

1 them to her.

2 Q I know. I'm asking why. Was there a policy, a
3 practice?

4 A No.

5 Q Why didn't you do it yourself then, ma'am?

6 A I don't know.

7 Q You made this up yourself, this practice? I'm
8 just inquiring. It seems odd, so I need to inquire.

9 MR. CERAN: Objection. Argumentive. You can
10 answer.

11 THE WITNESS: It is just something I would do.
12 I would just give them to her.

13 BY MR. BOYLAN:

14 Q Were you afraid to return calls?

15 A No.

16 Q Is there any reason why Natalie had to return
17 the debtor calls rather than you?

18 A No.

19 Q Was there any specific circumstance where
20 Natalie would have to return the calls such as the
21 debtor was denying it or there was a conflict or a
22 problem? Is that when it would escalate to the
23 supervisor?

24 A I don't remember. I mean, I would just give
25 them to her. I don't remember exactly why.

1 reinstatement information and preparing the documents?

2 A It was in the program, but I don't remember how
3 it was worked or how I got the reinstatement amounts.

4 Q That's not what I'm asking you. What I'm
5 trying to get is: How did you know for even which
6 debtors to get reinstatement information?

7 A I can't remember.

8 Q You said you would prepare the reinstatement
9 documentation. Can you explain what you meant by that
10 when you testified to that earlier?

11 A Yes. We would get the quotes from that
12 program, and then we would go ahead and do the
13 reinstatement.

14 Q Do what exactly, ma'am?

15 A Put the numbers that we received onto the
16 reinstatement form that we were given or the template.

17 Q By hand?

18 A No.

19 Q How?

20 A Computer.

21 Q So the template was on the computer too?

22 A Yes.

23 Q And you had to fill in the -- what information
24 on the template?

25 A I remember it was a breakdown but of how much

1 was owed.

2 Q To the lender?

3 A To the bank, yes.

4 Q Okay. So what information did you have to put
5 in? Did you have to put in the debtor's name, address,
6 ZIP Code, bank, amount owed? What did you have to put,
7 fill into the template?

8 A It was the name, address, then the amount. The
9 amount that the people owed or that --

10 Q For Nevada did you spell out the word "Nevada,"
11 or did you just type in NV?

12 A I don't remember.

13 Q Where --

14 A Can we take a break? I'm sorry.

15 Q In about five minutes. Give me five minutes
16 more. I want to finish this on the template. How did
17 you know whose names and addresses to type into the
18 template?

19 A It came together with the quote.

20 Q So it was generated by the system itself?

21 A Yes.

22 Q Then why wasn't it already in the template? I
23 don't understand. You had to take it from one screen
24 and type it into a different screen? Is that what you
25 are saying?

1 A Yes.

2 Q So how did you -- the portion of the screen
3 that had all of the names and addresses of all the
4 people, how did you get into that?

5 A It was through the system. I can't remember
6 the name, but it was -- there was a system that provided
7 us with that information.

8 Q Okay. So now I think we might be getting
9 somewhere. You would log in. The system would give you
10 the names and addresses of all the people that needed
11 reinstatement information. The system itself would give
12 you that; correct?

13 A Yes.

14 Q Then you would take that information, go into
15 another screen on the system, and fill out the
16 templates; correct?

17 A Yes.

18 Q Then you would print all the information to
19 reinstate the loan, and you would mail it or give to
20 someone else to mail to the debtors; correct?

21 A Yes.

22 Q And how many on average were you able to do in
23 an hour?

24 A I can't remember.

25 Q What is your best estimate? I'm not looking

1 for an exact number, ma'am.

2 MR. CERAN: No foundation. You can answer.

3 THE WITNESS: Maybe seven, around seven, ten.

4 BY MR. BOYLAN:

5 Q So then you would do on average in a day maybe
6 as many as 80 in a day; is that correct, as an estimate?

7 A I can't remember.

8 Q Is that a fair estimate?

9 A Around.

10 Q Around 80; correct?

11 A (No audible response).

12 Q Is that yes?

13 A Yes.

14 Q The template that you mailed out to the
15 debtors, it had a phone number on it for them to call
16 MTC; correct?

17 A Yes.

18 Q And those phone calls would come into the
19 office where you worked; is that true?

20 MR. CERAN: Objection. No foundation.

21 THE WITNESS: Some would.

22 MR. BOYLAN: And were those calls sometimes
23 they came in directly to your desk, or did they have to
24 go through reception then be passed onto you?

25 MR. CERAN: No foundation. You can answer.

1 THE WITNESS: I can't -- I mean, I can't
2 remember.

3 BY MR. BOYLAN:

4 Q When the calls did come in, what are some of
5 the typical examples of what the debtors would say
6 regarding the reinstatement?

7 A They just wanted to know what the amount was to
8 reinstate their loan.

9 MR. CERAN: At the beginning of the depo, you
10 said if the witness wanted to take a break, you would
11 let her take a break. Is that something we are not
12 following now?

13 MR. BOYLAN: I just asked for five more minutes
14 before the break because I am finishing a line of
15 inquiry on the template. Did you not hear me say that?

16 MR. CERAN: I did. Now we are not talking
17 about the template.

18 MR. BOYLAN: I am talking about the template.

19 MR. CERAN: Okay. Sorry. The record will
20 indicate that then. Sure. You will let us know when
21 you moved on so we can take a break.

22 MR. BOYLAN: Why don't we take a short break
23 now, ma'am.

24 (Whereupon a break was taken).

25 ///

1 BY MR. BOYLAN:

2 Q Ma'am, in terms of the work you performed that
3 you have been describing here in your testimony, did
4 that change in any way, in any material way between when
5 you started in 2011 and when you left in 2013?

6 A I said that's not what I wanted to talk about.

7 Q Can you answer my question first, please?

8 A I'm sorry. I didn't get the question.

9 Q Can you read it back please?

10 (Whereupon the court reporter read back).

11 THE COURT REPORTER: "Ma'am, in terms of the
12 work you performed that you have been describing here in
13 your testimony, did that change in any way, in any
14 material way between when you started in 2011 and when
15 you left in 2013?"

16 THE WITNESS: That's what I wanted to tell you.
17 The years I worked was '09 to 2011. It wasn't 2011 to
18 2000- --

19 BY MR. BOYLAN:

20 Q That's what you told me on the phone when we
21 spoke too; right?

22 A 2009 to 2000- -- yes.

23 Q Correct? Can you say yes or no, ma'am?

24 A Yes.

25 Q Okay. Why then when you started to swear here

1 under oath today, why did you say 2011 to 2013?

2 A Because that's what I thought, but it wasn't.

3 Q Take a look please at page 3 of Exhibit 1. Do
4 see where it says "the services, the loss mitigation
5 services provided by Trustee Corps" near the bottom half
6 of the page?

7 A Uh-huh.

8 Q Yes?

9 A Yes, I see it.

10 Q Ma'am, are you able to answer yes or no?
11 Because it's important for the court reporter. You
12 remember how I explained that to you?

13 A Yes.

14 Q You see where it says "collections indicated in
15 the services provided"?

16 A Yes.

17 Q That is just one of the things you did with
18 respect to -- you told us about the checks that you
19 collected. What other people or departments were
20 involved in collections, if you recall?

21 MR. CERAN: Objection. Assumes facts not in
22 evidence. You can answer.

23 THE WITNESS: I don't remember.

24 BY MR. BOYLAN:

25 Q Did you make any friends when you were there?

1 THE WITNESS: I can't -- I mean, I can't
2 remember.

3 BY MR. BOYLAN:

4 Q When the calls did come in, what are some of
5 the typical examples of what the debtors would say
6 regarding the reinstatement?

7 A They just wanted to know what the amount was to
8 reinstate their loan.

9 MR. CERAN: At the beginning of the depo, you
10 said if the witness wanted to take a break, you would
11 let her take a break. Is that something we are not
12 following now?

13 MR. BOYLAN: I just asked for five more minutes
14 before the break because I am finishing a line of
15 inquiry on the template. Did you not hear me say that?

16 MR. CERAN: I did. Now we are not talking
17 about the template.

18 MR. BOYLAN: I am talking about the template.

19 MR. CERAN: Okay. Sorry. The record will
20 indicate that then. Sure. You will let us know when
21 you moved on so we can take a break.

22 MR. BOYLAN: Why don't we take a short break
23 now, ma'am.

24 (Whereupon a break was taken).

25 ///

1 modifications?

2 MR. CERAN: Objection. No foundation.

3 THE WITNESS: I don't remember.

4 BY MR. BOYLAN:

5 Q Did you ever talk to those people?

6 A I don't remember.

7 Q What kind of loan modification work were you
8 aware of that was going on there?

9 A I never dealt with the loan modification. I
10 just did the reinstatements.

11 Q But the reinstatements you were involved with,
12 you also did payoff amounts too; right?

13 A Yes.

14 Q So when you would prepare the reinstatement
15 documentation, like you described earlier, you would
16 include an amount to payoff the loan in its entirety as
17 well; correct?

18 A No.

19 Q Okay. So did you do separate payoff
20 documentation?

21 A Yes.

22 Q All right. Thank you. All right. So you did
23 that every day as well?

24 A Yes.

25 Q Tell me how you did that.

1 A It was the same procedure as reinstatement,
2 which would be -- it would come up on one of the
3 reports.

4 Q Some of the checks that you received for which
5 you do the deposit slips, some of those were to pay off
6 the entire amount, and some were to reinstate the loan;
7 correct?

8 A Yes.

9 MR. CERAN: Objection. No foundation. Move to
10 strike the answer.

11 BY MR. BOYLAN:

12 Q You said yes. Would you like to change that
13 answer based on counsel's objection, ma'am?

14 A I'm sorry. What was the question for?

15 Q Are you okay?

16 A Yes. I'm just asking, what was the question?

17 Q Question was about checks for payoff.

18 MR. CERAN: I think she is asking if you would
19 read back the question and answer for her.

20 (Whereupon the court reporter read back).

21 THE COURT REPORTER: "Some of the checks that
22 you received for which you do the deposit slips, some of
23 those were to pay off the entire amount, and some were
24 to reinstate the loan; correct?"

25 THE WITNESS: Yes.

1 BY MR. BOYLAN:

2 Q What was the typical average breakdown? How
3 many of the checks on a typical day were to the amounts
4 to reinstate and how many were to pay off the loan? Can
5 you estimate, ma'am?

6 A Estimate maybe five reinstatements and two
7 payoffs around.

8 Q Okay. We talked earlier about a busy day there
9 would be approximately 840 checks. You recall that?

10 A Yes.

11 Q So how would you on that -- how would you
12 estimate the typical breakdown was between reinstatement
13 checks and payoff checks?

14 A I wouldn't just do reinstatements. I did other
15 work besides reinstatements.

16 Q What is that?

17 A It was the third-party funds.

18 Q What is that?

19 A It would -- we would receive the checks for
20 third-party foreclosures, and then I would just go ahead
21 and do the deposit slips.

22 Q So you were also collecting checks with respect
23 to the defaulted loans from what you are referring to as
24 third parties?

25 A Can you rephrase that?

1 MS. BROWN: Objection. Misstates the
2 testimony.

3 MR. CERAN: No foundation.

4 MR. BOYLAN: Can you read it back please?

5 (Whereupon the court reporter read back).

6 THE COURT REPORTER: "So you were also
7 collecting checks with respect to the defaulted loans
8 from what you are referring to as third parties?"

9 MR. CERAN: Same objection.

10 BY MR. BOYLAN:

11 Q Do you understand the question, ma'am?

12 A No.

13 Q I apologize. I am really sorry. This doesn't
14 sound difficult to me. Your third-party checks, meaning
15 you are getting checks --

16 MR. CERAN: Excuse me. We are not interested
17 in whether you think it's difficult or not. Just ask
18 questions. She will answer them as she has been doing.
19 Your sarcasm is improper. Proceed.

20 BY MR. BOYLAN:

21 Q Third-party checks you said. What are those,
22 ma'am?

23 A Those --

24 MR. CERAN: Objection. No foundation. You can
25 answer.

1 THE WITNESS: It is -- I was just told it was
2 third-party deposits. I don't know.

3 BY MR. BOYLAN:

4 Q There are checks from someone other than the
5 homeowner who is in default on the loan. Is that your
6 understanding?

7 A Yes. It wasn't the homeowners.

8 Q That's what you mean by third party; right?

9 A Yes.

10 Q Typically, who were these people sending these
11 checks that you collected?

12 MR. CERAN: No foundation. You can answer.

13 THE WITNESS: It was -- it was from the
14 foreclosures that there were. I don't know.

15 BY MR. BOYLAN:

16 Q That's your best answer? Are you finished?

17 A Yes.

18 Q So what you are saying is these are people or
19 entities that had bought the homes, and they were
20 sending the checks for to purchase the home from the
21 sale; correct?

22 MR. CERAN: No foundation. Misstates her
23 testimony.

24 THE WITNESS: I don't remember.

25 ///

1 BY MR. BOYLAN:

2 Q So you said they were checks for to purchase
3 the home from the sale; is that right?

4 A Yes.

5 Q And these checks were sent to MTC? Excuse me.
6 Trustee Corps, and they came to you for deposit;
7 correct?

8 A Yes.

9 Q And so you collected those checks and deposited
10 that money into an MTC account; correct?

11 A I deposit the checks, yes, into an MTC account.
12 I don't know where it went. I don't know where the
13 money went. I would just --

14 Q After deposit, you mean?

15 A I would just do the deposit slip, and I would
16 paper clip them and give them to my supervisor. I don't
17 know where the funds would go.

18 Q What did it say on the deposit slip?

19 MR. CERAN: Asked and answered.

20 THE WITNESS: I don't remember.

21 MR. BOYLAN: On average how many of these
22 checks did you typically see come in on a weekly or
23 daily basis?

24 MR. CERAN: Objection. Compound.

25 THE WITNESS: Numbers, I don't know.

1 identification).

2 MR. CERAN: Thank you.

3 MR. BOYLAN: Thanks.

4 BY MR. BOYLAN:

5 Q First page, which has Bates number TC, then
6 bunch of zeros, then 69. And you can also put by your
7 side Exhibit 2, which I asked you about earlier. This
8 is Exhibit 2, put them side-by-side please. Okay. I
9 can ask you some questions. Thank you.

10 Now the first page of Exhibit 5 has the name
11 Maria Diaz. At the bottom says "remitted by." You see
12 that?

13 A Yes.

14 Q What does that mean?

15 A That I entered it.

16 Q What does "remitted by" mean?

17 MR. CERAN: Asked and answered.

18 THE WITNESS: That's the answer.

19 BY MR. BOYLAN:

20 Q You entered what, ma'am?

21 A The information.

22 Q Does it mean that you were involved in sending
23 the funds to Wells Fargo? Usually, that is what
24 remitted means. That's why I'm questioning you.

25 A Yeah. That's what it looks like.

1 Q I apologize. I'm not trying to argue with you.
2 I thought you swore under oath earlier that you didn't
3 have anything to do with wire transferring money.

4 A That I remember, no. That's what I said. No,
5 I don't remember.

6 Q Now do you remember?

7 A I don't remember this form.

8 Q Okay. How often were you involved in wire
9 transferring funds that were collected?

10 A I don't remember.

11 Q But you now recall it is something that you did
12 periodically in your work; correct?

13 A I don't remember.

14 Q Do you deny doing it?

15 A I'm not denying doing it. I just don't
16 remember doing it.

17 Q Does this refresh your recollection about what
18 you did with respect to Raymond Sasota's loan?

19 A No.

20 Q Did you check the box on their -- on this form
21 page number -- Bates Number 69 of Exhibit 5?

22 A The property sold to third party.

23 Q Are you able to answer my question, ma'am?

24 A Can you repeat your question?

25 Q Did you check the box there, ma'am?

1 A Yes.

2 Q What does it mean? What did you intend to
3 convey by checking that box?

4 A That the property sold to third party and --

5 Q And the funds due on the loan were collected
6 and wire transferred by you for MTC to Wells Fargo Bank;
7 correct?

8 MR. CERAN: Objection. No foundation.

9 BY MR. BOYLAN:

10 Q You have Exhibit 2 in front of you as well,
11 ma'am?

12 A Yes.

13 Q Can you answer my question?

14 A I don't remember the documents. I don't know.

15 Q I'm asking you to interpret the document that
16 you created and that you worked with.

17 MR. CERAN: I'm sorry. What is the question?
18 Can you please read it to me?

19 BY MR. BOYLAN:

20 Q I'll ask it again. Does this document, ma'am,
21 which you created and filled out, does it indicate that
22 the money was collected from the sale of the home with
23 respect to Raymond Sasota? It was collected by Trustee
24 Corporations from a third party, and the money that was
25 collected on that loan was then wire transferred, as

1 STATE OF CALIFORNIA)
2)
3 COUNTY OF ORANGE)
4)

5 I, Mikayla M. Speegle, Certified Shorthand Reporter
6 of the State of California, do hereby certify:

7 That prior to being examined, the witness in the
8 foregoing proceedings was by me duly sworn to testify to
9 the truth, the whole truth, and nothing but the truth;

10 That said proceedings were taken before me at the
11 time and place therein set forth, and were taken down by
12 me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision.

14 I further certify that I am neither counsel for, nor
15 related to, any party to said proceedings, nor in any
16 way interested in the outcome thereof.

17
18 IN WITNESS WHEREOF, I have hereunto subscribed my
19 name.

20
21 Dated: October 5, 2016

22
23
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25

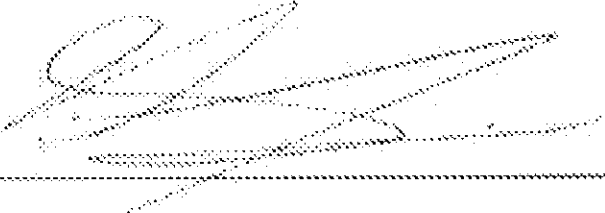

Mikayla M. Speegle, CSR No. 13807

EXHIBIT “D”

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DISTRICT COURT
CLARK COUNTY, NEVADA
JEFFREY BANKO, et al.,
Plaintiffs,
vs.
QUALITY LOAN SERVICE
CORPORATION, a California
Corporation, et al.,
Defendants.

Case No.
A-11-649857-C

DEPOSITION OF
TERRY JOHNSEN
SANTA ANA, CALIFORNIA
JULY 7, 2016

ATKINSON-BAKER, INC.
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REPORTED BY: ROSHEEN SHEEHY, CSR 13710
FILE NO: AA0747F

1 SANTA ANA, CALIFORNIA; JULY 7, 2016; 11:00 a.m.

2 TERRY JOHNSEN,

3 having first been duly sworn, was
4 examined and testified as follows:

5
6 EXAMINATION

7 BY MR. BOYLAN:

8 Q Good morning, ma'am. Could you state your full
9 name, please.

10 A Terry Johnsen.

11 Q What is your current business address?

12 A 17100 Gillette Avenue, city is Irvine, state is
13 California, ZIP code is 92614.

14 Q How are you currently employed?

15 A As co-owner.

16 Q Of what business, ma'am?

17 A It's going to be MTC Financial dba Trustee Corps.

18 Q It is a limited liability company in the state of
19 California; is that correct?

20 A No.

21 Q What is it?

22 A I'm not quite sure.

23 Q May I ask in a different way? Is -- do you know
24 if it's a corporate entity?

25 A Yes.

1 Q And are you a shareholder?
2 A Yes.
3 Q Do you also hold officer positions?
4 A Yes.
5 Q What are they?
6 A Vice president.
7 Q Any others?
8 A No.
9 Q In the course of your work for the company, do
10 you have any other titles other than vice president?
11 A No.
12 Q How long have you held that position?
13 A 20-plus years.
14 Q Did you have any prior positions in the company
15 or have you always been the vice president?
16 A Always vice president.
17 Q Were you an owner of the company from its
18 inception?
19 A No.
20 Q What year did you become an owner of the company?
21 A Probably 1993.
22 Q Are you an owner by reason of separate share
23 holdings or by reason of community property or both?
24 A Both.
25 Q What are your share holdings, then, in -- in both

1 capacities, please?

2 A Majority shareholder.

3 Q Do you know the percentage that you own or
4 control, both shares?

5 A Not offhand.

6 (Reporter clarification.)

7 THE WITNESS: Not offhand.

8 BY MR. BOYLAN:

9 Q Is there anything in writing with the company
10 which either now or historically has described your job
11 responsibilities?

12 A No.

13 Q Is there anything in writing that would describe
14 your scope of authority at the company in terms of
15 day-to-day business operations?

16 A Just co-owner.

17 Q But nothing in writing?

18 A No.

19 Q Is it a fair statement to say that as the
20 co-owner and the majority shareholder, that you have
21 overall responsibility for everything at the company?

22 A No.

23 Q How would you, then, describe your overall
24 responsibility for the company as the majority owner and
25 the majority shareholder?

1 A Limited.

2 Q Can you be more specific?

3 A Maybe just going over it, banking maybe, going
4 over human resources department.

5 Q And is it your sworn testimony that that has been
6 the limit of your authority for over 20 years?

7 A That is, yes.

8 Q Do you go to work every day?

9 A Yes.

10 Q And do you work a full day every day?

11 A No.

12 Q How many hours do you typically work per day?

13 A Several.

14 Q Four to six?

15 A Less.

16 Q Do you keep track of your time that you're there?

17 A No.

18 Q So is it fair to say you work, on average, four
19 hours a day, five days a week?

20 A On average, yes.

21 Q And do you have a physical office of your own at
22 the company?

23 A Yes.

24 Q How many employees does the company have?

25 A Over 200.

1 Q You're the ultimate human resources authority at
2 the company?

3 A No. I have management teams.

4 Q But they report to you or you report to them?

5 A Both.

6 Q What is your HR responsibility at the company
7 today?

8 A To just oversee and make sure that we are keeping
9 up with the integrity of what we're required to do as far
10 as human resources concerns.

11 Q And that includes compliance work, legal
12 compliance?

13 A No.

14 Q All right. Who's in charge of legal compliance?

15 A That would be our human resources manager.

16 Q And who is that?

17 A Gloria Juarez.

18 Q How long has she held that position?

19 A 14-plus years.

20 Q Who is in charge of legal compliance with respect
21 to state laws governing business operations in Nevada?

22 A That would be -- can you repeat that in a
23 different way?

24 Q Please. I'll -- I'll let her restate it. If you
25 don't understand it, I'll try to rephrase.

1 A Okay. Okay.

2 (Whereupon the record was read back.)

3 THE WITNESS: That would be our legal team.

4 BY MR. BOYLAN:

5 Q What -- is that a lawyer or you have an in-house
6 lawyer?

7 A Yes.

8 Q Okay. Who does the lawyer report to, your
9 husband?

10 A Yes.

11 Q Your husband is Rande Johnsen who's sitting with
12 us here today?

13 A Correct.

14 Q And Rande Johnsen is ultimately in charge of
15 legal compliance with respect to state laws that -- that
16 govern the business; is that true?

17 A No.

18 Q Who -- who has that ultimate authority?

19 A Our management team.

20 Q Is there one person, ma'am, or several?

21 A Several.

22 Q So it's done by committee?

23 A By our management team.

24 Q Does your management team report to you and your
25 husband as the owners?

1 A Yes.

2 Q Do you have the power to hire and fire them?

3 A No.

4 Q Who has the power to hire and fire your
5 management team?

6 A We do it together as a team.

7 Q You and your husband?

8 A That's correct.

9 Q All right. So you and your husband, together,
10 have the power to hire and fire your management team,
11 correct?

12 A Correct.

13 Q And together you and your husband have the power
14 to overrule the decisions of what you're referring to as
15 your management team, correct?

16 A Not always.

17 Q So the owners of the company don't have the power
18 to overrule the management team; is that your testimony?

19 A Depending on the situation.

20 Q What situation would the owners not have control?

21 A It's outside advice. Let's see. I'm not quite
22 sure how to word this.

23 Q Do your best.

24 MR. REYNOLDS: Do you understand the question?

25 THE WITNESS: Not really.

1 THE WITNESS: Where's he going with this?

2 MR. REYNOLDS: It's not --

3 BY MR. BOYLAN:

4 Q For example, are the owners responsible? Is the
5 president responsible? Is the vice president responsible?
6 Is there a committee of people responsible? Is there one
7 individual to whom the lawyers report? I'm going to ask
8 you again with that clarification. Please tell me who is
9 responsible for legal compliance in the state of Nevada?

10 THE WITNESS: Our attorney.

11 BY MR. BOYLAN:

12 Q And who does the attorney report to at the
13 company, Rande Johnsen, your husband?

14 A Both of us.

15 Q I see. Okay. Very good.

16 So you and your husband together have the
17 ultimate authority over legal compliance in the state of
18 Nevada; true?

