EXHIBIT "K"

Document provided by DataTrace LLC its or its proprietary imaging and delivery system. Copyright 2008, All rights reserved

Inst #: 201104210001783
Fees: $15.00
N/C Fee: $0.00
04/21/2011 11:00:50 AM
Receipt #: 743333
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

Space above this line for recorder's use

APN#: 161-17-510-126
Title Order No. 8006977 Trustee Sale No. 18788NV 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 07-28-2009, 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 MAPTHEREOF ON FILE IN BOOK 12 OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY RECORDED 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)

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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: 04-18-2011

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

State of Nevada
County of Clark

On 4/18/11 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

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1914-1
My Appt. Expires Dec. 18, 2013

EXHIBIT "L"

Inst#:20091006000227[illegible]09/06/2009 01:52:59 PM
Receipt#:84249 Requestor:SERVICELINK SAN BERNARDINO Recorded By:JFK Pgs:2
DEBBIE CONWAY CLARK COUNTY RECORDER

RECORDING REQUESTED BY:

Meridian Foreclosure Service

AND WHEN RECORDED MAIL TO:
Meridian Foreclosure Service
6485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113

APN#: 139-28-810-010 Space above this line for Recorder's use

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 10085178G5

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 09-26-2006, executed by JESUS GOMEZ AND SILVIA GOMEZ, HUSBAND AND WIFE AS JOINT TENANTS as Trustor, to secure certain obligations in favor of ASCENT HOME LOANS, INC. under a Deed of Trust Recorded 10-24-2006, Book , Page , Instrument 20061024-0002660 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 $224,100.00.

Purported Street Address: 738 NORTH 18TH STREET LAS VEGAS, NV 89101

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 06/01/2008 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 $10,304.16 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

Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008817808

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
8484 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 838-4808

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

Brad Brumley – Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 877-736-6556

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: SERVICELINK, AS AUTHORIZED AGENT FOR MTDS, INC., A CALIFORNIA CORPORATION DBA MERIDIAN TRUST DEED SERVICE

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 San Bernardino

On 10/6/09 before me, Maureen M. Hardcastle, notary public personally appeared Amber Ramonetta, 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

MAUREEN M. HARDCASTLE
Comm. # 1771226
NOTARY PUBLIC-CALIFORNIA
San Bernardino County
My Comm. Exp. Dec. 1, 2011

EXHIBIT "M"

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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 #: 20101011 0002605
Fees: $15.00
N/C Fee: $0.00
10/11/2010 12:14:40 PM
Receipt #: 535457
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. 1086517805

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-26-2006. 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 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)

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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) 588-4500 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

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 15, 2013

EXHIBIT "N"

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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

Space above this line for recorder's use

APN#: 139-26-810-010
Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008617866

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)

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Title Order No. 223863 Trustee Sale No. 12345NV Loan No. 1068517805

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

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 15, 2013

EXHIBIT "O"

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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 #: 20110715000212B
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

Space above this line for recorder's use

APN#: 139-26-810-010
Title Order No. 223963 Trustee Sale No. 12345NV Loan No. 1008517806

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 09-26-2006. 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 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 20061024-0002660 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 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)

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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) 688-4500

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.

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 18, 2013

Notary Public in and for said County and State

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Title Order No. Trustee Sale No. 17158NV Loan No. 3002099748

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
6485 W. Sunset Rd. Suite 205
Las Vegas, NV 89113
TEL: (702) 836-4500

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

Kim Ibarra ~ Loss Mitigation 2800 Esperanza Crossing, Austin, TX 78758 866-354-9947

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

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.

Tom Corey

State of Nevada
County of Clark

On 9/30/10 before me, Sharon Pecnick, personally appeared Tom Corey, 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

NOTARY PUBLIC
County of Clark State of Nevada
SHARON PECNICK
No. 00-62070-1
My Appointment Expires April 4, 2012

EXHIBIT "P"

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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 12:11:46 PM
Receipt #: 934708
Requestor:
TICOR TITLE LAS VEGAS
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Space above this line for recorder's use

APN#: 125-18-117-041
Title Order No. TT10539948 Trustee Sale No. 17155NV Loan No. 3002089749

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 05-26-2006. 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)

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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

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.

STEPHANIE FARRELL FORECLOSURE ASSISTANT

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.

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 16, 2013

Notary Public in and for said County and State

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EXHIBIT "A"

Parcel 1:

Lot 41 in Block 1 of GRAND TETON - DURANGO, as shown by map thereof on file in Book 128 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"

Documents provided by DataTree LLC via its proprietary imaging and delivery system. Copyright 2020, All rights reserved

Inst #: 201101050003166
Fees: $15.00
N/C Fee: $0.00
01/05/2011 02:19:21 PM
Receipt #: 533149
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 206
Las Vegas, NV 89113

Space above this line for Recorder's use

Title Order No. 8501704 6

Trustee Sale No. 18269NV Loan No. 1008413068

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 08-16-2006, 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: 8144 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 $16,102.13 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.

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Title Order No. Trustee Sale No. 10269NV 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
8484 W. Sunset Rd. Suite 268
Las Vegas, NV 89113
TEL: (702) 880-4600

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

Kim Ibarra – Loss Mitigation 2900 Esperanza Crossing, Austin, TX 78758 888-354-5947

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

SUSAN DANA

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 CA
County of Riverside

On 1/6/11 before me, Alicia 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
ALICIA MICHELE RODRIGUEZ

ALICIA MICHELE RODRIGUEZ
COMM. #1813863
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. SEPT. 12, 2012

Comm #1813863 exp 9-12-12

EXHIBIT "R"

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Inst #: 201108230002205
Fees: $18.00
N/C Fee: $0.00
08/23/2011 10:21:51 AM
Receipt #: 821716
Requestor:
PACIFIC COAST TITLE
Recorded By: MSH Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

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)

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Title Order No. 550128046 Trustee Sale No. 18269NV Loan No. 1008413068

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 06/24 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

D. ADAMS
Notary Public, State of Nevada
Appointment No. 10-1014-1
My Appt. Expires Dec. 15, 2013

EXHIBIT "S"

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

Phone (602) 264-6101
Fax (602) 264-6209

January 4, 2011

JESSE HENNIGAN
7424 DESERTSCAPE AVE
LAS VEGAS, NV 89178

RE:	Loan No.	:	0084709724
	NDSC No.	:	10-44347-WF-NV
	Prop. Address	:	7424 DESERTSCAPE AVE LAS VEGAS, NV 89178

This firm has been retained to enforce the terms of the above referenced loan by non-judicial foreclosure.

1 The good faith estimate of the debt owed is **$455,568.10** plus those charges that continue to accrue until the loan is paid, such as interest, late charges, advances, expenses of collection, and attorney's/trustee's fees. If you require a statement of all these amounts computed through a specified date, you may request such statement through this office.

The arrearage amount is the sum of payments that have come due on and after the date of default August 1, 2010, plus late charges, periodic adjustments to the payment amount, expenses of collection, and attorney's/trustee's fees as further described in the Notice of Default enclosed.

2. The creditor (current beneficiary) to whom the debt is owed is : Wells Fargo Bank N.A. successor by merger to Wells Fargo Home Mortgage, Inc.
The loan servicer is : Wells Fargo Home Mortgage, Inc.

3. This firm will assume the debt to be valid unless you, within thirty days after receipt of this notice, dispute the validity of the debt or a portion thereof. If you notify this firm in writing within the thirty day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you. Also, upon your written request within the thirty day period, this firm will provide you with the name and address of the original creditor, if it is different from the current creditor.

This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (see Mansour vs. Cal-Western Reconveyance Corp. 618 F.Supp.2d 1178 (D. Ariz. 2009). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will be used for the purpose of collecting a debt. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property.

National Default Servicing Corporation
Trustee Sales Division
(602) 264-6101

EXHIBIT "T"

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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.

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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 : Serviced In While, as Agent
Sandy Brown

EXHIBIT "U"

Inst#:200910020001656 10/02/2009 10:14:34 AM
Receipt#:80026 Requestor:DOCUMENT PROCESSING SOLUTIONS INC Recorded By:CYV
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.	:	09-44685-WF-NV
Loan No.	:	0084709724
Title Order No.	:	602132940
APN No.	:	176-27-212-013

00077 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 KENNIGAN, 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.

 and delivery system. Copyright 2005, All rights reserved.

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: _____
Nichole Alford, TRUSTEE SALES REPRESENTATIVE

Instrument # 20091008-0000558 Fidelity National Default Solutions Copyright 2009, All rights reserved

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 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 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

OFFICIAL SEAL
HELENE J. SCHIFFMAN
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires May 1, 2013

EXHIBIT "V"

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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: $16.00
N/C Fee: $0.00
01/21/2011 08:01:48 AM
Receipt #: 840077
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.

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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)

JESSICA ERIN SNEDDEN
COMM. # 1858851
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
MY COMM. EXP. JULY 24, 2013

EXHIBIT "W"

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Phone (602) 264-6101
Fax (602) 264-6209

September 16, 2011

ROBERT MANDARICH
1628 ROYAL CANYON DR
LAS VEGAS, NV 89128

RE: Loan No. : [redacted]
NDSC No. : [redacted]
Prop. Address : 1628 ROYAL CANYON DRIVE
LAS VEGAS, NV 89128

This firm has been retained to enforce the terms of the above referenced loan by non-judicial foreclosure.

1 The good faith estimate of the debt owed is $144,334.34 plus those charges that continue to accrue until the loan is paid, such as interest, late charges, advances, expenses of collection, and attorney's/trustee's fees. If you require a statement of all these amounts computed through a specified date, you may request such statement through this office.

The arrearage amount is the sum of payments that have come due on and after the date of default February 1, 2011, plus late charges, periodic adjustments to the payment amount, expenses of collection, and attorney's/trustee's fees as further described in the Notice of Default enclosed.

2. The creditor (current beneficiary) to whom the debt is owed is : U.S. Bank National Association
The loan servicer is : U.S. Bank Home Mortgage - Outsourcing

3. This firm will assume the debt to be valid unless you, within thirty days after receipt of this notice, dispute the validity of the debt or a portion thereof. If you notify this firm in writing within the thirty day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you. Also, upon your written request within the thirty day period, this firm will provide you with the name and address of the original creditor, if it is different from the current creditor.

Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this Notice is provided solely to foreclose the Deed of Trust remaining on your property and is not an attempt to collect the discharged personal obligation.

This firm is not a Debt Collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction (*see Mansour vs. Cal-Western Reconveyance Corp.*, 618 F.Supp.2d 1178 (D. Ariz. 2009). Should a subsequent determination be made that this firm is a Debt Collector as that term is defined within the Act, then you are notified that any information obtained will be used for the purpose of collecting a debt. Please be advised that if your personal liability for this debt has been modified or extinguished by a discharge in bankruptcy, this communication is provided solely in reference to the foreclose on the deed of trust remaining on your property and is not an attempt to collect the discharged personal obligation. The notifications provided herein do not limit or detract from the effect of foreclosure upon the subject property.

National Default Servicing Corporation
Trustee Sales Division
(602) 264-6101

EXHIBIT "X"

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Inst #: 201109280003246
Fees: $216.00
N/C Fee: $0.00
09/28/2011 02:26:17 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 transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

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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 / 800/448-3851 Ext. 8525600

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.

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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

OFFICIAL SEAL
ANISSA D. CASTO
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 29, 2012

EXHIBIT "Y"

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Inst #: 201201110001711
Fees: $18.00
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 02/08/2001 as Instrument No. 20010208-01582 (or Book, Page) and Re-Recorded on 12/28/2001 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. 20110928-0003246 (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.

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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 1/10 2012 before me, the undersigned, a Notary Public for said State, personally appeared Nichole Alford 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,

PATRICIA A. WILSON
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
September 18, 2015

Signature _____

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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 "Z"

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Inst #: 200911130004253
Fees: $66.00
N/C Fee: $0.00
11/13/2009 02:50:38 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 $7,883.56, 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

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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 TLST Title Company, as Agent
Gary Thalford

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State of: California
County of: Orange

On 11 Dec 09, before me, Myriams Gary 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 Gary Saez (Seal)
Myriams Gary Saez

MYRIAMS GARY SAEZ
Commission # 1654671
Notary Public - California
Orange County
My Comm. Expires Mar 27, 2010

EXHIBIT "AA"

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Phone (602) 264-6101
Fax (602) 264-6209

Date: February 1, 2010

To: JAMES D. NICO

Re: NDSC Loan No.: 09-34943-FF-NV
Loan No. [redacted]
Borrower: JAMES D. NICO
Address: 4931 BLACK BEAR ROAD #104
LAS VEGAS NV 89149-7719

From: Jacqueline Silva

This transmittal forwards the reinstatement figures you requested.

Should you wish to pay the reinstatement amount quoted, please be advised that only the amount stated in the quotation received in the form of **certified funds** payable to National Default Servicing Corporation (NDSC) will be accepted. Any amount received short of this figure will not be accepted and will be returned to the remitter.

Certified funds (i.e. cashier's check or money order) should reach our office at the above address no later than 2/26/10.

Please be advised that, as this loan is in foreclosure and/or bankruptcy, these figures are subject to change at any time, as additional fees and costs relating to that proceeding may accrue before the "good through" date. Please note that by providing these figures to you with a "good through" date, no deadlines are waived, postponed and/or tolled, including, but not limited to, trustee's sale dates and statutory reinstatement dates.

Please do not hesitate to contact me should you need any further information.

Jacqueline Silva
602.264.6101
JSilva@ndscorp.com

National Default Servicing C oration
7720 N. 16th Street, Suite 30(
Phoenix AZ 85020
TIN No.: 86-0813496
(602) 264-6101 Fax (602) 264-6209

Reinst.tement Quote

Printed on: 02/01/2010

EMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

RE: JAMES D. NICO
4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719

Delinquent Date: 08/01/2009
Quote good Through: 02/26/2010

File #: 09-34943-FF-NV
Mortgage Co#: [redacted]

Trustee Fee		$540.00
Late Charge Balance		$815.88
Escrow Advance		$330.89
Required Escrow Balances		$420.30
Title Fee		$741.72
Recording Fee		$180.00
Mailing Fee		$150.00
Pub Fee		$800.00
Post Fee		$120.00
Corporate Advances		$1,566.20
Inspection Fee		$98.00
Assigment Prep Fee		$35.00
P&I + Escrow for 08/01/09 to 02/01/10		$7,530.90

Quote good Through: 02/26/2010

Total Due: $13,328.89

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Phone (602) 264-6101
Fax (602) 264-6209

Date: February 3, 2010

To: JAMES D. NICO

Re: NDSC Loan No.: 09-34943-FF-NV
Loan No. [redacted]
Borrower: JAMES D. NICO
Address: 4931 BLACK BEAR ROAD #104
LAS VEGAS NV 89149-7719

From: Jacqueline Silva

This transmittal forwards the payoff figures you requested.

Should you wish to pay the pay-off amount quoted, please be advised that only the amount stated in the quotation received in the form of certified funds payable to National Default Servicing Corporation (NDSC) will be accepted. Any amount received short of this figure will not be accepted and will be returned to the remitter.

Certified funds (i.e. cashier's check or money order) should reach our office at the above address no later than 2/26/10.

Please be advised that, as this loan is in foreclosure and/or bankruptcy, these figures are subject to change at any time, as additional fees and costs relating to that proceeding may accrue before the "good through" date. Please note that by providing these figures to you with a "good through" date, no deadlines are waived, postponed and/or tolled, including, but not limited to, trustee's sale dates and statutory reinstatement dates.

Please do not hesitate to contact me should you need any further information.

Jacqueline Silva
602.264.6101
JSilva@ndscorp.com

National Default Servicing C oration
7720 N. 16th Street, Suite 30(
Phoenix AZ 85020
TIN No.: 86-0813496
(602) 264-6101 Fax (602) 264-6209

Payoff Quote

Printed on: 02/03/2010

BMC Mortgage Corporation
2780 Lake Vista Drive
Lewisville, TX 75067

RE: JAMES D. NICO
4931 BLACK BEAR ROAD #104
LAS VEGAS, NV 89149-7719

Delinquent Date: 08/01/2009
*Quote good Through: 02/26/2010

File #: 09-34943-FF-NV
Mortgage Co#: [redacted]

*These figures are subject to change.

Principal Balance	$170,549.36
Interest Balance	$8,615.53
Trustee Fee	$540.00
Late Charge Balance	$815.88
Proj Escrow	$420.26
Escrow / Impound Overdraft	$330.89
Title Fee	$741.72
Recording Fee	$180.00
Mailing Fee	$150.00
Pub Fee	$800.00
Post Fee	$120.00
Release / Recon Fee	$25.00
Corporate Advances	$1,664.20
Recording Fee	$14.00
Assignment Prep Fee	$35.00

*Quote good Through: 02/26/2010

Total Due: $185,001.84

Printed by Jsilva

NDSC001718

EXHIBIT "BB"

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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

(5)

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

14/48

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.

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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 Allard, TRUSTEE SALES REPRESENTATIVE

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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:

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THE EXCLUSIVE RIGHT TO USE, POSSESSION, AND OCCUPANCY OF THOSE PORTIONS OF
THE LIMITED COMMON ELEMENTS (EXCLUSIVE USE COMMON AREA) BEING DESCRIBED
UPON THE FLAT 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

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STATE OF ARIZONA
COUNTY OF MARICOPA

On 5/12, 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

Richard Michael Bowes
Notary Public
Maricopa County, Arizona
My Comm. Expires 6-1-2014

EXHIBIT "CC"

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Inst #: 201106090000331
Fees: $18.00
N/C Fee: $0.00
08/09/2011 08:02:47 AM
Receipt #: 805438
Requestor:
LSI TITLE AGENCY INC.
Recorded By: MSH Pgs: 6
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

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. 20060927-0005980 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.

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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 $200,417.13. 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

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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

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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 6, OF THE PLAT AS REFERRED TO ABOVE.
PARCEL 1B:

class members are participants in the class action *unless* they 'opt-out' *following class notice*."][emphasis added].

Plaintiffs have already addressed in their papers in opposition to Defendants' prior motions seeking phasing of discovery the handful of cases Defendants rely on here for the proposition that Plaintiffs seek these witnesses' names and contact information in order to engage in a "fishing expedition" of sorts. For a variety of reasons, these cases are not persuasive here. As a preliminary matter, Defendants rely largely on unpublished trial court orders; these are not precedent and show the weakness of Defendants' assertions. In *Arango v. Work & Well, Inc.* (N.D. Ill. July 24, 2012) 2012 U.S. Dist. LEXIS 102411, at *7-9, for instance, the court did not properly have before it the issue of the scope of discovery. Rather, the court, considering a motion to dismiss and strike class allegations, ruled that the plaintiff there had not adequately pled his class allegations because the plaintiff "has no factual basis to state a plausible claim for relief" as to the putative class. (*Id.*) Here, in contrast, there is no question that Plaintiffs' claims—both as to the named Plaintiffs as well as the putative class—have been adequately pled. Judge Scann denied the 12(b)(5) motion. The *Arango* court's concern about improper "fishing expedition[s]" during discovery are thus not applicable here. (*Id.* at *8-9; *see also Karhu v. Vital Pharms., Inc.* (S.D. Fla. August 16, 2013) 2013 U.S. Dist. LEXIS 116380 [denying motion to bifurcate discovery for failure to show good cause and noting that "Defendant's bare assertion that Plaintiff is attempting to engage in a fishing expedition is insufficient to support the relief requested"].)

Similarly, in *Ardrey v. United Parcel Service* (4th Cir. 1986) 798 F.2d 679, 680-681, the Fourth Circuit Court of Appeals upheld a trial court's decision to bifurcate discovery by limiting it first as to the named plaintiffs' individual claims before allowing discovery regarding their class action. There, however, the Fourth Circuit specifically noted that the trial court had allowed discovery beyond the named plaintiffs even during the first phase of discovery to the extent "such discovery would

produce information relevant to the individual claims," (*Id.* at 681 n.4 [internal quotation marks omitted].) Thus, the "district court did allow discovery as to information regarding others similarly situated to the individual plaintiffs." (*Id.* at 684.) The defendant there had already produced statistical data regarding those similarly situated. (*Id.* at 680.) Thus, "[g]iven the *wide* discovery allowed on the individual plaintiff's claims," the Fourth Circuit concluded that the "district court did not abuse its discretion by foreclosing discovery" in the way that it had. (*Id.* at 685 [emphasis added].) Here, however, Plaintiffs have been thus far unilaterally denied by Defendants *any* information—without a prior or proper court order limiting discovery—as to the class, including even information regarding similarly situated individuals or statistical data or other information relevant to the named Plaintiffs' individual claims.

In *Physicians Healthsource v. Anda* (S.D. Fla. Nov. 27, 2012) 2012 U.S. Dist. LEXIS 187644, at *2-3, the district court concluded that bifurcation was warranted because the defendant had presented a "plausible argument that it may be able to prevail" on the plaintiff's individual claims on the narrow ground that they were "time-barred." Phasing of discovery, unlike here, would thus only entail a short delay. (*Id.* at *5.) The cursory opinion in *Stavroff v. Midland Credit Mgmt. Inc.* (N.D. Ind. June 8, 2005) 2005 U.S. Dist. LEXIS 11640, similarly provides little guidance as the magistrate judge there gave no indication whether the defendants' anticipated challenges to the merits of the named plaintiff's claims involved narrow issues or issues unique to the named plaintiff. The magistrate judge in *Stavroff* also failed to address a number of important considerations, including the difficulties entailed in trying to distinguish between merits issues and class issues and the likelihood that dismissal of the named plaintiff's claims would not lead to final resolution of the case as another member of the putative class could replace her as a class representative. (*Id.* at *3-4, 7.) The magistrate judge also effectively—and improperly—put the burden on the named plaintiff to show why bifurcation would be inappropriate. (*Id.* at

*7; *cf.* NRCP 26(c) [good cause must be shown by moving party]; *Charvat v. Plymouth Rock Energy, LLC* (E.D.N.Y. Jan. 12, 2016) 2016 U.S. Dist. LEXIS 6778, at *5 [Defendant "Plymouth has failed to carry its burden of establishing that bifurcation is appropriate."].)

Perhaps most importantly, no narrow, potentially dispositive issue exists here. Whether Defendants' conduct constituted collection agency activities and whether Plaintiffs have sustained damages are not the sort of narrow legal issue found in *Anda*. Both issues will require extensive discovery that will not be "totally distinct from class issues" but rather will overlap with merits discovery as to the putative class and class certification discovery. (*See, e.g.*, *True Health Chiropractic, Inc. v. McKesson Corp.* (N.D. Cal. Jan. 20, 2015) 2015 U.S. Dist. LEXIS 7015, at *4-8 [finding bifurcation of discovery unwarranted for many reasons, especially given significant overlap between individual and class discovery and the "slew of issues as to what discovery relates to the class, as opposed to the named plaintiffs, thereby causing additional litigation regarding the distinction between the two" that would result, the delays that would be entailed, and noting that judicial economy would not be served as even if named Plaintiffs were "found to not meet the class definition, Plaintiffs will likely proceed with the case by finding other, adequate representatives"]; *Munoz v. PHH Corp.* (E.D. Cal. Feb. 11, 2016) 2016 U.S. Dist. LEXIS 17254, at *11-14 ["Critically, the Court finds no practical or meaningful method for limiting the scope of Plaintiffs' depositions given the substantial overlap between merits discovery and class certification discovery at this juncture in the case. Courts have repeatedly acknowledged that there is no clear-cut division between discovery that relates to class certification and discovery that relates to the merits. . . . In other words, issues involving class certification are relevant at all stages in the proceedings. Relevant evidence is discoverable."]; *Charvat*, *supra*, 2016 U.S. Dist. LEXIS 6778, at *3-7 [denying motion to bifurcate discovery and noting that the "contours of [permissible] discovery" under the defendant's proposal would require

"future motion practice and resolution by the Court, neither of which promotes judicial efficiency or a prompt resolution of the case"—especially as "[m]uch of the discovery sought appears relevant to both the class and individual claims"—and pointing out that "even if the named Plaintiff's claim were defeated, there is no reason to think that this case would likely end" as other individuals "could replace Plaintiff as a class representative"].)

The remaining cases relied on by Defendants are similarly distinguishable and unpersuasive. For instance, in *Annunziato v. Collecto, Inc.* (E.D.N.Y. 2013) 296 F.R.D. 112, the court did *not* address the propriety of discovery to identify new class representatives (as Defendants suggest). (Nor did *Arango*, also cited by Defendants for that proposition.) Rather, the *Annunziato* court considered whether, *after a class had been certified*, to grant the plaintiff's motion to compel discovery regarding *non-members* of the class. (*Id.* at 119-120.) The court concluded that the discovery should be denied because the "request for information pertaining to [non-class members] expands the class definition adopted" by the court and would "thus exceed the scope of the class defined" already by the class certification ruling. (*Id.* at 120-121.) Here, in contrast, even Defendants cannot—and, as far as Plaintiffs can determine, do not—seriously contend that discovery regarding putative class members would not be relevant, but only that it should be postponed at this time.

In *Dziennik v. Sealift, Inc.* (E.D.N.Y. May 23, 2006) 2006 U.S. Dist. LEXIS 33011, the magistrate judge, declining to order production of documents that would show the names and addresses of putative class members pre-certification, stated that "[c]ourts have ordinarily refused to allow discovery of class members' identities at the pre-certification stage out of concern that plaintiffs' attorneys may be seeking such information to identify potential new clients, rather than to establish the appropriateness of certification." (*Id.* at *3.) This is not, however, an accurate statement of the law. As noted above and in Plaintiffs' Motion, the California Supreme Court and both federal and California state cases have recognized the

important point that discovery of putative class members' names and addresses is proper so that potential class members—and percipient witnesses—can assist the named plaintiffs and their counsel in prosecuting the case. (*Pioneer Electronics*, *supra*, 40 Cal.4th at 373; *Bartold*, *supra*, 81 Cal.App.4th at 8200821, 836; *Doyon v. Rite Aid Corp.* (D. Me. 2011) 279 F.R.D. 43, 46-47; *Pirjada*, *supra*, 201 Cal.App.4th at 1088 ["precertification discovery may be allowed . . . to identify a substitute class representative in place of one who is not able to serve in that capacity, as well as to assist the lead plaintiff in learning the names of other individuals who might assist in prosecuting the action"]; *Hernandez v. Best Buy Co.* (S.D. Cal. Oct. 15, 2014) 2014 U.S. Dist. LEXIS 147630, at *24 ["In the context of a class action, disclosure of basic contact information for putative class members is 'common practice' and does not constitute a serious invasion of privacy, particularly when the Court determines that they may possess relevant discoverable information about class certification issues and the other allegations in plaintiff's Complaint."][quoting *Artis v. Deere & Co.* (N.D. Cal. 2011) 276 F.R.D. 348, 353]; *Minns v. Advanced Clinical Empl. Staffing LLC* (N.D. Cal. May 9, 2014) 2014 U.S. Dist. LEXIS 65198, at *4-5 [allowing pre-certification discovery of putative class members' contact information because "[c]lass members are percipient witnesses who can provide anecdotal evidence about their experiences that likely is not captured in the written discovery produced by defendant and that may differ from the evidence available from defendant's witnesses"]; *see also Oppenheimer Fund, Inc.*, *supra*, 437 U.S. at 354 n.20 ["There may be instances where [class members' names and addresses] could be relevant to issues that arise under Rule 23 . . . or where a party has reason to believe that communication with some members of the class could yield information bearing on these *or other issues*."][emphasis added]; *Knaupf v. Unite Here Local 100* (D.N.J. Nov. 23, 2015) 2015 U.S. Dist. LEXIS 157710, at *15-16 [denying motion to limit discovery to named plaintiff's claims and noting that "both the Supreme Court and the Court of Appeals for the Third Circuit have held that the names and addresses of

putative class members are discoverable"][citing *Hoffmann-La Roche Inc. v. Sperling* (1989) 493 U.S. 165, 170, and *Oppenheimer Fund, Inc., supra*, 437 U.S. at 354 n.20].) Indeed, partly for these reasons, "[m]ost judges are reluctant to restrict communications between the parties or their counsel and potential class members, except when necessary to prevent serious misconduct." (MANUAL FOR COMPLEX LITIGATION, FOURTH (2004) § 21.12 [citing *Gulf Oil co. v. Bernard* (1981) 452 U.S. 89, 101-02].) The *Dziennik* court recognized as much when it declined to issue a protective order restricting the plaintiffs' counsel communications with absent class members. (*Dziennik, supra*, 2006 U.S. Dist. LEXIS 33011, at *9-10 ["As a preliminary matter, plaintiffs generally have a right to contact members of the putative class."].)

