

TS No.: NV-10-365750-RM
Notice of Default
Page 3

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

JPMorgan Chase Bank, N.A.
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:

JPMorgan Chase Bank, N.A.
Contact: Patricia Oliver
Department: Loss Mitigation Department
Phone: 949-812-3330
Email: patricia.l.oliver@jpmorgan.com

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 569-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at www.hud.gov/offices/hsg/sfh/hcc/hcs.com.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

TS No.: NV-10-365750-RM
Notice of Default
Page 4

Dated: 6/2/2010

Quality Loan Service Corp., AS AGENT FOR
BENEFICIARY
BY: LSI Title Agency Inc.

By: N. Gonzalez

Norma Gonzalez,

State of CA)
County of Orange) ss.

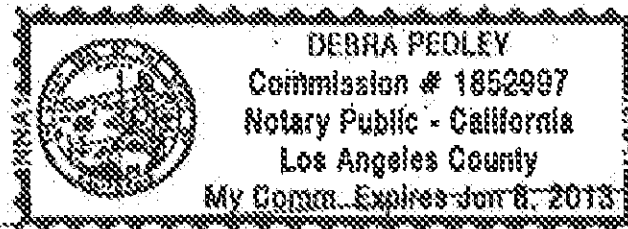
On JUN 2 2010 before me, Debra Pedley a notary public,
personally appeared Norma Gonzalez, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Debra Pedley

Debra Pedley



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your
credit record may be submitted to a credit report agency if you fail to fulfill the terms of your
credit obligations.

EXHIBIT "B"



20080912-0004175

Fee: \$16.00 RPTT: \$0.00

N/C Fee: \$25.00

09/12/2008 14:59:03

T20080209076

Requestor:

FIRST AMERICAN NATIONAL DEFA

Debbie Conway BGN

Clark County Recorder Pgs: 3

Recording requested by:

When recorded mail to:

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

The undersigned hereby affirms that there is no
Social Security number contained in this document.

APN 124-25-815-023

Space above this line for Recorder's use

TS No.: NV-08-199628-TD

Order # 3868426

Loan No.: 0186301664

Assessors Parcel No(s) 124-25-815-023

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 3/2/2006, executed by CAMILO MARTINEZ AND ANA L MARTINEZ AND JUAN M PEREZ RAMIREZ AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as Trustor, to secure certain obligations in favor of CTX MORTGAGE COMPANY, LLC, as beneficiary, recorded 3/22/2006, as Instrument No. 20060322-0001637, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada, securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$280,180.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of principal and interest plus impounds and advances which became due on 6/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

TS No.: NV-08-199628-TD
Loan No.: 0186301664
Notice of Default
Page 2

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Nationstar Mortgage LLC
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

Dated: 9/12/2008

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: First American Title Insurance Company

By: _____

DENNIS CANLAS, Assistant Secretary

State of Nevada) ss.
County of Clark)

*** SEE ATTACHED**

This instrument was acknowledged before me, a notary public, by _____ on _____, 20____.

Notary Public

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

ACKNOWLEDGMENT

State of: California
County of: Orange

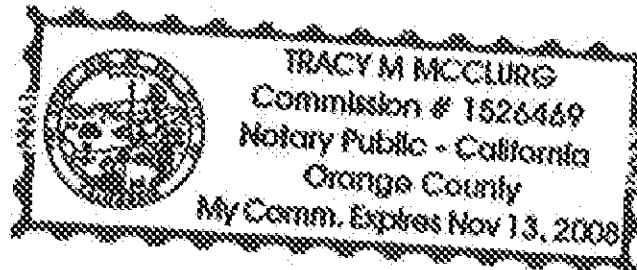
On 9/12/08, before me Tracy M. McClurg notary public,

personally appeared DENNIS CANLAS

who proved to me on the basis of satisfactory evidence to be the person (s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature Tracy M. McClurg (Seal)

T.S. NUMBER: NV-08-177608-11

EXHIBIT "C"

3

Inst #: 201005050003643

Fees: \$216.00

N/C Fee: \$0.00

05/05/2010 02:31:56 PM

Receipt #: 339448

Requestor:

CLARK RECORDING SERVICE

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessors Parcel No(s): 176-06-612-007

Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

4

TS # NV-10-360187-RT

Order # 450496

Space above this line for recorders use only

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 10/8/2003, executed by FRANK SCINTA AND JACQUELINE SCINTA, HUSBAND AND WIFE, AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR MERIDIAS CAPITAL, as beneficiary, recorded 10/17/2003, as Instrument No. 20031017-02233, in Book XXX, Page XXX of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$152,500.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 2/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than \$5,694.02 as of 5/4/2010 and will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered a written Declaration of Default and Demand for Sale and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

TS No.: NV-10-360187-RT
Notice of Default
Page 3

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Americas Servicing Company
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:

Americas Servicing Company
Contact: Steve Murphy
Department: Foreclosure Diversion Assistance Program
Phone: 803-396-4115
Email: stephen.murphy@wellsfargo.com

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 568-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at www.hud.gov/offices/hsg/sfh/hcc/hcs.com.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

TS No.: NV-10-360187-RT
Notice of Default
Page 4

Dated: 5/4/2010

Quality Loan Service Corp., AS AGENT FOR
BENEFICIARY
BY: ServiceLink-Irvine

By: Joan Peck
Joan Peck, Authorized Agent

State of Nevada)
County of Clark) ss.

On 5-5-10 before me, Hannelore Lizama a notary public, personally appeared Joan Peck, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

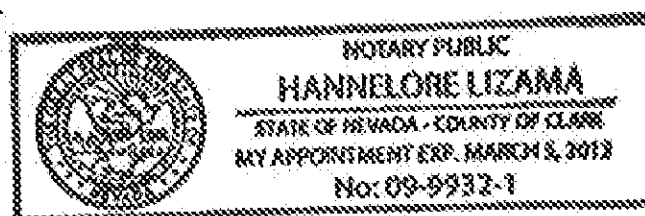


EXHIBIT “D”

APN#: 176-12-214-050

RECORDING REQUESTED BY:

Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO:

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inet #: 201103100003752

Fees: \$215.00

N/C Fee: \$0.00

03/10/2011 01:53:24 PM

Receipt #: 702156

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: KGP Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for Recorder's use

Title Order No. Trustee Sale No. 19337NV Loan No. 1004644195

11525113

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDs, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 10-14-2004, executed by FRANK SCINTA AND JACQUELINE SCINTA AND MARYKE E WEISBERG as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK under a Deed of Trust Recorded 10-21-2004, Book , Page , Instrument 20041021-0000567 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of \$165,190.00.

Purported Street Address: 7573 ALEXANDER HILLS LAS VEGAS, NV 89139

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: Failure to make the 12/01/2010 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, attorney's fees and court costs arising from the beneficiary's protection of its security, all of which must be cured as a condition of reinstatement.

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is \$6,094.60 as of date of this Notice and will increase until your account becomes current.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. Trustee Sale No. 19337NV Loan No. 1004844195

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank FSB
C/O Meridian Foreclosure Service
8486 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4500

The grantor may contact OneWest Bank regarding the possibility of a loan modification:

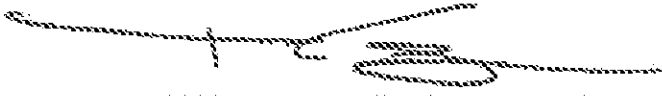
Kim Ibarra - Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78768 866-354-5947

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Date: 3/10/2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS
AUTHORIZED AGENT FOR THE BENEFICIARY, BY: TICOR TITLE INSURANCE COMPANY, AS
AGENT FOR MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED
SERVICE



Tom Covey


State of NEVADA
County of CLARK

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS ASSISTING THE
BENEFICIARY TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE.

On 3/10/11 before me, SHARON PEICICH, personally appeared Tom Covey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.



Notary Public in and for said County and State

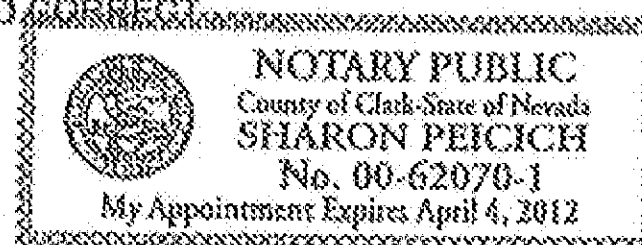


EXHIBIT "E"



20090430-0004386

Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Fee: \$17.00 RPTT: \$0.00
N/C Fee: \$0.00
04/30/2009 14:58:31
T20090150881
Requestor:
FIDELITY NATIONAL DEFAULT SO
Debbie Conway ARO
Clark County Recorder Pgs: 4

Assessors Parcel No(s): 163-17-218-008

TS # NV-09-277551-
RM

Order # 090309706-NV-LPI

Space above this line for recorders use only
Loan # 0017012022

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 6/5/2006, executed by SUSAN (JORTH), A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR TAYLOR, BEAN & WHITAKER MORTGAGE CORP, as beneficiary, recorded 6/13/2006, as Instrument No. 20060613-0002706, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$289,800.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 7/1/2008, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor

may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

Page 1

TS No.: NV-09-277551-RM
Loan No.: 0017012022
Notice of Default
Page 2

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

EMC Mortgage Corporation
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-845-7711

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

Dated: 4/29/2009

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LSI Title Company, ITS AGENT

By: N. Gonzalez
NORMA GONZALEZ, AUTHORIZED
SIGNER

State of _____) ss.
County of _____)

This instrument was acknowledged before me, a notary public, by _____ on _____, 20____.

Notary Public

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

State of California

County of Orange

On April 30 before me, Connie L Borras, Notary Public, personally appeared Norma Gonzalez, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Connie L Borras (Seal)
Connie L Borras

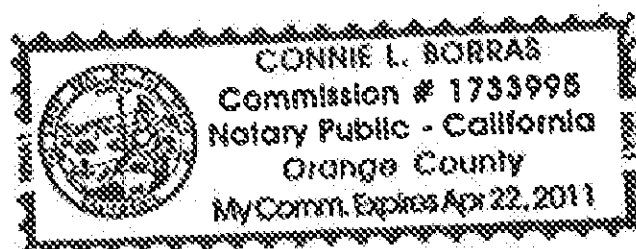


EXHIBIT "F"

AP No(s): 163-17-218-008
Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

The undersigned hereby affirm that there is no
Social Security number contained in this document

Inst #: 200908040000374
Fees: \$15.00
N/C Fee: \$25.00
08/04/2009 09:49:48 AM
Receipt #: 1500
Requestor:
SIMPLIFILE
Recorded By: STN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS # NV-09-277551-RM Order # 090309706-NV-LPI Loan # 0017012022
Space above this line for recorders use only

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 6/5/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): SUSAN HJORTH, A MARRIED WOMAN AS HER
SOLE AND SEPARATE PROPERTY
Recorded: 6/13/2006 as Instrument No. 20060613-0002706 in book xxx,
page xxx of Official Records in the office of the Recorder of
CLARK County, Nevada;

Date of Sale: 8/24/2009 at 10:00 AM
Place of Sale: At the front entrance to Nevada Legal News located at 930
S. 4TH Street, Las Vegas, NV 89101
Amount of unpaid balance and other charges: \$341,135.27
The purported property address is: 3559 DAY DAWN ST
LAS VEGAS, NV 89147

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said

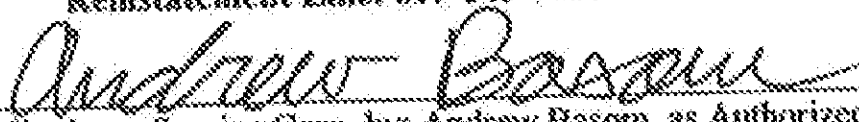
property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Date: 7/31/2009

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727 or Login to:
www.fidelityasap.com
TS # : NV-09-277551-RM
Reinstatement Line: 619-645-7711


Quality Loan Service Corp. by: Andrew Basom, as Authorized Agent.

State of California)
County of San Diego)

On 7/31/09 before me, Michelle Nguyen a Notary Public, personally appeared Andrew Basom who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)
Michelle Nguyen



If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note-holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

EXHIBIT “G”

APN: 179-34-614-164

RECORDING REQUESTED BY:
LSI Title Company
WHEN RECORDED MAIL TO
Trustee Corps
30 Corporate Park, Suite 400
Irvine , CA 92606

Inst #: 201007280003653
Fees: \$216.00
N/C Fee: \$0.00
07/28/2010 03:28:00 PM
Receipt #: 443898
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number contained in this document.
Trustee Sale No. NV09003798-10-1 Loan No. 0192320398
1559 WARD FRONTIER LANE HENDERSON NV 89015
Title Order No:100427843-NV-LPI

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO
CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL dba TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated January 27, 2004, executed by RAYMOND R (SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary and CH MORTGAGE COMPANY I, LTD., LIMITED PARTNERSHIP as lender under Deed of Trust recorded on January 30, 2004, as Instrument No. 03803, in Book 20040130 of Official Records in the office of the County recorder of Clark County, Nevada, and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$128,900.00 (together with any modifications thereto the "Note"), and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due; THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 12/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE FEES AND COSTS AND ATTORNEY FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

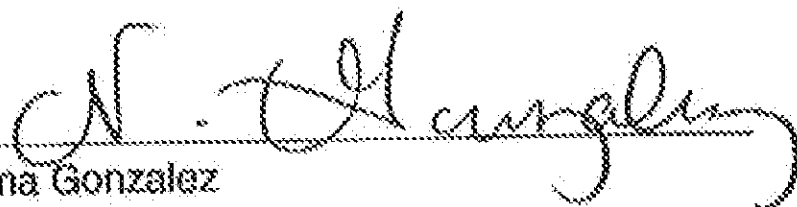
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

WELLS FARGO BANK, N.A.
C/O TRUSTEE CORPS.
30 Corporate Park, Suite 400
Irvine, CA 92606
Phone No.: 949-252-8300

Dated: July 27, 2010

MTC FINANCIAL Inc dba Trustee Corps as Agent for the Beneficiary
By: LSI Title Agency, Inc., as Agent


By: Norma Gonzalez

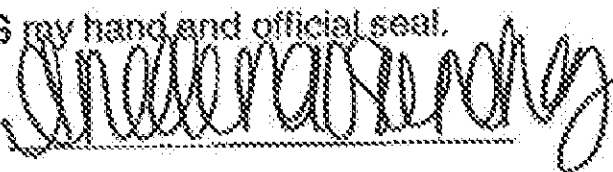
State of California
County of Orange

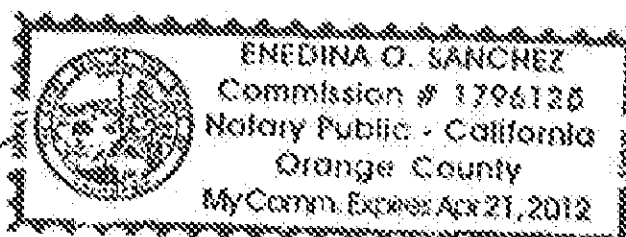
On July 28, 2010 before me, Enedina O. Sanchez, Notary Public in and for said county, personally appeared Norma Gonzalez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he ~~she~~ they executed the same in his ~~her~~ their authorized capacity(ies), and that by his ~~her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





(Seal)

LOAN MODIFICATION CONTACT AND HUD COUNSELING CONTACT FORM

Pursuant to the requirements of NRS 107.085, and the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing and as required under NRS 107, the trustee and/or its authorized agent hereby provides the following information:

The contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust is:

Loan Modification Contact Information:

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715
Phone No.:(803) 734-4028

Contact information for at least one local housing counseling agency approved by the United States Department of Housing and Urban Development is:

HOUSING FOR NEVADA

285 E. Warm Springs Road Ste 100
Las Vegas, NV 89119
Telephone 877-649-1335
Telephone 702-270-0300

**CONSUMER CREDIT COUNSELING
SERVICE OF SOUTHERN NEVADA**

841 E 2ND
Carson City, Nevada 89701
Telephone: 800-451-4505

NEVADA LEGAL SERVICES, INC.

841-A East Second Street
Carson City, Nevada 89701
Telephone: 702-386-0404

**CONSUMER CREDIT COUNSELING
SERVICE OF SOUTHERN NEVADA**

2920 N. Green Valley Parkway
Henderson, Nevada 89014
Telephone: 702-364-0344

SPRINGBOARD - HENDERSON

1489 West Warm Springs Road, Suite 213
Henderson, Nevada 89102
Telephone: 800-947-3752

ACORN HOUSING, LAS VEGAS, NV

953 E. Sahara Ave., #226
Las Vegas, Nevada 89104
Telephone: 702-384-3022

CCCS OF SOUTHERN NEVADA

2650 S. Jones Blvd
Las Vegas, Nevada 89146-0000
Telephone: 702-364-0344

EXHIBIT “H”

APN: 179-34-614-164

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

Inst #: 201102080003078

Fees: \$15.00

N/C Fee: \$25.00

02/08/2011 03:12:32 PM

Receipt #: 670269

Requestor:

LSI TITLE AGENCY INC.

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number contained in this document

Trustee Sale No. NV09003798-10-1 Title Order No:100427843-NV-LPI Client Reference Number:
0192320398

NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER

YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED January 27, 2004. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On March 9, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV., all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust Recorded on January 30, 2004, as Instrument No. 03803, in Book 20040130 of the Official Records in the office of the Recorder of Clark County, Nevada, executed by RAYMOND R SANSOTA AND FRANCINE M SANSOTA, HUSBAND AND WIFE, as Trustor, Wells Fargo Bank, N.A., as Beneficiary, all that certain property situated in said County and State, and more commonly described as:

AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
1559 WARD FRONTIER LANE, HENDERSON, NV 89015

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said will be made, but without covenant or warranty express or implied, regarding title, possession or encumbrances, to pay the remaining unpaid balance of the obligations secured by the property to be sold and reasonably estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale, to wit: \$130,481.31 estimated. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank

specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee.


The beneficiary under the Deed of Trust heretofore executed and delivered to the undersigned, a written Declaration of Default and Demand for Sale. The undersigned caused said Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust to be recorded in the County where the real property is located and more than three months have elapsed since such recordation.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.lpsasap.com
AUTOMATED SALES INFORMATION PLEASE CALL 714-259-7850

Dated: February 4, 2011

MTC FINANCIAL INC dba Trustee Corps
TS No. NV09003798-10-1.
17100 Gillette Ave
Irvine, CA 92614
949-252-8300


Clarisa Gastelum, Authorized Signature

State of California }ss.
County of Orange }ss.
Claudio Martinez

On February 4, 2011 before me, _____, Notary Public, personally appeared Clarisa Gastelum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Name

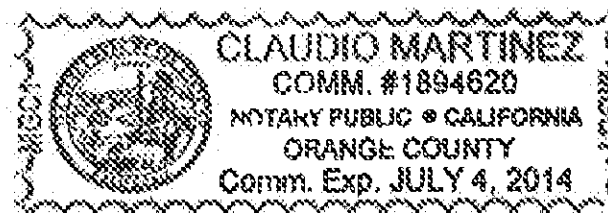


EXHIBIT "I"

APN#: 161-17-510-126
RECORDING REQUESTED BY:
FIRST AMERICAN TITLE INS CO:

AND WHEN RECORDED MAIL TO:
Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inet #: 201101180002927
Fees: \$215.00
N/C Fee: \$25.00
01/18/2011 12:36:49 PM
Receipt #: 645258
Requestor:
FIRST AMERICAN NATIONAL DEF
Recorded By: BGN Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for Recorder's use

Title Order No. 5006977 Trustee Sale No. 18768NV Loan No. 384717

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 07-13-2009, executed by GIRVIN F KUHN & SANDRA M KUHN as Trustor, to secure certain obligations in favor of VANDERBILT MORTGAGE AND FINANCE, INC. under a Deed of Trust Recorded 07-20-2009, Book , Page , Instrument 20090720-0002934 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of \$153,677.64.

Purported Street Address: 3472 MONTEGO DR. LAS VEGAS, NV 89121

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: Failure to make the 08/01/2010 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, attorney's fees and court costs arising from the beneficiary's protection of its security, all of which must be cured as a condition of reinstatement.

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is \$8,507.46 as of date of this Notice and will increase until your account becomes current.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has

Title Order No. 5006977 Trustee Sale No. 18768NV Loan No. 384717

surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

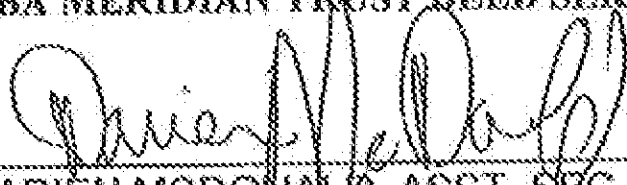
VANDERBILT MORTGAGE AND FINANCE, INC.
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4500

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Date: 1/18/2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS
AUTHORIZED AGENT FOR THE BENEFICIARY, BY: FIRST AMERICAN TITLE INSURANCE
COMPANY, AS AUTHORIZED AGENT FOR MTDS, INC., A CALIFORNIA CORPORATION
DBA MERIDIAN TRUST DEED SERVICE


DARIEN MCDONALD, ASST. SEC.

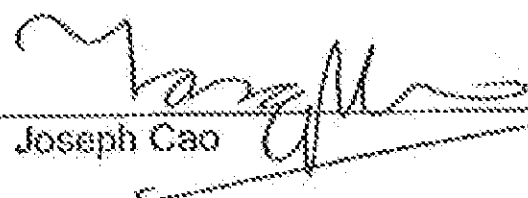
MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

State of CALIFORNIA
County of ORANGE

On 1/18/2011 before me, JOSEPH CAO, a Notary Public, personally appeared DARIEN MCDONALD who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)


Joseph Cao

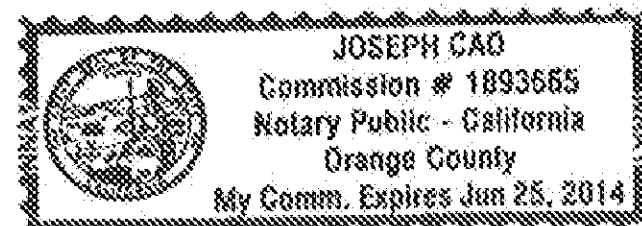


EXHIBIT “J”

Inst #: 201104210001783

Fees: \$15.00

N/C Fee: \$0.00

04/21/2011 11:00:50 AM

Receipt #: 748333

Requestor:

PASION TITLE SERVICES

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 161-17-510-126
AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY
45

Space above this line for recorder's use

APN#: 161-17-510-126

Title Order No. 5006977 Trustee Sale No. 18768NV Loan No. 384717

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 07-13-2009. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 05-10-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 07-20-2009, Book , Page , Instrument 20090720-0002934 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: GIRVIN F KUHN & SANDRA M KUHN as Trustor, VANDERBILT MORTGAGE AND FINANCE, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At: THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH ST., LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

LOT SEVEN (7) IN BLOCK TWENTY-TWO (22) OF DESERT INN ESTATES UNIT NO.3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 12 OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
3472 MONTEGO DR. , LAS VEGAS, NV 89121

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$162,932.13 (Estimated)

Title Order No. 5006977 Trustee Sale No. 18768NV Loan No. 384717

Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: (714) 573-1965 or (702) 586-4500 or PRIORITYPOSTING.COM

Date: 04-19-2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE


JESSE FERNANDEZ,
FORECLOSURE ASSISTANT

State of Nevada
County of Clark

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE IS ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

On 4/19/11 before me, D. Adams Notary Public, personally appeared JESSE FERNANDEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Notary Public in and for said County and State

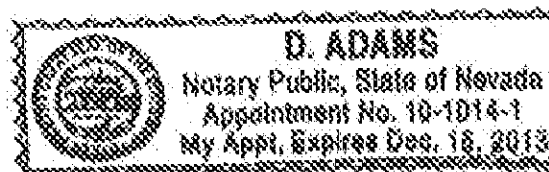


EXHIBIT “K”

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank FSB
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4500

The grantor may contact OneWest Bank regarding the possibility of a loan modification:

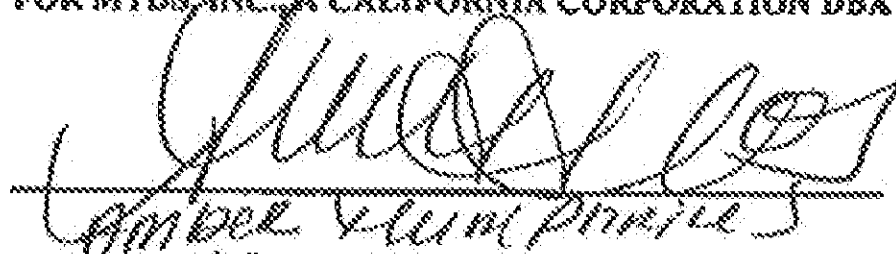
Brad Brumley - Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 877-736-5556

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

The Undersigned Hereby Affirms That There is No Social Security Number Contained in This Document.

Date: 10/6/2009

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS
AUTHORIZED AGENT FOR THE BENEFICIARY, BY: SERVICE LINK, AS AUTHORIZED AGENT
FOR MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE



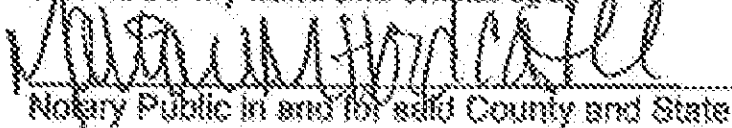
State of California
County of San Bernardino

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

On 10/6/09 before me, Mallorie M. Harrocastle, Notary Public, personally appeared Amber V. Thompson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal


Notary Public in and for said County and State

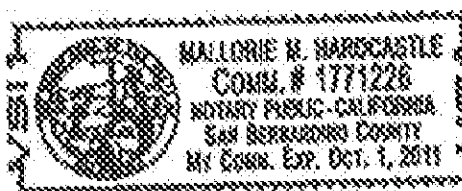


EXHIBIT “L”

139-26-810-010

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inst #: 201010110002605

Fees: \$15.00

N/C Fee: \$0.00

10/11/2010 12:14:40 PM

Receipt #: 635457

Requestor:

CLARK RECORDING SERVICE

Recorded By: AEA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 139-26-810-010

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-25-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 11-01-2010 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002660 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

LOT TWO HUNDRED FIFTEEN (215) IN BLOCK SIXTEEN (16) OF GREATER LAS VEGAS ADDITION TRACT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK FOUR OF PLATS, PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
736 NORTH 18TH STREET, LAS VEGAS, NV 89101

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$253,999.39 (Estimated)

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: (619) 590-1221 or (702) 586-4500 or WWW.RPPSALES.COM

Date: 10-07-2010

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE

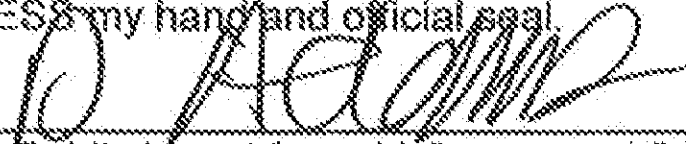

JESSE FERNANDEZ, FORECLOSURE ASSISTANT

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

State of NEVADA
County of CLARK

On 10/7/10 before me, D. ADAMS, Notary Public, personally appeared JESSE FERNANDEZ, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said County and State

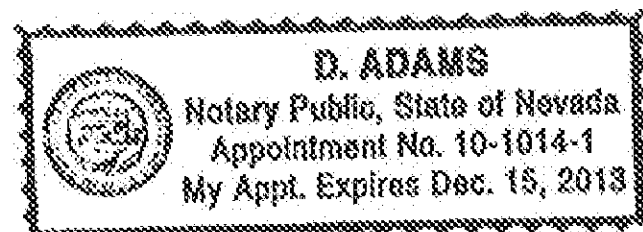


EXHIBIT “M”

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inst #: 201103170001627

Fees: \$15.00

N/C Fee: \$0.00

03/17/2011 10:47:46 AM

Receipt #: 708838

Requestor:

CLARK RECORDING SERVICE

Recorded By: DHG Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 139-26-810-010

Space above this line for recorder's use

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-25-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 04-06-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002660 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

LOT TWO HUNDRED FIFTEEN (215) IN BLOCK SIXTEEN (16) OF GREATER LAS VEGAS ADDITION TRACT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK FOUR OF PLATS, PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
736 NORTH 18TH STREET, LAS VEGAS, NV 89101

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$260,604.22 (Estimated)

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: (619) 590-1221 or (702) 586-4500 or WWW.RPPSALES.COM

Date: 03-15-2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE

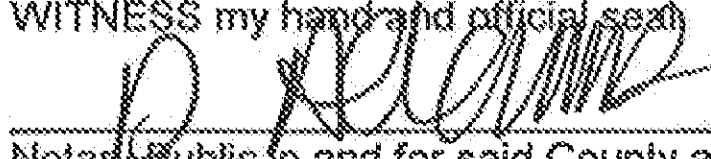

STEPHANIE FARRELL, FORECLOSURE
ASSISTANT

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

State of Nevada
County of Clark

On 3/15/11 before me, D. Adams Notary Public, personally appeared
STEPHANIE FARRELL, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal


Notary Public in and for said County and State

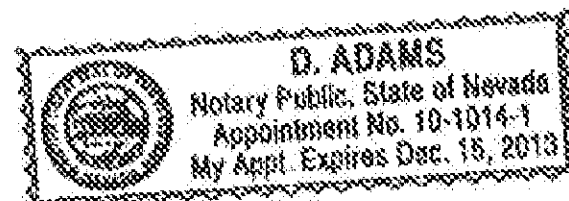


EXHIBIT “N”

139-26-810-010

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO
Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inst #: 201107150002128
Fees: \$15.00
N/C Fee: \$0.00
07/15/2011 02:20:18 PM
Receipt #: 845972
Requestor:
CLARK RECORDING SERVICE
Recorded By: GILKS Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

22

Space above this line for recorder's use

APN#: 139-26-810-010

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-25-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 08-04-2011 at 10:00 AM, MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002860 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: JESUS GOMEZ AND SILVIA (GOMEZ) HUSBAND AND WIFE AS JOINT TENANTS as Trustor, Deutsche Bank National Trust Company, as Trustee of the Home Equity Mortgage Loan Asset-Backed Trust Series INABS 2006-E, Home Equity Mortgage Loan Asset-Backed Certificates, Series INABS 2006-E under the Pooling and Servicing agreement dated Dec 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

LOT TWO HUNDRED FIFTEEN (215) IN BLOCK SIXTEEN (16) OF GREATER LAS VEGAS ADDITION TRACT 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK FOUR OF PLATS, PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
736 NORTH 18TH STREET, LAS VEGAS, NV 89101

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$272,336.03 (Estimated)

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517805

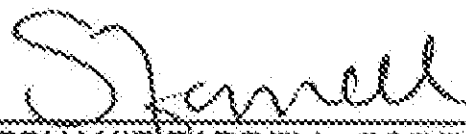
Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: (702) 586-4500

Date: 07-13-2011

MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE


STEPHANIE FARRELL, FORECLOSURE
ASSISTANT *farrell*

MERIDIAN FORECLOSURE SERVICE IS
ASSISTING THE BENEFICIARY TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

State of Nevada
County of Clark

On 7/13/11 before me, D. Adams Notary Public, personally appeared STEPHANIE FARRELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Notary Public in and for said County and State

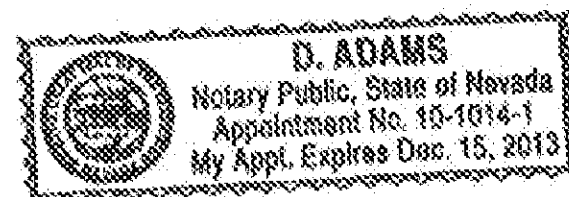


EXHIBIT “O”

Title Order No. Trustee Sale No. 17155NV Loan No. 3002099749

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

OneWest Bank FSB
C/O Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4500

The grantor may contact OneWest Bank regarding the possibility of a loan modification:

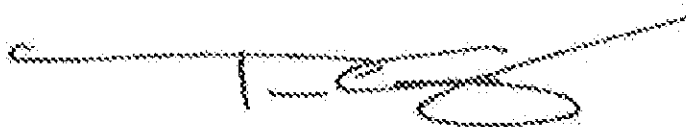
Kim Ibarra - Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 866-354-5947

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Date: 9/30/2010

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS
AUTHORIZED AGENT FOR THE BENEFICIARY, BY: TICOR TITLE INSURANCE COMPANY, AS
AGENT FOR MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED
SERVICE



Tom Courcy


State of NEVADA
County of CLARK

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

On 9/30/10 before me, SHARON PEICICH, personally appeared Tom Courcy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.


Notary Public In and for said County and State

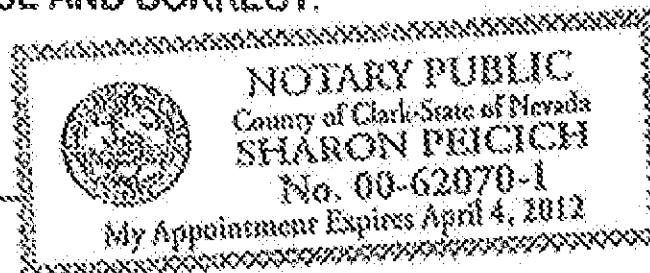


EXHIBIT "P"

RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inst #: 201101060001522

Fees: \$16.00

N/C Fee: \$25.00

01/06/2011 12:11:48 PM

Receipt #: 634708

Requestor:

TICOR TITLE LAS VEGAS

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorder's use

APN#: 125-16-117-041

Title Order No. TT10530946 Trustee Sale No. 17155NV Loan No. 3002099749

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06-26-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 01-24-2011 at 10:00 AM, MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 07-03-2006, Book , Page , Instrument 20060703-0001876 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: DONNA HERRERA, A MARRIED WOMAN, AS HER SOLE AND SEPARATE PROPERTY as Trustor, OneWest Bank FSB as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH ST., LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
8324 JO MARCY DRIVE , LAS VEGAS, NV 89131

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$297,886.17 (Estimated)

Title Order No. TT10530946 Trustee Sale No. 17155NV Loan No. 3002099749

Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: (714) 573-1965 or (702) 586-4500 or PRIORITYPOSTING.COM

Date: 01-03-2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE



STEPHANIE FARRELL FORECLOSURE
ASSISTANT

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

State of Nevada
County of Clark

On 1/3/11 before me, D. Adams, Notary Public, personally appeared Stephanie Farrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Notary Public in and for said County and State

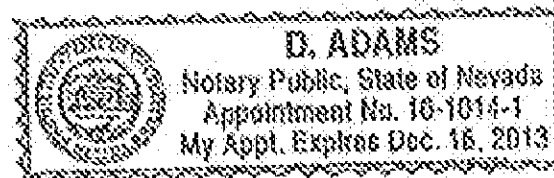


EXHIBIT "A"

Parcel 1:

Lot 41 in Block 1 of GRAND TETON - DURANGO, as shown by map thereof on file in Book 126 of Plats, Page 14 in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM, an easement for private streets and common areas as shown and delineated on said map.

Parcel 2:

A easement for private streets and common areas as shown and delineated on said map.

EXHIBIT "Q"

Inst #: 201101050003166

Fees: \$215.00

N/C Fee: \$0.00

01/05/2011 02:19:21 PM

Receipt #: 633649

Requestor:

PACIFIC COAST TITLE

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 124-35-711-102

RECORDING REQUESTED BY:
PACIFIC COAST TITLE
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO:

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Space above this line for Recorder's use

Title Order No.
55017046

Trustee Sale No. 18269NV Loan No. 1008413088

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 08-18-2006, executed by ANTOINETTE L GILL, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR PLAZA HOME MORTGAGE, INC. under a Deed of Trust Recorded 08-18-2006, Book , Page , Instrument 20060816-0004119 of Official Records in the Office of the Recorder of CLARK County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of \$314,382.00.

Purported Street Address: 5144 TEAL PETALS STREET NORTH LAS VEGAS, NV 89081

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: Failure to make the 08/01/2010 payment of principal and/or interest and all subsequent payments, together with late charges, impounds, advances, taxes, delinquent payments on senior liens, or assessments, attorney's fees and court costs arising from the beneficiary's protection of its security, all of which must be cured as a condition of reinstatement.

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is \$18,102.13 as of date of this Notice and will increase until your account becomes current.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No.

Trustee Sale No. 18269NV Loan No. 1008413088

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Deutsche Bank National Trust Company, as Trustee
C/O Meridian Foreclosure Service
8405 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 586-4600

The grantor may contact OneWest Bank regarding the possibility of a loan modification:

Kim Ibarra - Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 866-354-5947

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Date: 1/5/2011

MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE, AS
AUTHORIZED AGENT FOR THE BENEFICIARY, BY: SECURITY UNION TITLE, AS AGENT FOR
MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE



SUSAN DANA

State of CA
County of ORANGE

MTDS, INC., A CALIFORNIA
CORPORATION DBA MERIDIAN TRUST
DEED SERVICE IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

On 1/5/11 before me, ALEIDA MICHELE RODRIGUEZ, personally appeared SUSAN DANA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS my hand and official seal.

Notary Public in and for said County and State

ALEIDA MICHELE RODRIGUEZ

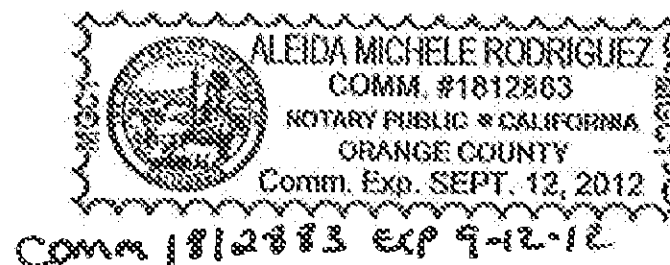


EXHIBIT “R”

PACIFIC COAST TITLE
RECORDING REQUESTED BY
Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO

Meridian Foreclosure Service
8485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

Inst #: 201106230002205

Fees: \$15.00

N/C Fee: \$0.00

06/23/2011 10:21:51 AM

Receipt #: 821716

Requestor:

PACIFIC COAST TITLE

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

124-35-711-102

Space above this line for recorder's use

APN#: 124-35-711-102

Title Order No. 55018046 Trustee Sale No. 18269NV Loan No. 1008413088

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 08-10-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 07-14-2011 at 10:00 AM, MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 08-16-2006, Book , Page , Instrument 20060816-0004119 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: ANTOINETTE L GILL, AN UNMARRIED WOMAN as Trustor, Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2006-AR35, Mortgage Pass-Through Certificates, Series 2006-AR35 under the Pooling and Servicing Agreement dated November 1, 2006 as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's 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). At: AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV 89101 all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

LOT ONE HUNDRED TWO (102) FINAL MAP OF LONE MOUNTAIN / LOSEE - UNIT 3 (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 125 OF PLATS, PAGE 99 AND AMENDED BY CERTIFICATE OF AMENDMENT, RECORDED JUNE 14, 2006 IN BOOK 20060614 AS DOCUMENT NO. 0005270 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:
5144 TEAL PETALS STREET, NORTH LAS VEGAS, NV 89081

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$345,668.04 (Estimated)

Title Order No. 55018046 Trustee Sale No. 18269NV Loan No. 1008413088

Accrued interest and additional advances, if any, will increase this figure prior to sale.
The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

Sales Line: or (702) 586-4500 or

Date: 06-22-2011

MERIDIAN FORECLOSURE SERVICE f/k/a MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE

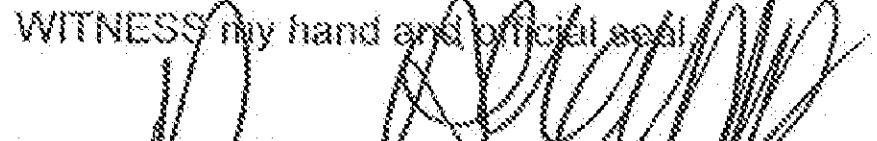

STEPHANIE FARRELL, FORECLOSURE ASSISTANT

MERIDIAN FORECLOSURE SERVICE IS ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

State of Nevada
County of Clark

On 6/22/11 before me, D. Adams Notary Public, personally appeared STEPHANIE FARRELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal


Notary Public in and for said County and State

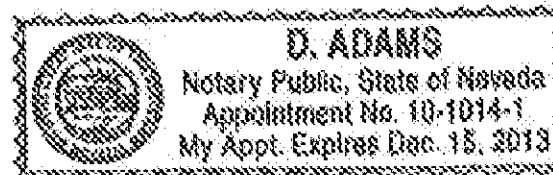


EXHIBIT "S"



20090630-0001440

Fee: \$15.00 RPTT: \$0.00

N/C Fee: \$0.00

06/30/2009 10:45:42

T20090227421

Requestor:

SERVICELINK SAN BERNARDINO

Debbie Conway BRT

Clark County Recorder Pgs: 2

RECORDING REQUESTED BY:

ServiceLink Title

WHEN RECORDED MAIL TO:

National Default Servicing Corporation

2525 East Camelback Road, Suite 200

Phoenix, AZ 85016

NDSC File No. : 09-44685-WF-NV

Loan No. : 0084709724

Title Order No. : 602132940

APN: 176-27-212-012

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal 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, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$35,284.04, as of 06/30/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

NDSC File No. : 09-44685-WF-NV
Loan No. : 0084709724

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.
c/o National Default Servicing Corporation
2525 East Camelback Road, Suite 200
Phoenix, AZ 85016 Phone 602-264-6101 Sales Website: www.ndscorp.com/sales

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 02/26/2008, executed by **JESSE HENNIGAN, A MARRIED PERSON**, as Trustor, to secure certain obligations in favor of **LINEAR FINANCIAL, LP DBA PARDEE HOME LOANS** as beneficiary recorded 02/29/2008, as Instrument No. 20080229-0003736 (or Book, Inst.) of Official Records in the Office of the County Recorder of **CLARK County, NV**. Said obligations including **ONE NOTE FOR THE ORIGINAL** sum of \$404,652.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of ~~FAILURE TO PAY THE~~ **INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 10/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : June 30, 2009

National Default Servicing Corporation, As Agent for Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.

