded to Gogo Way Trust, to be paid by NY Community Bank.


PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment against Defendants and each of them as follows:

1. That the Court declare the homeowners association foreclosure sale valid and proper pursuant to the CC&Rs and applicable Nevada law;
2. That the Court declares title in the Property vest in Gogo Way Trust;
3. For reasonable attorneys' fees;
4. For costs incurred or to be incurred;
5. For such other and further relief as the Court deems just and proper.

DATED this 30th day of October, 2012.

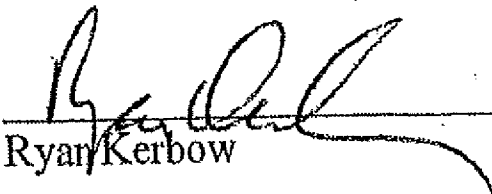
ALESSI & KOENIG, LLC


Ryan Kerbow, Esq.
Nevada Bar No. 10916
9500 W. Flamingo Rd., Ste. 205
Las Vegas, NV 89147
Phone: (702) 222-4033
Fax: (702) 222-4043
huong@allessikoenig.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) I hereby certify that I am an employee of Alessi & Koenig, LLC
and that on the 30th day of October 2012, I mailed a true and correct copy of the Answer and
Counter Claim via US Mail, postage prepaid, to the following address:

Pite Duncan, LLP
701 Bridger Avenue, Suite 700
Las Vegas, NV 89101


Ryan Kerbow



December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mp Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Gentlemen:

Ticor Title of Nevada, Inc. is the escrow agent for the sale and purchase of the above referenced property. The seller in the transaction acquired the property via a non-judicial foreclosure by the beneficiary of the first deed of trust.

As escrow agent we are requesting herewith a demand which reflects all funds owed by OUR SELLER ONLY and not those funds which might have been owed by the prior owner of the subject property. Please also include TRANSFER FEES due the association for the TRANSFER OF ACCOUNT from the above referenced SELLER to the NEW PURCHASER. Ticor Title will not be responsible for any transfer fees that are not listed on the demand statement sent to us.

As we are sure you are aware, under traditional property law, the HOA's lien would be completely extinguished by a foreclosure of the first deed of trust, and the new property owner would not be responsible for any past assessments. However, under Nevada's "super priority" lien statute (NRS § 116.3116), a lien for assessment for delinquent "common expenses based on the periodic budget adopted by the association" will survive the foreclosure sale. This means that the new owner, in this case our seller, remains responsible for association dues, common area maintenance dues, etc. incurred up to nine (9) months prior to the foreclosure sale. Landscape violations, which are not an assessment for a common area, do not fall under the purview of the statute, do not have priority over the mortgage company's interest, and therefore do not survive the foreclosure sale and are not chargeable to the new owner.

We would anticipate that upon receipt of the funds owed pursuant to your demand, you will provide us with a Release of Lien. However, if you are unwilling to prepare such a release document, we have enclosed for your convenience, a RELEASE OF REAL PROPERTY FROM LIEN. If you will sign this document before a Notary Public and return it with your demand, we will assume the responsibility for recording same after payment of the amounts owed. This document will release the subject property from the lien but WILL NOT release any rights or claims which you may legally have against the former owner.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

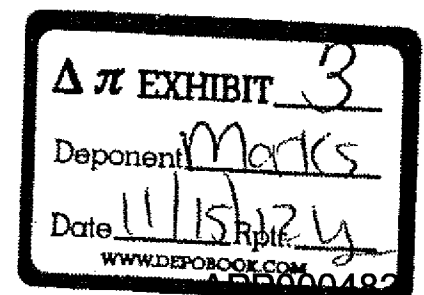

Tami Coop
Escrow Officer

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

YOUR NAME: _____ TELEPHONE NO.: _____

MAIL CHECKS TO:

PLEASE RETURN VIA FAX TO: (702) 938-8771





December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mp Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Dear Sir/Madam:

With reference to the above, we have a pending transaction which, if complete, will require the following information regarding the Homeowners dues:

☐ MONTHLY ☐ QUARTERLY ☐ YEARLY DUES \$ _____

PAID TO _____ NEXT PAYMENT DUE _____

DELINQUENCIES (IF ANY) \$ _____ LATE CHARGE \$ _____ AFTER _____

TRANSFER FEE: HO ASSN. \$ _____ MANAGEMENT CO. \$ _____

____ NO AMOUNT OR NO DUES HAVE BEEN SENT TO ANY COLLECTION AGENCY

____ A PORTION OF THIS ACCOUNT HAS BEEN SENT TO COLLECTIONS. OUR COLLECTION AGENCY IS:

SPECIAL ASSESSMENTS _____

BLANKET INSURANCE AGENT _____

IS THERE A SUB-ASSOCIATION OR MASTER ASSOCIATION ?:

ANY LIENS FILED? _____

ADDITIONAL REQUIREMENTS FOR THE NEW PROPERTY OWNER, IF ANY:

Your response to the above constitutes a DEMAND on our escrow and will be complied with accordingly; therefore, if any of the foregoing should change, PLEASE CALL US WITH CORRECTED INFORMATION IMMEDIATELY.

If your Association has "FIRST RIGHT OF REFUSAL" or "RIGHT TO APPROVE ANY PROPOSED BUYER" or any similar rights, this letter will serve to comply with the provision that your Association be notified. If our escrow is not served with written notice of your Association's intention to exercise those rights herein above set forth, on or before TEN (10) days from the date of this notice, your silence will be deemed evidence of your approval of the sale, and waiver of those rights for this transaction. In the event you should require information concerning the pending sale which is the subject of this escrow, you may wish to contact - Tami Coop at (702) 938-8770.

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

YOUR NAME: _____ TELEPHONE NO.: _____

MAIL CHECKS TO: _____

PLEASE RETURN VIA FAX TO: (702) 938-8771

* * * COMMUNICATION RESULT REPORT (DEC. 28. 2011 1:10PM) * * *

TTI TICOR TITLE OF NEVADA

TRANSMITTED/STORED DEC. 28. 2011 1:09PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

7193 MEMORY TX

63-1 :3049458

OK

2/2

REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION

December 28, 2011

Shadow Wood HOA FAX: 304-9458
 C/O Mp Assoc Mgmt
 8010 W Sahara Ste 160
 Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
 Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Gentlemen:

Ticor Title of Nevada, Inc. is the escrow agent for the sale and purchase of the above referenced property. The seller in the transaction acquired the property via a non-judicial foreclosure by the beneficiary of the first deed of trust.

As escrow agent we are requesting herewith a demand which reflects all funds owed by OUR SELLER ONLY and not those funds which might have been owed by the prior owner of the subject property. Please also include TRANSFER FEES due the association for the TRANSFER OF ACCOUNT from the above referenced SELLER to the NEW PURCHASER. Ticor Title will not be responsible for any transfer fees that are not listed on the demand statement sent to us.

As we are sure you are aware, under traditional property law, the HOA's lien would be completely extinguished by a foreclosure of the first deed of trust, and the new property owner would not be responsible for any past assessments. However, under Nevada's "super priority" lien statute (NRS § 116.3116), a lien for assessment for delinquent "common expenses based on the periodic budget adopted by the association" will survive the foreclosure sale. This means that the new owner, in this case our seller, remains responsible for association dues, common area maintenance dues, etc. incurred up to nine (9) months prior to the foreclosure sale. Landscape violations, which are not an assessment for a common area, do not fall under the purview of the statute, do not have priority over the mortgage company's interest, and therefore do not survive the foreclosure sale and are not chargeable to the new owner.

We would anticipate that upon receipt of the funds owed pursuant to your demand, you will provide us with a Release of Lien. However, if you are unwilling to prepare such a release document, we have enclosed for your convenience, a RELEASE OF REAL PROPERTY FROM LIEN. If you will sign this document before a Notary Public and return it with your demand, we will assume the responsibility for recording same after payment of the amounts owed. This document will release the subject property from the lien but WILL NOT release any rights or claims which you may legally have against the former owner.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

Tamir Coop
 Escrow Officer

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

APP000484

DEC/28/2011/WED 01:21 AM

P. 002/002

DEC. 28. 2011 1:10PM TICOR TITLE OF NEVADA

NO. 7193 P. 1



December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mp Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Gentlemen:

Ticor Title of Nevada, Inc. is the escrow agent for the sale and purchase of the above referenced property. The seller in the transaction acquired the property via a non-judicial foreclosure by the beneficiary of the first deed of trust.

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If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

Tami Coop
Escrow Officer

Δ π EXHIBIT	4
Deponent	Marks
Date	11/15/12
WWW.DEFOBOOK.COM	

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

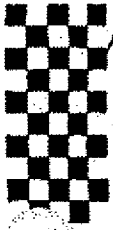
YOUR NAME:

J Marks TELEPHONE NO.: 304-9455

MAIL CHECKS TO:

Mp Assoc Mgmt
6029 S. 7th Apache #130
Las Vegas NV 89148

PLEASE RETURN VIA FAX TO: (702) 938-8771



12/28/2011/WED 01:21 AM

P. 001/002

DEC. 28. 2011 1:10PM

TICOR TITLE OF NEVADA

NO. 7193 P. 2



December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mj Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Dear Sir/Madam:

With reference to the above, we have a pending transaction which, if complete, will require the following information regarding the Homeowners dues:

☒ MONTHLY ☐ QUARTERLY ☐ YEARLY DUES \$ 164.47
PAID TO 11-31-11 NEXT PAYMENT DUE 12-01-11
DELINQUENCIES (IF ANY) \$ 328⁵⁴ LATE CHARGES \$ 10⁰⁰ AFTER 15 Days
TRANSFER FEE; HO ASSN. \$ 0 MANAGEMENT CO. \$ 300⁰⁰

☒ NO AMOUNT OR NO DUES HAVE BEEN SENT TO ANY COLLECTION AGENCY

☐ A PORTION OF THIS ACCOUNT HAS BEEN SENT TO COLLECTIONS. OUR COLLECTION AGENCY IS:

SPECIAL ASSESSMENTS none

BLANKET INSURANCE AGENT Brown + Brown Insurance

IS THERE A SUB-ASSOCIATION OR MASTER ASSOCIATION?: no

ANY LIENS FILED? no

ADDITIONAL REQUIREMENTS FOR THE NEW PROPERTY OWNER, IF ANY:
need copy deed

Your response to the above constitutes a DEMAND on our escrow and will be complied with accordingly; therefore, if any of the foregoing should change, PLEASE CALL US WITH CORRECTED INFORMATION IMMEDIATELY.

If your Association has "FIRST RIGHT OF REFUSAL" or "RIGHT TO APPROVE ANY PROPOSED BUYER" or any similar rights, this letter will serve to comply with the provision that your Association be notified. If our escrow is not served with written notice of your Association's intention to exercise those rights herein above set forth, on or before TEN (10) days from the date of this notice, your silence will be deemed evidence of your approval of the sale, and waiver of those rights for this transaction. In the event you should require information concerning the pending sale which is the subject of this escrow, you may wish to contact - Tami Coop at (702) 938-8770.

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

YOUR NAME: Maria TELEPHONE NO.: 304-9455

MAIL CHECKS TO: Mj Assoc Mgmt
6029 S. 7th Apache #130
Las Vegas Nev 89148

PLEASE RETURN VIA FAX TO: (702) 938-8771

RUN DATE: 10/19/2012

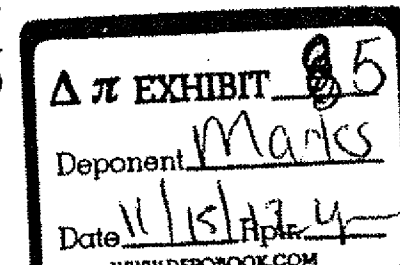
SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 12/01/2007 TO 12/31/2012
SINGLE OWNER

PAGE: 1

000109-01 FEDEL, VIRGINIA
INACTIVE

3923 GOGO WAY #109

TRX DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
12/31/2007	BEG CR BALANCE AS OF 12-31-07		50.00	50.00-
01/01/2008	MONTHLY ASSESSMENTS	153.46		103.46
02/01/2008	MONTHLY ASSESSMENTS	153.46		256.92
03/01/2008	MONTHLY ASSESSMENTS	153.46		410.38
03/19/2008	LOCKBOX PAYMENT CK: 10132		460.38	50.00-
04/01/2008	MONTHLY ASSESSMENTS	153.46		103.46
04/16/2008	LOCKBOX PAYMENT CK: 10171		153.46	50.00-
05/01/2008	MONTHLY ASSESSMENTS	153.46		103.46
06/01/2008	MONTHLY ASSESSMENTS	153.46		256.92
06/16/2008	LATE CHARGE	10.00		266.92
06/16/2008	REVERSE LATE CHARGE		10.00	256.92
06/25/2008	LOCKBOX PAYMENT CK: 10238		256.92	0.00
07/01/2008	MONTHLY ASSESSMENTS	153.46		153.46
08/01/2008	MONTHLY ASSESSMENTS	153.46		306.92
09/01/2008	MONTHLY ASSESSMENTS	153.46		460.38
10/01/2008	MONTHLY ASSESSMENTS	153.46		613.84
11/01/2008	MONTHLY ASSESSMENTS	153.46		767.30
12/01/2008	MONTHLY ASSESSMENTS	153.46		920.76
01/01/2009	MONTHLY ASSESSMENTS	168.81		1,089.57
01/31/2009	LATE CHARGE	10.00		1,099.57
02/01/2009	MONTHLY ASSESSMENTS	168.81		1,268.38
02/09/2009	LOCKBOX PAYMENT CK: 1038		500.00	768.38
03/01/2009	MONTHLY ASSESSMENTS	168.81		937.19
03/03/2009	LATE CHARGE	10.00		947.19
03/31/2009	LATE CHARGE	10.00		957.19
04/01/2009	MONTHLY ASSESSMENTS	168.81		1,126.00
04/17/2009	LOCKBOX PAYMENT CK: 1068		250.00	876.00
05/01/2009	MONTHLY ASSESSMENTS	168.81		1,044.81
05/01/2009	LATE CHARGE	10.00		1,054.81
05/31/2009	LATE CHARGE	10.00		1,064.81
06/01/2009	MONTHLY ASSESSMENTS	168.81		1,233.62
07/01/2009	MONTHLY ASSESSMENTS	168.81		1,402.43
07/01/2009	LATE CHARGE	10.00		1,412.43
07/02/2009	LOCKBOX PAYMENT CK: 1126		500.00	912.43
07/31/2009	LATE CHARGE	10.00		922.43
08/01/2009	MONTHLY ASSESSMENTS	168.81		1,091.24
08/31/2009	LATE CHARGE	10.00		1,101.24
09/01/2009	MONTHLY ASSESSMENTS	168.81		1,270.05
10/01/2009	MONTHLY ASSESSMENTS	168.81		1,438.86
10/01/2009	LATE CHARGE	10.00		1,448.86
10/31/2009	LATE CHARGE	10.00		1,458.86
11/01/2009	MONTHLY ASSESSMENTS	168.81		1,627.67
12/01/2009	MONTHLY ASSESSMENTS	168.81		1,796.48
12/01/2009	LATE CHARGE	10.00		1,806.48
12/31/2009	LATE CHARGE	10.00		1,816.48
01/01/2010	MONTHLY ASSESSMENTS	168.81		1,985.29
01/31/2010	LATE CHARGE	10.00		1,995.29
02/01/2010	MONTHLY ASSESSMENTS	168.81		2,164.10
03/01/2010	MONTHLY ASSESSMENTS	168.81		2,332.91
03/03/2010	LATE CHARGE	10.00		2,342.91
03/31/2010	LATE CHARGE	10.00		2,352.91
04/01/2010	MONTHLY ASSESSMENTS	168.81		2,521.72
05/01/2010	MONTHLY ASSESSMENTS	168.81		2,690.53
05/01/2010	LATE CHARGE	10.00		2,700.53