Defendants mistakenly suggest that *Pioneer Electronics* is distinguishable because it requires class members receive an opt-out notice before their identities are disclosed by a defendant and Plaintiffs have not requested such a procedure. Defendants ignore several important points from the decision, however: first, the California Supreme Court recognized in *Pioneer Electronics* that putative class members may be percipient witnesses whose identities and contact information are "proper subjects of discovery" under California law (as under NRCP 16.1(a)(1)(A)). *See Pioneer Electronics, supra*, 40 Cal.4th at 373-374. Second, the notice discussed in *Pioneer Electronics* was deemed to be required—under the circumstances there—by privacy protections found in the California state Constitution. *See id.* at 366. Plaintiffs therefore have not proposed such an onerous and time-consuming procedure be adopted here. Notably, Defendants themselves fail to identify any authority or provision of Nevada law that would require such a procedure here. Moreover, an opt-out notice is not, despite Defendants' assertions to the contrary, always required even under California law. *See, e.g., Puerto v. Superior Court* (2008) 158 Cal.App.4th 1242, 1251-1252 [distinguishing *Pioneer Electronics* and expressly declining to require opt-out notice under the circumstances presented].

5. Judge Scann Was Not Persuaded by Defendants' Arguments and Authorities when Defendants Raised Them in Their Prior NRCP 12(b)(5) Motions

i. Defendants Selectively Quote from the February 2016 Hearing Transcript in Misleading and Unfair Ways

Drawing misleadingly from Judge Scann's comments at the February 2016 hearing, Defendants insinuate that Plaintiffs' claims are weak on the merits and that Plaintiffs' counsel violated NRCP 11 in filing the complaint. As a preliminary matter, Judge Scann's comments were based solely on the allegations in Plaintiffs' SAC (and the exhibits thereto). She did not have before her then the powerful—and mounting—evidence in their favor that Plaintiffs have since uncovered in the course of discovery in the months since. Thus, to the extent that Judge Scann had any doubts at that time based on her reading of the SAC, it should not cast doubt on the merits of Plaintiffs' claims and the evidence they will present in favor of them when properly before the Court. Any doubts Judge Scann may have voiced at the hearing must also be considered in light of her decision to deny in pertinent part Defendants' NRCP 12(b)(5) motions despite any doubts she might have had.

Turning to Judge Scann's comments at the hearing, however, it is especially troubling that Defendants have selectively quoted from the transcript of the February 2016 to incorrectly suggest that Plaintiffs' counsel somehow was unable to respond to or address Judge Scann's concerns. For instance, Defendants only provide an incomplete quotation of the colloquy that ensued between the Court and Plaintiffs' counsel regarding NRCP 11 and Plaintiffs' filing of their complaint. Defendants' quotation ends with the Court's comment that, in the Court's view, the SAC lacked sufficient facts. *See* **Exhibit "23"** at 16:12-16. Defendants omit to include the response of Plaintiffs' counsel, in which Plaintiffs' counsel, addressing the Court's point, stated: "Okay. Well, let's go look at that because we need to make the Court aware. Look at page 3 and 4 of our brief." *Id.* at 16:17-18. A little further on, Plaintiffs' counsel identified specific factual allegations in the SAC alleging that

Defendants charged thousands of dollars and added them to the Plaintiffs' debts. *Id.* at 16:23-24. Similarly, Defendants selectively quote the Court's suggestion that NRCP 11 required Plaintiffs to "know some information before you [i.e., Plaintiffs' counsel] even file" the lawsuit, but Defendants fail to include the response from Plaintiffs' counsel: "We've met Rule 11 easily. We've given you the allegations, the specificity. We've attached documents where they admit they were a debt collector. Let's stop right there." *Id.* at 44:7-9. The Court apparently agreed with Plaintiffs' counsel, as the Court did not change its ruling and ended the hearing moments later. *Id.* at 44:10-15.

The Court here should similarly disregard any suggestion by Defendants, relying on misleading quotations from the transcript of the February 2016 hearing, that Plaintiffs' claims are weak on their merits or that NRCP 11 was violated by Plaintiffs' counsel in filing the SAC.

ii. Judge Scann Considered and Rejected the Arguments and Many of the Authorities Raised by Defendants Here

While accusing Plaintiffs of relying on arguments and authorities there were supposedly unsuccessful in the past, Defendants discuss at length a number of cases that they previously—and largely unsuccessfully—relied on when their NRCP 12(b)(5) motions were before Judge Scann. For instance, the decision by Judge Williams in *Quality Loan Service Corp. v. State of Nevada, Department of Business & Industry, Financial Institutions Division* (Nev. Dist. Ct. Jan. 3, 2013) 2013 WL 6911859, was heavily relied on by Defendants in their prior NRCP 12(b)(5) motions. For good reason, Judge Scann was not persuaded by that decision, however, and Defendants' argument that it compelled or encouraged her to dismiss Plaintiffs' claims here. Because Defendants continue to rely so heavily on the *Quality Loan* decision here, Plaintiffs must briefly explain why Judge Scann correctly concluded that Defendants' reliance was misplaced.

First, the order that Defendants rely on, ostensibly signed by Judge Williams, appears to be an advocacy piece, every word of which was crafted by QLS's attorneys at the firm of Lionel, Sawyer & Collins. The order contains no indication of any independent review, analysis, or contribution by the Judge. In fact, the order is not signed by the Judge, but says instead, "Jessie Walsh for Timothy C. Williams." Below that signature, the order indicates that it was "prepared and submitted" by Attorney Paul Larson, of the firm Lionel, Sawyer & Collins representing QLS. In paragraph 9 of the order, there is a significant mischaracterization of Commissioner Burns' fact-finding and his determinations, which mischaracterization and various related omissions illustrate the inaccuracies spread throughout the entire order.

Specifically, the order misstated that Commissioner Burns determined that merely exercising the power of sale in a deed of trust constitutes the action of a collection agency. The trial court order omits any reference to the pervasive evidence discussed and the critical findings of Commissioner Burns' decision, which show a variety of debt collection activities (including demanding and collecting payments on past due amounts), different from and well beyond the mere recordation of a default notice or the mere statutory exercise of the power of sale. (A true and correct copy of Commissioner Burns' decision is attached hereto as **Exhibit "29"** to the Boylan Reply Declaration.) Plaintiffs respectfully suggest, as they did successfully when before Judge Scann, that the order by Judge Williams is without persuasive force. This Court should defer to the FID, as the applicable Nevada administrative agency. *See, e.g., Holiday Ret. Corp. v. State Div. of Indus. Rels.*, 128 Nev. Adv. Rep. 13, 274 P.3d 759, 761 (2012); *Ford Motor Credit Co. v. Milhollin*, 444 U.S. 555, 566 (1980). Nothing in Judge Williams' order reflects any consideration whatsoever of the law indicating that it is the Court's duty to give primary deference to the administrative agency in charge.

Plaintiffs' Proposed Third Amended Complaint Is Even Stronger than the Second Amended Complaint

Although Judge Scann ultimately concluded that the allegations in Plaintiffs' SAC were strong enough and sufficiently detailed to withstand Defendants' NRCP 12(b)(5) motions to dismiss in pertinent part, Plaintiffs have since then moved for leave to amend their SAC by filing their proposed Third Amended Complaint ("TAC"). The allegations in the TAC are even stronger than those found in the SAC. For instance, the TAC would add Bijan Laghaei, hitherto a member of the putative class, as a class representative and named Plaintiff with claims against MTC. Regarding Plaintiff Laghaei, Plaintiffs allege in the TAC that MTC, as purported trustee of the deed of trust for Plaintiff Laghaei's home, was seeking to collect on the loan, including by taking the security, i.e. the home, and sent a notice of default; that MTC identified itself as a debt collector on the notice of default it sent to him, demanded payment from him to get current on his obligation owed to a third party, and stated that it should be contacted to determine the amount needed to cure the default demanded payment from Plaintiff Laghaei to get current on his obligation owed to a third party. Plaintiffs also allege that in approximately July 2009, Plaintiff Laghaei sought to negotiate the debt on his mortgage loan, so that he could stay in his home, after he became in default under the note. To that end, Plaintiff Laghaei sought a forbearance agreement on the loan with the third-party creditor, and in negotiating this loan forbearance agreement, Plaintiff Laghaei communicated with the lender's collection agent, MTC, as the collection agent for the third-party creditor. Plaintiff Laghaei was told by MTC representatives during these communications that a loan modification would be worked out for his loan and not to be concerned with MTC's notice of default. As part of and pursuant to the forbearance agreement, MTC collected from Plaintiff Laghaei on the loan when he paid to MTC a total of about $19,810.00, to be passed on to the third-party creditor through its collection agent MTC, through a series of three cashier's checks dated July 6, 2009, August 5, 2009, and October 19, 2009. MTC collected the money and then later delivered the money to its lender client. These checks were made out to Trustee Corps (MTC), for

payment on the loan. Plaintiffs also allege that, prior to paying MTC these amounts, Plaintiff Laghaei requested from MTC a statement of the amount it contended he would need to pay MTC on behalf of its third-party lender in order for him to be current on his debt to this third-party. MTC subsequently sent him a Reinstatement / Pay Off Demand pursuant to his request, and, either with or approximately the same period, an enclosure with written directions for sending payment. In this demand, MTC stated that "TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose." MTC also stated the amounts due to reinstate the loan. Expressly included in MTC's calculations was $3,731.00 in "foreclosure fees/costs due Trustee" (i.e., MTC). This amount was expressly added to Plaintiff Laghaei's debt by MTC. MTC also stated that it would only accept cash or cashier's checks made payable to MTC (as Trustee Corps) and that any funds were to be delivered to MTC at its business address. MTC also stated that any correspondence should be directed to MTC's "REINSTATEMENT / PAY OFF DEPARTMENT" (rather than the third-party lender). The written enclosure that MTC sent with or around the same time as this demand included detailed directions as to how Plaintiff Laghaei was to make payment on the obligation owed to a third party. MTC instructed him that only cash or cashier's checks would be accepted to cure the default. MTC "reserve[d] the right to return any funds that are not adequate to reinstate or pay off the default on this loan." MTC also identified itself as a debt collector and stated that any information obtained will be used for that purpose.

In addition to these detailed allegations relating to Plaintiff Laghaei and MTC, the TAC also includes more detailed allegations as to each of the Defendants and their various business activities in the State of Nevada during the relevant period, as well as more detailed allegations relating to the putative class and the addition of several supporting exhibits as to several of the existing named Plaintiffs. Judge Scann already properly concluded that the SAC and its allegations were sufficiently well-pled to survive Defendants' NRCP 12(b)(5) motions. Plaintiffs respectfully suggest,

however, that any doubts as to the merits of Plaintiffs' claims that Judge Scann may have voiced at the February 2016 hearing would have been more than satisfied by the allegations in the TAC (as well as by the mounting evidence Plaintiffs have already uncovered in the course of discovery thus far).

The Prior QLS Order Is Distinguishable on the Critical Facts

According to the text of the order in *Quality Loan* that Defendants rely on, the Court itself limited its determination to the simple fact that QLS did nothing other than record a notice of default (and possibly conduct the sale). The facts at issue here, however, as pled in the SAC and as shown by the mounting evidence uncovered in discovery thus far, depict a very different scenario, which itemizes a variety of debt collection activities, including demanding payments, receiving payments, forwarding payments, soliciting from the banks and other lenders the opportunity to act on their behalf to collect the debts, seeking payment by cashier's checks and/or wire transfers made payable to Defendants, all as collection agents for the lenders, etc.

The Prior QLS Order Is Incorrect on Its Face

The decision is also not compelling here as it seems that there is a glaring legal error on the face of the *Quality Loan* order. In the "Conclusions of Law," paragraph numbers 2 and 3 thereof, it appears that Judge Williams based his order in substantial part on a determination that the California company, QLS, was not doing business in the State of Nevada pursuant to NRS 80.015. It is inexplicable that the order did not cite or discuss the contrary, dispositive portion of that same statute, with respect to the issue. Specifically, NRS 80.015(4)(b) provides that: "The fact that a person is not doing business in this state within the meaning of this section . . . [d]oes not affect the applicability of any other provision of law with respect to the person and may not be offered as a defense or introduced in evidence in any civil action, . . . involving an

alleged violation of chapter 597, 598,[2] or 598A of NRS." The issue of whether QLS was doing business in the State of Nevada as set forth in NRS 80.015 is not even allowed to be an issue in this matter, yet it was the basis of Judge Williams' order.

In their opposition papers, Defendants note that the FID did not appeal Judge Williams' order and has not pursued its claims theory against any other foreclosure trustee (as far as Defendants can determine). As an initial matter, speculations as to the FID's reasons for not appealing the *Quality Loan* decision are not properly before the Court at this stage (if any) and are *not* evidence. Defendants' suggestion that the FID has not gone after any other foreclosure trustees is also not evidence, and is not supported by any evidence or allegations properly before the Court.

Because Defendants have raised the issue, however, Plaintiffs must note that the FID had good reasons not to appeal the *Quality Loan* decision in January 2013: QLS had by that time obtained a certificate as a foreign collection agency from the FID! By then, the Nevada legislature also had amended the relevant statutes in ways that confirmed the position of the FID. *See, e.g.*, NRS 107.028 [making clear that collection agencies licensed under Nevada law can serve as trustees of deeds of trust]. The FID's failure to appeal, under the circumstances, does not in any way suggest that the FID agreed with the decision or believed it lacked solid grounds for appealing it. Rather, the FID's decision is explicable given that by point in time the FID had achieved its objectives as to QLS. Thus, as far as Plaintiffs can determine, the only logical reason that the FID did not appeal the adverse decision by Judge Williams is that QLS effectively capitulated by obtaining—and, to date, maintaining—a collection agency license from the FID for its collection agency activities in the State of Nevada.

Similarly, Judge Scann considered and effectively rejected the federal district court decisions from Nevada that Defendants rely on again in their opposition papers

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[2] NRS 598.0923(1) defines a deceptive trade practice in the course of a person's business or occupation when he or she knowingly conducts the business or occupation without all required state, county, or city licenses.

here.[3]

As a preliminary matter, according to almost all the federal appellate courts, which issue the binding decisions that set the legal precedents which must be followed by federal trial courts, even under the less stringent federal law (the FDCPA, not specifically at issue here, but relevant in the trial court orders previously relied upon by Defendants), trustees conducting foreclosure activities of the kind at issue in this case are debt collectors. *See Wilson v. Draper & Goldberg PLLC* (4th Cir. 2006) 443 F.3d 373; *Piper v. Portnoff Law Assocs.* (3rd Cir. 2005) 396 F.3d 227; *Reese v. Ellis, Painter, Ratterree & Adams LLP* (11th Cir. 2012) 678 F.3d 1211, 1217-1218 ["A communication related to debt collection does not become unrelated to debt collection simply because it also relates to the enforcement of a security interest. A 'debt' is still a 'debt' even if it is secured."]; *Romea v. Heiberger & Assocs.* (2nd Cir. 1998) 163 F.3d 111, 117; *Gburek v. Litton Loan Servicing LP* (7th Cir. 2010) 614 F.3d 380, 386; *Kaltenbach v. Richards* (5th Cir. 2006) 464 F.3d 524; *Glazer v. Chase Home Fin. LLC* (6th Cir. 2013) 704 F.3d 453, 455; *see also Rowe v. Educ. Credit Mgmt. Corp.* (9th Cir. 2009) 559 F.3d 1028; *Alaska Trustee LLC v. Ambridge* (Alas. 2016) 2016 Alas. LEXIS 23; *Porada v. Monroe* (Minn. App. July 28, 2014) No. A-13-1615, 2014 WL 3700820 [unpublished]; *Kaymark v. Bank of America, N.A.* (3d Cir. 2015) 783 F.3d 168, 176-178 [judicial foreclosure complaint can be communication subject to FDCPA protections]; *McCray v. Federal Home Loan Mortg. Corp.* (4th Cir. Oct. 7, 2016) 839 F.3d 354 [concluding that complaint adequately alleged that foreclosure trustee was debt collector under FDCPA and

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[3] Nevada courts may look to decisions of federal and California courts (as well as other jurisdictions) for guidance in class actions. *See, e.g., Shuette v. Beazer Homes Holdings Corp.* (2005) 121 Nev. 837, 847-850, 124 P.3d 530, 537-539 [looking to federal and California law in reviewing class action certification decision]. "Federal cases interpreting the Federal Rules of Civil Procedure 'are strong persuasive authority, because the Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.'" *Exec. Mgmt. v. Ticor Title Ins. Co.* (2002) 118 Nev. 46, 53, 38 P.3d 872, 876 [quoting *Las Vegas Novelty v. Fernandez* (1990) 106 Nev. 113, 119, 787 P.2d 772, 776]; *see also Meyer v. Eighth Judicial Dist. Court* (1994) 110 Nev. 1357, 1363, 885 P.2d 622, 625 [drawing on federal law in interpreting NRCP 23 after stating that "NRCP 23, identical to its federal counterpart, governs the process of class certification."].

alleged activities were debt collection activity regulated by the FDCPA]; *Shapiro & Meinhold v. Zartman* (Colo. 1992) 823 P.2d 120, 122-124 [en banc]. Thus, the great weight of near-uniform appellate authority and the persuasive content of those near-uniform decisions completely overwhelm the erroneous prior unpublished federal trial court orders in Nevada that Defendants have relied on in the past (and which were effectively rejected by Judge Scann).

By Plaintiffs' calculation, of the appellate judges and justices that have considered these issues in these opinions, more than 45 of them—including then-Circuit Judge, now Justice Sotomayor—have ruled in Plaintiffs' favor on these issues, while only 5 of them have ruled the other way. *See id.*

Thus, given the many contrary federal circuit decisions, Defendants cannot properly rely on the erroneous federal trial court decisions from Nevada. In any event, these federal district court decisions do not carry any binding precedential effect even for other federal courts. *See, e.g., NASD Dispute Resolution, Inc. v. Judicial Council*, 488 F. 3d 1065, 1069 (9th Cir. 2007) ("[A] district court opinion does not have binding precedential effect.").

These decisions are also not persuasive authority here for reasons previously explained by Plaintiffs when many of them were relied on by Defendants unsuccessfully before Judge Scann. Several of those trial court decisions have glaring errors in their interpretation of Nevada law. For example, several of Defendants' cited cases, making the same error discussed above made by Judge Williams, concluded that the foreclosure companies were not required to obtain a license because their foreclosure activities were not "doing business" in Nevada. *See, e.g.*, *Karl v. Quality Loan Serv. Corp.*, 759 F. Supp. 2d 1240, 1248 (D. Nev. 2010). Under NRS 80.015(1), activities such as creating or acquiring indebtedness, mortgages and security interest in real or personal property, and securing or collecting debts or enforcing mortgages and security interests in property securing the debts do not technically constitute doing business in the State of Nevada for the sole purpose of

determining whether a foreign corporation is required to register with the Nevada Secretary of State under NRS chapter 80. However, "the fact that a person is not doing business in this state within the meaning of this section . . . does not affect the applicability of any other provision of law with respect to the person and may not be offered as a defense or introduced in evidence in any civil action, . . . involving an alleged violation of chapter 597, 598, or 598A of NRS." NRS 80.015(4)(b) [emphasis added].

Defendants' reliance on the federal trial court cases is therefore erroneous because these cases generally failed to consider and properly interpret NRS 80.015(4)(b). *See, e.g.*, *Karl*, 759 F. Supp. 2d at 1248 (D. Nev. 2010) [finding that "[s]ecuring or collecting debts or enforcing mortgages and security interest in property securing the debts" does not constitute "doing business" in Nevada under NRS 80.015(h)]. None of these cases attempted to consider or examine NRS 80.015(4), which clearly requires Defendants to comply with Nevada's deceptive trade practice statutes regardless of whether their foreclosure and collection activities technically constitute "doing business" in the State for other purposes. Therefore, Defendants were required to comply with the license requirement of NRS 649.075, pursuant to NRS 80.015(4) and NRS 598.0923(1).

Defendants' reliance on unpublished federal district court cases is also misplaced because they are distinguishable and/or unpersuasive. For example, one decision relied on by Defendants here as well as unsuccessfully in the past is *Padilla v. PNC Mortg.*, 2011 WL 3585484 (D. Nev. Aug. 15, 2011). In *Padilla*, the plaintiff brought, in addition to other claims, a wrongful foreclosure claim under NRS 649.020, and the court determined that "there is no private right of action under NRS Chapter 649." *Id.* at *1, 4. *Padilla* did not involve the question of private right of action with respect to the deceptive trade practice statute, which is one of the issues implicated here. Unlike in *Padilla*, Plaintiffs here also do not bring a wrongful foreclosure claim, but claims for violation of Nevada's deceptive trade practices act

and for unjust enrichment due to Defendants' unlicensed collection agency activities in the State of Nevada.

6. The Ninth Circuit's Recent Decision in *Ho* Is Not Persuasive or Applicable Here

The Ninth Circuit Court of Appeals recent decision in *Ho v. ReconTrust Co., NA* (9th Cir. Oct. 19, 2016) 2016 U.S. App. LEXIS 18836, was naturally not before Judge Scann in February 2016 when she ruled on Defendants' NRCP 12(b)(5) motions. For reasons explained below, however, it does not compel or suggest that a different result would have occurred had Judge Scann considered it here.

i. The Decision Is Not Final and Is against The Great Majority of Appellate Decisions from Other Circuits

The Ninth Circuit's split decision in *Ho* was only published on October 19, 2016. *See* **Exhibit "28"** to Boylan Reply Declaration. As is clear from the docket in *Ho*, the Plaintiff-Appellant in that matter has already filed a successful motion for additional time to file a petition for panel rehearing or rehearing en banc of the decision. *See id.* On December 18, 2016, Plaintiff-Appellant filed its petition for panel rehearing or rehearing en banc. *Id.* Under these circumstances, it is likely that a decision on the petition—whether to modify or reverse the majority's decision in *Ho*—will not be made by the time Plaintiffs' Motion is heard. Given that the *Ho* majority expressly parted ways with decisions from at least two other federal Circuits, panel rehearing or en banc rehearing would be appropriate here, as the decision, which also conflicts with numerous decisions from other Circuits, involves a question of exceptional importance (both to this case and many others). *See Ho, supra*, at *9-10 [declining to fully follow the Fourth Circuit's decision in *Wilson, supra*, 443 F.3d at 378-79; and the Sixth Circuit's decision in *Glazer, supra*, 704 F.3d at 461]; *see also* FRAP 35(a) [en banc review appropriate when "necessary to secure or maintain uniformity of the court's decisions" or the "proceeding involves a question of exceptional importance"].

Whether expressly or implicitly, the decision in *Ho* also goes against a number of appellate decisions from other Circuits (and jurisdictions), at least in several ways. *See, e.g.*, *Wilson*, *supra*, 443 F.3d 373; *Piper*, *supra*, 396 F.3d 227; *Reese*, *supra*, 678 F.3d 1211; *Romea*, *supra*, 163 F.3d 111; *Gburek*, *supra*, 614 F.3d 380; *Kaltenbach*, *supra*, 464 F.3d 524; *Glazer*, *supra*, 704 F.3d 453; *see also Rowe*, *supra*, 559 F.3d 1028; *Alaska Trustee LLC*, *supra*, 2016 Alas. LEXIS 23; *Porada*, *supra*, 2014 WL 3700820 [unpublished]; *Kaymark*, *supra*, 783 F.3d at 176-178; *McCray*, *supra*, 839 F.3d 354; *Shapiro & Meinhold*, *supra*, 823 P.2d at 122-124.

Under these circumstances, any persuasive guidance *Ho* might have should be considered in light of the strong possibility that, upon panel review or rehearing en banc, that decision may be modified or reversed in significant ways to bring it into conformity with the majority of the federal Circuit decisions that have considered the pertinent issues (or similar issues). Plaintiffs respectfully suggest that the Court should be mindful that it is simply too soon to know whether and in what ways, if any, the *Ho* decision may be affected by further developments in the case.

ii. The *Ho* Case Is Distinguishable in Significant Ways

Equally important here, the decision in *Ho* is distinguishable from the case here in a number of significant ways. Notably, in *Ho*, the defendant there was not accused of conduct beyond recording and mailing a notice of default to the debtor and subsequently recording and mailing a notice of sale. *Id.* at *5-6. In a narrowing of its holding, the majority in *Ho* specifically noted that the decision does "not hold that the FDCPA intended to exclude all entities whose principal purpose is to enforce security interests." *Id.* at *12 [emphasis in original]. The majority went on to make clear that if, as is the case here but not in *Ho*, "entities that enforce security interests engage in activities that constitute debt collection, they are debt collectors [under the FDCPA]. We hold only that the enforcement of security interests is not always debt collection." *Id.*

The majority concluded in *Ho* that the trustee's only two alleged actions—recording and mailing a notice of default and notice of sale—did not render the trustee as a debt collector since the trustee's only role—in the majority's view—was enforcement of a security interest. Here, in contrast, Plaintiffs allege—and the mounting evidence they have acquired so far shows—that Defendants did much more than merely record a notice of default and/or notice of sale.

The *Ho* majority also made much of the fact that, unlike here, the "notices at issue . . . didn't request payment" from the debtor. *Id.* at *16. The decision also expressly noted that California law, as interpreted by the majority in *Ho*, suggested that the "California legislature clearly views such trustees [of deeds of trust] as materially different from debt collectors." *Id.* at *16 n. 8. Nevada law, in contrast, differs in this respect: the Nevada legislature has made clear that debt collectors licensed by the FID may be non-judicial foreclosure trustees, showing that the Nevada legislature does not consider such trustees materially different from debt collectors, especially under Nevada's collection agency licensing scheme. *See* NRS 107.028 [making clear that collection agencies licensed under Nevada law can serve as trustees of deeds of trust].

Despite Defendants' suggestion to the contrary, Plaintiffs have not taken the position that the so-called "mini-Miranda warnings" contained in Defendants' communications with Plaintiffs and other Nevada debtors conclusively establish Plaintiffs' claims standing alone. Instead, as explained by Plaintiffs in their opposition papers to Defendants' NRCP 12(b)(5) motions and as the *Ho* majority recognized also, inclusion of such language is not alone "sufficient to show that [a non-judicial foreclosure trustee] is a debt collector." *Ho*, *supra*, at *15-16 n. 7. However, these admissions are undoubtedly evidence that must be taken into account in determining whether, under the circumstances, an entity is a debt collector under the FDCPA (or collection agencies under Nevada law). *See, e.g.*, *Gburek*, 614 F.3d at 386 n. 3 [reversing dismissal in a class action and noting that mini-Miranda warning

"does not *automatically* trigger the protections of the FDCPA, just as the absence of such language does not have *dispositive* significance."] [emphasis added]; *Yeager v. Ocwen Loan Servicing, LLC*, 2015 U.S. Dist. LEXIS 94149, at *25-27 n.19 (M.D. Ala. July 15, 2015) [denying motion to dismiss and adopting *Tocco v. Real Time Resolutions, Inc.*, 48 F. Supp. 3d 535 (S.D.N.Y. Aug. 13, 2014) approach and rejecting argument that mini-Miranda language was immaterial to whether defendant was a debt collector under the FDCPA as alleged]; *Crippen v. Stites*, 346 B.R. 115 (E.D. Bkr. Pa. July 25, 2006) [denying motion to dismiss where allegations, including defendant's use of mini-Miranda warning, "sufficiently plead[]" defendant is a "'debt collector' as defined under the FDCPA"]; *Estes v. Love, Beal & Nixon, P.C.*, 2015 U.S. Dist. LEXIS 96715 (N.D. Okl. July 24, 2015) [denying summary judgment on FDCPA claim in part because mini-Miranda warning in connection with other evidence supported inference that defendant was a debt collector under the FDCPA]. In *Crippen*, the court noted that "[s]ignificantly for present purposes, this [mini-Miranda] warning is generally required *only* of 'debt collectors.'" *Crippen*, 346 B.R. at 120 [emphasis in original]. The court concluded that it was "reasonable to infer [from the defendant's decision to use the warning] that [the defendant] is a 'debt collector'" under the FDCPA. *Id.* The *Crippen* court, denying the motion to dismiss, therefore ruled that the complaint adequately pled that the defendant was a debt collector. *Id.* Use of such language is thus not dispositive standing alone, but it is not, as Defendants have suggested in the past, immaterial either. It is simply evidence that should be considered in determining whether the user of the language qualifies as a debt collector under the FDCPA.