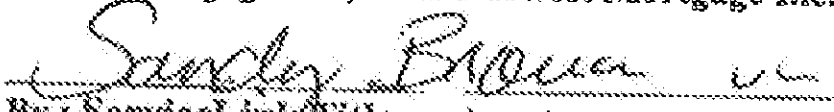

By : ServiceLink Title, as Agent
Sandy Brown

EXHIBIT "T"

RECORDING REQUESTED BY:
Premier American Title Agency, Inc.
WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 10-44347-WF-NV
Title Order No. : 61000944

APN: 176-27-212-012

Inst #: 201012270003151

Fees: \$216.00

N/C Fee: \$0.00

12/27/2010 02:19:56 PM

Receipt #: 623891

Requestor:

PREMIER AMERICAN TITLE

Recorded By: OSA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal 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, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$8,436.25, as of 12/27/2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

NDSC File No. : 10-44347-WF-NV

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: Steve Murphy / 803-396-4115

Property Address: 7424 DESERTSCAPE AVE , LAS VEGAS NV 89178

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 02/26/2008, executed by **JESSE HENNIGAN, A MARRIED PERSON**, as Trustor, to secure certain obligations in favor of **LINEAR FINANCIAL, LP DBA PARDEE HOME LOANS** as beneficiary recorded 02/29/2008, as Instrument No. 20080229-0003736 (or Book, Inst.) of Official Records in the Office of the County Recorder of **CLARK County, NV**. Said obligations including **ONE NOTE FOR THE ORIGINAL** sum of \$404,652.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : **FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 08/01/2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : December 27, 2010

National Default Servicing Corporation, As Agent for Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.



By : Premier American Title Agency, Inc., as Agent
Steven Marshall

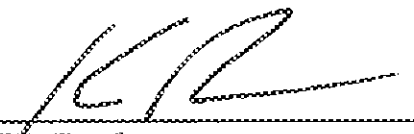
This acknowledgement is attached to file no. 61000944 Notice of Default.

State of Nevada
County of Clark

This instrument was acknowledged before me on 12-27-2010 by
Steven Marshall.

Seal

Appt No. 99-58363-1
Expires Aug. 21, 2011


K. Parks

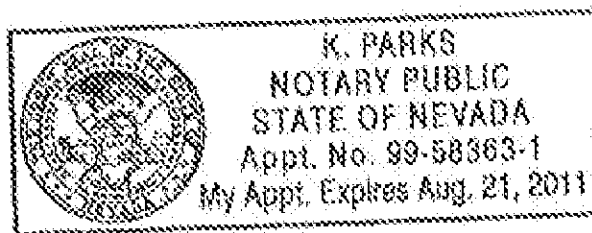


EXHIBIT "U"

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 09-44685-WF-NV
Loan No. : 0084709724
Title Order No. : 602132940
APN No. : 176-27-212-012

000077 NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 02/26/2008 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by JESSE HENNIGAN, A MARRIED PERSON, dated 02/26/2008 and recorded 02/29/2008, as Instrument No. 20080229-0003736 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 06/30/2009 as Instrument No. 20090630-0001440 (or Book , Page) of said Official Records, will sell on 10/23/2009 at 10:00 A.M. at:

AT THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS 930 S. 4TH STREET, LAS VEGAS, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

NDSC File No. : 09-44685-WF-NV
APN No. : 176-27-212-012

The estimated 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 publications of the Notice of Sale is \$437,783.38. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state 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. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 10/01/2009

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-259-7850 Sales Website: www.ndscorp.com/sales

By: 
Nicholas Alford, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 09-44685-WF-NV
LOAN NO. : 0084709724
PROP. ADDRESS : 7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178

COUNTY : CLARK

LEGAL DESCRIPTION :

PARCEL I:

LOT 25 OF MOUNTAINS EDGE MIRADOR PHASE I, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 124 OF PLATS, PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF
CLARK COUNTY, NEVADA.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON
AREAS AS SHOWN AND DELINEATED ON SAID MAP.

STATE OF ARIZONA
COUNTY OF MARICOPA

On 10/1, 2009, before me, Helene J. Schiffman, a Notary Public for said State, personally appeared Nichole Alford who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

HJS

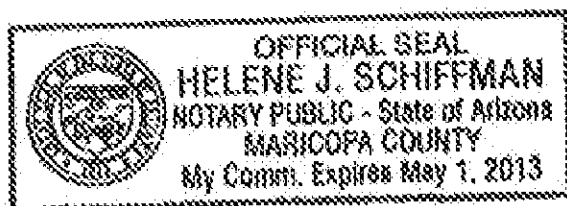


EXHIBIT "V"

Inst #: 201104080003135

Fees: \$17.00

N/C Fee: \$0.00

04/08/2011 12:13:10 PM

Receipt #: 734406

Requestor:

PREMIER AMERICAN TITLE

Recorded By: MSH Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 10-44347-WF-NV

Title Order No. : 61000944

APN No. : 176-27-212-012

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 02/26/2008 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by JESSE MENNIGAN, A MARRIED PERSON, dated 02/26/2008 and recorded 02/29/2008, as Instrument No. 20080229-0003736 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 12/27/2010 as Instrument No. 201012270003151 (or Book , Page) of said Official Records, will sell on 04/29/2011 at 10:00 A.M. at:

At the front entrance to the Nevada Legal News 930 S. 4th St., Las Vegas, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

NDSC File No. : 10-44347-WF-NV
APN No. : 176-27-212-012

The estimated 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 publications of the Notice of Sale is \$460,557.34. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state 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. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 04/07/2011

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-730-2727 Sales Website: www.ndscorp.com/sales

By:



Nichole Afford, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 10-44347-WF-NV
PROP. ADDRESS : 7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178

COUNTY : CLARK

LEGAL DESCRIPTION :

Parcel I:

Lot 25 of MOUNTAINS EDGE MIRADOR PHASE 1, as shown by map thereof on file in Book 124 of Plats, Page 23, in the Office of the County Recorder of Clark County, Nevada,

Parcel II:

An easement for ingress and egress over private streets and common areas as shown and delineated on said map.

STATE OF ARIZONA
COUNTY OF MARICOPA

On 4/7, 2011, before me, Anissa D. Casto, a Notary Public for said State, personally appeared Nichole Alford who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Anissa D. Casto



Exp. 09/29/12

EXHIBIT "W"

451

AA000189

Inst #: 201009230004737

Fees: \$215.00

N/C Fee: \$0.00

09/23/2010 02:47:53 PM

Receipt #: 613936

Requestor:

SPL INC - LA

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 186-17-810-004

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY

9200 Oakdale Avenue

Mail Stop: CA2-4379

Chatsworth, CA 91311

800-892-6902

Space above this line for recorder's use only

Property Address: : 1625 INDIAN WELLS DRIVE, BOULDER CITY, NV 89005

Title Order No. 100570504-NV-MAI Trustee Sale No. 142298NV Loan No. 5304411811

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 08-07-2007, executed by THOMAS MOORE AND KIMBERLY MOORE, HUSBAND AND WIFE ALL AS JOINT TENANTS as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,(MERS), SOLELY AS NOMINEE FOR LENDER FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, AND LENDER'S SUCCESSORS AND ASSIGNS, under a Deed of Trust Recorded 08-10-2007, Book 20070810, Page , Instrument 0004068 of Official Records in the Office of the Recorder of CLARK County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE 05/01/2009 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.

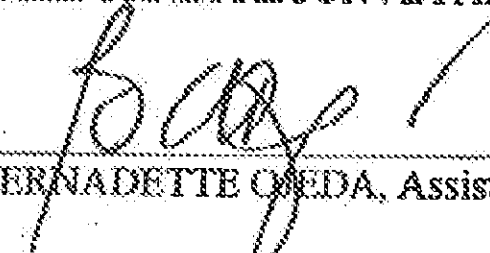
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 100570504-NV-MAI Trustee Sale No. 142298NV Loan No. 5304411811

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY JACKSONVILLE, FL 32256 800-848-9380.

Date: 9/22/2010

CALIFORNIA RECONVEYANCE COMPANY


BERNADETTE OJEDA, Assistant Secretary

BERNADETTE OJEDA

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

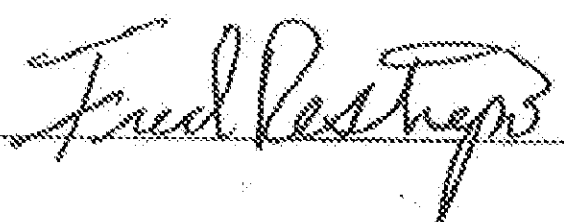
CALIFORNIA RECONVEYANCE
COMPANY IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

On 9/22/2010 before me, FRED RESTREPO, "Notary Public" personally appeared BERNADETTE OJEDA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)

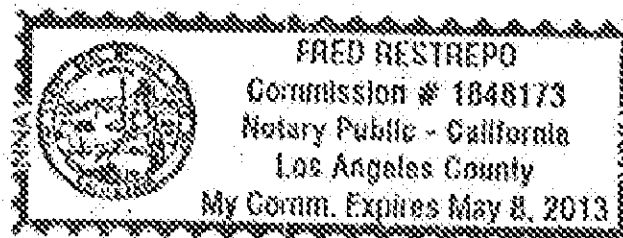


EXHIBIT "X"

APN#: 186-17-810-004

AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

Inst #: 201109140001493
Fees: \$215.00
N/C Fee: \$0.00
09/14/2011 11:32:39 AM
Receipt #: 812514
Requestor:
SPL INC - LA
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use only

Property Address: 1625 INDIAN WELLS DRIVE, BOULDER CITY, NV 89005

Title Order No. 100570504-NV-MAI Trustee Sale No. 142298NV START OVER Loan No. 5304411811

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 08-07-2007, executed by THOMAS MOORE AND KIMBERLY MOORE, HUSBAND AND WIFE ALL AS JOINT TENANTS as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,(MERS),ACTING SOLELY AS NOMINEE FOR LENDER FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION, AND LENDER'S SUCCESSORS AND ASSIGNS. under a Deed of Trust Recorded 08-10-2007, Book N/A, Page N/A, Instrument 20070810-0004068 of Official Records in the Office of the Recorder of CLARK County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE 05/01/2009 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.

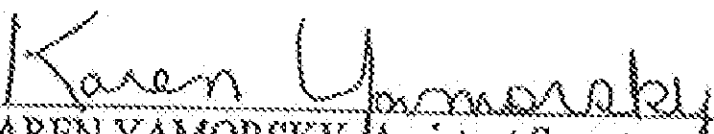
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 100570504-NV-MAI Trustee Sale No. 142298NV START OVER Loan No. 5304411811

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY, JACKSONVILLE, FL 32256, 800 892-6902.

Date: 9/13/2011

CALIFORNIA RECONVEYANCE COMPANY


KAREN YAMORSKY, Assistant Secretary

CALIFORNIA RECONVEYANCE COMPANY IS A
DEBT COLLECTOR ATTEMPTING TO COLLECT
A DEBT. ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 9/13/11 before me, VIOLETA SARKISSIAN, personally appeared KAREN YAMORSKY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



EXHIBIT “Y”

APN#: 138-09-412-010

AND WHEN RECORDED MAIL TO
CALIFORNIA RECONVEYANCE COMPANY
9200 Oakdale Avenue
Mail Stop: CA2-4379
Chatsworth, CA 91311
800-892-6902

Inst #: 201101210000121
Fees: \$216.00
N/C Fee: \$0.00
01/21/2011 08:01:48 AM
Receipt #: 649077
Requestor:
SPL INC - LA
Recorded By: GWC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use only

Property Address: : 3417 BEDFORDSHIRE PL, LAS VEGAS, NV 89129

Title Order No. 110036357-NV-MAI Trustee Sale No. 145082NV Loan No. 0687161018

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 11-15-2004, executed by SUSAN E KALLEN, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of WASHINGTON MUTUAL BANK, FA under a Deed of Trust Recorded 11-24-2004, Book 20041124, Page N/A, Instrument 0000791 of Official Records in the Office of the Recorder of CLARK County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE 07/01/2010 INSTALLMENT OF PRINCIPAL AND INTEREST AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF PRINCIPAL AND INTEREST; PLUS ANY ADDITIONAL ACCRUED AND UNPAID AMOUNTS INCLUDING, BUT NOT LIMITED TO, LATE CHARGES, ADVANCES, IMPOUNDS, TAXES, HAZARD INSURANCE, ADMINISTRATIVE FEES, INSUFFICIENT AND PARTIAL RETURN CHECK FEES, STATEMENT FEES, AND OBLIGATIONS SECURED BY PRIOR ENCUMBRANCES.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 110036357-NV-MAI Trustee Sale No. 145082NV Loan No. 0687161018

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 7301 BAYMEADOWS WAY JACKSONVILLE, FL 32256 800-848-9380.

Date: 1/20/2011

CALIFORNIA RECONVEYANCE COMPANY


TASHA ALEXANDER, Assistant Secretary

CALIFORNIA RECONVEYANCE
COMPANY IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL
BE USED FOR THAT PURPOSE.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 1/20/2011 before me, JESSICA ERIN SNEDDEN, "Notary Public" personally appeared TASHA ALEXANDER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

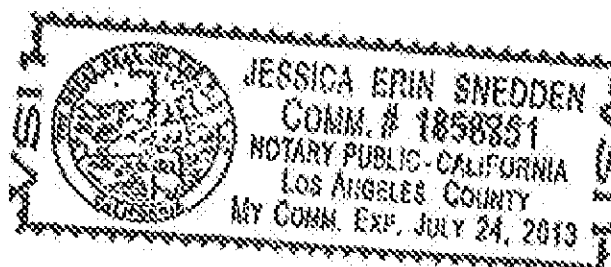


EXHIBIT "Z"

Inet #: 201109280003246

Fees: \$216.00

N/C Fee: \$0.00

09/28/2011 02:25:17 PM

Receipt #: 928428

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 11-01990-US-NV
Title Order No. : 110462569-NV-GTI

APN: 138-21-415-003

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal 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, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$13,349.58, as of 09/27/2011 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2

Notice of Default and Election to Sell Under Deed of Trust

NDSC File No. : 11-01990-US-NV

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

U.S. Bank Home Mortgage
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: Modification Specialist / 800/449-2051 Ext. 8525800

Property Address: 1628 ROYAL CANYON DRIVE, LAS VEGAS NV 89128

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 01/25/2001, executed by ROBERT MANDARICH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of HOME LOAN MORTGAGE CORPORATION, A CALIFORNIA CORPORATION as beneficiary recorded 02/05/2001 as Instrument No. 20010205-01582 (or Book, Page) and Re-Recorded on 12/20/2001 as Instrument No. 20011220-01578 (or Book, Page) for the reason of 'BORR NAME MISSING UNDER NOTARY' of the Official Records of CLARK County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$136,923.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 02/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.

Page 3

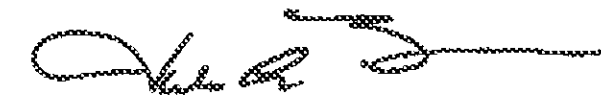
Notice of Default and Election to Sell Under Deed of Trust

NDSC File No. : 11-01990-US-NV

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : September 27, 2011

National Default Servicing Corporation, As Agent for U.S. Bank Home Mortgage



By: Julie A. Butler, Trustee Sales Supervisor

State of: Arizona

County of: Maricopa

On 9/27, 20 11, before me, Anissa D. Casto, a Notary Public for said State, personally appeared Julie A. Butler personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,

Signature



Anissa D. Casto



EXHIBIT “AA”

Inst #: 201201110001711

Fees: \$19.00

N/C Fee: \$0.00

01/11/2012 01:42:34 PM

Receipt #: 1033394

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 11-01990-US-NV
Title Order No. : 110462569-NV-GTI
APN No. : 138-21-415-003

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 01/25/2001 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by ROBERT MANDARICH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, dated 01/25/2001 and recorded 02/05/2001 as Instrument No. 20010205-01582 (or Book, Page) and Re-Recorded on 12/20/2001 as Instrument No. 20011220-01578 (or Book, Page) for the reason of 'BORR NAME MISSING UNDER NOTARY' of the Official Records of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 09/28/2011 as Instrument No. 201109280003246 (or Book, Page) of said Official Records, will sell on 01/31/2012 at 10:00 A.M. at:

At the front entrance to the Nevada Legal News 930 S. 4th St., Las Vegas, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

1628 ROYAL CANYON DRIVE
LAS VEGAS, NV 89128

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The estimated 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 publications of the Notice of Sale is \$147,981.96. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

Page 2

Notice of Trustee's Sale

NDSC File No. : 11-01990-US-NV

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state 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. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 01/10/2012

National Default Servicing Corporation

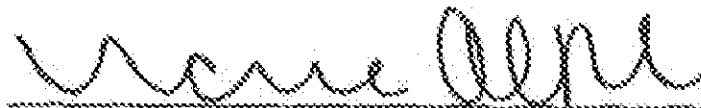
7720 N. 16th Street, Suite 300

Phoenix, AZ 85020

602-264-6101

Sales Line : 714-730-2727 Sales Website: www.ndscorp.com/sales

By:



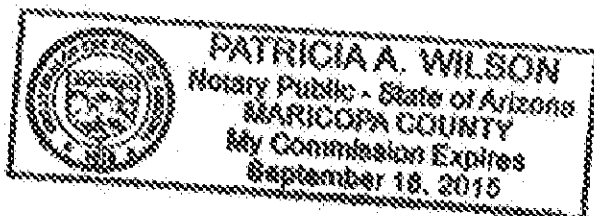
Nichole Alford, Trustee Sales Representative

State of: Arizona

County of: Maricopa

On 11/10 2012, before me, the undersigned, a Notary Public for said State, personally appeared Nichole Alford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature



Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 11-01990-US-NV
PROP. ADDRESS : 1628 ROYAL CANYON DRIVE
LAS VEGAS, NV 89128

COUNTY : CLARK

LEGAL DESCRIPTION :

LOT 3 IN BLOCK 1 OF BONITA CANYON UNIT NO. 1, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 58 OF PLATS, PAGE 39 IN THE OFFICE OF THE COUNTY RECORDER OF
CLARK COUNTY, NEVADA.

EXHIBIT “BB”

Inst #: 200911130004253

Fees: \$56.00

N/C Fee: \$0.00

11/13/2009 02:50:36 PM

Receipt #: 127734

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: STN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

LSI Title Company

WHEN RECORDED MAIL TO:

National Default Servicing Corporation

7720 N. 16th Street, Suite 300

Phoenix, AZ 85020

NDSC File No. : 09-34943-FF-NV

Loan No. : 0016074627

Title Order No. : 090796974

APN: 125-34-810-040

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal 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, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$7,803.56, as of 11/13/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

NDSC File No. : 09-34943-FF-NV

Loan No. : 0016074627

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

EMC Mortgage Corporation
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: Mike A Ruiz / 949-812-3177

Property Address: 4931 BLACK BEAR ROAD #104 , LAS VEGAS NV 89149-7719

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

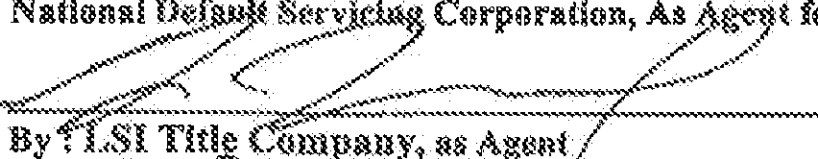
This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee, the duly appointed substituted Trustee or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 09/21/2006, executed by JAMES D. NICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. - NOMINEE FOR PARAMOUNT RESIDENTIAL MORTGAGE GROUP, INC. as beneficiary recorded 09/27/2006, as Instrument No. 20060927-0005900 (or Book, Inst.) of Official Records in the Office of the County Recorder of CLARK County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$175,200.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 08/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES.

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : November 13, 2009
National Default Servicing Corporation, As Agent for EMC Mortgage Corporation

By  Title Company, as Agent
Gary Trafford

State of: California
County of: Orange

On Nov 13, 2009, before me, Myriams Gaby Saez, Notary Public, personally appeared Gary Trafford, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Myriams Gaby Saez (Seal)
Myriams Gaby Saez

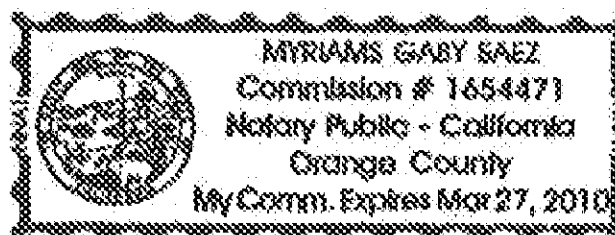


EXHIBIT “CC”

5

Inst #: 201103040002603

Fees: \$18.00

N/C Fee: \$0.00

03/04/2011 09:53:50 AM

Receipt #: 696048

Requestor:

CLARK RECORDING SERVICE

Recorded By: MAT Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 09-34943-FF-NV
Title Order No. : 090796974
APN No. : 125-34-810-040

148

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 09/21/2006 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by **JAMES D. NICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY**, dated 09/21/2006 and recorded 09/27/2006, as Instrument No. 20060927-0005900 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 11/13/2009 as Instrument No. 200911130004253 (or Book , Page) of said Official Records, will sell on 03/24/2011 at 10:00 A.M. at:

At the front entrance to the Nevada Legal News 930 S. 4th St., Las Vegas, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

NDSC File No. : 09-34943-FF-NV
APN No. : 125-34-810-040

The estimated 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 publications of the Notice of Sale is ~~\$196,011.25~~. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state 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. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 03/02/2011

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-730-2727 Sales Website: www.ndscorp.com/sales

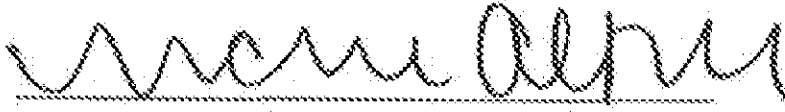
By: 
Nichole Alford, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 09-34943-FF-NV
PROP. ADDRESS : 4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719

COUNTY : CLARK

LEGAL DESCRIPTION :

PARCEL 1:

THE RESPECTIVE INTEREST ALLOCATED TO THE UNIT DESCRIBED IN PARCEL 1A AS TENANT-IN-COMMON IN THE COMMON ELEMENTS OF PAINTED DESERT LOT 5, AS SHOWN

BY MAP "PLAT" THEREOF ON FILE RECORDED IN BOOK 51 OF PLATS, PAGE 85, AND FURTHER DESCRIBED IN ARTICLE I, SECTION 1.1 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR

TURNING POINT COMMUNITY ASSOCIATION, RECORDED MAY 26, 1995 IN BOOK 950526 AS INSTRUMENT NO. 01118, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE FOLLOWING:

ALL UNITS AND ASSOCIATION PROPERTY WITHIN PAINTED DESERT LOT 5 AS SHOWN ON

THE PLAT.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA), AS SHOWN UPON THE PLAT REFERRED TO

ABOVE;

AND FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN ALL SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENTS ON, OVER,

AND ACROSS THE ASSOCIATION PROPERTY AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ABOVE, TO WHICH REFERENCE IS HEREAFTER MADE.

PARCEL 1A:

UNIT 102C IN BUILDING 8, OF THE PLAT AS REFERRED TO ABOVE.

PARCEL 1B:

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA) BEING DESCRIBED UPON THE PLAT AS BALCONIES, PATIOS, STAIRWAYS AND LANDINGS, AND STORAGE AREAS WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL 1A. PARCEL 1C: A NON-EXCLUSIVE EASEMENT ON AND OVER THE ASSOCIATION PROPERTY (AS DEFINED IN THE DECLARATION) FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS, EGRESS, AND THE USE OF THE AMENITIES LOCATED THEREON, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION. THIS EASEMENT IS APPURTENANT TO PARCELS 1, 1A, & 1B ABOVE DESCRIBED. THE ASSOCIATION PROPERTY IS FOR THE USE OF THE OWNERS AND GUESTS OF THE UNITS WHICH ARE SUBJECT TO THE DECLARATION, RULES, AND REGULATIONS OF THE ASSOCIATION AND ARE NOT FOR THE USE OF THE GENERAL PUBLIC..PARCEL 1D: A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE ON, OVER, AND UNDER THE ASSOCIATION PROPERTY IN SUBSEQUENT PHASES, WHICH EASEMENT SHALL BE EFFECTIVE ONLY UNTIL THE RECORDATION PROPR TO EXPIRATION OF RIGHT TO ANNEX OF A DECLARATION OF ANNEXATION DECLARING THE PHASES TO BE SUBJECT TO THE DECLARATION TO WHICH REQUIRED THE OWNERS OF CONDOMINIUMS IN SAID SUBSEQUENT PHASES TO BE MEMBERS OF THE ASSOCIATION

STATE OF ARIZONA
COUNTY OF MARICOPA

On 3/2, 2011, before me, Richard Michael Bowes, a Notary Public for said State, personally appeared Nichole Afford who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

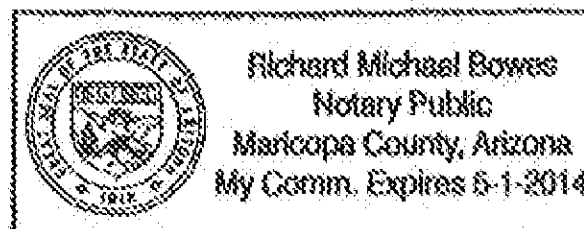
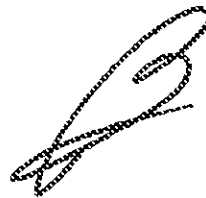


EXHIBIT “DD”

Inst #: 201106090000331

Fees: \$18.00

N/C Fee: \$0.00

06/09/2011 08:02:47 AM

Receipt #: 805488

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 09-34943-PF-NV
Title Order No. : 090796974
APN No. : 125-34-810-040

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 09/21/2006 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by JAMES D. NICO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, dated 09/21/2006 and recorded 09/27/2006, as Instrument No. 20060927-0005900 in Book , Page , of Official Records in the office of the County Recorder of CLARK County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 11/13/2009 as Instrument No. 200911130004253 (or Book , Page) of said Official Records, will sell on 07/21/2011 at 10:00 A.M. at:

At the front entrance to the Nevada Legal News 930 S. 4th St., Las Vegas, NV 89101

at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit A attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

NDSC File No. : 09-34943-FF-NV
APN No. : 125-34-810-040

The estimated 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 publications of the Notice of Sale is \$200,417.11. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state 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. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 06/07/2011

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-730-2727 Sales Website: www.ndscorp.com/sales

By:


Nichole Alford, TRUSTEE SALES REPRESENTATIVE

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 09-34943-FF-NV
PROP. ADDRESS : 4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719

COUNTY : CLARK

LEGAL DESCRIPTION :

PARCEL 1:

THE RESPECTIVE INTEREST ALLOCATED TO THE UNIT DESCRIBED IN PARCEL 1A AS TENANT-IN-COMMON IN THE COMMON ELEMENTS OF PAINTED DESERT LOT 5, AS SHOWN

BY MAP "PLAT" THEREOF ON FILE RECORDED IN BOOK 51 OF PLATS, PAGE 85, AND FURTHER DESCRIBED IN ARTICLE I, SECTION 1.1 OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR

TURNING POINT COMMUNITY ASSOCIATION, RECORDED MAY 26, 1995 IN BOOK 950526 AS INSTRUMENT NO. 01118, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE FOLLOWING:

ALL UNITS AND ASSOCIATION PROPERTY WITHIN PAINTED DESERT LOT 5 AS SHOWN ON

THE PLAT.

AND RESERVING THEREFROM:

THE RIGHT TO POSSESSION OF ALL THOSE AREAS DESIGNATED AS LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA), AS SHOWN UPON THE PLAT REFERRED TO

ABOVE;

AND FURTHER RESERVING THEREFROM, FOR THE BENEFIT OF THE OWNERS OF CONDOMINIUMS IN ALL SUBSEQUENT PHASES, NON-EXCLUSIVE EASEMENTS ON, OVER,

AND ACROSS THE ASSOCIATION PROPERTY AS DEFINED AND SHOWN UPON THE PLAT REFERRED TO ABOVE FOR INGRESS, EGRESS, AND RECREATIONAL USE, SUBJECT TO THE TERMS AND AS MORE PARTICULARLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REFERRED TO ABOVE, TO WHICH REFERENCE IS HEREAFTER MADE.

PARCEL 1A:

UNIT 102C IN BUILDING 8, OF THE PLAT AS REFERRED TO ABOVE.

PARCEL 1B:

THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF THE LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA) BEING DESCRIBED UPON THE PLAT AS BALCONIES, PATIOS, STAIRWAYS AND LANDINGS, AND STORAGE AREAS WHICH ARE APPURTENANT TO AND FOR THE EXCLUSIVE USE OF PARCEL 1A.

PARCEL 1C:
A NON-EXCLUSIVE EASEMENT ON AND OVER THE ASSOCIATION PROPERTY (AS DEFINED IN THE DECLARATION) FOR ACCESS, USE, OCCUPANCY, ENJOYMENT, INGRESS, EGRESS, AND THE USE OF THE AMENITIES LOCATED THEREON, SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION. THIS EASEMENT IS APPURTENANT TO PARCELS 1, 1A, & 1B ABOVE DESCRIBED. THE ASSOCIATION PROPERTY IS FOR THE USE OF THE OWNERS AND GUESTS OF THE UNITS WHICH ARE SUBJECT TO THE DECLARATION, RULES, AND REGULATIONS OF THE ASSOCIATION AND ARE NOT FOR THE USE OF THE GENERAL PUBLIC.

PARCEL 1D:
A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND RECREATIONAL USE ON, OVER, AND UNDER THE ASSOCIATION PROPERTY IN SUBSEQUENT PHASES, WHICH EASEMENT SHALL BE EFFECTIVE ONLY UNTIL THE RECORDATION PROPR TO EXPIRATION OF RIGHT TO ANNEX OF A DECLARATION OF ANNEXATION DECLARING THE PHASES TO BE SUBJECT TO THE DECLARATION TO WHICH REQUIRED THE OWNERS OF CONDOMINIUMS IN SAID SUBSEQUENT PHASES TO BE MEMBERS OF THE ASSOCIATION

STATE OF ARIZONA
COUNTY OF MARICOPA

On 4/7, 2011, before me, Jan Claxton, a Notary Public for said State, personally appeared Nichole Alford who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Jan Claxton

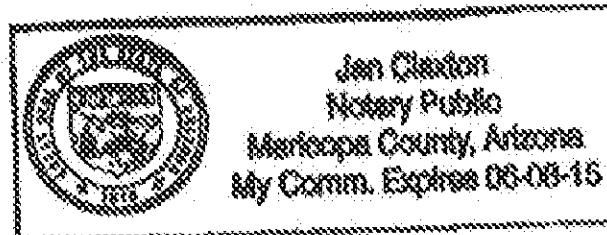


EXHIBIT “EE”



20090626-0002480

Fee: \$15.00 RPTT: \$0.00

N/C Fee: \$0.00

06/26/2009 11:43:35

T20090223630

Requestor:

FIDELITY NATIONAL DEFAULT SO

Debbie Conway ANI

Clark County Recorder Pgs: 2

AP No(s): 162-04-311-025

Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

The undersigned hereby affirm that there is no
Social Security number contained in this document

TS # NV-07-97001-SH

Order # T764127

Space above this line for recorders use only

Loan # 37058823

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/23/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **PATTY SEGURA, a married woman as her sole and separate property**
Recorded: **3/1/2005 as Instrument No. 0003922 in book 20050301, page xxx of Official Records in the office of the Recorder of CLARK County, Nevada;**
Date of Sale: **7/17/2009 at 10:00 AM**
Place of Sale: **At the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101**
Amount of unpaid balance and other charges: **\$366,673.34**
The purported property address is: **1801 Loch Lomond Way
Las Vegas, NV 89102**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said

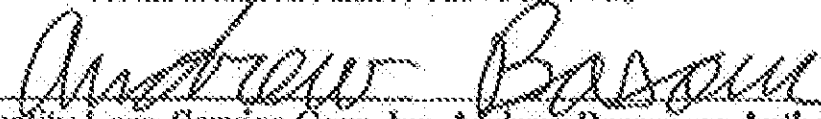
property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Date: 6/22/2009

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727 or Login to:
www.fidelityasap.com
TS # : NV-07-97001-SH
Reinstatement Line: 619-645-7711


Quality Loan Service Corp. by: Andrew Basom, as Authorized Agent.

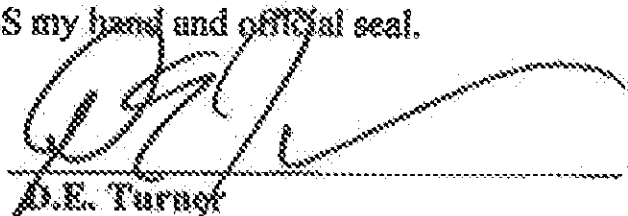
State of California)
County of San Diego)

On 6/22/09 before me, D.E. Turner a Notary Public, personally appeared Andrew Basom who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

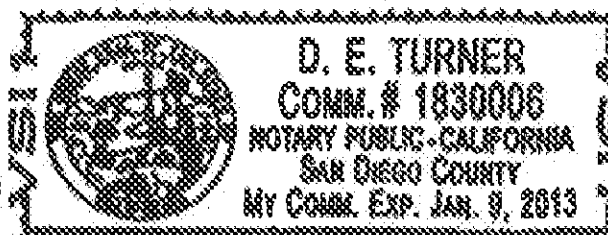
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature


D.E. Turner

(Seal)



If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

CERTIFICATE OF SERVICE

I, hereby certify that on November 24, 2015, I served a true and correct copy of the foregoing **SECOND AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, KIM MOORE, THOMAS MOORE, SUSAN KALLEN, ROBERT MANDARICH and JAMES NICO**, on counsel by e-mail transmission to the persons listed below, pursuant to EDCR 8.05(a):

Kristen Schuler-Hintz
Melissa Robbins Coutts, Esq.
McCarthy & Holthus
1770 Fourth Avenue
San Diego, CA 92101
(619) 685-4800
(619) 685-4811 (fax)
mcoutts@mccarthyholthus.com
khintz@mccarthyholthus.com
www.McCarthyHolthus.com

Represents: QUALITY LOAN SERVICE CORP. et al

Richard J. Reynolds, Esq.
Fabio Cabezas, Esq.
Nevada State Bar No. 11864
Burke, Williams & Sorrenson, LLP

1851 East First Street, Suite 1550
Santa Ana, California 92705
(949) 863-3363
(949) 474-6907 (fax)
rreynolds@bwslaw.com
gtooley@trlawyers.com

Michael Sullivan, Esq.
Nevada State Bar No. 5142
ROBISON, BELAUSTEGUI, SHARP & LOW
71 Washington Street
Reno, NV 89503
(775) 329-3151
(775) 329-7941 (fax)
msullivan@rbsllaw.com

Attorneys for Defendant, MTC FINANCIAL, INC. dba TRUSTEE CORPS
(erroneously sued as MTC FINANCIAL, INC. dba TRUSEE CORPS)

Michael R. Brooks, Esq.
I-Che Lai, Esq.
BROOKS HUBLEYLLP
1645 Village Center Circle, Suite 200
Las Vegas, NV 89134-6372
(702) 851-1191 x 125
(702) 851-1198 (fax)
ilai@brooksbauer.com
mbrooks@brookshubley.com

Represents: MERIDIAN FORECLOSURE SERVICE

Gregory L. Wilde, Esq.
Kevin S. Soderstrom, Esq.
TIFFANY & BOSCO, P.A.
212 S. Jones Boulevard
Las Vegas, NV 89017
(702) 258-8200
(702) 258-8787 (fax)
glw@tblaw.com
almccconnell@tblaw.com

Represents: NATIONAL DEFAULT SERVICING CORPORATION

Lawrence G. Scarborough, Esq.
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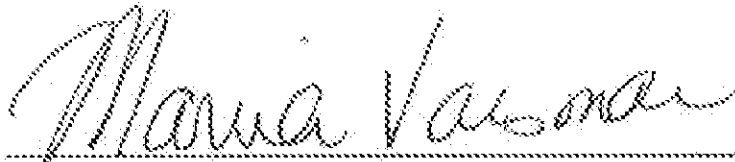
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DISTRICT COURT**CLARK COUNTY, NEVADA**

JEFFREY BENKO, a Nevada resident; CAMILO MARTINEZ, a Nevada resident; ANA MARTINEZ, a Nevada resident; FRANK SCINTA, a Nevada resident; JACQUELINE SCINTA, a Nevada resident; SUSAN HJORTH, a Nevada resident; RAYMOND SANSOTA, a Ohio resident; FRANCINE SANSOTA, a Ohio resident; SANDRA KUHN, a Nevada resident; JESUS GOMEZ, a Nevada resident; SILVIA GOMEZ, a Nevada resident; DONNA HERRERA, a Nevada resident; ANTOINETTE GILL, a Nevada resident; JESSE HENNIGAN, a Nevada resident; KIM MOORE, a Nevada resident; THOMAS MOORE, a Nevada resident,

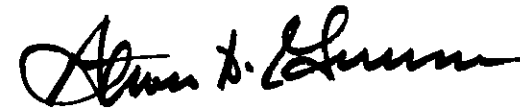
Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION, a California Corporation; APPLETON PROPERTIES, LLC, a Nevada Limited Liability Company; MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation; MERIDIAN FORECLOSURE SERVICE, a California and Nevada Corporation dba MTDS, Inc., dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING CORPORATION; a Arizona Corporation, CALIFORNIA RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

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CLERK OF THE COURT

Case No.: A-11-649857-C
Dept. No.: XXIX
(ELECTRONIC FILING CASE)

**DEFENDANTS' JOINT MOTION
TO DISMISS PLAINTIFFS'
SECOND AMENDED
COMPLAINT**

Defendants Quality Loan Service Corporation ("QLS"), MTC Financial, Inc. ("MTC"), Meridian Foreclosure Service ("Meridian"), National Default Servicing Corporation ("NDSC"), and California Reconveyance Company ("CRC") (collectively, "Defendants"), by and through undersigned counsel, hereby move to dismiss the Second Amended Complaint (the "SAC") of Plaintiffs Jeffrey Benko, Camilo Martinez, Ana Martinez, Frank Scinta, Susan Hjorth, Raymond Sansota, Francine Sansota, Sandra Kuhn, Jesus Gomez, Silvia Gomez, Donna Herrera, Jesse Hennigan, Kim Moore, Thomas Moore, Susan Kallen, Robert Mandarich and James Nico pursuant to NRCP 12(b)(5).

The premise underlying Plaintiffs' claims has been rejected by a sister court, is not supported by the relevant statutes, has been rejected by numerous federal district court decisions, and is subject to the doctrine of issue preclusion. Aside from this fundamental failing, the SAC fails to state any facts satisfying the causation and damage elements of consumer fraud, fails to allege a claim for unjust enrichment because the claim is based on an express contract, and fails to support a claim for elder abuse. Because Plaintiffs fail to state any claim upon which relief can be granted, the Court should dismiss the SAC in its entirety.

This motion is supported by the accompanying memorandum, the arguments of counsel, and the Declaration of Katie M. Weber in Support of Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended Complaint ("Counsel Decl."), attached hereto as Exhibit A.

DATED this 18th day of December, 2015.

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By: /s/ Kristin A. Schuler-Hintz

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Attorneys for Defendant National Default
Servicing Corporation

NOTICE OF MOTION

TO: ALL PARTIES; and

TO: THEIR ATTORNEYS.

PLEASE TAKE NOTICE THAT the undersigned will bring Defendants' Joint Motion to Dismiss Plaintiffs' Second Amended Complaint on for hearing on the 22nd day of February, 2016, at the hour of 10:00 a.m. of said day in Department XXIX of the above-entitled Court, or as soon thereafter as counsel may be heard.

DATED this 18th day of December, 2015.