APP000487

RUN DATE: 10/19/2012

SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 12/01/2007 TO 12/31/2012
SINGLE OWNER

PAGE: 2

000109-01 FEDEL, VIRGINIA

3923 GOGO WAY #109

TRX DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
05/31/2010	LATE CHARGE	10.00		2,710.53
06/01/2010	MONTHLY ASSESSMENTS	168.81		2,879.34
07/01/2010	MONTHLY ASSESSMENTS	168.81		3,048.15
07/01/2010	LATE CHARGE	10.00		3,058.15
07/31/2010	LATE CHARGE	10.00		3,068.15
08/01/2010	MONTHLY ASSESSMENTS	168.81		3,236.96
08/31/2010	LATE CHARGE	10.00		3,246.96
09/01/2010	MONTHLY ASSESSMENTS	168.81		3,415.77
10/01/2010	MONTHLY ASSESSMENTS	168.81		3,584.58
10/01/2010	LATE CHARGE	10.00		3,594.58
10/31/2010	LATE CHARGE	10.00		3,604.58
11/01/2010	MONTHLY ASSESSMENTS	168.81		3,773.39
12/01/2010	MONTHLY ASSESSMENTS	168.81		3,942.20
12/01/2010	LATE CHARGE	10.00		3,952.20
12/31/2010	LATE CHARGE	10.00		3,962.20
01/01/2011	MONTHLY ASSESSMENTS	168.81		4,131.01
01/31/2011	LATE CHARGE	10.00		4,141.01
02/01/2011	MONTHLY ASSESSMENTS	168.81		4,309.82
03/01/2011	MONTHLY ASSESSMENTS	168.81		4,478.63
03/03/2011	LATE CHARGE	10.00		4,488.63
03/31/2011	LATE CHARGE	10.00		4,498.63
04/01/2011	MONTHLY ASSESSMENTS	168.81		4,667.44
05/01/2011	MONTHLY ASSESSMENTS	168.81		4,836.25
05/01/2011	LATE CHARGE	10.00		4,846.25
05/31/2011	LATE CHARGE	10.00		4,856.25
06/01/2011	MONTHLY ASSESSMENTS	168.81		5,025.06
07/01/2011	MONTHLY ASSESSMENTS	168.81		5,193.87
07/01/2011	LATE CHARGE	10.00		5,203.87
07/31/2011	LATE CHARGE	10.00		5,213.87
08/01/2011	MONTHLY ASSESSMENTS	168.81		5,382.68
08/31/2011	LATE CHARGE	10.00		5,392.68
09/01/2011	MONTHLY ASSESSMENTS	168.81		5,561.49
10/01/2011	MONTHLY ASSESSMENTS	168.81		5,730.30
10/01/2011	LATE CHARGE	10.00		5,740.30
10/31/2011	LATE CHARGE	10.00		5,750.30
11/01/2011	MONTHLY ASSESSMENTS	168.81		5,919.11
12/01/2011	MONTHLY ASSESSMENTS	168.81		6,087.92
12/01/2011	LATE CHARGE	10.00		6,097.92
12/31/2011	LATE CHARGE	10.00		6,107.92
01/01/2012	MONTHLY ASSESSMENTS	168.81		6,276.73
01/31/2012	LATE CHARGE	10.00		6,286.73
02/01/2012	MONTHLY ASSESSMENTS	168.81		6,455.54
03/01/2012	MONTHLY ASSESSMENTS	168.81		6,624.35
03/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	6,455.54
03/02/2012	LATE CHARGE	10.00		6,465.54
03/02/2012	REVERSE LATE CHARGE		10.00	6,455.54
03/22/2012	PAYMENT TRUSTEE CK: 68186		3,442.39	3,013.15
03/22/2012	BAD DEBT WRITE OFF		3,013.15	0.00
04/01/2012	MONTHLY ASSESSMENTS	168.81		168.81
04/01/2012	REVERSE MONTHLY ASSESSMENTS		168.81	0.00

1 OWNERS -

REPORT BALANCE AS OF: 12/31/2012

0.00

APP000488

Inst #: 201107070002436

Fees: \$14.00

N/C Fee: \$0.00

07/07/2011 09:56:50 AM

Receipt #: 836995

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: TAH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 100
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 162-18-613-029

Trustee Sale # 12668-3923-109

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark County, Nevada, Shadow Wood Homeowners' Association, Inc** HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **3923 Gogo Wy #109, Las Vegas, NV 89103** and more particularly legally described as: **Unit 109 Book 33 Page 44** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **BANK NEW YORK COMMUNITY**

The mailing address(es) is: **3923 Gogo Wy #109, Las Vegas, NV 89103**

The total amount due through today's date is: **\$8,238.87**. Of this total amount **\$8,003.87** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$235.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **June 29, 2011**

By:


Naomi Eden - Legal Assistant

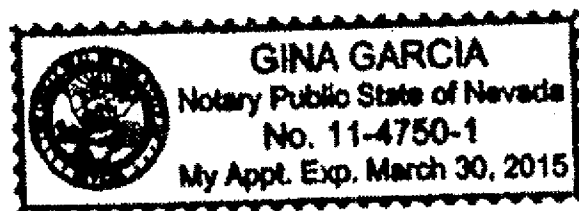
Alessi & Koenig, LLC on behalf of **Shadow Wood Homeowners' Association, Inc**

State of Nevada

County of Clark

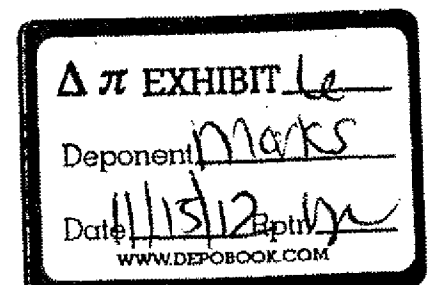
SUBSCRIBED and SWORN before me June 29, 2011

(Seal)



(Signature)


NOTARY PUBLIC



Inst #: 201110130001665
Fees: \$14.00
N/C Fee: \$0.00
10/13/2011 09:49:20 AM
Receipt #: 945349
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 162-18-613-029


Trustee Sale No. 12668-3923-109

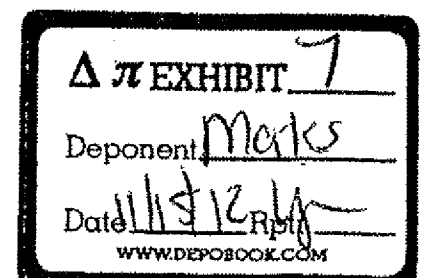
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$6,608.34 as of August 29, 2011 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: Shadow Wood Homeowners' Association, Inc, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on July 7, 2011 as document number 2436, of Official Records in the County of Clark, State of Nevada. Owner(s): BANK NEW YORK COMMUNITY, of Unit 109, as per map recorded in Book 33, Pages 44, as shown on the Condominium Plan, Recorded on as document number Pending as shown on the Subdivision map recorded in Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 3923 Gogo Wy #109, Las Vegas, NV 89103. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated July 7, 2011, executed by Shadow Wood Homeowners' Association, Inc to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: August 29, 2011


Naomi Eden, Alessi & Koenig, LLC on behalf of Shadow Wood Homeowners' Association, Inc



When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

Inst #: 201201270002208
Fees: \$17.00
N/C Fee: \$0.00
01/27/2012 09:32:34 AM
Receipt #: 1049121
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 162-18-613-029

TSN 12668-3923-109

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

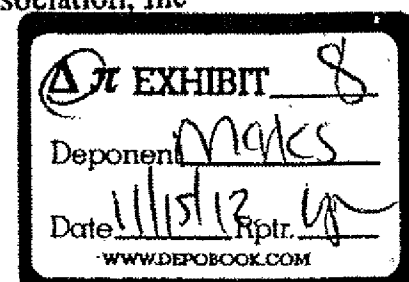
On February 22, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on July 7, 2011, as instrument number 2436, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 PM, at 9500 W Flamingo Suite 205, Las Vegas, NV 89147 (Alessi&Koenig, LLC Office Building).

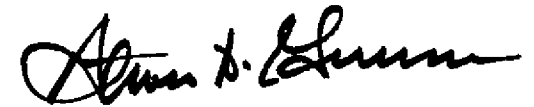
The street address and other common designation, if any, of the real property described above is purported to be: 3923 Gogo Wy #109, Las Vegas, NV 89103. The owner of the real property is purported to be: BANK NEW YORK COMMUNITY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,539.77. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: January 18, 2012

By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Shadow Wood Homeowners' Association, Inc





CLERK OF THE COURT

NOTC
GREGG A. HUBLEY (NV Bar #007386)
K. ALEXANDRA CAVIN (NV Bar #011782)
PITE DUNCAN, LLP
701 East Bridger Avenue, Suite 700
Las Vegas, Nevada 89101
Telephone: (702) 991-4628
Facsimile: (702) 685-6342
E-mail: Ghubleyley@piteduncan.com

Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

DISTRICT COURT

CLARK COUNTY, NEVADA

NEW YORK COMMUNITY BANK,

Plaintiff,

v.

SHADOW WOOD HOMEOWNERS'
ASSOCIATION, INC.; GOGO WAY TRUST;
and DOES 1 through 20, inclusive,

Defendants.

Case No.: A-12-660328-C
Dept. No.: XV

**NOTICE OF SUBMISSION OF
AFFIDAVIT OF SARAH ARTINO IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

Date of Hearing: March 13, 2013
Time of Hearing: 9:00 a.m.

GOGO WAY TRUST,

Counterclaimant,

v.

NEW YORK COMMUNITY BANCORP,
INC.; DOE Individuals I through X; and ROE
Corporations XI through XX,

Counterdefendants.

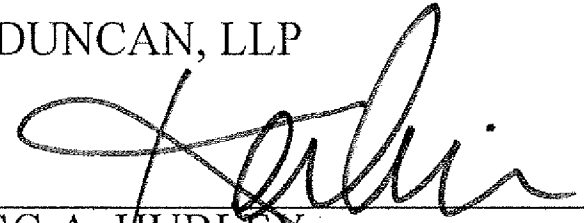
**NOTICE OF SUBMISSION OF AFFIDAVIT OF SARAH ARTINO IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

COMES NOW Plaintiff/Counterdefendant, NEW YORK COMMUNITY BANK
(hereinafter, "Plaintiff" or "NYCB"), by and through its attorneys of record, Pite Duncan, LLP, and
respectfully submits the attached Affidavit of Sarah Artino in support of its Motion for Summary
Judgment.

1 On February 8, 2013, Plaintiff filed its Motion for Summary Judgment. Counsel for Plaintiff
2 advised the Court and all interested parties that it was awaiting receipt of the signed and notarized
3 Affidavit of Sarah Artino, REO/Short Sale Manager for New York Community Bank, in Support of
4 NYCB's Motion for Summary Judgment, and that it would be supplemented and filed with the Court
5 upon receipt. (See, Motion for Summary Judgment, p. 6, fn. 3.) The original executed and notarized
6 Affidavit of Sarah Artino in Support of Plaintiff's Motion for Summary Judgment was received by
7 undersigned counsel on Tuesday, February 12, 2013, and is attached hereto as **Exhibit 1**.

8 DATED this 12 day of February, 2013.

9 PITE DUNCAN, LLP



10
11 GREGG A. HUBLEY

12 K. ALEXANDRA CAVIN

13 *Attorneys for Plaintiff/Counterdefendant NEW*
14 *YORK COMMUNITY BANK*

1 New York Community Bank. v. Shadow Wood, et al.
2 District Court Clark County, Nevada
3 **Case No(s). A-12-660328-C**

4 **DECLARATION OF SERVICE**

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On February 12, 2013, I served the following document(s):

9 **NOTICE OF SUBMISSION OF AFFIDAVIT OF SARAH ARTINO IN SUPPORT OF**
10 **MOTION FOR SUMMARY JUDGMENT**

11 on the parties in this action addressed as follows:

12 Robert Koenig
13 Ryan Kerbow
14 **ALESSI & KOENIG, LLC**
15 9500 West Flamingo Road, Suite 205
16 Las Vegas, Nevada 89147
17 *Attorneys for Defendants Shadow Wood Homeowners'*
18 *Association, Inc. and Gogo Way Trust*

19 X **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am
20 readily familiar with the firm's practice of collection and processing correspondence for
21 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course
22 of business. I am aware that on motion of party served, service is presumed invalid if postal
23 cancellation date or postage meter date is more than one day after date of deposit for mailing
24 in affidavit.

25 **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated
26 above via certified mail, return receipt requested.

27 **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the
28 above-described document(s). I verified transmission with a confirmation printed out by the
facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and
mailed as indicated above.

 BY FEDERAL EXPRESS: I placed a true copy in a sealed Federal Express envelope
addressed as indicated above. I am familiar with the firm's practice of collection and
processing correspondence for Federal Express delivery and that the documents served are
deposited with Federal Express this date for overnight delivery.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
is true and correct.

Executed this 12th day of February 2013, at Las Vegas, Nevada.


NICOLE L. SCHLANDERER

EXHIBIT 1

EXHIBIT 1

1 **AFFIDAVIT OF SARAH ARTINO IN SUPPORT OF MOTION FOR SUMMARY**
2 **JUDGMENT**

3 STATE OF OHIO)
4 COUNTY OF CUYAHOGA) ss:

5 I, Sarah Artino, being duly sworn, depose and say:

6 1. I am employed in the capacity of REO/Short Sale Manager for the Plaintiff, NEW
7 YORK COMMUNITY BANK (hereinafter "NYCB" or "Plaintiff"), in the instant action. I have
8 personal knowledge of the facts contained herein and I am competent to testify thereto.

9 2. The information set forth in this Affidavit contains elements of Plaintiff's business
10 records, maintained in the regular course of business, created at or near the time of the act, condition
11 or event, and properly identified and authenticated. The source of information and method and time
12 of preparation of said documents are such as to reflect trustworthiness. No additions, deletions or
13 changes have been made to the business records or original documents.

14 3. On May 9, 2011, NYCB purchased real property commonly known as 3923 Gogo
15 Way #109, Las Vegas, Nevada 89103 ("Subject Property") at a trustee's sale for \$45,900.00.

16 4. On July 21, 2011, an Individual Condominium Unit Appraisal concluded that the
17 Subject Property was worth \$53,000.00.

18 5. On November 2, 2011, NYCB requested a detailed statement, identifying all past due
19 amounts, from Alessi & Koenig via electronic correspondence. Alessi & Koenig did not respond
20 to NYCB's November 2, 2011, electronic correspondence or provide a detailed payoff statement.

21 6. On December 2, 2011, NYCB sent a follow-up email to Alessi & Koenig advising
22 that it would need a detailed statement in order to pay the unpaid balance. Alessi & Koenig did not
23 respond to NYCB's December 2, 2011, electronic correspondence or provide a detailed payoff
24 statement.

25 7. On December 12, 2011, NYCB contacted the realtor retained by NYCB to market
26 to Subject Property and requested assistance with obtaining a payoff statement and W-9 from Alessi
27 & Koenig.

28 /././

8. On January 19, 2012, NYCB sent a third request, via electronic correspondence, to Alessi & Koenig requesting a detailed statement.