C. The Court Should Deny Defendants' Request for an Award of Fees and Costs

As part of their opposition papers, Defendants improperly seek an award of their fees and costs—in an amount never stated by Defendants—against Plaintiffs or

their counsel. For the reasons explained below, Defendants' request is both procedurally as well as substantively defective; the Court should deny it accordingly.

1. Defendants' Sanctions Request Violates Due Process

Although it is unclear from their papers, Defendants apparently bring their improper sanctions request pursuant to NRCP 11 or EDCR 7.60(b) (or both). The request violates due process under both rules. First, citing NRCP 11(b)(1), Defendants seemingly suggest—incorrectly—that Plaintiffs' Motion was presented for an improper purpose in violation of NRCP 11(b)(1). Second, relying on EDCR 7.60(b), Defendants assert that Plaintiffs violated the local rule because the Motion is frivolous, unnecessary, and unreasonably costly.

To the extent that Defendants rely on NRCP 11 in making their request, however, they themselves appear to have violated NRCP 11(c). In pertinent part, NRCP 11(c) states that a motion for sanctions under the rule "shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate" NRCP 11(b). [emphasis added]. The rule goes on to require that the motion for sanctions "not be filed with or presented to the court unless, within 21 days after service of the motion . . . the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected." Here, Defendants' request violates NRCP 11(c) insofar as it was not made separately from other motions or requests. The request, which merely asserts that Plaintiffs' Motion is frivolous, unnecessary, and unreasonably costly, also wholly fails to describe the "specific conduct" that is supposed to violate NRCP 11(b). Defendants also failed to comply with the safe harbor provision found in NRCP 11(c): Defendants, in violation of NRCP 11(c), did not serve their request for sanctions upon Plaintiffs before filing it with the Court. Thus, to the extent that Defendants' request for sanctions is brought pursuant to NRCP 11(c), it should be denied accordingly for failure to comply with the requirements of the rule.

Finally, both NRCP 11(c) and EDCR 7.60(b), consistent with the requirements of due process, also require that the attorney or party against whom sanctions are requested be given notice and an opportunity to be heard or respond to the request. *See, e.g. Jordan v. State, Dep't of Motor Vehicles* (2005) 121 Nev. 44, 56, 110 P.3d 30, 40 ["Of course, a party against whom an NRCP 11 sanction is proposed must first be afforded notice and an opportunity to oppose the sanction's imposition."][abrogated on other grounds by *Buzz Stew, LLC v. City of N. Las Vegas* (2008) 124 Nev. 224]; *see also Cole v. United States Dist. Court for the Dist. of Idaho* (9th Cir. 2004) 366 F.3d 813, 821 [noting that "for the court to sanction an attorney, procedural due process requires notice and an opportunity to be heard" and observing that it is "axiomatic that procedural due process requires notice of the grounds for, and possible types of, sanctions"]. Here, Defendants' papers provide Plaintiffs, their counsel, and the Court with no notice at all as to what amount Defendants seek as an award for their fees and costs. Even assuming *arguendo* that the Court granted the improper request, the Court would wholly lack the information necessary for the Court to make an award: evidence regarding the amount of Defendants' fees and costs. Defendants also fail to support their request with any evidence—whether by declaration, affidavit, or otherwise—showing the relevant fees and costs supposedly incurred by Defendants. *See, e.g., Montgomery v. Etreppid Techs., LLC* (D. Nev. April 5, 2010) 2010 U.S. Dist. LEXIS 43304, at *58-59 ["'When the sanctions award is based upon attorney's fees and related expenses, an essential part of determining the reasonableness of the award is inquiring into the reasonableness of the claimed fees'" and expenses through "'some evaluation of the fee breakdown submitted by counsel' to determine not the actual fees and expenses incurred, but what amount of fees and expenses are reasonable.'"][quoting *Matter of Yagman* (9th Cir. 1986) 796 F.2d 1165, 1184-1185].

Since Plaintiffs have not been given proper notice of the amount requested by Defendants or been provided with the evidence supposedly supporting that amount,

Plaintiffs also necessarily have been unfairly prejudiced insofar as they have been denied a meaningful opportunity to respond or be heard on the request. For instance, had Defendants requested a particular amount in fees and costs, Plaintiffs could have responded by showing that the amount sought was unreasonably high under the circumstances. Without such information, however, Plaintiffs are unable, through no fault of their own, to provide more specific challenges to the request.

2. Defendants' Sanctions Request Should Be Denied on Its Merits

Even setting aside Defendants' failure to afford Plaintiffs due process in seeking sanctions, the Court should deny the request on its merits. Defendants wholly fail to explain or present any argument as to how a motion that was expressly invited by the Commissioner here could be "obviously frivolous, unnecessary, or unwarranted" or without just cause such that it would violate EDCR 7.60(b) (or NRCP 11). Defendants similarly fail to provide any evidence or argument that Plaintiffs' Motion was brought for any improper purpose in violation of NRCP 11(b). Defendants' failure is especially glaring here given that Defendants themselves do not appear to dispute that entry of a written order on their prior NRCP 12(b)(5) motions is appropriate and, indeed, necessary here.

Instead, Defendants make misleading or false accusations against Plaintiffs and their counsel regarding their supposedly improper conduct in discovery, while selectively omitting to provide the Court with pertinent facts. For instance, Defendants complain that Plaintiffs' counsel had not—as of the date of Defendants' opposition papers—produced a single named Plaintiff for a deposition in discovery. Defendants fail to inform the Court that Defendants did not even begin to seek the deposition of any of the named Plaintiffs until as late as late August 2016! Boylan Reply Declaration, at ¶ ___. Defendants also omit to inform the Court that at the time Defendants filed their opposition papers, the depositions of several of the named Plaintiffs had already been scheduled or were being scheduled by counsel for the parties. *Id.* To date, Defendants CRC and MTC have already deposed their respective

named Plaintiffs,[4] while, thus far, NDSC has deposed two of the three named Plaintiffs with claims against NDSC, and QLS has deposed two of the seven named Plaintiffs with claims against it. *Id.*

Defendants similarly complain that Plaintiffs—according to Defendants—failed to substantively respond to Defendants' propounded discovery. *Id.* at ¶ _. Defendants again fail to inform the Court that responses to at least some of the discovery propounded by Defendants were not even due at the time Defendants filed their opposition papers; to the extent that any of the Plaintiffs' responses were due by that date, Plaintiffs had provided substantive responses by the time Defendants filed their opposition papers (if not well before then).[5] *Id.* To the extent that Defendants really complain that they are not satisfied with Plaintiffs' responses, the proper thing for Defendants to do is meet and confer with Plaintiffs, and, if informal resolution of any discovery disputes proves impossible, file an appropriate motion to compel with the Commissioner. *Id.* To date, however, none of the Defendants have done so. *Id.*

While accusing Plaintiffs of attempting to drive up the costs of litigation by filing as many as 10 motions to compel so far, Defendants misleadingly fail to note that, of the 7 motions to compel ruled on by the Court so far, the Court granted each of them at least in part. That Plaintiffs have had to file such a significant number of successful motions to compel already to address Defendants' own discovery misconduct and obstruction reveals which side truly has been responsible for any unnecessary and wasteful costs that have been incurred by the parties. (Since the filing of Defendants' opposition papers, Plaintiffs have filed an additional motion to compel and for sanctions, seeking to address deficiencies in Defendants' compliance with the Court's Order on Plaintiffs' successful motions to compel.) As to the letters from Plaintiffs' counsel to Defendants that Defendants complain of, Defendants fail

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[4] The only exception would be the Plaintiff Moores, who have been dismissed from the case by stipulation with Defendant CRC. *Id.* at ¶ _ n. _.

[5] Again, with the exception of the Plaintiff Moores, who have been dismissed from the case by stipulation with Defendant CRC. *Id.* at ¶ _ n. _.

to explain why the 119—by Defendants' count—letters they have received from Plaintiffs' counsel is supposedly excessive in a complex case involving as many as 4 different Defendants and months of discovery between the parties. Thus, Defendants' accusation that Plaintiffs have engaged in discovery and litigation misconduct intended to drive up Defendants' costs is unfounded and unfair.

Finally, in complaining that they were supposedly required to respond to two motions (the instant Motion and Plaintiffs' Objections to the July 20, 2016 Report and Recommendations), Defendants reveal that they themselves are responsible for any costs unnecessarily incurred. Contrary to Defendants' apparent belief, it was not proper for Defendants to file an opposition to Plaintiffs' Objections: there is simply no basis for such oppositions in either the relevant provisions of the NRCP or EDCR. For instance, EDCR 2.34(f) states only that "any party may serve and file specific written objections" to the Commissioner's report and recommendations. There is no provision allowing another party to file an opposition to such objections. NRCP 16.1(d)(2) is to similar effect: while it allows for filing of written objections to a discovery commissioner's report and recommendations, it does not provide for filing of oppositions to any such objections. Thus, to the extent that any party here has presented a motion or opposition that is "obviously unnecessary, or unwarranted" or has increased "costs unreasonably and vexatiously" in violation of EDCR 7.60(b), it is Defendants who have done so.

III. CONCLUSION

For the reasons explained above, Plaintiffs respectfully request that the Court grant their motion and clarify and enter an appropriate order regarding the February 2016 hearing in this matter on Defendants' joint NRCP 12(b)(5) motions and the proper scope of discovery. The Court should deny Defendants' motion to strike and Defendants' request for an awards of fees and costs found therein.

DATED: December 21, 2016

LAW OFFICE OF NICHOLAS A. BOYLAN, APC

By: /s/ Nicholas A. Boylan
Nicholas A. Boylan, Esq.
Shawn Christopher, Esq.
Attorneys for Plaintiffs, except Antoinette Gill

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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; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident

CASE NO: A-11-649857-C

Dept. 19

DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' REPLY BRIEF IN SUPPORT OF PLAINTIFFS' MOTION FOR CLARIFICATION AND ENTRY OF ORDER RE FEBRUARY 2016 HEARING ON DEFENDANTS' JOINT NRCP 12(B)(5) MOTIONS

Date: January 5, 2017
Time: In Chambers

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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.

I, Nicholas A. Boylan, declare:

1. I am an attorney licensed to practice before all courts of the State of Nevada. I have been the lead Plaintiffs' attorney in this case since it was filed in 2011. Matters set forth herein are true of my personal knowledge and, if called as a witness and sworn, I would and could testify competently thereto.

2. Of the NRCP 30(b)(6) depositions I have taken so far, at least one has required the deposition of two different individuals (Bounlet Louvan and David Owen for QLS) in Phase I alone, and I expect the NRCP 30(b)(6) depositions for MTC in Phase I to similarly require the depositions of at least two individuals. Additional depositions of other witnesses in Phase I have been and will be required, including depositions of current and former employees of Defendants. For at least some of these witnesses, it may be necessary to depose them again in Phase II (or Phase III) of discovery if phasing continues to be imposed.

3. The Ninth Circuit's panel decision in *Ho* was only published on October 19, 2016. A true and correct copy of the relevant portion of the docket reflecting publication of the decision on October 19, 2016, is attached as **Exhibit "28"** hereto. As is clear from the docket in *Ho*, the Plaintiff-Appellant in that matter has already filed a successful motion for additional time to file a petition for panel rehearing or rehearing en banc of the decision. *See id.* On December 18, 2016, Plaintiff-Appellant filed its petition for panel rehearing or rehearing en banc. *Id.* Under these circumstances, it is likely that a decision on the petition—whether to modify or reverse the majority's decision in *Ho*—will not be made by the time Plaintiffs' Motion is heard.

4. Defendants complain in their opposition papers that Plaintiffs had not—as of the date of Defendants' opposition papers—produced a single named Plaintiff for a deposition in discovery. Defendants did not even begin to seek the deposition of any of the named Plaintiffs, however, until as late as late August 2016. Defendants also omit to inform the Court that at the time Defendants filed their opposition papers, the depositions of several of the named Plaintiffs had already been scheduled or were being scheduled by counsel for the parties. To date, Defendants CRC and MTC have already deposed their respective named Plaintiffs,[1] while, thus far, NDSC has deposed two of the three named Plaintiffs with claims against NDSC, and QLS has deposed two of the seven named Plaintiffs with claims against it.

5. Defendants similarly complain that Plaintiffs—according to Defendants—failed to substantively respond to Defendants' propounded discovery. Defendants again fail to inform the Court that responses to at least some of the discovery propounded by Defendants were not even due at the time Defendants filed their opposition papers; to the extent that any of the Plaintiffs' responses were due by

[1] The only exception would be the Plaintiff Moores, who have been dismissed from the case by stipulation with Defendant CRC.

that date, Plaintiffs had provided substantive responses by the time Defendants filed their opposition papers (if not well before then).[2] To the extent that Defendants really complain that they are not satisfied with Plaintiffs' responses, the proper thing for Defendants to do is meet and confer with Plaintiffs, and, if informal resolution of any discovery disputes proves impossible, file an appropriate motion to compel with the Commissioner. To date, however, none of the Defendants have done so.

6. A true and correct copy of Commissioner Burns' decision in the Financial Institutions Division's proceedings against QLS is attached as **Exhibit "29"** hereto. The reasoning and analysis is truly superior.

7. In their Second Amended Complaint ("SAC"), Plaintiffs allege that Defendants were involved only when debt was past due and needed to be collected; that they solicited information from their clients (lenders) to find out the payoff amounts; that they sent notices that admitted "this is an attempt to collect a debt"; that they asked debtors to send cashier's checks to their accounting office to pay off debt; that they periodically provided wire instructions to debtors, so that they would be able to make payments; that they sent debt validation notices to debtors; and that they forwarded the payment amounts, or the amounts they obtained from selling properties at auctions, to the lender. *See, e.g.*, SAC, ¶ 23. These allegations indicate that Defendants engaged in more than default recordation, including by actually collecting and handling money on behalf of their client lenders and, therefore, were subject to the license requirement under NRS 649.075.

8. Discovery made available to Plaintiffs after the moving papers were filed on this motion included the partial depositions of two QLS representatives, the QLS chief operating officer Mr. Owen and the QLS legal liaison Mr. Louvan, and the high-level operations manager and/or foreclosure manager for Defendant MTC, Ms.

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[2] Again, with the exception of the Plaintiff Moores, who have been dismissed from the case by stipulation with Defendant CRC.

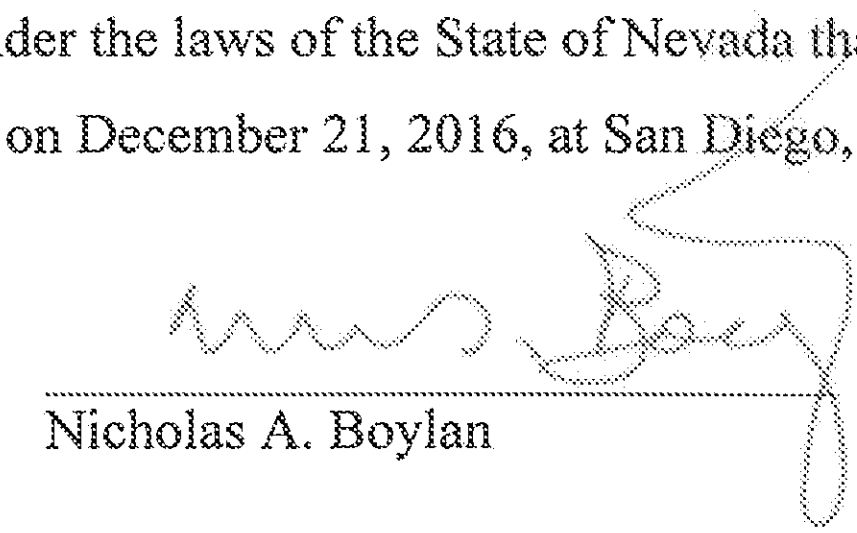
Cathe Cole-Sherburn. I will summarize here only a few recent tidbits of the mounting evidence against Defendants. Attached hereto as **Exhibit "30"** is a copy of the QLS letter to Plaintiff Martinez that was marked as Exhibit 6 to the deposition of Mr. Owen. The foreclosure process was ongoing and QLS was outlining various collection options, including payment by the debtor to achieve reinstatement of the loan, loan modification, loan modification with intent to sell the property etc. The middle paragraph of the second page of the letter also contains a flat admission by QLS that it was executing collection activity on behalf of its client, and not just the limited foreclosure acts of filing a Notice of Default and/or Notice of Sale. For example, QLS stated in the letter, "This office will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by National Mortgage and you. You may be responsible for any and all legal fees and expenses incurred through this action." (emphasis added). At pg. 62 of his deposition, Mr. Owen confirmed that this was not a false statement by QLS. He nevertheless maintained the bald contention that QLS is not a debt collector, and did so notwithstanding the other statement by QLS in the same exhibit: "Pursuant to Federal law, we are a debt collector and any information obtained will be used for that purpose." Attached hereto as **Exhibit "31"** is a true and accurate copy of pg. 62 of the Certified copy of the deposition Transcript of David Owen, deposition taken on October 20, 2016.

9. As in many places throughout his testimony, the QLS COO, Mr. Owen, acknowledged that QLS itself received/collected money from the defaulted debtors on behalf of its lender/clients and passed on the money to the lenders, including with respect to reinstatement and pay-off of the loans. (Deposition pp. 54-55, true and correct copies are attached hereto as **Exhibit "31"**).

10. For Defendant MTC, Cathe Sherburn, who was deposed on November 1, 2016 is a senior manager and in charge of foreclosure. Although the court-ordered

deposition of the head of MTC's accounting department, Ms. Juarez, has still not occurred and is the subject of the pending motion for sanctions, Ms. Sherburn had knowledge as well as regarding the accounting department. Pages 42-45 of the Sherburn deposition Transcript, true and correct copies of which are attached hereto as **Exhibit "32"**, reflect devastating evidence against MTC, and generally show the following: In 2011, for example, the accounting department had approximately 25-30 people, and they did work for reinstatement and pay-off of the defaulted loans, including receiving checks for payment of the defaulted loans from the borrowers. QLS would provide the reinstatement information, process the reinstatement, receive the checks of payment from the borrows and third-parties, deposit the money into its trust account and pass on the collected money to its lender-clients. To the same effect is her testimony at pp. 55-57 of her deposition, true and correct copies of which are attached hereto as **Exhibit "32"**.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct. Executed on December 21, 2016, at San Diego, California.



Nicholas A. Boylan

EXHIBIT "28"

If you view the Full Docket you will be charged for 9 Pages $0.90

General Docket
United States Court of Appeals for the Ninth Circuit

Court of Appeals Docket #: 10-56884 **Docketed:** 12/03/2010
Nature of Suit: 3290 Other Real Property Actions **Termed:** 10/19/2016
Vien-Phuong Ho v. ReconTrust Co., et al
Appeal From: U.S. District Court for Central California, Los Angeles
Fee Status: Paid

Case Type Information:
1) civil
2) private
3) null

Originating Court Information:
District: 0973-2 : 2:10-cv-00741-GW-SS
Court Reporter: Hilda Avila, Court Reporter Supervisor
Trial Judge: George H. Wu, District Judge
Date Filed: 02/02/2010

Date Order/Judgment:	Date Order/Judgment EOD:	Date NOA Filed:	Date Rec'd COA:
11/08/2010	11/09/2010	12/01/2010	12/02/2010

10/06/2016	93	Added attorney Carolee A. Hoover for ReconTrust Company, NA Bank of America, N.A. Countrywide Home Loans Inc, in case 10-56884. [10152103] (MT) [Entered: 10/06/2016 03:52 PM]
10/06/2016	94	Filed (ECF) Appellees Bank of America, N.A., Countrywide Home Loans Inc and ReconTrust Company, NA citation of supplemental authorities. Date of service: 10/06/2016. [10152207] [10-56884] (Hoover, Carolee) [Entered: 10/06/2016 04:26 PM]
10/09/2016	95	Filed (ECF) Appellant Vien-Phuong Thi Ho citation of supplemental authorities. Date of service: 10/09/2016. [10154194] [10-56884] (Glazer, Nicolette) [Entered: 10/09/2016 05:51 PM]
10/19/2016	96	FILED OPINION (ALEX KOZINSKI, CONSUELO M. CALLAHAN and EDWARD R. KORMAN) AFFIRMED in part, VACATED and REMANDED in part. No costs. Judge: AK Authoring, Judge: ERK Concurring & dissenting. FILED AND ENTERED JUDGMENT. [10164727] (RMM) [Entered: 10/19/2016 06:47 AM]
10/19/2016	97	Filed memorandum (ALEX KOZINSKI, CONSUELO M. CALLAHAN and EDWARD R. KORMAN) AFFIRMED. [10164728] (RMM) [Entered: 10/19/2016 06:49 AM]
10/19/2016	98	Filed (ECF) notice of appearance of Anthony Q. Lee for Appellees Bank of America, N.A., Countrywide Home Loans Inc and ReconTrust Company, NA. Date of service: 10/19/2016. [10165381] [10-56884] (Le, Anthony) [Entered: 10/19/2016 10:54 AM]
10/19/2016	99	Added attorney Anthony Le for ReconTrust Company, NA Bank of America, N.A. Countrywide Home Loans Inc, in case 10-56884. [10165746] (MT) [Entered: 10/19/2016 01:12 PM]
10/22/2016	100	Filed (ECF) Appellant Vien-Phuong Thi Ho Motion to extend time to file petition for rehearing until 12/19/2016. Date of service: 10/22/2016. [10170103] [10-56884] (Glazer, Nicolette) [Entered: 10/22/2016 03:28 PM]
10/25/2016	101	Filed order (ALEX KOZINSKI, CONSUELO M. CALLAHAN and EDWARD R. KORMAN) Appellant's motion for an extension of time to December 19, 2016, to file a petition for panel rehearing and rehearing en banc is GRANTED. [10172328] (NT) [Entered: 10/25/2016 09:27 AM]
12/18/2016	102	Filed (ECF) Appellant Vien-Phuong Thi Ho petition for panel rehearing and petition for rehearing en banc (from 10/19/2016 opinion). Date of service: 12/18/2016. [10237743] [10-56884] (Glazer, Nicolette) [Entered: 12/18/2016 05:07 PM]

PACER Service Center

Transaction Receipt

U.S. Court of Appeals for the 9th Circuit - 12/21/2016 12:43:45

PACER Login:	vaismanmarina	**Client Code:**	
Description:	Case Summary	**Search Criteria:**	10-56884
Billable Pages:	1	**Cost:**	0.10

EXHIBIT "29"

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

FINANCIAL INSTITUTIONS DIVISION

In Re: Quality Loan Service Corporation, Respondent.	FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL DECISION

The above-captioned matter was presented to the undersigned, George E. Burns, Commissioner, Financial Institutions Division, State of Nevada (hereinafter "Commissioner") for hearing. The hearing convened at approximately 10:00 a.m. on December 13, 2010.

The Financial Institutions Division, State of Nevada (hereinafter "Division") was represented by Daniel D. Ebihara, Deputy Attorney General. On behalf of the Division, Mr. Ebihara submitted a prehearing statement, a Supplemental Prehearing Statement and Exhibits A – O. Exhibits A – O were all entered into evidence. Sandra Mincer, Acting Deputy Commissioner of the Division, Randolph Barton and Geoffrey Lynn Giles, Esq. appeared and testified on behalf of the Division. Quality Loan Service Corporation (hereinafter "Respondent") was represented by Paul E. Larsen, Esq. of Lionel, Sawyer & Collins and Kristen Schuler-Hintz, Esq., Thomas J. Holthus, Esq. and Kevin McCarthy, Esq. all of McCarthy & Holthus, LLP. David Owen appeared and testified on behalf of Respondent. Respondent submitted a Request for Expedited Hearing, a Prehearing Statement and Exhibits 1 – 19 (including Rule 16.1 Disclosures from Second Judicial District Court Case #CV-09-1845). Exhibit 14 was omitted because it was duplicative. Exhibits 8 - 9 and 12 - 19 were

entered into evidence[1]. Though Exhibits 1 – 7 and 10 - 11 are court decisions and not evidence, the parties agreed that they would be marked as exhibits with the understanding that they are courtesy copies for the Hearing Officer. Finally, Donna M. Osborn, Esq., of Wright, Finlay & Zak, LLP, representing the United Trustee Association, observed the hearing.

JURISDICTION

1. The business of collecting claims for others or of soliciting the right to collect or receive payment for another of any claim in the State of Nevada is governed by Chapter 649 of the Nevada Revised Statutes (hereinafter "NRS") and Chapter 649 of the Nevada Administrative Code (hereinafter "NAC"). The Division has primary jurisdiction for the licensing and regulation of persons operating and/or engaging in collection services. NRS 649.026.

2. Pursuant to Chapter 649 of the NRS and Chapter 233B of the NRS, this matter is properly before the Commissioner.

3. Pursuant to the authority vested by Chapter 649 of the NRS, the Commissioner hereby makes the following Findings of Fact, Conclusions of Law, and Decision.

FINDINGS OF FACT

1. Respondent uses the following business address: Quality Loan Service Corp., 2141 5th Avenue, San Diego, CA 92101. *Exhibit F; Exhibit G; Exhibit J.*

2. On or about June 18, 2010, a complaint was submitted to the Division regarding Respondent.

3. Respondent is not licensed by the Division as a collection agency.

[1] Exhibit 15 was also provided in a redacted version and the redacted version will be retained by the Division as the official record. Should this matter become a District Court case, the redacted version of Exhibit 15 will be the Exhibit 15 in the record filed by the Division.

4. Respondent claims it is not required to be licensed by the Division as a collection agency.

5. Respondent is not acting as a "community manager." *See* NRS 116.023 (defining "community manager" as "a person who provides for or otherwise engages in the management of a common-interest community or the management of an association of a condominium hotel").

6. Respondent is the replacement trustee regarding a deed of trust or is an agent of the trustee or beneficiary. *Exhibit F*, p. 31 (stating that Respondent is "either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust).

7. In this case, Respondent was acting on behalf of a lender.

8. According to *Exhibit F*, upon default, the lender, i.e. beneficiary, declares all sums secured by the deed of trust due and payable and elects to have the trust property sold to satisfy the defaulted loan.

9. The lender also declares that the loan is in default in the referrals that they send to Respondent. Tr. 12/13/10, p. 124, ln. 25 to p. 125, ln. 1.

10. The borrowers know that, unless they can remit the payoff amount, the property will be sold to satisfy the debt. *Exhibit F.*

11. Respondent initially solicits and obtains the opportunity to act as trustee or agent of the beneficiary or trustee with regard to the deed of trust and does so with regard to properties located in the State of Nevada and owned by Nevada residents. *Exhibit F.*

12. The facts also show that Respondent solicits and obtains the right to solicit and obtain payments/payoff amounts on behalf of lenders. *See Exhibits L, M & N.*

13. A notice issued by Respondent, dated September 1, 2009, states, "THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." *Exhibit L.*

14. The notice also provides a payoff amount and states, "Please submit your cashier's check, payable to Quality Loan Service Corp., *directly to this office*. Attn: Accounting / Disbursement Dept.[,] Quality Loan Service Corp.[,] 2141 5th Ave., San Diego, CA 92101." *Exhibit L.*

15. The Debt Validation Notice issued by Respondent states, "WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE." *Exhibit M.*

16. Respondent issued Wire Instructions containing instructions for defaulting borrowers with regard to making payment to Respondent via wire funds transfer. *Exhibit N.*

17. When being questioned about what Respondent does with money received from borrowers who are being foreclosed upon, Mr. David Owen stated, "We send the entire amount received, if received by our office, to the lender." Tr. 12/13/10, p. 119, ln. 6-7.