19 A Yes.

20 Q All right. Has that been true since 2007?

21 A Yes.

22 Q Okay. Why did the company and/or you and your
23 husband decide, in 2011, to obtain a collection agency
24 license from the financial institutions division of the
25 state of Nevada?

1 A Just to have.

2 Q Any other reason, ma'am?

3 A No.

4 Q Did it have something to do with your business
5 activities in Nevada?

6 A No.

7 Q What were your business activities in Nevada at
8 that time, when you first applied for a license to be a
9 collection agency in Nevada?

10 A May I speak to --

11 Q Not with a question pending, ma'am. No, I'm
12 sorry. We don't want coaching. We want your honest
13 answer --

14 A I don't want coaching. I need to excuse myself
15 for a second.

16 Q Well, I apologize, ma'am, but with a question
17 pending, it's not proper.

18 Can you please answer and then take a break?

19 MR. REYNOLDS: You might want to reread the question.

20 MR. BOYLAN: Please.

21 (Whereupon the record was read back.)

22 THE WITNESS: Foreclosure trustee work.

23 BY MR. BOYLAN:

24 Q Can you be more specific?

25 A Trustee work; that's what we do.

1 Q Anything beyond that? You didn't need a
2 collection agency license for that, though, did you,
3 ma'am?

4 MR. REYNOLDS: Objection. You're calling for a legal
5 conclusion.

6 BY MR. BOYLAN:

7 Q According to your understanding at the time you
8 applied for the collecting agency license?

9 A Can you repeat that?

10 Q I'll do it for you.

11 Your understanding, your personal understanding
12 in 2011, was that your company was only doing trustee work
13 and, therefore, you didn't need a collection agency
14 license in Nevada, correct?

15 A No.

16 Q Oh, you thought you did need one?

17 A No.

18 MR. REYNOLDS: That's not her testimony.

19 BY MR. BOYLAN:

20 Q Okay. Can you clarify it for us, ma'am?

21 A Just to have.

22 Q Did anyone other than a lawyer suggest to you
23 that you needed to have it?

24 A No. Just trying to do good business practice.

25 Q Whose idea was it to get a collection agency

1 license in Nevada?

2 A I don't recall.

3 Q How much did it cost?

4 A I have no idea.

5 Q How much did it cost when you renewed it
6 recently?

7 A I wouldn't know.

8 Q Didn't you want to just have one like in 2007
9 also?

10 A No.

11 Q Why all of a sudden in 2011 did you want to have
12 one?

13 A Just expanding our business.

14 Q When did you start doing work in Nevada?

15 A 2000.

16 Q What was the nature of the work in 2000?

17 A Just doing business in Nevada.

18 Q What kind of business, ma'am? That's what we're
19 here to talk about. What specifics? What kind of
20 business?

21 A We're not here to talk about that.

22 Q All right. Well, the judge will decide that.
23 Can you answer the question, please?

24 A We're here to talk about my signature on a piece
25 of paper.

1 Q That is not true, ma'am. That's what -- with due
2 respect, that's what your lawyers would like. That's not
3 the rules; that's not the law. There's no limit unless he
4 wants to --

5 MR. REYNOLDS: Counsel --

6 MR. BOYLAN: -- instruct you not to answer.

7 MR. REYNOLDS: If you want to ask a question, ask a
8 question.

9 MR. BOYLAN: Question's pending, Counsel.

10 MR. REYNOLDS: Why don't you reread it instead of
11 narrating the rest of it?

12 MR. BOYLAN: Well, frankly, at this point I need you
13 to tell your witness she needs to answer the questions
14 consistent with the law. She thinks that she only needs
15 to answer a couple of questions about --

16 MR. REYNOLDS: She's answering the questions to the
17 best of her ability.

18 MR. BOYLAN: No, she's not.

19 MR. REYNOLDS: You haven't even asked her if she knows
20 any of this stuff.

21 MR. BOYLAN: Oh, she knows.

22 MR. REYNOLDS: That's your opinion.

23 BY MR. BOYLAN:

24 Q What were your business activities in Nevada in
25 the year 2000, ma'am, specifically? And by "you," I mean

1 your company.

2 A Trustee work.

3 Q Can you be more specific?

4 A I am being specific.

5 Q What does trustee work include, ma'am?

6 A Foreclosure.

7 Q What else?

8 A Whatever else goes with it.

9 Q You tell me. It's your business for over 20
10 years. Can you tell me please what else goes with it?

11 A We do eviction work.

12 (Reporter clarification.)

13 THE WITNESS: No. I don't remember. I don't recall.

14 MR. JOHNSEN: I'm going to take a break. Excuse me.

15 MR. BOYLAN: If I may, counsel, I'd just like to
16 observe for the record, she's been looking over at her
17 husband a lot for cues on how to answer.

18 MR. REYNOLDS: Why don't you ask her what her
19 knowledge is of the business as opposed to telling her
20 what it is, and she might give an answer?

21 MR. BOYLAN: She's an owner. She's been there every
22 day for over 20 years.

23 MR. REYNOLDS: That doesn't mean that she's active in
24 the day-to-day operations. And I'm trying not to coach
25 her.

1 your company.

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19 knowledge is of the business as opposed to telling her
20 what it is, and she might give an answer?

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22 day for over 20 years.

23 MR. REYNOLDS: That doesn't mean that she's active in
24 the day-to-day operations. And I'm trying not to coach
25 her.

1 MR. REYNOLDS: Go ahead.

2 MR. BOYLAN: And it's sanctionable.

3 MR. REYNOLDS: Go ahead.

4 BY MR. BOYLAN:

5 Q Do you have authority over those individuals who
6 are involved in loan modifications or loan workouts,
7 ma'am?

8 A I have a management team.

9 Q Who has authority over that particular type of
10 work?

11 A My management team.

12 Q Who by name?

13 A Whoever my management team is.

14 Q What are their names?

15 MR. REYNOLDS: You're asking for who currently is on
16 the management team?

17 MR. BOYLAN:

18 Q Who currently has that responsibility that I
19 described, ma'am? What is their names?

20 A Cathy Cole Sherborn.

21 (Reporter clarification.)

22 THE WITNESS: I'm sorry. Cathy Cole Sherborn.

23 BY MR. BOYLAN:

24 Q What is her title?

25 A She is the manager over operations.

1 Q All operations?

2 A Whatever she's -- does as our manager.

3 Q What operations is she the manager over, ma'am?

4 A Operations of Trustee Corps.

5 Q What specific functions?

6 A Management over the work.

7 Q Can you describe the specific functions, ma'am?

8 A Not quite sure.

9 Q Did you at any time in 2011 or before have
10 discussions with your husband about whether the company
11 should obtain a collection agency license in Nevada?

12 A No.

13 Q Who did you discuss that with?

14 A Just came up in a conversation, management.

15 Q With who? Can I have the names, please?

16 A All of our management team.

17 Q Very good. What are the names?

18 A Cathy Cole Sherborn.

19 Q Any others?

20 A Gloria Juarez.

21 Q Who else, ma'am?

22 A I can't remember offhand.

23 Q And your husband was involved?

24 A I believe he was in the meeting.

25 Q Okay. Where was the meeting?

1 A In an office.

2 Q Where ma'am?

3 A In Irvine.

4 Q At your current office location?

5 A Yes.

6 Q What was discussed at the meeting?

7 A Whatever was on the agenda, and I don't remember.

8 Q There was a written agenda, correct?

9 A No. It's more like a verbal, just kind of
10 like --

11 Q Do you deny, under oath, ma'am -- just for
12 clarity, do you deny, under oath that there was a written
13 agenda?

14 A There could have been, but I don't remember.
15 This was several years ago, sir.

16 Q What was on the agenda with respect to debt
17 collection license?

18 A I don't remember.

19 Q What was said at the meeting about the debt
20 collection license?

21 A I don't remember.

22 Q Who said that they wanted to obtain a debt
23 collection license in Nevada, which participants at the
24 meeting?

25 A There was just whoever was there participate --

1 just talking about it.

2 Q And everyone agreed to do that?

3 A I don't remember. I may have stepped out of the
4 room.

5 Q What were some of the reasons given at that time
6 to obtain a debt collection license in Nevada at that
7 meeting?

8 A I don't recall.

9 Q Was there, at that meeting, a review or any
10 discussion of the activities, the actual business
11 activities that MTC was performing in Nevada at that time?

12 A I don't remember.

13 Q Was there any major expense of the business that
14 occurred in Nevada at that time?

15 A I don't remember.

16 Q When was the last major expense of the scope of
17 the business performed in Nevada by the company?

18 MR. REYNOLDS: Assumes -- objection. Assumes facts
19 not in evidence.

20 You can answer.

21 THE WITNESS: I don't know. I don't remember.

22 BY MR. BOYLAN:

23 Q Has there been any such major expense or has the
24 business essentially been the same in Nevada since you
25 began in 2000?

1 A No.

2 Q What kind of computer software does the company
3 utilize today for its data?

4 A I have no idea.

5 Q Who has responsibility for that?

6 A Management team.

7 Q What person by name?

8 A I wouldn't know. It's group of them.

9 Q What are all their names, then?

10 A Cathy Cole Sherborn, Gloria Juarez, Victor
11 Hutchins.

12 Q Victor did you say?

13 A Uh-huh.

14 Q What are each of their titles, please?

15 A They're all vice presidents of the company.

16 Q Are there any other vice presidents other than
17 those you named and yourself?

18 A Robert Ruelas.

19 Q Spell the last name, please.

20 A R-u-e-l-a-s.

21 Q And what is his responsibility?

22 A He does all of our marketing.

23 Q What else, anything?

24 A No.

25 Q And what about Victor, what is his

1 responsibility?

2 A I'm not quite sure.

3 Q What would you estimate it to be, based on your
4 observations?

5 A I don't know. Maybe mailings or something. I
6 don't really know.

7 Q You have a vice president in charge of mailings?

8 A Well, I'm not quite sure what his title is.

9 Q And Gloria Juarez, what is her responsibility
10 area?

11 A She has human resources.

12 Q And what else?

13 A And some of our accounting.

14 Q And Cathy, what -- what's her areas of
15 responsibility? Kathy --

16 A She is our oper- -- she takes care of the
17 operations.

18 Q And what else?

19 A That's all I know.

20 Q Is she in charge of operations for Nevada as
21 well?

22 A I don't know.

23 Q Is there a limit on her authority with respect to
24 operations, that you know of?

25 A No.

1 money for the company?

2 A No.

3 Q Have you ever done so?

4 A No.

5 Q I'll hand you what's been marked as Exhibit 1,
6 your counsel provided to me this morning and indicated to
7 me it's a corrected version of a document previously
8 produced to us.

9 (Exhibit 1 was so marked.)

10 BY MR. BOYLAN:

11 Q Take a look at Exhibit 1, please, ma'am, and tell
12 us, is that your signature on the document?

13 A Yes.

14 Q Now, you just said that you have any involvement
15 with outgoing or incoming money for the company and never
16 have; do you recall that testimony?

17 MR. REYNOLDS: Objection. That misstates her
18 testimony.

19 BY MR. BOYLAN:

20 Q Do you recall that testimony, ma'am?

21 A Okay.

22 Q Would you like to correct that testimony?

23 MR. REYNOLDS: Objection. Mischaracterizes what she
24 said.

25 You can answer.

1 Q If those individuals send in money to MTC
2 corporation, for various reasons, reinstatement,
3 forbearance, whatever the reason may be or to pay off the
4 loan, that money -- you're involved with that for
5 approximately two hours a day that you spend on that
6 activity?

7 MS. MAZIARZ: Form.

8 (Reporter clarification.)

9 MS. MAZIARZ: Form.

10 MR. REYNOLDS: Objection to the form of the question.
11 Vague and ambiguous. Compound.

12 You can answer.

13 THE WITNESS: Not necessarily.

14 BY MR. BOYLAN:

15 Q Sometimes, though?

16 A Maybe.

17 Q How often?

18 A As needed.

19 Q Well, how often on average per week?

20 A I thought I answered before.

21 Q You said hours per day. But you didn't say how
22 often you handle the money that's coming in as I
23 described.

24 A I don't handle the money that comes in.

25 Q All right. Let's say, this is handling money.

1 See where you put your signature on that, you were wire
2 transferring money that came in, correct?

3 A Yes.

4 Q Okay. Well, how often, do you do that?

5 A As needed.

6 Q How often give me your best estimate, under your
7 oath, to swear to tell the truth?

8 MR. REYNOLDS: Objection. You're badgering the
9 witness. Keep it up. We'll stop now.

10 BY MR. BOYLAN:

11 Q Okay. How often do you do it, ma'am?

12 A As needed.

13 Q Give me an estimate of the number of times per
14 day?

15 A Maybe once.

16 Q All right. Let's try to make it easy for your
17 memory function. How about --

18 MR. REYNOLDS: Objection. Now you're badgering again.

19 BY MR. BOYLAN:

20 Q Okay. How about yesterday? How many times were
21 you involved in handling receiving or transferring money
22 yesterday?

23 A None.

24 Q And the day before?

25 A Maybe once.

1 Q Okay. And how did that money come in?

2 A Don't know.

3 Q What did you do with it? How were you involved?

4 A I just signed the wires. I just wire. That was
5 it. Just signed it. My scope is as good as my
6 penmanship. That's it.

7 Q Then why is your signature needed, then?

8 A As a -- because as an owner, I sign.

9 Q I see. Does anyone else other than you or your
10 husband have signature authority over the bank accounts?

11 A No.

12 Q Has that always been true?

13 A Yes.

14 Q So -- pardon me, I don't mean this to be
15 repetitive, but you're saying that has not prompted me.

16 So on average -- let's say on a weekly basis, on
17 average, how many times do you and/or your husband sign
18 papers for the transfer of money that has come in from
19 debtors?

20 MR. REYNOLDS: If you know.

21 THE WITNESS: If I know, maybe once, twice. I
22 don't --

23 BY MR. BOYLAN:

24 Q You and your husband together?

25 A Depends on the day of the week.

1 MR. BOYLAN: That's because you've been talking too
2 much.

3 MR. REYNOLDS: Actually you have.

4 MR. BOYLAN: That's because I'm taking the deposition.

5 MR. REYNOLDS: Well you're not going to take it
6 exactly the way you want.

7 MR. BOYLAN: Well, the judge is going to have to
8 decide that, so...

9 MR. REYNOLDS: That's right.

10 BY MR. BOYLAN:

11 Q All right. So let's go back, ma'am. With
12 respect to money paid, related to an underlying debt,
13 regardless of the source of the money, back between 2007
14 and 2012, on average, how many times did you or your
15 husband sign documents similar to Exhibit 1, for the
16 transfer or receipt of money?

17 A I don't remember.

18 Q What's your best estimate, under oath?

19 A I don't have an estimate. I don't remember.

20 Q Was it about the same during those years as what
21 you described, more recently?

22 A Don't know.

23 Q Did it change at any time?

24 A I'm not -- don't know.

25 Q What is Exhibit 1?

1 A Piece of paper.

2 Q Can you be more specific?

3 A It's a piece of paper that just says, domestic or
4 international U.S. funds only. That's what it says.

5 Q That is your signature?

6 A Yes.

7 Q Why did you sign it?

8 A Because it's my job as an owner. I signed that
9 piece of paper.

10 Q What was the purpose of your signature?

11 A So this could -- this piece of paper could be
12 given to the bank.

13 Q And then what was going to happen?

14 A Whatever the bank does.

15 Q You have no understanding of the document beyond
16 what you've sworn to just now?

17 A Well, it says who it's from, who it's going to,
18 and that's all -- and the amount, that's it.

19 Q And this is money that your company collected and
20 was forwarding to the bank, Wells Fargo, correct?

21 A Well, that's what the paper says.

22 Q And that's correct, right?

23 A Well that's what it says on paper.

24 Q Well, when you signed it, you weren't doing
25 anything false or criminal or untrue; were you?

1 A No.

2 Q And you see there where it says, "apply funds to
3 the loan of Raymond Sansota," do you see that?

4 A Okay.

5 Q Did you put that there?

6 A No.

7 Q Did you read that before you signed it?

8 A I looked at the document.

9 Q What does that phrase mean, can you explain?

10 A That just tells me that that's what Wells Fargo
11 put on the piece of paper and that's what's on the piece
12 of paper.

13 Q You're claiming that Wells Fargo created it,
14 rather than MTC; is that your --

15 A No.

16 Q -- sworn testimony?

17 A What I'm saying is that, it just -- like what it
18 says right there, it says "beneficiary's bank," which says
19 the name and that's what they're supposed to do it with
20 it. I don't know. That's what it says on the piece of
21 paper. That's it.

22 Q This document was created by MTC, correct,
23 Exhibit 1?

24 A Yeah.

25 Q Okay. So what's your understanding of what that

1 or any of the years, 2007 to 2012?

2 MR. REYNOLDS: Objection. Calls for legal conclusion.

3 MR. BOYLAN: We're actually leaving all that open.

4 MR. JOHNSEN: Oh, I'm sorry. I'll open it up.

5 MR. REYNOLDS: Okay. Objection. Calls for legal
6 conclusion. Assumes facts not in evidence. Vague.

7 MS. MAZIARZ: Form.

8 BY MR. BOYLAN:

9 Q Your answer, ma'am?

10 A I don't remember.

11 Q What is your best estimate? Are you able to
12 estimate?

13 A No.

14 Q What is your best ballpark number? Can you tell
15 us that?

16 A I don't know.

17 Q Can you tell us, for example -- I'll try to give
18 you more clarity -- whether each -- whether during each or
19 any one of those years, 2007 to 2012, your company
20 collected on behalf of its lender clients and related to
21 defaulted debtors amounts of money over \$10 million?

22 MR. REYNOLDS: I'll have the same objection that I had
23 before.

24 MS. MAZIARZ: Form. Vague.

25 BY MR. BOYLAN:

1 Q Your answer, ma'am?

2 A I don't know.

3 Q What is your best estimate whether it's over or
4 under \$10 million during those years?

5 A I don't know.

6 Q Are you able to estimate whether it's more or
7 less than \$10?

8 A Yes.

9 Q And it was more than \$10, each of those years?

10 A Yes.

11 Q Can you tell us whether it was more than \$10,000
12 during each of those years?

13 A Yes.

14 Q Can you tell us whether it was more than a
15 hundred thousand dollars each of those years?

16 A Yes.

17 Q All right. Can you tell us whether during each
18 of those years it was more than \$200,000?

19 A Yes.

20 Q Can you tell us whether during each of those
21 years it was more than \$300,000?

22 A Yes.

23 Q Can you tell us whether during each of those
24 years it was more than \$500,000?

25 A Yes.

1 Q Can you tell us whether during each of those
2 years it was more than \$700,000?

3 A Yes.

4 Q Can you tell us whether during each of those
5 years it was more than \$900,000?

6 A Yes.

7 Q Can you tell us whether during each of those
8 years it was more than a million dollars?

9 A Yes.

10 Q Can you tell us whether during each of those
11 years it was more than \$2 million?

12 A Yes.

13 Q Can you tell us whether during each of those
14 years it was more than \$5 million?

15 A Yes.

16 Q Can you tell us whether during each of those
17 years it was more than \$7 million?

18 A Yes.

19 MR. BOYLAN: Don't -- please don't coach the witness.

20 MR. REYNOLDS: No, I'm not.

21 MR. BOYLAN: She's looking at you.

22 MR. REYNOLDS: She's looking and then --

23 MR. BOYLAN: There's no question pending.

24 MR. REYNOLDS: -- look on her face.

25 MR. BOYLAN: Well, she's under oath, so that's up to

1 don't know what "okay," means.

2 THE WITNESS: Yes.

3 MR. BOYLAN: Okay. Well, she'll give you a yes or no.
4 That's progress.

5 BY MR. BOYLAN:

6 Q So a bank of phones where a bunch of people
7 operate the phones. Where is that located at for MTC?

8 A In each of our offices.

9 Q And how many offices do you have?

10 A Four.

11 Q Is one of those offices dedicated to the state of
12 Nevada, or do they all do work in relation to all five or
13 six of the states your company operates?

14 A There's specific -- the -- often we have an
15 office in Nevada.

16 Q And does it do all the Nevada-related work?

17 A I don't know.

18 Q How long have you had the office in Nevada?

19 A 2000, I don't recall.

20 Q What's the address of the office that you had in
21 Nevada since 2000?

22 A I don't know. I know it's on Red Rock.

23 Q Okay. How many people are there in the phone
24 bank in that office?

25 MR. REYNOLDS: Objection. I -- I -- I'm really not

1 trying to make us change the testimony. I'm just going to
2 object under grounds that it assumes facts not in
3 evidence, i.e., that she said that there is a phone bank.

4 BY MR. BOYLAN:

5 Q How many, ma'am, would you estimate?

6 A I don't know.

7 Q Is it more than a hundred?

8 A No.

9 Q Is it less than a hundred?

10 A Yes.

11 Q Is it less than 20?

12 A I'm not sure.

13 Q Is it more than ten?

14 A Yes.

15 Q And how long has that been true that you've had
16 approximately ten people or more during that phone bank
17 work in Nevada?

18 MR. REYNOLDS: Objection. Same objection. Assumes
19 facts not in evidence.

20 THE WITNESS: I don't know.

21 BY MR. BOYLAN:

22 Q Since 2000, though, right? Since you've had that
23 office?

24 A Yes.

25 Q Do you supervise those people?

1 A Yes.

2 Q All right. That's it. What is your best
3 estimate of whether the number of calls made from the
4 group of employees handling the phone work in Nevada, on a
5 monthly basis, is more or less than a hundred calls a
6 month?

7 A More.

8 Q Okay. And what are they doing in these phone
9 calls, do you know?

10 A That, I do not know.

11 Q What's the purpose of the calls?

12 A I don't know.

13 Q But you do know that they're -- they're making
14 calls that include communications with debtors who are in
15 default on their loans, correct?

16 A I guess.

17 Q That's what they do?

18 A Yes.

19 Q Right?

20 MR. REYNOLDS: Objection. Now you're telling the
21 witness what they do and she answered again with "guess"
22 which has been a problem in this deposition.

23 MR. BOYLAN: Well, we don't have a videotape. But
24 it's very clear to me that that's her way of answering
25 "yes," because she's just scared to say the word yes. But

1 Q Is she in charge of accounts receivable?

2 A Yes.

3 Q I want you to take a look, please, at what's been
4 marked as Exhibit 4.

5 (Exhibit 4 was so marked.)

6 BY MR. BOYLAN:

7 Q These were produced by your company in this case,
8 ma'am, through your counsel. It's called the initial
9 disclosures. It also has a number of documents in which
10 have been redacted, that are attached.

11 We are very fortunate, ma'am, in doing our work
12 here together today that the pages are numbered by your
13 counsel in the lower right-hand corner.

14 Do you see if you -- open it up to any page.
15 You'll see in the lower-hand corner -- no, no. Go back
16 further to the documents that are being produced.

17 You see in the lower right-hand corner where it
18 says TC, Trustee Corporation, and then it has numbers?

19 A Yes.

20 Q Okay. So that's doing it easy. In many cases
21 I'm going to refer you to the number in the lower
22 right-hand corner so you can flip -- quickly flip to the
23 number. Do you follow me?

24 A Yes.

25 Q First, I want to ask you some quick questions:

1 Q You never heard that term before?

2 A No.

3 Q 69, do you recognize that 69 has any relationship
4 to Exhibit 1, which bears your signature?

5 A It has the same name and the same loan number.

6 Q It's called a funds remittance cover sheet. What
7 does that mean?

8 A I don't know.

9 Q What does remittance mean, do you know?

10 A Not really, no.

11 Q What does funds mean?

12 A It usually means money.

13 Q Okay. All right. But can you look at the
14 content of the document and maybe give us your best
15 estimate of what you believe remittance might mean from
16 the content of the document?

17 A It has to do with money.

18 Q Yeah. It's a way of passing money to your lender
19 -- your clients, right, your company's clients?

20 A Yes.

21 Q And this is money that you've collected. In this
22 case, it involves my client, the Sansotas and the loan
23 number shown there, correct?

24 A Yes.

25 Q And there are various options here for money

1 that's been conveyed to your company; sometimes it's for
2 reinstatement; sometimes it's just a payoff. And there
3 are different itemizations there; and sometimes the
4 money's collected and passed on when the property is sold
5 and that's the box that's checked here at the bottom,
6 correct?

7 A Yes.

8 Q But all these options are things that your
9 company would sometimes do and remit the funds, right, all
10 the boxes?