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MEMORANDUM

Introduction

Plaintiffs are twenty individual borrowers who defaulted on their secured residential loans years ago and are facing non-judicial foreclosures or have had their properties foreclosed upon. Through this class action lawsuit, Plaintiffs seek to impose liability on five foreclosure trustees, based solely on the premise that engaging in non-judicial foreclosure activities by recording a notice of default or sale—actions expressly contemplated by the deeds of trust governing Plaintiffs’ real property loans—requires the Defendants to be licensed or hold certificates as collection agencies from the State of Nevada. A sister court considered this precise issue in *Quality Loan Service Corp. v. State of Nevada, Department of Business & Industry, Financial Institutions Division*, 2013 WL 6911859 (Nev. Dist. Ct. Jan. 3, 2013), entered detailed findings and conclusions that reject Plaintiffs’ position in this case, and held that foreclosure trustees engaging in non-judicial foreclosure activities are not collecting debts, are not collection agencies, and are not subject to Nevada licensing requirements for collection agencies. The Nevada state agency that brought that proceeding acquiesced in that result, elected not to appeal to the Nevada Supreme Court, and has not pursued its licensing theory against any other foreclosure trustees.¹

The legislative scheme surrounding collection agencies and trustees also supports the determination in *Quality Loan* that trustees are not required to obtain Nevada licenses or certificates establishing them as collection agencies before recording foreclosure notices and engaging in non-judicial foreclosure activities. Any finding to the contrary would violate basic rules of statutory construction and fail to give effect to the full statutory scheme. In addition, a long line of Nevada federal court decisions holds that entities engaged in foreclosure activities are not engaging in debt collection activities and are not subject to Nevada licensing requirements for collection agencies. This result does not change even where the foreclosure trustees include language about debt collection in the publicly recorded notices, known in the trade as a “mini-

¹ A copy of the *Quality Loan* decision is attached hereto as Exhibit B.

1 Miranda” warning. As a matter of law, numerous courts have concluded that the inclusion of a
2 mini-Miranda warning in a foreclosure notice does not transform an entity into a debt collector.
3 As a result, and consistent with *Quality Loan*, Defendants are not required to be licensed or to
4 hold certificates as collection agencies.

5 The *Quality Loan* decision, which was brought by the Nevada Financial Institutions
6 Division (“FID”), is not only persuasive authority, but has a preclusive effect in this case. The
7 court in *Quality Loan* decided the precise issue presented here in a final judgment on the merits
8 that involved QLS, also a Defendant in this litigation. Although Plaintiffs were not parties in
9 *Quality Loan*, they were in privity with the State of Nevada, which represented Plaintiffs’
10 interests in arguing that foreclosure trustees engaging in non-judicial foreclosure activities are
11 engaging in collection of a claim and are collection agencies that must be licensed pursuant to
12 NRS 649.

13 Even if Defendants were somehow subject to Nevada licensing or certification
14 requirements, all three causes of action in the SAC independently fail to state a claim upon which
15 relief can be granted under NRCP 12(b)(5). First, Plaintiffs cannot state a cause of action for
16 consumer fraud because the SAC fails to allege facts satisfying the requisite elements of
17 causation and damage. There is no factual allegation that any of the Defendants’ alleged failure
18 to have a license or certificate of registration under NRS 649 caused Plaintiffs to suffer any actual
19 damages. In fact, based on the allegations of the SAC, a Defendant’s licensure or non-licensure
20 had no effect on the Plaintiffs whatsoever, and did not alter their obligations under their
21 respective deeds of trust. Second, because the express terms of the deeds of trust allow
22 foreclosure, there can be no unjust enrichment claim. Finally, the facts in the SAC do not support
23 a claim for elder abuse. The mere act of initiating foreclosure pursuant to a borrower’s deed of
24 trust does not automatically become illegal elder abuse once the borrower turns sixty years of age.

25 For all these reasons, the Court should grant Defendants’ motion and dismiss the SAC
26 with prejudice.

Background

Plaintiffs, who are twenty residential borrowers with loans secured by deeds of trust recorded against their respective properties, seek to represent a class of borrowers whose homes are in foreclosure or have been foreclosed upon. [SAC, ¶¶ 1-15, 25; Counsel Decl., Exs. A1-A16] Plaintiffs assert claims against five different Defendants: QLS, MTC, Meridian, NDSC, and CRC. [SAC, ¶¶ 16-20] The basis for the SAC is that the Defendants—all of which are or were the trustees under the respective deeds of trust securing Plaintiffs' properties—recorded foreclosure notices while simultaneously not holding Nevada licenses to engage in debt collection activities or having failed to register as foreign debt collection agencies. [*Id.*]²

Plaintiffs assert three distinct causes of action based on this singular contention. First, Plaintiffs allege that the act of publicly recording non-judicial foreclosure notices without a license or certificate constitutes a "deceptive trade practice" and "consumer fraud" as defined by NRS 598 and 41.600, respectively. [*Id.*, ¶¶ 36-37] Next, Plaintiffs contend that all five Defendants were "unjustly enriched" by their "respective illegal and improper collection agency activities." [*Id.*, ¶ 44] Finally, Plaintiffs contend that these identical facts, when alleged by individual borrowers over the age of 60, constitute elder abuse. [*Id.*, ¶¶ 49-51] Plaintiffs Sandra

² The SAC alleges five separate class actions based on each class member's relationship with one of the five Defendants—QLS, MTC, Meridian, NDSC, and CRC. [SAC, ¶ 27] The SAC alleges individualized facts concerning various Plaintiffs' knowledge of their potential causes of action in this lawsuit, disclosure of the causes of action in this lawsuit in bankruptcy proceedings, reopening of those bankruptcy proceedings, and actions by the bankruptcy trustees related to the asserted causes of action. [*Id.*, ¶¶ 1-15] Such varied facts against five different Defendants will pose serious class certification hurdles if this lawsuit proceeds beyond this motion to dismiss.

Defendants also have attached copies of the deeds of trust securing the Plaintiffs' residential properties. Defendants respectfully ask the Court to consider these documents because they form the basis of the SAC and they are appropriately subject to judicial notice. *Johnson v. Fed. Home Loan Mortg. Corp.*, 793 F.3d 1005, 1007-08 (9th Cir. 2015) (considering deed of trust at motion to dismiss stage even though it was not attached to the complaint because the complaint relies upon the deed of trust); *see also* NRS 47.130 (stating "facts subject to judicial notice are facts in issue or facts from which they may be inferred" and judicially noticed facts are "[c]apable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned"); *Caballero v. Seventh Jud. Dist. of State of Nev.*, 123 Nev. 316, 323 n.21-22, 167 P.3d 415, 419 n.21-22 (2007) (taking judicial notice of monthly report on statistics from the Eighth Judicial District Court's Interpreter's Office and annual state demographic report on population statistics because such facts are judicially noticeable under NRS 47.130).

1 Kuhn and Antoinette Gill allege elder abuse against Meridian, and Plaintiff Susan Kallen alleges
2 elder abuse against CRC. [*Id.*, ¶¶ 49-54] No other Plaintiffs allege elder abuse. [*See generally*
3 *id.*]

4 The allegations of the SAC appear not to dispute that Plaintiffs were in default on their
5 respective loans. [*See generally* SAC] The SAC also does not explain how the alleged failure to
6 obtain Nevada licensure affected Plaintiffs' obligations under their deeds of trust or otherwise
7 caused them any harm. [*See generally id.*]

8 Argument

9 I. APPLICABLE LEGAL STANDARD.

10 Dismissal is warranted under NRCP 12(b)(5) when the complaint fails to state a claim
11 upon which relief can be granted. "The test for determining whether the allegations of a
12 complaint are sufficient to assert a claim for relief is whether the allegations give fair notice of the
13 nature and basis of a legally sufficient claim and the relief requested." *Vacation Village, Inc. v.*
14 *Hitachi Am., Ltd.*, 110 Nev. 481, 484, 874 P.2d 744, 746 (1994). "To survive dismissal, a
15 complaint must contain some set of facts, which, if true, would entitle the plaintiff to relief." *In*
16 *re AMERCO Derivative Litig.*, 127 Nev. Adv. Rep. 17, 252 P.3d 681, 692 (2011) (quotations and
17 brackets omitted). "Dismissal is proper where the allegations are insufficient to establish the
18 elements of a claim for relief." *Hampe v. Foote*, 118 Nev. 405, 408, 47 P.3d 438, 439 (2002)
19 (affirming dismissal), *overruled in part on other grounds by Buzz Stew, LLC v. City of Las Vegas*,
20 124 Nev. 224, 181 P.3d 670 (2008).

21 II. DEFENDANTS ARE NOT REQUIRED TO HAVE LICENSES OR 22 CERTIFICATES OF REGISTRATION AS COLLECTION AGENCIES UNDER NEVADA LAW.

23 Defendants are foreclosure trustees engaging in non-judicial foreclosure activities by
24 publicly recording notices of default and sale. Despite the extensive statutory scheme under NRS
25 107 governing Defendants' non-judicial foreclosure activities, the entire SAC rests on the faulty
26 assertion—incorrect as a matter of law—that Defendants "pursued debt collection activities,"
27 such that they were required to be licensed or registered as collection agencies under NRS 649 to
28 engage in such non-judicial foreclosure activities.

1 NRS 649.075 requires a corporation to hold a license or certificate of registration as a
2 foreign collection agency if the corporation: (1) engages in the business of collecting claims; and
3 (2) does so in the state of Nevada. “[A] person shall not conduct within this State a collection
4 agency or engage within this State in the business of collecting claims for others” without a
5 license. NRS 649.075(1). Section 649.020(1) defines “collection agency” as “all persons
6 engaging, directly or indirectly, and as a primary or a secondary object, business, or pursuit, in the
7 collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or
8 asserted to be owed or due to another.”

9 The Nevada Legislature enacted Chapter 649 to “[b]ring licensed collection agencies and
10 their personnel under more stringent public supervision” and “[d]iscourage improper and abusive
11 collection methods.” NRS 649.045(2)(a), (c). By its terms, a “collection agency” does *not*
12 include the non-judicial foreclosure actions of a trustee acting pursuant to a deed of trust and the
13 statutory procedures for non-judicial foreclosure under NRS 107. Enforcement of a security
14 interest is not the collection of a claim and does not render Defendants collection agencies.

15 **A. Another Nevada Court Has Determined That Foreclosure Trustees Are Not**
16 **Collection Agencies And Are Not Required To Have Licenses Or Certificates**
Of Registration Pursuant To NRS 649.075.

17 Whether a foreclosure trustee exercising the power of sale must be licensed as a collection
18 agency has already been fully and fairly litigated to a final judgment in the Nevada courts. In
19 2012, an administrative adjudication by the FID (“FID Decision”) determined that QLS—a
20 trustee engaging in foreclosure activities under NRS 107 and a Defendant in this litigation—was
21 a collection agency subject to the Nevada licensure requirement set forth in NRS 649.075. On
22 review, a sister court overturned the FID Decision on January 3, 2013. In *Quality Loan*, the state
23 court scrutinized the legislative history of the various Nevada statutes implicated in this
24 determination, and held squarely that “a Trustee’s exercise of the power of sale under NRS 107 is
25 *not* the collection of a debt or claim under NRS Chapter 649, and therefore a Trustee who is only
26 exercising the power of sale under NRS Chapter 107 is not required to obtain a license from the
27 FID as a collection agency.” *Id.* at *3 (emphasis added).

28 As the court explained, “[b]ecause of the unique nature of real property, the use of a Deed

1 of Trust to hold such real property as security for a real estate loan (which includes the Trustee's
2 power of sale by the contractual consent of the borrower), a Deed of Trust is not a 'claim' or
3 'debt' as defined by NRS chapter 649." *Id.* Similarly, "[t]he notices required by NRS Chapter
4 107 in the event of default by the borrower are *not* the solicitation of payment of a debt or claim."
5 *Id.* (emphasis added). The court concluded: "NRS chapter 649 does not apply to the exercise of
6 the power of sale under a Deed of Trust. Rather, only NRS Chapter 107 regulates the exercise of
7 the power of sale pursuant to a Deed of Trust." *Id.*

8 In overturning the FID Decision, the court explicitly held that the "Cease and Desist Order
9 issued herein by the FID in 2010 and the Decision of the FID issued herein in 2012 are void *ab*
10 *initio* due to legal error by the FID." *Id.* (emphasis in original). The court made this
11 determination pursuant to the court's authority under NRS 223B.135, which allows for judicial
12 review and reversal of any erroneous administrative agency decision. *Id.* The *Quality Loan*
13 decision squarely demonstrates that foreclosure trustees engaging in non-judicial foreclosure
14 activities, like QLS and the other Defendants in this action, are not collecting claims and are not
15 collection agencies under Nevada law. Defendants do not need to be licensed or hold certificates
16 as collection agencies to engage in non-judicial foreclosure activities.

17 Here, no party or body had a greater interest in the licensing of collection agencies than
18 the FID, an arm of the State of Nevada. Yet, when the Nevada state court overturned the FID
19 Decision, it chose to accept the decision on behalf of the state and chose not to seek review by the
20 Nevada Supreme Court. The FID has not tried to force any other Defendant to obtain a license
21 and has not initiated any enforcement actions against foreclosure trustees following the *Quality*
22 *Loan* decision. This ought to speak volumes to this Court. If the FID and the State of Nevada
23 elected to abandon the argument that foreclosure trustees must be licensed as collection agencies
24 to perform non-judicial foreclosure activities, then Plaintiffs ought not to succeed with the
25 argument either. *Quality Loan* is a binding determination that foreclosure trustees performing
26 non-judicial foreclosure activities are not collection agencies and do not need to be licensed or
27 hold certificates as collection agencies under NRS 649.

1 **B. Proper Interpretation Of NRS 649 And NRS 107 Demonstrate That**
2 **Defendants Are Not Collection Agencies And Are Not Required To Have**
3 **Licenses Or Certificates.**

4 **1. The *Quality Loan* Decision is Consistent with NRS 649.**

5 Review of the statutory scheme for collection agencies and foreclosure supports the
6 determination in *Quality Loan* that enforcement of a security interest is not the collection of a
7 claim. Had the legislature intended to make a trustee's enforcement of a security interest
8 pursuant to non-judicial foreclosure a collection agency activity, the statute would have explicitly
9 identified such activity within the definition of a "collection agency." Indeed, the statute does
10 just that as it relates to community managers, who are individuals managing such things as
11 common-interest communities. NRS 116.023; NRS 116B.050. Specifically, NRS 649.020
12 identifies a "community manager" who "performs or offers to perform any act associated with the
13 foreclosure of a lien," pursuant to Chapter 116, as a "collection agency." NRS 649.020(3)(a).
14 "The maxim 'ESPRESSIO UNIUS EST EXCLUSIO ALTERIUS,' the expression of one thing is
15 the exclusion of another, has been repeatedly confirmed in this State." *Cramer v. State Dep't of*
16 *Motor Vehicles*, 126 Nev. Adv. Rep. 38, 240 P.3d 8, 12 (2010) (applying the presumption)
17 (citations omitted); *see also O'Callaghan v. Eighth Judicial Dist. Court of the State of Nev.*, 89
18 Nev. 33, 35, 505 P.2d 1215, 1216 (1973) ("That which is enumerated excludes that which is
19 not"); *State v. Boerlin*, 38 Nev. 39, 45, 144 P. 738, 740 (1914) ("In the construction of a statute in
20 which certain things are enumerated, other things are to be excluded"). Thus, the statute's
21 explicit enumeration of foreclosure activities for community managers demonstrates that
22 Defendants' non-judicial foreclosure activities to enforce a security interest, including the public
23 recording of notices of default and notices of sale, do not transmute Defendants into "collection
24 agencies."

25 As indicated above, in enacting NRS 649, the legislature sought to "[b]ring licensed
26 collection agencies and their personnel under more stringent public supervision" and
27 "[d]iscourage improper and abusive collection methods." NRS 649.045(2)(a), (c). Aside from
28 the alleged failure of Defendants to possess a license, the SAC does not allege that Defendants'
public recordings of the notices of default or sale were abusive, improper, or in need of more

1 public supervision. Indeed, the SAC contains no allegations that Defendants made repeated late-
2 night telephone calls, threatened to contact Plaintiffs' families, or committed any acts commonly
3 cited as abusive and harassing in typical collection agency cases. Defendants only sought to
4 enforce the security interest under the deeds of trust executed by Plaintiffs. Pursuant to the plain
5 language of NRS 649 and based on the allegations contained in the SAC, Defendants are not
6 collection agencies and are not required to hold a license or certificate in order to operate in
7 Nevada.

8 2. **The *Quality Loan* Decision is Consistent with NRS 107.**

9 The determination in *Quality Loan* is in accord with the statutory scheme governing
10 foreclosure trustees under NRS 107. Under this statutory scheme, the Nevada Legislature
11 explicitly identified the ten persons or entities capable of serving as a foreclosure trustee. NRS
12 107.028 provides that "the trustee under a deed of trust must be:"

- 13 (a) An attorney licensed to practice law in this State;
- 14 (b) A title insurer or title agent authorized to do business in this State pursuant to
chapter 692A or NRS;
- 15 (c) A person licensed pursuant to chapter 669 of NRS;
- 16 (d) A domestic or foreign entity which holds a current state business license
issued by the Secretary of State pursuant to chapter 76 of NRS;
- 17 (e) A person who does business under the laws of this State, the United States or
another state relating to banks, savings banks, savings and loan associations or
thrift companies;
- 18 (f) A person who is appointed as a fiduciary pursuant to NRS 662.245;
- 19 (g) A person who acts as a registered agent for a domestic or foreign corporation,
limited-liability company, limited partnership or limited-liability partnership;
- 20 (h) A person who acts as a trustee of a trust holding real property for the primary
purpose of facilitating any transaction with respect to real estate if he or she is not
regularly engaged in the business of acting as a trustee for such trusts;
- 21 (i) A person who engages in the business of a collection agency pursuant to
chapter 649 of NRS; or
- 22 (j) A person who engages in the business of an escrow agency, escrow agent or
escrow officer pursuant to the provisions of chapter 645A or 692A of NRS.

23 NRS 107.028(1).

24 That a collection agency is one of the ten types of persons or entities capable of serving as
25 a trustee does not mean that trustees engaging in non-judicial foreclosure activities are collection
26 agencies. To the contrary, Plaintiffs' interpretation would render superfluous and meaningless
27 the other nine types of persons and entities the legislature enumerated as trustee-eligible. Courts
28 "avoid statutory interpretation that renders language meaningless or superfluous." *Hobbs v. State*,

127 Nev. Adv. Rep. 18, 251 P.3d 177, 179 (2011) (refusing to endorse interpretation of statute that rendered word in the statute meaningless). When determining the “plain meaning of a statute,” the Court must “read its provisions as a whole and give effect to each of its words and phrases.” *Davis v. Beling*, 128 Nev. Adv. Rep. 28, 278 P.3d 501, 508-09 (2012) (interpreting statute to give effect to the full provision and intent of the statute). Had the legislature wanted all trustees to be collection agencies and wanted performance of non-judicial foreclosure activities to constitute collection of a claim, then the statute would have specified that only one who engages in the business of a collection agency pursuant to Chapter 649 of NRS may serve as a trustee. The statute does not impose any such limitation, and the Court should give full effect and meaning to the ten types of persons and entities the legislature permitted to serve as trustees under deeds of trust.

Moreover, the legislative history accompanying NRS 107.028(1) further demonstrates the legislature did not intend for trustees engaging in non-judicial foreclosure activities to constitute collection agencies. The original enactment of NRS 107.028(1) was part of Assembly Bill No. 284, which did not enumerate a collection agency as a possible trustee. A few months later, the legislature approved Amendment No. 824 to Assembly Bill No. 273, which added language about collection agencies and six other types of trustee-eligible persons or entities. As stated in the legislative history:

Amendment 824 expands those provisions in Assembly Bill No. 284 so that a trustee under a deed of trust may be a domestic or foreign entity which holds a current state business license or certain persons who are exempt from having to obtain a license as a trust company but are authorized to be a trustee under a deed of trust. They include a person who does business relating to banks, savings and loan associations, or thrift companies, a person appointed as fiduciary, a trustee of a trust that is holding real property for the purpose of facilitation real estate transaction or a registered agent, collection agency or escrow agent.

Nevada State Legislature, *Journal of the Senate* (5/30/11) at 4284.

When another senator asked for someone to “explain this amendment and its intent more,” one of the drafters of Assembly Bill No. 273 stated:

It clarifies who can act as a trustee under a deed of trust for a residential property. There was a concern that there were certain small, family owned businesses in this State that would have been put out of business by Assembly Bill No. 284.

We want to make certain this does not happen. This clarifies Assembly Bill No. 284 so we do not put businesses out of business.

Id.

The legislature did not intend for trustees engaging in non-judicial foreclosure activities to constitute collection agencies. To the contrary, had the legislature not enacted Assembly Bill No. 277, it believed collection agencies and certain other businesses in Nevada would be displaced from service as trustees. Nothing in the legislative history or the text of NRS 107 supports a finding that trustees engaging in non-judicial foreclosure activities are engaging in the collection of a claim and must be licensed or hold certificates as collection agencies.³

The legislative history and text of NRS 107 are consistent with and support the decision in *Quality Loan*. As held in *Quality Loan*:

- “[A] Deed of Trust is not a ‘claim’ or ‘debt’ as defined by NRS Chapter 649. *Id.* at *3.
- “[T]he exercise of the power of sale by a Trustee under NRS Chapter 107, including giving the required notices and conducting sale of the real property held as security, is not the collection of debt or claim or the solicitation of payment of a debt or claim under NRS Chapter 649.” *Id.* at *2.
- “[A] Trustee exercising the power of sale pursuant to the procedures set forth in NRS chapter 107 is not required to obtain a license as a ‘collection agency’ from the FID prior to exercising the power of sale under a Deed of Trust.” *Id.*
- “The FID has no regulatory, licensing or enforcement authority over a Trustee’s exercise of the power of sale pursuant to NRS chapter 107.” *Id.* at *3.

In accordance with NRS 107, NRS 649, and *Quality Loan*, this Court should dismiss the SAC in its entirety and similarly conclude that Defendants’ non-judicial foreclosure activities do not constitute the collection of a claim, do not result in Defendants acting as collection agencies, and

³ While not necessary to this Court’s decision, a common-sense distinction separates a foreclosure trustee from a collection agency. Trustees act impartially when engaging in non-judicial foreclosure activities. NRS 107.028(5) (“The trustee does not have a fiduciary obligation to the grantor or any other person having an interest in the property which is subject to the deed of trust. The trustee shall act impartially and in good faith with respect to the deed of trust and act in accordance with the laws of this State”). Collection agencies engaging in collection of a claim must be partial to the person owed the debt and engage in dogged pursuit to collect the claim; as a result, foreclosure activities are not part of the claim collection process.

1 do not result in Defendants needing to be licensed or hold certificates as collection agencies under
2 NRS 649.

3 **C. Numerous Federal Court Decisions Hold Foreclosure Activities Do Not**
4 **Constitute Debt Collection.**

5 A number of federal district courts in Nevada have similarly concluded that engaging in
6 non-judicial foreclosure activities is not debt collection and does not require licensure under NRS
7 649. *See, e.g., Padilla v. PNC Mortg.*, 2011 WL 3585484, at *4 (D. Nev. Aug. 15, 2011)
8 (dismissing deceptive trade practice claim against foreclosure entity for alleged failure to have a
9 state license because “it is well established that non judicial foreclosures are not an attempt to
10 collect a debt under the Fair Debt Collection Practice Act and similar state statutes”); *Erickson v.*
11 *PNC Mortg.*, 2011 WL 1626582, at *3 (D. Nev. Apr. 27, 2011) (dismissing deceptive trade
12 practices claim and holding that “[a] foreclosure trustee does not have to be licensed to record a
13 notice of default because a foreclosure trustee is not a debt collector”); *Smith v. Community*
14 *Lending, Inc.*, 773 F. Supp. 2d 941, 944 (D. Nev. 2011) (dismissing deceptive trade practices
15 claim based on “the allegation that the foreclosing entities did not have a ‘collector’s license’”
16 because foreclosure does not constitute a debt collection activity); *Camacho-Villa v. Great W.*
17 *Home Loans*, 2011 WL 1103681, at *5 (D. Nev. Mar. 23, 2011) (concluding that servicing a
18 mortgage and initiating foreclosure pursuant to a deed of trust do not constitute debt collection
19 under NRS 649); *Karl v. Quality Loan Serv. Corp.*, 759 F. Supp. 2d 1240, 1248 (D. Nev. 2010)
20 (rejecting deceptive trade practices claim against QLS for allegedly conducting debt collection
21 activities in Nevada without the requisite license by recording a notice of default because QLS
22 “was not acting as a debt collector [and] did not need to be licensed as one”), *aff’d*, 2014 U.S.
23 App. LEXIS 1559 (9th Cir. 2014); *Maves v. First Horizon Home Loans*, 2010 WL 3724264, at *3
24 (D. Nev. Sept. 15, 2010) (dismissing deceptive trade practices claim under NRS 598.0923(1)
25 against foreclosure trustee for alleged failure to have a collection agency license because “[a]
26 foreclosure trustee does not have to be licensed to record a notice of default because a foreclosure
27 trustee is not a debt collector”).

28 These district court decisions analyzed NRS 598.0923(1), which provides that it is a

1 deceptive trade practice for a company to knowingly conduct business without all required state,
2 county or city licenses. NRS 649.075 is the *only* statute that requires licensure for operation of a
3 collection agency; there is no companion licensure provision in the Fair Debt Collection Practices
4 Act (“FDCPA”). Consequently, these courts examined the applicability of NRS 649.075 when
5 they determined that the defendants in those cases were not subject to the licensure requirements.

6 Plaintiffs’ attempt to circumvent the long line of cases rejecting such a foreclosure defense
7 by recasting the same deficient premise under new causes of action cannot succeed.

8 **D. The Mini-Miranda Warnings Are Immaterial.**

9 The SAC points to language about debt collection in the publicly recorded notices, but this
10 language does not make Defendants collection agencies. [SAC, ¶¶ 1-15, 23f] Such language is
11 frequently referred to as a “mini-Miranda” warning, which is a required disclosure of all debt
12 collectors under the FDCPA. 15 U.S.C. § 1692e(11). That foreclosure trustees are overly
13 cautious and include mini-Miranda warnings in publicly recorded documents does not make them
14 debt collectors. *E.g., Boosahda v. Providence Dane LLC*, 462 Fed. Appx. 331, 334 (4th Cir.
15 2012) (“Put simply, a debt collector should not be penalized for taking the precaution of including
16 the disclaimer within its initial written communication to debtor, in the event the debt is subject to
17 the FDCPA”); *Hightower-Henne v. Gelman*, 2012 WL 95208, at *7-9 (D. Colo. Jan. 12, 2012)
18 (holding lawyer was not a debt collector under FDCPA even though his communications to
19 plaintiff contained mini-Miranda warnings); *New-Howard v. JPMorgan Chase Bank N.A.*, 2013
20 U.S. Dist. LEXIS 164882, at *25 (E.D. Pa. Nov. 20, 2013) (holding inclusion of mini-Miranda
21 warnings in communications to plaintiffs did not alter conclusion that defendant and its acquired
22 entity are not debt collectors under the FDCPA). Indeed, trustees engaging in non-judicial
23 foreclosure activities are not debt collectors under the FDCPA. *E.g., Cave v. National Default*
24 *Servicing Corp.*, 2015 U.S. Dist. LEXIS 81217, at *12 (D. Nev. June 22, 2015) (“Plaintiff’s
25 claims against defendants must be dismissed because the defendants have undertaken activities
26 connected with the non-judicial foreclosure sale of the property at issue, and they are not
27 considered ‘debt collectors’ under the FDCPA”); *Tapia v. Cal-W. Reconveyance Corp.*, 2012
28 U.S. Dist. LEXIS 109429, at *21 (D. Nev. Aug. 6, 2012) (“As Defendants are foreclosing on the

1 Property pursuant to a Deed of Trust, they do not qualify as ‘debt collectors’ within the meaning
2 of the FDCPA”).

3 **E. Were That Not Enough, The Doctrine Of Issue Preclusion Forecloses**
4 **Plaintiffs’ Contention That Defendants Were Required To Have Licenses Or**
5 **Certificates Of Registration Pursuant To NRS 649.075.**

6 Issue preclusion, also known as collateral estoppel, is a doctrine that precludes relitigation
7 of issues already decided in another lawsuit. *Five Star Cap. Corp. v. Ruby*, 124 Nev. 1048, 1052,
8 194 P.3d 709, 711 (2008) (affirming district court’s grant of summary judgment based on the
9 doctrine of claim preclusion). For issue preclusion to apply: “(1) the issue decided in the prior
10 litigation must be identical to the issue presented in the current action; (2) the initial ruling must
11 have been on the merits and have become final; . . . (3) the party against whom the judgment is
12 asserted must have been a party *or in privity with a party* to the prior litigation; and (4) the issue
13 was actually and necessarily litigated.” *Id.* at 1055, 194 P.3d at 713 (quotations and citations
14 omitted; emphasis added); *see also Alcantara ex rel. Alcantara v. Wal-Mart Stores, Inc.*, 130
15 Nev. Adv. Rep. 28, 321 P.3d 912, 918-19 (2014) (affirming district court’s dismissal of action
16 based on the doctrine of issue preclusion). “[I]ssue preclusion is applied to conserve judicial
17 resources, maintain consistency, and avoid harassment or oppression of the adverse party.” *Id.* at
18 916.

19 Here, the doctrine of issue preclusion precludes Plaintiffs from relitigating the issue of
20 whether foreclosure trustees engaged in non-judicial foreclosure activities must be licensed as
21 collection agencies under NRS 649. The first, second, and fourth requirements for issue
22 preclusion are easily met. The issue decided in *Quality Loan* is identical to the collection agency
23 issue underlying this lawsuit that the State of Nevada and QLS actually and necessarily litigated
24 to a final judgment on the merits. *E.g., LaForge v. State of Nev., as the Univ. & Cmty. Coll. Sys.*
25 *of Nev.*, 116 Nev. 415, 421, 997 P.2d 130, 134 (2000) (“Because this common issue ‘was actually
26 litigated and determined by a valid and final judgment, the determination is conclusive in a
27 subsequent action between the parties’”) (citations omitted).

28 As to the third requirement for issue preclusion, Plaintiffs are considered to be in privity
with the State of Nevada in *Quality Loan*. In accordance with the *Restatement (Second) of*

1 *Judgments*, the Nevada Supreme Court recognizes that adequate representation of a party's
2 interest in a prior lawsuit establishes privity. *Alcantara*, 321 P.3d at 917-18 (“adopt[ing] the
3 Restatement (Second) of Judgments section 41’s examples of privity that arises when a plaintiffs
4 interests are being represented by someone else” and determining that section 41 “provides a
5 clear framework for determining whether privity exists under an adequate representation
6 analysis” for issue and claim preclusion).

7 Section 41 of the *Restatement (Second) of Judgments* states:

8 (1) A person who is not a party to an action but who is represented by a party is
9 bound by and entitled to the benefits of a judgment as though he were a party. A
person is represented by a party who is:

10 (a) The trustee of an estate or interest of which the person is a beneficiary;
or

11 (b) Invested by the person with authority to represent him in an action; or

12 (c) The executor, administrator, guardian, conservator, or similar fiduciary
manager of an interest of which the person is a beneficiary; or

13 **(d) An official or agency invested by law with authority to represent
the person’s interests; or**

14 (e) The representative of a class of persons similarly situated, designated
as such with the approval of the court, of which the person is a member.

15 (2) A person represented by a party to an action is bound by the judgment even
16 though the person himself does not have notice of the action, is not served with
process, or is not subject to service of process.

17 *Restatement (Second) of Judgments* § 41 (1982) (emphasis added).

18 Privity exists here because Plaintiffs were represented by “[a]n official or agency invested
19 by law with authority to represent the person’s interests.” *Id.* at § 41(1)(d); *Alcantara*, 321 P.3d
20 at 917. The Nevada State Legislature enacted NRS 649 to “[e]stablish a system of regulation to
21 ensure that persons using the services of a collection agency are *properly represented*” and to
22 “[b]ring licensed collection agencies and their personnel under more stringent *public supervision*”
23 because “[t]here exists in this State a need for more stringent regulatory control over collection
24 agencies to ensure that they are composed only of responsible and well qualified personnel.”
25 NRS 649.045 (emphasis added). The FID maintains a safe and sound financial institutions
26 system for the citizens and residents of Nevada that protects consumers and defends the public
27 interest. *See generally* NRS 657, 658, 659, 649; *see also* NRS 649.395(2)(a) (authorizing the FID
28 commissioner to “suspend or revoke the license of a collection agency without notice and hearing

1 if . . . [t]he suspension or revocation is necessary for the *immediate protection of the public*”) (emphasis added); NRS 649.196(1)(c) (authorizing the FID commissioner to determine whether
2 collection agency managers are able to “transact the business of a collection agency in a manner
3 which *protects the interests of the general public*”) (emphasis added); NAC 649.086 (authorizing
4 the FID commissioner to withhold information “*to protect the public welfare*”) (emphasis added);
5 NAC 649.220(4)(a)-(b) (authorizing the FID commissioner to revoke management of multiple
6 collection agencies if “[c]onfusion may exist in the *mind of the public*” or operation of the
7 collection agency business functions “may be deleterious or damaging to the *best interests of the*
8 *public*”) (emphasis added).

10 Under this system of regulation, the FID acts for the benefit of all Nevadans. In *Quality*
11 *Loan*, the FID acted for the benefit of the general public by arguing that foreclosure trustees
12 engaging in non-judicial foreclosure activities are collection agencies and must be licensed as
13 collection agencies pursuant to NRS 649. The Plaintiffs’ interests were represented in *Quality*
14 *Loan*, and Plaintiffs are considered to be in privity with the State of Nevada and the FID for
15 preclusion purposes.⁴

16 Decisions of other courts are in accord. For example, the California Court of Appeal in
17 *Rynsbarger v. Dairymen’s Fertilizer Cooperative, Inc.*, 72 Cal. Rptr. 102 (Ct. App. 1968),
18 determined that claim preclusion barred homeowners from maintaining a private nuisance suit
19 against a fertilizer plant following an unsuccessful action by the city against the fertilizer plant for
20 public nuisance. *Id.* at 276-78. The court held the homeowners were in privity with the city in
21 the public nuisance suit because the city represented the interests of the entire community. *Id.* at
22 277 (“[A]ppellants are precluded from converting what they formerly alleged to be a public
23 nuisance into a series of private nuisances”). As the court held: “Where statutory authority to sue
24

25 ⁴ QLS was a party in *Quality Loan* and is one of the five Defendants in this lawsuit. The
26 Nevada Supreme Court has adopted the doctrine of nonmutual claim preclusion, and there are no
27 grounds to believe the Nevada Supreme Court would not extend this holding to the doctrine of
28 nonmutual issue preclusion. *Weddell v. Sharp*, 131 Nev. Adv. Rep. 28, 350 P.3d 80, 85-86
(2015) (“In the interest of further promoting finality of litigation and judicial economy, we adopt
the doctrine of nonmutual claim preclusion, meaning that a defendant may validly use claim
preclusion as a defense”).