18. Testimony also established that when a property is sold at auction, the successful bidder pays the full amount of the sale price at the time of the sale and the money goes to Respondent and from Respondent to the lender. Tr. 12/13/10, p. 129, ln. 4 – 13.

19. NRS 107.030(7) states, in pertinent part:

> That the trustee, upon such sale, shall make (without warranty), execute and, after due payment made, deliver to purchaser or purchasers, his, her or their heirs or assigns, a deed or deeds of the premises so sold which shall convey to the purchaser all the title of the grantor in the trust premises, and shall apply the proceeds of the sale thereof in payment, firstly, of the expenses of such sale . . . and in payment, secondly, of the obligation or debts secured, and interest thereon then remaining unpaid, and the amount of all other moneys with interest thereon herein agreed or provided to be paid by grantor; and the balance or surplus of such proceeds of sale it shall pay to grantor, his or her heirs, executors, administrators or assigns.

20. The defaulted loan is an obligation for the payment of money or its equivalent that is past due. NRS 649.010; *see also Memmott v. Onewest Bank, FSB*, Slip Copy, 2011 WL

1560985, p. 11 (D. Or.) (concluding that the loans remained debts even after the lender elected to pursue non-judicial foreclosure).

21. Respondent solicits the right to solicit and obtain payments on behalf of others and solicits and obtains payments. *Exhibits F, G, L, M & N*; *Tr.* 12/13/10, p. 119 ("We send the entire amount received, if received by our office, to the lender.").

22. The documentary evidence showing that payments are to be sent to Respondent and Mr. Owen's testimony that Respondent receives payments support that Respondent was soliciting and obtaining payments on behalf of others and outweighs any evidence offered to show the contrary. *Exhibits F, G, L, M & N*; *Tr.* 12/13/10, p. 119 ("We send the entire amount received, if received by our office, to the lender.").

23. Whether the payment is received by Respondent before or after a foreclosure sale, Respondent is collecting, soliciting or obtaining the payment of a claim owed or due or asserted to be owed or due to another, i.e. collecting debts. *See Memmott v. Onewest Bank, FSB*, Slip Copy, 2011 WL 1560985, p. 11 (D. Or.) (concluding that the loans remained debts even after the lender elected to pursue non-judicial foreclosure).

24. Because the substantial evidence in this case establishes that Respondent is collecting claims for others, the debt collection notices referenced in paragraphs 12 and 14 were of less consideration.

25. Any Finding of Fact hereinafter construed to constitute a Conclusion of Law is hereby adopted as such to the same extent as if originally so denominated.

CONCLUSIONS OF LAW

1. Pursuant to NRS 649.020(1), "[c]ollection agency" is defined as "all persons engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another."

2. Pursuant to NRS 649.010, "[c]laim" is defined as "any obligation for the payment of money or its equivalent that is past due."

3. Upon issuance of the Notice of Breach and Default and of the Election to Cause Sale of Real Property, the lender declares that there are amounts past due, declares the loan in default and declares all amounts secured by the real property due and payable. *Exhibit F.* The lenders also declare the loans to be in default in the referrals that they send to Respondent. Tr. 12/13/10, p. 124, ln. 25 to p. 125, ln. 1. Consequently, all amounts secured by the real property constitute a claim. NRS 649.010.

4. Pursuant to NRS 107.020, transfers in trust are made "to secure the performance of an obligation or the payment of any debt."

5. Pursuant to NRS 107.025, "foreclosure may be had by the exercise of a power of sale in accordance with the provisions of this chapter."

6. "Trustee" is defined as "[o]ne who holds legal title to property 'in trust' for the benefit of another person (beneficiary) and who must carry out specific duties with regard to the property. The trustee owes a fiduciary duty to the beneficiary." Black's Law Dictionary, 1514 (6th Ed. 1990) (citation omitted).

7. "Deed of Trust" is defined as "[a]n instrument in use in some states, taking the place and serving the uses of a mortgage, by which the legal title to real property is placed in one or more trustees, to secure the repayment of a sum of money or the performance of other conditions. Though differing in form from a mortgage, it is essentially a security." Black's Law Dictionary, 414 (6th Ed. 1990) (citation omitted).

8. The term "security" is "usually applied to an obligation, pledge, mortgage, deposit, lien, etc., given by a debtor in order to assure the payment or performance of his debt, by furnishing the creditor with a resource to be used in case of failure in the principal obligation. Collateral given by a debtor to secure a loan." Black's Law Dictionary, 1355 (6th Ed. 1990).

9. The term "loan" includes, "the creation of debt by the lender's payment of or agreement to pay money to the debtor or to a third party for the account of the debtor . . . ." Black's Law Dictionary, 936 (6th Ed. 1990).

10. "Payment" means "[a] discharge in money or its equivalent of an obligation or debt owing by one person to another, and is made by debtor's delivery to creditor of money or some other valuable thing, and creditor's receipt thereof, for purpose of extinguishing a debt." Black's Law Dictionary, 1129 (6th Ed. 1990) (citation omitted). In this case, the borrowers' real property is pledged as payment of the amounts owed to the lenders in the event of default. *Id.* Though the borrowers are not delivering the property to the lenders directly, because non-judicial foreclosure is required to terminate the right of redemption and facilitate the sale, pursuant to the deed of trust and NRS 107.080(1) the lender has the right to receive payment for the debt via a foreclosure sale, i.e. the borrower has agreed that the debt can be paid through such means. *Id.*; *see* NRS 107.080 (allowing payment to be made up to five days before the sale); *see* NRS 107.030(7) (indicating that the trustee will apply the proceeds in payment of secured debts). When Respondent obtains payments, in any manner, from borrowers for debts owed to others it is acting as a collection agency. NRS 649.020(1).

11. "Solicit" means, "to try to obtain." Black's Law Dictionary, 1392 (6th Ed. 1990).

12. "Obtain" means, "to acquire, in any way." Black's Law Dictionary, 1078 (6th Ed. 1990).

13. Pursuant to the plain language of NRS 649.020(1), Respondent, through its business practices, constitutes a collection agency because it engages "in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another" by soliciting the right to obtain or receive payments owed to lenders and attempting to obtain such payments from borrowers and obtaining payments which are later forwarded to the lenders. *Exhibits F, G, L, M & N; see White v. Warden, Nevada State Prison*, 96 Nev. 634, 636, 614 P.2d 536 (1980) ("Of course, we recognize that the intent of the legislature is the controlling factor and that, if the statutes under consideration are clear on

their face, we cannot go beyond them in determining legislative intent."); *see Brown v. Davis*, 1 Nev. 409, 1 (1865) ("The rule is cardinal and universal that if the law is plain and unambiguous, there is no room for construction or interpretation"); *see 1964 Nev. Op. Att'y. Gen. No. 189*, p. 1 (concluding, "[i]t is the opinion of this office that a company which indirectly solicits the payment of debts by requesting the debtor to forward payment to the creditor, and uses cards which threaten loss of credit, at the same time collecting a fee from the creditor, is a collection agency within the definition of Nevada Statutes and should therefore be bonded and pay a license fee."); *see 1999 Nev. Op. Att'y. Gen. No. 38*, p. 2-4 (comparing the procedures of lien foreclosures to those of non-judicial foreclosures of deeds of trust and stating, "[s]ince the purpose of the lien foreclosures is to enforce a creditor's rights with respect to a financial obligation that is 'past due,' we believe one exclusively engaged in the processing of such foreclosures is attempting to collect a debt as its 'primary or a secondary object, business or pursuit.' NRS 649.020(1)." The opinion concludes, "[s]ince such a company is not exempted from the definition of a collection agency, it must obtain a collection agency license prior to engaging in that activity.").

14. NRS 649.075(1) reads as follows:

> 1. Except as otherwise provided in this section, a person shall not conduct within this State a collection agency or engage within this State in the business of collecting claims for others, or of soliciting the right to collect or receive payment for another of any claim, or advertise, or solicit, either in print, by letter, in person or otherwise, the right to collect or receive payment for another of any claim, or seek to make collection or obtain payment of any claim on behalf of another without having first applied for and obtained a license from the Commissioner.
> 2. A person is not required to obtain a license if the person holds a certificate of registration as a foreign collection agency issued by the Commissioner pursuant to NRS 649.171.

15. Respondent violated NRS 649.075 because through its business activities Respondent solicited the right to collect or receive payment of claims for others and sought to obtain payment of claims on behalf of others and obtained payments without having first

applied for and obtained a license, or a certificate of registration as a foreign collection agency, from the Commissioner. NRS 649.075.

16. Respondent is conducting a "collection agency," as that term is defined in NRS 649.020(1), within the State of Nevada and it is not licensed as a collection agency in the State of Nevada.

17. NRS 649.390 states:

> 1. The Commissioner shall conduct an investigation if he or she receives a verified complaint from any person that sets forth reason to believe that an unlicensed person is engaging in an activity for which a license is required pursuant to this chapter.
> 2. If the Commissioner determines that an unlicensed person is engaging in an activity for which a license is required pursuant to this chapter, the Commissioner shall issue and serve on the person an order to cease and desist from engaging in the activity until such time as the person obtains a license from the Commissioner.
> 3. If a person upon whom an order to cease and desist is served does not comply with the order within 30 days after service, the Commissioner shall, after notice and opportunity for a hearing:
> (a) Impose upon the person an administrative fine of $10,000; or
> (b) Enter into a written consent agreement with the person pursuant to which the person agrees to cease and desist from all unlicensed activity in this State relating to the collection of debts, and impose upon the person an administrative fine of not less than $5,000 and not more than $10,000.
> The imposition of an administrative fine pursuant to this subsection is a final decision for the purposes of judicial review.
> ...
> 5. A person's liability for an administrative fine is in addition to any other penalty provided in this chapter.

By stipulation dated January 14, 2011, the parties agreed to stay the Cease and Desist Order until 30 days after the issuance of this decision. Therefore, a fine cannot be imposed pursuant to NRS 649.390.

18. Pursuant to NRS 649.440, the Commissioner can impose administrative fines of not more than $10,000.00 for any violation of this chapter.

> In addition to any other remedy or penalty, the Commissioner may impose an administrative fine of not more than $10,000 upon a person who:
>
> 1. Without a license or certificate, conducts any business or activity for which a license or certificate is required pursuant to the provisions of this chapter; or
>
> 2. Violates any provision of this chapter or any regulation adopted pursuant thereto.

19. A finding that Respondent willfully violated the provisions of Chapter 649 of the NRS is not necessary.

20. Respondent's argument that the Division should treat it similar to another business if there is another business conducting similar activities and the Division did not require that other business to obtain a license is without merit. In Nevada, administrative decisions are not *stare decisis* and do not constitute binding precedent. See *Gray Line Tours of Southern Nevada v. Public Service Commission of Nevada*, 97 Nev. 200, 203 (1981) (providing, "administrative agencies are not bound by the doctrine of stare decisis"). Consequently, the Division applies the law to the facts of each circumstance on a case-by-case basis.

21. Respondent also argues that the Deed of Trust documents constitute a three party agreement and that Respondent simply agrees to perform activities that are required by Ch. 107 of the NRS. To the extent, Respondent is attempting to argue that the statutes contained in Ch. 107 of the NRS are the specific statutes at issue and that they should control with regard to whether Respondent needs a collection license, Ch. 107 does not address whether a collection agency license is needed. In addition, NRS 107.050 states, "[n]othing in NRS 107.030 and 107.040 shall prevent the parties to any transfer in trust from entering into other, different or additional covenants or agreements than those set out in NRS 107.030." In this case, the parties apparently entered into additional agreements regarding the attempting to obtain and obtaining of payments by Respondent. Moreover, with regard to what business activities require a collection agency license, NRS 649.020 is the specific statute and it does not contain an exemption for Respondents.

22. Respondent also argues that NRS 80.015 exhibits the Nevada Legislature's recognition that foreclosing pursuant to a deed of trust is a different activity than debt collection. Respondent points out that the statute excludes the enforcement of mortgages and security interests from the definition of doing business in Nevada. Notably, NRS 80.015(4)(b) states that such an exclusion "does not affect the applicability of any other provision of law with respect to the person and may not be offered as a defense or introduced in evidence in any civil action, criminal action, administrative proceeding or regulatory proceeding to prove that the person is not doing business in this State." Consequently, NRS 80.015 does not prohibit the enforcement of NRS 649.020 nor does it exempt Respondent from the requirement to be licensed as a collection agency.

23. Respondent cited to and provided several cases which state that non-judicial foreclosure does not constitute debt collection pursuant to the Fair Debt Collection Practices Act (hereinafter "FDCPA"). The FDCPA defines "debt collector" as, "any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another." 15 U.S.C. § 1692(a)(6). Whereas, NRS 649.020(1) states, "all persons engaging, directly or indirectly, and as a primary or a secondary object, business or pursuit, in the collection of or in soliciting or obtaining in any manner the payment of a claim owed or due or asserted to be owed or due to another." The statutes are considerably different. The FDCPA looks for the collection of debts to be the primary purpose of a business with the collection of debts, or attempted collection, being conducted regularly. NRS 649.020(1) is not limited to the collection of debts being a primary purpose and also includes the soliciting of payments and obtaining in any manner the payment of a claim. Thus, as set forth above, the plain language of NRS 649.020(1) imposes upon Respondent the requirement to become licensed as a collection agency.

24. The FDCPA states, "[t]his title does not annul, alter, or affect, or exempt any person subject to the provisions of this title from complying with the laws of any State . . ." 15 U.S.C. 1692n. Contrary to Respondent's assertions, the FDCPA does not prohibit Nevada from requiring Respondent to be licensed as a collection agency. *Id.*

25. The Legislature is presumed to have knowledge of existing statutes. *International Game Technology, Inc. v. The Second Judicial District Court of the State of Nevada*, 122 Nev. 132, 154 (2006). Thus, it is presumed that the legislature had knowledge of NRS 649.020 and that the statute excludes certain business activities from the requirement of obtaining a license as a collection agency. *Id.*; *see* NRS 649.020. In fact, NRS 649.020(2) enumerates seven (7) exceptions to the licensing requirement. The Legislature did not amend NRS 649.020 to include an exemption for the activities conducted by Respondent in connection with its non-judicial foreclosure services. Consequently, even if it could be argued that NRS 649.020 is ambiguous, construing the statue according to principles of statutory construction we come to the same conclusion that the business activities of Respondent are not exempt from the licensing requirement. *State ex. rel. Nev. Tax Comm'n v. Boerlin*, 38 Nev. 39, 45, 144 P.738 (1914) ("In the construction of a statute in which certain things are enumerated, other things are to be excluded."); *Silvers v. Sony Pictures Entm't, Inc.*, 402 F.3d 881, 885 (9th Cir. 2005) ("The doctrine of *expressio unius est exclusio alterius* 'as applied to statutory interpretation creates a presumption that when a statute designates certain persons, things, or manners of operation, all omissions should be understood as exclusions'").

26. Moreover, according to legislative history, conducting foreclosures constitutes debt collection. *See Minutes of the Subcommittee of the Senate Committee on Commerce and Labor, 73rd Session, April 12, 2005, p. 3* (stating, "If you have a full-service management company, and some of the large ones are full-service, and you are offering to file liens, record notices of default and go through the foreclosure process, . . . you have to meet the same licensing and the same qualifications as the actual foreclosure services that are out there"); *see Minutes of the Subcommittee of the Senate Committee on Commerce and Labor, 73rd*

Session, April 12, 2005, p. 4 (discussing the proposed 649.020(3), "if you are a management company or . . . community manager who is going to be collecting . . ., then you are going to be governed under NRS 649, which governs other foreclosure services . . .").

27. Any Conclusion of Law hereinafter construed to constitute a Finding of Fact is hereby adopted as such to the same extent as if originally so denominated.

DECISION

IT IS HEREBY ORDERED that the Division's cease and desist order is affirmed and Respondent shall cease and desist from conducting its non-judicial foreclosure services, i.e. soliciting the right to receive payments owed to others and collecting, soliciting or obtaining in any manner payments of claims owed to others, until such time that Respondent becomes licensed with the Division as a collection agency.

DATED this 14th day of February, 2012.

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
FINANCIAL INSTITUTIONS DIVISION

By: _____
GEORGE E. BURNS
COMMISSIONER
(HEARING OFFICER)

Rachel Rivas
Foreclosure Support Rep.
Trustee Corps./ Harmony Escrow Company
30 Corporate Parkway, Suite 400
Irvine, CA 92626
949-252-8300
949-252-8330 fax
Hours of Operation (8am-5pm PST)
rrivas@trusteecorps.com
Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0
Back up Associate: Sheree Collins 949-252-8300 ext. 255 email: scollins@trusteecorps.com
Supervisor: Clarisa Gastelum 949-252-8300 ext. 235 email: cgastelum@trusteecorps.com
Default Manager: Juan Carrillo jcarrillo@trusteecorps.com
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)
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From: Rachel Rivas
Sent: Monday, August 17, 2009 7:39 AM
To: 'alan.m.simon@bankofamerica.com'
Cc: 'Jennifer2.wall@bankofamerica.com'; Amy Lemus
Subject: FW: [redacted]-LAGHAEI-SALE TODAY @ 10AM
Importance: High

From: Rachel Rivas
Sent: Friday, August 14, 2009 1:41 PM
To: 'alan.m.simon@bankofamerica.com'
Cc: 'Jennifer2.wall@bankofamerica.com'
Subject: [redacted] LAGHAEI

Hello,

We have a sale scheduled for 8/17/09. This loan is on hold for FB. Please provide status of plan and instructions for the sale.

Thank you,

Rachel Rivas
Foreclosure Support Rep.
Trustee Corps./ Harmony Escrow Company
30 Corporate Parkway, Suite 400
Irvine, CA 92626
949-252-8300
949-252-8330 fax
Hours of Operation (8am-5pm PST)
rrivas@trusteecorps.com
Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0
Back up Associate: Sheree Collins 949-252-8300 ext. 266 email: scollins@trusteecorps.com
Supervisor: Clarissa Gastelum 949-252-8300 ext. 235 email: cgastelum@trusteecorps.com
Default Manager: Juan Camilo jcamilo@trusteecorps.com
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) ruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)
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08/17/2009, 08:44:58, by Amy Lemus

From: Amy Lemus
Sent: Monday, August 17, 2009 8:45 AM
To: Rachel Rivas
Subject: RE: [redacted]-LAGHAEI-SALE TODAY @ 10AM

Yes it is probably on the hemp. I will postpone. Thanks Rachel

---

From: Rachel Rivas
Sent: Monday, August 17, 2009 8:41 AM
To: Amy Lemus
Subject: FW: [redacted]LAGHAEI-SALE TODAY @ 10AM
Importance: High

Hi Amy, Alan called and said that this was our FB plan, is that correct?

08/12/2009, 19:59:48, by Natalie Resendiz

file back to grace for filing

08/12/2009, 19:59:30, by Natalie Resendiz

funds sent to bank of america

fed ex tracking 7968-5707-1640

Date: 8/12/09

Bank Of America Home Loans
400 COUNTRY WIDE MS SV 35
SIMI VALLEY, CA 93065

Trustee Sale #: NV0938405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511.

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check # 39989 in the amount of $6,500.00, representing funds being paid towards the defaulted amout as part of the enclosed agreement. Please note we have not retained our foreclosure fees and costs. An invoice has been submitted for our fees and costs.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions please do not hesitate to call our office.

Sincerely,

Natalie Resendiz
Accounting Department
xt.151

08/12/2009, 09:53:59, by Horacio Montoya
uploaded forbear agreement in dcs.

08/11/2009, 18:31:50, by Michelle Diggs
FORBEARANCE AGREEMENT TERMS AND CONDITIONS
12 MONTHS
PAYMENT AMOUNT $3,768.71
COMMENCING 9/1/2009 AND ENDING 8/1/2010

08/11/2009, 18:30:05, by Michelle Diggs
NOTIFIED LENDER OF FORBEARANCE AGREEMENT

From: Michelle Diggs
Sent: Tuesday, August 11, 2009 6:29 PM
To: 'Angie.davidson@bankofamerica.com'
Subject: FORBEARANCE AGREEMENT FOR LOAN# [redacted]NV0938405-1

Hello,

Funds are being sent to B of A in the amount of $8500.00 we are the Freddie Mac designate counsel therefore we are able to issue 12 month forbearance/repayment plan. Please see a copy of signed agreement, original demand and copy of checks enclosed and notify us if any issue should arise. I was unable to upload this agreement in Claitifire being that it is not in the system. Please advise if I need to direct this to someone else. Thank you for your help!

08/11/2009, 13:10:27, by Michelle Diggs
From: Michelle Diggs
Sent: Tuesday, August 11, 2009 10:37 AM
To: Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]

Hey Natalie,

The borrower stated that the forbearance agreement was enclosed in the envelope along with the $200 check. Can you please confirm? If it is there please send us a copy and send the total of $8500 to the servicer. This is due by tomorrow. Thanks

08/10/2009, 14:49:13, by Ivy Le

From: Natalie Resendiz
Sent: Friday, August 07, 2009 7:34 AM
To: Ivy Le
Cc: Michelle Diggs; Horacio Montoya; Carol Sanchez

Subject: nv0938405-1/ loan [redacted]

Funds returned in the amount of $8300.00

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

Ryan Newman, Sales and Postponments: rnewman@trusteecorps.com
Clarissa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: lle@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Randi Johnsen: Director (rjohnsen@trusteecorps.com)

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08/04/2009, 10:38:06, by Michelle Diggs
LOSS MIT PROCESS[redacted]

BORROWER WILL SEND IN $200 FOR THE F/B AGREEMENT. FAXED HIM AGREEMENT TO[redacted]

08/04/2009, 10:19:14, by Michelle Diggs

LOSS MIT PROCESS [redacted]

BORROWER CALLED IN AND STATED THAT 8 OF A REC'D THE FUNDS TOO LATE.

08/04/2009, 10:18:34, by Michelle Diggs

From: Michelle Diggs
Sent: Friday, July 31, 2009 3:08 PM
To: 'bijan'
Subject: RE: Requested Reinstatement Demand NV0938405-1

Hello Bijan,

We would need an additional $200 there is now another payment due with this agreement. When can you sent his? Please advise thank you

07/29/2009, 17:05:15, by Michelle Diggs

reinstatement demand ent out

DATE: 07/28/09
BE ADVISED A SALE DATE HAS BEEN SET FOR THIS PROPERTY-PLEASE CONTACT OUR OFFICE 1 DAY IN ADVANCE BEFORE OVERNIGHTING A CASHIER'S CHECK TO OUR OFFICE.

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: [redacted]

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

To Whom It May Concern:

With regards to the above referenced file our office is handling, enclosed please find our REINSTATMENT and/or PAY OFF Demand, which you have requested.

Please be advised that this loan is currently in foreclosure and/or bankruptcy and the figures provided herewith are subject to change at any time due to additional fees and costs relating to the foreclosure/bankruptcy proceeding may accrue before the "good through/expiration date" of the Demand.

Please note that by providing this Demand to you with a "good through/expiration date", no deadlines are waived, postponed and/or tolled, including, but not limited to, Trustee's sale dates and statutory reinstatement/pay off dates.

You must pay the total amount due stated in the Demand (in the form of a cashier's check only) on or before _08/12/2009____ in order to REINSTATE and/or PAY OFF this loan. Please review the attached document(s) for specific payment instructions. Date: 7/29/2009 T.S. #: NV0938405-1 Loan #.: [redacted] Beneficiary: Bank Of America Home Loans Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN

MTC000152

REINSTATEMENT DEMAND

Payments	$ 21,589.74
Late charges	$ 224.46
Property Inspections	$ 105.00
Suspense/Partial payment	$ (700.00)
Sub-Total fees due Beneficiary:	$ 21,219.20

Sub-Total foreclosure fees/costs due Trustee: $ 3,731.00

TOTAL amount due to REINSTATE loan: $ 24,950.20

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

(Please note the following:)

THIS STATEMENT EXPIRES ON: 8/12/2009 @ 3:00p.m.

07/16/2009, 15:08:05, by Natalie Resendiz
file given to grace for filing

07/16/2009, 14:51:47, by Natalie Resendiz
FORBEARANCE AGREEMENT AND FUNDS SENT TO LENDER

FED EX TRACKING 7977-7049-4103

Date: 7/16/09

Bank Of America Home Loans
400 Countrywide Way
MS-SV 35
SIMI VALLEY, CA 93065

Trustee Sale #: NV0938405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check #39802 in the amount of $8,300.00, representing funds being paid towards the defaulted amount as part of the enclosed agreement. Please note we have not retained our fees and costs portion in the amount of $2771.89. Our office will be submitting an invoice.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions

MTC000153

please do not hesitate to call our office.

Sincerely,

Natalie Resendiz
Accounting Department
xt.151

07/11/2009, 08:31:28, by Horacio Montoya
uploaded forbear. agreement in dcs.

07/10/2009, 14:27:12, by Natalie Resendiz
ACCOUNTING BILL OUR FEES AND COSTS PER FORBEARANCE

07/08/2009, 19:19:31, by Ivy Le

From: Ivy Le
Sent: Thursday, July 09, 2009 7:19 PM
To: Horacio Montoya
Subject: FW: NV0938405-1/ LOAN [redacted] BIJAN LAGHEAL

Please upload in dcs.

Thank you!

From: Natalie Resendiz
Sent: Thursday, July 09, 2009 7:15 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEEMENT SIGNED
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Fannie Mae Retained Counsel in CA & AZ
Freddie Mac Designated Counsel in CA & NV
Default Services in AK, AZ, CA,
ID, MT, NV, OR, TX and WA

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07/09/2009, 19:18:42, by Ivy Le

From: Natalie Resendiz
Sent: Thursday, July 09, 2009 7:15 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEEMENT SIGNED
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Fannie Mae Retained Counsel in CA & AZ
Freddie Mac Designated Counsel in CA & NV
Default Services in AK, AZ, CA,
ID, MT, NV, OR, TX and WA

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07/09/2009, 19:15:10, by Natalie Resendiz

From: Natalie Resendiz
Sent: Thursday, July 09, 2009 7:15 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEEMENT SIGNED

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

07/08/2009, 10:00:38, by Ivy Le

spoke to borrower ; said he does not agree to our forbearance agreement .. told him that the agreement was written by an attorney and there will be no changes. Advised for him to call BoA because per the agreement our fees and costs and reinstatement figures will expire on July 10th., and whatever fees acrued will be added by the bank ; he wants to know what fees and how much.. told him i cannot predict what will happen in the next 12 months.

07/08/2009, 07:57:03, by Norma Rodriguez

SUB REC'D
SENT TO RECORD

07/07/2009, 16:10:28, by Michelle Diggs

SENT F/B AGREEMENT TO BORROWER HE WILL OVERNIGHT TOMORROW.

07/07/2009, 11:06:13, by Ivy Le

FORBEARANCE AGREEMENT PREPARED.

07/06/2009, 13:44:43, by Michelle Diggs

REC'D COPY OF CHECK IN THE AMONUT OF $8300 FOR REPAYMENT PLAN WHICH INCLEDED THE $150 FEE FOR AGREEMENT. WILL FORWARD TO IVEY FOR REPAYMENT PLAN.

07/06/2009, 11:23:03, by Michelle Diggs

LOSS MIT PROCESS

BORROWER WANTS TO REINSTATE LOAN. HE WILL GET ON A REPAYMENT PLAN FOR 35% DOWN. HE WILL SEND IN CHECK FOR $8,300. HE STATES THAT THE PROPERTY TAXES HAVE BEEN PAID ASKED HIM TO SEND A COPY OF HIS PAYMNET HE PAYS IT QUARTERLY. HIS INSURANCE IS PAID THROUGH THE LENDER HE WILL SEND THE FUNDS TO US TODAY HE WILL FA X COPY OF CHECK TO DRAFT UP AGREEMENT.