11 MR. REYNOLDS: Objection. Lack of foundation.
12 Assumes facts not in evidence.

13 MS. MAZIARZ: Join.

14 THE WITNESS: Yes.

15 BY MR. BOYLAN:

16 Q And you would, personally, be involved in that,
17 right, if you received funds; for example, for
18 reinstatement or payoff or refund, you would frequently --
19 not always -- but you would frequently be involved, as
20 shown on Exhibit 1, where you would wire that money to the
21 client lender who was collecting it, correct?

22 A No.

23 Q Well, isn't that exactly what you did here,
24 ma'am? You see the box and then here on Exhibit 1, you --
25 you sent the money that was collected.

1 you can just stipulate to that.

2 MR. REYNOLDS: We stipulate to that.

3 MR. BOYLAN: Okay. Very good. Thank you.

4 BY MR. BOYLAN:

5 Q Okay. Look at page 71. You see those total ---
6 those two cashier checks which total the \$51,000?

7 A Yes.

8 Q And you see Exhibit 1, with your signature, the
9 \$51,000?

10 A Yes.

11 Q Okay. So this is the money -- the cashier's
12 check reflected on Exhibit 71, is the money you collected,
13 put into your trust account in March of 2011, and then you
14 transferred that money to your lender client Wells Fargo a
15 few days later -- you did that personally -- excuse me --
16 by your signature, you authorized it -- those monies to be
17 transferred to your client lender on -- on March 14th,
18 2011, as shown in Exhibit 1, correct?

19 A Yes.

20 Q Let's look at page 72. This is an MTC company --
21 your company's invoice, correct?

22 A I've never seen it, but yes.

23 Q But you recognize it as an MTC invoice, correct?

24 A Yes.

25 Q And you see it relates to the Sansotas and the

REPORTER'S CERTIFICATE

I, ROSHEEN A. SHEEHY, CSR No. 13710, a Certified
Shorthand Reporter, certify;

That the foregoing proceedings were taken before
me at the time and place therein set forth, at which time
the witness was put under oath by me;

That the testimony of the witness, the questions
propounded, and all objections and statements made at the
time of the examination were recorded stenographically by
me and were thereafter transcribed;

That the foregoing is a true and correct
transcript of my shorthand notes so taken.

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

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

Dated this 7th day of July, 2016.


ROSHEEN A. SHEEHY, CSR No. 13710

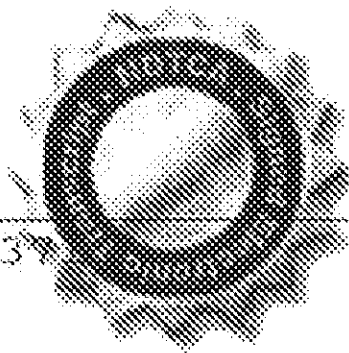


EXHIBIT “E”

CORRECTIONS TO TERRY JOHNSEN DEPOSITION TRANSCRIPT

Page No.	Line No.	Correction	Reason for Correction
6	21	"Probably 1993" changed to "1992"	Correction/recollection/completeness (for all changes)
7	2	"Majority" changed to "Equal 50/50"	See above
9	8	"To just oversee and make sure that we are keeping up with the integrity of what we're required to do as far as human resources concerns" changed to "I oversee payroll"	See above
9	17	"is in charge of HR legal compliance" added to end of sentence	See above
10	3	"team" deleted "and management teams" added	See above
10	7	"Yes" deleted "At various times, we have had an in-house counsel. We have always had outside counsel." added	See above
16	10	"and management team" added at end of sentence	See above
16	14	"Both of us" deleted "Yes" added	See above
16	19	"Yes" changed to "No, my husband and the management team does" added	See above
16	21	"Yes" changed to "Yes, as to my husband"	See above
17	1	"Just to have" changed to "I don't know"	See above
17	3	"No" changed to "I don't know"	See above
17	6	"No" changed to "I don't know"	See above
17	22	"I don't know about applying for a license, but we did" added to beginning of sentence	See above
18	17	"No" changed to "No, I did not have any understanding as to this issue"	See above
18	24	Sentence now reads "It was not discussed with me."	See above
19	2	"recall" changed to "know"	See above

Page No.	Line No.	Correction	Reason for Correction
19	10	"No" changed to "I had nothing to do with any license"	See above
19	13	Sentence now reads "I had no involvement in the decision"	See above
19	15	"2000" changed to "2000, I believe"	See above
19	17	"Just doing business in Nevada" changed to "Just doing foreclosure trustee business in Nevada"	See above
21	11	"We do eviction work" changed to "Nonjudicial foreclosure work"	See above
24	20	"Cathy Cole Sherborn" changed to "Cathe Cole-Sherburn"	See above
25	14	"Just came up in a conversation, management" changed to "No one"	See above
25	16	"All of our management team" changed to "No one"	See above
25	18	"Cathy Cole Sherborn" deleted (N/A)	See above
25	20	"Gloria Juarez" deleted (N/A)	See above
25	22	"I can't remember offhand" deleted (N/A)	See above
25	24	"I believe he was in the meeting" deleted (N/A)	See above
26	1	"In an office" replaced with "I never had a meeting"	See above
26	5	"Yes" deleted (N/A)	See above
26	7	"Whatever was on the agenda, and I don't remember" deleted (N/A)	See above
26	9	It is more like a verbal, just kind of like" replaced with "I was not at a meeting"	See above
26	14	"There could have been, but I don't remember. This was several years ago, sir" replaced with "I was not at a meeting"	See above
26	18	"I don't remember" replaced with "I was not at a meeting"	See above

Page No.	Line No.	Correction	Reason for Correction
26	21	"I don't remember" replaced with "I was not at a meeting"	See above
26	25	"There was just whoever was there participate – just talking about it" replaced with "I was not at a meeting"	See above
27	3	Sentence now reads "I was not at any meeting"	See above
27	8	"I don't recall" replaced with "I am not aware of such a meeting"	See above
27	12	"I don't remember" replaced with "I was not at any meeting, if there was one"	See above
29	10	"Cathy Cole-Sherborn" replaced with "Cathe Cole-Sherburn"	See above
30	13	"And some of our accounting" replace with "And our accounting"	See above
33	17	"I don't remember" replaced with "I am not aware of any meeting"	See above
34	21	"I would have no reason to know" added as last sentence	See above
36	3	"Trusteecorps.com" replaced with "tjohnsen@trusteecorps.com"	See above
36	11	"That has nothing to do with why I'm here, at all" replaced with "Yes"	See above
36	13	"No" replaced with "Yes"	See above
37	5	"I don't know" replaced with "No"	See above
37	20	"I don't remember" replaced with "No"	See above
37	22	"That, I don't remember" replaced with "No"	See above
37	25	"No" replaced with "I did not conduct a search"	See above
38	11	"No" replaced with "Right"	See above
38	21	"No" replaced with "Yes, that is correct"	See above

Page No.	Line No.	Correction	Reason for Correction
40	11	"As to phone communications, I don't know anything about a phone bank" added	See above
43	11	"I and my husband have the check signing authority. I do sign wire transfers for our bank to wire money" added	See above
47	21	"If I know, maybe twice" deleted, "I don't know" added	See above
47	25	"Depends on the day of the week" deleted, "We don't sign checks or wires together" added	See above
48	16	"Uh huh" deleted, "Yes" added	See above
54	23	"Okay" deleted, "Yes" added	See above
55	8	"Was in trust account" deleted, "The money was in the company's bank account" added	See above
55	18	"I don't remember, maybe" deleted, "No. I don't make deposits" added	See above
61	5	"Pacific Western Bank is the only bank with trust accounts" added	See above
62	1	"In a safe" deleted, "Records are kept electronically" added	See above
62	14	"I believe" deleted, "Electronic" added	See above
62	16	"Thumb drive" deleted, "I don't know" retained	See above
62	18	"The bank" deleted, "I don't know" added	See above
62	24	Sentence changed to "I don't know. I don't receive a thumb drive."	See above
63	2	"I don't know" changed to "I don't"	See above
63	7	"I hand it over to our accounting manager" deleted, "I don't get a thumb drive" added	See above
63	9	Sentence now reads "I don't get a thumb drive"	See above

Page No.	Line No.	Correction	Reason for Correction
63	12	"Gloria Juarez" deleted, "I don't get a thumb drive" added	See above
66	15	"Yes" deleted, "No. I don't know specific numbers as to Nevada" added	See above
66	18	"Yes" deleted, "No. I don't know specific numbers as to Nevada" added	See above
68	18	"Yes" deleted, "No" added	See above
68	20	"believe" deleted, "don't receive those" added	See above
69	15	"I don't really know" deleted, "La Tanya Wilson" added	See above
70	24	"L.A., I don't know" deleted	See above
71	1	"I don't recall" deleted, "Brea" added	See above
81	1	"remember" deleted, "know" added	See above
81	8	"I don't know" deleted, "Phone work is not done in Nevada" added	See above
81	12	"I don't -- I don't know" deleted, "Phone work not done in Nevada" added	See above
81	16	"I guess" deleted, "No" added	See above
81	18	"I don't know" deleted, "Phone work is not done in Nevada" added	See above
82	7	"I guess" deleted, "Phone work is not done in Nevada" added	See above
82	9	"I don't honestly know" deleted, "Not applicable" added	See above
82	11	"I don't know" deleted, "Not applicable" added	See above
85	11	"Managers" deleted, "I don't know" added	See above
85	16	"Back of the local offices, I guess" deleted, "I don't know" added	See above
86	7	"I suppose" deleted, "I don't know" added	See above

Page No.	Line No.	Correction	Reason for Correction
116	5	""Cozoda?" deleted, "Quezada?" added	See above
116	8	"I don't know" deleted, "Facilities Manager" added	See above
116	10	"I don't know" deleted, "He is responsible for building repairs and maintenance at the Irvine office" added	See above
116	18	"I don't know" deleted, "Because he is an employee" added	See above
132	3	"I don't know" deleted, "Johnnelle Gomez" added	See above
132	5	"I'm not -- I don't know. I'm not quite sure" deleted, "Yes" added	See above
132	17	"Janelle" deleted, "Johnnelle" added	See above
133	9	"No" deleted, "Yes, to say hello" added	See above
138	1	"Bank of" deleted	See above

1 STATE OF CALIFORNIA

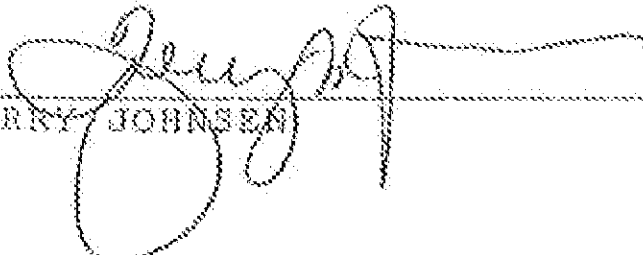
2 COUNTY OF

Orange

} SS.

3
4
5
6
7 I, the undersigned, declare under penalty of perjury
8 that I have read the foregoing transcript, and I have made
9 any corrections, additions or deletions that I was
10 desirous of making; that the foregoing is a true and
11 correct transcript of my testimony contained therein.
12

13 EXECUTED this 11 day of August,
14 2016, Irvine at CA
15 (City) (State)
16
17

18 
19 TERRY JOHNSEN
20
21
22
23
24
25

1 is attached herewith as Exhibit "G". This Notice of Trustee's Sale provides, among
2 other things, that the real property will be sold to "pay the remaining principal sum of
3 the note(s) secured by the Deed of Trust" and additional charges. This notice also
4 provides that "THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A
5 DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF
6 THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION
7 OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE
8 USED FOR THAT PURPOSE." QLS also recorded a separate Notice of Default on
9 this same property owned by HJORTH on October 17, 2008 but without having first
10 obtained relief from the automatic stay which resulted from HJORTH's bankruptcy
11 filing. As QLS did not first obtain relief from the automatic stay, this Notice of
12 Default was void, and as such, this Notice of Default is not included as part of the
13 illegal acts alleged against QLS.

14 5. Plaintiffs RAYMOND SANSOTA and FRANCINE SANSOTA
15 (collectively "SANSOTA") are now residents of the State of Ohio, and were at all
16 relevant times herein, residents of the State of Nevada and, while residing in Nevada,
17 were the subject of illegal collection agency activities and communications from and
18 by Defendant MTC FINANCIAL, INC., DBA TRUSTEE CORPS ("MTC").
19 SANSOTA filed a Chapter 7 bankruptcy on or about August 14, 2008, and received a
20 discharge in said case on or about January 25, 2009, with the case being closed on
21 December 16, 2009. On July 28, 2010, Defendant MTC recorded a Notice of Default
22 on real property owned by SANSOTA. A true and correct copy of this Notice of
23 Default is attached herewith as Exhibit "H". MTC, in this Notice of Default, states
24 that it should be contacted to determine the amount needed to cure the default
25 demanded payment from SANSOTA to get current on his obligation owed to a third
26 party. MTC also recorded a Notice of Trustee's Sale on this property owned by
27 SANSOTA on February 8, 2011. A true and correct copy of this Notice of Trustee's
28 Sale is attached herewith as Exhibit "I". This Notice of Trustee's Sale provides,

— 6 —

THIRD AMENDED COMPLAINT

1 among other things, that the real property will be sold to "pay the remaining unpaid
2 balance of the obligations secured by the property to be sold and reasonably
3 estimated costs, expenses and advances."

4 6. Plaintiff SANDRA KUHN ("KUHN") is now, and/or was at all relevant
5 times herein, a resident of the State of Nevada and, while residing in Nevada, was the
6 subject of illegal collection agency activities and communications from and by
7 Defendant MERIDIAN. KUHN filed a Chapter 7 bankruptcy on or about May 20,
8 2011, and received a discharge in said case on or about August 10, 2011, with the
9 case being closed on or about August 15, 2011. On January 18, 2011, Defendant
10 MERIDIAN recorded a Notice of Default on real property owned by KUHN. A true
11 and correct copy of this Notice of Default is attached herewith as Exhibit "J".
12 MERIDIAN in this Notice of Default, demanded payment from KUHN to get current
13 on his obligation owed to a third party. MERIDIAN also recorded a Notice of
14 Trustee's Sale on this property owned by KUHN on April 21, 2011. A true and
15 correct copy of this Notice of Trustee's Sale is attached herewith as Exhibit "K".
16 This Notice of Trustee's Sale provides, among other things, that the real property will
17 be sold to "pay the remaining principal sum of the note(s); and secured by said Deed
18 of Trust" and additional charges. The Notice of Default from MERIDIAN states that
19 "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT
20 AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
21 PURPOSE." At the time of the filing of her bankruptcy KUHN was not aware of the
22 potential causes of action against MERIDIAN for its illegal collection agency
23 activities. KUHN or the Trustee will reopen her bankruptcy case to amend her
24 bankruptcy schedules and filings to disclose these claims as assets and the Trustee in
25 her bankruptcy case is expected to abandon the claim.

26 7. Plaintiffs JESUS GOMEZ and SILVIA GOMEZ (collectively
27 "GOMEZ") are now, and/or were at all relevant times herein, residents of the State of
28 Nevada and, while residing in Nevada, were the subject of illegal collection agency

1 activities and communications from and by Defendant MERIDIAN. On October 6,
2 2009, Defendant MERIDIAN recorded a Notice of Default on real property owned
3 by GOMEZ. A true and correct copy of this Notice of Default is attached herewith as
4 Exhibit "L". MERIDIAN in this Notice of Default, demanded payment from
5 GOMEZ to get current on their obligation owed to a third party. MERIDIAN also
6 recorded three (3) separate Notices of Trustee's Sale on this property owned by
7 GOMEZ, respectively on October 11, 2010, March 17, 2011, and July 15, 2011. True
8 and correct copies of these Notices of Trustee's Sale are attached herewith as Exhibit
9 "M", Exhibit "N", and Exhibit "O" respectively. These Notices of Trustee's Sale
10 provide, among other things, that the real property will be sold to "pay the remaining
11 principal sum of the note(s): and secured by said Deed of Trust" and additional
12 charges. The Notice of Default and two of the Notices of Trustee's Sale from
13 MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING
14 TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE
15 USED FOR THAT PURPOSE."

16 8. Plaintiff DONNA HERRERA ("HERRERA") is now, and/or was at all
17 relevant times herein, a resident of the State of Nevada and, while residing in
18 Nevada, was the subject of illegal collection agency activities and communications
19 from and by Defendant MERIDIAN. On October 1, 2010, Defendant MERIDIAN
20 recorded a Notice of Default on real property owned by HERRERA. MERIDIAN in
21 this Notice of Default, demanded payment from HERRERA to get current on her
22 debt owed to a third party. MERIDIAN also recorded a Notice of Trustee's Sale on
23 this property owned by HERRERA on January 6, 2011. A true and correct copy of
24 this Notice of Trustee's Sale are attached herewith as Exhibit "P". This Notice of
25 Trustee's Sale provides, among other things, that the real property will be sold to
26 "pay the remaining principal sum of the note(s): and secured by said Deed of Trust"
27 and additional charges. The Notice of Default and the Notice of Trustee's Sale from
28 MERIDIAN state that "[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING

1 TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE
2 USED FOR THAT PURPOSE.”

3 9. Plaintiff ANTOINETTE GILL (“GILL”) is now, and/or was at all
4 relevant times herein, a resident of the State of Nevada and, while residing in
5 Nevada, was the subject of illegal collection agency activities and communications
6 from and by Defendant MERIDIAN and Defendant APPLETON PROPERTIES
7 (“APPLETON”), a Nevada LLC., who benefited from those illegal activities in that
8 this company took possession and title to GILL’S home located at 5144 Teal Petals
9 Street, North Las Vegas, Nevada, and bears APN 124-35-711-102. On January 5,
10 2011, Defendant MERIDIAN recorded a Notice of Default on real property owned
11 by GILL. A true and correct copy of this Notice of Default is attached herewith as
12 Exhibit “Q”. MERIDIAN in this Notice of Default, demanded payment from GILL
13 to get current on her debt owed to a third party. MERIDIAN also recorded a Notice
14 of Trustee’s Sale on this property owned by GILL on June 23, 2011. A true and
15 correct copy of this Notice of Trustee’s Sale are attached herewith as Exhibit “R”.
16 This Notice of Trustee’s Sale provides, among other things, that the real property will
17 be sold to “pay the remaining principal sum of the note(s); and secured by said Deed
18 of Trust” and additional charges. The Notice of Trustee’s Sale from MERIDIAN
19 state that “[MERIDIAN] IS A DEBT COLLECTOR ATTEMPTING TO COLLECT
20 A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT
21 PURPOSE.” On or about July 14, 2011, MERIDIAN illegally foreclosed on GILL’S
22 home and sold it to APPLETON.

23 10. Plaintiff JESSE HENNIGAN (“HENNIGAN”) is now, and/or was at all
24 relevant times herein, a resident of the State of Nevada and, while residing in
25 Nevada, was the subject of illegal collection agency activities and communications
26 from and by Defendant NATIONAL DEFAULT SERVICING CORPORATION
27 (“NDSC”). On or about January 4, 2011, Defendant NDSC sent Plaintiff
28 HENNIGAN a debt validation letter relating to his debt. A true and correct copy of

1 this correspondence is attached herewith as Exhibit "S". In the letter, NDSC stated
2 that it "has been retained to enforce the terms of the above referenced loan by non-
3 judicial foreclosure", stated a purported "good faith estimate of the debt owed",
4 stated that additional charges could include "expenses of collection", identified the
5 third-party creditor to "whom the debt is owed" and the loan servicer, stated that
6 NDSC would "assume that the debt is valid" unless Plaintiff HENNIGAN disputed
7 the "validity of the debt" within thirty days of receiving the notice. At the bottom of
8 the letter, NDSC also stated that it is "not a Debt Collector as that term is defined
9 pursuant to the Fair Debt Collection Practices Act" but that, should "a subsequent
10 determination be made that this firm is a Debt Collector as that term is defined within
11 the Act," then Plaintiff HENNIGAN is "notified that any information obtained will
12 be used for the purpose of collecting a debt." HENNIGAN filed a Chapter 7
13 bankruptcy on or about April 27, 2011, and received a discharge in said case on or
14 about July 27, 2011, with the case being closed on November 1, 2011. The
15 bankruptcy case for HENNIGAN was re-opened on or about April 13, 2012, and the
16 bankruptcy schedules and documents were amended to include the potential claims of
17 HENNIGAN against NDSC. The bankruptcy case for HENNIGAN was again closed
18 on June 26, 2012, whereby the bankruptcy Trustee abandoned these claims, which
19 claims thereby reverted to HENNIGAN upon the closing of their bankruptcy case.
20 On June 30, 2009, Defendant NDSC recorded a Notice of Default on real property
21 owned by HENNIGAN. NDSC recorded another Notice of Default on December 27,
22 2010. A true and correct copy of this Notice of Default is attached herewith as
23 Exhibit "T". Both Notices of Default from NDSC provide, among other things, a
24 demand for payment from HENNIGAN to get current on his obligation owed to a
25 third party, as well as the statement that "This is an attempt to collect a debt and any
26 information obtained will be used for that purpose." NDSC also recorded two
27 separate Notices of Trustee's Sales, respectively on October 2, 2009 and April 8,
28 2011. A true and correct copy of one of these Notices of Trustee's Sales is attached

1 herewith as Exhibit "U". These Notices of Trustee's Sale provide, among other
2 things, that the real property will be sold to "satisfy the indebtedness secured by said
3 Deed of Trust . . . , the unpaid balance of the Note secured by such Deed of Trust"
4 and additional charges.

5 11. Plaintiff SUSAN KALLEN ("KALLEN") is now, and/or was at all
6 relevant times herein, a resident and citizen of the State of Nevada and, while
7 residing in Nevada, was the subject of illegal collection agency activities and
8 communications from and by Defendant CALIFORNIA RECONVEYANCE
9 COMPANY ("CRC"). On January 21, 2011, Defendant CRC recorded a Notice of
10 Default on real property owned by KALLEN. A true and correct copy of this Notice
11 of Default is attached herewith as Exhibit "V". In this Notice of Default, CRC seeks
12 payment from KALLEN to stop the foreclosure on her property. This Notice of
13 Default from CRC states that "[CRC] IS A DEBT COLLECTOR ATTEMPTING
14 TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED
15 FOR THAT PURPOSE."

16 12. Plaintiff ROBERT MANDARICH ("MANDARICH"), a Nevada
17 resident, is now, and/or was at all relevant times herein, a resident and citizen of the
18 State of Nevada and, while residing in Nevada, was the subject of illegal collection
19 agency activities and communications from and by Defendant NDSC. On or about
20 September 16, 2011, Defendant NDSC sent Plaintiff MANDARICH a debt validation
21 letter relating to his debt. A true and correct copy of this correspondence is attached
22 herewith as Exhibit "W". In the letter, NDSC stated that it "has been retained to
23 enforce the terms of the above referenced loan by non-judicial foreclosure", stated a
24 purported "good faith estimate of the debt owed", stated that additional charges could
25 include "expenses of collection", identified the third-party creditor to "whom the
26 debt is owed" and the loan servicer, stated that NDSC would "assume that the debt is
27 valid" unless Plaintiff MANDARICH disputed the "validity of the debt" within thirty
28 days of receiving the notice. At the bottom of the letter, NDSC also stated that it is

1 “not a Debt Collector as that term is defined pursuant to the Fair Debt Collection
2 Practices Act” but that, should “a subsequent determination be made that this firm is
3 a Debt Collector as that term is defined within the Act,” then Plaintiff MANDARICH
4 is “notified that any information obtained will be used for the purpose of collecting a
5 debt.” On September 28, 2011, Defendant NDSC recorded a Notice of Default on
6 real property owned by MANDARICH. A true and correct copy of this Notice of
7 Default is attached herewith as Exhibit “X”. The Notice of Default from NDSC
8 provides, among other things, a demand for payment from MANDARICH to get
9 current on his obligation owed to a third party, as well as the statement that “This is
10 an attempt to collect a debt and any information obtained will be used for that
11 purpose.” NDSC also recorded a Notices of Trustee’s Sale on January 11, 2012. A
12 true and correct copy of this Notice of Trustee’s Sales is attached herewith as Exhibit
13 “Y”. This Notice of Trustee’s Sale provides, among other things, that the real
14 property will be sold to “satisfy the indebtedness secured by said Deed of Trust . . . ,
15 the unpaid balance of the Note secured by such Deed of Trust” and additional
16 charges.