9. On January 23, 2012, NYCB received a ledger of past due amounts through February 28, 2012, from Alessi & Koenig reflecting an outstanding balance of \$6,445.54. On January 31, 2012, a check in the amount of \$6,783.16 was sent to Alessi & Koenig.

10. On February 8, 2012, NYCB received electronic correspondence from Alessi & Koenig advising that it had received a check in the amount of \$6,783.16, but the total amount due was \$9,017.39.

11. On February 10, 2012, NYCB sent electronic correspondence to Alessi & Koenig advising that the ledger provided on January 23, 2012, reflected an outstanding balance of \$6,445.54 and that NYCB had paid more than the amount due and owing to cover the monthly homeowner's association dues through April. In response, Alessi & Koenig advised that the amount due was \$9,017.39, not \$6,445.54. NYCB advised that it would need a new statement reflecting that amount.

12. On February 14, 2012, NYCB received a cover letter and nine (9) month super priority demand from Alessi & Koenig reflecting an outstanding balance of \$9,017.39, good through February 29, 2012.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 11th day of February, 2013, at Cleveland, Ohio.


SARAH ARTINO

SUBSCRIBED AND SWORN to before me
on this 11th day of February, 2013.

NOTARY PUBLIC in and for said
COUNTY and STATE.

GLORIA D. SINGLETON
Notary Public for the State of Ohio
My Commission Expires Oct. 18, 2015
Recorded in Cuyahoga County

1 A For -- yeah, any association.

2 Q I understand. So essentially, Mr. Marks,
3 the pre-lien letter, correct me if I misstate any of
4 this, the pre-lien letter is the letter that MP
5 sends out to the homeowner. Am I wrong?

6 A It's addressed -- It's Shadow Wood. We're
7 the middle man. We're sending it out for Shadow
8 Wood. Everything is addressed Shadow Wood. But we
9 do say send your payments to where you're supposed
10 to. Which could be through us.

11 Q Understood. But MP prepares this?

12 A Correct.

13 Q And the letter, essentially -- and
14 typically, the triggering mechanism, if you will, is
15 two months overdue?

16 A Yeah. Associations, all of them that I
17 know, if a homeowner is two months out, the full 60
18 days out, and then of course they are billed for the
19 next month, they will send them a pre-lien and say
20 you are behind this. You now have a current month.
21 You have an opportunity to pay, make a payment
22 arrangement before. And then we do state in there
23 very clear, legal letter, that it will go to lien if
24 this isn't satisfied.

25 Q Got you. And that letter, is it your

1 understanding as you sit here today that a pre-lien
2 letter would have went New York Community Bank in
3 relation to this property?

4 A To my knowledge everyone of -- everything
5 that has ever gone over to Alessi Koenig has a
6 pre-lien letter. Unless -- there are some
7 circumstances when the board says no, we want it to
8 go right to lien.

9 And I'm not allowed to make any
10 decisions. If they tell me -- if I feel it's wrong,
11 I have get a letter signed by them saying that I
12 recommended this, you are dong this, so I can -- I
13 won't use the word -- C-Y-A.

14 Q So the board might tell you on one
15 particular property, one particular board may say
16 don't do a pre-lien letter?

17 A Very possibly.

18 Q Do you recall whether that was the case in
19 relation to this property?

20 A I don't think. I honestly didn't look on
21 the history of this, because it would be there
22 because it would definitely say pre-lien on there.

23 Q Do you know whether that would have been
24 one of the documents that MP produced in response to
25 our subpoena?

1 A If it was there, it would have come in
2 with your stuff.

3 Q Okay.

4 A Yes, if there was one there, we would have
5 given you a copy in the file.

6 Q And thereafter, I think you said, and
7 again correct me if I'm wrong, I don't want to
8 misstate anything here, MP will prepare the pre-lien
9 on behalf of the HOA?

10 A Correct.

11 Q Thereafter it may be forwarded to a
12 collection company?

13 A Once the timeframe is up.

14 Q Right.

15 A And we give them the full time. I
16 actually, when we send it out, say we -- I do the
17 pre-lien letters the very first of the month.

18 Q Okay.

19 A We give, obviously to the end of the
20 period of when the payment is due. And it's usually
21 the first of the month or second of the month that
22 we do this.

23 Q And when say you forwarded it to a
24 collection company, is that -- I mean I think I
25 understand what you mean. I just want to make sure

1 that it's clear on the record. Is that, like, a
2 whether it's Alessi Koenig or anyone else, is that
3 like a company that actually then contacts the
4 homeowner and says your account has been put in
5 collection?

6 A Yes. You have about three or four major
7 companies in this town doing it. Although there are
8 a lot more popping up all of a sudden.

9 Q Sure?

10 A And what we do is we send them the ledger
11 with a copy of the pre-lien letter that has gone
12 out, so we back ourselves up by giving it to them.
13 And then from that point on, the management company
14 and the association is done talking to that person.

15 Q After the pre-lien letter or after --

16 A After the lien --

17 Q -- it goes collection?

18 A After it goes for lien.

19 Q Okay. Again, just so I'm clear, is a lean
20 in your understanding, is the lien the same thing as
21 collection letter or being sent --

22 A A lien is they haven't paid their
23 assessments, now we're going to put a lien on your
24 property for the assessments.

25 Q So forwarding it to a collection company

1 is different than recording a lien to your -- the
2 way that you look at this?

3 A My -- in my estimation what it is, is
4 again I'm sending a ledger to this company, whomever
5 it may be, this is what they owe us. Take it from
6 there. The association gave you the right to put a
7 lien on the property. It's yours at this point.
8 Does that make sense?

9 Q I think so. I just -- and when I'm asking
10 you about the difference between a lien and a
11 collection company, I don't mean legally. I just
12 mean in your understanding so that I'm clear, is a
13 lien -- sending a file, for example, to a lien, is
14 that different than sending it to a collection
15 company?

16 A No. It would be the same thing. We are
17 sending them a file. And the file says we have done
18 this thus far. Here it is. Now we need to get
19 protection, you know, that something won't happen
20 and that we get our money -- the association. When
21 I say our, please understand it's the association I
22 speak for.

23 Q I fully understand there. I am assuming
24 that the responses to my next couple of questions
25 you're probably not going to recall this. It was a

1 while ago, but I need to ask them anyway. And I'm
2 taking them from Paragraph 12 that I directed you to
3 on Exhibit 2, Page 6. That paragraph again says
4 that my client failed to pay assessment. Do you
5 recall, as you sit here today, what assessments had
6 not been paid or the extent to which New York
7 Community Bancorp was behind?

8 A No.. Because I don't remember it and I
9 don't have the original.

10 Q Understood. The same -- the next question
11 again, same question. There is an alleged failure
12 to comply with, and I'm quoting, "Other requirements
13 in CCNRs". Do you know, as you sit here today, what
14 other requirements of the CCNRs my client failed to
15 comply?

16 A That would, to me, that they just didn't
17 pay the assessments in a timely manner.

18 Q Well, then that's good cause that was
19 going to be my next question. Your understanding is
20 that they failed to pay the assessments?

21 A Yes. Any time we do that it is failure to
22 pay the assessments.

23 Q And lastly that paragraph states that my
24 client allegedly failed to comply with -- and I'm
25 quoting, "other governing documents. Do you know

1 what other governing documents?

2 A That would probably be in reference to a
3 collection policy.

4 Q Okay. All right. And I think you already
5 answered it. As you sit here today, you don't
6 recall what the outstanding assessments there were
7 owed by New York Community Bank or whether there
8 were any, without looking at other documents?

9 A Correct.

10 Q Do you recall when MP became involved in
11 the Shadow Wood foreclosure proceedings against NYC,
12 NYC being my client, New York Community Bank?

13 A I would have to say no. The only thing I
14 would know is that when it went to lien, that's
15 where I'm at.

16 Q Do you recall, Mr. Marks, whether you were
17 personally involved in any communications with any
18 representative of my client, New York Community Bank
19 or about the Gogo Way foreclosure?

20 A No, I wasn't.

21 Q Do you know whether my client tried to pay
22 any of the HOA assessments?

23 A I would have to say no, because I don't
24 have the record. I would be able to tell if I had
25 the history in front of me.

1 Q Page 7, if you would turn to that
2 Paragraph 23. I'm going to paraphrase. Shadow Wood
3 Homeowners Association through their foreclosing
4 agent, A and K -- do you know who A and K is as it
5 is used in that paragraph?

6 A Yes.

7 Q Who is it?

8 A Alessi Koenig.

9 Q Do you know, as you sit here today,
10 whether Shadow Wood or Alessi Koenig performed all
11 of the duties, conditions or requirements under the
12 CCNRs and Nevada law to foreclose on the subject
13 property?

14 A To my knowledge, I believe it was done --
15 everything was done accordingly.

16 Q Do you -- and can you explain to me how
17 you acquired that knowledge or what your belief is
18 based upon?

19 A Okay. From -- from -- okay. From
20 situations that have happened and accounts have been
21 cleared up, you know, that type of stuff over the
22 years that I have dealt with them. When this
23 process is done, it's always been completed. And
24 the association gets their money and we get a new
25 owner or whatever and we move on.

1 Q So nothing -- your belief wasn't based on
2 anything specific to this case and this property --

3 A Correct.

4 Q -- it was specific to or based upon your
5 prior history and experience?

6 A The history with both -- yes, with --

7 Q Shadow Wood --

8 A Shadow Wood and Alessi Koenig and with my
9 other associations.

10 Q I'm going to hand you now what has been
11 marked as Exhibit 3 to this deposition. And I'll
12 represent to you that that is correspondence dated
13 December 20, 2011 from Ticor Title. Do you
14 recognize that document?

15 A I recognize this document because we get
16 frequently these documents.

17 Q And that is addressed to -- it's from
18 Ticor Title to Shadow Wood, care of MP Association
19 Management, right?

20 A Correct. And that's our old address, by
21 the way.

22 Q You are way ahead of me. That was my next
23 question.

24 A Sorry.

25 Q That was MP's address as of December 28,

1 2011?

2 A Yes.

3 Q To your knowledge, was this document
4 received by MP Association Management?

5 A Okay. Let me clarify this.

6 Q Sure.

7 A If this comes into our office and the
8 young lady who does this -- when I was doing them,
9 if it was in collection, this would automatically --
10 we would not fill out, we would forward it to the
11 collection company for them to fill out.

12 Q Okay.

13 A We would not be allowed to fill this out.

14 Q Do you know, as you sit here today when or
15 if this property went into collection?

16 A I believe it did go into collection. So I
17 believe -- this would depend too if this came before
18 it went to collection or after it came collection.

19 Q If it came before it went to collection,
20 what would you do?

21 A It would be filled out by us.

22 Q By MP?

23 A It would be either by myself or whomever I
24 chose, you know, one of my employees who does this
25 for me.

1 Q If it came after to collection, what would
2 MP do --

3 A It would be forwarded immediately over to
4 the trustee company for them to fill it out.

5 Q So it would have been forwarded in this
6 case, and correct me if I'm wrong here, to Alessi
7 Koenig?

8 A Correct.

9 Q Not to the Shadow Wood?

10 A No. Alessi and Koenig.

11 Q How do you know the entity to whom you
12 send this type of letter to? In other words, is the
13 foreclosing trustee the same in every case or does
14 it differ from one HOA to the next --

15 A Any time Ticor Title, any of the title
16 companies send us something, that's telling us they
17 want to give you all the updated information for
18 either sale, foreclosure or whatever it is. So
19 that's when I know what to do.

20 Q I guess my question is though: How did
21 you know to send it to Alessi Koenig?

22 A We would look the record up. We would
23 look on the computer and look at the record.

24 Q Okay. Do you recall, as you sit here
25 today, as you can see this letter is purportedly

1 signed by Andy Coop (PHONETIC), escrow officer of
2 Ticor Title. Did I read that correctly?

3 A Yes.

4 Q Do you recall speaking or otherwise
5 communicating with Any Coop in relation to this
6 property?

7 A No.

8 Q Do you recall, Mr. Marks, whether you
9 responded in writing to Ticor Title to this letter,
10 Exhibit 3 --

11 A I don't. I don't remember this one in
12 particular.

13 Q Moving on. Exhibit 4. Do you recognize
14 Exhibit 4?

15 A I sure do. That is my writing.

16 Q That was my next question. Is that your
17 handwriting on Pages 1 and 2?

18 A That is me. I write very distinctly.

19 Q And is that also your signatures on Pages
20 1 and 2?

21 A Yes, it is.

22 Q And again, I hate to repeat myself. I
23 just want it clear on the record.

24 A That's okay.

25 Q And at that time you were the owner of MP,

1 right?

2 A Correct.

3 Q Why -- my first question is: Why did you
4 prepare this? Write this response as opposed to
5 someone else in MP?

6 A I'm a small company. At the time, I
7 had -- I felt I needed to be on top of a lot of
8 stuff. I'm one of these that want to know
9 everything that is going on as much as I can.

10 Q I can relate to that as well. Did you --
11 I don't see that you dated this. I could be missing
12 that. I don't see that it's dated. So my next
13 question is: Do you know what date you would have
14 signed that document?

15 A I can honestly say that myself and my
16 receptionist who now does this, our turn around time
17 on these are probably within 24 hours.

18 Q There's a good chance then that it was
19 probably prepared and signed by you within a day?

20 A Within a day. Yeah. This came from
21 Ticor. Oh, yeah that's there's, from Ticor.

22 Q And I think you already testified. Prior
23 to receiving this letter, you had seen a number of
24 these letters in your experience?

25 A Yes. Yes, a number.

1 Q So you were familiar with this type of
2 request for an identification of delinquent HOA
3 payments?

4 A Correct.

5 Q And you have prepared, I'm sure, a number
6 of responses to this type of a question?

7 A Many.

8 Q Page 2, Mr. Marks, Page 2 indicates that
9 monthly dues applicable to the subject property are
10 \$164.47, right?

11 A For this particular unit. Shadow Wood has
12 various assessments.

13 Q Okay.

14 A They have different size units. So their
15 assessments are different.

16 Q For this particular unit, the subject
17 property, that is the assessment that would have
18 been applied monthly?

19 A That's the figure I got down there, I'm
20 going to assume that's it.

21 Q The next line indicates that the dues had
22 been paid through to November 31, 2011, correct?

23 A Paid 11/31/11 to '12 -- oh, that's --
24 yeah. They're paid through then. I believe that's
25 what that means. And the next payment is due in

1 12/01.

2 Q That was my next question --

3 A Yes --

4 Q -- the next payment was due on want
5 12/1/11? It indicates that there are delinquencies
6 of \$328.94?

7 A Correct.

8 Q And that the late charges of \$10 will
9 accrue after 15 days?

10 A Yes, that is correct. That is what the
11 late charges are.

12 Q And 15 days from what? Would it be from
13 the date of this?

14 A It's from the date -- no. It's 15 days
15 from -- when we send you out a statement, your
16 dues -- your assessments are due on the first of the
17 month. And we gave you 15 days. So it would be on
18 the 16th day actually. The computer automatically
19 puts on late charges.

20 Q In relation to this one, where it says,
21 "The next payment is due 12/1/2011", the late charge
22 would accrue on December 16th --

23 A Correct.

24 Q -- 2011?

25 Okay. The next line indicates, no

1 transfer fees to the HOA are owed?

2 A Right.

3 Q And then the next line says management
4 company followed by the amount \$300?

5 A That's the transfer fees. It's a new
6 owner set up fee.

7 Q So is that the same with every new owner?

8 A Everybody. Every association.

9 Q And that fee represents just a new owner
10 taking over?

11 A Yes. What we have to do in our office.

12 Q And that is paid to --

13 A Us directly.

14 Q Okay. Good. Is there a statement,
15 contract or any other document setting forth this
16 \$300 management fee?

17 A In our contract.

18 Q In your contract?

19 A With the association.

20 Q Perfect. The response goes on to say --
21 and there is a check -- that no dues have been
22 referred to a collection agency?