IN THE SUPREME COURT OF THE STATE OF NEVADA

JEFFREY BENKO, A NEVADA
RESIDENT; ET AL.,
Appellants,
v.
QUALITY LOAN SERVICE
CORPORATION, A CALIFORNIA
CORPORATION; ET AL.,
Respondents

Supreme Court No. 73484

District Court Case No. A-11-619857
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APPELLANTS' APPENDIX

VOLUME 1

**Appeal from Eighth Judicial District Court
Clark County, Nevada**

The Honorable William Kephart

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ALPHABETICAL INDEX

DATE	TITLE	VOLUME	PAGES
03/28/17	ANSWER OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS TO THIRD AMENDED COMPLAINT OF PLAINTIFFS	18	AA004237- AA004249
10/12/11	COMPLAINT FOR DAMAGES	1	AA000001- AA00013
01/03/17	DECLARATION OF KEIKO J. KOJIMA IN SUPPORT OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	10	AA002307- AA002322
09/28/16	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S ANSWER TO SECOND AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SIL VIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, KIM MOORE, THOMAS MOORE, SUSAN KALLEN, ROBERT MANDARICH AND JAMES NICO	5	AA001032- AA001045
01/03/17	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' MOTION TO LEAVE TO FILE THIRD AMENDED COMPLAINT	9	AA002199- AA002206
04/04/17	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' "MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS	18, 19	AA004561- AA004583

	THE THIRD AMENDED COMPLAINT”		
01/03/17	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY’S RESPONSE TO PLAINTIFFS’ MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9	AA002199- AA002206
12/18/15	DEFENDANTS’ JOINT MOTION TO DISMISS SECOND AMENDED COMPLAINT	1,2, & 3	AA000229- AA000628
10/24/16	DEFENDANTS’ JOINT MOTION TO STRIKE AND, IN THE ALTERNATIVE, OPPOSITION TO PLAINTIFFS’ MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS’ JOINT NRCP 12(B)(5) MOTIONS	6, 7, 8	AA001713- AA001769
02/05/16	DEFENDANTS’ JOINT REPLY IN SUPPORT OF DEFENDANTS’ JOINT MOTION TO DISMISS PLAINTIFFS’ SECOND AMENDED COMPLAINT	4	AA000757- AA000782
12/18/15	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS’ JOINDER IN DEFENDANTS’ JOINT MOTION TO DISMISS PLAINTIFFS’ SECOND AMENDED COMPLAINT; SUPPLEMENTAL MEMORANDUM OF POINT AND AUTHORITIES IN SUPPORT THEREOF	1,2, & 3	AA000629- AA000637
01/03/17	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS’ OPPOSITION TO PLAINTIFFS’ MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9	AA002207- AA002230
12/18/15	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS’ REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF JOINDER IN AND TO THE FOLLOWING: DEFENDANTS’ JOINT MOTION TO DISMISS PLAINTIFFS’		AA000638- AA000647

	SECOND AMENDED COMPLAINT		
12/19/11	FIRST AMENDED COMPLAINT FOR DAMAGES; PROOF OF SERVICE	1	AA00014- AA00031
07/20/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	4	AA000846- AA000906
09/21/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	4, 5	AA000907- AA001031
10/26/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	8	AA001770- AA001782
01/11/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	10, 11	AA002376- AA002508
02/17/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	15	AA003507- AA003536
03/08/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	16, 17	AA003979- AA003997
02/22/16	HEARING BEFORE THE HONORABLE SUSAN SCANN, DISTRICT COURT JUDGE	4	AA000783- AA000826
02/07/17	HEARING BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE	11	AA002509- AA002524
03/14/17	HEARING BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE	17	AA004010- AA004060
05/04/17	HEARING BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE	23	AA005600- AA005638
03/29/16	MTC FINANCIAL INC. DBA TRUSTEE	4	AA000835-

	CORPS' ANSWER TO SECOND AMENDED COMPLAINT		AA000845
04/04/17	NATIONAL DEFAULT SERVICING CORPORATION'S JOINDER TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' "MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE THIRD AMENDED COMPLAINT"	19	AA004584- AA004586
06/08/17	NOTICE OF ENTRY OF ORDER DISMISSING CASE AS A MATTER OF LAW AND DIRECTING JUDGMENT IN DEFENDANTS' FAVOR IN CONNECTION WITH PLAINTIFFS' THIRD AMENDED COMPLAINT WITH PREJUDICE	23	AA005642- AA005658
03/15/17	NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	17, 18	AA004225- AA004236
12/14/16	NOTICE OF PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	8, 9	AA001790- AA002096
03/29/17	NOTICE OF PLAINTIFFS' SUBMISSION OF EVIDENCE FOR PURPOSES OF MAY 4, 2017 HEARING	18	AA004553- AA004560
02/13/12	NOTICE OF REMOVAL	1	AA00032- AA00037
02/13/12	OPINION FROM THE NINTH CIRCUIT COURT OF APPEALS IN <i>BENKO V. QUALITY LOAN SERVICE CORP.</i>	1	AA00038- AA00068
06/07/17	ORDER DISMISSING CASE AS A	23	AA005642-

	MATTER OF LAW AND DIRECTING JUDGMENT IN DEFENDANTS' FAVOR IN CONNECTION WITH PLAINTIFFS' THIRD AMENDED COMPLAINT WITH PREJUDICE		AA005658
03/14/17	ORDER RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	17	AA004061- AA004064
10/21/15	ORDER OF REMAND FROM FEDERAL COURT	1	AA00088- AA00087
05/23/17	PLAINTIFFS' MAY 23, 2017 LETTER BRIEF TO COURT REGARDING PROPOSED ORDER	23	AA005639- AA005641
03/28/17	PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE TAC	18	AA004250- AA004552
10/07/16	PLAINTIFFS' MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT NRCP 12(B)(5) MOTIONS	5, 6, 7	AA001046- AA001712
07/05/17	PLAINTIFFS' NOTICE OF APPEAL OF COURT'S ORDER OF JUNE 7, 2017	23	AA005659- AA005665
04/24/17	PLAINTIFFS' NOTICE OF FILING DOCUMENTS UNDER SEAL IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT	21	AA004999- AA005007
03/07/17	PLAINTIFFS' OBJECTION AND RESPONSE TO QUALITY LOAN SERVICE CORPORATION'S OPPOSITION TO THE MOTION FOR PARTIAL SUMMARY JUDGMENT	15, 16	AA003686- AA003834
04/21/17	PLAINTIFFS' OPPOSITION TO	19, 20, 21	AA004659-

	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT		AA004998
01/18/16	PLAINTIFFS' OPPOSITION TO DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT; PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT	3, 4	AA000648- AA000756
04/28/17	PLAINTIFFS' OPPOSITION TO DEFENDANT QUALITY LOAN SERVICE CORPORATION'S MOTION FOR SUMMARY JUDGMENT	21, 22, 23	AA005008- AA005599
03/07/17	PLAINTIFFS' PRELIMINARY OPPOSITION MEMORANDUM OF POINTS AND AUTHORITIES TO DEFENDANT MTC FINANCIAL INC.'S CROSS-MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT AGAINST PLAINTIFFS RAYMOND SANSOTA ANDFRANCINE SANSOTA; DECLARATION OF RAYMOND SANSOTA IN SUPPORT OF PLAINTIFFS' PRELIMINARY OPPOSITION TO MTC'S MOTION FOR SUMMARY JUDGMENT; PLAINTIFF REPLY MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT	16	AA003835- AA003978
03/10/17	PLAINTIFFS' PRELIMINARY RESPONSE TO MTC FINANCIAL INC. DBA TRUSTEE CORPS'OBJECTIONS TO SANSOTAS' SEPARATE STATEMENT IN SUPPORT OF SANSOTAS' MOTION FOR PARTIAL SUMMARY JUDGMENT	17	AA003998- AA004009

12/21/16	PLAINTIFFS' REPLY BRIEF IN SUPPORT OF MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT NRCP 12(B)(5) MOTIONS	9	AA002097-AA002196
03/07/17	PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANT MTC	15	AA003537-AA003685
01/10/17	PLAINTIFFS' REPLY BRIEF RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	10	AA002323-AA002375
04/11/17	PLAINTIFFS' REPLY TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S REQUEST TO DISMISS THE THIRD AMENDED COMPLAINT (AND JOINDERS)	19	AA004610-AA004658
04/06/17	PLAINTIFFS' REPLY TO MTC'S OBJECTION, FOR MAY 4, 2017 HEARING	19	AA004660-AA004609
02/06/17	PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.; PLAINTIFFS' SEPARATE STATEMENT IN SUPPORT OF PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.; DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.	11, 12, 13, 14, 15	AA002525-AA003506
03/15/16	QUALITY LOAN SERVICE CORPORATION'S ANSWER TO COMPLAINT	4	AA000827-AA000834
12/29/16	QUALITY LOAN SERVICE	9	AA002197-

	CORPORATION'S LIMITED OPPOSITION TO MOTION TO AMEND		AA002198
04/04/17	QUALITY LOAN SERVICE CORPORATIONS' SUBSTANTIVE JOINDER TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' "MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE THIRD AMENDED COMPLAINT"	19	AA004587- AA004650
01/03/17	REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9, 10	AA002231- AA002306
11/25/15	SECOND AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO ARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, KIM MOORE, THOMAS MOORE, SUSAN KALLEN, ROBERT MANDARICH AND JAMES NICO	1	AA00088- AA000228
12/05/16	NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS PLAINTIFFS KIM MOORE AND THOMAS MOORE WITH PREJUDICE	8	AA001783- AA001789
03/15/17	THIRD AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA,	17	AA004065- AA004224

	FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, SUSAN KALLEN, ROBERT MANDARICH, JAMES NICO, AND BIJAN LAGHAEI		
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CHRONOLOGICAL INDEX

DATE	TITLE	VOLUME	PAGES
10/12/11	COMPLAINT FOR DAMAGES	1	AA000001- AA00013
12/19/11	FIRST AMENDED COMPLAINT FOR DAMAGES; PROOF OF SERVICE	1	AA00014- AA00031
02/13/12	NOTICE OF REMOVAL	1	AA00032- AA00037
02/13/12	OPINION FROM THE NINTH CIRCUIT COURT OF APPEALS IN <i>BENKO V. QUALITY LOAN SERVICE CORP.</i>	1	AA00038- AA00068
10/21/15	ORDER OF REMAND FROM FEDERAL COURT	1	AA00088- AA00087
11/25/15	SECOND AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO ARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, KIM MOORE, THOMAS MOORE, SUSAN KALLEN, ROBERT MANDARICH AND JAMES NICO	1	AA00088- AA000228
12/18/15	DEFENDANTS' JOINT MOTION TO DISMISS SECOND AMENDED COMPLAINT	1,2, & 3	AA000229- AA000628
12/18/15	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' JOINDER IN DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT; SUPPLEMENTAL MEMORANDUM OF POINT AND AUTHORITIES IN SUPPORT THEREOF	1,2, & 3	AA000629- AA000637
12/18/15	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' REQUEST	3	AA000638- AA000647

CHRONOLOGICAL INDEX

	FOR JUDICIAL NOTICE IN SUPPORT OF JOINDER IN AND TO THE FOLLOWING: DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT		
01/18/16	PLAINTIFFS' OPPOSITION TO DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT; PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT	3, 4	AA000648- AA000756
02/05/16	DEFENDANTS' JOINT REPLY IN SUPPORT OF DEFENDANTS' JOINT MOTION TO DISMISS PLAINTIFFS' SECOND AMENDED COMPLAINT	4	AA000757- AA000782
02/22/16	HEARING BEFORE THE HONORABLE SUSAN SCANN, DISTRICT COURT JUDGE	4	AA000783- AA000826
03/15/16	QUALITY LOAN SERVICE CORPORATION'S ANSWER TO COMPLAINT	4	AA000827- AA000834
03/29/16	MTC FINANCIAL INC. DBA TRUSTEE CORPS' ANSWER TO SECOND AMENDED COMPLAINT	4	AA000835- AA000845
07/20/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	4	AA000846- AA000906
09/21/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	4, 5	AA000907- AA001031
09/28/16	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S ANSWER TO SECOND AMENDED COMPLAINT OF PLAINTIFFS	5	AA001032- AA001045

CHRONOLOGICAL INDEX

	JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SIL VIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, KIM MOORE, THOMAS MOORE, SUSAN KALLEN, ROBERT MANDARICH AND JAMES NICO		
10/07/16	PLAINTIFFS' MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT NRCP 12(B)(5) MOTIONS	5, 6, 7	AA001046-AA001712
10/24/16	DEFENDANTS' JOINT MOTION TO STRIKE AND, IN THE ALTERNATIVE, OPPOSITION TO PLAINTIFFS' MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT NRCP 12(B)(5) MOTIONS	6, 7, 8	AA001713-AA001769
10/26/16	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	8	AA001770-AA001782
12/05/16	NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS PLAINTIFFS KIM MOORE AND THOMAS MOORE WITH PREJUDICE	8	AA001783-AA001789
12/14/16	NOTICE OF PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	8, 9	AA001790-AA002096
12/21/16	PLAINTIFFS' REPLY BRIEF IN SUPPORT OF MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT	9	AA002097-AA002196

CHRONOLOGICAL INDEX

	NRCP 12(B)(5) MOTIONS		
12/29/16	QUALITY LOAN SERVICE CORPORATION'S LIMITED OPPOSITION TO MOTION TO AMEND	9	AA002197- AA002198
01/03/17	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9	AA002199- AA002206
01/03/17	DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9	AA002207- AA002230
01/03/17	REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	9, 10	AA002231- AA002306
01/03/17	DECLARATION OF KEIKO J. KOJIMA IN SUPPORT OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS' OPPOSITION TO PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	10	AA002307- AA002322
01/10/17	PLAINTIFFS' REPLY BRIEF RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	10	AA002323- AA002375
01/11/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	10, 11	AA002376- AA002508
02/07/17	HEARING BEFORE THE HONORABLE WILLIAM D.	11	AA002509- AA002524

CHRONOLOGICAL INDEX

	KEPHART, DISTRICT COURT JUDGE		
02/06/17	PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.; PLAINTIFFS' SEPARATE STATEMENT IN SUPPORT OF PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.; DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.	11, 12, 13, 14, 15	AA002525-AA003506
02/17/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	15	AA003507-AA003536
03/07/17	PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST DEFENDANT MTC	15	AA003537-AA003685
03/07/17	PLAINTIFFS' OBJECTION AND RESPONSE TO QUALITY LOAN SERVICE CORPORATION'S OPPOSITION TO THE MOTION FOR PARTIAL SUMMARY JUDGMENT	15, 16	AA003686-AA003834
03/07/17	PLAINTIFFS' PRELIMINARY OPPOSITION MEMORANDUM OF POINTS AND AUTHORITIES TO DEFENDANT MTC FINANCIAL INC.'S CROSS-MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, PARTIAL SUMMARY JUDGMENT AGAINST PLAINTIFFS RAYMOND SANSOTA AND FRANCINE SANSOTA; DECLARATION OF RAYMOND SANSOTA IN SUPPORT OF	16	AA003835-AA003978

CHRONOLOGICAL INDEX

	PLAINTIFFS' PRELIMINARY OPPOSITION TO MTC'S MOTION FOR SUMMARY JUDGMENT; PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT		
03/08/17	HEARING BEFORE THE HONORABLE BONNIE BULLA, DISCOVERY COMMISSIONER	16, 17	AA003979- AA003997
03/10/17	PLAINTIFFS' PRELIMINARY RESPONSE TO MTC FINANCIAL INC. DBA TRUSTEE CORPS' OBJECTIONS TO SANSOTAS' SEPARATE STATEMENT IN SUPPORT OF SANSOTAS' MOTION FOR PARTIAL SUMMARY JUDGMENT	17	AA003998- AA004009
03/14/17	HEARING BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE	17	AA004010- AA004060
03/14/17	ORDER RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	17	AA004061- AA004064
03/15/17	THIRD AMENDED COMPLAINT OF PLAINTIFFS JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH, RAYMOND SANSOTA, FRANCINE SANSOTA, SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, JESSE HENNIGAN, SUSAN KALLEN, ROBERT MANDARICH, JAMES NICO, AND BIJAN LAGHAEI	17	AA004065- AA004224
03/15/17	NOTICE OF ENTRY OF ORDER GRANTING PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT	17, 18	AA004225- AA004236

CHRONOLOGICAL INDEX

03/28/17	ANSWER OF DEFENDANT MTC FINANCIAL INC. dba TRUSTEE CORPS TO THIRD AMENDED COMPLAINT OF PLAINTIFFS	18	AA004237- AA004249
03/28/17	PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE TAC	18	AA004250- AA004552
03/29/17	NOTICE OF PLAINTIFFS' SUBMISSION OF EVIDENCE FOR PURPOSES OF MAY 4, 2017 HEARING	18	AA004553- AA004560
04/04/17	DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE THIRD AMENDED COMPLAINT"	18, 19	AA004561- AA004583
04/04/17	NATIONAL DEFAULT SERVICING CORPORATION'S JOINDER TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' "MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE THIRD AMENDED COMPLAINT"	19	AA004584- AA004586
04/04/17	QUALITY LOAN SERVICE CORPORATIONS' SUBSTANTIVE JOINDER TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S RESPONSE TO PLAINTIFFS' "MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS THE THIRD AMENDED COMPLAINT"	19	AA004587- AA004650

CHRONOLOGICAL INDEX

04/06/17	PLAINTIFFS' REPLY TO MTC'S OBJECTION, FOR MAY 4, 2017 HEARING	19	AA004660- AA004609
04/11/17	PLAINTIFFS' REPLY TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S REQUEST TO DISMISS THE THIRD AMENDED COMPLAINT (AND JOINDERS)	19	AA004610- AA004658
04/21/17	PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT	19, 20, 21	AA004659- AA004998
04/24/17	PLAINTIFFS' NOTICE OF FILING DOCUMENTS UNDER SEAL IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT CALIFORNIA RECONVEYANCE COMPANY'S MOTION FOR SUMMARY JUDGMENT	21	AA004999- AA005007
04/28/17	PLAINTIFFS' OPPOSITION TO DEFENDANT QUALITY LOAN SERVICE CORPORATION'S MOTION FOR SUMMARY JUDGMENT	21, 22, 23	AA005008- AA005599
05/04/17	HEARING BEFORE THE HONORABLE WILLIAM D. KEPHART, DISTRICT COURT JUDGE	23	AA005600- AA005638
05/23/17	PLAINTIFFS' MAY 23, 2017 LETTER BRIEF TO COURT REGARDING PROPOSED ORDER	23	AA005639- AA005641
06/08/17	NOTICE OF ENTRY OF ORDER DISMISSING CASE AS A MATTER OF LAW AND DIRECTING JUDGMENT IN DEFENDANTS' FAVOR IN CONNECTION WITH PLAINTIFFS' THIRD AMENDED COMPLAINT WITH PREJUDICE	23	AA005642- AA005658

CHRONOLOGICAL INDEX

07/05/17	PLAINTIFFS' NOTICE OF APPEAL OF COURT'S ORDER OF JUNE 7, 2017	23	AA005659- AA005665
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CIVIL COVER SHEET

County, Nevada

Case No. _____
(Assigned by Clerk's Office)

A - 11 - 649857 - C

XXIX

I. Party Information

Plaintiff(s) (name/address/phone):

Jeffrey Benko, et al.

Attorney (name/address/phone):

Nicholas A. Boylan, Esq.

Law Offices of Nicholas A. Boylan, APC

450 A Street, Suite 400

San Diego, CA 92101

Defendant(s) (name/address/phone):

Quality Loan Service Corporation, a California Corporation, et al.

Attorney (name/address/phone):

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II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ Arbitration Requested

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Accounts/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input checked="" type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

☐ NRS Chapters 78-88
☐ Commodities (NRS 90)
☐ Securities (NRS 90)

☐ Investments (NRS 104 Art. 8)
☐ Deceptive Trade Practices (NRS 598)
☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business
☒ Other Business Court Matters

10.12.11
Date

[Signature]
Signature of initiating party or representative

1 **COMP**

2 **Nicholas A. Boylan, Esq.**

3 Nevada Bar No. 5878

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16 Attorneys for Plaintiffs

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

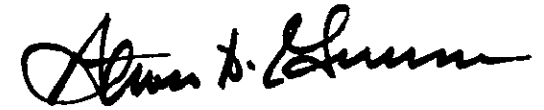
19 JEFFREY BENKO, a Nevada resident;
20 CAMILO MARTINEZ, a Nevada resident;
21 ANA MARTINEZ, a Nevada resident; FRANK
22 SCINTA, a Nevada resident; JACQUELINE
23 SCINTA, a Nevada resident; SUSAN
24 HJORTH, a Nevada resident; RAYMOND
25 SANSOTA, a Ohio resident; FRANCINE
26 SANSOTA, a Ohio resident;
27 SANDRA KUHN, a Nevada resident; JESUS
28 GOMEZ, a Nevada resident; SILVIA
GOMEZ, a Nevada resident; DONNA
HERRERA, a Nevada resident;
ANTOINETTE GILL, a Nevada resident;
JESSE HENNIGAN, a Nevada resident; KIM
MOORE, a Nevada resident; THOMAS
MOORE, a Nevada resident;

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION,
a California Corporation; APPLETON
PROPERTIES, LLC, a Nevada Limited
Liability Company; MTC FINANCIAL, INC.

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CLERK OF THE COURT

CASE NO: A - 11 - 649857 - C

DEPT NO.: XXIX

COMPLAINT FOR DAMAGES

CLASS ACTION

ARBITRATION EXEMPTION CLAIMED:
Pursuant to NAR 3(A)-
Action for Damages in Excess of
\$50,000

Jury Trial Demanded

1 dba TRUSTEE CORPS, a California
2 Corporation; MERIDIAN FORECLOSURE
3 SERVICE, a California and Nevada
4 Corporation dba MTDS, Inc., dba MERIDIAN
5 TRUST DEED SERVICE; NATIONAL
6 DEFAULT SERVICING CORPORATION, a
7 Arizona Corporation; CALIFORNIA
8 RECONVEYANCE COMPANY, a California
9 Corporation; and DOES 1 through 100,
10 inclusive,

11 Defendants.

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I.

PARTIES

1. Plaintiff JEFFREY BENKO is now, and/or was at all relevant times herein, a resident of the State of Nevada and, while residing in Nevada, was the subject of illegal debt collection activities and communications from and by defendant QUALITY LOAN SERVICE CORPORATION.

2. Plaintiffs CAMILO MARTINEZ and ANA MARTINEZ are now, and/or were at all relevant times herein, residents of the State of Nevada and, while residing in Nevada, were the subject of illegal debt collection activities and communications from and by defendant QUALITY LOAN SERVICE CORPORATION.

3. Plaintiffs FRANK SCINTA and JACQUELINE SCINTA are now, and/or were at all relevant times herein, residents of the State of Nevada and, while residing in Nevada, were the subject of illegal debt collection activities and communications from and by defendants QUALITY LOAN SERVICE CORPORATION and MERIDIAN FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

4. Plaintiff SUSAN HJORTH is now, and/or was at all relevant times herein, a resident of the State of Nevada and, while residing in Nevada, was the subject of illegal debt collection activities and communications from and by defendant QUALITY LOAN SERVICE CORPORATION.

5. Plaintiffs RAYMOND SANSOTA and FRANCINE SANSOTA are now

1 residents of the State of Ohio, and were at all relevant times herein, residents of the State
2 of Nevada and, while residing in Nevada, were the subject of illegal debt collection
3 activities and communications from and by defendant MTC FINANCIAL, INC., DBA
4 TRUSTEE CORPS. and APPLETON PROPERTIES, who was a beneficiary of those
5 illegal activities in that she took possession and title to the Sansota's home.

6 6. Plaintiff SANDRA KUHN is now, and/or was at all relevant times herein, a
7 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
8 debt collection activities and communications from and by defendant MERIDIAN
9 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

10 7. Plaintiffs JESUS GOMEZ and SILVIA GOMEZ are now, and/or were at all
11 relevant times herein, residents of the State of Nevada and, while residing in Nevada,
12 were the subject of illegal debt collection activities and communications from and by
13 defendant MERIDIAN FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN
14 TRUST DEED SERVICE.

15 8. Plaintiff DONNA HERRERA is now, and/or was at all relevant times herein, a
16 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
17 debt collection activities and communications from and by defendant MERIDIAN
18 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

19 9. Plaintiff ANTOINETTE GILL is now, and/or was at all relevant times herein, a
20 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
21 debt collection activities and communications from and by defendant MERIDIAN
22 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

23 10. Plaintiff JESSE HENNIGAN is now, and/or was at all relevant times herein, a
24 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
25 debt collection activities and communications from and by defendant NATIONAL
26 DEFAULT SERVICING CORPORATION.

27 11. Plaintiffs KIM MOORE and THOMAS MOORE are now, and/or were at all
28 relevant times herein, residents of the State of Nevada and, while residing in Nevada,

1 were the subject of illegal debt collection activities and communications from and by
2 defendant CALIFORNIA RECONVEYANCE COMPANY.

3 12. Defendant QUALITY LOAN SERVICE CORPORATION ("QLS") is a foreign
4 corporation, believed to be a California corporation, located in California, and doing
5 business in the State of Nevada. At all relevant times, prior to 2011, QLS did not hold a
6 Nevada license to engage in debt collection activities in the State of Nevada.

7 13. Defendant MTC FINANCIAL, INC. ("MTC") is a foreign corporation, believed
8 to be a California corporation located in the State of California, and doing business in the
9 State of Nevada under the assumed name of TRUSTEE CORPS. At all relevant times
10 MTC did not hold a Nevada license to engage in debt collection activities in the State.

11 14. Defendant APPLETON PROPERTIES is a Domestic Limited-Liability
12 Company, incorporated in Nevada and/or doing business in Nevada. The managing
13 members, Patrick Ziade and Philippe Ziade, are believed to reside in Las Vegas, Nevada
14 at 9746 Valmeyer Avenue, Las Vegas, Nevada 89148.

15 15. MERDIAN FORECLOSURE SERVICES ("Meridian") dba MTDS, INC., dba
16 MERIDIAN TRUST DEED SERVICE, is both a foreign and Nevada corporation, believed
17 to be incorporated in California, but doing business, located and holding its headquarters
18 in the State of Nevada at 8485 W. Sunset Road, Suite 205, Las Vegas, Nevada 89113. At
19 all relevant times, Meridian did not hold a Nevada license to engage in debt collections
20 activities in the State of Nevada.

21 16. NATIONAL DEFAULT SERVICING CORPORATION ("NDSC") is a foreign
22 corporation, believed to be a Arizona corporation located in Arizona, and doing business in
23 the State of Nevada. At all relevant times NTDS did not hold a Nevada license to engage
24 in debt collections activities in the State of Nevada.

25 17. CALIFORNIA RECONVEYANCE COMPANY ("CALIFORNIA
26 RECONVEYANCE") is a foreign corporation, believed to be a California corporation
27 located in the State of California, and doing extensive business in the State of Nevada. At
28 all relevant times CALIFORNIA RECONVEYANCE did not hold a Nevada license to

1 engage in debt collection activities in the State.

2 **II.**

3 18. No federal jurisdiction exists in this matter. None of Defendants are
4 nationally chartered banks. Named Defendants maintain the requisite residency that
5 defeats diversity jurisdiction. Plaintiff states that because no federal jurisdiction governs
6 the parties and the subject lawsuit, Defendants are warned that any efforts of removal will
7 be viewed in bad faith and substantial sanctions will be sought.

8 **III.**

9 **CLASS ACTION ALLEGATIONS**

10 **(Against ALL DEFENDANTS)**

11 19. Plaintiffs' claims are authorized in whole or in part under N.R.S. 41.600,
12 and/or other Nevada statutes and common law.

13 20. Class Definition: This action is brought on behalf of the following class of
14 persons:

15 a. All Nevada residents who were subject to debt collection activity by
16 defendants while defendants did not hold a Nevada license to engage in debt collection
17 activities in Nevada.

18 21. Sub-Class Definition: The sub-class is defined as follows:

19 b. Sub-Class 1: All Nevada residents who were subject to such illegal
20 debt collection activities by the Defendants at a time when they were age 60 or older.

21 22. Numerosity: The class is composed of thousands of Nevada residents,
22 mostly in Clark County. The joinder of these class members in one action is impracticable.
23 The disposition of their claims in a single class action will provide substantial benefits to
24 both the parties and the Court. The names and addresses of class members are readily
25 obtainable from the defendants, so that the class can be ascertained.

26 23. Predominance of Common Questions: There is well-defined community of
27 interest in the questions of law and fact that affect the class members to be represented
28 here. The questions of law and fact common to the class members sufficiently

1 predominate over questions which may affect individual class members, and, in any event
2 the class device is the best means, if not the only practical means, for class members to
3 achieve relief for the multiple years of consistent illegal debt collection activities by
4 defendants. Common questions, include, but are not limited to the following:

5 c. Whether as a uniform and common practice, applicable to class
6 members, Defendant knowingly engaged in systemic, illegal debt collection activities.

7 d. Whether defendants engaged in debt collection activities against
8 Plaintiffs in Nevada at a time when defendants did not hold a license to do so in the State
9 of Nevada pursuant to N.R.S. 649.075.

10 e. Whether defendants' unlicensed debt collection activities against
11 Plaintiffs constituted a violation of Nevada's Deceptive Trade Practices Act, including
12 N.R.S. §§ 598.0923(1).

13 f. Whether Defendants obtained revenue and/or other illegal gains from
14 pursuing illegal debt collection activities against Plaintiffs in the State of Nevada.

15 g. Whether Defendants were unjustly enriched with revenues and/or
16 other illegal gains obtained from pursuing illegal debt collection activities against Plaintiffs
17 in the State of Nevada.

18 24. Fair Representation: Plaintiffs will fairly and adequately represent and protect
19 the interest of the class. Plaintiffs have no true or meaningful interest that is antagonistic
20 to the interests of other members of the class, and plaintiffs have retained counsel who are
21 competent and sufficiently experienced in the prosecution of class action litigation.

22 25. Typicality: Plaintiffs' claims are typical of the claims held by members of
23 plaintiffs' class. Plaintiffs and members of the class have all suffered similar harm as a
24 result of Defendants' wrongful conduct. This class action will provide substantial benefits
25 to both the class and the public, since, absent this action, Defendants will likely escape
26 any meaningful accountability for their pattern of violations of law, i.e., violations occurring
27 in a pervasive and repetitive manner over a period of years.

26. Superiority: A class action is superior to all other reasonably available means for the fair and efficient adjudication of this controversy. Class members, or the great majority of them, are financially distressed and are generally unable to pursue individual actions. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Furthermore, as the damages suffered by each individual member of the putative class may be relatively small, the expenses and burden of individual litigation would make it difficult if not impossible for individual class members to redress the wrongs done to them. Most individual class members have little interest in or ability to prosecute a time-consuming and expensive individual action, due to the size and economic power of the defendants, the complexity of the issues involved in the litigation and the relatively small, although significant damages suffered by each putative class members. Individual members of the putative class do not have a significant interest in individually controlling the prosecution of separate actions, and the impact of a scenario contemplating hundreds or thousands of individual actions would place an unacceptable burden on the judicial system in any event. Furthermore, the prosecution of separate, individual actions by putative class members would create a risk of inconsistent and varying adjudications concerning the subject matter of this action, and would therefore risk the establishment of incompatible standards of conducts for defendants, pursuant to governing law. This class action will foster an orderly and expeditious administration of class claims, economies of time, effort, and expense will be obtained, and uniformity of decisions will be ensured.

IV.

FIRST CAUSE OF ACTION

Violation of the Nevada Deceptive Trade Practices Act

(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100; RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and

1 Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA
2 HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL, Against
3 MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN,
4 Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100;
5 KIM MOORE, and THOMAS MOORE, Against CALIFORNIA RECONVEYANCE
6 COMPANY and Does 1 through 100.)

7 27. Plaintiffs refer to and incorporate herein by reference each and every
8 allegation contained in paragraphs 1 through 22, as though fully set forth herein.

9 28. At all relevant times, Plaintiffs were residents of Nevada.

10 29. While Plaintiffs were residents of Nevada and while defendants QLS, MTC,
11 MERIDIAN, NDSC, and CALIFORNIA RECONVEYANCE did not hold a Nevada license to
12 pursue debt collection activities, Defendants nevertheless pursued various debt collection
13 activities against Plaintiffs, including such items as debt-related notices, demands,
14 collection communications and/or foreclosure sale and processes, against Plaintiffs.
15 Defendants thus caused Plaintiffs' damages and/or received illicit revenue and/or profits.

16 30. Defendants conduct violated N.R.S. 649.075, and therefore constituted a
17 deceptive trade practice under N.R.S. 598.0923(1).

18 V.

19 SECOND CAUSE OF ACTION

20 UNJUST ENRICHMENT

21 (JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA,
22 JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100;
23 RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and
24 Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA
25 HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against
26 MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN,
27 Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100;
28 KIM MOORE, and THOMAS MOORE Against CALIFORNIA RECONVEYANCE

COMPANY and Does 1 through 100.)

31. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22, as though fully set forth herein.

32. While Plaintiffs were residents of Nevada and while defendants QLS, MTC, MERIDIAN, NDSC, and CALIFORNIA RECONVEYANCE did not hold a Nevada license to pursue debt collection activities, and nevertheless pursued various debt collection activities against Plaintiffs, including such items as debt-related notices, demands, collection communications and/or foreclosure sale and processes, against Plaintiffs.

33. The use of the proceeds by Defendants constitutes an unjust enrichment of Defendants at Plaintiffs' expense.

34. The reasonable value of Defendants' unjust enrichment is an amount of approximately \$500 to \$1,500, or more, for each class member, as to be determined by discovery and subject to proof at trial.

VI.

THIRD CAUSE OF ACTION

TRESPASS

(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100; RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC., and Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN, Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100; KIM MOORE, and THOMAS MOORE Against CALIFORNIA RECONVEYANCE COMPANY and Does 1 through 100.)

35. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 22, as though fully set forth herein.

36. While Plaintiffs were residents of Nevada and while Plaintiffs were in legal

1 possession of and entitled to possession of their homes, defendants QLS, MTC, NTDS,
2 MERIDIAN, and CALIFORNIA RECONVEYANCE wrongfully and intentionally trespassed
3 and entered onto the property of Plaintiffs through the foreclosure sale and processes, and
4 wrongfully took possession of Plaintiffs' properties.

5 37. Defendants' wrongful possession of Plaintiffs' property caused Plaintiffs'
6 damages.

7 **VII.**

8 **FOURTH CAUSE OF ACTION**

9 **QUIET TITLE**

10 **(ANTOINETTE GILL Against APPLETON PROPERTIES and Does 1 through 100.)**

11 38. Plaintiff refers to and incorporate herein by reference each and every
12 allegation contained in paragraphs 1 through 22, as though fully set forth herein.

13 39. Plaintiff GILL is seeking to quiet title against all adverse claims of all
14 Defendants, including the claims of the Defendant APPLETON PROPERTIES.

15 40. Plaintiff GILL is informed and believes and on that basis alleges that
16 Defendants' claim on interest adverse to Plaintiff's title in the subject real property.

17 41. Plaintiff GILL's title is superior to the title claims of all other persons with an
18 interest in the property.

19 42. Plaintiff GILL seeks a determination of her title in this action against adverse
20 claims as of the date of the filing of this complaint.

21 **VIII.**

22 **FIFTH CAUSE OF ACTION**

23 **ELDER ABUSE**

24 **(SANDRA KUHN and ANTOINETTE GILL Against MERIDIAN FORECLOSURE**
25 **SERVICE and Does 1 through 100.)**

26 43. Plaintiffs refers to and incorporate herein by reference each and every
27 allegation contained in paragraphs 1 through 22, as though fully set forth herein.

28 44. While Plaintiff was a resident of Nevada and while defendant MERIDIAN, did

1 not hold a Nevada license to pursue debt collection activities, and nevertheless pursued
2 various debt collection activities against Plaintiff, including such items as debt-related
3 notices, demands, collection communications and/or foreclosure sale and processes,
4 against Plaintiff.

5 45. Plaintiff was subject to debt collection activities at a time when she was age
6 60 or older.

7 **IX.**

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiffs ask the Court for the following relief:

- 10 1. For compensatory and consequential damages not less than \$10,000, with a
11 specific amount to be determined at trial;
12 2. For reasonable costs;
13 3. For reasonable attorney's fees as permitted by law;
14 4. For injunctive relief; and
15 5. For such other and further relief as the Court may deem just and proper.

16
17 Dated: October 12, 2011

LAW OFFICE OF NICHOLAS A. BOYLAN, A.P.C.

18
19
20 By: 

Nicholas A. Boylan, Esq.,
Nevada Bar No. 5878
450 A Street, Suite 400
San Diego, CA 92101
Attorney for Plaintiffs

1 **ACOM**

2 **Nicholas A. Boylan, Esq.**

3 Nevada Bar No. 5878

4 **LAW OFFICES OF NICHOLAS A. BOYLAN, APC**

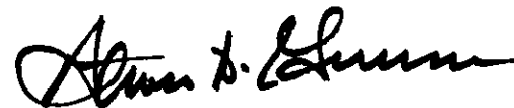
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CLERK OF THE COURT

9 Shawn Christopher, Esq.

10 Nevada Bar No. 6252

11 **CHRISTOPHER LEGAL GROUP**

12 2625 N. Green Valley Pkwy, #110

13 Henderson, NV 89052

14 Phone: (702) 737-3125

15 Fax: (702) 458-5412

16 Attorneys for Plaintiffs

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JEFFREY BENKO, a Nevada resident;
20 CAMILO MARTINEZ, a Nevada resident;
21 ANA MARTINEZ, a Nevada resident; FRANK
22 SCINTA, a Nevada resident; JACQUELINE
23 SCINTA, a Nevada resident; SUSAN
24 HJORTH, a Nevada resident; RAYMOND
25 SANSOTA, a Ohio resident; FRANCINE
26 SANSOTA, a Ohio resident;
27 SANDRA KUHN, a Nevada resident; JESUS
28 GOMEZ, a Nevada resident; SILVIA
GOMEZ, a Nevada resident; DONNA
HERRERA, a Nevada resident;
ANTOINETTE GILL, a Nevada resident;
JESSE HENNIGAN, a Nevada resident; KIM
MOORE, a Nevada resident; THOMAS
MOORE, a Nevada resident;

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION,
a California Corporation; APPLETON
PROPERTIES, LLC, a Nevada Limited
Liability Company; MTC FINANCIAL, INC.

CASE NO: A-11-649857-C

DEPT NO.: XXIX

**FIRST AMENDED COMPLAINT FOR
DAMAGES**

CLASS ACTION

**ARBITRATION EXEMPTION CLAIMED:
Pursuant to NAR 3(A)-**

1. Action Concerning Title to Real Property;
2. Class Action; and
3. Action Seeking Equitable and/or Extraordinary Relief

Jury Trial Demanded

1 dba TRUSTEE CORPS, a California
2 Corporation; MERIDIAN FORECLOSURE
3 SERVICE, a California and Nevada
4 Corporation dba MTDS, Inc., dba MERIDIAN
5 TRUST DEED SERVICE; NATIONAL
6 DEFAULT SERVICING CORPORATION, a
7 Arizona Corporation; CALIFORNIA
8 RECONVEYANCE COMPANY, a California
9 Corporation; and DOES 1 through 100,
10 inclusive,

11 Defendants.

12 **I.**

13 **PARTIES**

14 1. Plaintiff JEFFREY BENKO is now, and/or was at all relevant times herein, a
15 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
16 debt collection activities and communications from and by defendant QUALITY LOAN
17 SERVICE CORPORATION.

18 2. Plaintiffs CAMILO MARTINEZ and ANA MARTINEZ are now, and/or were at
19 all relevant times herein, residents of the State of Nevada and, while residing in Nevada,
20 were the subject of illegal debt collection activities and communications from and by
21 defendant QUALITY LOAN SERVICE CORPORATION.

22 3. Plaintiffs FRANK SCINTA and JACQUELINE SCINTA are now, and/or were
23 at all relevant times herein, residents of the State of Nevada and, while residing in
24 Nevada, were the subject of illegal debt collection activities and communications from and
25 by defendants QUALITY LOAN SERVICE CORPORATION and MERIDIAN
26 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

27 4. Plaintiff SUSAN HJORTH is now, and/or was at all relevant times herein, a
28 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
debt collection activities and communications from and by defendant QUALITY LOAN
SERVICE CORPORATION.

5. Plaintiffs RAYMOND SANSOTA and FRANCINE SANSOTA are now

1 residents of the State of Ohio, and were at all relevant times herein, residents of the State
2 of Nevada and, while residing in Nevada, were the subject of illegal debt collection
3 activities and communications from and by defendant MTC FINANCIAL, INC., DBA
4 TRUSTEE CORPS.

5 6. Plaintiff SANDRA KUHN is now, and/or was at all relevant times herein, a
6 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
7 debt collection activities and communications from and by defendant MERIDIAN
8 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

9 7. Plaintiffs JESUS GOMEZ and SILVIA GOMEZ are now, and/or were at all
10 relevant times herein, residents of the State of Nevada and, while residing in Nevada,
11 were the subject of illegal debt collection activities and communications from and by
12 defendant MERIDIAN FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN
13 TRUST DEED SERVICE.

14 8. Plaintiff DONNA HERRERA is now, and/or was at all relevant times herein, a
15 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
16 debt collection activities and communications from and by defendant MERIDIAN
17 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE.

18 9. Plaintiff ANTOINETTE GILL is now, and/or was at all relevant times herein, a
19 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
20 debt collection activities and communications from and by defendant MERIDIAN
21 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED SERVICE
22 and APPLETON PROPERTIES, who was a beneficiary of those illegal activities in that this
23 company took possession and title to the Ms. GILL'S home located at 5144 Teal Petals
24 Street, North Las Vegas, Nevada, and bears APN 124-35-711-102.

25 10. Plaintiff JESSE HENNIGAN is now, and/or was at all relevant times herein, a
26 resident of the State of Nevada and, while residing in Nevada, was the subject of illegal
27 debt collection activities and communications from and by defendant NATIONAL
28 DEFAULT SERVICING CORPORATION.

1 11. Plaintiffs KIM MOORE and THOMAS MOORE are now, and/or were at all
2 relevant times herein, residents of the State of Nevada and, while residing in Nevada,
3 were the subject of illegal debt collection activities and communications from and by
4 defendant CALIFORNIA RECONVEYANCE COMPANY.

5 12. Defendant QUALITY LOAN SERVICE CORPORATION ("QLS") is a foreign
6 corporation, believed to be a California corporation, located in California, and doing
7 business in the State of Nevada. At all relevant times, prior to 2011, QLS did not hold a
8 Nevada license to engage in debt collection activities in the State of Nevada, nor did it
9 register as a foreign collection agency with the Commissioner of the Nevada Financial
10 Institutions Division.

11 13. Defendant MTC FINANCIAL, INC. ("MTC") is a foreign corporation, believed
12 to be a California corporation located in the State of California, and doing business in the
13 State of Nevada under the assumed name of TRUSTEE CORPS. At all relevant times
14 MTC did not hold a Nevada license to engage in debt collection activities in the State, nor
15 did it register as a foreign collection agency with the Commissioner of the Nevada
16 Financial Institutions Division.

17 14. Defendant APPLETON PROPERTIES is a Domestic Limited-Liability
18 Company, incorporated in Nevada and/or doing business in Nevada. The managing
19 members, Patrick Ziade and Philippe Ziade, are believed to reside in Las Vegas, Nevada
20 at 9746 Valmeyer Avenue, Las Vegas, Nevada 89148.

21 15. MERDIAN FORECLOSURE SERVICES ("Meridian") dba MTDS, INC., dba
22 MERIDIAN TRUST DEED SERVICE, is both a foreign and Nevada corporation, believed
23 to be incorporated in California, but doing business, located and holding its headquarters
24 in the State of Nevada at 8485 W. Sunset Road, Suite 205, Las Vegas, Nevada 89113. At
25 all relevant times, Meridian did not hold a Nevada license to engage in debt collections
26 activities in the State of Nevada, nor did it register as a foreign collection agency with the
27 Commissioner of the Nevada Financial Institutions Division.

28 16. NATIONAL DEFAULT SERVICING CORPORATION ("NDSC") is a foreign

1 corporation, believed to be an Arizona corporation located in Arizona, and doing business
2 in the State of Nevada. At all relevant times NTDS did not hold a Nevada license to
3 engage in debt collections activities in the State of Nevada, nor did it register as a foreign
4 collection agency with the Commissioner of the Nevada Financial Institutions Division.

5 17. CALIFORNIA RECONVEYANCE COMPANY ("CALIFORNIA
6 RECONVEYANCE") is a foreign corporation, believed to be a California corporation
7 located in the State of California, and doing extensive business in the State of Nevada. At
8 all relevant times CALIFORNIA RECONVEYANCE did not hold a Nevada license to
9 engage in debt collection activities in the State, nor did it register as a foreign collection
10 agency with the Commissioner of the Nevada Financial Institutions Division.

11 18. Plaintiffs' debt was increased by the dollar amount of illegal payments
12 received by Defendants QUALITY LOAN SERVICE CORPORATION, MTC FINANCIAL,
13 INC., MERIDIAN FORECLOSURE SERVICE, NATIONAL DEFAULT SERVICING
14 CORPORATION and CALIFORNIA RECONVEYANCE COMPANY for their illegal
15 conduct.

16 **II.**

17 **NO FEDERAL JURISDICTION**

18 19. No federal jurisdiction exists in this matter. None of Defendants are
19 nationally chartered banks. Named Defendants maintain the requisite residency that
20 defeats diversity jurisdiction. Plaintiff states that because no federal jurisdiction governs
21 the parties and the subject lawsuit, Defendants are warned that any efforts of removal will
22 be viewed in bad faith and substantial sanctions will be sought.

23 **III.**

24 **CLASS ACTION ALLEGATIONS**

25 **(Against ALL DEFENDANTS)**

26 20. Plaintiffs' claims are authorized in whole or in part under N.R.S. 41.600,
27 and/or other Nevada statutes and common law.

28 21. Class Definition: This action is brought on behalf of the following class of

1 persons:

2 a. All Nevada residents who were subject to debt collection activity by
3 defendants while defendants did not hold a Nevada license to engage in debt collection
4 activities in Nevada.

5 22. Sub-Class Definition: The sub-class is defined as follows:

6 b. Sub-Class 1: All Nevada residents who were subject to such illegal
7 debt collection activities by the Defendants at a time when they were age 60 or older.

8 23. Numerosity: The class is composed of thousands of Nevada residents,
9 mostly in Clark County. The joinder of these class members in one action is impracticable.
10 The disposition of their claims in a single class action will provide substantial benefits to
11 both the parties and the Court. The names and addresses of class members are readily
12 obtainable from the defendants, so that the class can be ascertained.