17 13. Plaintiff JAMES NICO (“NICO”), a Nevada resident, is now, and/or
18 was at all relevant times herein, a resident and citizen of the State of Nevada and,
19 while residing in Nevada, was the subject of illegal collection agency activities and
20 communications from and by Defendant NDSC. On November 13, 2009, Defendant
21 NDSC recorded a Notice of Default on real property owned by NICO. A true and
22 correct copy of this Notice of Default is attached herewith as Exhibit “Z”. The
23 Notice of Default from NDSC provides, among other things, a demand for payment
24 from NICO to get current on his obligation owed to a third party, as well as the
25 statement that “This is an attempt to collect a debt and any information obtained will
26 be used for that purpose.” On or about February 1, 2010, and February 3, 2010,
27 NDSC also sent two letters to Plaintiff NICO, which included as enclosures amounts
28 that NDSC contended Plaintiff NICO needed to pay to reinstate or payoff his

1 obligation owed to a third party. True and correct copies of these letters and their
2 enclosures are attached herewith as Exhibit "AA". NDSC in these letters directed
3 Plaintiff NICO to make payment in the form of certified funds (which NDSC defined
4 as cashier's check or money order) payable to NDSC. NDSC also included in its
5 reinstatement and pay off quotations amounts for NDSC's illicit fees and costs as part
6 of Plaintiff NICO's obligations to a third party. NDSC also recorded two separate
7 Notices of Trustee's Sale on respectively on March 4, 2011 and June 9, 2011. True
8 and correct copies of these Notices of Trustee's Sales are attached herewith
9 respectively as Exhibits "BB" and "CC". These Notices of Trustee's Sale provide,
10 among other things, that the real property will be sold to "satisfy the indebtedness
11 secured by said Deed of Trust . . . , the unpaid balance of the Note secured by such
12 Deed of Trust" and additional charges.

13 14. Plaintiff PATRICIA TAGLIAMONTE ("TAGLIAMONTE"), a Nevada
14 resident formerly known as Patricia Segura, is now, and/or was at all relevant times
15 herein, a resident and citizen of the State of Nevada and, while residing in Nevada,
16 was the subject of illegal collection agency activities and communications from and
17 by Defendant QLS. QLS recorded a Notice of Trustee's Sale on real property owned
18 by TAGLIAMONTE on June 26, 2009. A true and correct copy of this Notice of
19 Trustee's Sale is attached herewith as Exhibit "DD". This Notice of Trustee's Sale
20 provides, among other things, that the real property will be sold to "pay the
21 remaining principal sum of the note(s) secured by the Deed of Trust" and additional
22 charges. This notice also provides that "THIS NOTICE IS SENT FOR THE
23 PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO
24 COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE
25 NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM
26 OR THE CREDITOR WILL BE USED FOR THAT PURPOSE."

27 15. Plaintiff BJAN LAGHAEI ("LAGHAEI") is now, and was at all
28 relevant times herein, a resident of the State of Nevada and, while residing in

1 Nevada, was the subject of illegal collection agency activities and communications
2 from and by Defendant MTC. LAGHAEI's property was subject to a mortgage loan.
3 On or about March 20, 2009, MTC as purported trustee of the Deed of Trust for
4 LAGHAEI's home, was seeking to collect on the loan, including by taking the
5 security, i.e. the home, and sent a Notice of Default. A true and correct copy of this
6 Notice is attached as Exhibit "EE". As shown on the face of this Notice, MTC
7 identified itself as a debt collector: "TRUSTEE CORPS [i.e., MTC] IS A DEBT
8 COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
9 PURPOSE." MTC, in this Notice of Default, demanded payment from LAGHAEI to
10 get current on his obligation owed to a third party. In this Notice, MTC also states
11 that it should be contacted to determine the amount needed to cure the default
12 demanded payment from LAGHAEI to get current on his obligation owed to a third
13 party.

14 16. In approximately July 2009, LAGHAEI sought to negotiate the debt on
15 his mortgage loan, so that he could stay in his home, after he became in default under
16 the Note. To that end, LAGHAEI sought a forbearance agreement on the loan with
17 Bank of America ("BAC"), formerly known as Countrywide Home Loans. A true
18 and correct copy of this forbearance agreement is attached as Exhibit "FF". In
19 negotiating this loan forbearance agreement, LAGHAEI communicated with the
20 lender's collection agent, MTC, as the collection agent for BAC. LAGHAEI was told
21 by MTC representatives that a loan modification would be worked out for his loan
22 and not to be concerned with MTC's Notice of Default.

23 17. As part of and pursuant to the forbearance agreement, MTC collected
24 from LAGHAEI on the loan and LAGHAEI paid to MTC a total of about
25 \$19,810.00, to be passed on to BAC, through its collection agent MTC, doing
26 business as Trustee Corps, through a series of three cashier's checks dated July 6,
27 2009, August 5, 2009, and October 19, 2009. True and correct copies of these checks
28 are attached as Exhibit "GG". MTC collected the money and then later delivered the

1 money to its lender client. These checks were made out to Trustee Corps (MTC), for
2 payment on the BAC loan.

3 18. Prior to paying MTC these amounts, LAGHAEI, in approximately June
4 2009, requested from MTC a statement of the amount MTC contended he would
5 need to pay MTC on behalf of its third-party lender in order for LAGHAEI to be
6 current on his debt to this third-party. On or about July 1, 2009, MTC sent
7 LAGHAEI a Reinstatement / Pay Off Demand ("Demand") pursuant to LAGHAEI's
8 request, and, either with or approximately the same period, an enclosure with written
9 directions for sending payment. A true and correct copy of this Demand and related
10 enclosure is attached as Exhibit "HH". In this Demand, MTC states that "TRUSTEE
11 CORPS is a debt collector. Any information obtained will be used for that purpose."
12 MTC also states the amounts due to reinstate LAGHAEI's loan. Expressly included
13 in MTC's calculations was \$3,731.00 in "foreclosure fees/costs due Trustee" (i.e.,
14 MTC). This amount was expressly added to LAGHAEI's debt by MTC. In the
15 Demand, MTC also states that it would only accept cash or cashier's checks made
16 payable to MTC (as Trustee Corps) and that any funds were to be delivered to MTC
17 at its business address. MTC also states that any correspondence should be directed
18 to MTC's "REINSTATEMENT / PAY OFF DEPARTMENT" (rather than the third-
19 party lender). The written enclosure that MTC sent with or around the same time as
20 this Demand included detailed directions as to how Plaintiff LAGHAEI was to make
21 payment on the obligation owed to a third party. MTC instructed him that only cash
22 or cashier's checks would be accepted to cure the default. MTC "reserve[d] the right
23 to return any funds that are not adequate to reinstate or pay off the default on this
24 loan." MTC also identified itself as a debt collector and stated that any information
25 obtained will be used for that purpose.

26 19. LAGHAEI is a Plaintiff and class representative against Defendant
27 MTC only.

28 20. Defendant QLS is a foreign corporation, believed to be a California

1 corporation, located in California, and doing business in the State of Nevada. At all
2 relevant times prior to 2011, QLS did not hold a Nevada license to engage in debt
3 collection activities in the State of Nevada, nor did it register as a foreign collection
4 agency with the Commissioner of the Nevada Financial Institutions Division.

5 21. Defendant MTC is a foreign corporation, believed to be a California
6 corporation located in the State of California, and doing business in the State of
7 Nevada under the assumed name of TRUSTEE CORPS. At all relevant times prior to
8 about 2012, MTC did not hold a Nevada license to engage in debt collection
9 activities in the State, nor did it register as a foreign collection agency with the
10 Commissioner of the Nevada Financial Institutions Division.

11 22. MERIDIAN is both a foreign and Nevada corporation, believed to be
12 incorporated in California, but doing business, located and holding its headquarters in
13 the State of Nevada at 8485 W. Sunset Road, Suite 205, Las Vegas, Nevada 89113.
14 At all relevant times, MERIDIAN did not hold a Nevada license to engage in debt
15 collection agency activities in the State of Nevada, nor did it register as a foreign
16 collection agency with the Commissioner of the Nevada Financial Institutions
17 Division. The illegal activity by MERIDIAN which is the subject of this complaint
18 involved thousands of class members and the damages and relief sought, based on the
19 substantial scope of injuries incurred, with respect to MERIDIAN, constitutes a very
20 significant percentage of the total injuries, remedies and damages sought with respect
21 to the entirety of this complaint against all Defendants. On information and belief, for
22 a period of perhaps years, MERIDIAN conducted illegal debt collection agency
23 activities with respect to thousands of files each year, in the State of Nevada. The
24 total recoverable damages attributable to MERIDIAN are estimated to be no less than
25 between \$5 million dollars and \$8 million dollars. The volume of files that were the
26 subject of illegal debt collection agency activities by MERIDIAN is estimated to be
27 about 15 to possibly 20% of the total illegal debt collection agency activities by all
28 Defendants that are the subject of this complaint.

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

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

11 25. During its illegal and unlicensed collection agency activity in Nevada,
12 for the period of about 2007 to 2012 alone, Defendant QLS received illicit fees and
13 costs of about \$105 million dollars, which was added by the lenders to their claims
14 against Nevadans, based on the defaulted loans.

15 26. During its illegal and unlicensed collection agency activity in Nevada,
16 for the period of about 2007 to 2012 alone, Defendant MTC received illicit fees and
17 costs of approximately \$47 million dollars, which was added by the lenders to their
18 claims against Nevadans, based on the defaulted loans.

19 27. During its illegal and unlicensed collection agency activity in Nevada,
20 for the period of about 2007 to 2012 alone, Defendant CRC received illicit fees and
21 costs estimated to be about \$75 million dollars, which was added by the lenders to
22 their claims against Nevadans, based on the defaulted loans.

23 28. During its illegal and unlicensed collection agency activity in Nevada,
24 for the period of about 2007 to 2012 alone, Defendant NDSC received illicit fees and
25 costs estimated to be about \$75 million dollars, which was added by the lenders to
26 their claims against Nevadans, based on the defaulted loans.

27 29. Plaintiffs' debts were increased by the dollar amount of illegal payments
28 received by Defendants QLS, MTC, MERIDIAN, NDSC, and CRC for their illegal

1 conduct.

2 30. Defendants' business in Nevada and their activities in Nevada were not
3 strictly limited to filing and serving a Notice of Default, and filing and serving a
4 Notice of Sale. Defendants' business activities in Nevada as collection agencies
5 included among things and without limitation the following:

6 a. In writing and/or by phone, pursuing the claim collection through
7 reinstatement of the defaulted debts.

8 b. In writing and/or by phone, pursuing the claim collection through pay-
9 off of the defaulted debts.

10 c. In writing and/or by phone, pursuing the claim collection through a
11 forbearance agreement for the defaulted debts.

12 d. Receiving and collecting millions of dollars from Nevadans with respect
13 to the defaulted claims.

14 e. In writing and/or by phone, pursuing the claim collection through loan
15 modification agreements with respect to the defaulted claim.

16 f. In writing and/or by phone, requesting and/or directing payment on the
17 defaulted claim.

18 g. Forwarding monies collected from Nevadans on the defaulted claim to
19 their client lenders and/or loan servicers.

20 h. Pursuing the claim collection through acquisition of the security for the
21 defaulted debt, and thus making collection of the claim that included security, and
22 forwarding the cash proceeds to the lenders.

23 31. With respect to all Defendants, and all illegal debt collection agency
24 activities described herein, Defendants were acting on behalf of a third-party lender
25 and/or loan servicer. Furthermore:

26 a. Upon default, the lender, i.e., beneficiary declared all sums owed on the
27 respective promissory notes for each Plaintiff and secured by a corresponding deed of
28 trust, due and payable and elected to have the respective homes sold to pay towards

1 the defaulted loans. Defendants then conducted the collection activities.

2 b. The lenders declared that the respective subject loans were in default in
3 making the referrals of the files which were sent to Defendants for collection.

4 c. The Plaintiff borrowers were told by Defendants that unless they could
5 either remit the payoff amount on the loan or the past due amounts owed to cure
6 delinquency on the account, their respective properties would be sold to satisfy the
7 debt.

8 d. Defendants earlier and initially solicited and obtained the opportunity to
9 act as trustee or agent of the beneficiary or trustee with regard to the deed of trust,
10 and did so with regard to properties located in the State of Nevada and owned by
11 Nevada citizens.

12 e. Defendants also solicited and obtained the right to solicit and obtain
13 partial and/or reinstatement payments/payoff amounts on the loans, on behalf of
14 lenders, in the course of their activities to collect the claims and/or debts from the
15 respective Plaintiffs.

16 f. Defendants issued notices to Plaintiff class members in the course of
17 their debt collection activities, which notices stated in whole and/or in-part, and/or to
18 the effect that: "This is an attempt to collect a debt and any information obtained
19 will be used for that purpose." The notices sent also provided a reinstatement
20 and/or pay off amount relative to the loan and further stated generally or to the effect
21 that the Plaintiff class member should send a cashier's check payable to the
22 Defendants and submit the payment directly the Defendants' accounting offices.

23 g. Defendants also issued to Plaintiff class members debt validation notices
24 which stated generally, and/or in whole or in-part to the effect that: "We are
25 attempting to collect a debt, and any information we obtain will be used for that
26 purpose." Defendants would also periodically issue wire instructions to the Plaintiff
27 class members with respect to their defaulted loans such that payment by Plaintiffs on
28 the debts could be made to the Defendants via wire transfer.

1 h. When Defendants received money from Plaintiff class members, or any
2 of them, in the course of their debt and claim collection activities, Defendants would
3 forward the amounts received to the servicers or lenders for whom they were acting,
4 as payment on the outstanding, defaulted debt.

5 i. Furthermore, when Defendants sold a class member's property at
6 foreclosure auction, as part of their debt and/or claim collection agency activities,
7 Defendants would send the full amount of the sales price, i.e. the money received, to
8 the lender for whom they were acting to collect the debt.

9 II. CLASS ACTION ALLEGATIONS

10 (Against ALL DEFENDANTS)

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

13 33. Class Definition: As to each Defendant, this action is brought on behalf
14 of the following classes of persons:

15 a. All Nevada citizens who were subject to debt collection agency activity
16 by Defendants in the State of Nevada, while Defendants did not hold a Nevada
17 license to engage in collection agency activities in Nevada.

18 34. Alternative and/or Sub-Classes Definition: As to each Defendant, the
19 sub-classes are defined as follows:

20 a. Alternative and/or Sub-Class 1: All Nevada citizens who were subject to
21 such illegal debt collection agency activities by the Defendants in the State of
22 Nevada, which included business activities beyond filing and serving a notice of
23 default and/or notice of sale, such as, without limitation, one or more of the
24 following:

25 1. In writing and/or by phone, pursuing the claim collection through
26 soliciting reinstatement of the defaulted debts.

27 2. In writing and/or by phone, pursuing the claim collection through
28 soliciting pay-off of the defaulted debts.

1 3. In writing and/or by phone, pursuing the claim collection through
2 soliciting a forbearance agreement for the defaulted debts.

3 4. Soliciting, receiving and/or collecting millions of dollars from
4 Nevadans with respect to the defaulted claims.

5 5. In writing and/or by phone, pursuing the claim collection through
6 soliciting loan modification agreements with respect to the defaulted claims.

7 6. In writing and/or by phone, requesting and/or directing payment
8 on the defaulted claims.

9 7. Forwarding monies collected from Nevadans on the defaulted
10 claims to their client lenders and/or loan servicers.

11 8. Pursuing the claim collection through acquisition of the security
12 for the defaulted debt, and thus making collection of the claim that included security.

13 9. Soliciting from and contracting with lender-clients the agency
14 representation of the lenders for various debt/claim collection services.

15 10. Collecting on the claims by receiving money from third-parties
16 and passing the money to the lender-clients.

17 35. Numerosity: The five classes are composed of thousands of Nevada
18 citizens, mostly residing in Clark County. The joinder of these class members in one
19 action is impracticable. The disposition of their claims in the class actions will
20 provide substantial benefits to both the parties and the Court. The names and
21 addresses of class members are readily obtainable from the Defendants, so that the
22 classes as to each Defendant can be ascertained.

23 36. Predominance of Common Questions: There is well-defined community
24 of interest in the questions of law and fact that affect the class members to be
25 represented here. The questions of law and fact common to the class members
26 sufficiently predominate over questions which may affect individual class members,
27 and, in any event the class device is the best means, if not the only practical means,
28 for class members to achieve relief for the multiple years of consistent illegal debt

1 collection activities by Defendants. Common questions, include, but are not limited
2 to the following:

3 a. Whether as a uniform and common practice, applicable to class
4 members in the State of Nevada, Defendants knowingly engaged in systemic, illegal
5 debt and/or claim collection agency activities.

6 b. Whether Defendants engaged in debt and/or claim collection agency
7 activities against Plaintiffs in the State of Nevada at a time when Defendants did not
8 hold a license to do so in the State of Nevada pursuant to N.R.S. 649.075, or, in the
9 alternate, did not also register as a foreign collection agency pursuant to N.R.S.
10 649.171.

11 c. Whether Defendants' unlicensed debt and/or claim collection agency
12 activities against Plaintiffs in the State of Nevada constituted a violation of Nevada's
13 Deceptive Trade Practices Act, including N.R.S. 598.0923(1).

14 d. Whether Defendants obtained revenue and/or other illegal gains from
15 pursuing illegal debt and/or claim collection agency activities against Plaintiffs in the
16 State of Nevada.

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

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

25 38. Typicality: Plaintiffs' claims are typical of the claims held by members
26 of the Plaintiffs' classes. Plaintiffs and members of the class have all suffered similar
27 harm as a result of Defendants' wrongful conduct. This class action will provide
28 substantial benefits to both the class and the public, since, absent this action,

1 Defendants will likely escape any meaningful accountability for their pattern of
2 violations of law, i.e., violations occurring in a pervasive and repetitive manner over
3 a period of years.

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

28 III. FIRST CAUSE OF ACTION

— 23 —

THIRD AMENDED COMPLAINT

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Page 10

1 Commissioner of the Nevada Financial Institutions Division.

2 44. Defendants' conduct violated N.R.S. 649.075 and/or N.R.S. 649.171,
3 and therefore constituted a deceptive trade practice under N.R.S. chapter 598.

4 45. The deceptive trade practices of Defendants constitute statutory
5 consumer fraud as defined by N.R.S. 41.600.

6 46. As a direct and proximate result of Defendants' deceptive trade practices
7 and statutory fraud, Plaintiffs collectively suffered general and/or special damages in
8 an amount in excess of Ten Thousand Dollars (\$10,000.00).

9 47. As a direct and proximate result of Defendants' deceptive trade practices
10 and fraud, Plaintiffs were forced to retain the services of an attorney to prosecute this
11 action, and Plaintiffs are entitled to an award of its attorneys' fees and costs incurred
12 in prosecuting this action.

13 48. The deceptive trade practices and fraud committed by Defendants were
14 done intentionally to misrepresent, deceive and conceal material facts from Plaintiffs,
15 were done in conscious disregard of Plaintiffs' interests and rights, and were willful,
16 wanton, malicious, and oppressive, thereby entitling PLAINTIFFS to an award for
17 punitive damages.

18 IV. SECOND CAUSE OF ACTION

19 UNJUST ENRICHMENT

20 (JEFFREY BENKO, CAMILO MARTINEZ, ANA MARTINEZ, FRANK
21 SCINTA, JACQUELINE SCINTA, SUSAN HJORTH and PATRICIA
22 TAGLIAMONTE Against QLS and Does 1 through 100; RAYMOND
23 SANSOTA and FRANCINE SANSOTA Against MTC and Does 1 through 100;
24 SANDRA KUHN, JESUS GOMEZ, SILVIA GOMEZ, DONNA HERRERA,
25 FRANK SCINTA, JACQUELINE SCINTA, and ANTOINETTE GILL Against
26 MERIDIAN] and Does 1 through 100; JESSE HENNIGAN, ROBERT
27 MADARICH and JAMES NICO Against NDSC and Does 1 through 100; and
28 SUSAN KALLEN Against CRC and Does 1 through 100.)

1 49. Plaintiffs refer to and incorporate herein by reference each and every
2 allegation contained in paragraphs 1 through 48 as though fully set forth herein. No
3 Plaintiff at any time entered into any contract with any of the Defendants.

4 50. While Plaintiffs were residents of Nevada, Defendants QLS, MTC,
5 MERIDIAN, NDSC, and CRC were each acting as a "Collection Agency" as defined
6 by N.R.S. 649.020 and each did not hold the requisite license to act as a collection
7 agency in the State of Nevada. Alternatively, these Defendants also did not register as
8 foreign collection agents or agencies with the Commissioner of the Nevada Financial
9 Institutions Division. Defendants nevertheless pursued various collection agency
10 activities against Plaintiffs, including such items as sending debt-related notices,
11 demands, collection communications, conducting foreclosure sales and processes,
12 collection of monies to apply to the respective Plaintiffs' accounts.

13 51. The collection agency activities of Defendants are and were illegal and
14 improper because of Defendants' failure to obtain the required licenses, or
15 alternatively failed to register as a foreign collection agent or agency with the
16 Commissioner of the Nevada Financial Institutions Division.

17 52. Defendants received substantial payments for their respective illegal and
18 improper collection agency activities. In each and every transaction wherein
19 Defendants engaged in their unlawful conduct, Defendants gained an advantage to
20 the detriment of Plaintiffs. As a direct and proximate result of Defendants' deceptive
21 trade practices, each Defendant was unjustly enriched by virtue of the fact that it
22 received a fee which it was not legally entitled to receive and/or retain under Nevada
23 State law. Acceptance and retention by the Defendants of such benefits under the
24 circumstances would be inequitable, and Defendants should not be entitled to retain
25 these illicit benefits to the detriment of Plaintiffs. Each Defendant should be
26 disgorged of any and all benefits obtained by virtue of their deceptive trade practices.

27 53. The use of the payments obtained through illegal and improper means
28 by Defendants constitutes an unjust enrichment of Defendants at Plaintiffs' expense.

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

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

V.

PRAVER FOR RELIEF

WHEREFORE, Plaintiffs ask the Court for the following relief:

1. For collective compensatory and consequential damages in excess of \$10,000, with a specific amount to be determined at trial;
2. For disgorgement of any amounts paid to Defendants for their respective illegal and improper debt and/or claim collection activities;
3. For reasonable costs and attorneys' fees as permitted by law;
4. For injunctive relief; and
5. For such other and further relief as the Court may deem just and proper.

Dated: December 14, 2016

LAW OFFICE OF NICHOLAS A. BOYLAN,
APC

Dys

Nicholas A. Boylan, Esq.,
Nevada Bar No. 5878
444 West "C" Street, Suite 405
San Diego, CA 92101
Attorney for Plaintiffs

EXHIBIT “B”

November 01, 2016

DISTRICT COURT

CLARK COUNTY NEVADA

JEFFREY BENKO, A NEVADA RESIDENT;
ET AL.,

Plaintiffs,

vs.

Case No. A-11-649857-C

QUALITY LOAN SERVICE CORPORATION, A
CALIFORNIA CORPORATION; ET AL.,

Defendants.

VIDEOTAPED DEPOSITION OF CATHE COLE-SHERBURN

Tuesday, November 1, 2016

10:42 a.m.

1851 East First Street, Suite 1550

Santa Ana, California

REPORTED BY:

Brenda Pauley

CSR No. 6335

1 That is where the conflict lies; correct?

2 A No. The conflict lies on foreclosing on
3 the property itself and foreclosing out on whoever the
4 entity would be.

5 Q Right.

6 But the ultimate conflict is that one or
7 the other is going to get the property or the money, and
8 they are competing for it; correct?

9 A Not necessarily. I mean, the conflict
10 would be that if I am the HOA and I'm foreclosing on the
11 lender, you can't -- you're representing them both, and
12 could there be a conflict with representing both. It
13 has nothing to do with ultimately who is going to get
14 the foreclosure, where the money is going to come from.
15 It's just foreclosing out the wrong entities.

16 Q From these meetings that you attended or
17 any other source of any kind, other than Mr. Ceran, what
18 is your understanding, if you would explain consistent
19 here with the oath you have taken today, of why MTC
20 decided to obtain its collection agency license in
21 Nevada?

22 A To do HOA foreclosures.

23 Q I'm confused because you said they decided
24 not to do that.

25 A Well, initially I think it started back in

1 2009 where the application was entered. So they
2 submitted an application for it, and then it was decided
3 in 2012 that we would not pursue that because of the
4 conflict of interest.