23 A No amount of dues have been set -- at this
24 point, no.

25 Q Okay. And I guess my next question is --

1 maybe you already answered it. Okay. But I'm not
2 clear: Can MP refer an account to collection on
3 behalf of Shadow Wood? Does MP have that right?

4 A We -- yeah. Per the collection policy we
5 have the right because we're following the
6 collection policy of the association.

7 Q Got you. Does MP refer past due accounts
8 to collection on a regular basis?

9 A Almost every month, unfortunately.

10 Q I think you already answered this. My
11 question was: At what point is an account referred
12 to collection? I think you said it was two months,
13 right.

14 A It is after 60 days.

15 Q And according to the exhibits in front of
16 you, this account, this property, the HOA dues owed
17 by New York Community Bank, Corp. had not been
18 referred to collection?

19 A At that point.

20 Q And this also says there are no special
21 assessments due?

22 A At that time, there was not.

23 Q And then it identifies an insurance agent?

24 A Right.

25 Q Indicates that there is no sub or master

1 association, right?

2 A Correct.

3 Q Also indicates that no liens have been
4 filed?

5 A Correct.

6 Q And you're -- you have done this for a
7 number of years. You understood what a lien meant?

8 A Correct.

9 Q I think you wrote, need copy deed?

10 A Yes. What that means is that, when it's
11 transferred, the property transfers, we will not
12 make any changes until we get a grant deed.

13 Q Okay.

14 A Showing the new owner's name on it.

15 Q And again, that is your signature, right?

16 A Correct.

17 Q On Page 2, you wrote in the telephone
18 number and the address of MP at the time?

19 A Correct.

20 Q And that is your current address, correct?

21 A That is current.

22 Q And obviously, I'm assuming since you
23 signed this, that everything in it was true and
24 correct to the best of your knowledge?

25 A Correct.

1 Q And did you then send this or did someone
2 in --

3 A Well, it would be faxed over to Ticor
4 Title.

5 Q Above your signature on Page 2, it's in
6 small print so I apologize, but do you see where it
7 says, and I'm quoting, "Your response to the above
8 constitutes a demand", and it goes on and on --

9 A Right.

10 Q -- but do you see where I'm talking about?

11 A Yes.

12 Q And it also goes on to say, and I'm
13 quoting, "If any of the foregoing should change,
14 please call us with corrected information
15 immediately". Do you see that?

16 A Yes.

17 Q Is that pretty standard for these type of
18 request --

19 A Yes. This is a very standard form.

20 Q It's a form, right?

21 A It's a form.

22 Q It's a boiler plate?

23 A You got it.

24 Q And the please call us is all in caps --

25 A Yes.

1 Q -- capitalized letters?

2 A Yes.

3 Q Does that signify to you any level of
4 importance?

5 A If we have questions or anything we call
6 them right a away.

7 Q And it was faxed to Ticor?

8 A Yes, I believe it was.

9 Q And there's a good likelihood it was faxed
10 back within --

11 A Twenty four hours, yes.

12 Q Do you recall, Mr. Marks, have you
13 contacted Tammy Coop or anyone else at Ticor after
14 sending this out?

15 A No, I have never contacted -- I did not
16 contact her.

17 Q You didn't consult with anyone when you
18 prepared this document?

19 A No, sir. We just prepare it off of our
20 records.

21 Q Do you know whether you would have
22 referenced any documents or information in filing
23 that out?

24 A I don't believe so unless there was
25 something that stood out in the account that I

1 needed to make them aware of.

2 Q Do you know whether, Mr. Marks, this
3 document, Exhibit 4 was attached to the documents
4 that you sent in response to our subpoena?

5 A I'm not sure. Like I said, I'm not sure
6 exactly what was sent. Other than the main
7 governing documents that I know was sent over.

8 Q You're not sure --

9 A This particular piece of paper or
10 anything -- we would give you anything that we had
11 in the file that was relevant to that.

12 Q I think you already answered the question,
13 Mr. Marks, but you don't recall that you would have
14 consulted with anyone before --

15 A Correct --

16 Q -- preparing Exhibit 4?

17 A Yes.

18 Q So I am going to hand you what has been
19 marked as Exhibit 5 to the deposition. Do you
20 recognize that document?

21 A That's the status report.

22 Q Exhibit 5 is the status report. Is that
23 something that MP prepares and generates?

24 A This comes out of our computers.

25 Q Is that what you -- earlier, you mentioned

1 that you have a ledger or you look to a ledger --

2 A Mm-hmm.

3 Q -- is this the ledger that you were
4 referring to?

5 A Yes, sir.

6 Q And do you -- this was actually, I'll
7 represent to you, provided in response to our
8 subpoena. Do you know who prepared it? Is it just
9 something that --

10 A It could be anybody. You can call over
11 and ask us for this, a title company or anybody, and
12 it would just be sent over.

13 Q I understand. Somebody at MP, though,
14 would just put in these figures that are --

15 A Just put in the account number.

16 Q Okay.

17 A The account number is 109.

18 Q Got you.

19 A And that's how we pull it up.

20 Q For example, though, it sets forth the
21 number of charges and credits and a balance and
22 everything, is there somebody at MP that will input
23 that information? For example, on the January --

24 A Oh, yeah. It's -- I can explain it
25 easily.

1 Q Okay.

2 A When payments are made, like I say, they
3 will come -- now, these are lock box payments, as
4 you can see.

5 Q Right.

6 A Lock box payments go directly to the bank.
7 The bank then processes the payments -- uploads to
8 us the next day, the report. And we just download
9 it into our computers. It is not hand by hand.

10 Q Okay. Got you.

11 A It is -- you know what I'm saying?

12 Q I do. The marvels of technology.

13 A Yes.

14 Q According to Exhibit 5, it looks like from
15 January 8th of 2008 to December 1st of 2008, the
16 monthly assessments -- I just want to make sure I am
17 understanding this correctly -- were \$153.46?

18 A Right.

19 Q And then from -- and the charges then,
20 what I was getting at is, again, poorly phrased
21 question by me -- the charges represent the monthly
22 assessment?

23 A The charges represent the monthly
24 assessment for that particular unit.

25 Q Right. Right. And then from January 1st

1 of '09 to the present, it looks like the monthly
2 assessments were \$168.81?

3 A Went up.

4 Q Okay.

5 A Right.

6 Q Now, I want you to look back at Exhibit 4,

7 Page 2 --

8 A Where we came up with the figure.

9 Q Right. And it says there that dues were
10 164 --

11 A 164. So where did we get this figure
12 from?

13 Q Yeah.

14 A That's a good question. Unfortunately, I
15 cannot answer that because I'm not finding it.

16 Q Okay. Fair enough. The next page of
17 Exhibit 5, as of December 11, 2011 it's -- wait a
18 minute. That is not right. December 1st. I'm
19 sorry. December 1, 2011. It is towards the bottom
20 of the page.

21 A 6000.

22 Q Right. It represents a balance owed of
23 \$6.097.92. Do you see that?

24 A Yes, I do.

25 Q And that includes -- there's a number of

1 monthly late charges that accrued, correct?

2 A Correct.

3 Q That are included in that balance?

4 A Correct.

5 Q As well as the monthly assessment that
6 were not paid?

7 A Correct.

8 Q Now, looking back again, Mr. Marks, to
9 Exhibit 4, the document that you filled out, you
10 indicated that the delinquencies totaled \$328?

11 A Yeah. Evidently there is a -- something
12 there because it -- at this point it doesn't match
13 up.

14 Q Right?

15 A So obviously I got that --

16 Q Do you know --

17 A I'm not sure.

18 Q -- why that is?

19 A Yeah. I honestly don't know. I mean, if
20 the figure was there and I saw it, obviously I had
21 something that I was looking at.

22 Q Because it's a pretty significance
23 difference between \$6,097.98 --

24 A Well, obviously if you look at the amount
25 of payments and then you add all this up -- I mean,

1 I'm not in the computer so I cannot do all the math
2 here --

3 Q Sure.

4 A -- but it appears that this account had
5 not been -- the only time that it was at a zero
6 balance was back in '08, 6/25/08.

7 Q Right?

8 A And from that point on, it appears that
9 out of the one, two, three, four, five, six, seven
10 months, there was only one, \$500 payment from
11 assessments. So I believe it would add up quite
12 quickly.

13 Q Sure. I'm just wondering why the
14 discrepancy between what is on the ledger --

15 A I would agree with you --

16 Q -- and the letter to Ticor title --

17 A I totally would agree with you.

18 Q And you don't --

19 A I don't have an honest answer for you.
20 And I'm not going to make up one now.

21 Q No. And I certainly don't want you to.

22 A That bothers me.

23 Q There is -- back on Exhibit 5, the ledger,
24 there is something that indicates reverse late
25 charges. It's towards the bottom of the document.

1 A It's also up on top in '08.

2 Q Okay.

3 A It was a reversed.

4 Q What is that?

5 A That would mean that somebody called and
6 asked -- requested that the late charges be reversed
7 for whatever reason. Part of it -- okay. Let's
8 see, okay. Part of this could have been, like if
9 you notice the late charge went out on the 16th.
10 When did the payment come in?

11 Q Are you on Page 1 --

12 A I'm on the very first page. I'm trying in
13 my mind -- you see, because people will call us for
14 several reasons. If they send in the lock box and
15 the lock box -- and their payment, they send it on
16 time, but the lock box got it late to us, obviously
17 we want to credit them back.

18 Q Sure.

19 A So that is what -- that is what I'm trying
20 to see.

21 Q Okay.

22 A It could be any reason why.

23 Q On the second page, towards the very
24 bottom, March 2, 2012 -- yeah, there is a reverse
25 late charge. So is it your understanding that

1 the -- that someone contacted you at that point,
2 contacted MP and said -- asked, please reverse this
3 late charge?

4 A But this thing -- there has to be why --
5 why this was -- in my mind, it's the accountant --
6 I'm thinking like their thing, where they reverse
7 monthly assessment. That means in March, evidently
8 I don't know the actual date that it was taken over,
9 the property by the other people. That's why, a lot
10 of times, it will sometimes it will show up on the
11 old person. We will bill them ahead of time, and
12 then we find out that they actually owned it from
13 the time --You follow me?

14 Q I do.

15 A So that's why I think that could be.
16 Because I'm noticing, reverse monthly assessment,
17 there is no reason to reverse monthly assessment
18 unless somebody else got it. So that would tell me
19 that could have been an issue. And then I see all
20 the payments from the trustee company. And I
21 believe that's possibly what happened, is we got it,
22 the payment from Alessi 'cause it says payment
23 trustee check came over. Shows the new owner.
24 Okay. At that time, it probably shows the date that
25 they took it over. Such and such date.

1 Q Right.

2 A But we had already billed this one. So we
3 now have to reverse that one and apply it to the new
4 one.

5 Q Is it likely -- do you believe that MP
6 received a call or communication from Alessi Koenig
7 around that time that said, hey will you reverse the
8 monthly assessment and late charge for such and such
9 period --

10 A No, I don't believe that would be the
11 case. In my mind, I would think what would have
12 happened is when we got the trustee check on 3/22
13 for \$3400, that when the young lady who does all of
14 this, the -- Barbara, who does this, that the dates,
15 she checked the dates out of when Gogo trust
16 officially took it over and it must have been that
17 date. And that's why it was reversed.

18 Q On March 22, 2012 the ledger indicates
19 that there is a payment of \$3,442.39?

20 A Right.

21 Q Do you know who would have made this
22 payment?

23 A That came from the trustee company.

24 Q Do you recall with this property, whether
25 that was Alessi Koenig?

1 A I'm sorry?

2 Q Do you recall with respect to this
3 property whether that was Alessi Koenig?

4 A Well, I know it's a payment trustee
5 check -- Alessi Koenig is basically the only trustee
6 company we use for all our associations.

7 Q Do you know what the purchase price
8 collected at the HOA sale was?

9 A No, I'm not involved in that in any way.

10 Q And then also on March 22, 2012, the
11 ledger indicates there is a, quote, "bad debt write
12 off"?

13 A Right. So the balance of what was owed to
14 the association is put into that bad debt column.

15 Q Who makes that decision, to write it off?

16 A We put it into the budget for bad debt
17 write offs. So it's automatically. And then
18 obviously, the CPAs at the end of the year tell us
19 what to do.

20 Q Sure. But someone at MP is indicating the
21 difference between what is paid and what is owed is
22 a bad debt write off?

23 A Exactly. It would be a bad debt write
24 off.

25 Q I may have asked this before. If I did, I

1 apologize. Do you know whether New York Community
2 Bank ever attempted to make a payment for the HOA
3 fees?

4 A That, I don't know.

5 Q Do you recall ever having received a
6 telephone call from Dali Hughlet (PHONETIC) of
7 Prudential America in relation to the property?

8 A Not to my knowledge.

9 Q Do you know whether my client, New York
10 Community Bancorp or one of its agents ever
11 requested a resale package from the HOA?

12 A That would go to my receptionist for
13 resale packages. I'm not aware of all that they
14 requested.

15 Q You don't know -- you do know what a
16 resale package is?

17 A Yes, sir.

18 Q For the record, would you tell us. I'm
19 not sure what it is?

20 A Law of Nevada states that everybody who
21 sells a property has to give to the new owner.
22 CCNRs, rules and regulations, bi laws, budgets,
23 financials, letters -- minutes, letter of
24 litigation, and deeds.

25 Q Okay.

1 A So we're required to do that.

2 Q Moving on. Exhibit 6. Do you recognize
3 Exhibit 6, Mr. Marks?

4 A The form letter, yes, I do. That's what I
5 see on all the properties.

6 Q And you know what a notice of delinquent
7 assessment lien is, right?

8 A Yes.

9 Q And this is dated June 29, 2011?

10 A Where are we looking at?

11 Q Toward the bottom left hand side.

12 A Yeah, I see it.

13 Q It appears to have been signed by Naomi
14 Eden of Alessi Koenig?

15 A Correct.

16 Q And it was signed on behalf of Shadow Wood
17 HOA, right?

18 A Correct.

19 Q Do you know Naomi Eden?

20 A Yes, I do.

21 Q Who is Naomi Eden?

22 A She works for Alessi Koenig.

23 Q Now, according to Exhibit 6, the document
24 you just have been handed, the amount owed as of
25 June 29, 2011 to satisfy the HOA lien was \$8238.87.

1 Do you see that?

2 A Yes, I do.

3 Q Okay. And of that, it goes on to specify
4 that \$8003.87 represents collection, attorneys'
5 fees, assessments, interest, late fees, and service
6 charges; is that correct?

7 A Correct.

8 Q And \$235 for collection cost, right?

9 A Correct.

10 Q And this was signed and notarized, right?

11 A Correct.

12 Q Let's go back to the ledger, Exhibit 5.
13 Take a look at the balance on July 31, 2011.

14 A Mm-hmm.

15 Q It is on the second page. And that
16 indicates a balance of \$8,213.87, correct?

17 A Mm-hmm.

18 Q I'm sorry. Excuse me. I need to correct
19 that. That indicates a balance of \$5,213.87,
20 correct?

21 A Wait a minute. Where are you?

22 Q I'm on July 31, 2011, Exhibit 5, the
23 ledger.

24 A July 31, 2011 -- okay. I see. I'm sorry.

25 Q And what does it say?

1 A Are you -- July 31st -- I have trifocals.
2 I am sorry. \$5213.87.

3 Q Okay. So my next question is: You have
4 Exhibit 6 in front of you, an HOA delinquent
5 assessment lien good through June 29, 2011 or they
6 signed June 29, 2007 that represents \$8200 plus and
7 your ledger indicates the balance of \$5,200 plus.
8 So my question is: Do you have any idea why there
9 is a discrepancy of almost \$3,000?