13 24. Predominance of Common Questions: There is well-defined community of
14 interest in the questions of law and fact that affect the class members to be represented
15 here. The questions of law and fact common to the class members sufficiently
16 predominate over questions which may affect individual class members, and, in any event
17 the class device is the best means, if not the only practical means, for class members to
18 achieve relief for the multiple years of consistent illegal debt collection activities by
19 defendants. Common questions, include, but are not limited to the following:

20 c. Whether as a uniform and common practice, applicable to class
21 members, Defendant knowingly engaged in systemic, illegal debt collection activities.

22 d. Whether defendants engaged in debt collection activities against
23 Plaintiffs in Nevada at a time when defendants did not hold a license to do so in the State
24 of Nevada pursuant to N.R.S. 649.075.

25 e. Whether defendants' unlicensed debt collection activities against
26 Plaintiffs constituted a violation of Nevada's Deceptive Trade Practices Act, including
27 N.R.S. 598.0923(1).

28 f. Whether Defendants obtained revenue and/or other illegal gains from

1 pursuing illegal debt collection activities against Plaintiffs in the State of Nevada.

2 g. Whether Defendants were unjustly enriched with revenues and/or
3 other illegal gains obtained from pursuing illegal debt collection activities against Plaintiffs
4 in the State of Nevada.

5 25. Fair Representation: Plaintiffs will fairly and adequately represent and protect
6 the interest of the class. Plaintiffs have no true or meaningful interest that is antagonistic
7 to the interests of other members of the class, and plaintiffs have retained counsel who are
8 competent and sufficiently experienced in the prosecution of class action litigation.

9 26. Typicality: Plaintiffs' claims are typical of the claims held by members of
10 plaintiffs' class. Plaintiffs and members of the class have all suffered similar harm as a
11 result of Defendants' wrongful conduct. This class action will provide substantial benefits
12 to both the class and the public, since, absent this action, Defendants will likely escape
13 any meaningful accountability for their pattern of violations of law, i.e., violations occurring
14 in a pervasive and repetitive manner over a period of years.

15 27. Superiority: A class action is superior to all other reasonably available means
16 for the fair and efficient adjudication of this controversy. Class members, or the great
17 majority of them, are financially distressed and are generally unable to pursue individual
18 actions. Class action treatment will permit a large number of similarly situated persons to
19 prosecute their common claims in a single forum simultaneously, efficiently, and without
20 the unnecessary duplication of effort and expense that numerous individual actions would
21 require. Furthermore, as the damages suffered by each individual member of the putative
22 class may be relatively small, the expenses and burden of individual litigation would make
23 it difficult if not impossible for individual class members to redress the wrongs done to
24 them. Most individual class members have little interest in or ability to prosecute a time-
25 consuming and expensive individual action, due to the size and economic power of the
26 defendants, the complexity of the issues involved in the litigation and the relatively small,
27 although significant damages suffered by each putative class members. Individual
28 members of the putative class do not have a significant interest in individually controlling

1 the prosecution of separate actions, and the impact of a scenario contemplating hundreds
2 or thousands of individual actions would place an unacceptable burden on the judicial
3 system in any event. Furthermore, the prosecution of separate, individual actions by
4 putative class members would create a risk of inconsistent and varying adjudications
5 concerning the subject matter of this action, and would therefore risk the establishment of
6 incompatible standards of conducts for defendants, pursuant to governing law. This class
7 action will foster an orderly and expeditious administration of class claims, economies of
8 time, effort, and expense will be obtained, and uniformity of decisions will be ensured.

9 **IV.**

10 **FIRST CAUSE OF ACTION**

11 **CONSUMER FRAUD**

12 **(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA,**
13 **JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100;**
14 **RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and**
15 **Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA**
16 **HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL, Against**
17 **MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN,**
18 **Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100;**
19 **KIM MOORE, and THOMAS MOORE, Against CALIFORNIA RECONVEYANCE**
20 **COMPANY and Does 1 through 100.)**

21 28. Plaintiffs refer to and incorporate herein by reference each and every
22 allegation contained in paragraphs 1 through 27, as though fully set forth herein.

23 29. At all relevant times, Plaintiffs were residents of Nevada.

24 30. While Plaintiffs were residents of Nevada and while defendants QLS, MTC,
25 MERIDIAN, NDSC, and CALIFORNIA RECONVEYANCE did not either hold the requisite
26 licenses to pursue debt collection activities or register as a foreign collection agent or
27 agency with the Commissioner of the Nevada Financial Institutions Division, Defendants
28 nevertheless pursued various debt collection activities against Plaintiffs, including such

1 items as debt-related notices, demands, collection communications and/or foreclosure
2 sale and processes, against Plaintiffs. Defendants thus caused Plaintiffs' damages and/or
3 received illicit revenue and/or profits.

4 31. The debt collection activities of Defendants are and were illegal and
5 improper because of Defendants' failure to obtain the required licenses or register as a
6 foreign collection agent or agency with the Commissioner of the Nevada Financial
7 Institutions Division.

8 32. Defendants conduct violated N.R.S. 649.075 and/or N.R.S. 649.171, and
9 therefore constituted a deceptive trade practice under N.R.S. chapter 598..

10 33. The deceptive trade practices of Defendants constitute consumer fraud as
11 defined by N.R.S. 41.600.

12 34. As a direct and proximate result of Defendants' deceptive trade practices
13 and fraud, Plaintiffs suffered general and/or special damages in an amount in excess of
14 Ten Thousand Dollars (\$10,000.00).

15 35. As a direct and proximate result of Defendants' deceptive trade practices
16 and fraud, Plaintiffs were forced to retain the services of an attorney to prosecute this
17 action, and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred in
18 prosecuting this action.

19 36. The deceptive trade practices and fraud committed by Defendants were
20 done intentionally to misrepresent, deceive and conceal material facts from Plaintiffs, were
21 done in conscious disregard of Plaintiffs' interests and rights, and were willful, wanton,
22 malicious, and oppressive, thereby entitling PLAINTIFFS to an award for punitive
23 damages.

24 ///

25 ///

26 ///

27 ///

28 ///

V.

SECOND CAUSE OF ACTION

UNJUST ENRICHMENT

(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100; RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN, Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100; KIM MOORE, and THOMAS MOORE Against CALIFORNIA RECONVEYANCE COMPANY and Does 1 through 100.)

37. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 36, as though fully set forth herein.

38. While Plaintiffs were residents of Nevada and while Defendants QLS, MTC, MERIDIAN, NDSC, and CALIFORNIA RECONVEYANCE did not either hold the requisite licenses to pursue debt collection activities or register as a foreign collection agent or agency with the Commissioner of the Nevada Financial Institutions Division,, and nevertheless pursued various debt collection activities against Plaintiffs, including such items as debt-related notices, demands, collection communications and/or foreclosure sale and processes, against Plaintiffs.

39. The debt collection activities of Defendants are and were illegal and improper because of Defendants' failure to obtain the required licenses or register as a foreign collection agent or agency with the Commissioner of the Nevada Financial Institutions Division.

40. Defendants received substantial payments for their respective illegal and improper debt collection activities.

41. The use of the payments obtained through illegal and improper means by

1 Defendants constitutes an unjust enrichment of Defendants at Plaintiffs' expense.

2 42. As a direct and proximate result of Defendants' Unjust Enrichment Plaintiffs
3 have suffered general and/or special damages in an amount in excess of Ten Thousand
4 Dollars (\$10,000.00).

5 43. As a direct and proximate result of Defendants' Unjust Enrichment, Plaintiffs
6 were forced to retain the services of an attorney to prosecute this action, and Plaintiffs are
7 entitled to an award of its attorneys' fees and costs incurred in prosecuting this action.

8 **VI.**

9 **THIRD CAUSE OF ACTION**

10 **TRESPASS**

11 **(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA,**
12 **JACQUELINE SCINTA, and SUSAN HJORTH Against QLS and Does 1 through 100;**
13 **RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC., and**
14 **Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA**
15 **HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against**
16 **MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN,**
17 **Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100;**
18 **KIM MOORE, and THOMAS MOORE Against CALIFORNIA RECONVEYANCE**
19 **COMPANY and Does 1 through 100.)**

20 44. Plaintiffs refer to and incorporate herein by reference each and every
21 allegation contained in paragraphs 1 through 43, as though fully set forth herein.

22 45. While Plaintiffs were residents of Nevada and while Plaintiffs were in legal
23 possession of and entitled to possession of their homes, defendants QLS, MTC, NTDS,
24 MERIDIAN, and CALIFORNIA RECONVEYANCE wrongfully and intentionally trespassed
25 and entered onto the property of Plaintiffs through the foreclosure sale and processes, and
26 wrongfully took possession of Plaintiffs' respective real properties.

46. As a direct and proximate result of Defendants' Trespass, Plaintiffs have suffered general and/or special damages in an amount in excess of Ten Thousand Dollars (\$10,000.00).

47. As a direct and proximate result of Defendants' Trespass, Plaintiffs were forced to retain the services of an attorney to prosecute this action, and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred in prosecuting this action. The trespasses committed by Defendants were done intentionally and in conscious disregard of Plaintiffs' interests and rights, and were willful, wanton, malicious, and oppressive, thereby entitling PLAINTIFFS to an award for punitive damages.

VII.

FOURTH CAUSE OF ACTION

QUIET TITLE

(ANTOINETTE GILL Against APPLETON PROPERTIES and Does 1 through 100.)

48. Plaintiffs refer to and incorporates herein by reference each and every allegation contained in paragraphs 1 through 48, as though fully set forth herein.

49. Plaintiff GILL was the proper owner of the real property located at 5144 Teal Petals Street, North Las Vegas, Nevada, which bears APN 124-35-711-102, until this real property was foreclosed upon by Defendant MERIDIAN.

50. The foreclosure by MERIDAN on this real property was illegal due to the illegal and improper actions of Defendant MERIDIAN.

51. Defendant APPLETON PROPERTIES purchased the home after this illegal foreclosure.

52. Plaintiff GILL is seeking to quiet title against all adverse claims of all Defendants, including the claims of the Defendant APPLETON PROPERTIES, and seeks to have the subject real property transferred back to her.

53. Plaintiff GILL is informed and believes and on that basis alleges that Defendants' claims to ownership of this real property are adverse to Plaintiff's title in the subject real property.

54. Plaintiff GILL's title is superior to the title claims of all other persons with an interest in the property.

55. Plaintiff GILL seeks a determination of her title in this action against adverse claims as of the date of the filing of this complaint.

VIII.

FIFTE THE CAUSE OF ACTION

ELDER ABUSE

**(SANDRA KUHN and ANTOINETTE GILL Against MERIDIAN FORECLOSURE
SERVICE and Does 1 through 100.)**

56. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 55 as though fully set forth herein.

57. While Plaintiff was a resident of Nevada and while defendant MERIDIAN, did not hold either hold the requisite licenses to pursue debt collection activities or register as a foreign collection agent or agency with the Commissioner of the Nevada Financial Institutions Division, MERIDIAN nevertheless pursued various debt collection activities against Plaintiffs KUHN and GILL, including such items as debt-related notices, demands, collection communications and/or foreclosure sale and processes, against Plaintiff.

58. Plaintiffs KUHN and GILL were subject to debt collection activities at a time when they were each age 60 or older.

59. Such illegal and improper action by MERIDIAN constitutes abuse against an elderly person as defined by N.R.S. 41.1395 and N.R.S. 200.5092, as such actions infliction of pain, injury or mental anguish on an older person as well as, deprived an older person of shelter necessary to maintain their physical or mental health.

60. As a direct and proximate result of Defendants' abuse Plaintiffs KUHN and GILL suffered general and/or special damages in an amount in excess of Ten Thousand Dollars (\$10,000.00).

61. As a direct and proximate result of Defendants' abuse, Plaintiffs KUHN and GILL were forced to retain the services of an attorney to prosecute this action, and

1 Plaintiffs are entitled to an award of its attorneys' fees and costs incurred in prosecuting
2 this action.

3 62. The abuse committed by Defendants was done in conscious disregard of
4 Plaintiffs KUHN'S and GILL'S interests and rights, and was willful, wanton, malicious, and
5 oppressive, thereby entitling these plaintiffs to an award for punitive damages.
6

7 **IX.**

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiffs ask the Court for the following relief:

- 10 1. For compensatory and consequential damages in excess to \$10,000,
11 with a specific amount to be determined at trial;
12 2. For disgorgement of any amounts paid to Defendants for their respective illegal and
13 improper debt collection activities;
14 3. For reasonable costs and attorneys' fees as permitted by law;
15 4. For injunctive relief; and
16 5. For such other and further relief as the Court may deem just and proper.
17

18 Dated: December 19, 2011

LAW OFFICE OF NICHOLAS A. BOYLAN,
A.P.C.

21 By: 

22 Nicholas A. Boylan, Esq.,
23 Nevada Bar No. 5878
24 450 A Street, Suite 400
25 San Diego, CA 92101
26 Attorney for Plaintiffs
27
28

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1 **AMDS**

2 **Nicholas A. Boylan, Esq.**

3 Nevada Bar No. 5878

4 **LAW OFFICES OF NICHOLAS A. BOYLAN, APC**

5 450 A Street, Suite 400

6 San Diego, CA 92101

7 Phone: (619) 696-6344

8 Fax: (619) 696-0478

9 Attorney for Plaintiffs



CLERK OF THE COURT

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 JEFFREY BENKO, a Nevada resident;
13 CAMILO MARTINEZ, a Nevada resident;
14 ANA MARTINEZ, a Nevada resident; FRANK
15 SCINTA, a Nevada resident; JACQUELINE
16 SCINTA, a Nevada resident; SUSAN
17 HJORTH, a Nevada resident; RAYMOND
18 SANSOTA, a Ohio resident; FRANCINE
19 SANSOTA, a Ohio resident;
20 SANDRA KUHN, a Nevada resident; JESUS
21 GOMEZ, a Nevada resident; SILVIA
22 GOMEZ, a Nevada resident; DONNA
23 HERRERA, a Nevada resident;
24 ANTOINETTE GILL, a Nevada resident;
25 JESSE HENNIGAN, a Nevada resident; KIM
26 MOORE, a Nevada resident; THOMAS
27 MOORE, a Nevada resident;

28 Plaintiff,

v.

QUALITY LOAN SERVICE CORPORATION,
a California Corporation; APPLETON
PROPERTIES, LLC, a Nevada Limited
Liability Company; MTC FINANCIAL, INC.
dba TRUSTEE CORPS, a California
Corporation; MERIDIAN FORECLOSURE
SERVICE, a California and Nevada
Corporation dba MTDS, Inc., dba MERIDIAN
TRUST DEED SERVICE; NATIONAL
DEFAULT SERVICING CORPORATION, a
Arizona Corporation; CALIFORNIA

CASE NO: A-11-649857-C

DEPT NO. XXIX

**SUMMONS ON FIRST AMENDED
COMPLAINT**

CLASS ACTION

**ARBITRATION EXEMPTION CLAIMED:
Pursuant to NAR 3(A)-**

1. Action Concerning Title to Real Property;
2. Class Action; and
3. Action Seeking Equitable and/or Extraordinary Relief

Jury Trial Demanded

1 RECONVEYANCE COMPANY, a California
2 Corporation; and DOES 1 through 100,
3 inclusive,

4 Defendants.

5
6 **SUMMONS – CIVIL – ON FIRST AMENDED COMPLAINT**

7 **NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU**
8 **WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ**
9 **THE INFORMATION BELOW.**

10 **TO THE DEFENDANT(S): QUALITY LOAN SERVICE CORPORATION, a California**
11 **Corporation; APPLETON PROPERTIES, LLC, a Nevada Limited Liability Company;**
12 **MTC FINANCIAL, INC. dba TRUSTEE CORPS, a California Corporation dba MTDS,**
13 **Inc. dba MERIDIAN TRUST DEED SERVICE; NATIONAL DEFAULT SERVICING**
14 **CORPORATION, a Arizona Coporation, CALIFORNIA RECONVEYANCE COMPANY,**
15 **a California Corporation; and DOES 1 through 100, inclusive: A civil Complaint has**
16 **been filed by the Plaintiff(s) against you for the relief set forth in the First Amended**
17 **Complaint.**


- 18 1. If you intend to defend this lawsuit, within 20 days after this Summons is
19 served on you, exclusive of the day of service, you must do the following:
20 (a) File with the Clerk of this Court, whose address is shown below, a formal
21 written response to the Complaint in accordance with the rules of the
22 Court, with the appropriate fee.
23 (b) Serve a copy of your response upon the attorney whose name and
24 address is shown below.
25 2. Unless you respond, your default will be entered upon application of the
26 Plaintiff(s) and failure to so respond will result in a judgment of default
27 against you for the relief demanded in the Complaint, which could result in
28 the taking of money of property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do

1 so promptly so that your response may be filed on time.

- 2 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
3 board members, commission members and legislators each have 45 days
4 after service of this Summons within which to file an Answer or other
5 responsive pleading to the Complaint.
6

7 STEVEN D. GRIERSON
8 CLERK OF THE COURT

9 Submitted by:

10 
11 Nicholas A. Boylan, Esq.
12 Attorney for Plaintiff
13 Law Office of Nicholas A. Boylan, APC
14 450 A Street, Ste. 400
15 San Diego, CA 92101

By: 

Deputy Clerk

DEC 22 2011
Date
TERRI STRINGER

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

16 **NOTE: When service is by publication, add a brief statement of the object of the**
17 **action. See Nevada Rules of Civil Procedure 4(b).**
18
19
20
21
22
23
24
25
26
27
28

DISTRICT COURT, CLARK COUNTY, NEVADA

JEFFREY BENKO, ET AL.

vs.

QUALITY LOAN SERVICE CORPORATION, ET AL.

Plaintiff,

Case No.: A-11-649857-C

Defendant

Dept. No.:29

AFFIDAVIT OF SERVICE

LISA MORLAN R-017281 being duly sworn says: That at all times herein affiant was and is a citizen of the United States over the 18 years of age, not a party to or interested in the proceedings in which this affidavit is made. That affiant received copy (ies) of the SUMMONS ON FIRST AMENDED COMPLAINT; FIRST AMENDED COMPLAINT FOR DAMAGES; NOTICE OF PENDENCY OF ACTION, on the 23rd day of January, 2012 and served the same on the 24th day of January, 2012, at 10:50AM by delivering and leaving a copy with:

BRIANNE JIBBEN, pursuant to NRS 14,020 as a person of suitable age and discretion, of the office of GKL REGISTERED AGENTS/FILINGS, INC., resident agent for MTC FINANCIAL, INC. DBA TRUSTEE CORPS, A CALIFORNIA CORPORATION, at the address of:
1000 E WILLIAM ST STE 204,
CARSON CITY, NV 89701

Signed and sworn to before me on 25th day of January, 2012

Personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the WITNESS my hand and official seal.

Lisa Morlan

LISA MORLAN R-017281



JOHNNO LAZETICH
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-89542-2 - Expires January 28, 2012

[Signature]
Notary's Signature

Junes Legal Services - 630 South 10th Street - Suite B - Las Vegas NV 89101 - (702) 579-6300 - Toll Free (888) 56Junes
PV-12011708 Process License #1068

AA000031

1 Michael R. Brooks, Esq.
Nevada Bar No. 7287
2 I-Che Lai, Esq.
Nevada Bar No. 12247
3 BROOKS BAUER LLP
1645 Village Center Circle, Suite 200
4 Las Vegas, NV 89134
Telephone: (702) 851-1191
5 Facsimile: (702) 851-1198
Email: mbrooks@brooksbaauer.com
6 ilai@brooksbaauer.com

7 *Attorneys for Defendant Meridian*
Foreclosure Service, d/b/a MTDS, Inc.
8 *and Meridian Trust Deed Service*

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11
12 JEFFREY BENKO, a Nevada resident;
CAMILO MARTINEZ, a Nevada resident;
13 ANA MARTINEZ, a Nevada resident;
FRANK SCINTA, a Nevada resident;
14 JACQUELINE SCINTA, a Nevada resident;
SUSAN HJORTH, a Nevada resident;
15 RAYMOND SANSOTA, a Ohio resident;
FRANCINE SANSOTA, a Ohio resident;
16 SANDRA KUHN, a Nevada resident; JESUS
GOMEZ, a Nevada resident; SILVIA
17 GOMEZ, a Nevada resident; DONNA
HERRERA, a Nevada resident;
18 ANTOINETTE GILL, a Nevada resident;
JESSE HENNIGAN, a Nevada resident; KIM
19 MOORE, a Nevada resident; THOMAS
20 MOORE, a Nevada resident;

21
22 Plaintiffs,

23 v.

24 QUALITY LOAN SERVICE
CORPORATION, a California Corporation;
25 APPLETON PROPERTIES, LLC, a Nevada
Limited Liability Company; MTC
26 FINANCIAL, INC. dba TRUSTEE CORPS, a
California Corporation; MERIDIAN
27 FORECLOSURE SERVICE, a California and
28 Nevada Corporation dba MTDS, Inc., dba

Case No.

NOTICE OF REMOVAL

BROOKS BAUER LLP
1645 VILLAGE CENTER CIRCLE, SUITE 200, LAS VEGAS, NV 89134
TELEPHONE: (702) 851-1191 FAX: (702) 851-1198

1 MERIDIAN TRUST DEED SERVICE;
 2 NATIONAL DEFAULT SERVICING
 3 CORPORATION, a Arizona Corporation;
 4 CALIFORNIA RECONVEYANCE
 COMPANY, a California Corporation; and
 DOES 1 through 100, inclusive;

5 Defendants.

6 Pursuant to 28 U.S.C. §§ 1441 and 1453, Defendant Meridian Foreclosure Service
 7 (“MFS”), doing business as MTDS, Inc. and Meridian Trust Deed Service, respectfully removes
 8 this case to the United States District Court for the District of Nevada. The removal is premised
 9 on 28 U.S.C. §§ 1332 et seq., more specifically the Class Action Fairness Act (“CAFA”), 28
 10 U.S.C. § 1332(d).

11 I. Introduction

12 The Plaintiffs, as individuals and on behalf of a putative class of similarly situated
 13 persons, filed their First Amended Complaint on December 19, 2011 in the Eighth Judicial
 14 District Court of the State of Nevada. Copies of all state court filings are attached hereto as
 15 Exhibit A.¹ Removal of first amended complaint is timely under 28 U.S.C. § 1446(b) because
 16 MFS was served with the Summons on the First Amended Complaint and the First Amended
 17 Complaint on January 24, 2012. MFS specifically reserves all defenses, including but not limited
 18 to improper or lack of service.

19 Any defendant may remove a civil action filed in state court to federal district court if the
 20 federal court has original jurisdiction over the matter. *See* 28 U.S.C. § 1441(a). CAFA vests
 21 federal courts with “original jurisdiction of any civil action in which, inter alia, the amount in
 22 controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs,” and in
 23 which the aggregate number of proposed plaintiffs is 100 or greater, and any member of a class of
 24 plaintiffs is a citizen of a state different from any defendant (also known as minimal diversity).
 25 *Lowdermilk v. U.S. Bank Nat’l Ass’n*, 479 F.3d 994, 997 (9th Cir. 2007).

26 Here, the removal satisfies the substantive requirements set forth by CAFA, particularly
 27 28 U.S.C. § 1332(d), and the procedural requirements set forth by 28 U.S.C. §§ 1441(a) and

28 ¹ On October 12, 2011, the Plaintiffs filed a Complaint, which was amended by the First Amended Complaint. MFS was not served with the Complaint.

1453. The putative class as defined in the First Amended Complaint exceeds 100 members. There is minimal diversity between the Plaintiffs and the Defendants because the class representatives are almost all Nevada citizens and MTC Financial, Inc. is a California citizen. The claims of the putative class members, in the aggregate, implicate an amount in controversy that exceeds \$5,000,000. Thus, removal is proper.²

II. Putative Class Exceeds 100 Members

The First Amended Complaint defines the putative class as “[a]ll Nevada residents who were subject to debt collection activity by [the] [D]efendants while [the] [D]efendants did not hold a Nevada license to engage in debt collection activities in Nevada.” (1st Am. Compl. ¶ 21.) The putative class members allegedly number in the thousands. (*Id.* ¶ 23.) Thus, the Plaintiffs concede that the number of the putative class members exceed 100. *See (Id.)*; 28 U.S.C. § 1332(d)(5)(B).

III. Minimal Diversity Exists

Minimum diversity of citizenship exists. An individual is a citizen of the state in which he is domiciled. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857 (9th Cir. 2001). Corporations are citizens of both the state of incorporation and the state where they have their principal place of business. 28 U.S.C. § 1332(c)(1); *Hertz Corp. v. Friend*, 130 S. Ct. 1181, 1185 (2010); *Kuntz v. Lamar Corp.*, 385 F.3d 1177, 1182 (9th Cir. 2004). The citizenship of “Doe defendants” may be disregarded for the purpose of removal. 28 U.S.C. § 1441(a).

Here, at a minimum, one of the putative class member’s citizenship differs from one of the defendants’ citizenship. The putative class concerns Nevada residents and therefore Nevada citizens. (1st Am. Compl. ¶ 21(a)). For example, Jeffrey Benko is a Nevada resident. (*Id.* ¶ 1.) In contrast, almost all of the defendants maintain citizenship outside of Nevada. For example, Quality Loan Service Corporation is a California citizen because it is a California corporation that maintains its principal place of business in California. (*Id.* ¶ 12.)

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² None of the primary defendants are incorporated under the laws of Nevada nor maintain their principal place of business in Nevada. None of the exceptions to removal under CAFA are therefore applicable. *See* 28 U.S. § 1332(d)(3)-(4)(A).

IV. Amount in Controversy Exceeds \$5 Million

In determining the amount in controversy, courts first look to the complaint. *Lewis v. Verizon Communications, Inc.*, 627 F.3d 395, 399 (9th Cir. 2010). The Ninth Circuit has held that a court should consider punitive damages as part of the amount in controversy in a civil litigation. *Gibson v. Chrysler Corp.*, 261 F.3d 927, 945 (9th Cir. 2001) (holding modified on other grounds by *Exxon Mobil Corp. v. Allapattah Services, Inc.*, 545 U.S. 546 (2005)). Also, “where an underlying statute authorizes an award of attorneys’ fees, either with mandatory or discretionary language, such fees may be included in the amount of controversy.” *Lowerdermilk*, 479 F.3d at 1000 (quoting *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1155-56 (9th Cir. 1998)).

Here, the claims of the putative class members, in the aggregate, implicate an amount in controversy that exceeds \$5,000,000. Each plaintiff alleges to a claim to general and/or compensatory damages in excess of \$10,000, punitive damages in excess of \$10,000, and attorney fees. *See, e.g.*, (1st Am. Compl. ¶¶ 18, 34-36.) With a purported class size that exceeds 1,000 members, the alleged damages easily exceeds the jurisdictional threshold of \$5 million. While such relief by itself is sufficient to justify removal, the amount in controversy is even greater once the court considers the cost of any injunctive relief to the defendants. *See Keeling v. Esurance Ins. Co.*, 660 F.3d 273, 274 (7th Cir. 2011) (denying motion to remand because “[t]he cost of prospective relief cannot be ignored in the calculation of the amount in controversy,” and lost profits would bring amount in controversy over removal threshold).

In setting the foregoing amount in controversy, MFS does not concede liability or any amount in controversy, nor is it required to do so to establish federal jurisdiction. *Lewis*, 627 F.3d at 400. MFS needs only to demonstrate that the purported damages may exceed \$5 million based on the allegations in the First Amended Complaint. MFS has satisfied that burden.

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1 **V. Consent From Other Defendants Is Not Necessary**

2 CAFA “provides that any defendant is allowed to remove an action without obtaining the
3 consent of all defendants.” *Westwood Apex v. Contreras*, 644 F.3d 799, 804 (9th Cir. 2011).

4 Thus, MFS does not need to obtain the consent of the other defendants in this case prior to
5 removal.

6 DATED this 13th day of February, 2012.

7 BROOKS BAUER LLP

8
9 By: /s/I-Che Lai, Esq.

10 Michael R. Brooks, Esq.

11 Nevada Bar No. 7287

12 I-Che Lai, Esq.

13 Nevada Bar No. 12247

14 1645 Village Center Circle, Suite 200

15 Las Vegas, NV 89134

16 *Attorneys for Defendant Meridian*
17 *Foreclosure Service, d/b/a MTDS, Inc.*
18 *and Meridian Trust Deed Service*

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years and not a party to this action. My business address is that of Brooks Bauer, LLP, 1645 Village Center circle, Suite 200, Las Vegas, Nevada 89134.

I hereby certify that on February 13th, 2012, I electronically filed the **NOTICE OF REMOVAL** with the Clerk of the Court using the CM/ECF system for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Nicholas A. Boylan, Esq.
LAW OFFICES OF NICHOLAS A. BOYLAN
450 A Street, Suite 400
San Diego, CA 92101

Shawn Christopher, Esq.
CHRISTOPHER LEGAL GROUP
2625 N. Green Valley Parkway, #110
Henderson, NV 89052

I declare under penalty of perjury that the foregoing is true and correct and that this Certificate of Service was executed by me on the 13th day of February, 2012 at Las Vegas, NV.

/s/ Tamara Olsen
An Employee of BROOKS BAUER LLP

FOR PUBLICATION

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

JEFFREY BENKO; CAMILO
MARTINEZ; ANA MARTINEZ; FRANK
SCINTA; JACQUELINE SCINTA; SUSAN
HJORTH; SANDRA KUHN; JESUS
GOMEZ; SILVIA GOMEZ; DONNA
HERRERA; ANTOINETTE GILL; JESSE
HENNIGAN; KIM MOORE; THOMAS
MOORE, Nevada residents;
RAYMOND SANSOTA; FRANCINE
SANSOTA, Ohio residents,

Plaintiffs-Appellants,

v.

QUALITY LOAN SERVICE
CORPORATION, a California
corporation; MTC FINANCIAL, INC.,
DBA Trustee Corps.; MERIDIAN
FORECLOSURE SERVICE, DBA
Meridian Trust Deed Service, DBA
MTDS, Inc.; NATIONAL DEFAULT
SERVICING CORPORATION;
CALIFORNIA RECONVEYANCE
COMPANY,

Defendants-Appellees.

No. 13-15185

D.C. No.
2:12-CV-0024-
MMD-GWF

OPINION

Appeal from the United States District Court
for the District of Nevada
Miranda Du, District Judge, Presiding

AA000038

2 BENKO V. QUALITY LOAN SERVICE CORP.

Argued and Submitted
March 13, 2015—San Francisco, California

Filed June 18, 2015

Before: J. Clifford Wallace, Milan D. Smith, Jr.,
and Paul J. Watford, Circuit Judges.

Opinion by Judge Milan D. Smith, Jr.;
Dissent by Judge Wallace

SUMMARY*

Jurisdiction / Class Action Fairness Act

The panel reversed the district court's Fed. R. Civ. P. 12(b)(6) dismissal of a class action, vacated the district court's judgment, and remanded with instructions to the district court to remand the case to Nevada state court because there was no federal jurisdiction under the Class Action Fairness Act.

The panel held that the court lacked jurisdiction because Meridian Foreclosure Services, a Nevada corporation, was a "significant" defendant for purposes of CAFA's local controversy exception, 28 U.S.C. § 1332(d)(4)(A). The panel concluded that the plaintiffs met their burden to show that this case qualified for the local controversy exception where: a class of exclusively Nevada plaintiffs filed suit against six

* This summary constitutes no part of the opinion of the court. It has been prepared by court staff for the convenience of the reader.

BENKO V. QUALITY LOAN SERVICE CORP. 3

defendants, one of which was Nevada domiciled; the alleged misconduct took place exclusively in the state of Nevada; and the one Nevada domiciled defendant was allegedly responsible for between 15-20% of the wrongs alleged by the entire class.

The panel held that the district court abused its discretion in denying the plaintiffs leave to amend their complaint after removal to federal court, and erred in not considering the plaintiffs' second amended complaint for purposes of analyzing jurisdiction under CAFA.

Judge Wallace dissented from the majority's holding that plaintiffs should be permitted to amend the complaint after removal, and the majority's conclusion that the district court abused its discretion in denying plaintiffs leave to file the second amended complaint. Judge Wallace would hold that the district court, after properly limiting itself to considering only the allegations in the first amended complaint, did not err in concluding that plaintiffs failed to satisfy the requirements of CAFA's local controversy exception.

COUNSEL

Nicholas A. Boylan (argued), Law Office of Nicholas A. Boylan, San Diego, California, for Plaintiffs-Appellants

Lawrence G. Scarborough (argued), Jessica R. Maziarz, and Brian Cave LLP, Phoenix, Arizona; Kent F. Larsen and Katie M. Weber, Smith Larsen & Wixom, Las Vegas, Nevada, for Defendant-Appellee California Reconveyance Company.

4 BENKO V. QUALITY LOAN SERVICE CORP.

Kristin A. Schuler-Hintz (argued) and Melissa Robbins Coutts, McCarthy & Holthus LLP, Las Vegas, Nevada, for Defendant-Appellee Quality Loan Service Corporation.

Richard J. Reynolds (argued) and Fabio R. Cabezas, Burke, Williams & Sorensen LLP, Santa Ana, California; Michael Sullivan, Robison, Belaustegui, Sharp & Low, Reno, Nevada, for Defendant-Appellee MTC Financial Inc.

Michael R. Brooks, I-Che Lai, and Arlene Casillas, Brooks Bauer LLP, Las Vegas, Nevada, for Defendant-Appellee Meridian Foreclosure Service

Gregory L. Wilde and Kevin S. Soderstrom, Tiffany & Bosco P.A., Las Vegas, Nevada, for Defendant-Appellee National Default Servicing Corporation.

OPINION

M. SMITH, Circuit Judge:

In this diversity class action, Jeffrey Benko and several others (collectively the Plaintiffs) sued the Defendant companies, alleging that they engaged in illegal debt collection practices in the course of carrying out non-judicial foreclosures. The Plaintiffs initially filed the action in the Eighth Judicial Court of the State of Nevada, but the Defendants removed the action to federal district court under the Class Action Fairness Act (CAFA), 28 U.S.C. §§ 1332(d), 1453, 1711. The district court held that it had jurisdiction over the class action, but then dismissed the Plaintiffs' claims under Federal Rule of Civil Procedure 12(b)(6).

AA000041

We reverse the district court, vacate the district court's judgment, and remand with instructions to the district court to remand this case to the Eighth Judicial District Court of Nevada for further proceedings. Because Meridian Foreclosure Services (Meridian), a Nevada corporation, is a "significant" defendant for purposes of CAFA's local controversy exception, 28 U.S.C. § 1332(d)(4)(A), we lack jurisdiction over this action. The district court abused its discretion in denying the Plaintiffs leave to amend their complaint and erred in not considering the Plaintiffs' Second Amended Complaint (SAC) for purposes of analyzing jurisdiction under CAFA.

FACTUAL AND PROCEDURAL BACKGROUND

I. Factual Background

The Plaintiff class members took out loans against Nevada real properties, and later defaulted on those loans. The Defendants, who served as trustees on the deeds of trust that were foreclosed, are Quality Loan Services Corporation, Appleton Properties, MTC Financial, Meridian, National Default Servicing Corporation, and California Reconveyance Company. Meridian is the only Defendant domiciled in Nevada.

To foreclose on real property secured debt by private sale, the Defendants were required by Nevada law to send the Plaintiffs a "Notice of Default and Election to Sell Under Deed of Trust." Among other things, the notices stated that a "breach of obligations . . . has occurred" and made a "demand for sale" as a result of the default.

6 BENKO V. QUALITY LOAN SERVICE CORP.

In their SAC, the Plaintiffs alleged that, by virtue of foreclosing on Nevada real property utilizing a private sale, the Defendants engaged in “claim collection” under Nevada Revised Statutes (NRS) Section 649. The Plaintiffs argue that, since Nevada law requires that trustees be licensed, the Defendants’ failure to register as “collection agencies,” as defined in NRS Section 649.020, constituted a deceptive trade practice. The Plaintiffs also claim that the Defendants engaged in unjust enrichment, trespass, quiet title, and elder abuse.

II. Prior Proceedings

On December 19, 2011, the Plaintiffs filed this class action in the Eighth Judicial District Court of the State of Nevada. Shortly thereafter, Defendant Meridian removed the action to federal district court under CAFA. On April 12, 2012, the Plaintiffs attempted to amend their First Amended Complaint (FAC), adding information concerning the claims asserted against Meridian, an in-state Defendant.

The district court held that it had jurisdiction over the class action, but ultimately dismissed the Plaintiffs’ FAC under Rule 12(b)(6) for failure to state a claim. The court held that the SAC did not alter the core allegations made in the FAC and denied the Plaintiffs leave to amend, holding that the amendments were futile.

This appeal followed.

ANALYSIS

In this case, we consider the circumstances under which the CAFA “local controversy exception” requires remand to

an originating state court. This is an issue that our circuit has rarely confronted. *See Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 883 (9th Cir. 2013); *Coleman v. Estes Exp. Lines, Inc.*, 631 F.3d 1010, 1020 (9th Cir. 2011). Our sister circuits, likewise, have considered this issue on only a few occasions. *See, e.g., Opelousas Gen. Hosp. Auth. v. FairPay Solutions, Inc.*, 655 F.3d 358, 363 (5th Cir. 2011); *Kaufman v. Allstate New Jersey Ins. Co.*, 561 F.3d 144, 153 (3d Cir. 2009); *Evans v. Walter Indus., Inc.*, 449 F.3d 1159, 1163 (11th Cir. 2006).

As a threshold matter, CAFA applies to any class action where the aggregate number of members of a proposed plaintiff class is 100 or more. *See Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1020 (9th Cir. 2007). CAFA also requires the removing party to show that “(1) the aggregate amount in controversy exceeds \$5,000,000, and (2) any class member is a citizen of a state different from any defendant.” *Id.* at 1020–21.

These three conditions are clearly met in the present case. The alleged class includes all Nevada residents who were purportedly subject to debt collection activities by the Defendant companies, an aggregate number which is likely in the thousands. Moreover, the claims alleged by the Plaintiffs involve substantial monetary relief, which exceeds the \$5,000,000 requirement. For instance, the SAC states that the claims made against Meridian are worth between \$5,000,000 and \$8,000,000. Finally, there is diversity of citizenship between class members, who are all Nevada citizens, and the Defendants, only one of which is domiciled in Nevada.

8 BENKO V. QUALITY LOAN SERVICE CORP.

CAFA, however, requires that federal courts remand removed CAFA cases to the originating state court when the following three conditions are met:

(I) “greater than two-thirds of the members of all proposed plaintiff classes in the aggregate are citizens of the State in which the action was originally filed”;

(II) at least 1 defendant is a defendant—(aa) from whom significant relief is sought by members of the plaintiff class; (bb) whose alleged conduct forms a significant basis for the claims asserted by the proposed plaintiff class; and (cc) who is a citizen of the State in which the action was originally filed; and

(III) principal injuries resulting from the alleged conduct or any related conduct of each defendant were incurred in the State in which the action was originally filed.

28 U.S.C. § 1332(d)(4)(A)(i).

The plaintiff bears the burden of showing that this provision, known as the “local controversy exception,” applies to the facts of a given case. *See Mondragon*, 736 F.3d at 883; *Coleman*, 631 F.3d at 1013; *Serrano*, 478 F.3d at 1024.

We recognize that the “local controversy exception” is a narrow one, particularly in light of the purposes of CAFA. The Eleventh Circuit found, and we agree, that “CAFA’s language favors federal jurisdiction over class actions, and

CAFA’s legislative history suggests that Congress intended the local controversy exception to be a narrow one.” *Evans*, 449 F.3d at 1163. Moreover, the Report issued by the Senate Judiciary Committee in connection with the passage of CAFA recognized, “that abuses are undermining the rights of both plaintiffs and defendants. One key reason for these problems is that most class actions are currently adjudicated in state courts, where the governing rules are applied inconsistently (frequently in a manner that contravenes basic fairness and due process considerations) and where there is often inadequate supervision over litigation procedures and proposed settlements.” S. Rep. No. 109-14, 3, 2005 U.S. Code Cong. & Admin. News 3, 5.

A. Which Allegations Should be Considered?

We begin our analysis by determining at what point in the litigation the court should ascertain whether Meridian is “significant” within the meaning of 28 U.S.C. § 1332(d)(4)(A)(i)(II). The Plaintiffs, who attempted to amend their complaint after removal to federal court, contend that we should focus on the allegations in their SAC. The district court denied the Plaintiffs leave to amend the FAC because it concluded that the amendments were futile. We review the district court’s decision for an abuse of discretion. *See AE ex rel. Hernandez v. Cnty. of Tulare*, 666 F.3d 631, 636 (9th Cir. 2012).