5 Q So your understanding is that MTC applied
6 for its collection agency license in the State of Nevada
7 in 2009.

8 A Correct.

9 Q How do you know that?

10 A I'm just -- it was before I got there in
11 2000 -- I was there in 2011 --

12 Q Right.

13 A -- and it had been ongoing.

14 Q The application process had been ongoing?

15 A My understanding, yes.

16 Q What is your understanding based upon,
17 memos --

18 A Our --

19 Q -- conversations?

20 A -- conversation.

21 THE REPORTER: One person at a time, please. Go
22 ahead and ask that again.

23 MR. BOYLAN: Thank you. Thank you.

24 Q What is your understanding based upon?

25 A Conversations.

1 them.

2 Q Because there is a lot of cases on this
3 issue, and --

4 MR. CERAN: Do we have a question?

5 MR. BOYLAN: Yes.

6 Q I'm wondering. Can you identify any other
7 by name?

8 A No, not off the top of my head.

9 Q So is it correct that in terms of Nevada,
10 there has been no change -- since the entire time that
11 you have been at MTC, there has been no change in the
12 business operations in Nevada that would, according to
13 your view, affect its requirement of having a collection
14 agency license in Nevada?

15 A Correct.

16 Q Do you have any legal training?

17 A Law school trainings, no.

18 Q Do you have any training other than law
19 school which you consider legal training?

20 A Just say on-the-job day training every day.

21 Q Does that include tutoring by lawyers?

22 A Yes.

23 Q And who does that tutoring for you with
24 respect to MTC?

25 A Marisol Nagata, who is our in-house

1 foreclosure action of what we can and can't charge.

2 Q For example, does Mr. Juarez have some
3 authority to decide whether costs associated with
4 non-judicial foreclosure should be charged to the
5 client or whether there should be any markup on those
6 costs?

7 A Absolutely not. That's under my direction,
8 and those are hard coded, so there is no markup in any
9 of the costs.

10 Q What does "hard coded" mean?

11 A They are actual costs, the actual costs or
12 the amounts that we are only allowed to charge for
13 costs. And those are costs that are ultimately -- that
14 are billed for the process of the foreclosure action.

15 Q And the reason there is no markup on those
16 costs is what?

17 A They are actual costs, so the recording
18 costs of recording the document. It could be a
19 statutory mailing. Those are actually statutory
20 requirements, so.....

21 Q Are you saying the law prohibits you from
22 adding on some type of margin or -- or markup to those
23 costs?

24 A Correct. In addition to our clients.

25 Q Okay. So let's be clear. Your

1 understanding in your current position is that the
2 actual costs associated with non-judicial foreclosure
3 cannot be marked up because of both the requirements of
4 the law and the mandate of your firm's clients; correct?

5 A Correct.

6 Q The mandate of your firm clients in that
7 regard, is that contractual?

8 A Yes.

9 Q Do you have a contract with each and every
10 client then?

11 A Yes.

12 Q Do you have copies of all those contracts?

13 A Yes.

14 Q Approximately how many are there that
15 existed since 2011?

16 A I would say over 150 approximately. It's
17 an estimate.

18 Q How many employees does MTC currently have?

19 A I'm going to estimate a hundred.

20 Q Does it have an office in Nevada?

21 A Yes.

22 Q Where is it located?

23 A On Red Rock.

24 Q How many employees are there?

25 A Approximately 40.

1 each one of the states that we do work in and having
2 actual staff do the work in those states. So it was a
3 business decision.

4 Q How many people working in Nevada handle
5 phone calls related to non-judicial foreclosure
6 collection work?

7 A We don't do collections --

8 MR. CERAN: Objection. Excuse me. Vague as to
9 time.

10 MR. BOYLAN: Today.

11 THE WITNESS: We don't do collections. So Nevada
12 non-judicials, I would say 15, approximately.

13 BY MR. BOYLAN:

14 Q And are each of their incoming and outgoing
15 calls somehow recorded?

16 A Yes.

17 Q How?

18 A Through our phone system.

19 Q How long has that been the case?

20 A As long as I have been there.

21 Q What is your understanding of the monthly
22 call volume with respect to Nevada debtors?

23 MR. CERAN: Vague as to time.

24 THE WITNESS: I don't know.

25 ///

1 BY MR. BOYLAN:

2 Q What is your best estimate?

3 MR. CERAN: Same objection.

4 THE WITNESS: Currently?

5 MR. BOYLAN: Yes.

6 THE WITNESS: Monthly you're asking me? Maybe 30
7 calls, 40 calls.

8 BY MR. BOYLAN:

9 Q Do you have knowledge of what the volume
10 was in 2011?

11 A There were no calls in Nevada in 2011.

12 Q Well, the office wasn't there; correct? So
13 what I'm --

14 A There --

15 Q I apologize. Go ahead.

16 A There was minimal staff there. All the
17 calls came into the corporate office in California.

18 Q Right. So that's what I'm asking you about
19 now.

20 All calls with Nevada debtors in 2011,
21 including the corporate office, would it also be
22 approximately 40 a month?

23 A I have no idea.

24 Q Well the volume was greater in 2011 than
25 currently; right?

1 A Right. But Nevada is also a mediation
2 state, so a lot of things were on hold.

3 Q The volume in 2011 was, would you say,
4 quadruple what it is today in Nevada?

5 A I have no idea.

6 Q What is your best estimate, if you can?

7 MR. CERAN: Objection. Vague.

8 You could answer.

9 THE WITNESS: Maybe triple.

10 BY MR. BOYLAN:

11 Q So setting aside the issue of possible
12 delays related to mediation, would you agree a fair
13 estimate of the call volume with Nevada debtors in 2011
14 was approximately 100 to 120 a month?

15 A Possibly.

16 Q Is that a fair estimate, ma'am?

17 A I guess.

18 Q Yes?

19 A It could be.

20 Q What is the overlap in terms of
21 jurisdiction between yourself and Ms. Juarez with
22 respect to reinstatement and payoff work performed by
23 MTC?

24 A My divisions -- or my direct reports are
25 not -- they have nothing to do with reinstatement and

1 MR. CERAN: Well, I disagree.

2 MR. BOYLAN: Okay. If the witness is being
3 evasive, it makes a great record. She is obviously a
4 very intelligent woman, so I need to make a record.

5 MR. CERAN: Ask a question, please. That is the
6 format that we are going to follow today.

7 MR. BOYLAN: If you want to instruct her not to
8 answer, do so and we will take it to the commissioner.

9 Q When you say that Ms. Juarez had a big
10 group of people, according to your observation in 2011,
11 could you estimate the total number in the big group you
12 described.

13 A I would say 25 to 30.

14 Q What is your understanding of what the
15 people in the reinstatement and payoff group do?

16 A Quote reinstatement and payoff figures
17 either to the borrower or to the client, depending on
18 what the request is and who the request is for.

19 Q What else do they do?

20 A That's it. The reinstatement, payoff
21 group, that's all they do.

22 Q For example, they don't receive checks from
23 borrowers; correct?

24 A Well, it depends. So they could receive
25 checks from borrowers if the funds have come in, if they

1 come in from the borrowers directly to Trustee Corps,
2 yes, they could.

3 Q Well, I apologize, ma'am. I'm not trying
4 to argue with you. But you just said they don't do
5 anything other than quote reinstatement. Are you
6 changing that testimony?

7 MR. CERAN: Wait. Objection. Argumentative.
8 You could answer.

9 THE WITNESS: It depends on who she has. She may
10 have a group that quotes the fees and she may have a
11 group that processes the fee. So I don't know. I don't
12 know the answer to that.

13 BY MR. BOYLAN:

14 Q Okay. That's different. I'm just trying
15 to understand you because I didn't limit my question to
16 just the people that quote fees. Do you understand?

17 A (No audible response.)

18 Q So you do or do not know whether they --
19 that group receives checks from borrowers.

20 A Yes, they do.

21 Q All right. Well, let me go back then and
22 ask my question. To your knowledge, what do the people
23 in that group do? Everything they do, ma'am, to your
24 knowledge.

25 MR. CERAN: Asked and answered.

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1 THE WITNESS: Reinstatement of payoff quotes.

2 Process the reinstatement and payoff quotes. Receive
3 checks either from clients or from borrowers, third
4 parties, title companies, depending on where the funds
5 are coming from.

6 BY MR. BOYLAN:

7 Q What else do they do?

8 A As far as I know, that's all they do. They
9 may do the Notice of Rescission or the cancellation of
10 the Notice of Default as well.

11 Q What else do they do?

12 A That's it.

13 Q When you say "process the reinstatement,"
14 can you explain comprehensively everything that means to
15 your knowledge.

16 A So the reinstatement amount would be the
17 amount that was confirmed by the client to bring the
18 loan current. The funds that were necessary to tender
19 the account current would then be processed according to
20 the client requirement, which means the funds could then
21 be forwarded to the client directly within the allotted
22 time period that we have and then invoiced to the client
23 as well, after confirmation from the client that those
24 are approved. So we never take reinstatement and payoff
25 without approval from the client.

1 Q Now the processing of reinstatement also
2 includes receiving the money from a borrower, if it's
3 tendered by a borrower, depositing that into the trust
4 account, which is governed by Terry Johnson, and then
5 passing on that money to the lender client; correct?

6 A Correct.

7 Q And you swore earlier that your firm
8 doesn't do collection work; correct?

9 A Correct.

10 Q And so just so the record is clear, your
11 understanding, as you sit here today, that receiving
12 payment on the defaulted loans from debtors and passing
13 that money onto the lender client is not collection
14 work --

15 A Correct.

16 Q -- correct?

17 Why is that?

18 A It's not collection work in my opinion.

19 Q I know, but I'm asking you why.

20 A Because --

21 MR. CERAN: Objection. Hold on. Argumentative.

22 You could answer.

23 THE WITNESS: Collection work in my opinion is
24 when you're talking to the homeowner directly attempting
25 to collect the payment or get a payment from the

1 the number of checks MTC received from defaulted
2 borrowers from 2007 to 2012?

3 A Correct.

4 Q And that's for both reinstatement and
5 payoff?

6 A Correct. I'm not a party to that.

7 Q You do have some knowledge though, and I
8 asked you questions related to reinstatement. And I
9 would like to now go back and ask you those same
10 questions with respect to payoff to see what level of
11 knowledge you do have.

12 So your understanding is that MTC
13 employees, apparently under Ms. Juarez, did during the
14 period of 2007 to 2012 receive checks from defaulted
15 borrowers for purposes of payoff of the loan; correct?

16 A Correct.

17 Q And what is your understanding of how those
18 were processed to use your word, please, by MTC?

19 A It would have been the same as
20 reinstatements.

21 Q Okay. So, for example, if the check came
22 in from the borrower, if it was made out to MTC, it
23 would be deposited into the trust account, which is
24 governed by Mrs. Johnson, and then the check would clear
25 and the money would be passed on to the lender client;

1 correct?

2 A Correct.

3 Q And if the check came in from the defaulted
4 borrower made payable to the lender to MTC, MTC would
5 receive it and forward it to -- directly to its lender
6 client; correct?

7 A Correct.

8 Q Do you believe any of Ms. Diaz's testimony
9 regarding the volume of such checks to be factually
10 incorrect?

11 A I don't recall.

12 Q So you're unable to say one way or another?

13 A I don't remember what was on there.

14 Q Now it's your understanding that both for
15 reinstatement and payoff if a check came in related to
16 the defaulted debt from a third party, the same
17 procedures apply, meaning MTC -- if it were made out to
18 MTC would deposit the check into trust and then pass the
19 funds onto the lender or if the check were made payable
20 directly to the lender, MTC would receive it and take
21 it upon itself to pass the check directly to the
22 lender.

23 MR. CERAN: Objection. Compound.

24 You could answer.

25 THE WITNESS: It would depend on who the check

1 forms of this type since you joined in April of 2011?

2 A I don't know.

3 Q What's your best estimate of how many years
4 that language was in the form?

5 A I have no idea.

6 Q But you do -- you can confirm that it was
7 there when you started in 2011.

8 A I can't confirm. No, I cannot.

9 (Exhibits 2 and 3 were marked for
10 identification and are attached
11 hereto.)

12 BY MR. BOYLAN:

13 Q Take a look, please, at what has been
14 marked as Exhibit No. 3.

15 A (Witness complies.)

16 Q Please start looking at it, and I'll have
17 some questions and I'll direct your attention to it.

18 A (Witness complies.)

19 Q And I could tell you, ma'am, as you look at
20 it, most of my questions are going to be related to the
21 documents that are attached at the end. And they have
22 Bates numbers on them, what we call Bates numbers. Do
23 you know what that is?

24 A No.

25 Q It's a number in the lower right-hand

1 corner. It has MTC. Go to the back. Not the very back.

2 A Yes, I see it.

3 Q So you will see there they begin with the
4 Bates No. 307 and end with 353. So there is about 54
5 pages there approximately of documents. That's where
6 most of my questions are going to lie. But please feel
7 free to look over the document as you deem necessary.

8 First question is, have you seen it
9 before?

10 A No.

11 Q To your knowledge, did you contribute in
12 any way to the content of the answers in the
13 interrogatories?

14 A No.

15 MR. CERAN: I'm sorry. Did you say
16 interrogatories?

17 MR. BOYLAN: Disclosures.

18 Q Okay. Now I want to direct you to page --
19 Bates No. 307. It's one of the attached documents.
20 We're speaking about Bates Nos. 307 to 309. This is the
21 Trustee Corporation's Borrower Communication and
22 Complaint Policy; correct?

23 A Correct.

24 Q And it reflects the policy as it existed in
25 December of 2015; correct?

1 A That was Victor Hutchins.

2 Q Oh, I see.

3 A He was doing the compliance. Not
4 compliance, but he was doing policies and procedures.

5 Q So that is different. Even though you were
6 over foreclosures, the policies and procedures that
7 governed foreclosure was determined by Mr. Hutchins. Is
8 that your testimony?

9 A He was party -- he was writing them as well
10 and incorporating those.

11 Q You had to approve them even back then;
12 right?

13 A Yes.

14 Q All right. So is this document accurate
15 where it indicates that all incoming calls are greeted
16 with a statement that MTC is a debt collector?

17 A There's a mini Miranda warning. What
18 exactly what it says, I don't know if it says we are a
19 debt collector. It says we may be considered a debt
20 collector. So I don't know exactly what it says off the
21 top of my head.

22 Q Did you approve it?

23 A Counsel approved it at the time.

24 Q Did you approve it is my question.

25 A I don't remember.

1 Q Did you ever make the argument, as you have
2 here today, that MTC is not a debt collector and that
3 you should not be saying that to people?

4 A Yes. But again, a lot of it is our client
5 requirement. It's part of a contractual requirement.

6 Q So you made that argument, you personally
7 made that argument that we shouldn't make this statement
8 because it's false. We are not a debt collector.

9 A Well, we have made that argument ongoing.
10 I think it's part of our industry. We have all made
11 that argument, that a trustee is not a debt collector;
12 however, again because of client contractual
13 requirements we have clients that require that.

14 Q And that's because, to your understanding,
15 the client believes otherwise?

16 A I think the client is unsure. So I think
17 the whole industry is unsure of whether or not, and
18 that's always been the question. It's better to be safe
19 than sorry.

20 Q And it's always been a question since as
21 long as you have been doing this type of work.

22 A Correct.

23 Q Including when you joined Trustee
24 Corporation in 2011.

25 A Correct.

1 that speak a foreign language. So we have a list of
2 employees who speak foreign languages.

3 It also addresses the hearing impaired
4 callers. So this is what it specifically is
5 addressing.

6 Q Right.

7 So you could communicate effectively with
8 the defaulted borrowers who may have unique language
9 needs.

10 A Correct.

11 Q The third paragraph says that, "MTC
12 frequently receives calls from non-speaking --
13 non-English speaking individuals." Again, that is
14 referring to debtors; correct?

15 A Correct.

16 Q What does "frequently" mean?

17 A You're asking me to estimate?

18 Q Yes, ma'am.

19 A Maybe two calls a day, I would imagine,
20 currently.

21 Q The next page is Bates number page 312 of
22 your deposition, Exhibit No. 3. And it seems to carry
23 on to the following page, but I'm not sure. Is 313 a
24 part of 312?

25 A Yes.

1 Q All right. What -- what is this document?

2 A It's an acknowledgment from staff of MTC
3 to -- that -- it acknowledges that the calls are
4 monitored and recorded, and MTC has the right to listen
5 to those calls.

6 Q And that's including in -- in with respect
7 to states that require calls from a debt collector to be
8 recorded?

9 A It's not specific to states that require a
10 debt collector. It's our policy. It's our policy
11 regardless. It has nothing to do with being a debt
12 collector because we don't feel we are. It's just our
13 policy to record all incoming and outgoing calls. We
14 use it for training purposes as well.

15 Q When did that begin?

16 A That's been in existence prior to me coming
17 onboard.

18 Q So before 2011?

19 A I believe so.

20 Q But state laws relating to debt collectors
21 have nothing to do with this policy; correct?

22 A Absolutely.

23 Q Okay. Did you draft this policy?

24 A I did not.

25 Q Did you approve it?

1 A Yes.

2 Q When was that?

3 A I couldn't tell you.

4 Q Best estimate of the year.

5 A It could be 2014, '15. Again, we continue
6 to update these norm -- all the time.

7 Q As you sit here today, do you know whether
8 Nevada requires debt collectors to record calls with
9 borrowers?

10 A I do not.

11 Q Do you know any state that does?

12 A I do not.

13 Q What other individuals contributed to the
14 creation of this policy reflected in Bates No. 312?

15 A It could be our legal counsel.

16 Q Any others?

17 A I don't think so.

18 Q Before you approved this document as the
19 policy -- the written formal policy, did you read it?

20 A Yes.

21 Q Did you agree with its content?

22 A Yes.

23 Q And, therefore, you agreed with the ongoing
24 policy, which you say existed before 2011, to
25 specifically tell debtors that Trustee Corporation was a

1 debt collector; correct?

2 A Could be a debt -- could be deemed as may
3 be considered a debt collector. Not that we are a debt
4 collector. May be considered a debt collector.
5 Understanding again, it could be a contractual
6 requirement for us with all of our clients that we
7 have.

8 Q When's the last time you listened to the
9 recording, ma'am?

10 A It's been a while.

11 Q Did you approve its content?

12 A I may have.

13 Q Does it say may be a debt collector or it
14 says we are a debt collector attempting to collect a
15 debt, and any information could be used for that
16 purpose?

17 A I don't know.

18 Q Because you keep saying "maybe" in this
19 deposition. Now you say you don't know.

20 A Well, I know some of our documents --

21 MR. CERAN: Objection. It's argumentative.

22 Do you have a question?

23 Ms. Reporter, could you please read the
24 question because I just heard a statement from counsel.

25 MR. BOYLAN: The problem is you interrupted her

1 BY MR. BOYLAN:

2 Q Let's look at Bates No. 314 of Exhibit 3 to
3 your deposition, please.

4 I want to ask if this reflects -- refreshes
5 your recollection at all. It says in part that MTC
6 identifies itself as a debt collector. It doesn't say
7 may be. And I'm not -- again, I'm not trying to argue
8 with you. But does that refresh your recollection about
9 what MTC actually says to borrowers?

10 A Yes.

11 Q In what way?

12 A There is script as to the mini Miranda
13 warning.

14 Q And the script specifically identifies MTC
15 as a debt director; right?

16 A Yes.

17 Q And how long has that been the case?

18 A I don't know exactly how long.

19 Q But it existed in 2011 when you arrived;
20 correct?

21 A I believe so.

22 Q Now it's also true that even prior to your
23 arrival in 2011, to the extent you know, all outgoing
24 communications, which are addressed there in the second
25 paragraph, also required the preface, the first

1 statement to be, so-called mini Miranda, meaning a
2 statement that MTC was a debt collector; correct?

3 A Correct.

4 Q And the same is true for the script shown
5 in paragraph 3; correct?

6 A Correct.

7 MR. BOYLAN: Counsel, again, if I may just note
8 for the record, this one is dated January 2016. So we
9 need any prior versions in order to be able to complete
10 the deposition.

11 Q Page -- Bates number page 315, please,
12 ma'am of Exhibit 3 to your deposition. What is this
13 document?

14 A A training memorandum.

15 Q Training with respect to what specifically?

16 A Reinstatement and payoff calls.

17 Q Did you review the document in preparation
18 for your deposition?

19 A I did not.

20 Q Have you reviewed any of those that we have
21 talked about so far in Exhibit 3?

22 A I did not.

23 Q Thank you.

24 It recites there that it was common for the
25 foreclosure teams to receive phone calls from borrowers

1 among others. Is that a true statement there?

2 A Yes.

3 Q And is it correct interpretation of this
4 document that the borrowers would be given all the
5 information necessary to communicate directly with MTC
6 regarding reinstatement and payoff, including fax
7 numbers, e-mails, hard mail address?

8 A (No audible response.)

9 Q Yes?

10 A Given this information to the borrower?

11 Q Yes, ma'am.

12 A Yes.

13 Q Has that been the policy for as long as you
14 have been there since 2011 as far as you know?

15 A Yes.

16 Q Who is Mike Henry?

17 A Accounting supervisor.

18 Q What is his role with respect to escalating
19 complaints?

20 A Mike Henry is not involved in complaints.

21 Q No. 5 says, "All escalations should be sent
22 to Mike Henry. This would include any threats or
23 complaints or someone going to the media or the
24 government." Is that incorrect?

25 A This is a document for the Accounting

1 (Lunch recess.)

2 THE VIDEOGRAPHER: This is the start of media
3 No. 2 in the deposition of Cathe Cole-Sherburn.

4 We are back on the record at 1:49 p.m.

5 BY MR. BOYLAN:

6 Q Hello again, ma'am. Are you ready to
7 proceed?

8 A I am.

9 Q Very good.

10 Did you have an opportunity to talk to your
11 counsel during the lunch hour?

12 A Yes.

13 Q Okay. Is there any testimony you would
14 like to change?

15 A No.

16 Q Are you still able to give your best
17 testimony here today?

18 A I am.

19 Q Very good.

20 Let's continue with Exhibit 3, which you
21 have in front of you.

22 A Uh-huh.

23 Q And let's turn now to the document which
24 begins on Bates number page 329.

25 It appears that this document includes

1 those pages that go all the way to Bates No. 336. If
2 you could peruse that.

3 And 336 appears to have the signature of
4 Rande Johnson in February of 2012. So what is this
5 document, ma'am?

6 A It looks like an application. Let's see.
7 Financial Institution Uniform Application for Licensing
8 Registration Collection Agencies.

9 Q Specifically as indicated on the first
10 page, Bates No. 229 (sic), it's an application for a
11 collection agency license from the State of Nevada;
12 correct?

13 A Correct.

14 Q And you were employed at MTC at the time
15 this application was made.

16 A The date..... Yes.

17 Q I apologize if this is a little bit
18 repetitive, but I'm going to move on quickly.

19 But to your knowledge, what, if anything,
20 had changed about the business activities MTC was
21 performing in Nevada at or about the time of this
22 application relative to the business activities that MTC
23 had been performing previously in Nevada?

24 A I have no idea. My understanding is it was
25 to possibly do HOA foreclosures.

1 Q Move to strike as non-responsive everything
2 after "I have no idea."

3 Let's talk about what you do have knowledge
4 of, the matters within the scope of your jurisdiction at
5 MTC when you arrived between April of 2011 and the date
6 that Mr. Johnson signed this application, which is in
7 2012. During that period of time, did any of MTC's
8 actual business activities in Nevada change in any
9 material way?

10 A No.

11 Q As far as you know, although some of this
12 goes past your time -- if you do know, I would like an
13 answer. Mr. Johnson appears to indicate that MTC had
14 been involved in non-depositor financial service
15 business inside of Nevada 15 years prior to the date of
16 this application. You'll see that referenced on Bates
17 number page 332. Do you see that?

18 A Yes.

19 Q As far as you know; is that true?

20 A I have no idea.

21 Q What's your best estimate, if you know, or
22 if -- rather if you could estimate of when Nevada began
23 its business -- when Nevada -- when MTC began its
24 business activities in Nevada?

25 A I don't know.

1 Q Looking at Bates number page 338. It
2 appears to be a renewal application for a collection
3 agency in Nevada. Do you see that?

4 A Yes.

5 Q And it appears to be signed by the
6 president of MTC in May of 2013, reference Bates number
7 page 340. Do you see that?

8 A Yes.

9 Q The Red Rock address there that is shown,
10 is that the building you referred to earlier where you
11 moved your staff?