10 A The only thing -- and I'm just speaking
11 generally, the nine month priority lien. That would
12 be nine months of assessments that we would get.

13 Q Okay.

14 A So that's all I would --

15 Q But it's fair to say that the balance that
16 MP had at that time was 5,000 --

17 A Correct.

18 Q 300 -- excuse me. \$5,213 and change?

19 A Right.

20 Q And to your knowledge, that represented
21 the outstanding balance owed?

22 A We would assume that is what is owed to
23 us. Whether we get that or not, because of the nine
24 month super priority lien, that's another story.

25 Q And it's based on the monthly

1 assessments -- your figure is based upon the monthly
2 assessments and the late fees that accrue?

3 A That would be it.

4 MR. KERBOW: I actually know the answer to
5 that question.

6 MR. HUBLEY: We will hold just off on you
7 giving the answer, please. By all means, you
8 can feel free to cross examine, if you would
9 like.

10 MR. KERBOW: We could talk informally
11 afterwards.

12 MR. HUBLEY: Good enough.

13 BY MR. HUBLEY:

14 Q All right. We're getting through this.

15 A I'm very comfortable.

16 Q Exhibit 7, Mr. Marks, I'm going to hand
17 you. Do you recognize -- I am sure you have seen a
18 number of these documents in the past too?

19 A Mm-hmm.

20 Q It's home owner's association notice of
21 default, correct?

22 A Yes, sir.

23 Q It's in relation to the subject property,
24 right?

25 A Right.

1 Q Also contains at the bottom name of Naomi
2 Eden, right?

3 A Yes.

4 Q And I know it's a dumb question and I know
5 the answer to it, but I have to ask it. You're
6 familiar with what an HOA notice of default is?

7 A Correct.

8 Q Would you agree with me, Mr. Marks, that
9 this document indicates -- it's in the first
10 paragraph -- that the amount due as of August 29,
11 2011 is \$6,608.34?

12 A Correct, I see it.

13 Q And would you agree with me that it
14 references what we just looked at, Exhibit 6, the
15 assessment lien recorded July 7, 2011?

16 A Correct.

17 Q And that was just marked as Exhibit 6,
18 right?

19 A Yes.

20 Q And now we get to go back to the ledger,
21 if you don't mind. Exhibit 5. As of August 31.
22 2011, Mr. Marks, what is the total balance indicated
23 on the ledger?

24 A 5392.68.

25 Q \$5392.68, correct?

1 A Yes.

2 Q Okay. And of course, my next question is:
3 Do you have any idea why there is a difference of
4 over \$1,200 between the figures on the ledger and on
5 the HOA notice of default?

6 A No. I'm going to say no to that. I
7 don't.

8 Q And do you have any idea how the balance
9 went from \$8238.87 on June 29, 2011 which is
10 indicated in Exhibit 6, the HOA lien to \$6,608.34,
11 two months later on August 29, 2011 as shown on
12 Exhibit 7?

13 A I have no idea.

14 Q According to the account history report,
15 again, back to Exhibit 5, no payments were made or
16 credited between June 2011 and September 2011; is
17 that correct?

18 A Definitely not.

19 Q Definitely no payments were made?

20 A No payments.

21 Q As you sit here today, do you have any
22 opinion as to which of the figures that we have
23 looked at is more accurate?

24 A The only problem that I, you know, that
25 I'm not aware of because we go through this -- we

1 only deal with our side of it. I don't deal with
2 the Alessi side.

3 Q Sure.

4 A So I'm not aware of the extra charges of
5 theirs, that are put on by Alessi. So we're always
6 just looking at our side.

7 Q Okay.

8 A And whatever is owed to the association is
9 what we assume that we're going to get. And that is
10 it.

11 Q Do you stand by the figures represented on
12 the ledger, Exhibit 5?

13 A I stand on these. These are correct.

14 Q Okay. Exhibit 8, Mr. Marks, I'm sure you
15 have seen these before. It's a notice of trustee
16 sale for an HOA, right?

17 A Mm-hmm.

18 Q And, of course, you know what a notice of
19 trustee sale signifies or means, right?

20 A Yes.

21 Q This one contains actually Mr. Kerbow's
22 name at the bottom. Do you see that?

23 A Correct.

24 Q And it's dated January 18, 2012, right?

25 A Yes.

1 Q The second to last paragraph says the, and
2 I'm quoting, "The owner of the real property is
3 purported to be Bang New York Community". Do you
4 see that?

5 A I'm sorry. Where are you?

6 Q The second to last paragraph.

7 A Yes.

8 Q The last sentence, the owner of the real
9 property --

10 A Okay. Yes, I see it.

11 Q -- is purported to be Bank New York
12 Community --

13 A Yes --

14 Q -- did I read that correctly?

15 A Yes.

16 Q Now the last paragraph, Mr. Marks,
17 indicate that the total amount of the unpaid balance
18 is \$8,539.77, right?

19 A Correct.

20 Q And I'm going back again to the ledger, if
21 you will, please. Take a look at the balance
22 reported as of January 31, 2012.

23 A 6107.92. Did I read that correctly or did
24 I miss one?

25 Q January 31, 2012.

1 A 6276.73.

2 Q And again, comparing these two, Exhibit 8
3 and the ledger, we have a difference of about \$2300.
4 Any idea why that might be?

5 A Obviously, in my mind, it would be charges
6 from Alessi.

7 Q Do you know that from -- is that just
8 your -- I don't want to say speculation -- but is
9 that your understanding based upon prior history --

10 A Yeah. From prior history, my
11 understanding is that the figures they are giving
12 them are including their fees.

13 Q And again, looking back to Exhibit 6,
14 Exhibit 6 was the lien recorded July 7, 2011. We
15 have got a different, Exhibit 6 indicates the
16 balance was \$6608.34 to over \$8500 in January 2012.
17 Do you see that?

18 A If I'm looking at Exhibit 6, it says 8882
19 3887 on the lien here.

20 Q Actually, it's on the notice of default.
21 Yes, I apologize.

22 A Yeah.

23 Q The notice of default.

24 A Yeah. There it says 6608.34.

25 Q And that is dated August 29, 2011?

1 A Correct.

2 Q And then we have got in January of 2012, a
3 figure of \$8539 and change?

4 A Correct.

5 Q Again we're talking about \$165 roughly
6 monthly obligation?

7 A 168, yes.

8 Q Almost done.

9 A No. You're fine.

10 Q Handing you what has been marked as
11 Exhibit 9, have you ever seen this document before
12 today?

13 A I have seen the statements, their
14 statements.

15 Q Would you agree with me, that the second
16 page states, and this is in kind of small print, but
17 it's at the bottom, that states, the total amount
18 due through December 15, 2011 is \$7314.77 cents?

19 A I don't see that. It says total 2305 --

20 Q On the second page.

21 A Oh, there's a second page?

22 Q Yes.

23 A Sorry. Sorry.

24 Q No problem.

25 A Okay. I see it.

1 Q So the total amount due through
2 December 15, 2011, is that right, \$7314.77? That's
3 what the document says?

4 A Correct.

5 Q Do you -- back to Exhibit 8. I apologize.
6 I know we're shuffling around a lot. Exhibit 8 is
7 the last exhibit. I only have one more. So we are
8 almost done going back and forth?

9 A You are fine.

10 Q Back to Exhibit 8, which says \$8539.77.
11 Do you know why there is a difference in those two
12 figures?

13 A No, sir.

14 Q Last exhibit, Exhibit 10. And again, you
15 have seen these statements before. You may not have
16 seen this particular one. Is that a true statement?

17 A Very true.

18 Q And again, on the second page, Mr. Marks,
19 indicates the total amount due through February 29,
20 2012 is \$9017.39, right?

21 A Correct.

22 Q Do you have any idea why this increased
23 almost \$2,000 in the two and a half month period --

24 A No, sir --

25 Q No?

1 A No, sir.

2 Q From your experience, Mr. Marks, has MP or
3 Shadow Wood HOA accepted partial payment from
4 owners?

5 A Yes. Payment plans, partial payments.

6 Q What are the circumstances, to your
7 knowledge, that allow for acceptance of a partial
8 payment instead proceeding with foreclosure, for
9 example?

10 A The board has the right to make the
11 decision.

12 Q But are there any circumstances that you
13 have encountered where that is -- where a partial
14 payment plan, for example, is accepted?

15 A My understanding, the boards allow the
16 trustee company to make payment arrangements and
17 take partial payments.

18 Q Okay. Would you say it's a relatively
19 common occurrence?

20 A Yes.

21 Q One more time, I'm going to ask you to go
22 back Exhibit 5, the ledger. And we're going to stay
23 on Page 1. And Page 1, it looks like there were a
24 number of credits applied in 2009. It looks like
25 there was a \$500 credit February 9, 2009. \$250 on

1 April 17, 2009 and \$500 July 2, 2009. First of all,
2 did I read those figures correctly?

3 A Correct.

4 Q Is it your understanding that these were
5 payments made by the former owner?

6 A Yes, because it's on her account.

7 Q And they were certainly accepted and
8 applied to the balance?

9 A Correct.

10 Q Now, between July 1st of 2008, according
11 to Exhibit 5, the ledger, on July 2, 2009 this
12 account always had a past due balance; didn't it?

13 A Well, up until -- well, June '08 is when
14 it had a zero balance -- actually, no. It had a --
15 it had a credit. It had a credit back in 3/19 of
16 '08, \$50 credit.

17 Q Right. Right. But my question was
18 between July 1, 2008 and July 2, 2009 --

19 A Okay.

20 Q -- there was always a past due balance,
21 correct?

22 A Correct.

23 Q Do you have any idea, as you sit here
24 today, why MP or Shadow Wood or Alessi Koenig
25 initiated HOA foreclosure proceedings during that

1 time period -- I'm sorry. Strike that.

2 Do you have any idea whether MP or
3 Shadow Wood initiated HOA foreclosure proceedings
4 during that time period, between July 1, 2008 and on
5 July 2, 2009?

6 A Well, on my I end, I don't see anything.

7 Q Would it be your impression, after having
8 reviewed Exhibit 5, the ledger, that the reason
9 foreclosure proceedings were not proceeded during
10 that time period is because the former owner was
11 making partial payments?

12 A Correct. I can't assume that there was a
13 payment plan or anything. It's just the way the
14 payments were coming in. That someone was making a
15 payment in that period of time. I don't know who
16 was making the payment because it was going to the
17 lock box.

18 Q Someone was making a payment?

19 A Correct.

20 Q And they were being credited?

21 A Correct.

22 Q Is it true, Mr. Marks, that MP received a
23 payment of \$6783.16 from New York Community Bancorp
24 in a check dated January 31, 2012 related to this
25 property?

1 A We did not get a check. To my knowledge,
2 we didn't. It would go to the trustee company. Any
3 checks that came would go to them.

4 Q I will represent to you that we have an
5 e-mail from Alessi Koenig that acknowledges payment
6 from New York Community Bank to, and I quote, "the
7 management company", on February 8, 2012 of this
8 amount.

9 A Okay. I can probably answer that easily.

10 Q Please.

11 A That if it did come to us, it would be
12 forwarded directly over to Alessi Koenig.

13 Q Okay.

14 A Because any payments that come in when
15 they're in collections, we forward over to the
16 trustee about.

17 Q And that -- and I think you said earlier
18 that basically everything that you get after
19 collection, any communications, you refer onto the
20 trustee?

21 A There are exceptions. If homeowner -- and
22 unfortunately we have battled this with the real
23 estate division, anybody sends us a check, we have
24 to take the check. If it's a payment, depending --
25 we will process it, run it through, post it to their

1 account, but send the ledger over to Alessi so
2 Alessi is made aware of it because we -- management
3 companies have gotten in trouble for not accepting
4 payments. And the law is very clear, we have to
5 accept payments regardless.

6 Q The ledger doesn't indicate though that
7 that check was accepted by MP; does it?

8 A No, it does not. So, in my mind, that
9 would say to me, it was such a large check that it
10 went directly over to Alessi.

11 Q Is there a distinction then in the amount
12 of the checks or the --

13 A Like I say, if a homeowner is making an
14 \$80 payment and they don't owe a lot of money and
15 they're in collections, we will post it. It depends
16 on the individual. Well sometimes, we will call
17 over to Alessi and we say, what do you want us to do
18 with this? Do you want us to post it, whatever.

19 Q Do you recall if that was done on this
20 one?

21 A I honestly don't remember this one.

22 Q And is it a fair -- is it fair to say that
23 you do not know why this payment of almost \$6400 was
24 not accepted as a partial payment?

25 A Why it wasn't accepted by us? Because --

1 that I can't answer, because I didn't see it come
2 through. I personally did not see it. So I'm not
3 aware of it coming to us. The bookkeeper could have
4 gotten it.

5 Q Who would have gotten it?

6 A It would come to our accounting
7 department.

8 Q Is there a particular person?

9 A There is Barbara or Christine it would
10 have gone to. And they don't -- again, I'm not
11 privy to everything that comes through.

12 Q I understand.

13 A They don't tell me everything.

14 Q Bottom line is, as you sit here today, you
15 don't know why this payment of almost \$6400 was not
16 accepted?

17 A Correct.

18 Q True statement?

19 A From us. From MP. I'm saying that I
20 don't see it here. That tells me it didn't come to
21 us.

22 Q Is there any other documents that MP has
23 that would tracked or confirmed whether or not this
24 payment came to MP?

25 A If, like I say, if it came over in a check

1 from the bank, there -- we wouldn't record anything.
2 We would just automatically -- I think the girls
3 just automatically send it over to Alessi. I don't
4 know that there is any other record that it actually
5 came in to us. Unless it came to us certified. If
6 it came to us certified, we sign for it. Obviously,
7 we know we got the check. But if it came regular
8 mail or whatever, then there would be no record, in
9 my mind, how we can track that.

10 Q Is it your understanding that Shadow Wood
11 or MP is required to provide accurate amounts of the
12 assessments that are due and owing prior to
13 completing an HOA foreclosure sale?

14 A Everything we get is accurate information
15 for the computer. For whatever information we have.

16 Q I understand. But is that a true
17 statement?

18 A True statement.

19 Q My question -- do you want me to repeat
20 it?

21 A Repeat it again, please.

22 Q Okay. It your understanding that Shadow
23 Wood or MP is required to provide accurate amounts
24 of the assessments due and owing prior to completing
25 an HOA foreclosure?

1 A Correct.

2 Q Would you agree with me, Mr. Marks, after
3 reviewing the figures that we have gone through
4 today, that there are some significant discrepancies
5 in the amount of the HOA assessments that were
6 claimed?

7 A I cannot honestly say that. Because with
8 our statement is what we turned over. That is how
9 much that I know. Whatever they're saying is
10 something different, I can't -- I can't get into
11 that.

12 Q Well --

13 A I'm saying that our figures that we
14 produced on a ledger are true and correct.

15 Q But isn't it true that you also provided
16 the letter to Ticor --

17 A Yeah --

18 Q -- that indicated --

19 A Yes. That was my error. Evidently, that
20 was my error in somehow putting that figure down.
21 And I'm not quite sure where it came from to be
22 honest with you --

23 Q I understand --

24 A -- I really don't. I don't know.

25 Q I understand. You would agree with me,

1 though, that the difference between a \$328
2 delinquency and a \$5,000 or \$6,000 delinquency is a
3 pretty significant discrepancy?