07/01/2009, 18:56:29, by Trish Sacco

Emailed Reinstatement Demand to BWR

From: Trish Sacco
Sent: Wednesday, July 01, 2009 6:55 PM
To: [redacted]
Subject: Requested Reinstatement Demand NV0938405-1

Hi,

Here is the attached Reinstatement demand requested. If you have any questions please contact our office at

(949) 252-8300

Thank you,

07/01/2009, 12:04:08, by Jessica Juarez
REINSTATEMENT DEMAND SENT OUT

DATE: 07/01/09
BE ADVISED A SALE DATE HAS BEEN SET FOR THIS PROPERTY-PLEASE CONTACT OUR OFFICE 1 DAY IN ADVANCE BEFORE OVERNIGHTING A CASHIER'S CHECK TO OUR OFFICE.

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: [redacted]

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511.
Date: 7/1/2009 T.S. #: NV0938405-1 Loan #:[redacted] Beneficiary: Bank Of America Home Loans Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN

REINSTATEMENT DEMAND

Payments	$ 18,190.88
Late charges	$ 224.48
Property Inspections	$ 90.00
Sub-Total fees due Beneficiary:	$ 19,505.34

Sub-Total foreclosure fees/costs due Trustee: $ 3,731.00

TOTAL amount due to REINSTATE loan: $ 23,236.34

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

[Please note the following:]

THIS STATEMENT EXPIRES ON: 07/10/09 @ 3:00p.m.

06/25/2009, 14:57:41, by Michelle Diggs
LOSS MIT PROCESS [redacted]

PLEASE E-MAIL TO [redacted]

BORROWER CALLED IN REGARDING THE REINSTATEMENT. HE WANTS TO GET ON A repayment plan for 35% down, ADVISED HIM TO GIVE US A CALL ONCE HE RECEIVES THE REINSTATEMENT DEMAND.

06/17/2009, 17:46:35, by Marc Uy

To: Carlos
Company: Trustee Corps

From: Stephanie Clark
Company: Priority Posting and Publishing

Phone: (602)285-0114
Fax: (602)274-7413

Date: 06/17/2009

Sale Date: 07/13/2009 @ 11:00AM

Comments: Thank you for your order!

Your TS#/Client Ref.NV0938405-1
Priority #586136

County: Washoe
Newspaper: Daily Sparks Tribune
Run Dates: 6/22, 6/29, 07/06/2009
Posting: We will post according to state requirements.

06/08/2009, 15:43:38, by Carlos Romero

From: Ernie Aguilar
Sent: Monday, June 08, 2009 3:41 PM
To: 'FCL_Assignment_Requests@countrywide.com'
Cc: Carlos Romero
Subject: NV0938405-1 - [redacted]

Hello,

Please be advised that we have set a tentative sale date on the above file for 7/13/2009 with a 1st pub date of 6/22/2009. Please note that we have not received the executed Assignment for this file. These documents must be executed and returned asap in order for us to keep the above sale date. I have attached copies of these documents for your convenience.

If you have any questions please contact:

For sales: Ryan Newman - rnewman@trusteecorps.com
For pibilcations: Carlos Quezada: cquezada@trusteecorps.com

Thank you,

06/08/2009, 15:43:12, by Carlos Romero

From: Ernie Aguilar
Sent: Monday, June 08, 2009 3:40 PM
To: 'documentexecution@countrywide.com'
Cc: Carlos Romero
Subject: NV0938405-1

Hello,

Please be advised that we have set a tentative sale date on the above file for 7/13/2009 with a 1st pub date of 6/22/2009. Please note that we have not received the executed Substitution of Trustee for this file. These documents must be executed and returned asap in order for us to keep the above sale date. I have attached copies of these documents for your convenience.

If you have any questions please contact:

For sales: Ryan Newman - rnewman@trustseecorps.com
For publications: Carlos Quezada: cquezada@trustseecorps.com

Thank you,

06/08/2009, 15:36:48, by Carlos Romero
Ad Due deadline changed from 07/08/2009 to 06/16/2009.

06/08/2009, 15:36:43, by Carlos Romero
SetSaleProcess deadline changed from 06/10/2009 to 06/16/2009.

06/08/2009, 15:36:33, by Carlos Romero
OrderPubDateDown deadline changed from 07/23/2009 to 06/16/2009.

06/08/2009, 15:31:38, by Carlos Romero
Daily Sparks Tribune - Ranking: ****

Deadline 06/17/2009 05:00PM
1st Run 06/22/2009
2nd Run 06/29/2009
3rd Run 07/06/2009
Sale 07/13/2009
Days of Publication Mon,Tue,Wed,Thu,Fri,Sat

06/01/2009, 19:34:26, by Ivy Le
a copy filed w/ 30 corp park

From: Ivy Le
Sent: Monday, June 01, 2009 7:34 PM
To: Robert Padilla; Sinuon Seng
Cc: Robert Ruelas; Brent Alban
Subject: LAGHAEI: NV0938405-1

Please see attachment... per homeowner his street address has been changed.

Thank you!

Ivy Le

Loss Mitigation Department
Trustee Corps
2112 Business Center Dr. Ste 120
Irvine, CA 92612
Tel: (949) 252-8300
Fax: (949) 752-0320

06/01/2009, 19:29:47, by Ivy Le

rec'd faxes from homeowner stating he is interested in a loan mod. CALLED HM OWNER 775-232-0390: LEFT MSG
APPLICATION SENT.
FREDDIE MAC APPLICATION SENT TO HOMEOWNER ; also stated that his street name has been changed by the city ;
forward a copy to Robert and Sanoun :

05/08/2009, 13:05:54, by Mimi Mar

From: Mimi Mar
Sent: Friday, May 08, 2009 1:06 PM
To: 'Alan M Simon'
Subject: FW: National TSG for Ref #: NV0938405-1, Loan #: [redacted], LPS #:0902067 83-NV-GTO (25 WINTERBERRY COURT RENO NV)

Hello Alan --

Attached, please find an amended TSG for this file. The title issue is cleared.

Thanks,

Mimi Mar

05/08/2009, 13:00:50, by Mimi Mar

Received revised TSG removing item #7. Title issue is cleared.

From: Eric Patten [mailto:epatten@fnds.com]
Sent: Friday, May 08, 2009 7:50 AM
To: Mimi Mar
Subject: National TSG for Ref #: NV0938405-1, Loan #: [redacted], LPS #:0902067 83-NV-GTO (25 WINTERBERRY COURT RENO NV)

LPS has attached a National TSG for the following order:

Your Reference Number: NV0938405-1
Loan Number: [redacted]
LPS Reference Number: 0902067 83-NV-GTO

Borrower: LAGHEAI, BIJAN
Property Address: 25 WINTERBERRY COURT
RENO NV, 89511

Comments: Mimi,
Here is a National Endorsement removing the senior item in question.

Thank you,
Eric Patten

Transmit Date/Time: 5/8/2009 at 7:50:12 AM
Number of Attached Documents: 1

We appreciate your business,
LPS Default Title & Closing

04/22/2009, 20:42:23, by Kelly Goodman
RETURN MAIL ADD TO ADDITIONAL MAILINGS

LEGAL RECOVERY LAW OFFICES
5030 CAMINO DE LA SIESTA STE 340
SAN DIEGO CA 92108-3118

04/22/2009, 16:47:43, by Mimi Mar
SUBJECT: Re: *** HUD 1 and title policy ***
FROM: mmar@trusteecorps.com
TO: Alan_M_Simon@Countrywide.Com
SENT: Wed 22 Apr 2009 16:52:38 CDT
EXPIRES: Wed 06 May 2009 16:52:38 CDT
TRACKING: Sent

> Hello Alan ---

I was able to retreive the HUD 1 but there is no title policy here. There is a Preliminary title report but I cannot submit a title claim with this. Please see if you can locate the title policy.

Thank you,

Mimi Mar

04/21/2009, 15:08:45, by Ivy Le
per fax : street name been changed by the City: forward to Robert:
& Nivin for review. hard copy filed.

From: Robert Padilla
Sent: Tuesday, April 21, 2009 3:04 PM
To: Claudio Martinez
Cc: Ivy Le, Nivin Youssef
Subject: FW: NV0938405-1:

Claudio,

We need to reference what is on the Deed of Trust. However, make sure we mail to both street names. Thanks

From: Ivy Le
Sent: Tuesday, April 21, 2009 3:01 PM
To: Robert Padilla
Cc: Nivin Youseef
Subject: NV0938405-1:

Hi,

Rec'd a fax stating that the street name has been changed by the city. Please advise.

Thank you!

Ivy Le

Loss Mitigation Department
Trustee Corps
2112 Business Center Dr. Ste 120
Irvine, CA 92612
Tel: (949) 252-8300
Fax: (949) 752-0320

04/20/2009, 10:06:40, by Mimi Mar

From: Alan M Simon [mailto:alan_m_simon@countrywide.com]
Sent: Thursday, April 16, 2009 11:24 AM
To: Mimi Mar
Subject: HUD 1 and title Policy
Importance: High

Re: FW: FW: NV0938405-1 / loan # [redacted] / laghaei

I am working on the HUD 1 and title Policy.

Alan M. Simon
Sr. Foreclosure Specialist
Pre-Sale Foreclosure
805-955-7305 Direct
805-577-3499 Fax
alan_m_simon@countrywide.com

04/17/2009, 16:28:47, by Alexsandra Bogdan

NON-MIL REC'D SENT TO FILING

04/16/2009, 12:46:40, by Ivy Le

reinstatement requested:

From: Ivy Le
Sent: Thursday, April 16, 2009 12:46 PM

To: 'tbrmdemands@countrywide.com'
Subject: LAGHAEL: NV0938405-1: [redacted]

Our fees 425.00 costs 1740.00
Our office is in receipt of a request for Reinstatement figures. Please make these figures good through 06/15/2009 and we will add our fees and costs.
If you have any questions please feel free to contact our office.
Thank you!

Thank you!

Ivy Le

Loss Mitigation Department
Trustee Corps
2112 Business Center Dr. Ste 120
Irvine, CA 92612
Tel: (949) 252-8300
Fax: (949) 752-0320

04/15/2009, 17:56:21, by Mimi Mar

From: Mimi Mar
Sent: Wednesday, April 15, 2009 5:56 PM
To: 'alejandra_aldana@countrywide.com'
Subject: NV0938405-1 / loan # [redacted] laghael

Hello Alejandra -

There is a prior lien on title. Please approve $150.00 if you would require Trustee Corps to work on the title issue. In order for us to submit a title claim, please provide a copy of the HUD 1 and the Title policy.

Please contact me if you have any questions.

Thank you,

Mimi Mar

04/15/2009, 17:27:26, by Ivy Le

rec'd a fax from homeowner: Bijan Laghaei: [redacted] fax [redacted]
:reinstatement requested:

04/02/2009, 11:04:39, by Rachel Rivas

Hello,

Please provide the information requested below for the loan number/homeowner specified and good through the above-mentioned date(G/T).
Loan Number: [redacted]
Homeowner's Name: BIJAN LAGHAEI
Billed & paid:
Billed not paid:

Outstanding Fees: $600.00
Outstanding Cost:$2753.00
***Total Fees & Costs:$3353.00 g/t 4/30/2009

04/02/2009, 07:19:32, by Claudio Martinez
TITLE SUMMARY

CURRENT LIEN HOLDER: countrywide

IS ASSIGN NEEDED *Assignment needed from countrywide current lien holder to fhlmc

LIEN POSITION: 2nd

Title Grade: UNKNOWN

PRIOR LIENS SHOWING ON TITLE: yes
WARNING! THERE MAY BE A TITLE ISSUE ON THIS LOAN--FURTHER INVESTIGATION IS REQUIRED. PLEASE SEND A COPY OF YOUR TITLE POLICY AND HUD1. IF YOU WISH TO HAVE US FILE A TITLE CLAIM ON YOUR BEHALF, PLEASE AUTHORIZE AN ADDITIONAL $150 FEE.

DOT (s):
1st in the amount of $105000.00[ours]
2nd in the amount of $325000.00[jr]

Judgment (s):
$7684.95 crown asset management
$5080.45 american express centurion bank
$5749.30 hudson & keyse
Wanderer law pc no amount
$8460.52 unifund ccr partners

DELINQUENT PROPERTY TAXES:yes
2008-2009 $871.99+$915.96

Not eligible for tax sale

IRS LIENS: none

LIS PENDENS AND/OR FORFEITURE ACTIONS:none

Copy of TSG Imaged/Attached for your reference

Documents Imaged/Attached for execution: Substitution, Assignment, and Military Affidavit

Trustee Corps is providing you with above referenced information based upon a review of the Trustee Sale Guaranty (TSG)

MTC000184

supplied by a licensed title company. Please review the information provided and compare it against your original title insurance policy. TSG's are not policies of title insurance, nor do they provide guaranties as to the condition of title or positions of liens. A TSG only provides a Trustee vesting information, the names and addresses of persons who have recorded requests as provided by the states where the property is located, the names and addresses of the persons entitled to receive copies of foreclosure notices, taxing agencies, and publication information.
For title position and title questions, one should review the original policy of title insurance obtained at the time of origination. Trustee Corps assumes no liability as to the comments or representations in the report, position of liens, condition of title or insurability.

03/19/2009, 20:56:41, by Kellee Ann Vollendorff

From: kellee vollendorff
Sent: Thursday, March 19, 2009 8:56 PM
To: 'Mark Volpe'
Subject: NOD—NV0938405-1

RECORD

Alert: Yes
Report: Yes
Client View: Yes
Quote: Yes
Popup Warning: Yes
Others: Yes

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Law Office of Nicholas A. Boylan, APC, and that on December 14, 2016, I served a true and correct copy of the foregoing:

- **NOTICE OF PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT**
- **PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT**
- **DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT (EXHIBITS "A" – "I")**

via E-Service and/or by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail in San Diego, California addressed to:

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9999 Amber Field Street
Las Vegas, NV 89178
(949) 697-8944 (Served via U.S. Mail only)

/s/ Marina Vaisman
An Employee of Nicholas A. Boylan

Electronically Filed
12/21/2016 05:06:53 PM

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; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident

Plaintiffs,

v.

CASE NO: A-11-649857-C

Dept. 19

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

Jury Trial Demanded

Date: January 5, 2017
Time: In Chambers

QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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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RULES

NRCP 12(b)(5)	*passim*
NRCP 16.1	*passim*
NRCP 23	*passim*
NRCP 26	*passim*

NRCP 30(b)(6)	9, 10

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendants[1] completely ignore that it was the Discovery Commissioner ("Commissioner") herself who expressly invited Plaintiffs' instant motion ("Motion"), likely signaling that, having reviewed the evidence presented to her by Plaintiffs thus far, she no longer believes that phasing is appropriate in this case, but felt bound by Judge Scann's comments at the February 2016 hearing and needs the assistance of an order from this Court.

Defendants also seemingly ignore the mounting evidence presented along with Plaintiffs' Motion that shows unequivocally that Plaintiffs' claims against Defendants here have merit. As even Defendants concede in their opposition papers, no order limiting discovery by Department 29 exists. Based on this phantom, non-existent order from Judge Scann, however, the Commissioner has made erroneous, dilatory, prejudicial, and burdensome rulings (including in the pending report and recommendations from the hearing on July 20, 2016, and even more prejudicial at the hearing on September 21, 2016) on the scope of discovery. Plaintiffs therefore request clarification from this Court that no motion on discovery was before Department 29 at the February 2016 hearing on Defendants' joint NRCP 12(b)(5) motions. This will allow the Commissioner the discretion to revamp the discovery process to focus first on class certification. Plaintiffs also request that the Court enter an appropriate written order on Defendants' joint NRCP 12(b)(5) motions, consistent with the Court's oral rulings on those motions at the hearing. *See Pedersen v. Kolar* (2014) 2014 Nev. Unpub. LEXIS 2172, at 2 n.1 [noting that "the district court is obligated to enter written orders resolving matters pending before it so that this court [Nevada Supreme Court] may properly review the district court's decisions on

[1] As used here and throughout this brief, "Defendants" means Defendants Quality Loan Service Corporation ("QLS"), MTC Financial, Inc. dba Trustee Corps ("MTC"), National Default Servicing Corporation ("NDSC"), and California Reconveyance Company ("CRC"). Defendant Meridian Foreclosure Service did not oppose Plaintiffs' Motion.

appeal."].

Significantly, Defendants concede that Judge Scann never issued an order on discovery, and they fail to present any argument or authority that the Court should not enter a written order on Defendants' prior NRCP 12(b)(5) motions to dismiss. Defendants, whether willfully or otherwise, repeatedly misconstrue or mischaracterize Plaintiffs' Motion as an improper attempt for reconsideration of a non-existent order by Judge Scann or as a collateral attack on the Commissioner's July 20, 2016 rulings. In doing so, Defendants wholly ignore the Commissioner's clear instructions—quoted by Plaintiffs in their moving papers—at the September 21, 2016 hearing that Plaintiffs should bring this Motion.

Defendants seek to have the Court strike Plaintiffs' motion (while wholly failing to show that such relief is warranted), or, in the alternative, oppose Plaintiffs' Motion. Defendants repeatedly misunderstand or misstate Plaintiffs' actual arguments and positions in significant and unfairly prejudicial ways. In an effort to confuse the Court in its consideration of Plaintiffs' Motion, Defendants discuss at length arguments and authorities that Judge Scann properly and unambiguously rejected when she ruled on Defendants' prior NRCP 12(b)(5) motions. Defendants also ask the Court to award them their fees and costs on the grounds that Plaintiffs' Motion—which the Commissioner expressly invited Plaintiffs to bring—is frivolous, unnecessary, and unreasonably increases costs. Defendants not only fail to support this request with any evidence supporting such an award, but omit to even request a specific amount for the Court to award. The attempt to intimidate Plaintiffs should be expressly rejected with an admonishment from the Court. For reasons stated in Plaintiffs' moving papers and below, the Court should deny Defendants' motion to strike and related request for an award of their fees and costs, and grant Plaintiffs' Motion in its entirety.

II. ARGUMENT

A. The Court Should Deny Defendants' Motion to Strike

1. Plaintiffs' Motion Is Not Procedurally Improper

Defendants fail to show that Plaintiffs' Motion, which Defendants fundamentally misunderstand or mischaracterize, is procedurally improper. First, Defendants incorrectly assert that Plaintiffs' Motion is procedurally improper because it supposedly seeks reconsideration or clarification of an order by Judge Scann that both sides concede does not exist. Not so. As plainly stated in Plaintiffs' Motion, Plaintiffs properly—and at the Commissioner's express invitation—request clarification from the Court that no such order exists. To that end, Plaintiffs seek entry by the Court of a written order on Defendants' prior NRCP 12(b)(5) motions that provides the clarification Plaintiffs requested. Defendants have presented no argument or authority that such a request is procedurally improper and do not even appear to contest that it is procedurally proper for parties to request entry of a written order when no order has been entered.

Second, Plaintiffs' Motion does not improperly seek reconsideration of the Commissioner's rulings of July 20, 2016. Indeed, since those rulings had not been made final through adoption by the Court until November 9, 2016, there was no final ruling by the Commissioner for Plaintiffs to seek reconsideration of. Plaintiffs separately and properly filed their Objections to the Commissioner's Report and Recommendations embodying the July 20, 2016 rulings. Plaintiffs properly asked that those Objections be considered at the same time as Plaintiffs' Motion was heard by the Court. (Should Plaintiffs believe reconsideration of the Court's November 9, 2016 Order adopting that Report is warranted, Plaintiffs will properly move for such reconsideration by separate motion.) Although Defendants unfairly accuse Plaintiffs of "attacking" the Commissioner's July 20, 2016 rulings, Plaintiffs' discussion of those rulings and the apparent flaws in them is necessary for the Court to fully and

properly understand the importance of Plaintiffs' Motion and the need for the relief sought therein. Moreover, Plaintiffs in their discussion of the Commissioner's rulings make clear throughout that the Commissioner, as expressly stated by her during the relevant hearings, felt bound by Judge Scann's prior comments and seemingly was constrained in the exercise of her discretion. Indeed, as shown in Plaintiffs' moving papers, the Commissioner herself expressly invited Plaintiffs' Motion, likely signaling that, having reviewed the evidence presented to her by Plaintiffs thus far, she no longer believes that phasing is appropriate in this case, but needs the assistance of an order from this Court because she felt bound by Judge Scann's comments at the February 2016 hearing.

2. Defendants Fail to Show that Plaintiffs' Motion Otherwise Falls within the Requirements Set Forth in NRCP 12(f)

Defendants also fail to show that Plaintiffs' Motion should be stricken because it falls within any of the requirements set forth in NRCP 12(f). In pertinent part, NRCP 12(f), which addresses motions to strike, states that the Court may strike "any redundant, immaterial, impertinent, or scandalous matter" from a pleading upon proper motion from a party or upon its own motion. Even assuming for sake of argument that Plaintiffs' Motion is a "pleading"—which it is not—for purposes of NRCP 12(f) and thus can be stricken, Defendants fail to argue, let alone show, that Plaintiffs' Motion contains redundant, immaterial, impertinent, or scandalous matter. Defendants completely ignore that the Commissioner herself instructed Plaintiffs to file such a motion. As is clear from the Motion itself, moreover, the Motion, despite Defendants' assertions to the contrary, furthers a number of important and undoubtedly legitimate purposes: among other things, it seeks entry of a written order on Defendants' prior NRCP 12(b)(5) motions and clarification that Judge Scann's prior comments regarding the scope of discovery are not binding on the Commissioner and should not constrain her in her consideration of the parties' discovery motions. Given the absence to date of any order on Defendants' NRCP

12(b)(5) motions and the plain necessity for a written order disposing of such motions, Defendants would be hard pressed to explain why no order at all should be entered. Defendants do not even attempt to do so in their opposition papers.

Defendants wholly fail to show that Plaintiffs' Motion is procedurally improper or should be stricken for any other proper ground; the Court should deny their motion to strike accordingly.

B. The Court Should Grant Plaintiffs' Motion

1. Plaintiffs' Motion Does Not Seek Reconsideration of the Commissioner's Rulings

As noted above in discussing Defendants' flawed motion to strike, Defendants are mistaken or misleading in asserting that Plaintiffs' Motion should be denied because it is, according to Defendants, an attempt to obtain reconsideration of the Commissioner's July 20, 2016 rulings. At the time Plaintiffs' Motion was filed, the Commissioner's rulings had not been ruled on by the Court, so there was no final order for Plaintiffs to ask the Court to reconsider. Defendants' reference to NRCP 60(b) and cases dealing with motions for reconsideration are thus inapposite here, given that Plaintiffs' Motion is not such a motion. Whether deliberately or otherwise, Defendants' arguments on this point fundamentally misunderstand or mischaracterize Plaintiffs' Motion and the relief clearly sought therein.

Plaintiffs' Motion itself makes clear that Plaintiffs wished the Motion to be considered along with Plaintiffs' separately—and properly—filed Objections to the Commissioner's Report and Recommendations. Plaintiffs' lengthy discussion in their Motion of the facts and law at issue in this case and the serious inefficiencies and hardships posed by phasing properly informs the Court's consideration of the instant Motion by making clear the important consequences that have followed from the continued absence of a written order on Defendants' NRCP 12(b)(5) motions. Among other things, the Commissioner in her analysis of the propriety of phasing here has improperly relied on or been constrained by her erroneous interpretation of

Judge Scann's comments at the February 2016 hearing. As also noted in Plaintiffs' Motion, at least two Defendants failed to answer Plaintiffs' Second Amended Complaint ("SAC") for months after the February 2016 hearing on the grounds that no written order had been entered. (Defendant CRC only filed an answer to the SAC on September 28, 2016; to date, Defendant NDSC has not filed an answer, and seemingly will not do so until a written order is entered on Defendants' NRCP 12(b)(5) motions.) Plaintiffs' ability to learn Defendants' positions on the SAC—including alleged affirmative defenses to it—and discover the grounds—or lack thereof—for those positions and defenses through propounded discovery have been unfairly prejudiced by this delay.

2. The Commissioner's Rulings Were Undoubtedly Constrained by Her Expressly Stated Belief that She Was Bound by Judge Scann's Phantom Order

In an apparent attempt to insinuate that Plaintiffs question or belittle the Commissioner's deliberation and analysis of the propriety of phasing, Defendants discuss at length the time and effort the Commissioner devoted to hearing the parties' arguments regarding phasing. Plaintiffs do not question whether the Commissioner took time to hear and consider the arguments and evidence presented by the parties at the July 20, 2016 hearing (and the subsequent September 21, 2016 hearing in which phasing and the scope of discovery were discussed). Nor do Plaintiffs question that the Commissioner's relevant rulings on discovery could perhaps have been supported as a proper exercise of her discretion had she in fact freely exercised her discretion.

The fundamental point—one that Defendants pointedly ignore in their opposition papers—is that the Commissioner herself has made clear repeatedly that she believed that she was constrained in the exercise of her discretion by her mistaken belief that Judge Scann had already ruled on the scope of discovery and that phasing should be imposed. These unambiguous statements by the Commissioner are cited and discussed at some length in Plaintiffs' Motion, but studiously are not

addressed in Defendants' arguments in opposition. *See, e.g.*, Plaintiffs' Motion at pp. 7-10. For instance, at the September 21, 2016 hearing, the Commissioner unequivocally described her rulings at the July 2016 hearing as constrained by what she believed was Judge Scann's prior ruling: "But the Court *has already ruled* on the issue from the February 22 hearing, and *the Court has said* that we are only doing discovery on the named plaintiffs. I extended that to include the legal validity of the plaintiffs' claims, but I included the plaintiffs' claims." **Exhibit "25"**, at 14:22-15:2 [emphasis added]. The following colloquy between the Commissioner and Plaintiffs' counsel also occurred at the September 2016 hearing, in which the Commissioner made clear her belief that she was bound to follow what she believed to be Judge Scann's rulings:

> THE DISCOVERY COMMISSIONER: But I said that was going to be part of Class [Phase] 2, the class certification. You have to determine if there a legally valid claim first –
> MR. BOYLAN: And what I'm suggesting to you –
> THE DISCOVERY COMMISSIONER: -- and if you disagree with that, and if you disagree with what the Court or *my interpretation of what Judge Scann decided to do and how she decided to do it, then you need to file the appropriate motion with the department. An order has not yet been signed.* And so why not file your motion to reconsider or for clarification with the District Court Judge?
> MR. BOYLAN: Thank [you], Your Honor.
> THE DISCOVERY COMMISSIONER: *Because I can't overrule the District Court Judge.*
> MR. BOYLAN: And I don't think there's an order. So you're not overruling anyone, but we can –
> THE DISCOVERY COMMISSIONER: Well, I disagree with you on that in principle *because the Court has spoken.*
>
> **Exhibit "25"** at 17:15-18:3 [emphasis added].

Other examples can be found in Plaintiffs' Motion, but these two should suffice to show that Defendants' suggestion that the Commissioner did not feel obliged to follow Judge Scann's comments is unfounded.

At the September 21, 2016 hearing, the Commissioner also expressly invited Plaintiffs to file their Motion with the Court, explaining that it was necessary to do that because she would otherwise be bound to follow Judge Scann's oral statements at the February 2016 hearing. **Exhibit "25"** at 21:10-22 [DISCOVERY COMMISSIONER: "Now, I am inviting you to file an appropriate motion with the Court if you feel that that [i.e., Judge Scann's phantom order] was an inappropriate decision, but you [i.e., Plaintiffs] need to do that because I am not going to overrule Judge Scann in her thought process" at the February 2016 hearing and instructing Plaintiffs to "[s]eek clarification" from the Court]. The Commissioner has thus signaled to the parties and the Court that the order sought by Plaintiffs' Motion is necessary so that the Commissioner can fully exercise her discretion in ruling on the proper scope and sequence of discovery in this case.