12 A Yes.

13 Q So you had moved your staff sometime prior
14 to May of 2013 to Nevada; correct?

15 A We had staff prior to this date in Nevada.
16 We started adding to staff in June of 2013.

17 Q How many staff were there before you made
18 the additions?

19 A I think there was two.

20 Q And then how much did you add after, 38 or
21 something?

22 A There is approximately 40 now.

23 Q So this application -- and I'm asking you,
24 please. I'm not trying to suggest an answer to you.
25 But it seems to indicate that MTC was collecting and

1 off. It's apparently a copying or stapling error, if
2 you have it.

3 Do you have this as your last page?

4 A Yes.

5 Q Tear that off. That's just an error.

6 A (Witness complies.)

7 Q So as I say, Exhibit 4, pages -- Bates Nos.
8 69 through 165.

9 A Correct.

10 Q Although some of them have TC and others
11 have MTC so I'm not sure why that was. That was the
12 Bates numbing done by, I think, MTC's counsel. But set
13 that aside for a moment.

14 Okay. The very first page TC69, what is
15 this document?

16 A Funds remittance, cover sheet.

17 Q What does that mean in terms of its use as
18 you understand it?

19 A I don't know. I have never seen this
20 document before. Let me read it and tell you what my
21 interpretation is.

22 It appears to be a checklist for Wells
23 Fargo.

24 Q Checklist that is supposed to be completed
25 when funds are collected and transferred to Wells Fargo;

1 correct?

2 A When funds are collected. Remitting funds
3 to Wells Fargo, correct.

4 Q And it seems to indicate that the remitter
5 or clerk -- the clerical person or the employee that
6 performed it is Maria Diaz. Do you see that at the
7 bottom?

8 A Yes.

9 Q Have you ever discussed this with her?

10 A No. I don't even know Maria Diaz.

11 Q The second page, which is Bates No. 70, I
12 believe. What is this document?

13 A It looks like it's a wiring -- a wire
14 cover.

15 Q Outgoing wire where your company was
16 transferring to the lender the \$51,000 that had been
17 received and collected with respect to borrower Raymond
18 Sansoto; correct?

19 A In regards to a third-party sale, correct.

20 Q But it relates specifically to the
21 defaulted debt by Raymond Sansoto; correct?

22 A Right. Sansoto is the borrower, correct.

23 Q Do you recognize Mrs. Johnson's signature?

24 A Yes.

25 Q And do you see where it says apply the

1 funds to the specific loan number there for the
2 Sansotos?

3 A Yes.

4 Q What do you understand that to mean?

5 A That's the -- 51,000 is for that loan
6 number, the funds applied to that loan number. That's
7 the reference.

8 Q The next page Bates No. 72. What is this
9 document?

10 A It's an invoice.

11 Q It's a Trustee Corps' invoice to Wells
12 Fargo related to the Sansoto debt; correct?

13 A Related to the Sansoto foreclosure,
14 non-judicial foreclosure action, correct.

15 Q And you have been in this industry
16 collectively what, 25 years?

17 A Yes.

18 Q Your understanding is that as a general
19 rule these costs and expenses are added to the loan
20 balance of the defaulted homeowner and become a part of
21 the lender's claim; correct?

22 A These are -- yes, fees that are related to
23 the foreclosure process, so yes, the outstanding debt.

24 Q So for the Sansotos, the amount that was
25 added to their outstanding debt related to the

1 activities of MTC Corporation was a little under \$2,000,
2 1,889.49.

3 A Correct.

4 Q Look at Bates number page 73. What is this
5 document?

6 A This is just -- this is Case Aware. This
7 is the top portion of Case Aware.

8 Q What is "Case Aware"?

9 A Case Aware is our internal tracking system.

10 Q Do you have access to it?

11 A Yes.

12 Q Do you use it daily?

13 A Yes.

14 Q For what variety of purposes?

15 A Processing non-judicial foreclosure. It's
16 how we process all of our work.

17 Q When you use it as a senior manager, what
18 are your particular functions? You're obviously not at
19 the line level doing processing. So what does someone
20 at your level do when accessing Case Aware?

21 A I could be auditing files. I could be
22 running reports, variation of different reports, reading
23 notes in the files. Could be different -- different
24 things.

25 Q What type of reports do you run?

1 A No.

2 Q Never ever.

3 A Never ever.

4 Q All right. And again, forgive me. I

5 apologize for asking. Are you aware whether MTC did

6 that work, HOA foreclosures, prior to when you arrived

7 in 2011?

8 A I have no idea.

9 Q All right. Thank you very much. I

10 apologize if that is repetitive.

11 You talked about audits that I think you

12 have some jurisdiction over. What is that?

13 A Two different kinds of audits.

14 Q What are they, please?

15 A You have internal audits of which I have an

16 internal audit team that reviews all processes performed

17 by the foreclosure units.

18 I also have audits of which a client audits

19 our offices for compliance.

20 Q And one of the audit criteria of the client

21 is that MTC tell all the borrowers that it's a

22 collection agency; correct?

23 A Or provides Fair Debt Collection

24 notification, but every client is different.

25 Q So they all require the notice, but

1 sometimes it's different. Is that what you're saying?

2 A Yeah. Yes. Some of the notices are
3 different, depending on the clients, so some have
4 specific verbiage that they want on there. Some add
5 their notification on there. So it all depends.

6 MR. BOYLAN: Counsel, just if I may note again, I
7 don't think any of the contracts have been given to us
8 by your client. They have by CRC and I think PLS, but
9 we don't have any of the contracts.

10 So obviously, I can't complete this
11 deposition. But we do need those. And particularly
12 given her testimony, I'm even more -- more eager.

13 MR. CERAN: I don't know what you're talking
14 about.

15 BY MR. BOYLAN:

16 Q What you're saying is that these lender
17 clients have contractual requirements that they audit to
18 see if you have complied; correct?

19 A Correct.

20 Q And one of those contractual requirements
21 is that the debtors be notified in some form regardless
22 of the differences in verbiage that MTC is a debt
23 collector; correct?

24 A Correct.

25 MR. BOYLAN: Okay. We don't have any of those

1 contracts. She said there is about 150 of them. So if
2 you would, please get them to us immediately.

3 Q Did you have any input into the current
4 text of MTC's existing website?

5 A Some.

6 Q What was your input?

7 A I don't remember all of it. Some of it I
8 did. I reviewed it a couple of times.

9 Q What portions did you review?

10 A Related to my functions, probably with
11 non-judicial foreclosure. Whatever is on there. I
12 don't remember offhand exactly what it looks like now.

13 Q And did you approve the text for your
14 portion?

15 A Some of it, yes.

16 Q Did you write and/or edit some of the text
17 for your portion?

18 A I may have.

19 Q You think it's probable that you did?

20 A Pretty probable.

21 Q At any time since you arrived at MTC in
22 2011, have you had any involvement whatsoever in what
23 I'll call client acquisition or client maintenance?

24 A I don't understand the question.

25 Q Well, every business needs clients. And

1 MTC, I assume, has some aspect of its business devoted
2 to obtaining clients and/or retaining clients. You
3 could call it sales. You could call it marketing. You
4 could call it clients relations. Put any label on it
5 you want.

6 But my question is, have you had any
7 involvement whatsoever in that?

8 A Yes.

9 Q What is your involvement?

10 A It depends on the client, No. 1.

11 No. 2, it's -- I'm asked to go on marketing
12 calls sometimes.

13 Q Say that again.

14 A I'm asked to go on marketing calls or with
15 our senior vice-president of marketing.

16 Q Who is?

17 A Robert Ruelas.

18 Q Okay. What else?

19 A And some -- some are my existing clients.
20 They may have been clients that I had at the previous
21 law firm.

22 Q For example?

23 A Different variety of clients that we have
24 that have come onboard. So some of them --

25 MR. CERAN: I didn't hear the question. I

1 apologize.

2 Are you asking for specific names of
3 clients?

4 MR. BOYLAN: Yes.

5 MR. CERAN: Yes. Don't answer that. That is
6 private information. It's not within Phase I. And
7 let's move on.

8 MR. BOYLAN: Okay. Well, I disagree. I'm going
9 to try to meet and confer briefly because we will make a
10 motion.

11 The..... We have to identify the clients
12 in order to make sure we have all the contracts. And we
13 may also need to issue subpoenas to the clients for
14 certain information that we need validated may not have
15 been provided in full or in part by MTC counsel. So we
16 do need to know those.

17 If you believe it's within the scope of the
18 Protective Order, that's a different matter.

19 MR. CERAN: I think it's not within Phase I. And
20 I know you don't accept what the discovery commissioner
21 has ruled and that you're challenging it. But the way
22 things stand now, it's not within Phase I, and we are
23 not going to produce it at this point in the case. And
24 I reserve all other objections.

25 MR. BOYLAN: Okay. Well, we are abiding by her

1 existing rulings at this time unless and until they are
2 reversed.

3 But what phase would it be in then? I
4 don't have any content of what you're talking about.

5 MR. CERAN: I'm sorry?

6 MR. BOYLAN: What phase would it be in if not in
7 Phase I?

8 MR. CERAN: Well, it doesn't have anything to do
9 with the viability of plaintiffs' claims. It doesn't
10 have anything to do with the -- of the named plaintiffs.
11 And it doesn't have anything to do with the policies and
12 procedures of the client. So that's Phase I. So it
13 doesn't have anything to do with Phase I.

14 As far as whether you want to put it in two
15 or three, we could discuss that at a later time.

16 MR. BOYLAN: All right. Well, just briefly,
17 because I don't want to belabor the record, her sworn
18 testimony regarding telling borrowers that they are debt
19 collectors, she simultaneously denies it. She says it
20 is false and all over the board.

21 But she also says it's required by the
22 clients and she says it's in contracts. We don't know
23 the clients. We don't have the contracts. We are
24 entitled to fully expose that and get into the
25 reasoning. And we can't do that. And we can't issue

1 Q Of the activity itself?

2 A Uh-huh.

3 Q So then do you have any knowledge of what
4 the date is at the top that says May 17, 2012?

5 A It could be the date that it was printed.

6 Q But you're unsure?

7 A I'm unsure.

8 Q Do these documents in any way refresh your
9 recollection or cause you to change your testimony
10 regarding whether MTC acted on behalf of lender clients
11 to enter into mitigation work such as forbearance
12 agreements?

13 A No.

14 Q Take a look -- I'm going to ask you that
15 question with respect to page -- Bates number page 113.
16 If you could look at page 113.

17 A (Witness complies.)

18 Q At any time during your period of
19 employment, was it true that MTC was a Freddie Mac
20 designee who was authorized on behalf of Freddie Mac to
21 delegate forbearance plans for borrowers?

22 A I don't -- based on my employment in 2011,
23 I don't know when the program changed, so I can't be
24 specific in terms of the date. But at one time
25 Freddie Mac did have a program, that's correct.

1 Q What would you estimate were the years
2 covered by that program? Best estimate.

3 A Maybe 2008 through 2010, 2007 through 2010
4 maybe. I'm not quite accurate.

5 Q It actually sounds like a quite accurate
6 estimate, ma'am.

7 And as you sit here, you don't know if it's
8 true as is written on page -- Bates page No. 113 of
9 Exhibit 4 that MTC was authorized to do those
10 forbearance agreements?

11 A I'm just -- based off of reading this -- at
12 this point again, I wasn't there in 2009, so I have no
13 idea.

14 But based off of reading this, it says that
15 they were Freddie Mac designated counsel and acting on
16 behalf of Freddie Mac.

17 Q And that's with respect to lender loans
18 that were in some way guaranteed by Freddie Mac? I
19 apologize for my ignorance. But is that true?

20 A Freddie Mac was the investor on the loans,
21 correct.

22 Q Since the time that you have arrived, 2011,
23 whether it's Fannie Mae, Freddie Mac or any other
24 governmental agency, what type of authorizations for
25 work does MTC hold?

1 retained some of the text?

2 A I think it does.

3 Q Are you able to estimate the time period
4 where this version of the website was the published
5 website for MTC?

6 A Is this the current website? The
7 current -- yeah, this looks like it may be the current
8 website. I think it's been in place for six months or
9 so, estimate.

10 Q Okay. The first page describes the
11 services of MTC. Do you see that?

12 A Yes.

13 Q Is it accurate in terms of the services
14 that MTC provides?

15 A Yes.

16 Q To your knowledge, is there any difference
17 in the range of services provided compared to the
18 services that were performed by MTC when you arrived in
19 2011?

20 A No.

21 Q It says, "Full service default and
22 foreclosure solutions." Do you see that?

23 A Yes.

24 Q There is a conjunction there, the word
25 "and" separating default and foreclosure because those

1 are two different things; correct?

2 A Correct.

3 Q What are "full service default solutions"?

4 A Could be seniorly monitoring. Could be
5 deed in lieu. Those two fall under defaulted.

6 Could be a lot of -- different variations
7 of things. We could be obtaining HOA information for
8 the clients, property registrations. It could be a lot
9 of different things.

10 Q Does it include loss mitigation?

11 A No.

12 Q You said loss mitigation is different than
13 foreclosure; right?

14 A Correct.

15 Q Does full service default services include
16 reinstatement and payoff?

17 A Yes. It's actually under foreclosure.
18 That is under foreclosure solutions, reinstatement and
19 payoff.

20 Q You just gave me -- I apologize.

21 You just gave me two different answers, and
22 there are two different things I thought. Which is it?

23 A Reinstatement and payoff would fall under
24 foreclosure.

25 Default solutions would fall under some of

1 the other items that I gave you.

2 Q Is there any aspect of full service default
3 services that includes the receipt of funds?

4 A Separately from a foreclosure action?

5 Q Well, again, you said they are different.
6 Those are different services, default service and
7 foreclosure services.

8 A Right. So receipt of funds would only
9 apply to foreclosures. So when you're receiving the
10 funds, it would be money that are being reinstatement,
11 payoffs again which fall under foreclosure.

12 Q What about the forbearance agreement and
13 the \$18,000 that MTC collected from Mr. Laghaei?

14 A I can't answer that because I wasn't there
15 then.

16 Q No. My question is one I think you can
17 answer which is, that's default services; correct? It's
18 not foreclosure; isn't that true?

19 MR. CERAN: I'm sorry. Objection.
20 Unintelligible. Vague.

21 You could answer?

22 THE WITNESS: Yes, I don't understand -- I don't
23 understand what you're asking me.

24 BY MR. BOYLAN:

25 Q Let's go slow and go back to it. The

1 websites indicates, and you have confirmed, that
2 comprehensive -- or let's use the exact word, full
3 service default services are different and separate from
4 foreclosure solutions; correct?

5 A Correct.

6 Q Okay. Now I'm giving you an example, which
7 although you weren't there. You have 25 years of
8 experience. When someone like MTC does a forbearance
9 agreement with a default borrower and collects, let's
10 say, approximately \$18,000 in connection with that
11 payable to MTC, is that a default service or is that a
12 foreclosure?

13 MR. CERAN: It assumes facts not in evidence.

14 You could answer.

15 THE WITNESS: I would say that if it's -- if it
16 was -- it would be related to foreclosure, but it would
17 be a separate -- it would be a separate service outside
18 of foreclosure, so it would be under default.

19 BY MR. BOYLAN:

20 Q Okay. So forbearance agreements fall under
21 default services -- default, yeah, default services.

22 A Correct.

23 Q All right. Lien clearance, do you know
24 what that means?

25 A Yes.

1 Q In your view, does that fall under default
2 services or foreclosure solution?

3 A It could be both, dependent on if the
4 account is in foreclosure, then it would fall under
5 foreclosure. If it wasn't in foreclosure, then it would
6 fall under default. In other words, if we didn't have
7 the case in foreclosure.

8 Q Default actions are different from
9 non-judicial foreclosures; correct?

10 A I guess it's a matter of interpretation.

11 Q Well, let's look at the website. Page 6.
12 Again, it's listing Trustee Corps services.

13 You see that non-judicial foreclosures is a
14 distinct line item from default actions; correct?

15 A Correct.

16 Q And that's distinct from deeds in lieu;
17 correct?

18 A Correct.

19 Q Now deeds in lieu is a form of loss
20 mitigation; correct?

21 A It could be, yes.

22 Q And that involves essentially taking the
23 property on behalf of the lender and satisfaction of the
24 defaulted debt; correct?

25 A Basically a voluntary repossession of the

1 property, correct. The borrower is handing the property
2 back to the lender.

3 Q And MTC handled that? That's one of its
4 services.

5 A We could, yes.

6 Q And did when you arrived in 2011?

7 A Yes.

8 Q And that applied in Nevada, of course, as
9 well.

10 A In all states, right.

11 Q And you don't consider that collection;
12 correct?

13 A Correct.

14 Q Okay. So let's -- looking at page 6, let's
15 talk about these distinct line items of services there.
16 One reference says, "Default actions performed by MTC."
17 What were those in 2011 when you arrived?

18 A I don't know. To be honest with you, I
19 don't even know what would fall under default actions
20 now, so I can't answer that.

21 Q What does "post-sale conveyance" mean?

22 A Post-sale conveyance relates to FHA and VA
23 loans, when they are conveyed back to the government.
24 When title is conveyed back to the government.

25 Q And that applied to Nevada as well?

1 A All states.

2 Q What exactly -- what services in that
3 regard did MTC provide when you arrived in 2011?

4 A I'm pretty sure MTC was doing post-sale
5 conveyances back in 2011 as well.

6 Q Could you tell me exactly what that means.

7 A Okay. So if we go to foreclosure sale, it
8 reverses back to ABC mortgage. It --

9 Q By a credit bid?

10 A No. It is just reversed. Nobody bids on
11 it. It goes to sale, so it goes back to the mortgage
12 company.

13 If it's owned by FHA or VA, you have a
14 certain time period of which you have to convey title to
15 those entities. So it has to be put in the name of VA.
16 It has to be put in the name of FHA. And title has to
17 be clear in order to do that. So you have a very short
18 time of which to do that.

19 So those files are worked. Everything is
20 cleared. Title is then conveyed with the new title
21 policy, and the property is then deeded to the FHA or
22 VA.

23 Q And as shown by the demarcation on page 6,
24 that is a separate service that MTC performed different
25 from the non-judicial foreclosure.

1 A Correct.

2 Q And what is "senior lien monitoring"?

3 A If there is a second deed of trust and
4 there is a first deed of trust of record, they are
5 monitoring the first deed of trust to ensure that the
6 second doesn't get wiped out by the first.

7 Q And that service is again distinct from
8 non-judicial foreclosure?

9 A Correct.

10 Q MTC was doing that in 2011 as well when you
11 arrived?

12 A I believe they were.

13 Q Closings is indicated as a separate and
14 distinct service from non-judicial foreclosures. What
15 does "closings" mean?

16 A We have an escrow division. Our main
17 escrow was a part of it as well, so we have an escrow
18 division, the escrow closings. Closings and REO pretty
19 much fall under the same category. It's an escrow
20 division.

21 Q REO is different in terms of its listing on
22 page 6. I think I know a little bit more of what "REO"
23 means.

24 A Well, closings could be refinances, that
25 type of thing. REO's are obviously properties that

1 A Correct.

2 Q Page 25 of Exhibit 6. Is it a true
3 statement with respect to Trustee Corporation what's
4 stated there, which is, "Regulatory compliance is the
5 foundation upon which Trustee Corps conducts business"?

6 A Yes.

7 MR. CERAN: Move to strike. Objection. Calls
8 for incomplete testimony.

9 You could answer.

10 BY THE WITNESS:

11 Q And that's been true since you arrived
12 there?

13 A Yes. In my opinion, absolutely.

14 Q That includes the laws of the State of
15 Nevada; correct?

16 A Correct.

17 Q I want to touch briefly on something that
18 we skimmed earlier, and that is your marketing calls.
19 You indicated that you make marketing with others to
20 existing and/or potential clients. Do you remember that
21 testimony?

22 A Yes.

23 Q So is it true that -- and I don't mean this
24 in a pejorative way, but that MTC solicits lenders to
25 bring the company business with respect to the services

1 it provides as to defaulted loans?

2 A Yes.

3 Q And that's true for Nevada as well?

4 A Yes.

5 Q Has that always been true since you arrived
6 there in 2011?

7 A Yes.

8 Q And the work that it solicits from new
9 clients and/or retaining existing clients includes the
10 different types of services you have described here
11 today, including reinstatement, payoff, default actions,
12 REO, deeds in lieu, post-sale conveyance; correct?

13 A Not all of those because some of those are
14 done by Harmony Escrow, as I stated, but.....

15 Q Otherwise, your answer is yes?

16 A Yes.

17 Q In the objective -- as a general rule, the
18 objective with respect to those services is to obtain
19 payment on the loan that is in default on behalf of your
20 client lenders and/or foreclose on the property and
21 deliver the property or the sales proceeds to the
22 lender?

23 MR. CERAN: I'm sorry. I'm going to have to hear
24 that back, Ms. Reporter. It was just too long.

25 ///

1 foreclosure.

2 Q Forgive me, and I don't mean to argue with
3 you, but I think you have testified that you provide
4 reinstatement quotes, you collect the checks, provide
5 payoff quotes, you collect the checks, you deposit the
6 checks in the trust account, if they are made out to
7 you, then you send them to the banks or you collect the
8 checks for reinstatement and/or payoff. If they are
9 made out to the bank, you bring them in, you pass them
10 on to the bank. The correspondence has shown you have
11 phone calls and faxes and e-mails regarding
12 reinstatement and payoff.

13 But what you're telling me is MTC doesn't
14 have any involvement, and -- is that your testimony?

15 MR. CERAN: Objection. Argumentative.

16 You could answer.

17 THE WITNESS: No, I'm not saying that. You asked
18 me if the objective was for us to get a reinstatement
19 and payoff. Ultimately, the objective is for all
20 parties for the borrower to retain their home and
21 reinstate and pay off the home.

22 Trustee Corps has no responsibility or
23 we're not involved in that process other than processing
24 the payments that may come in for reinstatement and
25 payoff.

1 BY MR. BOYLAN:

2 Q Processing the collection; right?

3 A Not collection -- well, processing the
4 payment that comes in from the borrower on a
5 reinstatement and payoff and sending it to the lender,
6 correct.

7 Q And that's not collecting, or it is?

8 MR. CERAN: Objection. Argumentative again.
9 You could answer.

10 THE WITNESS: I don't think it's -- I don't view
11 it as collecting, no, I disagree with you on that.

12 BY MR. BOYLAN:

13 Q So when you receive a fund on the loan,
14 that is not collecting.

15 A No, it's not collections in the terms of
16 what you're implying, at least what my interpretation of
17 what you're implying.

18 Collecting on the loan is -- we are
19 the..... What do I want to say?

20 Q Agent?

21 MR. CERAN: I'm sorry. Counsel, she is trying a
22 afford you a courtesy of like waiting for you to finish
23 your question, and I would like you to allow her to
24 finish her answer before you start cutting her off and
25 breaking up her answer; okay? Is that okay, Counsel?

1 You think we could do that?

2 MR. BOYLAN: We will go question by question,
3 Mr. Ceran.

4 MR. CERAN: Would you stop interrupting her.

5 MR. BOYLAN: I think you interrupted her more
6 than I did.

7 MR. CERAN: No. I think you did, Counsel.

8 BY MR. BOYLAN:

9 Q All right. Your answer, ma'am. Are you
10 done?

11 A No. Well, the answer I had was we are --
12 the trustee that then passes the monies to the borrower.
13 Not necessarily collecting in the sense of -- so we are
14 passing -- the money comes to us, and then we pass it on
15 to the lender. That's all we're doing.

16 Q And you thought my question implied some --
17 something else?

18 A Yes, absolutely.

19 Q What did my -- I didn't know you were
20 answering based on the implication rather than the words
21 I used.

22 A That's what I was just talking --
23 referencing.

24 Q What did I imply that you were answering?

25 A It's the way you're referencing --

1 MR. CERAN: Hold on. Hold on.

2 THE WITNESS: Okay.

3 MR. CERAN: You don't have to answer that
4 question. He is arguing with you now. Ask a --

5 MR. BOYLAN: No. I think it bears on all her
6 testimony on this subject.

7 MR. CERAN: No. I disagree. You're baiting the
8 witness. You want to argue with her. Just ask her
9 questions that have to do with the case, not her
10 interpretation of your implication of the question.
11 That's beside the point. It's not proper. Quit arguing
12 with the witness like this.

13 MR. BOYLAN: All right. That entire speaking
14 objection is improper in Nevada. What you say is
15 argumentative, and that's it. So you can be sanctioned
16 for that. It's exactly what Rick Reynolds did. You
17 know her comments about Mr. Reynolds' behavior. Please
18 don't do it again.

19 Q So in that series of questions you thought
20 I was implying some type of legal violation? Is that
21 why you answered the way you did if I used the word
22 "collection"?