4 A Yeah. Yeah, but that was done way -- a
5 while ago. Obviously, it's a big discrepancy.
6 Okay. We'll give you that.

7 Q Give me about two minutes and I think that
8 I'm finished, Mr. Marks. I appreciate your time,
9 but give me a quick moment to take a break.

10 (Off the record.)

11 -oOo-

12 (Whereupon, the deposition
13 concluded at 3:25 p.m.)

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CERTIFICATE OF DEPONENT

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* * * * *

I, GERALD MARKS, deponent herein, do
hereby certify and declare the within and
foregoing transcription to be my deposition in
said action; under penalty of perjury; that I
have read, corrected, and do hereby affix my
signature to said deposition.

GERALD MARKS, Deponent Date

1 MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
2 mbohn@bohnlawfirm.com
LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ., LTD.
376 East Warm Springs Road, Ste. 125
4 Las Vegas, Nevada 89119
(702) 642-3113 / (702) 642-9766 FAX
5 Attorney for appellant/plaintiff
6

Electronically Filed
Dec 05 2013 10:21 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

7
8 SUPREME COURT COURT

9 STATE OF NEVADA

10 GOGO WAY TRUST; SHADOW WOOD
HOMEOWNERS' ASSOCIATION, INC

CASE NO.: 63180

11 Appellant

12 vs.

13
14 NEW YORK COMMUNITY BANK.

15 Respondent.
16

17 **JOINT APPENDIX 3**
18

19
20 Michael F. Bohn, Esq.
Law Office of Michael F. Bohn, Esq., Ltd.
376 East Warm Springs Road, Ste. 125
21 Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX
22 Attorney for Appellant Gogo Way Trust
23

Gregg A. Hubley, Esq.
PITE DUNCAN, LLP
701 East Bridger Ave., Suite 700
Las Vegas, NV 89101
Attorney for Respondents

24 Ryan Kerbow, Esq.
ALESSI & KOENIG, LLC
9500 West Flamingo Rd, Ste 205
25 Las Vegas, NV 89146
26 Attorney for Appellant Shadow Wood
Homeowners' Association, Inc.
27
28

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21	Defendants list of trial witnesses and exhibits.....	APP000509
22	Stipulation and order to extend dispositive motion deadline.....	APP000513
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* * * COMMUNICATION RESULT REPORT (DEC. 28. 2011 1:10PM) * * *

TTI TICOR TITLE OF NEVADA

TRANSMITTED/STORED DEC. 28. 2011 1:09PM
FILE MODE OPTION

ADDRESS

RESULT

PAGE

7193 MEMORY TX

G3-1 : 3049458

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REASON FOR ERROR
E-1) HANG UP OR LINE FAIL
E-3) NO ANSWERE-2) BUSY
E-4) NO FACSIMILE CONNECTION

December 28, 2011

Shadow Wood HOA FAX: 304-9458
 C/O Mp Assoc Mgmt
 8010 W Sahara Ste 160
 Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
 Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Gentlemen:

Ticor Title of Nevada, Inc. is the escrow agent for the sale and purchase of the above referenced property. The seller in the transaction acquired the property via a non-judicial foreclosure by the beneficiary of the first deed of trust.


As escrow agent we are requesting herewith a demand which reflects all funds owed by OUR SELLER ONLY and not those funds which might have been owed by the prior owner of the subject property. Please also include TRANSFER FEES due the association for the TRANSFER OF ACCOUNT from the above referenced SELLER to the NEW PURCHASER. Ticor Title will not be responsible for any transfer fees that are not listed on the demand statement sent to us.

As we are sure you are aware, under traditional property law, the HOA's lien would be completely extinguished by a foreclosure of the first deed of trust, and the new property owner would not be responsible for any past assessments. However, under Nevada's "super priority" lien statute (NRS § 116.3116), a lien for assessment for delinquent "common expenses based on the periodic budget adopted by the association" will survive the foreclosure sale. This means that the new owner, in this case our seller, remains responsible for association dues, common area maintenance dues, etc. incurred up to nine (9) months prior to the foreclosure sale. Landscape violations, which are not an assessment for a common area, do not fall under the purview of the statute, do not have priority over the mortgage company's interest, and therefore do not survive the foreclosure sale and are not chargeable to the new owner.

We would anticipate that upon receipt of the funds owed pursuant to your demand, you will provide us with a Release of Lien. However, if you are unwilling to prepare such a release document, we have enclosed for your convenience, a RELEASE OF REAL PROPERTY FROM LIEN. If you will sign this document before a Notary Public and return it with your demand, we will assume the responsibility for recording same after payment of the amounts owed. This document will release the subject property from the lien but WILL NOT release any rights or claims which you may legally have against the former owner.

If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,


 Tami Coop
 Escrow Officer

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

APP000362

EXHIBIT 15

EXHIBIT 15

DEC. 28. 2011 1:10PM TICOR TITLE OF NEVADA

NO. 7193 P. 1



December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mp Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
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If you should have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Tami Cobb'.

Tami Cobb
Escrow Officer

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

YOUR NAME:

A handwritten signature in dark ink, appearing to read 'J. Marks'.

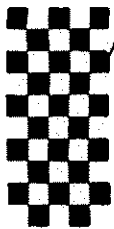
TELEPHONE NO.:

304-9455

MAIL CHECKS TO:

Mp Assoc Mgmt
6029 S. 7th Apache #130
Las Vegas, NV 89148

PLEASE RETURN VIA FAX TO: (702) 938-8771



/28/2011/WED 01:21 AM

P. 001/002

DEC. 28. 2011 1:10PM

TICOR TITLE OF NEVADA

NO. 7193 P. 2



December 28, 2011

Shadow Wood HOA FAX: 304-9458
C/O Mp Assoc Mgmt
8010 W Sahara Ste 160
Las Vegas, NV 89117

RE: Escrow No: 11142269TLC

Property Owner: Bank New York Community
Property Address: 3923 Gogo Way #109, Las Vegas, NV 89103

Dear Sir/Madam:

With reference to the above, we have a pending transaction which, if complete, will require the following information regarding the Homeowners dues:

☒ MONTHLY ☐ QUARTERLY ☐ YEARLY DUES \$ 164.47
PAID TO 11-31-11 NEXT PAYMENT DUE 12-01-11
DELINQUENCIES (IF ANY) \$ 328⁵⁴ LATE CHARGES \$ 10⁰⁰ AFTER 15 Days
TRANSFER FEE: HO ASSN. \$ 0 MANAGEMENT CO. \$ 300⁰⁰

☒ NO AMOUNT OR NO DUES HAVE BEEN SENT TO ANY COLLECTION AGENCY

☐ A PORTION OF THIS ACCOUNT HAS BEEN SENT TO COLLECTIONS. OUR COLLECTION AGENCY IS:

SPECIAL ASSESSMENTS none

BLANKET INSURANCE AGENT Brown + Brown Insurance

IS THERE A SUB-ASSOCIATION OR MASTER ASSOCIATION?: no

ANY LIENS FILED? no

ADDITIONAL REQUIREMENTS FOR THE NEW PROPERTY OWNER, IF ANY:
need copy deed

Your response to the above constitutes a DEMAND on our escrow and will be complied with accordingly; therefore, if any of the foregoing should change, PLEASE CALL US WITH CORRECTED INFORMATION IMMEDIATELY.

If your Association has "FIRST RIGHT OF REFUSAL" or "RIGHT TO APPROVE ANY PROPOSED BUYER" or any similar rights, this letter will serve to comply with the provision that your Association be notified. If our escrow is not served with written notice of your Association's intention to exercise those rights herein above set forth, on or before TEN (10) days from the date of this notice, your silence will be deemed evidence of your approval of the sale, and waiver of those rights for this transaction. In the event you should require information concerning the pending sale which is the subject of this escrow, you may wish to contact Tami Coop at (702) 938-8770.

THE ABOVE INFORMATION HAS BEEN PROVIDED BY:

YOUR NAME: M. C. Lopez TELEPHONE NO: 304-9455

MAIL CHECKS TO: Mp Assoc Mgmt
6029 S. 7th
Las Vegas Nev 89148
Capache #130

PLEASE RETURN VIA FAX TO: (702) 938-8771

6628 Sky Pointe Drive #190 Las Vegas, NV 89131

APP000365

EXHIBIT 16

EXHIBIT 16

HISTORY FOR ACCOUNT 3401602

PAGE 11
DATE 04/03/12

----- MAIL ----- PROPERTY -----

VIRGINIA V FEDEL

434 LAS CASITAS WAY

3923 GOGO WAY
109

LAS VEGAS

NV 89121

LAS VEGAS

NV 89103

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
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011912 NT 000000 T:05679
011912 NT 000000 T:05679

From: Dianna Palmer-Hopkins
Sent: Thursday, January 19, 2012 4:17 PM
To: 'demandreq@allessikoenig.com'
Subject: 3923 Gogo Way 109, Las Vegas, NV 89103 /
Reference 3401602 Hello, Please send a detailed
statement to us so that we can pay the past due
amount.

NT INQ 2560

APP000367

EXHIBIT 17

EXHIBIT 17

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

Inst #: 201201270002208
Fees: \$17.00
N/C Fee: \$0.00
01/27/2012 09:32:34 AM
Receipt #: 1049121
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 162-18-613-029

TSN 12668-3923-109

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On February 22, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on July 7, 2011, as instrument number 2436, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 PM, at 9500 W Flamingo Suite 205, Las Vegas, NV 89147 (Alessi&Koenig, LLC Office Building).

The street address and other common designation, if any, of the real property described above is purported to be: 3923 Gogo Wy #109, Las Vegas, NV 89103. The owner of the real property is purported to be: BANK NEW YORK COMMUNITY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,539.77. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: January 18, 2012


By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Shadow Wood Homeowners' Association, Inc

EXHIBIT 18

EXHIBIT 18

Dianna Palmer-Hopkins

From: Naomi Eden [naomi@allessikoenig.com]
Sent: Monday, January 23, 2012 7:50 PM
To: Dianna Palmer-Hopkins
Subject: breakdown of fees for 3923 Gogo 109
Attachments: Ledger 1-23-12 Dues Gogo.pdf; Ledger 1-23-12 Dues Gogo.pdf

Thank you ☺

Naomi Eden, J.D.

Alessi & Koenig, LLC
www.allessikoenig.com

Our Office closes at 2 pm on Fridays

Las Vegas Office
9500 W. Flamingo Road, Suite. 205
Las Vegas, NV 89147
Telephone: (702) 222-4033
Facsimile: (702) 222-4043

Reno Office
1135 Terminal Way, Suite 106A
Reno, NV 89502
Telephone: (775) 626-2323
Facsimile: (775) 222-4043

Los Angeles Office
28914 Roadside Dr., Suite. F-4
Agoura Hills, CA 91301
Telephone: (818) 735-9600
Facsimile: (818) 735-0096

Alessi & Koenig is a debt collector and any information obtained will be used for that purpose.

RUN DATE: 01/23/2012

SHADOW WOOD
ACCOUNT HISTORY REPORT
FOR THE PERIOD 02/01/2011 TO 02/28/2012
SINGLE OWNER

PAGE: 1

000109-01 FEDERAL VIRGINIA

3923 GOGO WAY #109

STOP PAYMENT		CHARGES	CREDITS	BALANCE
TRX DATE	DESCRIPTION			
01/31/2011	BEGINNING BALANCE			4,141.01
02/01/2011	MONTHLY ASSESSMENTS	168.81		4,309.82
03/01/2011	MONTHLY ASSESSMENTS	168.81		4,478.63
03/03/2011	LATE CHARGE	10.00		4,488.63
03/31/2011	LATE CHARGE	10.00		4,498.63
04/01/2011	MONTHLY ASSESSMENTS	168.81		4,667.44
05/01/2011	MONTHLY ASSESSMENTS	168.81		4,836.25
05/01/2011	LATE CHARGE	10.00		4,846.25
05/31/2011	LATE CHARGE	10.00		4,856.25
06/01/2011	MONTHLY ASSESSMENTS	168.81		5,025.06
07/01/2011	MONTHLY ASSESSMENTS	168.81		5,193.87
07/01/2011	LATE CHARGE	10.00		5,203.87
07/31/2011	LATE CHARGE	10.00		5,213.87
08/01/2011	MONTHLY ASSESSMENTS	168.81		5,382.68
08/31/2011	LATE CHARGE	10.00		5,392.68
09/01/2011	MONTHLY ASSESSMENTS	168.81		5,561.49
10/01/2011	MONTHLY ASSESSMENTS	168.81		5,730.30
10/01/2011	LATE CHARGE	10.00		5,740.30
10/31/2011	LATE CHARGE	10.00		5,750.30
11/01/2011	MONTHLY ASSESSMENTS	168.81		5,919.11
12/01/2011	MONTHLY ASSESSMENTS	168.81		6,087.92
12/01/2011	LATE CHARGE	10.00		6,097.92
12/31/2011	LATE CHARGE	10.00		6,107.92
01/01/2012	MONTHLY ASSESSMENTS	168.81		6,276.73
02/01/2012	MONTHLY ASSESSMENTS	168.81		6,445.54

1 OWNERS -

REPORT BALANCE AS OF: 02/28/2012

6,445.54

EXHIBIT 19

EXHIBIT 19

Michael Jeric

To: Michael Moretti
Subject: RE: URGENT 2- REO #3401602 - 3923 Gogo Way #109 Las Vegas NV 89103 /

From: Naomi Eden [mailto:naomi@allessikoenig.com]
Sent: Tuesday, February 14, 2012 8:55 AM
To: Michael Moretti
Subject: FW: 3923 Gogo 109

Here you go.

From: Dianna Palmer-Hopkins [mailto:Dianna.Palmer-Hopkins@mynycb.com]
Sent: Friday, February 10, 2012 1:35 PM
To: Naomi Eden
Subject: RE: 3923 Gogo 109

Ok, I will need a new statement with that amount.

From: Naomi Eden [mailto:naomi@allessikoenig.com]
Sent: Friday, February 10, 2012 11:47 AM
To: Dianna Palmer-Hopkins
Subject: RE: 3923 Gogo 109

Ok, but the amount due is \$9017.39, not \$6445.54.

From: Dianna Palmer-Hopkins [mailto:Dianna.Palmer-Hopkins@mynycb.com]
Sent: Friday, February 10, 2012 5:52 AM
To: Naomi Eden
Subject: RE: 3923 Gogo 109

Hello,

The amount on the ledger that was sent to me 01/23/12 had the amount of 6445.54 through 02/01/12. We actually paid more so that we could be caught up until April.

Thanks,
Dianna

From: Naomi Eden [mailto:naomi@allessikoenig.com]
Sent: Wednesday, February 08, 2012 2:29 PM
To: Dianna Palmer-Hopkins
Subject: 3923 Gogo 109

Hi Dianna,

The management company received a check in the amount of \$6783.16. The total due on the demand is \$9017.39. Would you like me to return this check so a new one can be issued with the proper amount?

Thanks,

Naomi Eden, J.D.

Alessi & Koenig, LLC
www.alessikoenig.com

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COLDWELL BANKER PREMIER REALTY

This mail was scanned by our Barracuda spam firewall 300 and is virus free.
For questions or information, please contact our IT Dept. at: av-admin@cbvegas.com

EXHIBIT 20

EXHIBIT 20

Nicole L. Schlanderer

From: Naomi Eden <naomi@alessikoenig.com>
Sent: Tuesday, February 14, 2012 8:55 AM
To: Michael Moretti
Subject: FW: 3923 Gogo 109
Attachments: Breakdown of Fees - Super Priority_1232012_12668.snp Gogo.pdf; Ledger 1-23-12 Dues Gogo.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Here you go.