As noted in Plaintiffs' Motion, the Commissioner has repeatedly expressed serious concerns about the propriety of phasing here, and made clear that she likely would not impose phasing were Judge Scann's comments not binding on her (as she erroneously believed them to be). *See, e.g.*, **Exhibit "24"** at 14:12-24; 24:3-11 [DISCOVERY COMMISSIONER: "Maybe this case doesn't lend itself to that [i.e., phasing of discovery]. Maybe I just need to give you one set of deadlines and you do whatever you feel is best. But I was trying to be prudent. I was trying to honor what I believe was prudent on Judge Scann's part to address the legal issues first."]; **Exhibit "25"** at 100:24-101:3 [DISCOVERY COMMISSIONER: "Well, I'll tell you how we could really be efficient, but you don't want to hear it. . . . *We just don't phase discovery*. That's how we be efficient."][emphasis added]. After the undersigned explained at the July 2016 hearing why Judge Scann's oral statements at the February 2016 hearing should not dictate the scope of discovery, the Commissioner stated:

> DISCOVERY COMMISSIONER: Oh, I agree with you [i.e., Plaintiffs' counsel]. Believe it or not, plaintiffs' counsel, I actually am persuaded by your perspective of the case. *Had I seen you all initially, I might have done something a little bit differently* [than phase discovery]. But having said that, I

> understand where the court [i.e., Judge Scann] was coming from and I want to be able to make sure that we do this in a fashion that makes sense -- for your clients as well.
> **Exhibit "24"** at 14:20-24 [emphasis added].

3. As the Commissioner Herself Has Seemingly Recognized, Phasing Is Not Actually Appropriate Here

In an attempt to ignore the Commissioner's unambiguous reservations as to the propriety of phasing and her clear statements regarding Judge Scann's prior comments, Defendants seek to shore up their position that phasing is appropriate by citing a handful of cases in which discovery was phased or limited and by making unsupported assertions regarding the consequences of limiting discovery. As a preliminary matter, with only one apparent exception, the cases relied on by Defendants in this portion of their opposition papers were previously discussed and distinguished by Plaintiffs in their prior papers opposing phasing of discovery. As noted above and in Plaintiffs' Motion, the Commissioner reluctantly concluded that discovery should be phased here not because she was persuaded by Defendants' authorities and arguments, but rather because she believed Judge Scann had already ruled that discovery should be phased. (As is apparent from the transcript of the July 20, 2016 hearing, especially those portions discussed herein and in Plaintiffs' Motion, the Commissioner spent so much time discussing phasing at the hearing because of her evident—and well-founded—concern that phasing would not be efficient or fair to Plaintiffs here.)

In contrast to Plaintiffs' detailed and well-supported discussion in their Motion of the serious inefficiencies and consequences that phasing will bring, Defendants only present speculation, unsupported assertions, and bizarre and unfair accusations when attempting to rebut Plaintiffs' arguments. For a number of Defendants' various contentions, no support is offered at all. For instance, Defendants speculate that perhaps only one NRCP 30(b)(6) deposition will be needed for each Defendant here in Phase I of discovery. As detailed in the undersigned's supporting declaration,

however, there is good reason to believe that Defendants are simply wrong. Of the NRCP 30(b)(6) depositions taken so far, at least one has required the deposition of two different individuals (Bounlet Louvan and David Owen for QLS) in Phase I alone, and Plaintiffs expect the NRCP 30(b)(6) depositions for MTC in Phase I to similarly require the depositions of at least two individuals. Boylan Reply Declaration, at ¶ __. Additional depositions of other witnesses in Phase I have been and will be required, including depositions of current and former employees of Defendants. For at least some of these witnesses, as indicated by the Commissioner, it may be necessary to depose them again in Phase II (or Phase III) of discovery if phasing continues to be imposed. *Id.* at ¶ __. Defendants effectively concede that additional NRCP 30(b)(6) depositions will be needed in subsequent phases of discovery, and ignore the fact that such depositions will require—unnecessarily—counsel for the parties, many of whom have offices outside Nevada, to travel repeatedly to Nevada or to or within other states for each deposition.

Defendants' assertion that the scope of discovery on the named Plaintiffs is narrow is misleading and inaccurate insofar as it begs the question at issue: whether the scope should be so narrow in the first place. As Plaintiffs explain in their moving papers—and as Defendants ignore—there is no narrow, likely dispositive issue in this case that can be resolved without extensive discovery, not only as to Defendants' dealings with the named Plaintiffs themselves but also as to Defendants' business activities as collection agencies throughout the State of Nevada, per N.R.S. 649.020(1), and their dealings with Nevada members of the putative class. Despite Defendants' suggestions to the contrary, whether Defendants' conduct constituted collection agency activities under N.R.S. 649.020(1) and whether Plaintiffs have sustained damages—the two issues identified by Defendants in their prior moving papers—are not narrow legal issues that can be efficiently resolved with minimal discovery.

Defendants also inexplicably fail to address the Commissioner's repeated

comments—cited in Plaintiffs' moving papers and herein—that phasing discovery in this case is not truly efficient and her suggestions that she only recommended phasing because she felt constrained or obliged to follow what she believed to be Judge Scann's rulings on the issue. *See, e.g.*, **Exhibit "24"** at 14:12-24; 24:3-11 [DISCOVERY COMMISSIONER: "Maybe this case doesn't lend itself to that [i.e., phasing of discovery]. Maybe I just need to give you one set of deadlines and you do whatever you feel is best. But I was trying to be prudent. I was trying to honor what I believe was prudent on Judge Scann's part to address the legal issues first."]; **Exhibit "25"** at 100:24-101:3 [DISCOVERY COMMISSIONER: "Well, I'll tell you how we could really be efficient, but you don't want to hear it. . . . *We just don't phase discovery*. That's how we be efficient."][emphasis added].

Defendants' accusation that Plaintiffs have been the "source of delay in this case" is illogical and simply bizarre. Defendants' apparent evidence for their assertion is that Plaintiffs' counsel previously asked that the deadline for Phase I discovery be extended from November 1, 2016, the date originally set by the Commissioner, to March 2017. Defendants seemingly ignore the fact that Plaintiffs have been diligently pursuing discovery in this case from their earliest opportunity to do so back in May 2016. That Plaintiffs requested more time to conduct Phase I discovery—a request that the Commissioner granted last month—is largely due to the fact that Defendants have repeatedly and inexcusably obstructed discovery at every turn for months so far.

Defendants' discovery misconduct has required Plaintiffs to bring no less than 11 motions to compel thus far. Of those motions to compel heard thus far, the Court has granted each of them at least in part; the remainder (two) were withdrawn by Plaintiffs after opposing counsel belatedly agreed to supplement their responses in line with the Commissioner's rulings on Plaintiffs' other motions. A significant portion of the parties' disputes in discovery thus far has concerned the proper scope of discovery and whether particular requests fall within Phase I or a later phase of

discovery. Thus, to the extent that Plaintiffs have needed more time to conduct discovery, it is precisely because of the inefficiencies imposed by phasing of discovery, the disputes that inevitably arise as to the parameters of particular phases, and Defendants' own inexcusable discovery misconduct and violations of the Court's rulings and their discovery obligations under the Nevada rules of civil procedure.

Defendants' short discussion of class and merits discovery at p. 14 of their opposition brief is a further instance of Defendants' willful misstatement of Plaintiffs' positions and Defendants' begging of the very questions at issue. Through phasing of discovery, Defendants have attempted—thus far somewhat successfully—to deny Plaintiffs the discovery they need to prove the merits of their claims. Defendants have done so by first seeking imposition of a phasing protocol in which the "merits" of Plaintiffs' claims are adjudicated before "class" discovery is conducted; Defendants have then narrowly and self-servingly interpreted the parameters of discovery by asserting that particular requests call for class rather than merits discovery. As Plaintiffs have previously explained, the trouble is that what Defendants contend is "class discovery" involves information needed by Plaintiffs to show that Defendants were acting as unlicensed collection agencies in the State of Nevada during the relevant period and that Plaintiffs' claims therefore have merit. Defendants' assertion that they do not "seek[] to preclude class discovery" begs the question by assuming that Defendants' narrow and self-selective definition of class discovery is correct. Defendants similarly assume that "class" information—as narrowly defined by Defendants—is not needed by Plaintiffs to defeat Defendants' motions for summary judgment as to the named Plaintiffs' claims. As Plaintiffs have explained, however, evidence that Plaintiffs have contended is proper in Phase I of discovery has frequently fallen in the categories of evidence that Defendants contend is not.

To the extent that the Commissioner has had to rule on these disputes already thus far, it has at times agreed with Defendants in narrowly construing the scope of

Phase I of discovery, yet has also ordered Defendants to provide information that they have previously withheld based on their self-selective interpretations of relevance and the parameters of discovery. By way of example, Defendants have fought—and in the case of CRC and NDSC continue to fight—to prevent Plaintiffs from discovering the amounts received by Defendants as payments of their fees and costs for their business activities in the State of Nevada during the relevant period. The Court has ordered that such information be disclosed under NRCP 16.1, and properly so: evidence of the amounts Defendants received for their business activities is undoubtedly relevant to the nature and scope of their activities and whether those activities made Defendants collection agencies—questions that are undoubtedly germane in Phase I of discovery to the legal validity of Plaintiffs' claims here.

Knowing that the evidence against them is only mounting despite their discovery obstruction so far, Defendants' apparent scheme is to drag discovery out for as long as possible, deny—in defiance of Court order and Defendants' discovery obligations under the NRCP—Plaintiffs crucial evidence needed to support their claims by creating unnecessary and costly discovery disputes premised on Defendants' phasing protocol, and then attempt to defeat the named Plaintiffs' claims after Phase I of discovery is concluded by prematurely moving for summary judgment. Defendants thereby seek to strip the complaint of its class action allegations, bar all reasonable discovery needed, withhold important evidence, and quickly implode the case by obtaining premature summary judgment against the named representatives.

This is impermissible. The Court should not countenance this denial to Plaintiffs of the time and opportunity for critical discovery necessary for them to fully and conclusively prove the merits of the named Plaintiffs' claims against Defendants here. *See* NRCP 56(f); *see also Aviation Ventures, Inc. v. Joan Morris, Inc.* (2005) 121 Nev. 113, 117-119, 110 P.3d 59, 62-63 [district court abused its discretion in denying request for continuance pursuant to NRCP 56(f) of ruling on

motion for summary judgment so that opponent of motion could conduct discovery necessary to oppose the motion]; *Montag v. Venetian Casino Resort, LLC* (2015) 2015 Nev. Unpub. LEXIS 647.

4. Defendants Misunderstand or Mischaracterize the Importance of Putative Class Members as Percipient Witnesses in Phase I of Discovery

Based on their assertions in their opposition papers, Defendants apparently misunderstand or mischaracterize the importance of putative class members as percipient witnesses in Phase I of discovery. Plaintiffs do not contend that putative class members likely will be percipient witnesses to Defendants' conduct in their dealings with the named Plaintiffs (although, despite Defendants' assertions to the contrary, some of them may be). Rather, as explained in Plaintiffs' Motion, these individuals are percipient witnesses to Defendants' business activities in the State of Nevada, including Defendants' policies, practices, and procedures, which, as the Commissioner determined, are undoubtedly within the scope of Phase I of discovery.

These individuals are percipient witnesses to Defendants' actions and omissions in handling these witnesses' own debts or claims and Defendants' efforts to collect on the debts or claims, including their non-judicial foreclosures. For instance, Plaintiffs expect at least some of these individuals to be percipient witnesses to (1) telephone calls made or received by Defendants to these individuals in which Defendants sought to collect on claims or debts; (2) payments made by these individuals to Defendants as regular payment in whole or in part on defaulted debts; (3) negotiation by Defendants and preparation of forbearance agreements with individuals relating to their defaulted debts; (4) written communications, including debt validation notices, sent by Defendants to these individuals as part of Defendants' efforts to collect on their defaulted debts or claims; and (5) collections made by Defendants to achieve the reinstatement or pay-off of the defaulted debts. Thus, these other Nevada debtors/witnesses are expected to present evidence of specific

collection actions undertaken against each of them by each of the several Defendants, including debt validation correspondence, requests for payment on the defaulted loans, directions for how and where to submit payments to Defendants with respect to the defaulted loans, telephone communications of the Defendants regarding the defaulted loans, debt-reinstatement communications, pay-off communications with Nevada debtors regarding the defaulted loans, checks delivered to the Defendants with respect to the defaulted loans, including pay-off checks etc. These are among the many examples of collection agency activities these witnesses will show were in fact performed by the Defendants.

Such evidence establishes the validity of Plaintiffs' claims under the NRS 649.020(1) by showing, among other things, that Defendants' business activities in the State of Nevada required them to have collection agency licenses from the FID. Thus, as explained in Plaintiffs' Motion and in hearings before the Commissioner, these witnesses have critical information and documentation, i.e., important evidence, that is needed to defeat the numerous summary judgment motions anticipated from each of the Defendants, especially evidence that Defendants were generally engaged—as a "primary or a secondary object, business or pursuit"—in business activities as collection agencies in Nevada, per NRS 649.020(1). *See, e.g.*, **Exhibit "24"** at 19:20-20:20; 21:9-15; 32:11-19; 36:6-9; 41:22-42:18; 44:5-10; **Exhibit "25"** at 20:8-21:22; 60:4-61:7. Through these witnesses, Plaintiffs will be able to offer a broad range of additional people who can submit evidence in opposition to the anticipated summary judgment motions.

In order to do so, however, Plaintiffs must have—are entitled to under NRCP 16.1(a)(1)(A)—the names and contact information of these witnesses. *See, e.g.*, *Pioneer Electronics (USA), Inc. v. Superior Court* (2007) 150 P.3d 198, 205-206, 40 Cal.4th 360, 373; *Bartold v. Glendale Federal Bank* (2000) 81 Cal.App.4th 816, 836; *Doyon v. Rite Aid Corp.* (D. Me. 2011) 279 F.R.D. 43, 46-47; *Pirjada v. Superior Court* (Ct. App. 2011) 201 Cal.App.4th 1074, 1088 ["precertification discovery may

be allowed . . . to identify a substitute class representative in place of one who is not able to serve in that capacity, as well as to assist the lead plaintiff in learning the names of other individuals who might assist in prosecuting the action"]; *Hernandez v. Best Buy Co.* (S.D. Cal. Oct. 15, 2014) 2014 U.S. Dist. LEXIS 147630, at *24 ["In the context of a class action, disclosure of basic contact information for putative class members is 'common practice' and does not constitute a serious invasion of privacy, particularly when the Court determines that they may possess relevant discoverable information about class certification issues and the other allegations in plaintiff's Complaint."][quoting *Artis v. Deere & Co.* (N.D. Cal. 2011) 276 F.R.D. 348, 353]; *Mimms v. Advanced Clinical Empl. Staffing LLC* (N.D. Cal. May 9, 2014) 2014 U.S. Dist. LEXIS 65198, at *4-5 [allowing pre-certification discovery of putative class members' contact information because "[c]lass members are percipient witnesses who can provide anecdotal evidence about their experiences that likely is not captured in the written discovery produced by defendant and that may differ from the evidence available from defendant's witnesses"]; *see also Oppenheimer Fund, Inc.*, *supra*, 437 U.S. at 354 n.20 ["There may be instances where [class members' names and addresses] could be relevant to issues that arise under Rule 23 . . . or where a party has reason to believe that communication with some members of the class could yield information bearing on these *or other issues*."][emphasis added]; *Knaupf v. Unite Here Local 100* (D.N.J. Nov. 23, 2015) 2015 U.S. Dist. LEXIS 157710, at *15-16 [denying motion to limit discovery to named plaintiff's claims and noting that "both the Supreme Court and the Court of Appeals for the Third Circuit have held that the names and addresses of putative class members are discoverable"][citing *Hoffmann-La Roche Inc. v. Sperling* (1989) 493 U.S. 165, 170, and *Oppenheimer Fund v. Sanders* (1978) 437 U.S. 340, 354 n.20]. Indeed, partly for these reasons, "[m]ost judges are reluctant to restrict communications between the parties or their counsel and potential class members, except when necessary to prevent serious

misconduct." MANUAL FOR COMPLEX LITIGATION, FOURTH (2004) § 21.12 [citing *Gulf Oil Co. v. Bernard* (1981) 452 U.S. 89, 101-02].

As explained in Plaintiffs' Motion and in Plaintiffs' papers in opposition to Defendants' motions seeking bifurcation or phasing of discovery, concern that counsel may seek to identify additional class representatives is not a legitimate ground for limiting discovery. *See, e.g., Pirjada, supra*, 201 Cal.App.4th at 1088. There may be a number of legitimate reasons why it may be necessary or in the best interests of the putative or certified class to identify additional or substitute class representatives. "Generally, as pointed out by a federal appeals court, when a class representative is unable or unwilling to continue as the class representative, the court should permit class members an opportunity 'to substitute themselves as the class representative.'" *Dancer v. Golden Coin, Ltd.* (2008) 124 Nev. 28, 34, 176 P.3d 271, 275 [quoting *Birmingham Steel v. Tennessee Valley Authority* (11th Cir. 2003) 353 F.3d 1331, 1339]; *see also Shapell Industries, Inc. v. Superior Court* (Ct. App. 2005) 132 Cal.App.4th 1101, 1108-1110 [noting that "California courts recognize and preserve the rights of absent class members, even before the issue of certification has been determined" and affirming amendment to add new representative plaintiff appropriate where existing named plaintiff sought to be dismissed as a representative]; *La Sala v. American Sav. & Loan Ass'n* (1971) 5 Cal. 3d 864, 872, 489 P.2d 1113, 1117 ["If, however, the court concludes that the named plaintiffs can no longer suitably represent the class, it should at least afford plaintiffs the *opportunity to amend their complaint*, to redefine the class, *or to add new individual plaintiffs*, or both, in order to *establish a suitable representative*."][emphasis added]. Nevada's rules of civil procedure "involve a presumption class members are participants in the case *until* they 'opt out' *following class notice*." *Montag v. Venetian Casino Resort* (1st Jud. Dist. Ct. June 10, 2013) 2013 Nev. Dist. LEXIS 32, at *13 [emphasis added]; *see also Dancer, supra*, 124 Nev. at 31 n.2, 176 P.3d at 273 n.2 ["Nevada class action procedures under NRCP 23 . . . involve a presumption that

January 2016 because the federal court lacked subject matter jurisdiction. The appellate court earlier had reversed and vacated the trial court's prior decision dismissing my claims on their merits. To my knowledge, there has never been any final determination, or judgment, or dismissal on the merits of the claims asserted in that prior lawsuit against MTC. To my knowledge, there has never been any final dismissal with prejudice with respect any prior claims against MTC, and the federal district court order was reversed by the Appellate Court.

5. Other than this lawsuit, I have no pending case against MTC.

6. I have never had any intention of waiving, relinquishing, or abandoning any claims or damages I have against MTC, including any previously asserted in my prior litigation with Federal Home Loan Mortgage Corporation and MTC.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct and that this Declaration was executed in Reno, Nevada, on September 14, 2016.

Bijan Laghaei

Docket 73484 Document 2018-08211

EXHIBIT "I"

05/17/2012, 12:12:01, by Johnelle Gomez
[NOTIFICATION OF LITIGATION ACTION SENT TO LENDER VIA LPS AND EMAIL]

From: Johnnelle Gomez
Sent: Thursday, May 17, 2012 12:19 PM
To: 'mortgage.resolution.escalated.intake@bankofamerica.com'
Cc: 'Rebecca Kern'; 'Cindy Stock'; Matthew Tokarz
Subject: NV0938405-1 / New Litigation Filing

Borrower: Laghaei
Loan #: [redacted]

Good Afternoon,

Please find attached the Complaint naming BAC filed by the borrower (also uploaded into LPS). Per FHLMC Guidelines please provide authorization for our Attorney to represent BAC in the litigation action as our Attorney is Designated FHLMC Litigation counsel.

Thank you,

Providing Default Services in AZ, CA, ID, MT, NV, OR, TX & WA

Johnnelle Gomez
Paralegal
17100 Gillette Ave. Irvine, CA 92614
Tel: 949-252-8300 ext. 255
Fax: 949-752-7328
JGomez@TrusteeCorps.com

05/17/2012, 12:11:34, by Johnelle Gomez
[MC-NV'S PRIOR EMAIL ADVISES THEY WILL BE NOTIFYING FNLMC OF THE LITIGATION ACTION]

05/17/2012, 12:02:38, by Johnelle Gomez
[LITIGATION DOCS ESCALATED TO MATT TOKARZ FOR REVIEW]

05/17/2012, 11:48:26, by Johnelle Gomez
[EMT MC REQUESTING UD STATUS]

From: Johnnelle Gomez
Sent: Thursday, May 17, 2012 11:45 AM
To: 'Rebecca Kern'; Erin Allinder; Matthew Tokarz
Cc: Cindy Stock; Debbie Palce; Brandon Johnson; Audrey Bryan
Subject: RE: Bijan Laghaei Litigation

Hi Rebecca,

Thank you for the courtesy notification. TC has not been served and was not aware of the filing. Is this the same Terry Thomas we previously dealt with? Matt is out of the office today. After he's had a chance to review the Complaint we will be sending this over to Rick Reynolds to represent TC. Can you tell us the status of your eviction action? Rick will ask that we

include this information in our referral to his office.

Harmony: Please note there is now a litigation action affecting the property.

Thank you,

Providing Default Services in AZ, CA, ID, MT, NV, OR, TX & WA

Johnnelle Gomez
Paralegal
17100 Gillette Ave. Irvine, CA 92614
Tel: 949-252-8300 ext. 255
Fax: 949-752-7326
JGomez@TrusteeCorps.com

05/17/2012, 11:43:16, by Johnelle Gomez
[COURTESY NOTIFICATION FROM MC OF LITIGATION FILING BY BORROWER]

From: Rebecca Kern [mailto:RKern@mclaw.org]
Sent: Thursday, May 17, 2012 11:26 AM
To: Erin Allinder; Johnnelle Gomez; Matthew Tokarz
Cc: Cindy Stock; Debbie Paice
Subject: Bijan Laghaei Litigation
Importance: High

Good morning Trustee Corps.,

Our office is handling the eviction for the property located at 25 Winterberry Court, Reno, NV, f/k/a 25 Snowberry Circle, Reno, NV. Mr. Bijan filed an Answer and Counterclaim in the justice court eviction action. He has now filed Terry Thomas to represent him. Terry mail served me a Motion to Transfer case to District Court. Attached as an exhibit is a copy of the Complaint he filed in Nevada State District Court. He has named several defendants including TC. See attached. He has also filed a Motion to Consolidate.

I am not sure if any of the defendants have been properly served with the Complaint, but I wanted to get it to you just in case. We will be forwarding a copy of it to our Freddie Mac litigation paralegal contact to see if she wants us to accept service and remove the district court action to federal court and oppose the motion to consolidate.

In the meantime, I will be filing an Opposition to the Motion to Transfer in Justice Court.

Thanks,

Rebecca

FYI: I found the County Commissioner's minutes, wherein the commission formally changed the street name from Snowberry to Winterberry. See attached Minutes: page 28, entry 05-688.

12/20/2011, 17:43:57, by Amy Lemus

From: Amy Lemus
Sent: Tuesday, December 20, 2011 5:43 PM
To: Brandon Johnson; Lucy McCord; 'Teddy Francisco'
Cc: Support HE
Subject: RE: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 25 SNOBERRY CIRCLE RENO NV 89511

NV0938405-1 090206788

Do you have record of receiving my corrective TDUS

Amy Lemus
Trustee Sale Officer- Supervisor
NV Freddie Mac Unit
Trustee Corps/Malcolm Cisneros
17100 Gillette Avenue
Irvine, CA 92614
Phone: 949-252-8300 x 104
Fax: 949-752-0320
alemus@trusteecorps.com

Providing Default Services in AZ, CA, ID, MT, NV,OR, TX & WA

From: Brandon Johnson
Sent: Tuesday, December 20, 2011 3:02 PM
To: Amy Lemus
Cc: Support HE
Subject: RE: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 25 SNOBERRY CIRCLE RENO NV 89511

Hi Amy,

I know we talked about this one in passing the other day. I think you said you sent the corrective deed to be recorded. Have you received a conformed copy as of yet? I don't see one on the title company's website.

Thank you,

Brandon Johnson
Title Curative Department
Harmony Escrow, Inc. . | 17100 Gillette Avenue | Irvine, CA 92614
Tel: 949-660-0050 ext 188 | Fax: 949-660-1051
For faster service, please email
bjohnson@harmonyescrow.com

For escalated matters contact:
Audrey Bryan(Escrow Manager) abryan@harmonyescrow.com

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person other than the intended recipient is not intended to waive any right or privilege. If you have received this message in error, please promptly notify the sender by e-mail and immediately delete this message from your system.

From: Brandon Johnson
Sent: Wednesday, December 07, 2011 11:32 AM
To: Amy Lemus
Cc: Support HE
Subject: 2ND REQUEST RE: CORRECTIVE TDUS NEEDED ASAP! NV0938405-1 / 891888 25 SNOBERRY CIRCLE RENO NV 89511

Hello Amy,

Please have a corrective TDUS recorded to correct the vesting. The current vesting on the TDUS reads as Federal Home Loan Mortgage Company. Correct vesting should be Federal Home Loan Mortgage Corporation.

Thank you.

Brandon Johnson
Title Curative Department

10/12/2011, 13:25:38, by Johnelle Gomez
[NO ACTIVE LITIGATION AT THIS TIME]

10/06/2011, 13:36:43, by Douglas Nunez
LITIGATION CASE OPENED IN CASE AWARE NV09002845-11

07/13/2011, 14:06:04, by Jim Reynolds
assdt attached, tdus sent to record

06/17/2011, 16:27:47, by Amy Lemus
From: Amy Lemus
Sent: Friday, June 17, 2011 4:27 PM
To: 'tadamson@greenrivercap.com'
Cc: Omar Reynosa
Subject: RE: Legal Description Needed NV NV0938405-1

See TSG, it looks like it was Snowberry on DOT but is now Winterberry.

Amy Lemus
Trustee Sale Officer- Supervisor
NV Freddie Mac Unit
Trustee Corps/Malcolm Cisneros
17100 Gillette Avenue
Irvine, CA 92614
Phone: 949-252-8300 x 104
Fax: 949-752-7245
alemus@trusteecorps.com

Freddie Mac Designated Counsel in AZ, CA & NV
Fannie Mae Designated Counsel in AZ & CA
Providing Default Services in AZ, CA, ID, MT, NV,OR, TX & WA

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From: Omar Reynosa
Sent: Friday, June 17, 2011 12:33 PM
To: Amy Lemus
Subject: Legal Description Needed

Tammy called in to verify Address and requested a copy of the legal description. Thanks!

tadamson@greenriverecap.com - (801) 466-3215 : Tammy Adamson

Omar Reynosa

06/14/2011, 12:24:38, by Rosa Velasquez

Trustee Corps
Re: Sale Results
Priority No.: 8166852

Attn: Foreclosure Department
Your T.S. Number NV0938405-1 reverted back to the beneficiary on 06/14/2011 in the county of Washoe, NV at 11:00AM

Sale Conducted at: 12:15 PM

for the amount of $288,326.00.

No. of Witnesses Present: 15

06/14/2011, 11:49:19, by Rosa Velasquez

BID RELEASED / MI
NV0938405-1 8166852 BID LOW $279,304.12 HIGH $341,375.15 ($1,000.00 INCREMENTS) ..... CLEAR Washoe, NV 11:00 AM 11:00 AM

TOTAL DEBT $341,375.15

06/11/2011, 08:44:00, by Bukeka Anderson

FC_Postponement_Notification : DOF : Melissa Ason, Bank of America : 5/10/2011 11:00:00 AM
User has completed the Post_Dtl data form with the following entries:
Instructions: : Postpone as Borrower is in the 2nd Look process
Timeframe: : 30 days

04/27/2011, 09:25:16, by Cecilia Lara

ATTY'S FEE 700.00
TSG 1,325.89
MAILINGS & RECORDINGS COST 905.50

POSTING & PUBLICATION COST 1,815.00
TOTAL 4,648.39
GOOD THROUGH DATE 5/10/2011
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

04/26/2011, 09:41:13, by Bukeka Anderson
FC_Postponement_Notification : DDF : Victoria Buencamino, Bank of America : 4/18/2011 5:48:00 PM
User has edited the Post_Dtl Data Form with the following entries:
- Timeframe: Please postpone the 4/25/2011 for 15 days as we do not have information that all Loss Mitt efforts have been exhausted. Please be sure to update the new sale date and re-launch the HAMP Sale process as previously instructed.