23 MR. CERAN: Objection. Argumentative.

24 THE WITNESS: I don't know if "collection" is the
25 proper word is all I'm saying personally. You know, am

1 I collecting the money from the borrower and passing it
2 to the servicer? Are you handing it to me and then I'm
3 handing it off to them? Yes. The answer is yes to that
4 question.

5 BY MR. BOYLAN:

6 Q Okay. So let me be clear for the record.
7 I'm not making any little conclusion about violation of
8 law. I'm just using normal English words in the normal
9 custom of the English language. And I would like you to
10 answer based on that rather than what perceived to be an
11 implication, please, of a legal violation.

12 When MTC collects money from the borrower
13 with respect to a defaulted loan and then passes that
14 money on to its lender client, whether it's for
15 reinstatement or payoff, do you believe that that is not
16 a collection action?

17 MR. CERAN: Objection. Calls for opinion
18 testimony. Calls for legal conclusion.

19 You could answer.

20 THE WITNESS: I don't believe it's collection
21 activity. I believe it's part of the duties of the
22 trustee.

23 BY MR. BOYLAN:

24 Q All right. What -- what duty are you
25 referring to? And the reason why I ask is you read that

1 Hoe decision. I know you're educated about compliance
2 and the law.

3 MR. CERAN: Let's just have a question and
4 answer. We don't need your -- your statements.

5 BY MR. BOYLAN:

6 Q Is there a statute that you believe
7 requires the trustee to receive that money from the
8 borrower and pass that money on to your lender client?

9 MR. CERAN: Seeks a legal conclusion.

10 You could answer.

11 THE WITNESS: I don't know if there is a specific
12 statute that states that. No, I don't believe that
13 there is. I don't know.

14 BY MR. BOYLAN:

15 Q Why then did you -- I'm just curious. Why
16 did you say it's the duty of a trustee to collect that
17 money from the borrower, for example, reinstatement or
18 payoff and pass it on to the lender?

19 MR. CERAN: Argumentative.

20 THE WITNESS: It's because we are the middle
21 person. We are the trustee. We are serving as the
22 middle person between the borrower and the servicer. So
23 if the borrower tenders funds to us on behalf of the
24 servicer, then we just pass the funds over to the
25 servicing, that's correct, that is what we do.

1 STATE OF CALIFORNIA)
2 COUNTY OF ORANGE)

3

4 I, Brenda Pauley, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly sworn to
8 testify to the truth, the whole truth, and nothing but
9 the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken down
12 by me in shorthand and thereafter transcribed into
13 typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings, nor
16 in any way interested in the outcome thereof.

17 In witness whereof, I have hereunto subscribed
18 my name.

19

20 Dated: November 11, 2016

21

22

23

24

25

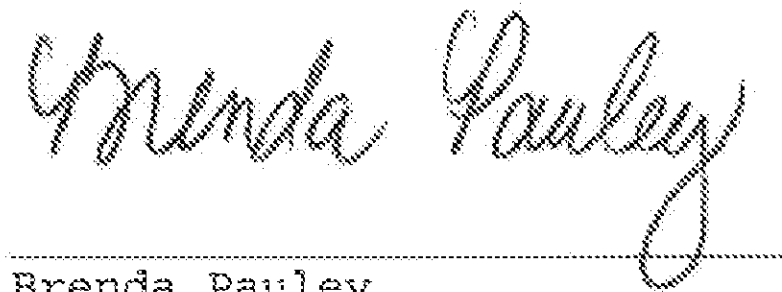

Brenda Pauley
CSR No. 6335

EXHIBIT “C”

Maria Diaz
September 27, 2016

DISTRICT COURT

CLARK COUNTY, NEVADA

JEFFREY BENKO, A NEVADA
RESIDENT,

Plaintiffs,

vs.

Case No.
A-11-649857-C

QUALITY LOAN SERVICE
CORPORATION, A CALIFORNIA
CORPORATION,

DEPT. 29

Defendants.

DEPOSITION OF MARIA DIAZ

September 27, 2016

1:17 p.m.

900 Roosevelt

Irvine, California 92620

REPORTED BY:

Mikayla M. Speegle

CSR No. 13807

U.S. LEGAL SUPPORT
(714) 486-0737

AA003152

1 A Yes.

2 Q Which name is more familiar to you so I will
3 try to use that during the deposition? Is MTC good or
4 Trustee Corps?

5 A Trustee Corps.

6 Q Trustee Corps. Very good. What were the dates
7 of your employment with Trustee Corps?

8 A It was 2011 to 2000- -- I believe it was '13.

9 Q Where were you employed with Trustee Corps? Do
10 you recall the address?

11 A No.

12 Q Do you recall the city?

13 A Irvine.

14 Q Was that the only office for Trustee Corps
15 where you worked, or did you sometimes move to different
16 offices or work in different offices?

17 A No. That was the only one.

18 Q Do you recall what street it was on in Irvine?

19 A No.

20 Q Do you recall, if I may ask, Ms. Diaz, when in
21 2013 you left the employee of Trustee Corps?

22 A I can't remember.

23 Q Do you recall whether it was in summertime or
24 wintertime or roughly what season of the year?

25 A No.

1 Q Did you work there about two years?

2 A Yes.

3 Q Who were you sending the mailings to?

4 A I don't remember.

5 Q Do you remember if it was other companies or
6 debtors?

7 A I don't remember.

8 Q Do you recall what states you were sending the
9 mailings?

10 A No.

11 Q How long did you do mailings?

12 A I don't remember.

13 Q When I spoke to you by phone, do you remember
14 that call?

15 A Yes.

16 Q You said you were doing reinstatements. Do you
17 recall that?

18 A Yes.

19 Q Can you describe when you took that position?

20 A It was right after mailings.

21 Q How long did you hold the position where you
22 were involved in doing reinstatements?

23 A Reinstatements I did for about -- for
24 approximately three months.

25 Q That included for Nevada; correct?

1 A I can't remember.

2 Q Isn't that what you told me on the phone,
3 though?

4 A I mean, I can't remember exactly what states it
5 was.

6 Q But didn't you tell me on the phone it was
7 Nevada?

8 MR. CERAN: Objection. Assumes facts not in
9 evidence. You can answer.

10 THE WITNESS: I know like this was a while
11 back. Um, I can't remember if it was for Nevada.

12 BY MR. BOYLAN:

13 Q I'm not asking you that now. I'm asking you
14 about what you told me on the phone. You did tell me on
15 the phone it included Nevada; correct?

16 A Yes.

17 Q Has something happened since then to scare you?
18 I'm saying this respectfully. You seem extremely scared
19 and nervous unlike when I talked to you on the phone.
20 Has anything happened since between now and when we
21 spoke on the phone that has affected you or your memory?

22 A No.

23 Q Are you scared?

24 A I'm nervous.

25 Q Okay. Is it affecting your memory?

1 Q Where did you sit when you were doing
2 reinstatements for Trustee Corps for approximately three
3 months? Did you have a desk? Did you have a booth?
4 Did you have an office? Where did you sit?

5 A I had an office, but the exact suite, I don't
6 remember.

7 Q Who sat near you?

8 A I can't remember their names.

9 Q Do you remember even one person's name?

10 A I remember my supervisor's name.

11 Q Who is that?

12 A Natalie Resendiz.

13 Q She was a supervisor with respect to your
14 reinstatement work?

15 A Yes.

16 Q What is reinstatement work, according to your
17 understanding, from your job there at Trustee Corps?

18 A It's just money that is -- it is just
19 homeowners that haven't paid their payments. The
20 reinstatement would have the amount that is owed or that
21 they are behind on. Actually, that they are behind on.

22 Q When you worked in reinstatements for about
23 three months, that's what you did all day long, is work
24 on reinstatements?

25 A Yes.

1 Q Who else did that with you?

2 A I can't remember the individual's name.

3 Q Let's talk about what they look like, how old
4 they are, what color their hair was. Can you describe
5 some of these other reinstatement professionals?

6 A It was a male. He had black hair, around his
7 20s.

8 Q Do you recall if he had Hispanic name?
9 Anything else about him?

10 A No. He looked Hispanic.

11 Q Was he also doing reinstatements all day that
12 you observed?

13 A Yes.

14 Q Were you or he limited to any particular
15 states, or did you do reinstatements for all of the
16 states that Trustee Corporation serviced?

17 A I can't remember.

18 Q Ma'am, were there any states you could not work
19 on reinstatements on?

20 A No.

21 Q Okay. So what states were included in the
22 Trustee Corps work?

23 A The only one I remember would be California.
24 California is the only state that I remember that we
25 worked on. I don't remember any other states.

1 A I don't remember one way or the other.

2 Q So let's talk about all the things you did
3 during the course of a day when you were working on
4 reinstatements. First of all, what you are talking
5 about is reinstating a loan that is in default; correct?
6 People haven't made their payments, like you said
7 earlier?

8 A What was that?

9 Q Read that back please.

10 (Whereupon the court reporter read back).

11 THE COURT REPORTER: "So let's talk about all
12 the things you did during the course of a day when you
13 were working on reinstatements. First of all, what you
14 are talking about is reinstating a loan that is in
15 default; correct? People haven't made their payments,
16 like you said earlier?"

17 THE WITNESS: Yes.

18 BY MR. BOYLAN:

19 Q So you would communicate with them about how
20 they needed to reinstate the loan; correct?

21 A No.

22 Q You recall telling me you were doing work on
23 the telephone, when you and I spoke, when you were doing
24 reinstatements?

25 A Inbound calls.

1 Q Approximately how many inbound calls regarding
2 reinstatement would you take in your average day?

3 A Around three.

4 Q And you were working an eight-hour day?

5 A Yes.

6 Q How long was the average call?

7 A I can't remember how long.

8 Q Less than five minutes typically?

9 A I can't remember.

10 Q What is your best estimate?

11 A About five minutes.

12 Q So that is, you said, three inbound calls.

13 That's about 15 minutes a day; right?

14 A Yes.

15 Q Is that your sworn testimony?

16 A Yes.

17 Q What were you doing the other seven hours

18 45 minutes a day?

19 A The reinstatements.

20 Q Exactly. What were you doing exactly, as best
21 you can tell me. What were you doing with your hands,
22 your ears, your eyes, your mouth? What were you
23 physically doing please?

24 A I was getting quotes from the system that
25 provided us with the reinstatement amounts and creating

1 the reinstatement documents.

2 Q When you handled phone calls, which you say
3 were inbound calls, that is what you were talking to the
4 debtors about? The reinstatement amounts?

5 A Yes.

6 Q You would provide that to them so they could
7 reinstate their loan?

8 A If we had them, yes.

9 Q The purpose was they would know the amount to
10 then reinstate the loan; correct?

11 A Yes.

12 Q That would be collected by MTC?

13 A Yes.

14 Q You had an accounting function, too, so you
15 were involved with collecting the moneys from the
16 debtors; correct?

17 A Yes.

18 Q What did you do with respect to the accounting
19 and collection functions?

20 A I would just receive the checks and put them in
21 a deposit slip, and that was it.

22 Q And how many hours a day did you typically
23 spend doing that?

24 A Can you repeat the question?

25 (Whereupon the court reporter read back).

1 THE COURT REPORTER: "And how many hours a day
2 did you typically spend doing that?"

3 THE WITNESS: It depends on how busy.

4 BY MR. BOYLAN:

5 Q Give me some estimates. Your busiest day, your
6 least busy day?

7 A It would be the eight hours on busiest day, and
8 at least it would be around five hours.

9 Q That is collecting checks, doing the deposit
10 slips?

11 A Yes.

12 Q So you saw a lot of big checks or a lot of
13 little checks or all of the above?

14 A I don't remember.

15 Q Okay. I'm not asking to be exact, but most
16 people when they see money, see checks, it kind of
17 sticks in their brain. Did the amount stick in your
18 brain at all?

19 A No.

20 Q What was the your best estimate? What is your
21 best estimate on the eight hour days when you were
22 receiving checks and doing deposit slips for
23 approximately eight hours? What is your best ballpark,
24 estimate of how much money was collected in such a day?

25 MR. CERAN: Objection. No foundation.

1 BY MR. BOYLAN:

2 Q Just an estimate, ma'am?

3 A I don't remember.

4 Q All right. Let me see if I can help you. Was
5 it more or less than \$10,000?

6 MR. CERAN: Same objection.

7 THE WITNESS: I can't remember.

8 MR. BOYLAN: Was it more or less than 100
9 million dollars?

10 MR. CERAN: Same objection.

11 THE WITNESS: I can't remember.

12 BY MR. BOYLAN:

13 Q Can you remember the amounts of any checks?

14 A No.

15 Q What was your best estimate of the number of
16 checks that would consume an eight-hour day of receiving
17 them and putting in the deposit slips? An eight-hour
18 days, that sounds like a lot of checks. Am I wrong
19 about that?

20 A No.

21 Q Pardon me, ma'am? Can you speak up?

22 A No.

23 Q It's at least a couple hundred checks to take
24 you eight hours; correct?

25 A Yes.

1 Q Sometimes as many as 500 checks in a day?

2 A I can't remember.

3 Q Well, let's do the math together then. How
4 much time did it take you to collect a check and make
5 out a deposit slip? 30 seconds?

6 A Yeah.

7 Q Okay. So 30 seconds per check. Sometimes it's
8 consumed an eight-hour day; correct?

9 A Yes.

10 Q All right. Let's do some math here. See if I
11 can help you with your testimony. Did you take a lunch
12 break and other breaks?

13 A Yes.

14 Q So your actual working time was about seven
15 hours when you were handling the checks; correct?

16 A Yes.

17 Q Each hour has 60 minutes. So seven hours, that
18 is 420 minutes; right? You said it takes about 30
19 seconds each. If we take that times two, that is
20 somewhere in the neighborhood of approximately 840
21 checks that you collected each day and wrote the deposit
22 slips for.

23 Does that sound like a fair estimate?

24 A Yes.

25 Q Did you keep a record of any kind, or did

1 anyone else keep a record of how many checks you
2 prepared for deposit?

3 A No.

4 Q Was there any type of log or electric data
5 where you would put the checks into a software system or
6 any type of database?

7 A I don't remember.

8 Q Were the checks prepared electronically or by
9 hand? I apologize. Let me restate that. The deposit
10 slips, were they prepared electronically or by hand?

11 A By hand.

12 Q You were depositing them into an MTC Trustee
13 Corps account; correct?

14 A I don't remember.

15 Q You weren't depositing into some stranger's
16 check, were you?

17 A No.

18 Q Like someone's uncle or something?

19 A No.

20 Q Okay. So where were you depositing all these
21 840 checks? What did the deposit slip say on it, ma'am?

22 A I don't remember.

23 Q Was it a bank?

24 A I don't remember.

25 Q Had to be a bank, though; right, if it is a

1 deposit slip?

2 A I don't remember what it was.

3 Q Did you interact with Terry Johnsen?

4 A No.

5 Q As far as you know, as you sit here today, the
6 checks that you received came from different debtors
7 located in all the states that MTC serviced?

8 A Can you repeat the question?

9 Q Please.

10 (Whereupon the court reporter read back).

11 THE COURT REPORTER: "As far as you know, as
12 you sit here today, the checks that you received came
13 from different debtors located in all the states that
14 MTC serviced?"

15 THE WITNESS: Can you repeat that one more
16 time? I'm sorry.

17 (Whereupon the court reporter read back).

18 THE COURT REPORTER: "As far as you know, as
19 you sit here today, the checks that you received came
20 from different debtors located in all the states that
21 MTC serviced?"

22 THE WITNESS: Yes.

23 BY MR. BOYLAN:

24 Q What did you do with all the checks and deposit
25 slips at the end of each of your workdays?

1 A I would give them over to my supervisor.

2 Q What was your understanding of what would be
3 done with the money after it was deposited?

4 A I never asked.

5 Q But you had a general understanding that the
6 money was going to be passed onto the lender to who the
7 money was owed; correct?

8 A I can't remember.

9 Q What do you think? What did you think was
10 going to happen to the money?

11 A I don't know. I never asked.

12 Q Okay. Well, let's go slow then. You indicated
13 these were people that had not made payments; correct?

14 A Yes.

15 Q That is on a loan they had; right?

16 A Yes.

17 Q So when you received this money, it was to
18 reinstate that loan; correct?

19 A Yes.

20 Q So the money was to go to the loan; correct?

21 A Yes.

22 Q And the loan was from a bank; right?

23 MR. CERAN: Sorry. I didn't hear that last
24 question. Could you please restate it?

25 ///

1 BY MR. BOYLAN:

2 Q The loan was from a bank; right?

3 A Yes.

4 Q And you understood the Trustee Corps worked for
5 the bank; right?

6 A Yes.

7 Q So you had a basic understanding that you were
8 collecting that money, MTC Trustee Corps, your employer,
9 was collecting that money on behalf of the bank with
10 respect to the loans that were not paid; right?

11 A Yes.

12 Q Okay. Ma'am, take a look please what has been
13 marked Exhibit Number 1. You can flip through it if you
14 want. I'm going to go through it. I will give you
15 different pages. We will talk about them.

16 The pages are numbered in black in the lower
17 right-hand corner, pages 1 through 32. At any time in
18 your life, have you ever looked at Trustee Corps
19 website?

20 (Plaintiff Exhibit 1 was marked for
21 identification).

22 A No.

23 Q Do you recognize this as a website document?

24 A No.

25 Q Do you know what loss mitigation is?

1 Q Did you sometimes return phone calls from
2 people that had called you?

3 A No.

4 Q Why is that?

5 A I would usually just give them to the
6 supervisor.

7 Q Natalie would return the calls?

8 MR. CERAN: Objection. No foundation.

9 THE WITNESS: I don't know.

10 BY MR. BOYLAN:

11 Q How far did Natalie sit from you, ma'am?

12 A Not far.

13 Q So you saw her on the phone, didn't you?

14 A At times, yes.

15 Q And you would give her phone numbers to return
16 calls of debtors that were calling regarding
17 reinstatement; correct?

18 A Yes.

19 Q And why was there a policy she had to return
20 the calls to the debtors rather than you? Because she
21 was a supervisor?

22 A No.

23 Q Then why did you give her the numbers to return
24 the phone calls to the debtors?

25 A It was something I would do. I would just give

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Supreme Court No. 73484

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

VOLUME 13

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

The Honorable William Kephart

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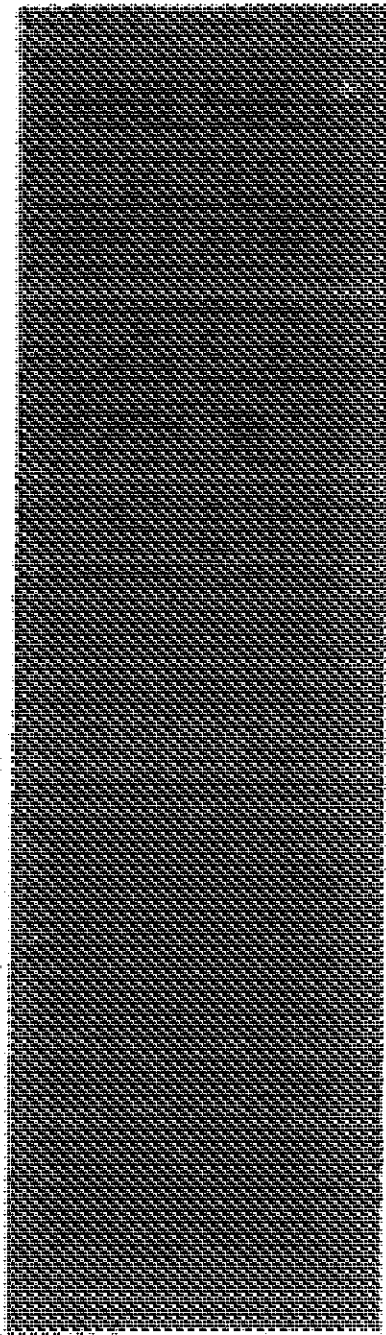
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The following loans have been placed on the House Financial Services Hold. Due to this we ask that you postpone the FCL sale and set a new sale date no earlier than 30 days from the previous sale date. We approve the fees/coats involved to postpone 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 received the email with the www.malcolmclisneros.com but it does not allow me to email just to visit the site.

Anita Green
FREM Specialist
5401 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

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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 FE 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)
rivas@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
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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
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949-252-8330 fax
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From: Ivy Le

Sent: Monday, August 17, 2009 10:29 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 10:26 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,

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Date: 05/17/2012

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Rachel Rivas
Foreclosure Support Rep.
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From: Rachel Rivas
Sent: Monday, August 17, 2009 7:38 AM
To: 'alan.m.simon@bankofamerica.com'
Cc: 'Jennifer2.wall@bankofamerica.com'; Amy Lemus
Subject: FW: [REDACTED]-LAGHAEI-SALE TODAY @ 10AM
Importance: High

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Date: 05/17/2012

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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-6pm PST)
 rivas@trusteecorps.com
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Rande Johnson: Director (rjohnsen@trusteecorps.com)

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MTC000148

Date: 08/17/2012

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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 hamp. 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, 19:59:46, by Natalia Resendiz

file back to grace for filling

08/12/2009, 19:59:30, by Natalia 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 # 38989 in the amount of \$8,500.00, representing funds being paid towards the defaulted amount 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.

MTC000149

Date: 05/17/2012

Page: 52

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
xl151

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

08/11/2009, 18:31:50, by Michelle Diggs
FORBEARANCE AGREEMENT TERMS AND CONDITIONS

12 MONTHS
PAYMENT AMOUNT \$3,768.71
COMMENCING 8/1/2009 AND ENDING 9/1/2010

08/11/2009, 18:30:06, by Michelle Diggs
NOTIFIED LENDER OF FORBEARANCE AGREEMENT

From: Michelle Diggs
Sent: Tuesday, August 11, 2009 6:29 PM
To: 'Angle.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 Clairfire 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

MTC000150

Date: 05/17/2012

Page: 53

Subject: nv0838405-1/ 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 Postponements: newman@trusteecorps.com

Clarise 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) 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 Johnson, Director (rjohnsen@trusteecorps.com)

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08/04/2008, 10:36:08, by Michelle Diggs

LOSS MIT PROCESS [REDACTED]

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

MTC000151

Date: 05/17/2012

Page: 54

08/04/2009, 10:18:14, by Michelle Diggs

LOSS MIT PROCESS [REDACTED]

BORROWER CALLED IN AND STATED THAT B 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 send this? Please advise thank you

07/29/2009, 17:06:15, by Michelle Diggs

reinstatement demand sent out

DATE: 07/29/09

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 LAGHAEL
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 REINSTATEMENT 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 LAGHAEL, AN UNMARRIED MAN

MTC000152

Date: 05/17/2012

Page: 55

REINSTATEMENT DEMAND

Payments	\$ 21,599.74
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, 15:06:05, 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 7977-7049-4193

Date: 7/16/09

Bank Of America Home Loans
400 Countrywide Way
MS-SV 36
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

Date: 05/17/2012

Page: 58

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

07/09/2009, 18:19:31, 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 7:16 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [REDACTED] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEMENT 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

MTC000154

Date: 05/17/2012

Page: 57

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07/09/2009, 19:16:42, by Ivy Le

From: Natalie Resendiz
Sent: Thursday, July 09, 2009 7:16 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [REDACTED] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEMENT 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, 19:16:10, by Natalie Resendiz

From: Natalie Resendiz
Sent: Thursday, July 09, 2009 7:16 PM
To: Ivy Le
Subject: NV0938405-1/ LOAN [REDACTED] BIJAN LAGHEAL

FUNDS RECEIVED AND FORBEARANCE AGREEMENT SIGNED

MTC000155

Date: 06/17/2012

Page: 58

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 accrued 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, 11:08:13, by Ivy Le

FORBEARANCE AGREEMENT PREPARED:

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

REC'D COPY OF CHECK IN THE AMOUNT OF \$8300 FOR REPAYMENT PLAN WHICH INCLUDED THE \$160 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 PAYMENT HE PAYS IT QUARTERLY. HIS INSURANCE IS PAID THROUGH THE LENDER HE WILL SEND THE FUNDS TO US TODAY HE WILL FAX COPY OF CHECK TO DRAFT UP AGREEMENT.

07/01/2009, 18:58:28, 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,

MTC000158

Date: 05/17/2012

Page: 59

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
26 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	\$ 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.

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 36% down,
ADVISED HIM TO GIVE US A CALL ONCE HE RECEIVES THE REINSTATEMENT DEMAND.