The Defendants urge us to follow the reasoning in *Sparta Surgical Corporation v. NASD*, where we concluded that “jurisdiction must be analyzed on the basis of the pleadings filed at the time of removal without reference to subsequent amendments.” 159 F.3d 1209, 1213 (9th Cir. 1998). Under *Sparta Surgical Corporation*, we would consider only the

10 BENKO V. QUALITY LOAN SERVICE CORP.

allegations in the FAC, which was the operative complaint at the time the Defendants removed this class action to federal court.

We conclude that *Sparta Surgical Corporation* does not apply in the present circumstances and that the district court abused its discretion in denying the Plaintiffs leave to amend. We, therefore, analyze Plaintiffs' SAC to determine the applicability of the local controversy exception. Where a defendant removes a case to federal court under CAFA, and the plaintiffs amend the complaint to explain the nature of the action for purposes of our jurisdictional analysis, we may consider the amended complaint to determine whether remand to the state court is appropriate. Unlike the plaintiff in *Sparta Surgical Corporation*, the Plaintiffs here did not amend the FAC to eliminate a federal question so as to avoid federal jurisdiction. Rather, the Plaintiffs amended the FAC to elaborate on estimates of the percentage of total claims asserted against Meridian, an in-state Defendant, and the dollar value of those claims. The information added by the Plaintiffs is directly related to CAFA's local controversy exception. Because no countervailing considerations—such as undue delay, prejudice, bad faith, or futility—counseled against amendment, the district court abused its discretion by denying Plaintiffs leave to amend here. *See Sonoma Cnty. Ass'n of Retired Employees v. Sonoma Cnty.*, 708 F.3d 1109, 1117 (9th Cir. 2013) (“In general, a court should liberally allow a party to amend its pleading.”); *Bowles v. Reade*, 198 F.3d 752, 758–59 (9th Cir. 1999).

AA000047

Our holding, that plaintiffs should be permitted to amend a complaint after removal to clarify issues pertaining to federal jurisdiction under CAFA, is necessary in light of *Coleman v. Estes Express Lines, Inc.*, 631 F.3d 1010 (9th Cir. 2011). Under *Coleman*, we may analyze only the allegations in the complaint to determine whether plaintiffs seek “significant relief” from an in-state defendant and whether the in-state defendant’s “alleged conduct forms a significant basis for the claims asserted.” *Id.* at 1015. As a result, there is a possibility that a class action may be removed to federal court, with a complaint originally drafted for state court. The state court complaint, in turn, may not address CAFA-specific issues, such as the local controversy exception. By amending their complaint in these circumstances, plaintiffs can provide a federal court with the information required to determine whether a suit is within the court’s jurisdiction under CAFA.

B. Local Controversy Exception

1. Citizenship of Plaintiffs and Location of Alleged Injuries

To qualify for the “local controversy exception,” the Plaintiffs must first show that greater than two-thirds of the proposed class members are Nevada citizens. 28 U.S.C. § 1332(d)(4)(A)(i)(I). That requirement is easily met here because all the Plaintiffs are Nevada citizens. The Plaintiffs must also demonstrate that the principal injuries they allege occurred in the state of Nevada, 28 U.S.C. § 1332(d)(4)(A)(i)(III), a fact that the Defendants concede.

2. Significant Defendant Test

We next consider whether Meridian’s conduct constitutes “a significant basis” for the Plaintiffs’ claims and whether the Plaintiffs seek “significant relief” from Meridian. 28 U.S.C. § 1332(d)(4)(A)(i)(II). When construing the meaning of a statute, we begin with the language of that statute. The Supreme Court has stated that “a legislature says in a statute what it means and means in a statute what it says there.” *Connecticut Nat. Bank v. Germain*, 503 U.S. 249, 253–54 (1992). If the statutory text is ambiguous, we employ other tools, such as legislative history, to construe the meaning of ambiguous terms. *See United States v. Gonzales*, 520 U.S. 1, 6 (1997).

“When a word is not defined by statute, [the Supreme Court] normally construe[s] it in accord with its ordinary or natural meaning,” which can often be discerned by reference to the dictionary definition of that word. *Smith v. United States*, 508 U.S. 223, 228 (1993). Several dictionaries offer complementary definitions of “significant,” with each suggesting that the word essentially means “important” or “characterized by a large amount or quantity.” For example, Black’s Law Dictionary states that “significant” means “[o]f special importance; momentous, as distinguished from insignificant.” Black’s Law Dictionary (10th ed. 2014). The American Heritage Dictionary defines the word as “having or expressing meaning; meaningful,” “having or likely to have a major effect; important,” and “fairly large in amount or quantity.” American Heritage Dictionary 1619 (4th ed. 2000). We assume that, in CAFA, the word “significant” is used consistently and with the same meaning, as a modifier of “basis for the claims” and “relief.” *See Atl. Cleaners & Dyers v. United States*, 286 U.S. 427, 433 (1932) (“[T]here is a

natural presumption that identical words used in different parts of the same act are intended to have the same meaning.”).

To determine if the “basis for the claims” against Meridian is important or fairly large in amount or quantity, we compare the allegations against Meridian to the allegations made against the other Defendants. CAFA clarifies that we should look at a defendant’s “basis” in the context of the overall “claims asserted.” 28 U.S.C. § 1332(d)(4)(A)(i)(II)(bb). This comparative approach is consistent with the reasoning of the Third Circuit in *Kaufman*, 561 F.3d at 156 (“Whether [the significant basis] condition is met requires a substantive analysis comparing the local defendant’s alleged conduct to the alleged conduct of all the Defendants.”). *See also Opelousas*, 655 F.3d at 363 (requiring “more detailed allegations or extrinsic evidence detailing the local defendant’s conduct in relation to the out-of-state defendants”).

Meridian is one of just six Defendants referred to in the SAC. In terms of the overall class, the Plaintiffs allege that “Meridian conducted illegal debt collection agency activities with respect to thousands of files each year,” and that Meridian’s activities constituted between 15 to 20% of the total debt collection activities of all the Defendants. In *Evans*, the Eleventh Circuit reasoned that the “significant basis” provision was not satisfied because the plaintiffs had not shown that “a significant number or percentage of putative class members may have claims against [a local defendant].” *Evans*, 449 F.3d at 1167. By contrast, Meridian foreclosed between 15 to 20% of the homes of all Plaintiffs in the class. Several Plaintiffs then have colorable claims against Meridian.

To determine if the Plaintiffs claim “significant relief” from Meridian, we look to the remedies requested by the Plaintiffs in the SAC. *See Coleman*, 631 F.3d at 1020. The Plaintiffs claim general damages of \$10,000 from Meridian, and punitive damages as a result of deceptive trade practices and fraud. The Plaintiffs estimate that the total damages recoverable from Meridian are between \$5,000,000 and \$8,000,000. Meridian also concedes that the Plaintiffs seek equitable relief, which would significantly increase the overall value of the judgment against Meridian. *Cf. id.* (“Further, the complaint seeks injunctive relief against [the local defendant]. There is nothing in the complaint to suggest either that the injunctive relief sought is itself insignificant, or that [the local defendant] would be incapable of complying with an injunction.”). The amounts sought are sufficient to show that the Plaintiffs claim “significant relief” from a local defendant.

Our analysis is further buttressed by the Senate Judiciary Committee’s findings pertaining to the “local controversy exception.” The Committee Report stated that “[t]his provision is intended to respond to concerns that class actions with a truly local focus should not be moved to federal court under this legislation because state courts have a strong interest in adjudicating such disputes. . . . [A] federal court should bear in mind that the purpose of each of these criteria is to identify a truly local controversy—a controversy that uniquely affects a particular locality to the exclusion of all others.” S. Rep. No. 109-14, 39, 2005 U.S. Code Cong. & Admin. News 3, 38.

In this case, a class of exclusively Nevada Plaintiffs has filed suit against six Defendants, one of which is Nevada domiciled. The alleged misconduct took place exclusively in

BENKO V. QUALITY LOAN SERVICE CORP. 15

the state of Nevada. The one Nevada domiciled Defendant was allegedly responsible for between 15–20% of the wrongs alleged by the entire class. The Plaintiffs have met their burden to show that this case qualifies for the “local controversy exception.”

We reverse the district court, vacate the district court’s judgment, and remand with instructions to remand the case to the Eighth Judicial District Court of the State of Nevada, for further proceedings. *See Oregon v. Legal Servs. Corp.*, 552 F.3d 965, 969 (9th Cir. 2009).

REVERSED AND REMANDED WITH INSTRUCTIONS

WALLACE, Circuit Judge, dissenting:

I dissent from the majority’s holding in Part A that “plaintiffs should be permitted to amend a complaint after removal to clarify issues pertaining to federal jurisdiction under CAFA.” Opinion p. 11. In considering whether subsections (aa) and (bb) of CAFA’s local controversy exception are satisfied, we should not depart from the bright-line rule that “jurisdiction must be analyzed on the basis of the pleadings filed at the time of removal without reference to subsequent amendments.” *Sparta Surgical Corp. v. NASD*, 159 F.3d 1209, 1213 (9th Cir. 1998); *see also Pullman Co. v. Jenkins*, 305 U.S. 534, 537 (1939). The majority errs in carving out an inappropriate exception to that rule, based solely on non-binding dicta from *Coleman v. Estes Express Lines, Inc.*, 631 F.3d 1010, 1020–21 (9th Cir. 2011), which merely speculates that it “may” be wise, in the district court’s

16 BENKO V. QUALITY LOAN SERVICE CORP.

discretion, to “permit the plaintiff to file an amendment to the complaint that addresses any relevant CAFA criteria.” The majority’s rule departs from controlling precedent and will frustrate Congress’s intent that the local controversy exception be a narrow one, carefully drafted to ensure that it does not become a jurisdictional loophole. *See* Senate Report on CAFA, S. Rep. 109-14, at 39.

I also dissent from the majority’s conclusion in Part B that the district court abused its discretion in denying Plaintiffs leave to file the SAC. The district court did not abuse its discretion because its denial comports with the bright-line jurisdictional rule stated above. Additionally, we have consistently held that a district court does not abuse its discretion under Fed. R. Civ. P. 15 by denying proposed post-removal amendments that would destroy federal jurisdiction, as the proposed SAC does here.

Finally, even if the district court had abused its discretion in denying leave to file the SAC (which it did not), the majority should have remanded to the district court with orders to grant Plaintiffs leave to amend, and then to decide—in the first instance, once the SAC becomes operative—whether the allegations in the SAC satisfy the local controversy exception.

I.

The majority errs in departing from the clear rule that certain jurisdictional questions under CAFA are determined based on the pleadings operative at the time of removal, and are unaffected by later developments, including—especially—artful amending of the complaint. *See United Steel, Paper & Forestry, Rubber, Mfg., Energy, Allied Indus.*

AA000053

& *Serv. Workers Int’l Union v. Shell Oil Co.*, 602 F.3d 1087, 1091–92 (9th Cir. 2010). I fully agree with the Seventh Circuit’s observations that it is a “well-established general rule . . . that jurisdiction is determined at the time of removal, and nothing filed after removal affects jurisdiction,” and that “removal cases present concerns about forum manipulation that counsel against allowing a plaintiff’s post-removal amendments to affect jurisdiction.” *In re Burlington N. Santa Fe Ry. Co.*, 606 F.3d 379, 380–81 (7th Cir. 2010). I also agree with the Fifth Circuit’s maxim that “[a]llowing [plaintiffs] to avoid federal jurisdiction through a post-removal amendment would turn the policy underlying CAFA on its head.” *Cedar Lodge Plantation, LLC v. CSHV Fairway View I, LLC*, 768 F.3d 425, 429 (5th Cir. 2014).

In *Doyle v. OneWest Bank, FSB*, 764 F.3d 1097 (9th Cir. 2014), for example, our court concluded that the district court erred by considering an amended complaint that was filed post-removal to determine the citizenship of the plaintiff class. *Id.* at 1098. We specifically held that “[f]or the purpose of considering the applicability of the exceptions to CAFA jurisdiction, the District Court should have determined the citizenship of the proposed plaintiff class based on Doyle’s complaint ‘as of the date the case became removable.’” *Id.*, quoting *Mondragon v. Capital One Auto Fin.*, 736 F.3d 880, 883 (9th Cir. 2013). This was not dicta, as relied on by the majority, but a holding of our court which should govern this appeal.

Similarly, in *United Steel*, a putative class action was properly removed under CAFA but, after removal, class certification was denied. Our court held that remand to state court was improper—despite the failure of class certification—because “post-filing developments do not

18 BENKO V. QUALITY LOAN SERVICE CORP.

defeat [CAFA] jurisdiction if the jurisdiction was properly invoked [based on the pleadings] at the time of filing.” *United Steel*, 602 F.3d at 1091–92. This, too, was a prior holding of our court.

Nevertheless, the majority holds that district courts *must* allow plaintiffs to amend after removal if their complaint, as originally filed in state court, fails to address the “significant basis” and “significant relief” elements of CAFA’s local controversy exception. Opinion p. 11. Recognizing that allowing such a post-removal amendment is a clear departure from *Sparta Surgical*’s long-standing rule, the majority states that its conclusion “is *necessary* in light of *Coleman*.” Opinion p.11. Far from it. The passage the majority cites from *Coleman* is pure dicta. And it must be rejected because it conflicts with the Supreme Court’s rule in *Pullman Co.* as well as this court’s holding in *United Steel* and other cases cited above.

A.

Determining whether the local controversy exception applies should be a quick and simple process for district courts. *See Coleman*, 631 F.3d at 1016 (“Congress was particularly concerned that subject matter jurisdiction determinations be made quickly under CAFA”). District judges should simply look at the pleadings “as of the date the case became removable,” *Doyle*, 764 F.3d at 1098, and decide whether subsections (aa) and (bb) of the local controversy exception are satisfied. This is because, as a textual matter, CAFA’s local controversy exception applies to the district court’s jurisdiction “over a class action.” 28 U.S.C. § 1332(d)(4)(A)(I). The term “class action,” in turn, refers to the “civil action *filed*.” *Id.* § 1332(d)(1)(B)

AA000055

(emphasis added). Thus, when Congress said that district courts are to decline to entertain jurisdiction over certain “class actions,” it meant that the “courts are to look at the action when it was *filed* in order to determine whether the conditions of abstention are present.” *Cedar Lodge*, 768 F.3d at 428 (emphasis added); *see also Doyle*, 764 F.3d at 1098 (“For the purpose of considering the applicability of the exceptions to CAFA jurisdiction, the District Court should” look to the “complaint as of the date the case became removable” (internal quotation marks omitted)). As a result, if the district judge cannot discern whether the local controversy conditions are present on the face of the pleadings at the time of removal, the judge should conclude that the plaintiffs have failed to carry their burden to show that the local controversy exception applies. *See Mondragon*, 736 F.3d at 883.

This procedure is compelled by the critical difference between a federal court’s duty to find jurisdictional *facts* and its duty to identify and assess jurisdictional *allegations*. As *Coleman* explained, “some questions of subject matter jurisdiction are questions of fact, the determination of which may depend on evidence.” 631 F.3d at 1016 (listing, for example, a defendant’s citizenship or the amount in controversy). These jurisdictional facts, which exist independent of the complaint, may require evidentiary clarification if the pleadings themselves are insufficient.

Other questions of subject matter jurisdiction, however, including those at issue here, simply ask a court to identify what the plaintiff has *alleged*, and then to assess whether those allegations meet a jurisdictional standard. *Id.* (CAFA’s “use of the words ‘sought’ and ‘alleged,’” in subsections (aa) and (bb) indicates “that the district court is to look to the

20 BENKO V. QUALITY LOAN SERVICE CORP.

complaint rather than to extrinsic evidence”). Identifying what a plaintiff has *alleged* requires no clarification: the complaint says what it says. For this reason, having a fixed point in time at which we assess the pleadings is essential. The Supreme Court has so recognized. *See Pullman Co.*, 305 U.S. at 537 (A post-removal “second amended complaint should not have been considered in determining the right to remove, which . . . was to be determined according to the plaintiffs’ pleading at the time of the petition for removal”). If we allow plaintiffs to amend these particular jurisdictional allegations post-removal, we are permitting them not merely to “clarify” the existing jurisdictional nature of the suit, but rather to *shift* the very ground upon which we make our jurisdictional determination. This is why post-removal amendments with respect to subsections (aa) and (bb) are tantamount to post-filing developments that we uniformly consider irrelevant to our jurisdictional determination. *See, e.g., United Steel*, 602 F.3d at 1091.

We generally refuse to consider post-removal amendments in analyzing our jurisdiction because doing so would invite plaintiffs to plead artfully, after the fact, what is necessary to defeat federal jurisdiction. *See In re Burlington*, 606 F.3d at 381 (“[R]emoval cases present concerns about forum manipulation that counsel against allowing a plaintiff’s post-removal amendments to affect jurisdiction”). The present case demonstrates the very potential for manipulation that our rule in *Sparta Surgical* seeks to prevent.

Because applicability of the local controversy exception depends on a vague definition of the local defendant’s “significance,” and because “significant relief” and “significant basis” can be shown through subjective estimates, plaintiffs have every incentive to “estimate” in a

post-removal amendment as much as necessary to defeat CAFA jurisdiction. Indeed, Plaintiffs here sought to amend their complaint after removal to “elaborate on estimates of the percentage of total claims asserted against” the local defendant. Opinion p. 10. Predictably, this post-filing amendment resulted, in the majority’s view, in Plaintiffs successfully defeating CAFA jurisdiction, which was properly invoked based on the operative complaint at the time of removal. This manufactured result is clearly at odds with *Sparta Surgical* and its underlying principles.

B.

The concern the majority shares with *Coleman*’s dicta, of course, is that it may appear unfair to hold plaintiffs to their pleadings at the time of removal since their “state court complaint . . . may not address CAFA-specific issues, such as the local controversy exception.” Opinion p. 11. But that concern is unfounded, and in any event cannot overcome CAFA’s text or our jurisdictional rules. Congress chose language clearly indicating that judges are to look at the action as *filed*—in state court—when making CAFA’s jurisdictional determinations at the time of removal. *See supra* Part I.A. Our cases consistently follow this principle. In *Doyle*, for example, we adhered to CAFA’s textual directive that we determine the parties’ citizenship “as of the date of the filing of the complaint or amended complaint.” 764 F.3d at 1098. Even in *Coleman* our court recognized that “under long-established law,” in a related jurisdictional context, “the district court looks to the ‘well-pleaded complaint,’ rather than to *any subsequent pleading* or evidence, in determining whether there is federal question subject matter jurisdiction.” *Coleman*, 631 F.3d at 1016 (emphasis added).

22 BENKO V. QUALITY LOAN SERVICE CORP.

It should not surprise informed plaintiffs, therefore, when we similarly require them to carry their burden to satisfy the “significant relief” and “significant basis” elements of the local controversy exception based upon their pleadings at the time of removal, without regard to “any subsequent pleading.” *Id.* If plaintiffs fail to carry that burden, it is no excuse that their “putative class action in state court need[ed] satisfy only the pleading standards of that court.” *Coleman*, 631 F.3d at 1020. Perhaps if state pleading standards somehow *prevented* plaintiffs from pleading the necessary facts, a narrow exception might be warranted. But the majority fails to cite a single example of a state court pleading standard that would somehow preclude a plaintiff from clearly alleging in their state-filed complaint that at least one locally domiciled defendant is one “from whom significant relief is sought” and “whose alleged conduct forms a significant basis” for the plaintiffs’ claims. 28 U.S.C. § 1332(d)(4)(B)(II)(aa), (bb).

Accordingly, class action plaintiffs and their attorneys who are making CAFA-eligible claims in state court should be held to understand that CAFA removal is always a possibility, and that if they wish to remain in state court, they must plead accordingly. If unsavvy plaintiffs or careless lawyers are caught unawares, that is unfortunate. But such lack of foresight does not justify our departure from the bright-line rule in *Sparta Surgical*. Having bright-line rules on jurisdictional matters permits attorneys to know in advance what action they should take. Federal courts, and litigants who appear before us, are better served by our adherence to bright-line jurisdictional rules, rather than our making excuses for those who have failed to follow our procedural mandates.

In sum, jurisdictional determinations that depend exclusively on allegations in the complaint should be determined based on the pleadings operative at the time of removal. *Sparta Surgical*, 159 F.3d at 1213. CAFA contains no indication that Congress wanted us to deviate from this long-standing rule. In fact, the majority's departure from this bright-line rule defeats CAFA's purpose by converting the ostensibly narrow local controversy exception into a tool for plaintiffs to plead out of the very jurisdiction Congress intended CAFA to bestow. Moreover, it will embroil future courts in making fundamentally artificial determinations about whether any particular post-removal amendment is simply "clarifying" or is rather "manipulating." Finally, the majority's departure is in no way "necessary in light of *Coleman*," because the relevant passage from *Coleman* is pure dicta. I therefore dissent from the majority's holding in Part A.

II.

A.

I also dissent from the majority's conclusion that the district court abused its discretion in denying Plaintiffs leave to file the SAC. Rule 15 of the Federal Rules of Civil Procedure says that leave to amend "shall be given when justice so requires," so we accordingly review a denial of leave to amend "strictly in light of the strong policy permitting amendment." *Bowles v. Reade*, 198 F.3d 752, 757 (9th Cir. 1999). The majority interprets that "strict" standard as *requiring* leave to amend unless "countervailing considerations—such as undue delay, prejudice, bad faith, or futility—counsel[] against amendment." Opinion p. 10. But even under that standard, the proposed amendments in the

24 BENKO V. QUALITY LOAN SERVICE CORP.

SAC would be “futile” if our case law forbade courts from considering them. Such is the case here.

Our consideration of post-removal amendments is a narrow one-way street in favor of those that *support* rather than *avoid* federal jurisdiction. For example, on rare occasions we have considered post-removal amendments that “solidify” federal jurisdiction, even though removal appeared improper under the operative complaint at the time of removal. *See Chabner v. United of Omaha Life Ins. Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000); *Retail Prop. Trust v. United Bhd. of Carpenters & Joiners of Am.*, 768 F.3d 938, 949 (9th Cir. 2014). But in doing so, we explained that we would be unwilling to consider a post-removal amendment that sought to *destroy* rather than to “solidify” federal jurisdiction. *Chabner*, 225 F.3d at 1046 n.3, quoting *Sparta Surgical*, 159 F.3d at 1213. In light of this precedent, the district court did not abuse its discretion in denying leave to file the proposed SAC. Plaintiffs’ proposed amendments would have been futile because we do not consider post-removal amendments that “would destroy federal jurisdiction after the case has been properly removed.” *Chabner*, 225 F.3d at 1046 n.3.

The majority apparently would not apply this principle here, however, because it believes “Plaintiffs . . . did not amend the FAC . . . so as to avoid federal jurisdiction.” Opinion p. 10. I disagree—that is exactly what Plaintiffs attempted to do. They sought to amend their complaint to “elaborate on estimates of the percentage of total claims asserted against Meridian . . . and the dollar value of those claims,” Opinion p. 10. The clear purpose of those amendments was to add new allegations that would satisfy the local controversy exception and thereby foreclose federal

AA000061

jurisdiction under CAFA. Indeed, according to the majority, Plaintiffs' amendments accomplished that very intended result. Under these circumstances the district court did not abuse its discretion in denying leave to amend.

B.

The above reasoning seems clear to me. But even if the district court *had* abused its discretion in denying Plaintiffs leave to file the SAC, the proper course would be for us to remand to the district court, rather than to analyze the SAC's allegations in the first instance.

As an initial matter, although Plaintiffs *moved* to amend their FAC on April 12, 2012, the district court *denied* that motion in all material respects in its omnibus order dated January 2, 2013. Thus, the proposed SAC was not operative, and indeed never became operative. This fact is a problem for the majority's analysis in Part B because *Coleman* requires federal courts "to look to the complaint rather than to extrinsic evidence" in resolving whether a significant local defendant exists. *Coleman*, 631 F.3d at 1016. The "complaint" referenced in *Coleman* clearly refers to an operative complaint, not to a *proposed* one, like the SAC. As a result, until it is properly filed with the district court, the SAC is evidence extrinsic to the operative FAC, which cannot be considered in analyzing subsections (aa) and (bb) of the local controversy exception. *Id.*

If the majority believes the district court's denial was an abuse of discretion, it should not decide whether extrinsic evidence in the proposed SAC satisfies the local controversy exception in the first instance on appeal. Rather, it should remand for the district court to address that question in the

26 BENKO V. QUALITY LOAN SERVICE CORP.

first instance, once its alleged error has been corrected. *Zivotofsky ex rel. Zivotofsky v. Clinton*, 132 S. Ct. 1421, 1430 (2012) (“[W]hen we reverse on a threshold question, we typically remand for resolution of any claims the lower courts’ error prevented them from addressing.”).

III.

In my view, the district court correctly considered only the allegations in the operative complaint at the time of removal—without regard to subsequent attempted amendments—in analyzing whether Plaintiffs met their burden under subsections (aa) and (bb) of the local controversy exception. *See Sparta Surgical*, 159 F.3d at 1213. For this reason alone, I would hold that the district court did not abuse its discretion in denying leave to amend. Alternatively, however, I would hold that district court did not abuse its discretion because Plaintiffs’ proposed amendments would have been futile, since we are not permitted to consider those that would have eliminated federal jurisdiction. *See Chabner*, 225 F.3d at 1046 n.3.

I would hold that the district court, after properly limiting itself to considering only the allegations in the FAC, did not err in concluding that Plaintiffs failed to satisfy the requirements of CAFA’s local controversy exception. I therefore dissent.

AA000063

United States Court of Appeals for the Ninth Circuit

Office of the Clerk
95 Seventh Street
San Francisco, CA 94103

Information Regarding Judgment and Post-Judgment Proceedings

Judgment

- This Court has filed and entered the attached judgment in your case. Fed. R. App. P. 36. Please note the filed date on the attached decision because all of the dates described below run from that date, not from the date you receive this notice.

Mandate (Fed. R. App. P. 41; 9th Cir. R. 41-1 & -2)

- The mandate will issue 7 days after the expiration of the time for filing a petition for rehearing or 7 days from the denial of a petition for rehearing, unless the Court directs otherwise. To file a motion to stay the mandate, file it electronically via the appellate ECF system or, if you are a pro se litigant or an attorney with an exemption from using appellate ECF, file one original motion on paper.

Petition for Panel Rehearing (Fed. R. App. P. 40; 9th Cir. R. 40-1)

Petition for Rehearing En Banc (Fed. R. App. P. 35; 9th Cir. R. 35-1 to -3)

(1) A. Purpose (Panel Rehearing):

- A party should seek panel rehearing only if one or more of the following grounds exist:
 - ▶ A material point of fact or law was overlooked in the decision;
 - ▶ A change in the law occurred after the case was submitted which appears to have been overlooked by the panel; or
 - ▶ An apparent conflict with another decision of the Court was not addressed in the opinion.
- Do not file a petition for panel rehearing merely to reargue the case.

B. Purpose (Rehearing En Banc)

- A party should seek en banc rehearing only if one or more of the following grounds exist:

- ▶ Consideration by the full Court is necessary to secure or maintain uniformity of the Court's decisions; or
- ▶ The proceeding involves a question of exceptional importance; or
- ▶ The opinion directly conflicts with an existing opinion by another court of appeals or the Supreme Court and substantially affects a rule of national application in which there is an overriding need for national uniformity.

(2) Deadlines for Filing:

- A petition for rehearing may be filed within 14 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the United States or an agency or officer thereof is a party in a civil case, the time for filing a petition for rehearing is 45 days after entry of judgment. Fed. R. App. P. 40(a)(1).
- If the mandate has issued, the petition for rehearing should be accompanied by a motion to recall the mandate.
- *See* Advisory Note to 9th Cir. R. 40-1 (petitions must be received on the due date).
- An order to publish a previously unpublished memorandum disposition extends the time to file a petition for rehearing to 14 days after the date of the order of publication or, in all civil cases in which the United States or an agency or officer thereof is a party, 45 days after the date of the order of publication. 9th Cir. R. 40-2.

(3) Statement of Counsel

- A petition should contain an introduction stating that, in counsel's judgment, one or more of the situations described in the "purpose" section above exist. The points to be raised must be stated clearly.

(4) Form & Number of Copies (9th Cir. R. 40-1; Fed. R. App. P. 32(c)(2))

- The petition shall not exceed 15 pages unless it complies with the alternative length limitations of 4,200 words or 390 lines of text.
- The petition must be accompanied by a copy of the panel's decision being challenged.
- An answer, when ordered by the Court, shall comply with the same length limitations as the petition.
- If a pro se litigant elects to file a form brief pursuant to Circuit Rule 28-1, a petition for panel rehearing or for rehearing en banc need not comply with Fed. R. App. P. 32.

- The petition or answer must be accompanied by a Certificate of Compliance found at Form 11, available on our website at www.ca9.uscourts.gov under *Forms*.
- You may file a petition electronically via the appellate ECF system. No paper copies are required unless the Court orders otherwise. If you are a pro se litigant or an attorney exempted from using the appellate ECF system, file one original petition on paper. No additional paper copies are required unless the Court orders otherwise.

Bill of Costs (Fed. R. App. P. 39, 9th Cir. R. 39-1)

- The Bill of Costs must be filed within 14 days after entry of judgment.
- See Form 10 for additional information, available on our website at www.ca9.uscourts.gov under *Forms*.

Attorneys Fees

- Ninth Circuit Rule 39-1 describes the content and due dates for attorneys fees applications.
- All relevant forms are available on our website at www.ca9.uscourts.gov under *Forms* or by telephoning (415) 355-7806.

Petition for a Writ of Certiorari

- Please refer to the Rules of the United States Supreme Court at www.supremecourt.gov

Counsel Listing in Published Opinions

- Please check counsel listing on the attached decision.
- If there are any errors in a published opinion, please send a letter **in writing within 10 days** to:
 - ▶ Thomson Reuters; 610 Opperman Drive; PO Box 64526; St. Paul, MN 55164-0526 (Attn: Jean Green, Senior Publications Coordinator);
 - ▶ and electronically file a copy of the letter via the appellate ECF system by using “File Correspondence to Court,” or if you are an attorney exempted from using the appellate ECF system, mail the Court one copy of the letter.

United States Court of Appeals for the Ninth Circuit

BILL OF COSTS

This form is available as a fillable version at:

<http://cdn.ca9.uscourts.gov/datastore/uploads/forms/Form%2010%20-%20Bill%20of%20Costs.pdf>.

Note: If you wish to file a bill of costs, it MUST be submitted on this form and filed, with the clerk, with proof of service, within 14 days of the date of entry of judgment, and in accordance with 9th Circuit Rule 39-1. A late bill of costs must be accompanied by a motion showing good cause. Please refer to FRAP 39, 28 U.S.C. § 1920, and 9th Circuit Rule 39-1 when preparing your bill of costs.

_____ v. _____ 9th Cir. No. _____

The Clerk is requested to tax the following costs against: _____

Cost Taxable under FRAP 39, 28 U.S.C. § 1920, 9th Cir. R. 39-1	REQUESTED <i>(Each Column Must Be Completed)</i>				ALLOWED <i>(To Be Completed by the Clerk)</i>			
	No. of Docs.	Pages per Doc.	Cost per Page*	TOTAL COST	No. of Docs.	Pages per Doc.	Cost per Page*	TOTAL COST
Excerpt of Record	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Opening Brief	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Answering Brief	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Reply Brief	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
Other**	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL:				\$ <input type="text"/>	TOTAL: \$ <input type="text"/>			

* *Costs per page:* May not exceed .10 or actual cost, whichever is less. 9th Circuit Rule 39-1.

** *Other:* Any other requests must be accompanied by a statement explaining why the item(s) should be taxed pursuant to 9th Circuit Rule 39-1. Additional items without such supporting statements will not be considered.

Attorneys' fees **cannot** be requested on this form.

Continue to next page
AA00006X

Form 10. Bill of Costs - Continued

I, , swear under penalty of perjury that the services for which costs are taxed were actually and necessarily performed, and that the requested costs were actually expended as listed.

Signature

("s/" plus attorney's name if submitted electronically)

Date

Name of Counsel:

Attorney for:

(To Be Completed by the Clerk)

Date

Costs are taxed in the amount of \$

Clerk of Court

By: , Deputy Clerk

A-11-649857-C

FILED

OCT 26 2015

Alvin J. Johnson
CLERK OF COURT

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

JEFFREY BENKO, et al,

Case No. 2:12-cv-00224-MMD-GWF

Plaintiffs-Appellants,

ORDER

v.

QUALITY LOAN SERVICE
CORPORATION, et al.,

Defendants-Appellees.

Pursuant to the Ninth Circuit Court of Appeals' decision (dkt. no. 115), the Court's Order entered on January 2, 2013, and the Judgment entered on January 3, 2013 (dkt. nos. 101, 103) are vacated. This case is remanded to the Eighth Judicial District Court of the State of Nevada. The Clerk is instructed to close this case.

DATED THIS 21st day of October 2015.

Miranda M. Du
MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

I hereby attest and certify on 10.23.15
that the foregoing document is a full, true
and correct copy of the original on file in my
legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA

By *S. Denson* Deputy Clerk



A-11-649857-C
ORRM
Order of Remand from Federal Court
4497387



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CLOSED

**United States District Court
District of Nevada (Las Vegas)
CIVIL DOCKET FOR CASE #: 2:12-cv-00224-MMD-GWF**

Benko et al v. Quality Loan Service Corporation et al
Assigned to: Judge Miranda M. Du
Referred to: Magistrate Judge George Foley, Jr
Case in other court: U.S. Court of Appeals for the Ninth
Circuit, 13-15185
District Court, Clark County, Nevada,
A-11-649857-C

Cause: 28:1332 Diversity-(Citizenship)

Plaintiff

Jeffrey Benko

represented by **Nicholas A Boylan**
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Plaintiff

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Shawn Christopher
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Plaintiff

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Plaintiff

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Plaintiff

AA000070

Jacqueline Scinta

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Plaintiff

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Plaintiff

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AA000071

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V.

Defendant

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AA000072

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Defendant

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Defendant

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Defendant

Meridian Foreclosure Service
doing business as
Meridian Trust Deed Service
doing business as
MTDS, Inc.

represented by **Arlene Casillas**
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Defendant

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Defendant

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ATTORNEY TO BE NOTICED

Defendant**Meridian Trust Deed Services**represented by **Arlene Casillas**

(See above for address)

ATTORNEY TO BE NOTICED

I-Che Lai

(See above for address)

ATTORNEY TO BE NOTICED

Michael R Brooks

(See above for address)

ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
02/13/2012	<u>1</u>	PETITION FOR REMOVAL from District Court, Clark County, Nevada, Case Number A-11-649857-C, (Filing fee \$ 350 receipt number 0978-2272451), filed by Meridian Foreclosure Service dba MTDS, Inc. dba Meridian Trust Deed Service. Proof of service due by 2/9/2012. Certificate of Interested Parties due by 2/23/2012. (Attachments: # <u>1</u> Civil Cover Sheet, # <u>2</u> Exhibit) (Lai, I-Che) (Entered: 02/13/2012)
02/13/2012		Case assigned to Chief Judge Robert C. Jones and Magistrate Judge George Foley, Jr. (SLR) (Entered: 02/13/2012)
02/13/2012	<u>2</u>	NOTICE PURSUANT TO LOCAL RULE IB 2-2: In accordance with 28 USC § 636(c) and FRCP 73, the parties in this action are provided with a link to the "AO 85 Notice of Availability, Consent, and Order of Reference – Exercise of Jurisdiction by a U.S. Magistrate Judge" form on the Court's website – www.nvd.uscourts.gov . Consent forms should NOT be electronically filed. Upon consent of all parties, counsel are advised to manually file the form with the Clerk's Office. (no image attached) (SLR) (Entered: 02/13/2012)
02/13/2012	<u>3</u>	MINUTE ORDER IN CHAMBERS of the Honorable Chief Judge Robert C. Jones, on 2/13/2012. Statement regarding removed action is due by 3/2/2012. Joint Status Report regarding removed action is due by 3/17/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 02/13/2012)
02/14/2012	<u>4</u>	CERTIFICATE OF SERVICE for Notice of Removal by Defendant Meridian Foreclosure Service re <u>1</u> Petition for Removal,. (Amended) (Lai, I-Che) (Entered: 02/14/2012)
02/15/2012	<u>5</u>	NOTICE by Defendant Quality Loan Service Corporation re <u>1</u> Petition for Removal,. <i>Notice of Consent to Removal</i> (Hunter, Christopher) (Entered: 02/15/2012)
02/15/2012	<u>6</u>	CERTIFICATE of Interested Parties filed by Quality Loan Service Corporation. There are no known interested parties other than those participating in the case. (Hunter, Christopher) (Entered: 02/15/2012)
02/21/2012	<u>7</u>	NOTICE by Defendant MTC Finacial, Inc. re <u>1</u> Petition for Removal,. <i>Consent and Joinder to Removal</i> (Reynolds, Richard) (Entered: 02/21/2012)
02/21/2012	<u>8</u>	CERTIFICATE of Interested Parties filed by MTC Finacial, Inc.. There are no known interested parties other than those participating in the case. (Reynolds, Richard) (Entered: 02/21/2012)
02/21/2012	<u>9</u>	STATEMENT of Corporate Disclosure by Defendant MTC Finacial, Inc.. (Reynolds, Richard) (Entered: 02/21/2012)

AA000075

02/21/2012	<u>10</u>	MOTION to Dismiss by Defendant MTC Finacial, Inc.. Responses due by 3/9/2012. (Attachments: # <u>1</u> Request for Judicial Notice, # <u>2</u> Exhibit A, B, and C, # <u>3</u> Exhibit D, E, F, G, H, and I, # <u>4</u> Exhibit J, K, L, and M..to be continued)(Reynolds, Richard) (Entered: 02/21/2012)
02/21/2012	<u>11</u>	EXHIBIT(s) <i>N, O, and P... etc.</i> to <u>10</u> MOTION to Dismiss <i>Complaint (First through Third Claims)</i> MOTION to Dismiss <i>Complaint (First through Third Claims)</i> ; filed by Defendant MTC Finacial, Inc.. (Attachments: # <u>1</u> Exhibit Q, R, and S, # <u>2</u> Exhibit T, U, and V, # <u>3</u> Exhibit W, X, and Y, # <u>4</u> Exhibit Z, # <u>5</u> Exhibit AA, BB, and CC...to be continued)(Reynolds, Richard) (Entered: 02/21/2012)
02/21/2012	<u>12</u>	EXHIBIT(s) <i>DD, EE and FF...</i> to <u>10</u> MOTION to Dismiss <i>Complaint (First through Third Claims)</i> MOTION to Dismiss <i>Complaint (First through Third Claims)</i> ; filed by Defendant MTC Finacial, Inc.. (Attachments: # <u>1</u> Exhibit GG, HH, and II, # <u>2</u> Exhibit JJ, and KK (end of exhibits))(Reynolds, Richard) (Entered: 02/21/2012)
02/22/2012	<u>13</u>	MOTION to Dismiss by Defendant Quality Loan Service Corporation. Responses due by 3/10/2012. Certificate of Interested Parties due by 3/3/2012. Discovery Plan/Scheduling Order due by 4/7/2012. (Attachments: # <u>1</u> Exhibit Benko DOT, # <u>2</u> Exhibit Benko NOD, # <u>3</u> Exhibit Benko docket, # <u>4</u> Exhibit Martinez DOT, # <u>5</u> Exhibit Martinez NOD, # <u>6</u> Exhibit Martinez docket, # <u>7</u> Exhibit Scinta DOT, # <u>8</u> Exhibit Scinta NOD, # <u>9</u> Exhibit Scinta docket, # <u>10</u> Exhibit Hjorth DOT, # <u>11</u> Exhibit Hjorth NOD, # <u>12</u> Exhibit Benko schedules, # <u>13</u> Exhibit Martinez schedules, # <u>14</u> Exhibit Scinta schedules)(Hunter, Christopher) (Entered: 02/22/2012)
02/22/2012	<u>14</u>	NOTICE of Appearance by attorney Michael E Sullivan on behalf of Defendant MTC Finacial, Inc.. (Sullivan, Michael) (Entered: 02/22/2012)
02/23/2012	<u>15</u>	NOTICE of Appearance by attorney John M Netzorg on behalf of Defendant Appleton Properties, LLC. (Netzorg, John) (Entered: 02/23/2012)
02/24/2012	<u>16</u>	MOTION to Dismiss filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services: Responses due by 3/12/2012. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5, # <u>6</u> Exhibit 6, # <u>7</u> Exhibit 7, # <u>8</u> Exhibit 8, # <u>9</u> Exhibit 9, # <u>10</u> Exhibit 10)(Casillas, Arlene) (Entered: 02/24/2012)
02/27/2012	<u>17</u>	MOTION to Dismiss <i>Plaintiffs' First Amended Complaint for Damages</i> by Defendant California Reconveyance Company. Responses due by 3/15/2012. Certificate of Interested Parties due by 3/8/2012. Discovery Plan/Scheduling Order due by 4/12/2012. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H, # <u>9</u> Exhibit I, # <u>10</u> Exhibit J)(Larsen, Kent) (Entered: 02/27/2012)
02/28/2012	<u>18</u>	STATEMENT RE: REMOVAL; filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che) (Entered: 02/28/2012)
02/28/2012	<u>19</u>	CERTIFICATE of Interested Parties filed by Meridian Foreclosure Service, Meridian Trust Deed Services. There are no known interested parties other than those participating in the case. (Lai, I-Che) (Entered: 02/28/2012)
02/28/2012	<u>20</u>	JOINDER to <u>12</u> Exhibit, <u>11</u> Exhibit, <u>13</u> MOTION to Dismiss, <u>16</u> MOTION to Dismiss, <u>10</u> MOTION to Dismiss; filed by Defendant California Reconveyance Company. (Larsen, Kent) (Entered: 02/28/2012)
02/29/2012	<u>21</u>	First MOTION for Entry of Clerks Default by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. Motion ripe 2/29/2012. (Boylan, Nicholas) (Entered: 02/29/2012)
02/29/2012	<u>22</u>	JOINDER to <u>17</u> MOTION to Dismiss, <u>13</u> MOTION to Dismiss and <u>10</u> MOTION to Dismiss; filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services (Lai, I-Che) (Entered: 02/29/2012)
02/29/2012	<u>23</u>	REQUEST for Judicial Notice re <u>16</u> MOTION to Dismiss; filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che)