From: Dianna Palmer-Hopkins [<mailto:Dianna.Palmer-Hopkins@mynycb.com>]
Sent: Friday, February 10, 2012 1:35 PM
To: Naomi Eden
Subject: RE: 3923 Gogo 109

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Sent: Friday, February 10, 2012 11:47 AM
To: Dianna Palmer-Hopkins
Subject: RE: 3923 Gogo 109

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Thanks,
Dianna

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Sent: Wednesday, February 08, 2012 2:29 PM
To: Dianna Palmer-Hopkins
Subject: 3923 Gogo 109

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Thanks,

Naomi Eden, J.D.

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=====

COLDWELL BANKER PREMIER REALTY

This mail was scanned by our Barracuda spam firewall 300 and is virus free.
For questions or information, please contact our IT Dept. at: av-admin@cbvegas.com

DAVID ALESSI*
 THOMAS BAYARD *
 ROBERT KOENIG**
 RYAN KERBOW***

* Admitted to the California Bar
 ** Admitted to the California, Nevada
 and Colorado Bars
 *** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

9500 W. Flamingo Road, Suite 205
 Las Vegas, Nevada 89147
 Telephone: 702-222-4033
 Facsimile: 702-222-4043
 www.alessikoenig.com

ADDITIONAL OFFICES IN

AGOURA HILLS, CA
 PHONE: 818- 735-9600

RENO NV
 PHONE: 775-626-2323
 &
 DIAMOND BAR CA
 PHONE: 909-861-8300

FACSIMILE COVER LETTER

To:	dianna.palmer-hopkins@mynycb.com	Re:	3923 Gogo Wy #109/HO #12668
From:	Ryan Kerbow	Date:	Monday, January 23, 2012
Fax No.:		Pages:	1, including cover
		HO #:	12668

Dear dianna.palmer-hopkins@mynycb.com:

This cover will serve as a nine month super priority demand on behalf of Shadow Wood Homeowners' Association, Inc for the above referenced escrow; property located at 3923 Gogo Wy #109, Las Vegas, NV. The date of foreclosure was May 9, 2011. The total amount due through February, 29, 2012 is \$9,017.39. The breakdown of fees, interest and costs is as follows:

6/29/2011	Notice of Delinquent Assessment Lien -- Nevada	(2)	\$650.00
8/29/2011	Notice of Default	(2)	\$800.00
4/14/2010	Notice of Trustee's Sale	(2)	\$550.00
8/13/2011	Pre NOD		\$90.00
9/21/2009	Pre-Notice of Trustee's Sale		\$90.00
8/25/2010	Postponement of Trustees Sale	(3)	\$225.00
6/2/2010	Monitoring Foreclosure		\$100.00
11/9/2010	Demand Fee		\$150.00
1/23/2012	Update Demand Fee	(2)	\$150.00
	Trustee Deed Preparation & Recordation		\$0.00
1/18/2012	Foreclosure Fee		\$150.00
Total			\$2,955.00

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

APP000379

DAVID ALESSI*
THOMAS BAYARD *
ROBERT KOENIG**
RYAN KERBOW***

* Admitted to the California Bar

** Admitted to the California, Nevada
and Colorado Bars

*** Admitted to the Nevada and California Bar



A Multi-Jurisdictional Law Firm

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PHONE: 818- 735-9600

RENO NV
PHONE: 775-626-2323
&
DIAMOND BAR CA
PHONE: 909-861-8300

FACSIMILE COVER LETTER

1. Attorney and/or Trustees fees:	\$2,955.00
2. Notary, Recording, Copies, Mailings, and PACER	\$625.00
3. Assessments August 9, 2010 Through February 29, 2012	\$3,252.39
4. Late Fees Through February 29, 2012	\$190.00
5. Fines Through January 23, 2012	\$0.00
6. Interest Through February 29, 2012	\$0.00
7. RPIR-GI Report	\$170.00
8. Title Research (10-Day Mailings per NRS 116.31163)	\$550.00
9. Management Company Advanced Audit Fee	\$150.00
10. Management Account Setup Fee	\$300.00
11. Publishing and Posting of Trustee Sale	\$700.00
13. Conduct Foreclosure Sale	\$125.00
14. Capital Contribution	\$0.00
15. Progress Payments:	\$0.00
Sub-Total:	\$9,017.39
Less Payments Received:	\$0.00
Total Amount Due:	\$9,017.39

Please have a check in the amount of \$9,017.39 made payable to the Alessi & Koenig, LLC and mailed to the above listed NEVADA address. Upon receipt of payment a release of lien will be drafted and recorded. Please contact our office with any questions.

Please be advised that Alessi & Koenig, LLC is a debt collector that is attempting to collect a debt and any information obtained will be used for that purpose.

APP000380

SHADOW WOOD

RUN DATE: 01/23/2012

ACCOUNT HISTORY REPORT
FOR THE PERIOD 02/01/2011 TO 02/28/2012
SINGLE OWNER

PAGE: 1

000109-01 FEDEL, VIRGINIA

3923 GOGO WAY #109

STOP PAYMENT				
TRX DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
01/31/2011	BEGINNING BALANCE			4,141.01
02/01/2011	MONTHLY ASSESSMENTS	168.81		4,309.82
03/01/2011	MONTHLY ASSESSMENTS	168.81		4,478.63
03/03/2011	LATE CHARGE	10.00		4,488.63
03/31/2011	LATE CHARGE	10.00		4,498.63
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05/01/2011	MONTHLY ASSESSMENTS	168.81		4,836.25
05/01/2011	LATE CHARGE	10.00		4,846.25
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07/01/2011	LATE CHARGE	10.00		5,203.87
07/31/2011	LATE CHARGE	10.00		5,213.87
08/01/2011	MONTHLY ASSESSMENTS	168.81		5,382.68
08/31/2011	LATE CHARGE	10.00		5,392.68
09/01/2011	MONTHLY ASSESSMENTS	168.81		5,561.49
10/01/2011	MONTHLY ASSESSMENTS	168.81		5,730.30
10/01/2011	LATE CHARGE	10.00		5,740.30
10/31/2011	LATE CHARGE	10.00		5,750.30
11/01/2011	MONTHLY ASSESSMENTS	168.81		5,919.11
12/01/2011	MONTHLY ASSESSMENTS	168.81		6,087.92
12/01/2011	LATE CHARGE	10.00		6,097.92
12/31/2011	LATE CHARGE	10.00		6,107.92
01/01/2012	MONTHLY ASSESSMENTS	168.81		6,276.73
02/01/2012	MONTHLY ASSESSMENTS	168.81		6,445.54

1 OWNERS -

REPORT BALANCE AS OF: 02/28/2012

6,445.54

EXHIBIT 21

EXHIBIT 21



Inst #: 201203010004775
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$58.65 Ex: #
03/01/2012 04:20:12 PM
Receipt #: 1083603
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: MJM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
Gogo Way Trust
PO Box 36208
Las Vegas, NV 89133

A.P.N. No.162-18-613-029

TS 12668-3923-109

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **Gogo Way Trust**
The Foreclosing Beneficiary herein was: **Shadow Wood Homeowners' Association, Inc**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$11,018.39
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$11,018.39
The Documentary Transfer Tax: \$58.65
Property address: **3923 Gogo Wy #109, Las Vegas, NV 89103**
Said property is in [] unincorporated area: **City of Las Vegas**
Trustor (Former Owner that was foreclosed on): **BANK NEW YORK COMMUNITY**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded July 7, 2011 as instrument number 2436, in Clark County, does hereby grant, without warranty expressed or implied to: **Gogo Way Trust (Grantee)**, all its right, title and interest in the property legally described as: **Unit 109**, as per map recorded in Book 33, Pages 44 as shown in the Office of the County Recorder of Clark County Nevada.

TRUSTEE STATES THAT:

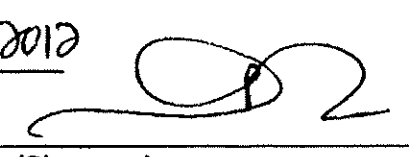
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **February 22, 2012** at the place indicated on the Notice of Trustee's Sale.

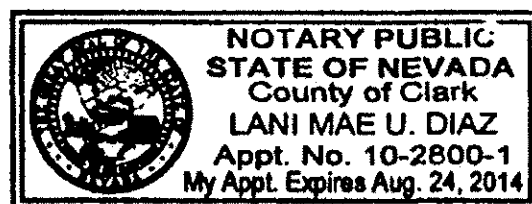
Robert Koenig, Esq. 
Signature of AUTHORIZED AGENT for Shadow Wood Homeowners'
Association, Inc

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me March 1, 2012

WITNESS my hand and official seal.
(Seal)


(Signature)



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 162-18-613-029
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☐ Single Fam. Res.
c. ☒ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 11,018.39
b. Deed in Lieu of Foreclosure Only (value of property) (_____)
c. Transfer Tax Value: \$ 11,018.39
d. Real Property Transfer Tax Due \$ 58.65

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo # 205
City: Las Vegas
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Gogo Way Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Alessi&Koenig, LLC
Address: 9500 W Flamingo #205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 22

EXHIBIT 22

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1 8. On January 19, 2012, NYCB sent a third request, via electronic correspondence, to
2 Alessi & Koenig requesting a detailed statement.

3 9. On January 23, 2012, NYCB received a ledger of past due amounts through February
4 28, 2012, from Alessi & Koenig reflecting an outstanding balance of \$6,445.54. On January 31,
5 2012, a check in the amount of \$6,783.16 was sent to Alessi & Koenig.

6 10. On February 8, 2012, NYCB received electronic correspondence from Alessi &
7 Koenig advising that it had received a check in the amount of \$6,783.16, but the total amount due
8 was \$9,017.39.

9 11. On February 10, 2012, NYCB sent electronic correspondence to Alessi & Koenig
10 advising that the ledger provided on January 23, 2012, reflected an outstanding balance of \$6,445.54
11 and that NYCB had paid more than the amount due and owing to cover the monthly homeowner's
12 association dues through April. In response, Alessi & Koenig advised that the amount due was
13 \$9,017.39, not \$6,445.54. NYCB advised that it would need a new statement reflecting that amount.

14 12. On February 14, 2012, NYCB received a cover letter and nine (9) month super
15 priority demand from Alessi & Koenig reflecting an outstanding balance of \$9,017.39, good through
16 February 29, 2012.

17 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
18 is true and correct.

19 Executed this _____ day of February, 2013, at Cleveland, Ohio.

20

21

SARAH ARTINO

22

23 SUBSCRIBED AND SWORN to before me
24 on this _____ day of February, 2013.

25

26

NOTARY PUBLIC in and for said
COUNTY and STATE.

27

28

EXHIBIT 23

EXHIBIT 23



Transcript of the Testimony of
Gerald Marks

Date Taken: November 15, 2012

Case: New York Community Bank v. Shadow Wood
Homeowners' Association, Inc., et al.

Case No.: A-12-660328-C

*Executive Reporting
Services, Inc.*

CERTIFIED COPY

7583 Salvadora Place, Las Vegas, Nevada 89113
Phone: 702.338.7575 Fax: 702.974.2242
Email: ersreporters@earthlink.net

LAWYER'S NOTES[illegible]

DISTRICT COURT
CLARK COUNTY, NEVADA

NEW YORK COMMUNITY BANK,)	
)	
Plaintiff,)	Case No. A-12-660328-C
vs.)	Dept No. XV
)	
SHADOW WOOD HOMEOWNERS')	
ASSOCIATION, INC.; GOGO WAY)	
TRUST and DOES 1 through 20,)	
inclusive,)	
)	
Defendants.)	
)	
<hr/>		
GOGO WAY TRUST,)	
)	
Counterclaimant,)	
vs.)	
)	
NEW YORK COMMUNITY BANCORP,)	
INC.; and DOE INDIVIDUALS 1)	
through X and ROE CORPORATIONS))	
XI through XX,)	
)	
Counterdefendants.)	
)	

DEPOSITION OF GERALD MARKS

Taken on November 15, 2012

At 2:03 p.m.

At the Offices of PINE DUNCAN
701 East Bridger Avenue, Suite 700
Las Vegas, Nevada 89101

Reported by: Yvette Rodriguez, CCR No. 860

1 APPEARANCES:

2 For the Plaintiff:

RYAN KERBOW, ESQ.
ALESSI KOENIG, LLC
9500 West Flamingo
Suite 205
Las Vegas, Nevada 89147

6 For the Defendants:

GREGG A. HUBLEY, ESQ.
PITE DUNCAN, LLP
701 E. Bridger, Suite 700
Las Vegas, Nevada 89101
(702) 991-4632

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I N D E X

WITNESS: GERALD MARKS

EXAMINATION

PAGE

By Mr. Hubley

5

EXHIBITS

Number

Description

Page

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1 LAS VEGAS, NEVADA, NOVEMBER 15, 2012

2 2:03 P.M.

3 -oOo-

4 (In an off-the-record discussion
5 held prior to the commencement
6 of the deposition proceedings,
7 counsel agreed to waive the
8 court reporter requirements
9 under Rule 30(b)(4) of the
10 Nevada Rules of Civil
11 Procedure.)

12 -oOo-

13 Whereupon,

14 GERALD MARKS,

15 having been first duly sworn to testify to the
16 truth, the whole truth and nothing but the truth,
17 was examined and testified as follows:

18 -oOo-

19 (Exhibits No. 1 through 10 were
20 marked for identification.)

21 -oOo-

22 BY MR. HUBLEY:

23 Q Good afternoon, Mr. Marks. I briefly
24 introduced myself, but I am the attorney who -- one
25 of the attorneys who represents New York Community

1 Bank in the case for which you're being deposed
2 today. Would you state your name and address on the
3 record. It can be a business address.

4 A Gerald Marks. 6029 South Fort Apache,
5 Suite 130, Las Vegas.

6 Q Thank you, Mr. Marks. Have you ever had
7 your deposition taken before?

8 A Yes.

9 Q How many times?

10 A Three or four times.

11 Q Three or four. What were -- how long ago
12 was the most recent deposition?

13 A Probably about seven or eight months ago.

14 Q Do you recall the circumstances under
15 which you were deposed?

16 A Something had to do with -- I have been to
17 court. It had to do with a towing issue, I believe.
18 It was at the court -- I'm sorry. I cannot remember
19 which one it was. But I was deposed, you know, on
20 Rainbow -- oh, I know what it is. Sorry. I got it.

21 Q No problem.

22 A It was with two homes that were sinking in
23 a development. And it was regarding insurance
24 claims.

25 Q Oh.

1 A That's what it was.

2 Q They were sinking?

3 A Actually, in Henderson, two homes were
4 actually sinking in this development and the
5 insurance company didn't want to pay for it. And
6 that is what it was about.

7 Q Got you. So you were deposed as a
8 witness?

9 A I'm the management company. And I was the
10 manager of the development, so that is why I was
11 deposed.

12 Q And are -- maybe Brian, this is a better
13 question for you. Are you represented today by
14 counsel?

15 MR. KERBOW: Not really. No. We
16 represent the association. Mr. Marks is not a
17 party.

18 MR. HUBLEY: Right.

19 MR. KERBOW: So I'm not officially here
20 representing Mr. Marks as his attorney.

21 MR. HUBLEY: Okay.

22 BY MR. HUBLEY:

23 Q Well, Mr. Marks, I'm here today to ask you
24 some questions and get some answers in relation to
25 this underlying case and the disputes that have

1 arisen involving my client New York Community Bank.
2 It involves the property located at 3923 Gogo Way.
3 It's Unit No. 109 in Las Vegas. Okay.