04/18/2011, 12:40:47, by Vini Amezcua
hamp sale process was not completed

03/23/2011, 12:22:58, by Ernie Aguilar
OrderPubDateDown deadline changed from 06/15/2009 to 03/23/2011.

03/23/2011, 12:22:45, by Ernie Aguilar
SetSaleProcess deadline changed from 05/16/2009 to 03/23/2011.

01/19/2011, 09:45:11, by Jessica Juarez
NO HOLD IN LPS RELEASED HOLD.

07/09/2010, 08:09:53, by James Matthews
BPI Notification
[redacted] DELAY - Other OK / follow up 7/23/2010.

06/04/2010, 10:06:04, by Kelly Schnell
DATE: 6/4/2010

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
REINSTATEMENT DEMAND

Payments	$ 47,977.20
Late charges	$ 224.46
Inspections	$ 255.00
Suspense Balance	$ (20,510.00)

Sub-Total fees due Beneficiary: $ 27,946.66

Sub-Total foreclosure fees/costs due Trustee: $ 3,299.89

TOTAL amount due to REINSTATE loan: $31,246.55

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

[Please note the following:]

THIS STATEMENT EXPIRES ON: 7/2/2010 @ 3:00p.m.

05/03/2010, 10:38:24, by Dominic Barrera
Billed & Paid:
Billed not paid:
Outstanding Fees: 550.00
Outstanding Costs: 2,749.89

TOTAL FEES & COSTS: 3,299.89
Good through date: 7/2/2010
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

05/04/2010, 11:30:36, by Pedro Garza
[redacted] DELAY - Other OK

04/22/2010, 13:11:47, by Kelly Schnell
DATE: 4/22/2010

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
REINSTATEMENT DEMAND

Payments	$ 43,179.48
Late charges	$ 224.46
Inspections	$ 240.00
Suspense Balance	$ (20,510.00)

Sub-Total fees due Beneficiary: $ 23,133.94

Sub-Total foreclosure fees/costs due Trustee: $ 3,299.89

TOTAL amount due to REINSTATE loan: $26,433.83

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

MTC000105

[Please note the following:]

THIS STATEMENT EXPIRES ON: _5/14/2010____@__3:00p.m._

04/19/2010, 08:17:52, by Israel Cervantes

ATTY'S FEE 550.00
TSG 1,325.89
MAILINGS & RECORDINGS COST 595.00
POSTING & PUBLICATION COST 829.00
TOTAL 3,299.89
GOOD THROUGH DATE 5/14/2010
**** Please note that this is an estimate of the fees and costs and may be subject to change. ****

02/01/2010, 11:01:08, by Natalie Resendiz

From: Natalie Resendiz
Sent: Monday, February 01, 2010 11:01 AM
To: 'Simon, Alan M'; Carey, Stephen M
Cc: Thomas, Rachel V
Subject: RE: nv0938405-1/ loan [redacted]25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Rachel,
Forbearance funds in the amount of $19,810.00 have been resent to the Newark office through fed ex tracking # 7863-5140-0167. Please advise your cashiering department to accept funds. Thank you!

Alan:

Thank you for assisting me with this forbearance issue.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

02/01/2010, 10:52:43, by Natalie Resendiz

Per bank of americas instructions resend funds attached copy of forbearance agreement

fed ex 798351400167

check 40798

amount $ 19810.00

02/01/2010, 10:50:14, by Natalie Resendiz

From: Simon, Alan M [mailto:alan.m.simon@bankofamerica.com]
Sent: Monday, February 01, 2010 10:45 AM
To: Natalie Resendiz; Carey, Stephen M

Cc: Thomas, Rachel V
Subject: FW: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

To: Stephen M Carey,

Thank you for taking the time and speaking with about this loan. Per our conversation, You are going to assign this loan to Thomas, Rachel V. I have enclosed copy of the the forbearance agreement with the law firm. I have also enclosed a copy of the check that the law firm will re-mail to the Newark payment dept.

To: Thomas, Rachel V

If you have question about this laon please feel free to contact the law firm.

To: Natalie Resendiz,

For all future loans with Forbearance agreements Stephen M Carey is point of contact. Also contact the foreclosure tech.

Alan M Simon
MLO-Sr Foreclosure Specialist
Pre-Sale Foreclosure
805-956-3857 Direct
alan.m.simon@bankofamerica.com
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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Thursday, January 28, 2010 1:55 PM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghael
Alan,

Please see attached Forbearance agreement and check in the amount of $19,810.00 that was forwarded to bank of America on behalf of the borrower. Thanks

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

01/28/2010, 17:38:09, by Horacio Montoya

From: Natalie Resendiz
Sent: Thursday, January 28, 2010 1:55 PM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Alan,

Please see attached Forbearance agreement and check in the amount of $19,810.00 that was forwarded to bank of America on behalf of the borrower. Thanks

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ. Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0
Ryan Newman, Sales and Postponments: rnewman@trusteecorps.com
Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Simon, Alan M [mailto:alan.m.simon@bankofamerica.com]
Sent: Thursday, January 28, 2010 12:02 PM
To: Natalie Resendiz
Subject: RE: nv0838405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Per our conversation, you are going to send me a new e-mail with the customers forbearance agreement.

Alan M Simon
MLO-Sr Foreclosure Specialist
Pre-Sale Foreclosure
805-955-3857 Direct
alan.m.simon@bankofamerica.com
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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Thursday, January 28, 2010 11:38 AM
To: Luna, Teresa; Simon, Alan M
Subject: RE: nv0838405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael
Alan,

Is there any update on funds that were returned to us in the amount of $19810.00. we need to get this issue resolved borrower is calling in regarding funds. Please advise as soon as possible thank you!

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612

Fannie Mae Retained Counsel in CA & AZ. Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
** Please send all Postponement Requests to postponementrequest@trusteecorps.com **
** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

Ryan Newman, Sales and Postponments: rnewman@trusteecorps.com
Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Luna, Teresa [mailto:teresa.luna@bankofamerica.com]
Sent: Monday, January 25, 2010 10:09 AM
To: Simon, Alan M
Cc: Natalie Resendiz
Subject: FW: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Importance: High

Alan,

This appears to have been your file before it went into MHA review. Please see email below from attorneys office.

Have a beautiful day,

~Teresa Luna~
MLO-Loan Svcs Specialist
LP-FC PRESALE PL
805-955-3884 Office 1757 TapoCanyon Road
Mail stop: CA6-919-01-17
Simi Valley, CA, 93065

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From: Natalie Resendiz [mailto:nresendiz@trusteecorps.com]
Sent: Monday, January 25, 2010 9:38 AM
To: Luna, Teresa
Subject: RE: nv0838405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Importance: High

Teresa,

Can you please help me with the issue below regarding funds returned to us from bank of America? Nobody has responded the below email and we need to resolve this issue can you please forward to the correct contact. Thank you!
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
2112 Business Center Drive
2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
** Please send all Bid Instructions to salebids@trusteecorps.com **
Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0

Ryan Newman, Sales and Postponments: rnewman@trusteecorps.com
Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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From: Horacio Montoya
Sent: Thursday, January 21, 2010 3:11 PM
To: 'Porter, Jennifer'; Simon, Alan M; jennifer.wall@bankofamerica.com
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Can you please provide me email contact for Jennifer Porter?

Please advise.

Thank you!

From: Porter, Jennifer [mailto:jennifer.porter@bankofamerica.com]
Sent: Thursday, January 21, 2010 11:58 AM
To: Horacio Montoya; Simon, Alan M; jennifer.wall@bankofamerica.com
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

This email was sent to me in error. Not sure if you need to send it to another Jennifer Porter.

Thank you.
Jennifer Porter
Bank of America Home Loans
MLO - Senior Loan Service Specialist
Home Retention Department
P: 866-788-6495 x 8989
F: 972-498-8687
jennifer.porter@bankofamerica.com

From: Horacio Montoya [mailto:hmontoya@truslecorps.com]
Sent: Thursday, January 21, 2010 10:14 AM
To: Simon, Alan M; Porter, Jennifer; 'jennifer.wall@bankofamerica.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei
Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7968-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,760.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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** Please send all Cancellation, Stop Foreclosure & Close & Bill Requests to stopforeclosure@trusteecorps.com **
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Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
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01/28/2010, 15:24:23, by Natalie Resendiz

CALLED TO FOLLOW UP WITH ALAN SIMON FROM BANK OF AMERICA AFTER FORWARDING HIM COPY OF FORBEARANCE AGREEMENT AND COPY OF CHECK THAT WAS RETURNED TO US IN THE AMOUNT OF $19,810.00. HE IS GOING TO REQUEST ASSISTANCE FROM HIS MANAGER AND HE IS GOING TO GET BACK WITH A RESPONSE FOR ME REGARDING WHERE I HAVE TO FORWARD CHECK TO AND HE WILL NOTIFY THEM WE SET UP ORIG FORBEARANCE AGREEMENT AND FUNDS NEED TO BE ACCEPTED.

01/28/2010, 14:59:18, by Horacio Montoya

From: Horacio Montoya
Sent: Thursday, January 28, 2010 2:59 PM
To: Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

Did you still want me to follow up since you spoke to Alan. I see this in fps notes.

Please advise.

Thank you.

From: Natalie Resendiz
Sent: Thursday, January 28, 2010 11:34 AM
To: Horacio Montoya
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghael

I am still holding funds in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
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From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofamerica.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $18,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7988-6707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7988-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300

Fax (949) 252-8330
nresendiz@trusteecorps.com

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01/28/2010, 11:37:46, by Natalie Resendiz

Called alan simon from bank of america to follow up why funds were returned in the amount of $19810.00 check # 40798. He is researching to see why the funds are returned. Only information he has was that the customer was on a mha review program. alan asked me to send him a copy of the forbearance agreement and the amount that was returned from bank of america he is going to research the issue.

01/26/2010, 13:57:44, by Horacio Montoya

From: Natalie Resendiz
Sent: Tuesday, January 26, 2010 10:23 AM
To: Simon, Alan M
Cc: Horacio Montoya
Subject: FW: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei * 2nd request**

MTC000118

Alan,

Can you please advise status of funds that were returned to us? Thank you!

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofameirca.com'

Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted] /25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. If you have any questions please let me know. Please accept the funds and apply to borrowers account.

Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 8:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7968-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us

from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $18610.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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01/21/2010, 08:14:32, by Horacio Montoya

received return funds in the amount of $19810.00 and requested servicer to accept forbear. funds.

From: Horacio Montoya
Sent: Thursday, January 21, 2010 8:14 AM
To: 'alan.m.simon@bankofamerica.com'; 'jennifer.porter@bankofamerica.com'; 'jennifer.wall@bankofamerica.com'
Cc: Michelle Diggs; Jessica Juarez; Natalie Resendiz
Subject: RE: nv0938405-1/ loan [redacted]/25 SNOWBERRY CIRCLE RENO, NV 89511/laghaei

Hello- This is the 3rd time that funds are returned to our office.

Can anyone assist me on this file? Attached is borrowers executed forbearance agreement and attached returned funds in the amount of $19,810.00 on 1/20/10

Please see below and advise.

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Thank you

Have a great day!

From: Ivy Le
Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7988-6707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

MTC000122

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

From: Natalie Resendiz
Sent: Wednesday, January 20, 2010 2:26 PM
To: Horacio Montoya; Michelle Diggs; Jessica Juarez
Subject: nv0938405-1/ loan [redacted]

Funds Returned in the amount of $19810.00
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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Clarisa Gastelum, Support: cgastelum@trusteecorps.com
Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com
Robert Rueias, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rueias@trusteecorps.com
David King, Associate General Counsel (Trustee Corps and Harmony Escrow) dking@trusteecorps.com
Audrey Bryan, Escrow Manager (Harmony Escrow) abryan@harmonyescrow.com
Rande Johnsen: Director (rjohnsen@trusteecorps.com)

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01/04/2010, 12:38:14, by Michelle Diggs
LOSS MIT PROCESS

Bijan stated that his funds are bein returned again. he has not rec'd any funds back. he will contact the lender to see where the funds are. I let him know that he needs to find out wehere the funds were sent because this needs t get sent to the lender to get resolved. he will contact me.

11/03/2009, 14:07:14, by Dominic Barrera
11/16/2009 700.00 2,849.89 3,549.89

10/21/2009, 17:07:01, by Ivy Le

From: Natalie Resendiz
Sent: Wednesday, October 21, 2009 4:15 PM
To: Ivy Le; 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Michelle Diggs
Subject: RE: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

FUNDS SENT TO LENDER

FED EX TRACKING 797040850274

Date: 10/21/09

Bank Of America Home Loans
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

Trustee Sale #: NV0938405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check #40788 in the amount of $19,810.00 representing funds being paid towards the defaulted amount as part of the enclosed agreement. An invoice has been submitted through newinvoice.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions please do not hesitate to call.

Sincerely,

Natalie Resendiz
Accounting Department

Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

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Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
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2nd Floor - Suite 201
Irvine, CA 92612
Fannie Mae Retained Counsel in CA & AZ Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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Ivy Le, Loss Mitigation: ile@trusteecorps.com
Juan Carrillo, VP, Default Operations (Trustee Corps) (jcarrillo@trusteecorps.com)
Gloria Juarez, Accounting Manager (Trustee Corps and Harmony Escrow) gjuarez@trusteecorps.com

10/21/2009, 15:34:23, by Natalie Resendiz
FUNDS SENT TO LENDER

FED EX TRACKING 797040850274

Date: 10/21/09

Bank Of America Home Loans
400 Countrywide Way
MS SV-35
Simi Valley, CA 93065

Trustee Sale #: NV0838405-1
Loan #: [redacted]
Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN
Property: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

Dear Client:

Attached is a Forbearance Agreement our office prepared in which the borrower has entered into agreement. Our check #40758 in the amount of $19,810.00 representing funds being paid towards the defaulted amount as part of the enclosed agreement. An invoice has been submitted through newinvoice.

We sincerely appreciate the opportunity to work with you and look forward to doing so in the future. If you have any questions please do not hesitate to call.

Sincerely,

Natalie Resendiz
Accounting Department

10/20/2009, 18:17:28, by Ivy Le

From: Ivy Le

Sent: Tuesday, October 20, 2009 6:17 PM
To: 'Wall, Jennifer - 2'
Cc: Alan M Simon; Amy Lemus; Natalie Resendiz; Michelle Diggs
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Hi there,

Trustee Corps had placed borrower in a forbearance agreement back in August with a good faith deposit of $8,500.00. Funds and the original forbearance agreement were sent to your office via fed ex tracking 7968-5707-1640 in the amount of $8,500.00 - per our accounting department, the $8,500.00 check was never cashed and applied. Besides, borrower's September payment was returned to him.

Please note that we are Freddie Mac Designated Counsel, we are authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans. Furthermore, Funds in the amount of $8,500.00 and borrower's September, October and November will be forwarded to your office as well along with a copy of the agreement.

Natalie, please stop payment on the original check in the amount of $8,500.00 sent on 8/12/2009 tracking number 7968-5707-1640 and reissue a check for the same amount of $8,500.00 + $11,310.00 (September, October, and November payments, $3,769.71 per payments) to Bank of America. Please include a copy of the signed agreement as well.

Thank you!

Ivy

From: Natalie Resendiz
Sent: Tuesday, October 20, 2009 11:40 AM
To: Ivy Le
Subject: NV0938405-1/ LOAN [redacted] LAGHAIN, BIJAN

Funds received in the amount of $11310.00
I have the file please advise what to do from here. The stop payment was placed on the check that was never returned to us from bank of America.
Thanks,

Natalie Resendiz
Accounting Department
TRUSTEE CORPS
Tel (949) 252-8300
Fax (949) 252-8330
nresendiz@trusteecorps.com

10/19/2009, 11:12:00, by Ivy Le
need to verify where borrower's good faith deposit is in the amount of $8300.00

From: Ivy Le
Sent: Monday, October 19, 2009 11:14 AM
To: 'Wall, Jennifer - 2'
Cc: 'Wilson, Michael J'
Subject: FW: LAGHAEL: [redacted] NV0938405-1

Hi there,

I am unable to reach Alejandra... can someone assist?

Thank you!

Ivy

From: Ivy Le
Sent: Monday, October 19, 2009 11:12 AM
To: 'alejandra_aldana@countrywide.com'
Subject: LAGHAEI, [redacted] NV0938405-1

Hi there Alejandra,

Please advise if your office had rec'd a check from Trustee Corps in the amount of $6300 and if funds were applied?

Please advise,

Thank you!

Ivy

Ivy Le
Loss Mitigation Supervisor
Trustee Corps/Harmony Escrow
30 Corporate Park, Ste 400
Irvine, CA 92606
949-252-8300 ext 285
949-752-0320 Fax
ile@trusteecorps.com
Hours of Operation (8am-5pm PST)

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2112 Business Center Drive
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Irvine, CA 92612
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Back up Associate: Publication Supervisor, Carlos Quezada 949-252-8300 cquezada@trusteecorps.com
Sales Supervisor:Ryan Newman rnewman@trusteecorps.com
Supervisor: VP,Default Operations: Juan Carrillo 949-252-8300 ext 170 jcarrillo@trusteecorps.com
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Robert Ruelas, Marketing and Client Manager (Trustee Corps and Harmony Escrow) rruelas@trusteecorps.com
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10/19/2009, 11:04:08, by Ivy Le

SPOKE TO BORROWER: SAID HE WILL BE SENDING IN THE SEPT, OCT AND NOVEMBER PAYMENTS TOMORROW : HE WILL FAX US A COPY OF THE CHECK AND A TRACKING NUMBER AS WELL. WAITING FOR NATALIE TO VERIFY IF BOA HAD CASHED THE GOOD FAITH DEPOSIT OF 8300 SENT IN AUGUST. NEED TO FIND OUT WHERE THAT CHECK IS.

10/19/2009, 10:40:57, by Ivy Le

BOA RETURNED BORROWER'S PAYMENT BACK TO HIM.. FILE STAYS ON HOLD DUE TO REPAYMENT: PER BORROWER HIS 8300 WAS NOT RETURNED TO HIM. NEED TO VERIFY W/ NATALIE TO SEE WHERE THE FUNDS ARE.
NEED TO VERIFY HIS SEPT AND OCT PAYMENT..

10/19/2009, 10:36:29, by Amy Lamus

Per Ivy borrower has been making payments take off calendar. She is going to place back on hold.

10/19/2009, 10:32:08, by Michelle Diggs

From: B I J A N [mailto[redacted]
Sent: Saturday, October 17, 2009 3:07 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

WHERE IN THE FORBEARANCE AGREEMENT DOES IT SAY THAT PERSONAL CHECK IS NOT ACCEPTED.....

CALL ME AND LET ME KNOW WHAT IS GOING ON.....

I-THINK THE PROBLEM IS WITH THE $ 700.00 ISSUE.....

PLEASE ADVICE ACCORDINGLY.....

MY CELL... [redacted]

THANKS

BIJAN
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Friday, October 16, 2009 8:21 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

The fax you sent in looks like it might have been a personal check. They do not accept personal checks for forbearance agreements. Do you want to get on another repayment plan? This would have to be done all over again and the figures would have to be re-requested. Please advise Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)

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Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
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Irvine, CA 92606
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From: B I J A N [mailto:[redacted]
Sent: Friday, October 16, 2009 1:08 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE RE-FAXED IT.....AROUND 8:30 PM
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'

Sent: Thursday, October 15, 2009 6:24 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

It's the same number. Please fax and call me right after. We get faxes ALL DAY. It's hard for me to find one paper in between thousands of documents. Please call me and gge through to anybody here when you re-fax. Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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From: B I J A N [mailto[redacted]
Sent: Thursday, October 15, 2009 5:35 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT TWICE TO 949-752-0320.....I-HAVE PROOF (VERIFICATION) THAT FAX WAS SENT

DO YOU WANT ME TO FAX IT AGAIN....

WHAT IS YOUR NEW FAX NUMBER ??????

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Wednesday, October 14, 2009 6:36 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan ,

As stated to you before I have not rec'd your fax. Will you be able to send the proof that your funds were rejected asap. do you want to continue with a new forbearance agreement? Please advise. Thank you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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notify the sender by e-mail and immediately delete this message from your system.

From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 4:44 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT .....
----- Original Message -----
From: Michelle Digga
To: 'B I J A N'
Sent: Monday, October 05, 2009 9:10 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Yes,

Would you be able to scan it over to me?

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 9:12 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-AM RE-FAXING IT.....

YOUR OFFICE IS TELLING ME THAT YOUR FAX # IS 949-752-0320

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Friday, October 02, 2009 8:43 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Can you please resend it. I have not rec'd it. Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
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Rande Johnsen, Director (rjohnsen@trusteecorps.com)

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From: B I J A N [mailto:[redacted]
Sent: Thursday, October 01, 2009 12:47 PM
To: Michelle Diggs
Subject: Fw: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

YESTERDAY, I-FAXED A COPY OF BANK OF AMERICA'S LETTER + MY CK THAT I-HAVE SENT TO THEM, TO YOU ...

I-FAXED IT TO 949-252-8330.....

THANKS

----- Original Message -----
From: B I J A N
To: Michelle Diggs
Sent: Sunday, September 27, 2009 1:51 PM
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

THANKS

BIJAN
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Thursday, September 24, 2009 7:47 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

I will look into this and get back to you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)

Offices in California Nevada Arizona
Trustee Corps (Freddie Mac and Fannie Mae Processing Office)
30 Corporate Park, Ste 400
Irvine, CA 92606
Fannie Mae Retained Counsel in CA & AZ. Freddie Mac Designated Counsel in AZ,CA & NV
Default services in CA, NV, AK, AZ, CA, ID, MT, NV, OR, HI, TX & WA
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Additional contact people and escalation for contacts:
To reach an operator call 949-252-8300 and press 0
Supervisor: Ivy Le (949) 252-8300 ext 285 e-mail ile@trusteecorps.com
Back up Associate: Jessica Juarez (949) 252-8300 Ext 276 jjuarez@trusteecorps.com
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From: B I J A N [mailto:[redacted]
Sent: Thursday, September 24, 2009 2:15 PM
To: Michelle Diggs
Subject: Fw: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

MY CELL [redacted]

----- Original Message -----
From: B I J A N
To: Michelle Diggs
Sent: Thursday, September 24, 2009 2:10 PM
Subject: LOAN NO [redacted] BIJAN LAGHAEI

MICHELLE:

PER OUR CONTRACT AGREEMENT I-HAVE SENT A CK FOR THE AMOUNT OF $ 3769.71 TO BANK OF AMERICA

I-JUST RCVD. THE CK BACK AND A LETTER DATED SEPT. 14, 2009

IN THE LETTER IT SAYS: " THE AMOUNT REMITTED DOES NOT REPRESENT THE TOTAL DUE. "

IN THE FORBEARANCE AGREEMENT ON PAGE - 2 (TOP OF THE PAGE ITEM - 2) THE AGREERED AMOUNT IS $ 3769.71

WHAT IS GOING ON.....WHAT DO-YOU WANT ME TO DO...????

10/19/2009, 10:16:42, by Michelle Diggs
10531.00

10/19/2009, 08:50:08, by Pamela Hodge
REINSTATEMENT DEMAND SENT OUT
DATE: 10/19/2009

BE ADVISED A SALE DATE HAS BEEN SET FOR THIS PROPERTY-PLEASE CONTACT OUR OFFICE 1 DAY IN ADVANCE BEFORE OVERNIGHTING A CASHIER'S CHECK TO OUR OFFICE.

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: [redacted]

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0938405-1
LOAN #: [redacted]
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,
Date: 10/19/2009 T.S. #: NV0938405-1 Loan #: [redacted] Beneficiary: Bank Of America Home Loans Trustor(s): BIJAN LAGHAEI, AN UNMARRIED MAN

REINSTATEMENT DEMAND

Payments	$ 26,387.46
Late charges	$ 224.46
Property Inspections	$ 135.00
Suspense/Partial payment	$ (700.00)
Sub-Total fees due Beneficiary:	$ 26,046.92

Sub-Total foreclosure fees/costs due Trustee: $ 3,889.00

TOTAL amount due to REINSTATE loan: $ 29,935.92

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

[Please note the following:]

THIS STATEMENT EXPIRES ON: 10/19/09 @ 3:00p.m.

10/17/2009, 16:32:15, by Michelle Diggs
SALES TEAM

PLEASE DO NOT SELL PROPERY BORROWER WITHOUT CONTACTING LOSS MIT -THANK YOU

10/16/2009, 08:29:57, by Michelle Diggs
E-MAILED BORROWER ASKED HIM IF HE WANTS US TO PREPARE FORBEARANCE AGREEMENT AGAING. WAITING FOR HIM TO GET BACK TO ME.

From: Michelle Diggs
Sent: Friday, October 16, 2009 8:22 AM
To: 'B I J A N'
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan,

The fax you sent in looks like it might have been a personal check. They do not accept personal checks for forbearance agreements. Do you want to get on another repayment plan? This would have to be done all over again and the figures would have to be re-requested. Please advise Thank you!

Michelle Diggs
Loss Milligation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)
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From: B I J A N [mailto:[redacted]
Sent: Friday, October 16, 2009 11:08 AM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE RE-FAXED IT.....AROUND 6:30 PM
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Thursday, October 15, 2009 6:24 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

It's the same number. Please fax and call me right after. We get faxes ALL DAY. It's hard for me to find one paper in between thousands of documents. Please call me and gge through to anybody here when you re-fax. Thank you!

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
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From: B I J A N [mailto:[redacted]
Sent: Thursday, October 15, 2009 8:35 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT TWICE TO 949-752-0320.....I-HAVE PROOF (VERIFICATION) THAT FAX WAS SENT

DO YOU WANT ME TO FAX IT AGAIN.....

WHAT IS YOUR NEW FAX NUMBER ??????

----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Wednesday, October 14, 2009 6:36 PM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

Bijan ,

As stated to you before I have not rec'd your fax. Will you be able to send the proof that your funds were rejected asap. do you want to continue with a new forbearance agreement? Please advise. Thank you.

Michelle Diggs
Loss Mitigation
Trustee Corps/Harmony Escrow (Company)
2112 Business Center Dr. Ste #120
Irvine, CA 92612
949-252-8300 Ext 220
949-752-0320 Fax
MDiggs@trusteecorps.com
Hours of Operation (8am-5pm PST)
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From: B I J A N [mailto:[redacted]
Sent: Monday, October 05, 2009 4:44 PM
To: Michelle Diggs
Subject: Re: LOAN NO [redacted] BIJAN LAGHAEI

I-HAVE FAXED IT
----- Original Message -----
From: Michelle Diggs
To: 'B I J A N'
Sent: Monday, October 05, 2009 9:10 AM
Subject: RE: LOAN NO [redacted] BIJAN LAGHAEI

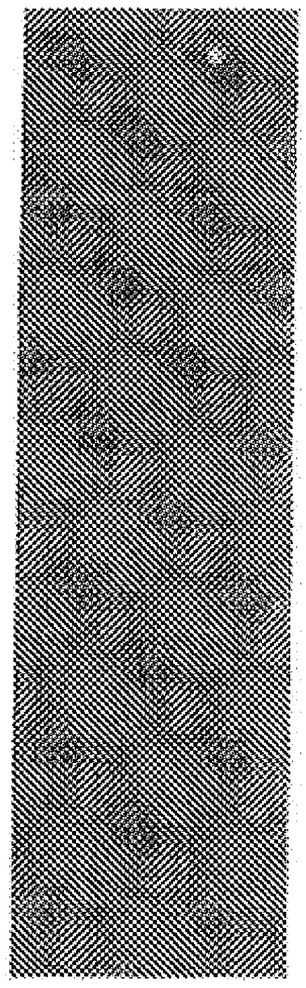
Yes,

Would you be able to scan it over to me?