AA000076

		(Entered: 02/29/2012)
02/29/2012	<u>24</u>	NOTICE re <u>1</u> Petition for Removal, filed by Defendant National Default Servicing Corporation. (Wilde, Gregory) (Entered: 02/29/2012)
02/29/2012	<u>25</u>	JOINDER to <u>1</u> Petition for Removal; filed by Defendant National Default Servicing Corporation. (Wilde, Gregory) (Entered: 02/29/2012)
02/29/2012	<u>26</u>	JOINDER to <u>17</u> MOTION to Dismiss; <u>13</u> MOTION to Dismiss; <u>16</u> MOTION to Dismiss and <u>10</u> MOTION to Dismiss; filed by Defendant National Default Servicing Corporation. (Attachments: # <u>1</u> Exhibit Exhibit "A", # <u>2</u> Exhibit Exhibit "B", # <u>3</u> Exhibit Exhibit "C")(Wilde, Gregory) (Entered: 02/29/2012)
02/29/2012	<u>27</u>	CERTIFICATE of Interested Parties filed by California Reconveyance Company that identifies all parties that have an interest in the outcome of this case. Corporate Parent JPMorgan Chase & Co. for California Reconveyance Company added.. (Larsen, Kent) (Entered: 02/29/2012)
03/01/2012	<u>28</u>	Clerk's ENTRY OF DEFAULT as to National Default Servicing Corporation re <u>21</u> First MOTION for Entry of Clerks Default. (SLR) (Entered: 03/01/2012)
03/02/2012	<u>29</u>	STIPULATION FOR EXTENSION OF TIME (First Request) re <u>5</u> Notice (Other), <u>1</u> Petition for Removal, <u>13</u> MOTION to Dismiss, <u>16</u> MOTION to Dismiss; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Boylan, Nicholas) (Entered: 03/02/2012)
03/02/2012	<u>30</u>	STIPULATION re <u>28</u> Clerk's Entry of Default; filed by Defendant National Default Servicing Corporation. (Wilde, Gregory) (Entered: 03/02/2012)
03/05/2012	<u>31</u>	MOTION to Dismiss re: <u>1</u> Forst Amended Complaint; filed by Defendant Appleton Properties, LLC. Responses due by 3/22/2012. (Attachments: # <u>1</u> Exhibit 7-29-11 recorded Trustee's Deed, # <u>2</u> Exhibit 01-05-11 recorded Notice of Breach and Election to Sell, # <u>3</u> Exhibit 04-0-11 recorded Certificate re Foreclosure Mediation, # <u>4</u> Exhibit 06-23-11 recorded Notice of Trustee's Sale)(Netzorg, John) (Entered: 03/05/2012)
03/12/2012	<u>32</u>	<p>MINUTE ORDER IN CHAMBERS of the Honorable Chief Judge Robert C. Jones, on March 12, 2012, by Carrie Lipparelli, Judicial Assistant. IT IS HEREBY ORDERED that ORAL ARGUMENT RE: is set as follows:</p> <p><u>THURSDAY, JUNE 21, 2012 @ 1:30PM</u></p> <p>[10, 20, 22, 26] Motion to Dismiss Complaint (First Through Third Claims) Against Defendant MTC Financial Inc. Dba Trustee Corps;</p> <p>[13, 20, 22, 26, 31] Quality Loan Service Corporations Motion to Dismiss;</p> <p>[16, 20, 26] Motion to Dismiss;</p> <p>[17, 22, 26, 31] Defendant California Reconveyance Companys Motion to Dismiss Plaintiffs First Amended Complaint For Damages; and</p> <p><u>31</u> Appleton Properties, LLCs Motion to Dismiss Plaintiffs Fourth Claim for Relief; Motion to Expunge Lis Pendens and Request for Judicial Notice</p> <p><u>34</u> Plaintiffs Motion to Remand to Nevada State Court, Pursuant to the Local Controversy Exception to the Class Action Fairness Act</p> <p><u>45</u> Plaintiffs' Motion for Order Granting Leave to File Second Amended Complaint</p> <p>NOTICE OF HEARING LOCATION: <i>Parties may appear at either location.</i></p> <p><u>Video Conference Las Vegas</u>: Lloyd D. George U.S. Courthouse, United States District Court District of Nevada, 333 Las Vegas Blvd. South, Las Vegas, Nevada 89101, COURTROOM LOCATION TO BE DETERMINED AND NOTICED</p>

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		<p>AT PUBLIC ELEVATORS.</p> <p><u>In Person Reno</u>: COURTROOM 6, Bruce R. Thompson Federal Building & U.S. Courthouse, United States District Court District of Nevada, 400 South Virginia Street, Reno, Nevada 89501.</p> <p>IT IS SO ORDERED. Signed Chief Judge Robert C. Jones. (no image attached) (Copies have been distributed pursuant to the NEF – CL) Modified on 3/22/2012 (CL). Modified on 5/9/2012 (CL). (Entered: 03/12/2012)</p>
03/14/2012	<u>33</u>	ORDER ON STIPULATION Granting <u>29</u> Stipulation for an Extension of Time for Plaintiffs to file their opposition Briefs and Defendants to File their Reply Briefs to Defendants 5 Motions to Dismiss. Responses due by 3/26/2012. Replies due by 4/6/2012. Signed by Chief Judge Robert C. Jones on 3/12/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 03/14/2012)
03/14/2012	<u>34</u>	MOTION to Remand to State Court by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. Responses due by 3/31/2012. (Attachments: # <u>1</u> Request for Judicial Notice, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Exhibit, # <u>7</u> Exhibit, # <u>8</u> Exhibit, # <u>9</u> Exhibit, # <u>10</u> Certificate of Service)(Boylan, Nicholas) (Entered: 03/14/2012)
03/15/2012	<u>35</u>	STATUS REPORT RE: REMOVAL (<i>Joint</i>) filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che) (Entered: 03/15/2012)
03/20/2012	<u>36</u>	STIPULATION FOR EXTENSION OF TIME (First Request) re <u>29</u> Stipulation,, ; <i>AMENDED STIPULATION AND [PROPOSED] ORDER</i> by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Boylan, Nicholas) (Entered: 03/20/2012)
03/21/2012	<u>37</u>	ORDER ON STIPULATION Granting <u>36</u> Stipulation re Plaintiffs' filing of Their Opposition Briefs to Defendants Five Motions to Dismiss. Responses due by 5/4/2012. Replies due by 5/25/2012. Signed by Chief Judge Robert C. Jones on 3/21/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 03/21/2012)
04/02/2012	<u>38</u>	RESPONSE to <u>34</u> MOTION to Remand to State Court, filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. Replies due by 4/12/2012. (Lai, I-Che) (Entered: 04/02/2012)
04/02/2012	<u>39</u>	RESPONSE to <u>34</u> MOTION to Remand to State Court, filed by Defendant MTC Finacial, Inc.. Replies due by 4/12/2012. (Attachments: # <u>1</u> Request for Judicial Notice)(Reynolds, Richard) (Entered: 04/02/2012)
04/02/2012	<u>40</u>	JOINDER to <u>38</u> Response to Motion to Remand to State Court; filed by Defendant California Reconveyance Company. (Weber, Katie) (Entered: 04/02/2012)
04/03/2012	<u>41</u>	JOINDER to <u>39</u> Response to Motion, <u>38</u> Response to Motion ; filed by Defendant Quality Loan Service Corporation. (Hunter, Christopher) (Entered: 04/03/2012)
04/04/2012	<u>42</u>	JOINDER to <u>38</u> Response to Motion; filed by Defendant National Default Servicing Corporation. (Wilde, Gregory) (Entered: 04/04/2012)
04/11/2012	<u>43</u>	ORDER that the parties shall submit a proposed discovery plan and scheduling order pursuant to LR 26–1 not later than 4/23/2012. Signed by Magistrate Judge George Foley, Jr on 4/11/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 04/11/2012)
04/12/2012	<u>44</u>	REPLY to Response to <u>34</u> MOTION to Remand to State Court ; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Attachments: # <u>1</u> Affidavit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u>

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		Certificate of Service)(Boylan, Nicholas) (Entered: 04/12/2012)
04/12/2012	<u>45</u>	MOTION to Amend Complaint filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. Responses due by 4/29/2012. (Attachments: # <u>1</u> Notice of Motion, # <u>2</u> Second Amended Complaint, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Exhibit, # <u>7</u> Certificate of Service)(Boylan, Nicholas) (Entered: 04/12/2012)
04/23/2012	<u>46</u>	PROPOSED Discovery Plan/Scheduling Order filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Certificate of Service Certificate of Service re Discovery Plan)(Boylan, Nicholas) (Entered: 04/23/2012)
04/23/2012	<u>47</u>	PROPOSED Discovery Plan/Scheduling Order filed by Defendant California Reconveyance Company <i>Proposed Discovery Plan/Scheduling Order of Defendants Meridian Foreclosure Service, California Reconveyance Company, Appleton Properties, LLC and MTC Financial, Inc.</i> (Larsen, Kent) (Entered: 04/23/2012)
04/25/2012	48	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 4/25/2012. By Judicial Assistant: Julia Wright. RE: <u>47</u> Proposed Discovery Plan/Scheduling Order, <u>46</u> Proposed Discovery Plan/Scheduling Order : Discovery Hearing is set for Monday, April 30, 2012, at 1:30 PM in LV Courtroom 3A before Magistrate Judge George Foley Jr. Out-of-state counsel may appear telephonically. The parties are instructed to call telephone number: (702) 868-4910, password 123456, five (5) minutes prior to the hearing time. Please remain on the line until such time as the Court joins the call and convenes the proceedings. The use of a cell phone or speaker phone during the call is prohibited. The call must be made using a land line. (Copies have been distributed pursuant to the NEF – JBW) (Entered: 04/25/2012)
04/26/2012	<u>49</u>	JOINDER to <u>47</u> Proposed Discovery Plan/Scheduling Order, filed by Defendant National Default Servicing Corporation. (Wilde, Gregory) (Entered: 04/26/2012)
04/30/2012	50	MINUTES OF PROCEEDINGS – Discovery Hearing held on 4/30/2012 before Magistrate Judge George W Foley. Crtrm Administrator: <i>Jeff Miller</i> ; Pla Counsel: <i>Nicholas Boylan, Esq. (via telephone)</i> ; Def Counsel: <i>Kent Larsen, Esq., Michael Brooks, Esq.</i> ; Court Reporter/FTR #: <i>1:32:18 – 1:41:27</i> ; Time of Hearing: <i>1:30pm</i> ; Courtroom: <i>3A</i> ; The Court has reviewed Counsels' competing Proposed Discovery Plan and Scheduling Orders <u>46</u> and <u>47</u> , as well as Joinder <u>49</u> . The Court has also taken note that there are Dispositive Motions set for hearing on 6/21/2012 before the District Judge in this case. The Court inquires if Counsel would object to deferring the commencement of discovery until after a decision on the Dispositive Motions is rendered. Counsel do not object and state their respective positions. IT IS ORDERED: The Court will DEFER the entry of a Discovery Plan and Scheduling Order in this case until after a decision on the pending Dispositive Motions is entered by the District Judge. If this case survives motions practice, the Court directs Counsel to meet and confer and attempt to reach an agreement on their competing Proposed Discovery Plans. If they are unable to agree, the issues will be resolved at a later hearing. This Court will enter a Minute Order with the next hearing date as stated in open court. (no image attached) (Copies have been distributed pursuant to the NEF – JAM) Modified on 5/3/2012 (JAM). (Entered: 04/30/2012)
04/30/2012	<u>51</u>	RESPONSE to <u>45</u> MOTION to Amend/Correct Complaint <i>Notice of Motion and Motion to File A Second Amended Complaint</i> , filed by Defendant MTC Financial, Inc.. Replies due by 5/10/2012. (Attachments: # <u>1</u> Request for Judicial Notice)(Reynolds, Richard) (Entered: 04/30/2012)
04/30/2012	<u>52</u>	ORDER Denying without prejudice <u>46</u> and <u>47</u> Proposed Discovery Plan and Scheduling Orders. Discovery Status Hearing set for 7/12/2012 09:30 AM in LV Courtroom 3A before Magistrate Judge George Foley Jr. Signed by Magistrate Judge George Foley, Jr on 4/30/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 04/30/2012)

04/30/2012	<u>53</u>	RESPONSE to <u>45</u> MOTION to Amend/Correct Complaint <i>Notice of Motion and Motion to File A Second Amended Complaint</i> , filed by Defendant California Reconveyance Company. Replies due by 5/10/2012. (Attachments: # <u>1</u> Exhibit A)(Weber, Katie) (Entered: 04/30/2012)
05/01/2012	<u>54</u>	JOINDER to <u>51</u> Response to Motion, <u>53</u> Response to Motion ; filed by Defendant Quality Loan Service Corporation. (Hunter, Christopher) (Entered: 05/01/2012)
05/01/2012	<u>55</u>	JOINDER to <u>51</u> Response to Motion, <u>53</u> Response to Motion ; filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che) (Entered: 05/01/2012)
05/02/2012	<u>56</u>	RESPONSE to <u>45</u> MOTION to Amend Complaint filed by Defendant National Default Servicing Corporation. Replies due by 5/12/2012. (Attachments: # <u>1</u> Exhibit Exhibit "A", # <u>2</u> Exhibit Exhibit "B")(Wilde, Gregory) (Entered: 05/02/2012)
05/07/2012	<u>57</u>	REQUEST for Judicial Notice re <u>26</u> Joinder, <u>20</u> Joinder, <u>17</u> MOTION to Dismiss, <u>22</u> Joinder, <u>13</u> MOTION to Dismiss, <u>16</u> MOTION to Dismiss, <u>31</u> MOTION to Dismiss, <u>10</u> MOTION to Dismiss; filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/07/2012	<u>58</u>	MEMORANDUM re: <u>17</u> MOTION to Dismiss; filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/07/2012	<u>59</u>	MEMORANDUM re <u>17</u> MOTION to Dismiss, <u>13</u> MOTION to Dismiss, <u>16</u> MOTION to Dismiss and <u>10</u> MOTION to Dismiss, filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/07/2012	<u>60</u>	MEMORANDUM re: <u>13</u> MOTION to Dismiss; filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit Exhibits 1-15, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/07/2012	<u>61</u>	MEMORANDUM re: <u>10</u> MOTION to Dismiss; filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/07/2012	<u>62</u>	MEMORANDUM re <u>16</u> MOTION to Dismiss; filed by Plaintiff Jeffrey Benko. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/07/2012)
05/08/2012	<u>63</u>	REPLY to Response to <u>13</u> MOTION to Dismiss ; filed by Defendant Quality Loan Service Corporation. (Hunter, Christopher) (Entered: 05/08/2012)
05/08/2012	<u>64</u>	RESPONSE to <u>31</u> MOTION to Dismiss filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez. Replies due by 5/18/2012. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Exhibit, # <u>3</u> Exhibit, # <u>4</u> Exhibit, # <u>5</u> Exhibit, # <u>6</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/08/2012)
05/08/2012	<u>65</u>	SUPPLEMENT to <u>57</u> Request for Judicial Notice; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Attachments: # <u>1</u> Exhibit 1-20, # <u>2</u> Exhibit 21-49)(Christopher, Shawn) (Entered: 05/08/2012)
05/08/2012	<u>66</u>	CERTIFICATE OF SERVICE re <u>65</u> Supplement; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta re <u>65</u> Supplement,. (Christopher, Shawn) (Entered: 05/08/2012)
05/09/2012	<u>67</u>	MOTION to Withdraw as Attorney filed by Shawn Christopher. by Plaintiff Antoinette Gill. Motion ripe 5/9/2012. (Christopher, Shawn) (Entered: 05/09/2012)

05/09/2012	<u>68</u>	DECLARATION of Shawn Christopher re <u>67</u> MOTION to Withdraw as Attorney filed by Shawn Christopher. (Christopher, Shawn) (Entered: 05/09/2012)
05/10/2012	<u>69</u>	CERTIFICATE OF SERVICE re <u>67</u> MOTION to Withdraw as Attorney and <u>68</u> Declaration; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Christopher, Shawn) (Entered: 05/10/2012)
05/10/2012	<u>70</u>	REPLY to Response to <u>45</u> MOTION to Amend Complaint ; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Attachments: # <u>1</u> Declaration, # <u>2</u> Exhibit, # <u>3</u> Certificate of Service)(Boylan, Nicholas) (Entered: 05/10/2012)
05/24/2012	<u>71</u>	REPLY to Response to <u>10</u> MOTION to Dismiss filed by Defendant MTC Financial, Inc.. (Reynolds, Richard) (Entered: 05/24/2012)
05/25/2012	<u>72</u>	REPLY to Response to <u>17</u> MOTION to Dismiss filed by Defendant California Reconveyance Company. (Larsen, Kent) (Entered: 05/25/2012)
05/25/2012	<u>73</u>	JOINDER to <u>63</u> Reply to Response to Motion, <u>71</u> Reply to Response to Motion, <u>72</u> Reply to Response to Motion ; filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che) (Entered: 05/25/2012)
05/25/2012	<u>74</u>	REPLY to Response to <u>16</u> MOTION to Dismiss filed by Defendants Meridian Foreclosure Service, Meridian Trust Deed Services. (Lai, I-Che) (Entered: 05/25/2012)
05/25/2012	<u>75</u>	JOINDER To <u>63</u> REPLY; <u>71</u> REPLY; <u>72</u> REPLY and <u>74</u> REPLY; filed by Defendant Appleton Properties, LLC. (Netzorg, John) <u>Added docket entry relationship on 5/29/2012 (REF)</u> . (Entered: 05/25/2012)
05/30/2012	<u>76</u>	ORDER Granting <u>67</u> Motion to Withdraw as Attorney. Nicholas A Boylan and Shawn Christopher as Withdrawn Attorney of Record for Plaintiff Antoinette Gill. Signed by Magistrate Judge George Foley, Jr on 5/30/2012. (Copies have been distributed pursuant to the NEF; CC: Antoinette Gill – SLR) (Entered: 05/30/2012)
05/31/2012	<u>77</u>	NOTICE re <u>76</u> Order; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Christopher, Shawn) (Entered: 05/31/2012)
05/31/2012	<u>78</u>	CERTIFICATE OF SERVICE for re <u>77</u> Notice; filed by Plaintiffs Jeffrey Benko, Antoinette Gill, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Christopher, Shawn) (Entered: 05/31/2012)
05/31/2012	<u>79</u>	NOTICE of Change of Address by Shawn Christopher. (Christopher, Shawn) (Entered: 05/31/2012)
06/01/2012	80	MINUTE ORDER IN CHAMBERS of the Honorable Chief Judge Robert C. Jones, on 6/1/2012. IT IS ORDERED that this case is reassigned to Judge Miranda M. Du for all further proceedings. Chief Judge Robert C. Jones no longer assigned to case. All further documents must bear the correct case number 2:12-cv-00224-MMD-GWF. (no image attached) (Copies have been distributed pursuant to the NEF – SLR) (Entered: 06/01/2012)
06/01/2012	81	MINUTE ORDER IN CHAMBERS of the Honorable Judge Miranda M. Du, on 6/1/2012. By Deputy Clerk: Peggie Vannozzi. RE: 32 Minute Order Setting Hearing on Motion. IT IS ORDERED that the hearing set for 6/21/2012 at 1:30 PM before Chief Judge Robert C. Jones is vacated. (no image attached) (Copies have been distributed pursuant to the NEF – PAV) (Entered: 06/01/2012)

06/01/2012	<u>82</u>	(2nd Notice) NOTICE: of Non-Compliance with Special Order 109 that Shawn Christopher is in violation of Special Order 109. re: <u>79</u> NOTICE of Change of Address. Pursuant Special Order 109, section 2.C., <i>"It shall be the responsibility of each Filing User to maintain and update their user account information."</i> Failure to abide by Special Order 109 will be brought to the Courts attention for appropriate action. It is therefore recommended that you review and update your CM/ECF account in accordance with your notice of change of address.(no image attached) (RFJ) (Entered: 06/01/2012)
06/07/2012	<u>83</u>	ORDER: Counsel Shawn Christopher is/are hereby ordered to electronically file a Notice of Compliance no later than 10 days from the entry of this order as proof of compliance with Special Order 109 regarding Electronic Filing. Notice of Compliance is due by 6/12/2012. Signed by Magistrate Judge George Foley, Jr on 6/7/2012. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 06/07/2012)
06/08/2012	<u>84</u>	NOTICE OF COMPLIANCE re <u>83</u> Order to Enforce Compliance with CM/ECF, : Notice is hereby given that Shawn Christopher is now, and will continue to be, in full compliance with the requirements of Special Order 109 and the Electronic Filing Procedures. (Christopher, Shawn) (Entered: 06/08/2012)
06/08/2012	<u>85</u>	VERIFIED PETITION for Permission to Practice Pro Hac Vice by Jessica R. Maziarz and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398622) filed by Defendant California Reconveyance Company. Motion ripe 6/8/2012. (Larsen, Kent) <u>Corrected image added on 6/22/12 per 91 Notice of Corrected Image/Document. (ASB)</u> (Entered: 06/08/2012)
06/08/2012	<u>86</u>	VERIFIED PETITION for Permission to Practice Pro Hac Vice by Lawrence G. Scarborough and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398639) filed by Defendant California Reconveyance Company. Motion ripe 6/8/2012. (Larsen, Kent) <u>Corrected image added on 6/22/12 per 92 Notice of Corrected Image/Document. (ASB)</u> (Entered: 06/08/2012)
06/13/2012	87	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 6/13/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order, Set/Reset Hearings : Due to a conflict on the court's calendar, the Status Conference currently set for July 12, 2012 is rescheduled to Wednesday, July 11, 2012, at 9:30 AM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF – JBW) (Entered: 06/13/2012)
06/13/2012	88	MINUTE ORDER IN CHAMBERS of the Honorable Judge Miranda M. Du, on 6/13/2012. By Deputy Clerk: Peggie Vannozzi. RE: <u>85</u> VERIFIED PETITION for Permission to Practice Pro Hac Vice by Jessica R. Maziarz and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398622) filed by Defendant California Reconveyance Company VERIFIED PETITION for Permission to Practice Pro Hac Vice by Jessica R. Maziarz and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398622) filed by Defendant California Reconveyance Company, <u>86</u> VERIFIED PETITION for Permission to Practice Pro Hac Vice by Lawrence G. Scarborough and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398639) filed by Defendant California Reconveyance Company VERIFIED PETITION for Permission to Practice Pro Hac Vice by Lawrence G. Scarborough and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398639) filed by Defendant California Reconveyance Company. The Court rejects these motions as filed. On page 4 of each mothion, counsel must obtain the signature of the party or the party's representative and not counsel. Counsel are directed, forthwith, to refile the motions as a Notice of Corrected Image and link the image to the original Verified Petitions. (no image attached) (Copies have been distributed pursuant to the NEF – PAV) (Entered: 06/13/2012)
06/15/2012	<u>89</u>	EX PARTE MOTION for Order Shorteing Time re: 32 MINUTE ORDER IN CHAMBERS filed by Defendant Appleton Properties, LLC. (Netzorg, John) (Entered: 06/15/2012)
06/15/2012	<u>90</u>	Submission of PROPOSED ORDER on <u>89</u> EX PARTE MOTION; filed by Defendant Appleton Properties, LLC. (Netzorg, John) (Entered: 06/15/2012)

06/22/2012	<u>91</u>	NOTICE of Corrected Image/Document re <u>85</u> VERIFIED PETITION for Permission to Practice Pro Hac Vice by Jessica R. Maziarz and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398622) filed by Defendant California Reconveyance Company VERIFIED PETITION for Permission to Practice Pro Hac Vice by Jessica R. Maziarz and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398622) filed by Defendant California Reconveyance Company by Defendant California Reconveyance Company. (Service of corrected image is attached). (Larsen, Kent) (Entered: 06/22/2012)
06/22/2012	<u>92</u>	NOTICE of Corrected Image/Document re <u>86</u> VERIFIED PETITION for Permission to Practice Pro Hac Vice by Lawrence G. Scarborough and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398639) filed by Defendant California Reconveyance Company VERIFIED PETITION for Permission to Practice Pro Hac Vice by Lawrence G. Scarborough and DESIGNATION of Local Counsel Kent F. Larsen (Filing fee \$ 200 receipt number 0978-2398639) filed by Defendant California Reconveyance Company by Defendant California Reconveyance Company. (Service of corrected image is attached). (Larsen, Kent) (Entered: 06/22/2012)
06/22/2012	<u>93</u>	ORDER Granting <u>85</u> Verified Petition for Permission to Practice Pro Hac Vice for Attorney Jessica R. Maziarz for California Reconveyance Company and approving Designation of Local Counsel for Attorney Kent F Larsen. Signed by Judge Miranda M. Du on 6/22/2012. Any Attorney not yet registered with the Court's CM/ECF System shall submit a Registration Form on the Court's website www.nvd.uscourts.gov (Copies have been distributed pursuant to the NEF - SLR) (Entered: 06/22/2012)
06/22/2012	<u>94</u>	ORDER Granting <u>86</u> Verified Petition for Permission to Practice Pro Hac Vice for Attorney Lawrence G. Scarborough for California Reconveyance Company and approving Designation of Local Counsel for Attorney Kent F Larsen. Signed by Judge Miranda M. Du on 6/22/2012. Any Attorney not yet registered with the Court's CM/ECF System shall submit a Registration Form on the Court's website www.nvd.uscourts.gov (Copies have been distributed pursuant to the NEF - SLR) (Entered: 06/22/2012)
06/28/2012	<u>95</u>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 6/28/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order, Set/Reset Hearings : The status hearing currently set for July 11, 2012 is RESCHEDULED for Tuesday, September 11, 2012, at 9:30 AM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF - JBW) (Entered: 06/28/2012)
08/24/2012	<u>96</u>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 8/24/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order : The Telephonic Status Conference currently set for September 11, 2012 has been rescheduled for Thursday, October 11, 2012, at 9:30 AM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF - JBW) (Entered: 08/24/2012)
09/28/2012	<u>97</u>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 9/28/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order Set/Reset Hearings : The Discovery Status Hearing currently set for October 11, 2012 is RESCHEDULED for Wednesday, November 14, 2012, at 9:30 AM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF - JBW) (Entered: 09/28/2012)
11/08/2012	<u>98</u>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 11/8/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order, Set/Reset Hearings: The Discovery Status Conference currently set for November 14, 2012 is RESCHEDULED for Thursday, December 20, 2012, at 2:00 PM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF - JBW) (Entered: 11/08/2012)
12/11/2012	<u>99</u>	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 12/11/2012. By Judicial Assistant: Julia Wright. RE: <u>52</u> Order, Set/Reset Hearings: The Discovery Status Conference set for December 20, 2012 is

		RESCHEDULED for January 24, 2012 at 2:30 PM in LV Courtroom 3A before Magistrate Judge George Foley Jr. (Copies have been distributed pursuant to the NEF – JBW) (Entered: 12/11/2012)
12/26/2012	<u>100</u>	STANDING ORDER. Signed by Judge Miranda M. Du on 12/18/2012. (Copies have been distributed pursuant to the NEF – AC) (Entered: 12/26/2012)
01/02/2013	<u>101</u>	VACATED ORDER Denying <u>34</u> Motion to Remand. Granting <u>10</u> , <u>13</u> , <u>16</u> , <u>17</u> and <u>31</u> Motion to Dismiss. Plaintiffs Complaint is Dismissed with Prejudice. Granting <u>31</u> Motion to Expunge Lis Pendens. Granting in part and Denying in part <u>45</u> Motion for Leave to File a Second Amended Complaint. Denying as moot <u>89</u> Ex Parte Motion for Order Shortening Time. Signed by Judge Miranda M. Du on 12/28/2012. (Copies have been distributed pursuant to the NEF – SLR) Vacated on 10/21/2015 per <u>119</u> Order. (SLD) (Entered: 01/02/2013)
01/03/2013	102	MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge George Foley, Jr, on 1/3/2013. By Judicial Assistant: Julia Wright. RE: 99 Minute Order Setting Hearing. With the granting of the motions to dismiss, the status hearing set for January 24, 2013 is vacated.(no image attached) (Copies have been distributed pursuant to the NEF – JBW) (Entered: 01/03/2013)
01/03/2013	<u>103</u>	VACATED CLERK'S JUDGMENT in favor of Appleton Properties, LLC, California Reconveyance Company, MTC Financial, Inc., Meridian Foreclosure Service, Meridian Trust Deed Services, National Default Servicing Corporation, Quality Loan Service Corporation and against Ana Martinez, Antoinette Gill, Camilo Martinez, Donna Herrera, Francine Sansota, Frank Scinta, Jacqueline Scinta, Jeffrey Benko, Jesse Hennigan, Jesus Gomez, Kim Moore, Raymond Sansota, Sandra Kuhn, Silvia Gomez, Susan HJorth, Thomas Moore. Signed by Clerk of Court, Lance S. Wilson on 1/3/2013. (Copies have been distributed pursuant to the NEF – SLR) Vacated on 10/21/2015 per <u>119</u> Order. (SLD) (Entered: 01/03/2013)
01/08/2013	<u>104</u>	NOTICE of Entry of Order by California Reconveyance Company re <u>101</u> Order on Motion to Dismiss,,,,,, Order on Motion to Remand to State Court,, Order on Motion to Amend/Correct Complaint,, Order on Ex Parte Motion,,,,,, (Larsen, Kent) (Entered: 01/08/2013)
01/29/2013	<u>105</u>	NOTICE OF APPEAL as to <u>103</u> Clerk's Judgment,, <u>101</u> Order on Motion to Dismiss,,, Order on Motion to Remand to State Court, Order on Motion to Amend/Correct Complaint, Order on Ex Parte Motion,,,,,, by Plaintiffs Jeffrey Benko, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez. Filing fee \$ 455, receipt number 0978-2685710. E-mail notice (NEF) sent to the US Court of Appeals, Ninth Circuit. (Attachments: # <u>1</u> Certificate of Service, # <u>2</u> Representation Statement)(Boylan, Nicholas) (Entered: 01/29/2013)
01/29/2013	<u>106</u>	Designation of Transcripts and Transcript Order forms and instructions for <u>105</u> Notice of Appeal. The forms may also be obtained on the Court's website at www.nvd.uscourts.gov/Forms.aspx . (MAJ) (Entered: 01/29/2013)
01/30/2013	<u>107</u>	ORDER for Time Schedule as to <u>105</u> Notice of Appeal,. USCA Case Number 13-15185 . (SLR) (Entered: 01/30/2013)
02/08/2013	<u>108</u>	NOTICE re <u>106</u> Transcript Designation and Transcript Order forms; filed by Jeffrey Benko, Jesus Gomez, Silvia Gomez, Susan HJorth, Jesse Hennigan, Donna Herrera, Sandra Kuhn, Ana Martinez, Camilo Martinez, Kim Moore, Thomas Moore, Francine Sansota, Raymond Sansota, Frank Scinta, Jacqueline Scinta. (Boylan, Nicholas) (Entered: 02/08/2013)
02/26/2013	<u>109</u>	MOTION to Substitute Attorney by Defendant MTC Financial, Inc.. Motion ripe 2/26/2013. (Reynolds, Richard) (Entered: 02/26/2013)
02/27/2013	<u>110</u>	ORDER Granting <u>109</u> Motion to Substitute Attorney Burke, Williams, & Sorensen in place and stead of Turner Reynolds Greco & O'Hara as to MTC Financial. Signed by Magistrate Judge George Foley, Jr on 2/27/2013. (Copies have been distributed pursuant to the NEF – SLR) (Entered: 02/27/2013)

05/14/2013	<u>111</u>	NOTICE of Change of Address by Attorney Nicholas A Boylan. (SLR) (Entered: 05/14/2013)
05/14/2013	<u>112</u>	(1st Notice) NOTICE: of Non-Compliance with Special Order 109: that <u>Nicholas A Boylan</u> is in violation of Special Order 109. 1. The manual filing re: <u>111</u> NOTICE of Change of Address. Pursuant to Special Order 109, <i>all documents filed in connection with a case that has been assigned to the CM/ECF system will be filed electronically.</i> 2. Not maintaining your CM/ECF account information. Pursuant Special Order 109, section 2.C., <i>"It shall be the responsibility of each Filing User to maintain and update their user account information."</i> CORRECTION: It is therefore recommended that you review and update your address information within your CM/ECF account. and in the future file documents in accordance with Special Order 109.(no image attached) (RFJ) (Entered: 05/14/2013)
08/12/2013	<u>113</u>	ORDER of USCA, Ninth Circuit, as to <u>105</u> Notice of Appeal filed by Jesus Gomez, Sandra Kuhn, Silvia Gomez, Camilo Martinez, Jeffrey Benko, Ana Martinez, Jesse Hennigan, Susan HJorth, and Donna Herrera. Appellees motion to dismiss this appeal is DENIED without prejudice to renewing the arguments in the answering brief. Appellants request for sanctions against appellee Quality Loan Service Corporation is DENIED. (AC) (Entered: 08/13/2013)
06/06/2014	<u>114</u>	NOTICE Firm Name Change; filed by Meridian Foreclosure Service, Meridian Trust Deed Services. (Brooks, Michael) (Entered: 06/06/2014)
06/18/2015	<u>115</u>	OPINION of USCA, Ninth Circuit, REVERSING AND REMANDING Judgment of the US District Court as to <u>105</u> Notice of Appeal. (TR) (Entered: 10/20/2015)
10/16/2015	<u>116</u>	MANDATE of USCA, Ninth Circuit, REVERSING and REMANDING Judgment of the US District Court as to <u>105</u> Notice of Appeal, <u>115</u> USCA Opinion. (TR) (Entered: 10/20/2015)
10/21/2015	<u>118</u>	ORDER on Mandate as to <u>115</u> USCA Memorandum and <u>116</u> USCA Mandate Reversing and Remanding the judgment of the District Court re <u>105</u> Notice of Appeal. This case is remanded to the Eighth Judicial District Court of Nevada for further proceedings. Signed by Judge Miranda M. Du on 10/21/2015. (certified copy of Order and docket sheet mailed to State Court – SLD) (Entered: 10/22/2015)
10/21/2015	<u>119</u>	ORDER that pursuant to the Ninth Circuit Court of Appeals' <u>115</u> Opinion the Court's <u>101</u> Order and <u>103</u> Clerk's Judgment are vacated. This case is remanded to the Eighth Judicial District Court of the State of Nevada. The Clerk is instructed to close this case. Signed by Judge Miranda M. Du on 10/21/2015. (Copies have been distributed pursuant to the NEF – certified copy of Order mailed to State Court – SLD) (Entered: 10/22/2015)

I hereby attest and certify on 10 23 15
that the foregoing document is a full, true
and correct copy of the original on file in my
legal custody.

CLERK, U.S. DISTRICT COURT
DISTRICT OF NEVADA
By S. Denison Deputy Clerk



AA000085

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From:cmecf@nvd.uscourts.gov

To:cmecfhelpdesk@nvd.uscourts.gov

Bcc:

--Case Participants: Katie M. Weber (ef@slwlaw.com, kw@slwlaw.com), John M Netzorg (john@netzorglaw.com, peggy@netzorglaw.com), Kevin S. Soderstrom (feddc@wildelaw.com), Kristin A Schuler-Hintz (fdcnv@mccarthyholthus.com), Jessica R. Maziarz (jessica.maziarz@bryancave.com), Kent F Larsen (cjm@slwlaw.com, kfl@slwlaw.com), Christopher M Hunter (chunter@mccarthyholthus.com), Gregory L Wilde (efilenv@tblaw.com), Richard J. Reynolds (psoeffner@bwsllaw.com), Michael E Sullivan (mmeier@rbsllaw.com, msullivan@rbsllaw.com), Shawn Christopher (sc@christopherlegal.com), I-Che Lai (efile@brookshubley.com, ilai@brookshubley.com, jhernandez@brookshubley.com, tolsen@brookshubley.com), Lawrence G. Scarborough (lgscarborough@bryancave.com, mavilla@bryancave.com), Nicholas A Boylan (acb.nablawfirm@gmail.com, mv.nablawfirm@gmail.com, nablawfirm@gmail.com, tn.nablawfirm@gmail.com), Arlene Casillas (acasillas@gordonsilver.com), Michael R Brooks (efile@brookshubley.com, mbrooks@brookshubley.com), Judge Miranda M. Du (mmd_chambers@nvd.uscourts.gov), Magistrate Judge George Foley, Jr (gwf_chambers@nvd.uscourts.gov)

--Non Case Participants:

--No Notice Sent:

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Subject:Activity in Case 2:12-cv-00224-MMD-GWF Benko et al v. Quality Loan Service Corporation et al Order

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United States District Court

District of Nevada

Notice of Electronic Filing

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Case Name: Benko et al v. Quality Loan Service Corporation et al

Case Number: 2:12-cv-00224-MMD-GWF

Filer:

WARNING: CASE CLOSED on 01/02/2013

Document Number: 119

Docket Text:

ORDER that pursuant to the Ninth Circuit Court of Appeals' [115] Opinion the Court's [101] Order and [103] Clerk's Judgment are vacated. This case is remanded to the Eighth Judicial District Court of the State of Nevada. The Clerk is instructed to close this case. Signed by Judge Miranda M. Du on 10/21/2015. (Copies have been distributed pursuant to the NEF - certified copy of Order mailed to State Court - SLD)

2:12-cv-00224-MMD-GWF Notice has been electronically mailed to:

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2:12-cv-00224-MMD-GWF Notice has been delivered by other means to:

Antoinette Gill
4754 Deer Forest
Las Vegas, NV 89139

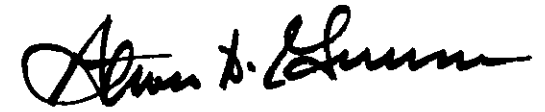
The following document(s) are associated with this transaction:

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Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1101333072 [Date=10/22/2015] [FileNumber=7325148-0] [2bddf12428fd80ec2c800e6ee9bf1d3fa73cd05c4874437cc95786b62d4ffc597a361140423b5d326356fdbd56fba7374a93dbc547ccd5308027a1456963f]]



CLERK OF THE COURT

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Attorneys for Plaintiffs, except for Antoinette Gill

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, a Nevada resident;
CAMILO MARTINEZ, a California
resident;
ANA MARTINEZ, a California resident;
FRANK SCINTA, a Nevada resident;
JACQUELINE SCINTA, a Nevada
resident; SUSAN HJORTH, a Nevada
resident; RAYMOND SANSOTA, a Ohio
resident; FRANCINE SANSOTA, a Ohio
resident;
SANDRA KUHN, a Nevada resident;
JESUS GOMEZ, a Nevada resident;
SILVIA GOMEZ, a Nevada resident;
DONNA HERRERA, a Nevada resident;
ANTOINETTE GILL, a Nevada resident;
JESSE HENNIGAN, a Nevada resident;
KIM MOORE, a Nevada resident;
THOMAS MOORE, a Nevada resident;
SUSAN KALLEN, a Nevada resident;

CASE NO: A-11-649857-C

Honorable Susan W. Scann
Dept. 29
**SECOND AMENDED COMPLAINT
OF PLAINTIFFS JEFFREY
BENKO, CAMILO MARTINEZ,
ANA MARTINEZ, FRANK
SCINTA, JACQUELINE SCINTA,
SUSAN HJORTH, RAYMOND
SANSOTA, FRANCINE SANSOTA,
SANDRA KUHN, JESUS GOMEZ,
SILVIA GOMEZ, DONNA
HERRERA, JESSE HENNIGAN,
KIM MOORE, THOMAS MOORE,
SUSAN KALLEN, ROBERT
MANDARICH and JAMES NICO**

1 ROBERT MANDARICH, a Nevada
2 resident, JAMES NICO, a Nevada resident
3 and PATRICIA TAGLIAMONTE, a
4 Nevada resident

5 Plaintiffs,

6 v.