4 A Mm-hmm.

5 Q And I just want to represent that because
6 throughout this deposition I'm probably going to
7 call it the property or the subject property. And
8 that is the one that I'm referring to. But if you
9 ever have any question or doubt about what I'm
10 referring to, just please let me know and I will
11 clarify it.

12 A Fine.

13 Q I know you have had a couple of
14 depositions and you've probably heard these ground
15 rules before, but I'm going to go through them real
16 quickly so everyone is on the same page. You
17 realize that you have been sworn under oath. And
18 that the, although we're in the more informal
19 confines of my conference room, the oath carries
20 with it the same solemnity and duty to tell the
21 truth as it does in a court of law, right?

22 A Yes, sir.

23 Q And as you can see we're accompanied by a
24 court reporter here. She is going to record
25 everything that is said during this proceeding

1 today. She's later going to prepare a transcript of
2 everything that is said. You will have the
3 opportunity if you choose to review the transcript,
4 make any changes that you think is appropriate. I
5 will advise you that, if you make a significant or
6 material change, it can be commented on later on.
7 For example, the old example used is, in the PI
8 cases, if you're asked if the light was red and you
9 say it was red and then later you say it was green,
10 counsel can comment upon that. So you understand
11 that?

12 A Yes, sir.

13 Q Okay. Great. It's important for you to
14 answer all of the questions verbally. Everyone has
15 a tendency to give the uh-uh or huh-huh answers. I
16 do it. Everyone does it. But for the court
17 reporter to make a clear record, it's important that
18 you answer verbally. So if you do, I may from time
19 to time ask you to repeat it. It's not me trying to
20 be rude. It's just me trying to get a clear record.

21 If you need to take a break at any
22 time, just let me know and by all means you can do
23 so. I would ask that if there is a question
24 pending, you answer the question before you take a
25 break. But if you need a break for any reason at

1 any time today, just let me know and we will do
2 that. Do you have any questions of me before we
3 begin?

4 A No, sir.

5 Q Okay. Are you on any medication that
6 would impair your ability to recall events or
7 testify truthfully today?

8 A No.

9 Q Are you familiar with the allegations of
10 the lawsuit that we're here about today?

11 A Yes.

12 Q What in general is your understanding?

13 A Just that the bank has some issues with --
14 regarding the foreclosure. That is as much as I get
15 into it.

16 Q Have you spoken with anyone in relation to
17 -- excuse me -- to the -- let me back up.

18 You were served with a subpoena or MP
19 Association Management was earlier, correct?

20 A I don't remember getting served on this
21 to, be honest with you.

22 Q Okay.

23 A I really don't. Whether it came to me or
24 whether it came over Shadow Wood. They're the, you
25 know, the association. I'm just the management

1 company. I honestly don't remember, in my mind,
2 seeing this. I remember Mr. K telling me that there
3 is a deposition and that I'm requested to be there.
4 I said fine.

5 Q Got you. And we'll talk a little bit
6 about that, but have you spoken with anyone about
7 your deposition today?

8 A No, sir.

9 Q Have you reviewed any documents in
10 preparation for the deposition?

11 A No, sir.

12 Q Are you familiar with the Gogo Way trust?

13 A Other than there -- I see it go through
14 our system. You know, for payments, et cetera.
15 Because I own the management company also.

16 Q That's the extent of your knowledge --

17 A That's the extent of my knowledge, yes.

18 Q You don't know who the trustor is?

19 A No.

20 Q Or the trustee?

21 A No.

22 Q I'm going to hand you what has been marked
23 as Exhibit 1 to the deposition, Mr. Marks, and ask
24 if you recognize that document?

25 A I honestly don't remember if I did or

1 didn't on this one.

2 Q By the way, is that -- was your name
3 spelled correctly here? I wasn't sure if it was a G
4 or a J.

5 A Okay. You did a good job. I honestly
6 can't remember if I got it and if I sent it over to
7 Ryan, Mr. Kerbow.

8 Q If you turn to Page 3 of that, Mr. Marks.
9 Do you see that there is an Exhibit A, items to be
10 produced?

11 A Yeah, I sent stuff over.

12 Q Okay.

13 A It was requested. I called, I had
14 questions, and I spoke to somebody here at the
15 office. At this office, I believe.

16 Q Okay.

17 A And sent over the CCNRs, whatever --
18 whatever we had, I sent over.

19 Q Okay. That's --

20 A Yeah.

21 Q You sent documents directly to my office?

22 A Yes. I talked to a young lady. Yeah.

23 Q Okay.

24 A Yeah, I remember that now. Definitely.

25 Q Okay. And you personally, yourself, you

1 compiled the documents?

2 A My staff.

3 Q At your direction?

4 A At my direction.

5 Q Was it --

6 A And actually, I must have gotten this,
7 because I remember this particular piece of paper.

8 Q Okay.

9 A I remember this.

10 Q Did you direct your staff members
11 specifically, like provide this, this, and that or
12 did you say send the file --

13 A No. No. I brought them in, I believe,
14 Dori did it or Barbara did it. And I gave this to
15 them and I said, this is what we need. And we
16 checked the files to see what homeowners' files we
17 had. And I pulled together the, you know, the
18 covenants, CCNRs, and all of that that was requested
19 that we had. And I think the issue was that I
20 couldn't e-mail it and I believe we mailed it to
21 you, to this office, because of the fact that it was
22 such a long, you know, to e-mail over.

23 Q Sure. But it's your understanding or your
24 recollection that you provided all of the documents
25 that were requested in exhibit --

1 A Whatever we had, correct.

2 Q Okay. Good. Mr. Marks, what is your
3 position with MP Association Management as of today?

4 A I'm the owner of the company and I'm also
5 the super cam.

6 Q The what?

7 A Super cam which is community association
8 manager in which others can work underneath me.
9 They have to, for a two year period, before they get
10 their license.

11 Q It's true, is it not, that you were
12 affiliated MP Associates Management during the time
13 period of September of 2011 and March of 2012?

14 A Correct.

15 Q Was that in the same capacity?

16 A It's been since 2005.

17 Q And just generally, what are your duties
18 and responsibilities there?

19 A Well, as owner of the company, to
20 obviously make sure our associations are taken care
21 of. I have 13 associations that I'm the one that
22 makes sure everything is done. I also, you know,
23 I'm on top of my county department -- customer
24 service department. I have to make sure that
25 everything goes through me so I know what is

1 happening.

2 Q And you said you have been in this
3 capacity since '05?

4 A I've owned this company since '05, but I
5 have been doing this for 30 years.

6 Q And you're also the resident or registered
7 agent for MP?

8 A Yes, sir.

9 Q And you have been designated as, lucky
10 you, the custodian of records of MP Management
11 Association?

12 A Yes.

13 Q Do you generally understand what that
14 means?

15 A Yes, I do.

16 Q You're familiar with the recordkeeping
17 procedures used by MP Association Management?

18 A (Witness nodded head).

19 Q True?

20 A Yes, sir.

21 Q Is there anyone else besides you who would
22 have knowledge about the record keeping about MP
23 Association Management?

24 A I believe everybody does. The other
25 manager I have there, she has access to the records.

1 My county people have access to them. What we keep
2 in the office. We have storage units. That we keep
3 everything in the storage unit. The hard copies.

4 Q Does MP Association Management have a
5 written policy regarding its recordkeeping
6 protocols?

7 A I don't believe so.

8 Q Mr. Marks, do you work for any others
9 companies?

10 A I'm also the super Cam for PW James
11 Management Company also too. I have three
12 provisionals that work for me.

13 Q PW James?

14 A James.

15 Q Management Company?

16 A Yes.

17 Q Is that also located here in Las Vegas?

18 A They're actually share my office with me.

19 Q You may have already said this. And if
20 you did, I apologize. Just tell me again, a super
21 Cam -- is it super Cam manager?

22 A It's Super Cam. Community association.
23 Super Cam means that, with the new law that came in
24 effect NRS 116, anyone who wants to be a manager has
25 to go through a two year period under somebody like

1 myself to ensure -- and I'm the one that is
2 responsible for everything.

3 Q Got you?

4 A So whatever they do, if they mess up, it
5 has to fall on me.

6 Q I know what that responsibility is --

7 A I've been through it a few times. It's
8 not a good position.

9 Q It's almost like -- kind of like an
10 apprenticeship they do under you?

11 A Exactly.

12 Q And that is a professional license?

13 A Yes?

14 Q And who licenses it?

15 A Nevada Real Estate Division. And I
16 believe my license -- I just -- it was just renewed
17 again. I'm good through 2014.

18 Q That was my next question.

19 A Okay.

20 Q This is a pretty general question. And I
21 should have said this in my opening grounds rules.
22 I don't always ask the best questions or the most
23 clear of questions. I will be candid about that.
24 And if I don't, at any time, I just want you to feel
25 comfortable, and you could ask me to repeat it,

1 rephrase it, whatever. The goal here is to make
2 sure that you understand the question that I ask.
3 And what that means, is that, if you do answer then
4 we're going to assume that you did understand the
5 question. But again, feel free to ask me to repeat,
6 rephrase, clarify.

7 A Okay.

8 Q What exactly does MP Management
9 Association do? And I guess I will restrict that
10 further by saying with reference to Shadow Wood?

11 A Our responsibility is all the financials
12 and the handling of assessments coming in and out.
13 We pay all their bills. All the vendors that send
14 checks come through us. We do blank check stock and
15 then once we do up the checks, we send them to the
16 associations for signature.

17 Q Okay.

18 A So basically, we are just -- obviously,
19 dealing with homeowners on issues, complaints, any
20 of that type of thing.

21 Q Does MP Association Management or
22 Management Association -- which one?

23 A You're fine.

24 Q Sorry. Does it collect then the HOA
25 assessments from the homeowners?

1 A The assessments don't come to us directly.
2 They go to a bank. They do to Mutual of Omaha,
3 which is processing center. All assessments. We do
4 have homeowners that do send checks to us.
5 Obviously if we do get checks in, we have a scanner
6 in our office that we scan them in, you know, into
7 the bank.

8 Q But are they made out to MP Association?

9 A No, sir. They are made out to whatever
10 association it's being referenced to.

11 Q Are you the sole owner?

12 A Yes, I am.

13 Q When did MP -- again, just to make it
14 easier, can I just call it MP?

15 A Please.

16 Q When did MP begin doing business with
17 Shadow Wood HOA?

18 A Oh, my God. We have been with them since
19 '08, I believe. '07 or to -- wait a minute, because
20 we just did this last night. We had a Shadow Wood
21 meeting. I think it's '07. I'm just not sure of
22 what month, but I think it was '07.

23 Q And you just testified you had a Shadow
24 Wood meeting last night. Was that in reference to
25 this case?

1 A No. It's a regular board of directors
2 meeting.

3 Q I'm making an assumption here, correct me
4 if I'm wrong. MP and Shadow Wood HOA are not owned
5 and operated by the same people?

6 A Correct.

7 Q They are not?

8 A We are not. We are separate entities.

9 Q Do MP and Shadow Wood HOA share employees?

10 A No.

11 Q And they do not operate out of the same
12 physical address?

13 A No.

14 Q Okay. Other than the business
15 relationship between MP and Shadow Wood, there is no
16 other connection?

17 A Correct.

18 Q How many staff members or employees do you
19 have right now at MP?

20 A Six.

21 Q Has that number changed significantly
22 since the period between September 2011 and March of
23 2012?

24 A No. No, sir.

25 Q Are you familiar with the name with the

1 Virginia Fedel, that's F-e-d-e-l?

2 A Only by looking at the account history and
3 seeing the name.

4 Q Do you -- I understand just by seeing the
5 name, can you relate her name to anything in
6 particular?

7 A Other than the fact that I have a very
8 good memory, because I look at people's accounts and
9 everything even though I have bookkeepers. Names
10 and associations just click with me.

11 Q Well, I'll represent to you that, based
12 upon the records that we have received in this case
13 from MP and from other parties, that she was the
14 former owner of the home that is at issue here, the
15 subject property. Does that sound accurate to you?

16 A Yeah. There's -- we have a second owner
17 in there.

18 Q Okay. Moving right on. Exhibit 2, I'm
19 going to hand to you. And let me just get one back
20 from you so we can give it to the court reporter,
21 because otherwise she will slap me around. Exhibit
22 2, Mr. Marks, do you recognize that document?

23 A I have seen a number of these lately so
24 I'm not sure if it's specific to this one.

25 Q Going back to the subject property that is

1 at issue in this lawsuit, are you aware that my
2 client, New York Community Bancorp, obtained the
3 subject property in May of 2011?

4 A No. I don't -- specifically when a
5 transfer comes in, the property sells, forecloses or
6 whatever, it goes to the accounting department.
7 They make the changes. I obviously don't see a lot
8 of this. I wouldn't be even -- look at it until
9 something came up. And I would have to look at the
10 account. That is the only way I would know.

11 Q The subject property, the Gogo Way
12 property, that is located in a homeowners
13 association community, right?

14 A Correct.

15 Q And that is the Shadow Wood community?

16 A Correct.

17 Q Is it your understanding that Shadow Wood
18 has CCNRs?

19 A Correct.

20 Q And you're fully familiar with CCNRs?

21 A Yes, I am.

22 Q I'm going to represent to you, and you can
23 take a look to confirm the accuracy of my statement,
24 Page 6 of Exhibit 2, Paragraph 12, the first one on
25 the page, it alleges there that my client, New York

1 Community Bank failed to pay regular assessments,
2 failed to comply with other requirements of the
3 CCNRs that are applicable to the subject property.

4 Do you know, Mr. Marks, whether or not that is true?

5 A I would obviously have to look at the
6 account. Because if anybody is delinquent, I'm the
7 one that does the pre-liens. I'm the one that will,
8 you know, forward the liens over to the collection
9 company.

10 Q Got you.

11 A So if in fact, you know, according to the
12 collection policy, the association, the person has
13 failed to meet their requirements, we then gave them
14 the opportunity to take care of it through a
15 pre-lien. And if that's not done, then it is
16 forwarded over to Alessi Koenig.

17 Q To Alessi --

18 A Trustee company.

19 Q Okay. And when you say trustee, it's like
20 an HOA foreclosure property?

21 A They do the collections for the
22 assessments. To get the assessments.

23 Q You said that had MP does pre-liens. Can
24 you tell me what that is?

25 A Basically, in NRS116 says that basically

1 homeowner, they know when they sign the CCNRs that
2 the assessments need to be paid, regardless if we
3 send them statements, regardless if we do anything
4 most of the associations in the State of Nevada, at
5 least all that I've ever had, that is what we call a
6 courtesy pre-lien letter. And if you're two months
7 out in your assessment, a pre-lien was sent to you,
8 will be sent to you giving probably about a month,
9 probable three weeks extra to make payment to catch
10 up to make payment arrangements. And there is a
11 cost to that. And we sent it out. Give them the
12 courtesy of that.

13 If they -- most of the time, I would
14 say a good percentage, the homeowners do make
15 attempts at paying off what they owe or making
16 payment arrangements. It's very clear that they
17 must make payment arrangements. They cannot send
18 any partial payments and get it approved by the
19 board of directors. I don't have that authority.
20 I'm just the middle man here.

21 Q The board of directors, when you say that,
22 to whom are you referring --

23 A Well, that would be the board of
24 directors for Shadow Wood.

25 Q For the HOA?