09/28/2009, 18:47:00, by Michelle Diggs
BIJAN STATED THAT B OF A SENT HIS PAYMENTS BACK TO DUE TO INSUFFICIENT FUNDS. ASKED HIM TO SEND ALL CORRESPONDENCE TO ME HE WILL CALL TO MAKE SURE THAT I REC'D IT TOMORROW

09/14/2009, 09:40:15, by Nichole Papadopoulos
From: Green, Anita - 2 [mailto:anita2.green@bankofamerica.com]
Sent: Friday, September 11, 2009 9:17 AM
To: Bill Malcolm
Subject: Immediate Confirmation is required/ Malcom cisneros

[redacted]



The following loans have been placed on the House Financial Services Hold. Due to this we ask that you postpone the FCL sale and set a new sale date no earlier than 30 days from the previous sale date. We approve the fees/costs involved to postpone and reset the sale.

Should you have any questions or require additional information, please advise. s

Immediate confirmation of this request is required for management reporting.

I receivedt he email with the www.malcolmcisneros,com but it does not allow me to email just to visit the site.

Anita Green
FREM Specialist
6401 N Beach
Fort Worth, Texas 76137
817-321-3104
anita2.green@@bankofamerica.com

PLEASE MAKE NOTE, GOING FORWARD USE THE BELOW DISTRIBUTION GROUPS AS STATED:
FREM_AG_MHA_ESCALATIONS@BANKOFAMERICA.COM Handles postponements, reinstatements, payoffs, affidavits, sale date removals and rescission requests for FREM AG loans, processes HOA, Sewer, Tax and other liens for AG review loans
This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose

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08/17/2009, 16:38:03, by Ivy Le

From: Rachel Rivas
Sent: Monday, August 17, 2009 10:49 AM
To: Ivy Le
Cc: Clarisa Gastelum
Subject: RE: [redacted]LAGHAEI-SALE TODAY @ 10AM

Right, that's what I did, and Alan from BOA called me and asked me why I was asking if it was our FB plan, so that's when I emailed you.

Thank you,

Rachel Rivas
Foreclosure Support Rep.
Trustee Corps./ Harmony Escrow Company
30 Corporate Parkway, Suite 400
Irvine, CA 92626
949-252-8300
949-252-8330 fax
Hours of Operation (8am-5pm PST)
rrivas@trusteecorps.com
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Supervisor: Clarisa Gastelum 949-252-8300 ext. 235 email: cgastelum@trusteecorps.com
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From: Ivy Le
Sent: Monday, August 17, 2009 10:47 AM
To: Rachel Rivas
Cc: Clarisa Gastelum
Subject: RE: [redacted]-LAGHAEI-SALE TODAY @ 10AM

Hi there Rachel,

Once I put the forbearance through and the terms and conditions are inputted in the system your department must follow up with the client on currently forbearance payments.

From: Rachel Rivas
Sent: Monday, August 17, 2009 10:32 AM
To: Ivy Le
Cc: Clarisa Gastelum
Subject: RE: [redacted]-LAGHAEI-SALE TODAY @ 10AM

This has been taken care of already and the sale has been postponed.
I don't believe I go to my supervisor on these; I actually have correspond with the client on how to proceed, but since I wasn't aware that this was our FB plan, there was a bit of confusion.

Thank you,

Rachel Rivas
Foreclosure Support Rep.
Trustee Corps./ Harmony Escrow Company
30 Corporate Parkway, Suite 400
Irvine, CA 92626
949-252-8300
949-252-8330 fax
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rrivas@trusteecorps.com
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From: Ivy Le
Sent: Monday, August 17, 2009 10:28 AM
To: Rachel Rivas
Subject: RE: [redacted]-LAGHAEI-SALE TODAY @ 10AM

Should you go to your supervisor for this?

From: Rachel Rivas
Sent: Monday, August 17, 2009 10:28 AM
To: Ivy Le
Subject: RE: [redacted]-LAGHAEI-SALE TODAY @ 10AM

I never asked BOA to proceed with the sale? I was asking for instructions whether to postpone or proceed.

Thank you,

Rachel Rivas
Foreclosure Support Rep.
Trustee Corps./ Harmony Escrow Company
30 Corporate Parkway, Suite 400
Irvine, CA 92626
949-252-8300
949-252-8330 fax
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From: Ivy Le
Sent: Monday, August 17, 2009 10:28 AM
To: Rachel Rivas; Horacio Montoya
Cc: Michelle Diggs
Subject: RE: [redacted] LAGHAEI-SALE TODAY @ 10AM

Rachel,

This is our forbearance... why are you asking BOA to proceed... with sale...?

We had already sent the agreement to BOA as well.

From: Rachel Rivas
Sent: Monday, August 17, 2009 8:02 AM
To: Ivy Le; Horacio Montoya
Subject: FW: [redacted] LAGHAEI-SALE TODAY @ 10AM
Importance: High

Hi guys, I was asking Alan @ BOA how to proceed on this sale set for today. He states that this is our FB plan, please advise.

Thank you,

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-11-649857

Electronically Filed
Mar 01 2018 10:12 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANTS' APPENDIX

VOLUME 9

Appeal from Eighth Judicial District Court
Clark County, Nevada

The Honorable William Kephart

Law Office of Nicholas A. Boylan, APC
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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

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STATE OF ARIZONA
COUNTY OF MARICOPA

On 11/1, 2011, before me, *Jen 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

Jen Claxton
Notary Public
Maricopa County, Arizona
My Comm. Expires 06-08-15

EXHIBIT "DD"

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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

Space above this line for recorders use only

TS # NV-07-97001-SH Order # T764127 Loan # 37068823

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

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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.

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

Date: 6/22/2009

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

State of California)
County of San Diego)

On 6/23/09 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 _____ (Seal)
D.E. Turner

D. E. TURNER
COMM. # 1830006
NOTARY PUBLIC - CALIFORNIA
San Diego County
My Comm. Exp. Jan. 9, 2013

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 reporting agency if you fail to fulfill the terms of your credit obligations.

EXHIBIT "EE"

DOC #3741278
01/30/2008 03:03:34 PM
Electronic Recording Requested By
TICOR TITLE - RENO
Washoe County Recorder
Kathryn L. Burke - Recorder
Fee: $16.00 RPTT: $0
Page 1 of 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Trustee Corps
2112 Business Center Drive
1st Floor
Irvine, CA 92612

APN # 547-413-13

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

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Trustee Sale No. NV0838685-1 Loan No. 8842389 Title Order No. 080208783

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

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 up to thirty-five business days after the recording date or mailing of this notice, whichever is later). The sale date may be postponed more than one time. The notice of default may be recorded (which is the date of recordation appears on this notice).

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 in the Note and Deed of Trust or Mortgage, the Beneficiary or Mortgagee may bring a lawsuit against you or your property to collect the debt you owe. 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 accelerated, 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 Trustee's 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 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.

Trustee Sale No. 20100092-3 Loan No. 8468248 Title Order No. 100300783
APN 004-281-03 TS No. NV08000783-10-1

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

COUNTRYWIDE HOME LOANS SERVICING, LP
c/o TRUSTEE CORPS
2112 BUSINESS CENTER DRIVE
2ND FLOOR
IRVINE, CA 92612
(949) 252-8300

If you have any questions, you should contact a lawyer or the government agency which may have assisted you in obtaining the loan that your property is in foreclosure, you may offer your property for sale, provided the sale is completed prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL INC. dba TRUSTEE CORPS is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 11/17/2004, executed by SUSAN LAGUNAS, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of SOUTH COUNTY BANK, A CALIFORNIA CORPORATION under a Deed of Trust Recorded on 12/02/2004 as Document No. 2878335 of Official Records in the Office of the Recorder of Washoe County, State of Nevada, describing land therein, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. Said obligations including one Note(s) for the sum of $332,000.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH became due on 10/01/2009 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES.

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

Trustee Sale No. [illegible] Loan No. [illegible] Title Order No. [illegible]
APN [illegible]

DATED: 5/25/07

LPS Title Company of Nevada

TRUSTEE CORPS, an Agent for COUNTRYWIDE HOME LOANS SERVICING, LP

By [signature]

State of California

County of Los Angeles

On 5-25-07 before me, [illegible], a notary public personally appeared [illegible], 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]
Notary Public

[illegible]
Notary Public
State of California
County of [illegible]
My Commission Expires [illegible]

TRUSTEE CORPS IS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "FF"

FORBEARANCE AGREEMENT

Loan No. [redacted] Foreclosure No. NV09000[illegible]

THIS AGREEMENT is dated this 8TH day of JULY 2009 and is made by and between JUAN LAGUNAS (hereinafter "BORROWER") and BANK OF AMERICA HOME LOANS (hereinafter "Lender") and provides that:

RECITALS

Whereas BORROWER HAS executed that certain LOAN REPAYMENT AND SECURITY AGREEMENT dated NOVEMBER 12, 2021, in the original principal face amount of THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 ($325,000.00) (the "Note"); and

Whereas the Note is secured by that certain deed of trust dated NOVEMBER 12, 2021, and executed by BORROWER in favor of Lender which Deed of Trust was recorded on 04/09/2009 in the Office of the County Recorder in the County of WASHOE as Instrument # 3981284, (the "Deed of Trust"); and

Whereas the Deed of Trust encumbers the real property as described herein (the "Property") (commonly known as 25 SNOWBERRY CIRCLE, RENO, NV 89511); and

Whereas BORROWER is in default under the Note and Deed of Trust by having failed to make payments as required under the Note; and

Whereas BORROWER admit(s) that BORROWER defaulted under the terms of the Note and Deed of Trust by failing to make payments in the proper amounts when due in accordance with the terms of the Note and Deed of Trust; and

Whereas BORROWER acknowledge(s) that BORROWER default under the Note and Deed of Trust caused Lender to institute a mortgage foreclosure action against BORROWER; and

Whereas based on BORROWER'S default, Lender has elected to exercise its rights and remedies under the Note and Deed of Trust and has commenced foreclosure proceedings through TRUSTEE CORPS, the trustee under the Deed of Trust ("Trustee"); and

Whereas Trustee has scheduled or will schedule a trustee's sale of the Property, which has been assigned trustee sale number NV09000[illegible], to take place three weeks from the date of the first publication of the notice of trustee's sale ("Trustee's Sale"); and

Whereas the BORROWER presently OWES Lender arrearages including, but not limited to, principal, interest, advances and fees and costs, in the aggregate amount of

TWENTY FOUR THOUSAND NINE HUNDRED EIGHT DOLLARS AND 20/100 ($24,968.20) as of the date of this Agreement (the "Default Amount"); and

Whereas the BORROWER HAS requested that the Lender forbear and postpone the Trustee's Sale in exchange for:

(1) BORROWER'S payment to Lender of EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($8,500.00) on or before AUGUST 12, 2009, (this total amount to be applied towards the Default Amount);

(2) BORROWER'S payment to Lender of the reduced monthly principal and interest of ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 83/100 ($1,370.83) for a period of TWELVE MONTHS (12) months (which payment shall be applied towards the Default Amount); for a total monthly payment of THREE THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 71/100 ($3,769.71) commencing SEPTEMBER 1, 2009 and ending AUGUST 01, 2010 (the above payment schedule, if adhered to, will NOT result in payment in full of the entire Default Amount as the termination of this Agreement);

(3) BORROWER'S Agreement that the balance of the Default Amount will be RESTRUCTURED OR OTHER PAYMENT ARRANGEMENTS MADE at or prior to the termination of this agreement;

Whereas based on the covenants and conditions set forth herein, the Lender has agreed to forbear and postpone the Trustee's Sale; and

Whereas the BORROWER and the Lender have reached an agreement concerning the terms of forbearance and wish to memorialize said agreement into writing so as to avoid any future misunderstandings or disputes;

AGREEMENT

NOW, THEREFORE, the BORROWER and the Lender do hereby agree as follows:

1) BORROWER hereby AGREES to pay Lender EIGHT THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($8,500.00) on or before AUGUST 12, 2009, (this total amount to be applied towards the Default Amount);

2) BORROWER further AGREES to pay to Lender ONE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND 83/100 ($1,370.83) for a period of TWELVE (12) months (which payment shall be applied towards the Default Amount); for a total monthly payment of THREE THOUSAND SEVEN HUNDRED SIXTY NINE DOLLARS AND 71/100 ($3,769.71) commencing SEPTEMBER 1, 2009 and

ending AUGUST 01, 2012, (the above payment schedule, if adhered to, will NOT result in payment in full of the entire Default Amount at the termination of this Agreement);

3) BORROWER further acknowledge(s) and agree(s) that the note and Deed of Trust will NOT be current at the end of this Agreement and that the balance of the Default Amount will BE RESTRUCTURED OR OTHER PAYMENT ARRANGEMENTS MADE at or prior to the termination of this Agreement;

4) BORROWER further AGREES that there shall be NO GRACE PERIOD for making the above payments; any payments not received by the end of business on the date due shall be considered late; late payments shall be considered a material breach of this Agreement allowing Lender to exercise any or all of its rights and remedies pursuant to this Agreement, the Note and/or the Deed of Trust;

5) BORROWER further AGREES that all payments set forth above shall be made directly to: BANK OF AMERICA HOME LOANS
MARKO RANNAN
400 COUNTRYWIDE WAY
MS SV-35
SIMI VALLEY, CA 93065

6) BORROWER further AGREES that BORROWER shall pay and keep current all property taxes and insurance premiums due on the property and that Borrower's failure to do so shall be considered a material breach of this Agreement allowing Lender to exercise any or all of its rights and remedies pursuant to this agreement, the Note and/or the Deed of Trust without the necessity of formal notice to the Borrower;

7) BORROWER further AGREES and understand(s) that Lender will not cancel the pending foreclosure action and/or scheduled Trustee's sale but will, in accordance with accepted business practices in the foreclosure industry, either place the foreclosure on hold or postpone the Trustee Sale every 30 days for approximately 30 days, whichever is appropriate, until any and all defaults under the Note, the Deed of Trust and this Agreement are cured (at which time Lender will provide Trustee written instructions to cancel the Trustee's Sale);

8) BORROWER further AGREES that if any installment specified in paragraphs 1,2 OR 3 above is missed, Lender shall have the right to immediately instruct Trustee to sell the Property on the next postponement sale date or as soon thereafter as possible;

9) BORROWER further agree(s) and understand(s) that should Borrower convey(s) title to the subject property as above there from, then this Agreement shall be immediately

nullified, rendered void and canceled. Lender, without necessity of formal notice to BORROWER, shall be deemed to have elected to exercise its contractual rights to proceed with a foreclosure action and/or its rights under this Agreement, the Note and/or the Deed of Trust;

10) BORROWER further AGREES that the Lender may accept partial payment of the installment payment specified above without a written modification of this Agreement and the acceptance of such payment shall not be considered a reinstatement of the Note or Deed of Trust and shall not effect the pending foreclosure or Trustee Sale;

11) BORROWER further AGREES that only payment in full of the Default Amount will constitute a reinstatement under the Note and Deed of Trust so as to result in cancellation of the pending foreclosure and Trustee Sale;

12) BORROWER further AGREES that in the event that Borrowers fail to fulfill any requirement contained within this Agreement, the Note, or the Deed of Trust then Lender may immediately thereupon cause Trustee to sell the Property at a trustee sale;

13) BORROWER and Lender hereby acknowledge and agree that this Agreement is not a modification of the Note or Deed of Trust and shall not be construed as such and shall not constitute a waiver or estoppel with respect to any future breach or default;

14) BORROWER and Lender hereby acknowledge and agree that, notwithstanding this Agreement, the Note and Deed of Trust continue to be and shall remain unchanged and in full force and effect in accordance with their terms;

15) BORROWER hereby acknowledge(s) that this Agreement has been freely negotiated and that Borrowers have been represented by counsel herein or have had the opportunity to seek advice of competent counsel, and are not acting under any material disability or duress; and

16) Foreclosure No. # [illegible] remains in full force and effect until the above default is cured and said arrearages are brought current.

MISCELLANEOUS PROVISIONS

1) Headings – The headings used herein are for convenience of reference only and shall not be used in the interpretation or construction hereof.

2) Governing Law – This Agreement shall be governed, interpreted and construed by, through and under the laws of the State of NEVADA.

Case No. [illegible]
Foreclosure No. [illegible]

3) Time of the Essence – It is expressly understood and agreed that time shall be of the essence as to each payment required to be made by BORROWER pursuant to this Agreement.

4) Binding Effect – This Agreement shall inure to the benefit of and be binding upon the parties hereto as well as their successors and assigns, heirs and personal representatives.

5) Counterparts – This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by the parties hereto shall be delivered to each Borrower and the Lender.

6) Limitation of Trustee Liability – It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed as creating any liability on Trustee to perform any covenant either expressed or implied contained herein; all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto.

7) Survivor ability – The provisions of this Agreement shall survive any discontinuance of the pending mortgage foreclosure action.

Dated: 5/6/09

BIJAN LAGHAEE

Dated: _____

BANK OF AMERICA HOME LOANS

By: _____

Its: _____

EXHIBIT "GG"

Bank of America

Cashier's Check

No. 003108367

Date JULY 16, 2003

Remitter (Purchased By)

Pay **EIGHT THOUSAND THREE HUNDRED DOLLARS AND 00 CENTS**

$ **8300.00**

To
The
Order
Of

[illegible] COMPANY

Authorized Signature

VOID AFTER 90 DAYS

⑈003108367⑈ ⑆122101706⑆ 252563581⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK.

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK.

Bank of America

Cashier's Check

No. 00316

Date August 05, 2005

Remitter Casey Painting Center

Pay **Two Hundred Dollars and 00 Cents**

$ **200.00**

To The Order Of **Tattoo Cafe** ****

Bank of America, N.A.
Phoenix, AZ

Authorized Signature

Stephanie Hoff

⑈00316⑈ ⑆122105706⑆ 25255356⑈

THIS DOCUMENT HAS QUALITY WATERMARK ON THE BACK

THE APPEARANCE OF THIS DOCUMENT HAS CHANGED. SEE BACK FOR DETAILS.

Bank of America

Cashier's Check

No. 003108899

[illegible]

[illegible]

[illegible]

[illegible]

$ **11310.00**

Pay **ELEVEN THOUSAND THREE HUNDRED TEN DOLLARS AND 00 CENTS**

To the Order Of **TRUSTEE CORPS.**

LOAN # [illegible] DEPARTMENT OF BATHERS

VOID AFTER 90 DAYS

Authorized Signature

⑈003108899⑈ ⑆122101706⑆ 25256356 1⑈

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AA002010

EXHIBIT "HH"

TRUSTEE CORPS

30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

DATE: 07/01/08

BE ADVISED A SALE DATE HAS BEEN SET FOR THIS PROPERTY-PLEASE CONTACT OUR OFFICE 1 DAY IN ADVANCE BEFORE OVERNIGHTING A CASHIER'S CHECK TO OUR OFFICE.

BIJAN LAGHAEI
25 SNOWBERRY CIRCLE
RENO, NV 89511

EMAIL: bljan999@charter.net

Reinstatement / Pay Off Demand

TRUSTEE SALE #: NV0838405-1
LOAN #: 8945399
PROPERTY: 25 SNOWBERRY CIRCLE, RENO, NV 89511,

To Whom It May Concern:

With regards to the above referenced file our office is handling, enclosed please find our REINSTATMENT and/or PAY OFF Demand, which you have requested.

Please be advised that this loan is currently in foreclosure and/or bankruptcy and the figures provided herewith are subject to change at any time due to additional fees and costs relating to the foreclosure/bankruptcy proceeding may accrue before the "good through/expiration date" of the Demand.

Please note that by providing this Demand to you with a "good through/expiration date", no deadlines are waived, postponed and/or tolled, including, but not limited to, Trustee's sale dates and statutory reinstatement/pay off dates.

You must pay the total amount due stated in the Demand (in the form of a cashier's check only) on or before 07/10/08 in order to REINSTATE and/or PAY OFF this loan. Please review the attached document(s) for specific payment instructions.

****** IMPORTANT ******

THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

Please feel free to contact our office if you should have any questions or concerns.

Sincerely,
TRUSTEE CORPS

Reinstatement / Pay Off Department

[Enclosure (s)]

TRUSTEE CORPS
30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

Date: 7/1/2009 T.S. #: NV09388485-1 Loan #.: 8845399 Beneficiary: Bank Of America Home Loans Trustor(s): SIJAN LAGHAEI, AN UNMARRIED MAN

REINSTATEMENT DEMAND

Payments	$ 19,190.88
Late charges	$ 224.46
Property Inspections	$ 90.00
Sub-Total fees due Beneficiary:	$ 19,505.34
Sub-Total foreclosure fees/costs due Trustee:	$ 3,731.00
TOTAL amount due to REINSTATE loan:	$ 23,236.34

**** IMPORTANT ****
THESE FIGURES ARE SUBJECT TO FINAL VERIFICATION UPON RECEIPT OF FUNDS

(Please note the following:)

THIS STATEMENT EXPIRES ON: 07/10/09 @ 3:00p.m.

PLEASE BE ADVISED THAT YOU MUST CONTACT OUR OFFICE AT LEAST 1-BUSINESS DAY PRIOR TO SENDING IN FUNDS FOR AN UPDATE ON THE TOTAL AMOUNT DUE TO REINSTATE THIS LOAN. *TRUSTEE CORPS* WILL NOT ACCEPT ANY FUNDS UNLESS THE TOTAL AMOUNT DUE IS VERIFIED PRIOR TO THE EXPIRATION DATE OF THIS DEMAND. *TRUSTEE CORPS* WILL NOT BE RESPONSIBLE FOR ANY SHORTAGE OF FUNDS. *TRUSTEE CORPS* AND THE LENDER ON THIS LOAN HAVE THE RIGHT TO REJECT AND RETURN ANY FUNDS, WHICH ARE NOT ADEQUATE TO REINSTATE THE DEFAULT.

You must provide proof that the following items are paid current (prior to tendering funds):

-SENIOR LIENS
-PROPERTY TAXES
-FIRE INSURANCE

Signed by: Approved by:

Reinstatement/Pay Off Department

REGARDING REINSTATEMENTS AND/OR PAY OFFS SENT TO *TRUSTEE CORPS*:

- *TRUSTEE CORPS* will only accept CASH or CASHIER'S CHECKS made payable in U.S. Dollars to *TRUSTEE CORPS*.
- NO personal checks, NO Title Company, NO Escrow Company, NO business checks or NO wire transfers will be accepted.
- *TRUSTEE CORPS* must verify all amounts due with the beneficiary prior to your tendering funds. You must contact *TRUSTEE CORPS* at least 1-business day before sending in funds.
- Funds must be delivered to *TRUSTEE CORPS* at: *30 CORPORATE PARK, SUITE 400, IRVINE, CA 92606*
- Please direct any correspondence to: *REINSTATEMENT / PAY OFF DEPARTMENT; support@trusteecorps.com*

~ TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. ~

TRUSTEE CORPS

30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

PLEASE READ

(Important)

As you know, you are requesting the amount to reinstate or pay off a loan that is in foreclosure. Based on this situation, our company has strict requirements, which are listed below:

- Please allow adequate time when making your requests. On average this process takes between 7 to 21 business days to complete. The time period might be longer or shorter depending on the Lender and the volume of requests received.

- Only cash or cashier's checks will be accepted to cure the default.

- No personal checks, No escrow company checks, No title company checks, No business checks, No trust fund checks and No wire transfers will be accepted. If you have any questions regarding this requirement, please contact our office before tendering funds.

- We do not automatically issue updates or per diem interest amounts on processed demands without a new request. Each time a demand needs to be updated, a new request must be made to the Lender.

- You must contact our office at least 1-business day prior to tendering funds.

- We reserve the right to return any funds that are not adequate to reinstate or pay off the default on this loan. *TRUSTEE CORPS* AND THE LENDER ON THIS LOAN HAVE THE RIGHT TO ADJUST THESE FIGURES AND REFUSE ANY FUNDS WHICH ARE INSUFFICIENT TO PAY THE LOAN IN FULL OR REINSTATE FOR ANY REASON, INCLUDING BUT NOT LIMITED TO ERROR IN CALCULATION, PREVIOUSLY DISHONORED CHECKS OR MONEY ORDERS, OR ADDITIONAL DISBURSEMENTS MADE BETWEEN THE DATE OF THIS PAYOFF STATEMENT AND THE RECEIPT OF FUNDS.

~ TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. ~

TRUSTEE CORPS

30 Corporate Park, Suite 400
Irvine, CA 92606
(949) 252-8300 fax (949) 752-0320

Reinstate and/or Payoff funds must be made payable and delivered to:

TRUSTEE CORPS

30 Corporate Park, Suite 400 ,
Irvine, CA 92606
(949) 252-8300 fax (949) 252-8330
attn: Reinstatement/Pay Off Dept.

If you are unable to cure the amount due on the foreclosure action against your property, there might be other alternatives available to you.

Please contact your Lender's loss mitigation department (OR) if a Federal Home Loan Mortgage Corporation invested loan, please contact Freddie Mac at # 1-800-FREDDIE.

This information is provided to you as a courtesy only and is not a guaranty of the outcome of your situation.

-- TRUSTEE CORPS is a debt collector. Any information obtained will be used for that purpose. --

EXHIBIT "G"

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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; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a

CASE NO: A-11-649857-C

Dept. 19

[PROPOSED] ORDER RE PLAINTIFFS' MOTION FOR LEAVE TO FILE THIRD AMENDED COMPLAINT

Nevada resident

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION, a California Corporation; 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.

ORDER

IT IS HEREBY ORDERED that the Plaintiffs in the above matter have leave to file their Third Amended Complaint.

Dated: _____

_____
DISTRICT COURT JUDGE

EXHIBIT "H"

AFFT
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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; ROBERT MANDARICH, a Nevada resident, JAMES NICO, a Nevada resident and PATRICIA TAGLIAMONTE, a Nevada resident

CASE NO: A-11-649857-C

Dept. 29

DECLARATION OF BIJAN LAGHAEI IN SUPPORT OF PLAINTIFFS' REPLY BRIEF IN SUPPORT OF PLAINTIFFS' MOTION TO AMEND COMPLAINT

Date: September 21, 2016
Time: 2:00 p.m.

Plaintiffs,

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 RECONVEYANCE COMPANY, a California Corporation; and DOES 1 through 100, inclusive,

Defendants.

I, Bijan Laghaei, declare:

1. I have personal knowledge of each fact stated in this declaration. I make this declaration in support of Plaintiffs' Reply Brief in Support of Plaintiffs' Motion to Amend Complaint.

2. I am a resident of Washoe County, Nevada. I own real property located at 25 Winterberry Ct., Reno, NV 89511. The property was subject to a mortgage loan. On or about March 20, 2009, MTC Financial, dba Trustee Corps, ("MTC") as purported trustee of the Deed of Trust for my home, was seeking to collect on the loan, including by taking the security, i.e., my home.

3. Prior to June 2016, I was not aware of the existence of this lawsuit or that I was a member of the putative class in this case. I had no knowledge.

4. The dismissal of my separate lawsuit involving MTC, known as *Bijan Laghaei v. Federal Home Loan Mortgage Corporation, et al.*, was in federal court in

January 2016 because the federal court lacked subject matter jurisdiction. The appellate court earlier had reversed and vacated the trial court's prior decision dismissing my claims on their merits. To my knowledge, there has never been any final determination, or judgment, or dismissal on the merits of the claims asserted in that prior lawsuit against MTC. To my knowledge, there has never been any final dismissal with prejudice with respect any prior claims against MTC, and the federal district court order was reversed by the Appellate Court.

5. Other than this lawsuit, I have no pending case against MTC.

6. I have never had any intention of waiving, relinquishing, or abandoning any claims or damages I have against MTC, including any previously asserted in my prior litigation with Federal Home Loan Mortgage Corporation and MTC.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct and that this Declaration was executed in Reno, Nevada, on September _____, 2016.

_____
Bijan Laghaei