7 QUALITY LOAN SERVICE
8 CORPORATION, a California
9 Corporation; APPLETON PROPERTIES,
10 LLC, a Nevada Limited Liability
11 Company; MTC FINANCIAL, INC. dba
12 TRUSTEE CORPS, a California
13 Corporation; MERIDIAN
14 FORECLOSURE SERVICE, a California
15 and Nevada Corporation dba MTDS, Inc.,
16 dba MERIDIAN TRUST DEED
17 SERVICE; NATIONAL DEFAULT
18 SERVICING CORPORATION, a Arizona
19 Corporation; CALIFORNIA
20 RECONVEYANCE COMPANY, a
21 California Corporation; and DOES 1
22 through 100, inclusive,

23 Defendants.

24 CLASS ACTIONS

25 ARBITRATION EXEMPTION 26 CLAIMED:

27 Pursuant to NAR 3(A)-

- 28 1. Class Action: and
1. Action Seeking Equitable
and/or Extraordinary Relief

Jury Trial Demanded

I.

PARTIES

1. Plaintiff JEFFREY BENKO ("BENKO") is now, and/or was at all relevant times herein, a resident of the State of Nevada and, while residing in Nevada, was the subject of illegal collection agency activities and communications from and by defendant QUALITY LOAN SERVICE CORPORATION ("QLS"). BENKO filed a Chapter 7 bankruptcy on or about July 2, 2009, and received a discharge in said case on or about October 8, 2009, with the case being closed on March 22, 2011. On June 2, 2010, defendant QLS recorded a Notice of Default on real property owned by BENKO. A true and correct copy of this Notice of Default is attached herewith as Exhibit "A". QLS, in this Notice of Default, demanded

1 payment from BENKO to get current on his obligation owed to a third party.
2 Further, this Notice of Default from QLS states that "THIS OFFICE IS
3 ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
4 WILL BE USED FOR THAT PURPOSE."

5 2. Plaintiffs CAMILO MARTINEZ and ANA MARTINEZ (collectively
6 "MARTINEZ") were at all relevant times herein residents of the State of Nevada
7 and, while residing in Nevada, were the subject of illegal collection agency activities
8 and communications from and by defendant QLS. MARTINEZ filed a Chapter 13
9 bankruptcy on or about January 5, 2009, which case was converted to a Chapter 7
10 bankruptcy on or about January 27, 2011. MARTINEZ received a discharge in said
11 case on or about May 2, 2011, with the case being closed on May 5, 2011. On
12 September 12, 2008, defendant QLS recorded a Notice of Default on real property
13 owned by MARTINEZ. A true and correct copy of this Notice of Default is attached
14 herewith as Exhibit "B". QLS, in this Notice of Default, demanded payment from
15 MARTINEZ to get current on their obligation owed to a third party. Further, this
16 Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO
17 COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED
18 FOR THAT PURPOSE." At the time of the filing of their bankruptcy and during the
19 pendency their bankruptcy proceedings, MARTINEZ were not aware of the potential
20 cause of action against QLS for its illegal collection agency activities.

21 3. Plaintiffs FRANK SCINTA and JACQUELINE SCINTA (collectively
22 "SCINTA") are now, and/or were at all relevant times herein, residents of the State of
23 Nevada and, while residing in Nevada, were the subject of illegal collection agency
24 activities and communications from and by defendants QLS and MERIDIAN
25 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED
26 SERVICE ("MERIDIAN"). SCINTA filed a Chapter 7 bankruptcy on or about April
27 27, 2011. SCINTA received a discharge in said case on or about July 27, 2011, and
28 their bankruptcy case was closed on March 27, 2012. On May 5, 2010, Defendant

1 QLS recorded a Notice of Default on real property owned by SCINTA. A true and
2 correct copy of this Notice of Default is attached herewith as Exhibit "C". QLS, in
3 this Notice of Default, demanded payment from SCINTA to get current on their
4 obligation owed to a third party. Further, this Notice of Default from QLS states that
5 "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY
6 INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." On
7 March 10, 2011, defendant MERIDIAN recorded a Notice of Default on another real
8 property owned by SCINTA. A true and correct copy of this Notice of Default is
9 attached herewith as Exhibit "D". MERIDIAN, in this Notice of Default, demanded
10 payment from SCINTA to get current on their obligation owed to a third party.
11 Further, this Notice of Default from MERIDIAN states that "[MERIDIAN] IS
12 ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY
13 INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." At the
14 time of the filing of their bankruptcy SCINTA were not aware of the potential causes
15 of action against QLS and/or MERIDIAN for their illegal collection agency
16 activities. On February 29, 2012, SCINTA amended their bankruptcy schedules and
17 filings to disclose the claims against QLS and MERIDIAN as assets. The bankruptcy
18 Trustee abandoned those claims, which claims thereby reverted to Scinta upon the
19 closing of their bankruptcy case.

20 4. Plaintiff SUSAN HJORTH ("HJORTH") is now, and/or was at all
21 relevant times herein, a resident of the State of Nevada and, while residing in
22 Nevada, was the subject of illegal collection agency activities and communications
23 from and by defendant QLS. HJORTH filed a Chapter 7 bankruptcy on or about
24 October 9, 2008, and received a discharge in said case on or about January 20, 2009,
25 with the case being closed on June 2, 2009. On April 30, 2009, Defendant, QLS
26 recorded a Notice of Default on real property owned by HJORTH. A true and correct
27 copy of this Notice of Default is attached herewith as Exhibit "E". QLS, in this
28 Notice of Default, demanded payment from HJORTH to get current on her obligation

1 owed to a third party. Further, this Notice of Default from QLS states that "THIS
2 OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
3 OBTAINED WILL BE USED FOR THAT PURPOSE." QLS also recorded a Notice
4 of Trustee's Sale on this property owned by HJORTH on August 4, 2009. A true and
5 correct copy of this Notice of Trustee's Sale is attached herewith as Exhibit "F".

6 This Notice of Trustee's Sale provides, among other things, that the real property will
7 be sold to "pay the remaining principal sum of the note(s) secured by the Deed of
8 Trust" and additional charges. This notice also provides that "THIS NOTICE IS
9 SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS
10 ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND
11 OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR
12 PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT
13 PURPOSE." QLS also recorded a separate Notice of Default on this same property
14 owned by HJORTH on October 17, 2008 but without having first obtained relief
15 from the automatic stay which resulted from HJORTH's bankruptcy filing. As QLS
16 did not first obtain relief from the automatic stay, this Notice of Default was void,
17 and as such, this Notice of Default is not included as part of the illegal acts alleged
18 against QLS.

19 5. Plaintiffs RAYMOND SANSOTA and FRANCINE SANSOTA
20 (collectively "SANSOTA") are now residents of the State of Ohio, and were at all
21 relevant times herein, residents of the State of Nevada and, while residing in Nevada,
22 were the subject of illegal collection agency activities and communications from and
23 by defendant MTC FINANCIAL, INC., DBA TRUSTEE CORPS ("MTC").
24 SANSOTA filed a Chapter 7 bankruptcy on or about August 14, 2008, and received a
25 discharge in said case on or about January 25, 2009, with the case being closed on
26 December 16, 2009. On July 28, 2010, defendant MTC recorded a Notice of Default
27 on real property owned by SANSOTA. A true and correct copy of this Notice of
28 Default is attached herewith as Exhibit "G". MTC, in this Notice of Default, states

1 that it should be contacted to determine the amount needed to cure the default
2 demanded payment from SANSOTA to get current on his obligation owed to a third
3 party. MTC also recorded a Notice of Trustee's Sale on this property owned by
4 SANSOTA on February 8, 2011. A true and correct copy of this Notice of Trustee's
5 Sale is attached herewith as **Exhibit "H"**. This Notice of Trustee's Sale provides,
6 among other things, that the real property will be sold to "pay the remaining unpaid
7 balance of the obligations secured by the property to be sold and reasonably
8 estimated costs, expenses and advances."

9 6. Plaintiff SANDRA KUHN ("KUHN") is now, and/or was at all relevant
10 times herein, a resident of the State of Nevada and, while residing in Nevada, was the
11 subject of illegal collection agency activities and communications from and by
12 defendant MERIDIAN. KUHN filed a Chapter 7 bankruptcy on or about May 20,
13 2011, and received a discharge in said case on or about August 10, 2011, with the
14 case being closed on or about August 15, 2011. On January 18, 2011, defendant
15 MERIDIAN recorded a Notice of Default on real property owned by KUHN. A true
16 and correct copy of this Notice of Default is attached herewith as **Exhibit "I"**.
17 MERIDIAN in this Notice of Default, demanded payment from KUHN to get current
18 on his obligation owed to a third party. MERIDIAN also recorded a Notice of
19 Trustee's Sale on this property owned by KUHN on April 21, 2011. A true and
20 correct copy of this Notice of Trustee's Sale is attached herewith as **Exhibit "J"**.
21 This Notice of Trustee's Sale provides, among other things, that the real property will
22 be sold to "pay the remaining principal sum of the note(s); and secured by said Deed
23 of Trust" and additional charges. The Notice of Default from MERIDIAN states that
24 "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT
25 AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
26 PURPOSE." At the time of the filing of her bankruptcy KUHN was not aware of the
27 potential causes of action against MERIDIAN for its illegal collection agency
28 activities. KUHN or the Trustee will reopen her bankruptcy case to amend her

1 bankruptcy schedules and filings to disclose these claims as assets and the Trustee in
2 her bankruptcy case is expected to abandon the claim.

3 7. Plaintiffs JESUS GOMEZ and SILVIA GOMEZ (collectively
4 "GOMEZ") are now, and/or were at all relevant times herein, residents of the State of
5 Nevada and, while residing in Nevada, were the subject of illegal collection agency
6 activities and communications from and by defendant MERIDIAN. On October 6,
7 2009, defendant MERIDIAN recorded a Notice of Default on real property owned by
8 GOMEZ. A true and correct copy of this Notice of Default is attached herewith as
9 Exhibit "K". MERIDIAN in this Notice of Default, demanded payment from
10 GOMEZ to get current on their obligation owed to a third party. MERIDIAN also
11 recorded three (3) separate Notices of Trustee's Sale on this property owned by
12 GOMEZ, respectively on October 11, 2010, March 17, 2011, and July 15, 2011.
13 True and correct copies of these Notices of Trustee's Sale are attached herewith as
14 Exhibit "L", Exhibit "M", and Exhibit "N" respectively. These Notices of
15 Trustee's Sale provide, among other things, that the real property will be sold to "pay
16 the remaining principal sum of the note(s); and secured by said Deed of Trust" and
17 additional charges. The Notice of Default and two of the Notices of Trustee's Sale
18 from MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR
19 ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
20 WILL BE USED FOR THAT PURPOSE."

21 8. Plaintiff DONNA HERRERA ("HERRERA") is now, and/or was at all
22 relevant times herein, a resident of the State of Nevada and, while residing in
23 Nevada, was the subject of illegal collection agency activities and communications
24 from and by defendant MERIDIAN. On October 1, 2010, defendant MERIDIAN
25 recorded a Notice of Default on real property owned by HERRERA. A true and
26 correct copy of this Notice of Default is attached herewith as Exhibit "O".
27 MERIDIAN in this Notice of Default, demanded payment from HERRERA to get
28 current on her debt owed to a third party. MERIDIAN also recorded a Notice of

1 Trustee's Sale on this property owned by HERRERA on January 6, 2011. A true and
2 correct copy of this Notice of Trustee's Sale are attached herewith as Exhibit "P".

3 This Notice of Trustee's Sale provides, among other things, that the real property will
4 be sold to "pay the remaining principal sum of the note(s): and secured by said Deed
5 of Trust" and additional charges. The Notice of Default and the Notice of Trustee's
6 Sale from MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR
7 ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED
8 WILL BE USED FOR THAT PURPOSE."

9 9. Plaintiff ANTOINETTE GILL ("GILL") is now, and/or was at all
10 relevant times herein, a resident of the State of Nevada and, while residing in
11 Nevada, was the subject of illegal collection agency activities and communications
12 from and by defendant MERIDIAN and defendant APPLETON PROPERTIES
13 ("APPLETON"), a Nevada LLC., who benefited from those illegal activities in that
14 this company took possession and title to GILL'S home located at 5144 Teal Petals
15 Street, North Las Vegas, Nevada, and bears APN 124-35-711-102. On January 5,
16 2011, defendant MERIDIAN recorded a Notice of Default on real property owned by
17 GILL. A true and correct copy of this Notice of Default is attached herewith as
18 Exhibit "Q". MERIDIAN in this Notice of Default, demanded payment from GILL
19 to get current on her debt owed to a third party. MERIDIAN also recorded a Notice
20 of Trustee's Sale on this property owned by GILL on June 23, 2011. A true and
21 correct copy of this Notice of Trustee's Sale are attached herewith as Exhibit "R".
22 This Notice of Trustee's Sale provides, among other things, that the real property will
23 be sold to "pay the remaining principal sum of the note(s): and secured by said Deed
24 of Trust" and additional charges. The Notice of Trustee's Sale from MERIDIAN
25 state that "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING TO COLLECT
26 A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
27 PURPOSE." On or about July 14, 2011, MERIDIAN illegally foreclosed on GILL's
28 home and sold it to APPLETON.

1 10. Plaintiff JESSE HENNIGAN ("HENNIGAN") is now, and/or was at all
2 relevant times herein, a resident of the State of Nevada and, while residing in
3 Nevada, was the subject of illegal collection agency activities and communications
4 from and by defendant NATIONAL DEFAULT SERVICING CORPORATION
5 ("NDSC"). HENNIGAN filed a Chapter 7 bankruptcy on or about April 27, 2011,
6 and received a discharge in said case on or about July 27, 2011, with the case being
7 closed on November 1, 2011. The bankruptcy case for HENNIGAN was re-opened
8 on or about April 13, 2012, and the bankruptcy schedules and documents were
9 amended to include the potential claims of HENNIGAN against NDSC. The
10 bankruptcy case for HENNIGAN was again closed on June 26, 2012, whereby the
11 bankruptcy Trustee abandoned these claims, which claims thereby reverted to
12 HENNIGAN upon the closing of their bankruptcy case. On June 30, 2009, Defendant
13 NDSC recorded a Notice of Default on real property owned by HENNIGAN. A true
14 and correct copy of this Notice of Default is attached herewith as Exhibit "S".
15 NDSC recorded another Notice of Default on December 27, 2010. A true and correct
16 copy of this Notice of Default is attached herewith as Exhibit "T". Both Notices of
17 Default from NDSC provide, among other things, a demand for payment from
18 HENNIGAN to get current on his obligation owed to a third party, as well as the
19 statement that "This is an attempt to collect a debt and any information obtained will
20 be used for that purpose." NDSC also recorded two separate Notices of Trustee's
21 Sales, respectively on October 2, 2009 and April 8, 2011. True and correct copies of
22 these Notices of Trustee's Sales are attached herewith as Exhibits "U" and "V".
23 These Notices of Trustee's Sale provide, among other things, that the real property
24 will be sold to "satisfy the indebtedness secured by said Deed of Trust ... , the unpaid
25 balance of the Note secured by such Deed of Trust" and additional charges.

26 11. Plaintiffs KIM MOORE and THOMAS MOORE (collectively
27 "MOORE") are now, and/or were at all relevant times herein, residents of the State of
28 Nevada and, while residing in Nevada, were the subject of illegal collection agency

1 activities and communications from and by defendant CALIFORNIA
2 RECONVEYANCE COMPANY ("CRC"). MOORE filed a Chapter 13 bankruptcy
3 on or about March 6, 2009, which case was converted to a Chapter 7 bankruptcy on
4 or about August 26, 2009. MOORE received a discharge in said case on or about
5 December 2, 2009, with the case being closed on April 21, 2010. On September 23,
6 2010, defendant CRC recorded a Notice of Default on real property owned by
7 MOORE. A true and correct copy of this Notice of Default is attached herewith as
8 Exhibit "W". Also, on September 14, 2011, CRC recorded another Notice of
9 Default on this same property owned by MOORE. A true and correct copy of this
10 Notice of Default is attached herewith as Exhibit "X". Both of these Notices of
11 Default from CRC state that "[CRC] IS A DEBT COLLECTOR ATTEMPTING TO
12 COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR
13 THAT PURPOSE." CRC has not yet foreclosed on the real property owned by
14 MOORE, but is continuing its efforts to complete this foreclosure despite now having
15 actual knowledge that it lacks the license as a collection agency to do so.

16 12. Plaintiff SUSAN KALLEN ("KALLEN") is now, and/or was at all
17 relevant times herein, a resident and citizen of the State of Nevada and, while
18 residing in Nevada, was the subject of illegal collection agency activities and
19 communications from and by defendant CRC. On January 21, 2011, defendant CRC
20 recorded a Notice of Default on real property owned by KALLEN. A true and
21 correct copy of this Notice of Default is attached herewith as Exhibit "Y". In this
22 Notice of Default, CRC seeks payment from KALLEN to stop the foreclosure on her
23 property. This Notice of Default from CRC states that "[CRC] IS A DEBT
24 COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION
25 OBTAINED WILL BE USED FOR THAT PURPOSE."

26 13. Plaintiff ROBERT MANDARICH ("MANDARICH"), a Nevada
27 resident, is now, and/or was at all relevant times herein, a resident and citizen of the
28 State of Nevada and, while residing in Nevada, was the subject of illegal collection

1 agency activities and communications from and by defendant NATIONAL
2 DEFAULT SERVICING CORPORATION ("NDSC"). On September 28, 2011,
3 defendant NDSC recorded a Notice of Default on real property owned by
4 MANDARICH. A true and correct copy of this Notice of Default is attached
5 herewith as **Exhibit "Z"**. The Notice of Default from NDSC provides, among other
6 things, a demand for payment from MANDARICH to get current on his obligation
7 owed to a third party, as well as the statement that "This is an attempt to collect a
8 debt and any information obtained will be used for that purpose." NDSC also
9 recorded a Notices of Trustee's Sale on January 11, 2012. A true and correct copy of
10 this Notice of Trustee's Sales is attached herewith as **Exhibit "AA"**. This Notice of
11 Trustee's Sale provides, among other things, that the real property will be sold to
12 "satisfy the indebtedness secured by said Deed of Trust ... , the unpaid balance of the
13 Note secured by such Deed of Trust" and additional charges.

14 14. Plaintiff JAMES NICO ("NICO"), a Nevada resident, is now, and/or
15 was at all relevant times herein, a resident and citizen of the State of Nevada and,
16 while residing in Nevada, was the subject of illegal collection agency activities and
17 communications from and by defendant NATIONAL DEFAULT SERVICING
18 CORPORATION ("NDSC"). On November 13, 2009, defendant NDSC recorded a
19 Notice of Default on real property owned by NICO. A true and correct copy of this
20 Notice of Default is attached herewith as **Exhibit "BB"**. The Notice of Default from
21 NDSC provides, among other things, a demand for payment from NICO to get
22 current on his obligation owed to a third party, as well as the statement that "This is
23 an attempt to collect a debt and any information obtained will be used for that
24 purpose." NDSC also recorded two separate Notices of Trustee's Sale on
25 respectively on March 4, 2011 and June 9, 2011. True and correct copies of these
26 Notices of Trustee's Sales are attached herewith respectively as **Exhibits "CC" and**
27 **"DD"**. These Notices of Trustee's Sale provide, among other things, that the real
28 property will be sold to "satisfy the indebtedness secured by said Deed of Trust ... ,

1 the unpaid balance of the Note secured by such Deed of Trust” and additional
2 charges.

3 15. Plaintiff PATRICIA TAGLIAMONTE (“TAGLIAMONTE”), a Nevada
4 resident formerly known as Patricia Segura, is now, and/or was at all relevant times
5 herein, a resident and citizen of the State of Nevada and, while residing in Nevada,
6 was the subject of illegal collection agency activities and communications from and
7 by defendant QLS. QLS recorded a Notice of Trustee’s Sale on real property owned
8 by TAGLIAMONTE on June 26, 2009. A true and correct copy of this Notice of
9 Trustee’s Sale is attached herewith as Exhibit “EE”. This Notice of Trustee’s Sale
10 provides, among other things, that the real property will be sold to “pay the
11 remaining principal sum of the note(s) secured by the Deed of Trust” and additional
12 charges. This notice also provides that “THIS NOTICE IS SENT FOR THE
13 PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO
14 COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE
15 NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM
16 OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.”

17 16. Defendant QUALITY LOAN SERVICE CORPORATION (“QLS”) is a
18 foreign corporation, believed to be a California corporation, located in California,
19 and doing business in the State of Nevada. At all relevant times prior to 2011, QLS
20 did not hold a Nevada license to engage in debt collection activities in the State of
21 Nevada, nor did it register as a foreign collection agency with the Commissioner of
22 the Nevada Financial Institutions Division.

23 17. Defendant MTC FINANCIAL, INC. (“MTC”) is a foreign corporation,
24 believed to be a California corporation located in the State of California, and doing
25 business in the State of Nevada under the assumed name of TRUSTEE CORPS. At
26 all relevant times prior to about 2012, MTC did not hold a Nevada license to engage
27 in debt collection activities in the State, nor did it register as a foreign collection
28 agency with the Commissioner of the Nevada Financial Institutions Division.

1 18. MERIDIAN FORECLOSURE SERVICES ("Meridian") dba MTDS,
2 INC., dba MERIDIAN TRUST DEED SERVICE, is both a foreign and Nevada
3 corporation, believed to be incorporated in California, but doing business, located
4 and holding its headquarters in the State of Nevada at 8485 W. Sunset Road, Suite
5 205, Las Vegas, Nevada 89113. At all relevant times, Meridian did not hold a
6 Nevada license to engage in debt collection agency activities in the State of Nevada,
7 nor did it register as a foreign collection agency with the Commissioner of the
8 Nevada Financial Institutions Division. The illegal activity by Meridian which is the
9 subject of this complaint involved thousands of class members and the damages and
10 relief sought, based on the substantial scope of injuries incurred, with respect to
11 Meridian, constitutes a very significant percentage of the total injuries, remedies and
12 damages sought with respect to the entirety of this complaint against all defendants.
13 On information and belief, for a period of perhaps years, Meridian conducted illegal
14 debt collection agency activities with respect to thousands of files each year, in the
15 State of Nevada. The total recoverable damages attributable to Meridian are
16 estimated to be no less than between \$5 million dollars and \$8 million dollars. The
17 volume of files that were the subject of illegal debt collection agency activities by
18 Meridian is estimated to be about 15 to possibly 20% of the total illegal debt
19 collection agency activities by all defendants that are the subject of this complaint.

20 19. NATIONAL DEFAULT SERVICING CORPORATION ("NDSC") is a
21 foreign corporation, believed to be an Arizona corporation located in Arizona, and
22 doing business in the State of Nevada. At all relevant times NDS did not hold a
23 Nevada license to engage in debt collection agency activities in the State of Nevada,
24 nor did it register as a foreign collection agency with the Commissioner of the
25 Nevada Financial Institutions Division.

26 20. CALIFORNIA RECONVEYANCE COMPANY ("CALIFORNIA
27 RECONVEYANCE" or "CRC") is a foreign corporation, believed to be a California
28 corporation located in the State of California, and doing extensive business in the

1 State of Nevada. At all relevant times CALIFORNIA RECONVEYANCE did not
2 hold a Nevada license to engage in debt collection activities in the State, nor did it
3 register as a foreign collection agency with the Commissioner of the Nevada
4 Financial Institutions Division.

5 21. Plaintiffs' debts were increased by the dollar amount of illegal payments
6 received by Defendants QUALITY LOAN SERVICE CORPORATION, MTC
7 FINANCIAL, INC., MERIDIAN FORECLOSURE SERVICE, NATIONAL
8 DEFAULT SERVICING CORPORATION and CALIFORNIA RECONVEYANCE
9 COMPANY for their illegal conduct.

10 23. With respect to all defendants, and all illegal debt collection agency
11 activities described herein, defendants were acting on behalf of a third-party lender
12 and/or loan servicer. Furthermore:

13 a. Upon default, the lender, i.e., beneficiary declared all sums owed on the
14 respective promissory notes for each plaintiff and secured by a corresponding deed of
15 trust, due and payable and elected to have the respective homes sold to pay towards
16 the defaulted loans. Defendants then conducted the collection activities.

17 b. The lenders declared that the respective subject loans were in default in
18 making the referrals of the files which were sent to defendants for collection.

19 c. The plaintiff borrowers were told by defendants that unless they could
20 either remit the payoff amount on the loan or the past due amounts owed to cure
21 delinquency on the account, their respective properties would be sold to satisfy the
22 debt.

23 d. Defendants earlier and initially solicited and obtained the opportunity to
24 act as trustee or agent of the beneficiary or trustee with regard to the deed of trust,
25 and did so with regard to properties located in the State of Nevada and owned by
26 Nevada citizens.

27 e. Defendants also solicited and obtained the right to solicit and obtain
28 payments/payoff amounts on the loans, on behalf of lenders, in the course of their

1 activities to collect the debts from the respective plaintiffs.

2 f. Defendants issued notices to plaintiff class members in the course of
3 their debt collection activities, which notices stated in whole and/or in-part, and/or to
4 the effect that: "This is an attempt to collect a debt and any information obtained
5 will be used for that purpose." The notices sent also provided a pay off amount
6 relative to the loan and further stated generally or to the effect that the plaintiff class
7 member should send a cashier's check payable to the defendants and submit to them
8 directly the defendants' accounting offices.

9 g. Defendants also issued to plaintiff class members debt validation notices
10 which stated generally, and/or in whole or in-part to the effect that: "We are
11 attempting to collect a debt, and any information we obtain will be used for that
12 purpose." Defendants would also periodically issue wire instructions to the plaintiff
13 class members with respect to their defaulted loans such that payment on the debts
14 could be made to the defendants via wire transfer.

15 h. When defendants received money from plaintiff class members, or any
16 of them, in the course of their debt collection activities, defendants would forward the
17 amounts received to the lenders for whom they were acting as payment on the
18 outstanding debt.

19 i. Furthermore, when defendants sold a class member's property at
20 foreclosure auction, as part of their debt collection agency activities, defendants
21 would send the full amount of the sales price, i.e. the money received, to the lender
22 for whom they were acting to collect the debt on the outstanding loan.

23 II.

24 CLASS ACTION ALLEGATIONS

25 (Against ALL DEFENDANTS)

26 24. Plaintiffs' claims are authorized in whole or in part under N.R.S. 41.600,
27 and/or other Nevada statutes and common law.

28 25. Class Definition: As to each Defendant, this action is brought on behalf

1 of the following classes of
2 persons:

3 a. All Nevada citizens who were subject to debt collection agency
4 activity by defendants in the State of Nevada, while defendants did not hold a Nevada
5 license to engage in collection agency activities in Nevada.

6 26. Sub-Classes Definition: As to each defendant, the sub-classes are
7 defined as follows:

8 b. Sub-Class 1: All Nevada citizens who were subject to such illegal debt
9 collection agency activities by the defendants in the State of Nevada, at a time when
10 plaintiff were age 60 or older, and defendants did not hold a Nevada license to
11 engage in collection agency activities.

12 27. Numerosity: The five classes are composed of thousands of Nevada
13 citizens, mostly residing in Clark County. The joinder of these class members in one
14 action is impracticable. The disposition of their claims in the class actions will
15 provide substantial benefits to both the parties and the Court. The names and
16 addresses of class members are readily obtainable from the defendants, so that the
17 classes as to each Defendant can be ascertained.

18 28. Predominance of Common Questions: There is well-defined community
19 of interest in the questions of law and fact that affect the class members to be
20 represented here. The questions of law and fact common to the class members
21 sufficiently predominate over questions which may affect individual class members,
22 and, in any event the class device is the best means, if not the only practical means,
23 for class members to achieve relief for the multiple years of consistent illegal debt
24 collection activities by defendants. Common questions, include, but are not limited
25 to the following:

26 a. Whether as a uniform and common practice, applicable to class
27 members in the State of Nevada, Defendants knowingly engaged in systemic, illegal
28 debt collection agency activities.

1 b. Whether defendants engaged in debt collection agency activities against
2 Plaintiffs in the State of Nevada at a time when defendants did not hold a license to
3 do so in the State of Nevada pursuant to N.R.S. 649.075, or, in the alternate, did not
4 also register as a foreign collection agency pursuant to N.R.S. 649.171.

5 c. Whether defendants' unlicensed debt collection agency activities against
6 Plaintiffs in the State of Nevada constituted a violation of Nevada's Deceptive Trade
7 Practices Act, including N.R.S. 598.0923(1).

8 d. Whether Defendants obtained revenue and/or other illegal gains from
9 pursuing illegal debt collection agency activities against Plaintiffs in the State of
10 Nevada.

11 e. Whether Defendants were unjustly enriched with revenues and/or other
12 illegal gains obtained from pursuing illegal debt collection activities against Plaintiffs
13 in the State of Nevada.

14 29. Fair Representation: Plaintiffs will fairly and adequately represent and
15 protect the interest of the classes. Plaintiffs have no true or meaningful interest that
16 is antagonistic to the interests of other members of the classes, and plaintiffs have
17 retained counsel who are competent and sufficiently experienced in the prosecution
18 of class action litigation.

19 30. Typicality: Plaintiffs' claims are typical of the claims held by members
20 of the Plaintiffs' classes. Plaintiffs and members of the class have all suffered similar
21 harm as a result of Defendants' wrongful conduct. This class action will provide
22 substantial benefits to both the class and the public, since, absent this action,
23 Defendants will likely escape any meaningful accountability for their pattern of
24 violations of law, i.e., violations occurring in a pervasive and repetitive manner over
25 a period of years.

26 31. Superiority: A class action is superior to all other reasonably available
27 means for the fair and efficient adjudication of this controversy. Class members, or
28 the great majority of them, are financially distressed and are generally unable to

1 pursue individual actions. Class action treatment will permit a large number of
2 similarly situated persons to prosecute their common claims in a single forum
3 simultaneously, efficiently, and without the unnecessary duplication of effort and
4 expense that numerous individual actions would require. Furthermore, as the
5 damages suffered by each individual member of the putative class may be relatively
6 small, the expenses and burden of individual litigation would make it difficult if not
7 impossible for individual class members to redress the wrongs done to them. Most
8 individual class members have little interest in or ability to prosecute a time-
9 consuming and expensive individual action, due to the size and economic power of
10 the defendants, the complexity of the issues involved in the litigation and the
11 relatively small, although significant damages suffered by each putative class
12 members. Individual members of the putative class do not have a significant interest
13 in individually controlling the prosecution of separate actions, and the impact of a
14 scenario contemplating hundreds or thousands of individual actions would place an
15 unacceptable burden on the judicial system in any event. Furthermore, the
16 prosecution of separate, individual actions by putative class members would create a
17 risk of inconsistent and varying adjudications concerning the subject matter of this
18 action, and would therefore risk the establishment of incompatible standards of
19 conducts for defendants, pursuant to governing law. This class action will foster an
20 orderly and expeditious administration of class claims, economies of time, effort, and
21 expense will be obtained, and uniformity of decisions will be ensured.

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III.

FIRST CAUSE OF ACTION

STATUTORY CONSUMER FRAUD

(JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK SCINTA, JACQUELINE SCINTA, SUSAN HJORTH and PATRICIA TAGLIAMONTE Against QLS and Does 1 through 100; RAYMOND SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL, Against MERIDIAN FORECLOSURE SERVICE and Does 1 through 100; JESSE HENNIGAN, ROBERT MADARICH and JAMES NICO Against NATIONAL DEFAULT SERVICING CORPORATION and Does 1 through 100; KIM MOORE, THOMAS MOORE, and SUSAN KALLEN Against CALIFORNIA RECONVEYANCE COMPANY and Does 1 through 100.)

32. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in paragraphs 1 through 31 as though fully set forth herein.

33. At all relevant times, Plaintiffs were residents of Nevada.

34. While Plaintiffs were residents of Nevada, Defendants QLS, MTC, MERIDIAN, NDSC, and CALIFORNIA RECONVEYANCE were each acting as a "Collection Agency" as defined by N.R.S. 649,020, and each did not hold the requisite license to act as a collection agency in the State of Nevada. Alternatively, these defendants also did not register as foreign collection agents or agencies with the Commissioner of the Nevada Financial Institutions Division. Defendants nevertheless pursued various collection agency activities against Plaintiffs, including such items as sending debt-related notices, demands, collection communications, conducting foreclosure sales and processes, collection of monies to apply to the respective Plaintiffs' accounts. Defendants thus caused Plaintiffs' damages and/or

1 received illicit revenue and/or profits.

2 35. The collection agency activities of Defendants are and were illegal and
3 improper because of Defendants' failure to obtain the required licenses, or
4 alternatively, failed to register as a foreign collection agent or agency with the
5 Commissioner of the Nevada Financial Institutions Division.

6 36. Defendants' conduct violated N.R.S. 649.075 and/or N.R.S. 649.171,
7 and therefore constituted a deceptive trade practice under N.R.S. chapter 598.

8 37. The deceptive trade practices of Defendants constitute statutory
9 consumer fraud as defined by N.R.S. 41.600.

10 38. As a direct and proximate result of Defendants' deceptive trade practices
11 and statutory fraud, Plaintiffs collectively suffered general and/or special damages in
12 an amount in excess of Ten Thousand Dollars (\$10,000.00).

13 39. As a direct and proximate result of Defendants' deceptive trade practices
14 and fraud, Plaintiffs were forced to retain the services of an attorney to prosecute this
15 action, and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred
16 in prosecuting this action.

17 40. The deceptive trade practices and fraud committed by Defendants were
18 done intentionally to misrepresent, deceive and conceal material facts from Plaintiffs,
19 were done in conscious disregard of Plaintiffs' interests and rights, and were willful,
20 wanton, malicious, and oppressive, thereby entitling PLAINTIFFS to an award for
21 punitive damages.

22 IV.

23 SECOND CAUSE OF ACTION

24 UNJUST ENRICHMENT

25 (JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK
26 SCINTA, JACQUELINE SCINTA, SUSAN HJORTH and PATRICIA
27 TAGLIAMONTE Against QLS and Does 1 through 100; RAYMOND
28 SANSOTA and FRANCINE SANSOTA Against MTC FINANCIAL, INC. and

1 Does 1 through 100; SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ,
2 DONNA HERRERA, FRANK SCINTA, JACQUELINE SCINTA, and
3 ANTOINETTE GILL, Against MERIDIAN FORECLOSURE SERVICE and
4 Does 1 through 100; JESSE HENNIGAN, ROBERT MADARICH and JAMES
5 NICO Against NATIONAL DEFAULT SERVICING CORPORATION and
6 Does 1 through 100; KIM MOORE, THOMAS MOORE, and SUSAN
7 KALLEN Against CALIFORNIA RECONVEYANCE COMPANY and Does 1
8 through 100.)

9 41. Plaintiffs refer to and incorporate herein by reference each and every
10 allegation contained in paragraphs 1 through 40 as though fully set forth herein. No
11 plaintiff at any time entered into any contract with any of the defendants.

12 42. While Plaintiffs were residents of Nevada, Defendants QLS, MTC,
13 MERIDIAN, NDSC, and CALIFORNIA were each acting as a "Collection Agency"
14 as defined by N.R.S. 649.020 and each did not hold the requisite license to act as a
15 collection agency in the State of Nevada. Alternatively, these defendants also did not
16 register as foreign collection agents or agencies with the Commissioner of the
17 Nevada Financial Institutions Division. Defendants nevertheless pursued various
18 collection agency activities against Plaintiffs, including such items as sending debt-
19 related notices, demands, collection communications, conducting foreclosure sales
20 and processes, collection of monies to apply to the respective Plaintiffs' accounts.

21 43. The collection agency activities of Defendants are and were illegal and
22 improper because of Defendants' failure to obtain the required licenses, or
23 alternatively failed to register as a foreign collection agent or agency with the
24 Commissioner of the Nevada Financial Institutions Division.

25 44. Defendants received substantial payments for their respective illegal and
26 improper collection agency activities. In each and every transaction wherein
27 defendants engaged in their unlawful conduct, defendants gained an advantage to the
28 detriment of plaintiffs. As a direct and proximate result of defendants' deceptive

1 trade practices, each defendant was unjustly enriched by virtue of the fact that it
2 received a fee which it was not legally entitled to receive and/or retain under Nevada
3 State law. Acceptance and retention by the defendants of such benefits under the
4 circumstances would be inequitable, and defendants should not be entitled to retain
5 these illicit benefits to the detriment of plaintiffs. Each defendant should be
6 disgorged of any and all benefits obtained by virtue of their deceptive trade practices.

7 45. The use of the payments obtained through illegal and improper means
8 by Defendants constitutes an unjust enrichment of Defendants at Plaintiffs' expense.

9 46. As a direct and proximate result of Defendants' Unjust Enrichment,
10 Plaintiffs have collectively suffered general and/or special damages in an amount in
11 excess of Ten Thousand Dollars (\$10,000.00).

12 47. As a direct and proximate result of Defendants' Unjust Enrichment,
13 Plaintiffs were forced to retain the services of an attorney to prosecute this action,
14 and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred in
15 prosecuting this action.

16 **V.**

17 **THIRD CAUSE OF ACTION**

18 **ELDER ABUSE**

19 **(SANDRA KUHN and ANTOINETTE GILL Against MERIDIAN**
20 **FORECLOSURE SERVICE and Does 1 through 100 AND SUSAN KALLEN**
21 **Against CALIFORNIA RECONVEYANCE COMPANY and Does 1 through**
22 **100.)**

23 48. Plaintiffs refer to and incorporate herein by reference each and every
24 allegation contained in paragraphs 1 through 47 as though fully set forth herein.

25 49. While Plaintiffs were residents of Nevada and while defendant
26 MERIDIAN and CRC, did not hold either hold the requisite licenses to pursue debt
27 collection agency activities or register as a foreign collection agent with the
28 Commissioner of the Nevada Financial Institutions Division, MERIDIAN and CRC

1 nevertheless pursued various debt collection agency activities against Plaintiffs
2 KUHN, KALLEN and GILL, including such items as debt-related notices, demands,
3 collection communications and/or foreclosure sale and processes, against Plaintiffs.

4 50. Plaintiffs KUHN, KALLEN and GILL were subject to debt collection
5 activities at a time when they were each age 60 or older.

6 51. Such illegal and improper action by MERIDIAN and CRC constitutes
7 abuse against an elderly person as defined by N.R.S. 41.1395 and N.R.S. 200.5092,
8 as such actions inflicted pain, injury or mental anguish on an older person as well as,
9 deprived an older person of shelter necessary to maintain their physical or mental
10 health.

11 52. As a direct and proximate result of Defendants' abuse, Plaintiffs KUHN,
12 KALLEN and GILL collectively suffered general and/or special damages in an
13 amount in excess of Ten Thousand Dollars (\$10,000.00).

14 53. As a direct and proximate result of Defendants' abuse, Plaintiffs KUHN,
15 KALLEN and GILL were forced to retain the services of an attorney to prosecute this
16 action, and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred
17 in prosecuting this action.

18 54. The abuse committed by Defendants was done in conscious disregard of
19 Plaintiffs KUHN'S, KALLEN'S and GILL'S interests and rights, and was willful,
20 wanton, malicious, and oppressive, thereby entitling these plaintiffs to an award for
21 punitive damages.

22 VI.

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiffs ask the Court for the following relief:

- 25 1. For collective compensatory and consequential damages in excess to \$10,000,
26 with a specific amount to be determined at trial;
- 27 2. For disgorgement of any amounts paid to Defendants for their respective
28 illegal and improper debt collection activities;

3. For reasonable costs and attorneys' fees as permitted by law;
4. For injunctive relief; and
5. For such other and further relief as the Court may deem just and proper.

Dated: November 24, 2015

LAW OFFICE OF NICHOLAS A. BOYLAN,
A.P.C.

By: 

Nicholas A. Boylan, Esq.,
Nevada Bar No. 5878
444 West "C" Street, Suite 405
San Diego, CA 92101
Attorney for Plaintiffs

EXHIBIT “A”

Inst #: 201006020003345
Fees: \$216.00
N/C Fee: \$0.00
06/02/2010 02:03:14 PM
Receipt #: 373714
Requestor:
FIDELITY NATIONAL DEFAULT S
Recorded By: ARO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessors Parcel No(s): 125-16-412-011
Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS # NV-10-365750-RM

Order # 100349756-NV-LPI

Space above this line for recorders use only

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 8/17/2005, executed by JEFFREY W. BENKO, II, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MOUNTAIN VIEW MORTGAGE COMPANY A COLORADO CORPORATION, as beneficiary, recorded 8/24/2005, as Instrument No. 20050824-0000546, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$263,200.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 2/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiary's efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than \$36,122.30 as of 6/2/2010 and will increase until your account becomes current. Nothing in this Notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered a written Declaration of Default and Demand for Sale and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.