MTC000157

Date: 06/17/2012

Page: 60

06/17/2009, 17:48:35, 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 #588136

County: Washoe
Newspaper: Dally Sparks Tribune
Run Dates: 6/22, 6/23, 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 - newman@trusteecorps.com
For publications: 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

MTC000158

Date: 05/17/2012

Page: 61

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 - newman@trusteecorps.com

For publications: Carlos Quezada: cquezada@trusteecorps.com

Thank you,

06/08/2009, 15:36:46, by Carlos Romero

Ad Due deadline changed from 07/08/2009 to 08/16/2009.

06/08/2009, 15:36:43, by Carlos Romero

SetSaleProcess deadline changed from 06/10/2009 to 08/16/2009.

06/08/2009, 15:36:33, by Carlos Romero

OrderPubDateDown deadline changed from 07/23/2009 to 08/16/2009.

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, 16:34:26, by Ivy Le

a copy filed w/ 30 corp park

From: Ivy Le

Sent: Monday, June 01, 2009 7:34 PM

To: Robert Padilla; Simon 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

MTC000169

Date: 05/17/2012

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Loss Mitigation Department
Trustee Corps
2112 Business Center Dr. Ste 120
Irvine, CA 92612
Tel: (949) 252-6300
Fax: (949) 752-0320

05/01/2009, 19:29:47, by Ivy Le

rec'd faxes from homeowner stating he is interested in a loan mod. CALLED HM OWNER 775-232-0380: 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 Sencun :

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

From: Mimi Mar
Sent: Friday, May 08, 2009 1:05 PM
To: 'Alan M Simon'
Subject: FW: National TSG for Ref #: NV0938405-1, Loan # [REDACTED], LPS #:090206783-NV-GTO (26 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 #:090206783-NV-GTO (26 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: 090206783-NV-GTO

Borrower: LAGHAEL, BJAN
Property Address: 26 WINTERBERRY COURT
RENO NV, 89511

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

MTC000180

Date: 05/17/2012

Page: 63

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@trusteecorp.com
TO: Alan_M_Simon@Countrywide.Com
SENT: Wed 22 Apr 2009 16:52:39 CDT
EXPIRES: Wed 06 May 2009 16:52:39 CDT
TRACKING: Sent

> Hello Alan --

I was able to retrieve 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, 16:08:46, by Ivy Le
per fax : street name been changed by the City: forward to Robert:
& Nivin for review. hard copy filed.

From: Robert Pedilla
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

MTC000161

Date: 05/17/2012

From: Ivy Le
Sent: Tuesday, April 21, 2009 9:01 PM
To: Robert Padilla
Cc: Nivin Youssef
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] / laghael

I am working on the HUD 1 and title Policy.

Alan M. Simon
Sr. Foreclosure Specialist
Pre-Sale Foreclosure
805-855-7305 Direct
805-577-3489 Fax
alan_m_simon@countrywide.com

04/17/2009, 16:29:47, by Alessandra 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

MTC000162

Date: 05/17/2012

Page: 86

To: 'brndemands@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 05/16/2009 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

04/16/2009, 17:56:21, by Mimi Mar

From: Mimi Mar

Sent: Wednesday, April 15, 2009 6:58 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

04/16/2009, 17:27:26, by Ivy Le

rec'd a fax from homeowner: Bijan Laghael: [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:

MTC000163

Date: 05/17/2012

Page: 88

Outstanding Fees: \$600.00

Outstanding Cost: \$2753.00

***Total Fees & Costs: \$3353.00 g/a 4/30/2009

04/02/2009, 07:18:32, by Claudio Martinez

TITLE SUMMARY

CURRENT LIEN HOLDER: countrywide

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

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):

\$7884.85 crown asset management

\$5080.45 american express centurion bank

\$5748.30 hudson & keyse

Wanderer law pc no amount

\$8480.52 unfund car partners

DELINQUENT PROPERTY TAXES:yes

2008-2009 \$871.89+\$915.85

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)

MTC000164

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 guarantees 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 Vollandorff

From: kellee.vollandorff

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

MTC000185

EXHIBIT “K”

1 AFTT
2 Nicholas A. Boylan, Esq.
3 Nevada Bar No. 5878
4 LAW OFFICE OF NICHOLAS A. BOYLAN, APC
5 444 West "C" Street, Suite 405
6 San Diego, CA 92101
7 Phone: (619) 696-6344
8 Fax: (619) 696-0478
9 nablawfirm@gmail.com

6 Shawn Christopher, Esq.
7 Nevada Bar No. 6252
8 Christopher Legal Group
9 2520 Saint Rose Parkway, Suite 316
10 Henderson, NV 89074
11 Phone: (702) 737-3125
12 Fax: (702) 458-5412

13 Attorneys for Plaintiffs, except for Antoinette Gill

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 JEFFREY BENKO, a Nevada resident;
17 CAMILO MARTINEZ, a California
18 resident;
19 ANA MARTINEZ, a California resident;
20 FRANK SCINTA, a Nevada resident;
21 JACQUELINE SCINTA, a Nevada
22 resident; SUSAN HJORTH, a Nevada
23 resident; RAYMOND SANSOTA, a Ohio
24 resident; FRANCINE SANSOTA, a Ohio
25 resident;
26 SANDRA KUHN, a Nevada resident;
27 JESUS GOMEZ, a Nevada resident;
28 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

Honorable Susan W. Scann
Dept. 29

DECLARATION OF BIJAN
LAGHAEI IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANTS' JOINT MOTION
TO BIFURCATE AND LIMIT
DISCOVERY TO NAMED
PLAINTIFFS IN INITIAL PHASE
OF DISCOVERY AND TO
VACATE DEPOSITION NOTICES

1 Defendants,
2 v.
3 QUALITY LOAN SERVICE
4 CORPORATION, a California
5 Corporation; APPLETON PROPERTIES,
6 LLC, a Nevada Limited Liability
7 Company; MTC FINANCIAL, INC. dba
8 TRUSTEE CORPS, a California
9 Corporation; MERIDIAN
10 FORECLOSURE SERVICE, a California
11 and Nevada Corporation dba MTDS, Inc.,
12 dba MERIDIAN TRUST DEED
13 SERVICE; NATIONAL DEFAULT
14 SERVICING CORPORATION, a Arizona
15 Corporation; CALIFORNIA
16 RECONVEYANCE COMPANY, a
17 California Corporation; and DOES 1
18 through 100, inclusive,

19 Defendants.

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**DECLARATION OF BIJAN LAGHAEI IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANTS' JOINT MOTION TO BIFURCATE AND
LIMIT DISCOVERY TO NAMED PLAINTIFFS IN INITIAL PHASE OF
DISCOVERY AND TO VACATE DEPOSITION NOTICES**

**Date of Hearing: July 20, 2016
Time of Hearing: 9:00 a.m.**

I, Bijan Laghaei, declare:

1. I have personal knowledge of each fact stated in this declaration. I make this declaration in support of Plaintiffs' Opposition to Defendants' Joint Motion to Bifurcate and Limit Discovery to Named Plaintiffs in Initial Phase of Discovery.
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

**DECLARATION OF BIJAN LAGHAEI IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANTS'
JOINT MOTION TO BIFURCATE AND LIMIT DISCOVERY TO NAMED PLAINTIFFS IN INITIAL
PHASE OF DISCOVERY AND TO VACATE DEPOSITION NOTICES**

1 loan, increasing by taking the security, i.e. my home, and recorded a Notice of Default
2 and Election to Sell under Deed of Trust. A true and correct copy of this notice is
3 attached as Exhibit "1". As shown on the face of this Notice of Default, MTC
4 identified itself as a debt collector. "TRUSTEE CORPS IS A DEBT COLLECTOR FOR
5 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

6 3. In approximately July 2009, I sought to negotiate on my mortgage loan,
7 so that I could stay in my home, after I became in default under the Note. To that end,
8 I sought a forbearance agreement on the loan with Bank of America ("BAC")
9 formerly known as Countrywide Home Loans. A true and correct copy of this
10 forbearance agreement is attached as Exhibit "2".

11 4. In negotiating this loan forbearance agreement, I communicated with
12 MTC, as the collection agent for BAC. I was told by MTC representatives that a
13 modification would be worked out for my loan and not to be concerned with MTC's
14 Notice of Default and Notice of Trustee's Sale. I therefore believed that a loan
15 modification was to be worked out.

16 5. As part of and pursuant to the agreement, MTC collected from me on
17 the loan and I paid MTC a total of \$19,810.00, to be passed on to BAC, through its
18 collection agent MTC, as Trustee Corps, through a series of three cashier's checks
19 dated July 6, 2009, August 5, 2009, and October 7, 2009. True and correct copies of
20 these checks to MTC are attached as Exhibit "3". These checks were made out to
21 Trustee Corps (MTC), for the BAC loan.

22 I declare under penalty of perjury under the laws of the State of Nevada that
23 the foregoing is true and correct and that this Declaration was executed in
24 Reno, Nevada, on June 24, 2016.

25
26 Brian Laghari

27
28
DECLARATION OF BRIAN LAGHARI IN SUPPORT OF PLAINTIFFS' OPPOSITION TO DEFENDANT'S
JOINT MOTION TO SET ASIDE AND LIMIT DISCOVERY TO NAMED PLAINTIFFS IN INITIAL
PHASE OF DISCOVERY AND TO VACATE DEPOSITION NOTICES

EXHIBIT "1"

DOC #3741278

03/20/2009 03:09:34 PM

Electronic Recording Requested By

TXCOR FILE - REND

Washoe County Recorder

Kathryn L. Burke - Recorder

Fee: \$16.00 RPTT: \$0

Page 1 of 3

PRECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:Trustee Corps
2112 Business Center Drive
2nd floor
Irvine, CA 92612

APN # 047-413-12

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. HY0835403-1 Loan No. 8543390 Title Order No. 000206733

of 2686

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). Its 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).

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 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 breakdown 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 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 this 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 property by paying the entire amount demanded by your creditor.

3741278 Page 2 of 3 03/20/2009 03:08:34 PM

Trustee Sale No. NY0000406-1 Loan No. 8045398 Title Order No. 000208783
ATO CONTROL # 00303AZNC2BU

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:

COUNTRYWIDE HOME LOANS SERVICING, LP
c/o TRUSTEE CORPS
2112 BUSINESS CENTER DRIVE
2ND FLOOR
IRVINE, CA 92612
(818) 262-8156

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.**

NOTICE IS HEREBY GIVEN THAT MTC FINANCIAL, INC. d/b/a 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 11/02/2001, executed by ELIAN LAGHAEL 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 04/08/2002 as Document No. 2873114 of Official Records in the Office of the Recorder of Nevada County, State of Nevada, describing land therein, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. Said obligations including one Note for the sum of \$225,000.00 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 11/01/2008 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 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.

3741278 Page 3 of 3 03/20/2009 03:09:34 PM

Trustee Sale No. NV0838405-1 Loan No. 8848399 Title Order No. 080208783
 ATO CONTROL # 88263AZNC28U

DATED: 3/20/09

LPS TITLE COMPANY, AS TRUSTEE FOR
 TRUSTEE CORPS, as Agent for COUNTRYWIDE HOME LOANS SERVICING, LP

BY:

State of

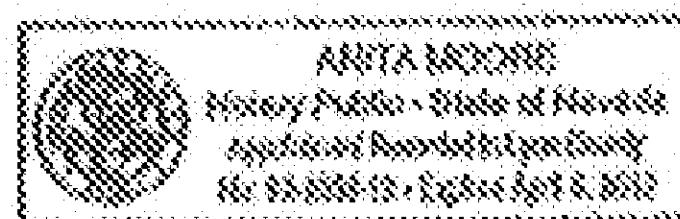
County of

On 3-22-09 before me, ANTA MOORE, a notary public,
 personally appeared Shirley S. Silva, 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 Nevada that the foregoing
 photograph is true and correct.

WITNESS my hand and official seal.

Notary Public:



TRUSTEE CORPS IS A DEBT
 COLLECTOR. ANY INFORMATION
 OBTAINED WILL BE USED FOR THAT
 PURPOSE.

EXHIBIT "2"

FORBEARANCE AGREEMENT

Loan No. 8245122

Foreclosure No. NY0238403-1

THIS AGREEMENT is dated this 8TH day of JULY 2009 and is made by and between ELIAN LAGHAEL, (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, 2001, in the original principal face amount of THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 (\$225,000.00) (the "Note"); and

Whereas the Note is secured by that certain deed of trust dated NOVEMBER 12, 2001, and executed by BORROWER in favor of Lender which Deed of Trust was recorded on 04/09/2002 in the Office of the County Recorder in the County of WASHOE as Instrument # 2001-55283, (the "Deed of Trust"); and

Whereas the Deed of Trust encumbers the real property as described therein (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 NY0238403-1, 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

Loan No. 8245008
Foreclosure No. NY0238403-1

1

TWENTY FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS AND 20/100
(\$24,950.20) 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, 2002, (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 85/100 (\$1,370.85) 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, 2002 and ending: AUGUST 01, 2010 (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'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, 2002, (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 85/100 (\$1,370.85) 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, 2002 and

ending AUGUST 31, 2010 (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 acknowledges(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 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
MARKOS HANNAN
400 COUNTRYWIDE WAY
MS 8V-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 or move 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. # NY0233403-1 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.

- 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 teletype), 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: 10/1/88

[Signature]

EDAN LACHAEL

Dated: _____

BANK OF AMERICA HOME LOANS

By _____

Its: _____

EXHIBIT "3"

25-14-3774B 09-2005

Bank of America

Cashier's Check

No. 003100367

Pay to the order of **TRUSCO CORP**

Amount **\$ 8300.00**

Payable at **Bank of America, N.A.**

VOID AFTER 90 DAYS

Signature *[Signature]*

Authorized Signature *[Signature]*

003100367 11221017061 252563581

THE ORIGINAL DOCUMENT HAS BEEN ACTIVE IN THE BANK ON THE DATE

Bank of America

Cashier's Check

No. 003108899

Bank of America is not responsible for the loss of cash or other property if it is not properly secured. The bank is not responsible for the loss of cash or other property if it is not properly secured.

Payable to

00000000000000000000

00000000000000000000

00000000000000000000

00000000000000000000

Pay

THIRTY THOUSAND THREE HUNDRED TEN DOLLARS AND 00 CENTS

To

The

Order

REPOSIT CO. INC.

1000 1 244339 SEPTEMBER 09 PAYMENT

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

Authorized Signature

David M. Young

003108899 11221017051 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. 003161

Note: In Phoenix, in the event this check is lost, a stop payment order must be placed with the bank within 90 days of the date of issuance. After 90 days, a stop payment order is not required. After 90 days, a stop payment order is not required. After 90 days, a stop payment order is not required.

August 05, 2009

0-170-021

Banking
Center

CALERA BANKING CENTER

0000557 00001 003168367

BIJAN LAGHARI

Counter (Purchased By)

***200.00**

28-14-37748 09-2009

Pay ****TWO HUNDRED DOLLARS AND 00 CENTS****

To

The

Order

Of

****TRUSTEE CORP****

Stephanie Hoof
Authorized Signature

Bank of America, N.A.
Phoenix, AZ

VOID AFTER 90 DAYS

003168367 *122101708* 252561581*

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE B

EXHIBIT “L”

1 Richard J. Reynolds, Esq.
Nevada Bar No. 11864
2 E-mail: rreynolds@bwslaw.com
BURKE, WILLIAMS & SORESENSEN, LLP
3 1851 East First Street, Suite 1550
Santa Ana, CA 92705-4067
4 Tel: 949.863.3363 Fax: 949.863.3350

5 Michael R. Brooks, Esq.
Nevada Bar No. 7287
6 E-mail: mbrooks@brookshubley.com
BROOKS HUBLEY, LLP
7 1645 Village Center Circle, Suite 60
Las Vegas, NV 89134
8 Tel: 702.851.1191 Fax: 702.851.1198

9 Attorneys for Defendant, MTC FINANCIAL INC.
dba TRUSTEE CORPS (erroneously named herein
10 as MTC FINANCIAL, INC. dba TRUSTEE
CORPS)

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA
13

14 JEFFREY BENKO, a Nevada resident;
15 CAMILO MARTINEZ, a California
resident; ANA MARTINEZ, a California
16 resident; FRANK SCINTA, a Nevada
resident; JACQUELINE SCINTA, a Nevada
17 resident; SUSAN HJORTH, a Nevada
resident; RAYMOND SANSOTA, a Ohio
18 resident; FRANCINE SANSOTA, a Ohio
resident; SANDRA KUHN, a Nevada
19 resident; JESUS GOMEZ, a Nevada
resident; SILVIA GOMEZ, a Nevada
20 resident; DONNA HERRERA, a Nevada
resident; ANTOINETTE GILL, a Nevada
21 resident; JESSE HENNIGAN, a Nevada
resident; KIM MOORE, a Nevada resident;
22 THOMAS MOORE, a Nevada resident;
SUS KALLEN, a Nevada resident;
23 ROBERT MANDARICH, a Nevada
resident; JAMES NICO, a Nevada resident
24 and PATRICIA TAGLIAMONTE, a
Nevada resident

25 Plaintiffs,

26 vs.

27 QUALITY LOAN SERVICE
28 CORPORATION, a California Corporation;

Case No. A-11-649857-C

Dept. No.: XXIX

DEFENDANT MTC FINANCIAL INC.'S
SECOND SUPPLEMENTAL RESPOSNES
TO RAYMOND SANSOTA AND
FRANCINE SANSOTA'S
INTERROGATORIES, SET ONE

1 APPLETON PROPERTIES, LLC, a Nevada
2 Limited Liability Company; MTC
3 FINANCIAL, INC. dba TRUSTEE CORPS,
4 a California Corporation; MERIDIAN
5 FORECLOSURE SERVICE, a California
6 and Nevada Corporation dba MTDS, Inc.,
7 dba MERIDIAN TRUST DEED SERVICE;
8 NATIONAL DEFAULT SERVICING
9 CORPORATION, a Arizona Corporation;
10 CALIFORNIA RECONVEYANCE
11 COMPANY, a California Corporation; and
12 DOES 1 through 100, inclusive,

Defendants.

13
14 **DEFENDANT MTC FINANCIAL INC.'S SECOND SUPPLEMENTAL RESPOSNES**
15 **TO RAYMOND SANSOTA AND FRANCINE SANSOTA'S INTERROGATORIES,**
16 **SET ONE**

17 PROPOUNDING PARTY: PLAINTIFFS RAYMOND SANSOTA and FRANCINE
18 SANSOTA

19 RESPONDING PARTY: DEFENDANT MTC FINANCIAL INC.

20 SET NUMBER: ONE

21 INTERROGATORY NO. 1:

22 State YOUR best estimate of the total amount of dollars received by YOU as payment of
23 fees and/or costs related to foreclosure related and/or collection agency services provided by
24 YOU as to the entirety of the PUTATIVE CLASS, as stated against YOU in the Operative
25 Complaint in this matter.

26 SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:

27 In accordance with the Discovery Commissioner's Report and Recommendations, which
28 modified the Interrogatory to state: "State YOUR best estimate of the total amount of dollars
received by YOU as payment of fees and/or costs related to foreclosure related and/or collection
agency services provided by YOU" -- and limited the Interrogatory to the amount of money MTC
received from the services performed in Nevada for the years at issue -- Defendant responds:
Defendant's best estimate is \$12,317,679 in fees and \$34,772,022.71 in costs incurred on behalf

1 of clients during the years in issue, 2007-2012.

2 DATED: 10 day of November, 2016.

BROOKS HUBLEY, LLP

3
4 BY: 
5 MICHAEL R. BROOKS, ESQ.
6 (SBN 7287)
7 1645 VILLAGE CENTER CIRCLE, SUITE 60
8 LAS VEGAS, NV 89134

9 RICHARD J. REYNOLDS, ESQ.
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14 ATTORNEYS FOR DEFENDANT MTC
15 FINANCIAL INC. DBA TRUSTEE CORPS
16
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VERIFICATION

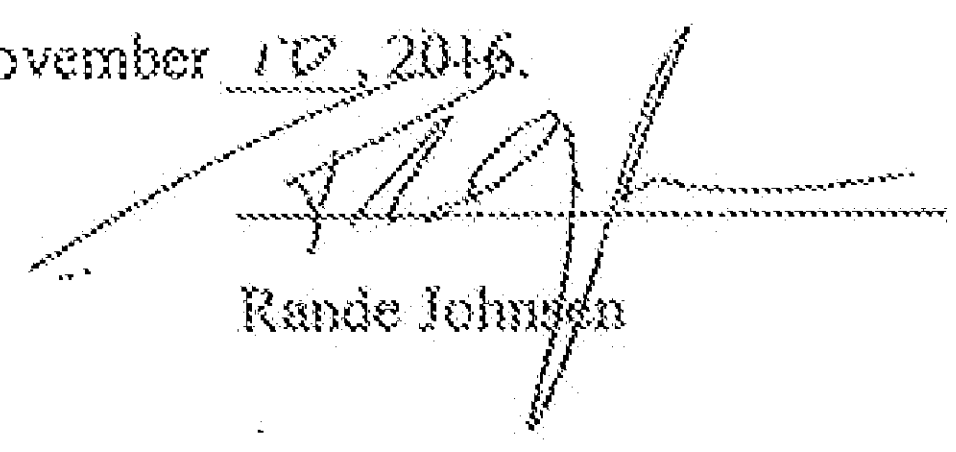
I, Rande Johnsen, declare:

I am an officer of MTC FINANCIAL INC. dba TRUSTEE CORPS, a corporation organized and existing under the laws of California, which is a Defendant in the above-entitled action, and I have been authorized to make this verification on its behalf.

I have read the foregoing DEFENDANT MTC FINANCIAL INC.'S SECOND SUPPLEMENTAL RESPOSNES TO RAYMOND SANSOTA AND FRANCINE SANSOTA'S INTERROGATORIES, SET ONE herein and know the contents thereof. The same is true of my own knowledge, or on information and belief, and, as to those matters, I believe them to be true.

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

Executed at Irvine, California on November 10, 2016.


Rande Johnsen

1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I certify that I am an employee of BROOKS HUBLEY, LLP, and
3 that on November 10th, 2016, that a true copy of the DEFENDANT MTC FINANCIAL INC.'S
4 SECOND SUPPLEMENTAL RESPOSNES TO RAYMOND SANSOTA AND FRANCINE
5 SANSOTA'S INTERROGATORIES, SET ONE was E-Served, e-mailed and/or by placing an
6 original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the
7 United States mail at Las Vegas, addressed to:

- 8 • Bryan Cave, LLP -- Jessica R. Maziarz, Julie Martin, Kathryn Brown, Lawrence G.
9 Scarborough, Lisa Kirkeby, Mary Ann Vila, and Sarah Burwick
10 • Christopher Legal Group - Shawn Christopher, Esq.
11 • Law Office of Nicholas A. Boylan, APC -- Nicholas A. Boylan, Esq., Marina Vaisman
12 • McCarthy & Holthus - Kristin A. Schuler-Hintz, Esq., Thomas N. Beckom, Esq.
13 • Smith Larsen & Wixom -- Elise Fossum, Katie Weber, and Kent F. Larsen, Esq.
14 • Tiffany & Bosco, P.A. - Gregory L. Wilde, Esq., Kevin S. Soderstrom, Esq.

15 Via U.S. Mail to:

16 Antoinette Gill
17 4754 Deer Forest
18 Las Vegas, NV 89139
19 PRO SE

20 
21 An employee of BROOKS HUBLEY, LLP
22
23
24
25
26
27
28

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 February 3, 2017, I served a true and correct copy of the foregoing:

- NOTICE OF MOTION RE PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT
- PLAINTIFFS' (SANSOTAS) MOTION FOR PARTIAL SUMMARY JUDGMENT AGAINST MTC FINANCIAL, INC.
- PLAINTIFFS' SEPARATE STATEMENT IN SUPPORT OF MOTION FOR PARTIAL SUMMARY JUDGMENT
- DECLARATION OF NICHOLAS A. BOYLAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT (EXHIBITS "A" – "L")

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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Meridian Foreclosure Service

dba Meridian Trust Deed Service

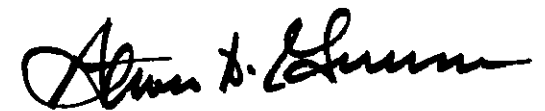
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/s/ Michele L. Cullen

An Employee of Nicholas A. Boylan



CLERK OF THE COURT

STAT

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Nevada Bar No. 5878

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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' SEPARATE
STATEMENT IN SUPPORT OF
MOTION FOR PARTIAL
SUMMARY JUDGMENT**

Jury Trial Demanded

Hearing Date:

Hearing Time:

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

15 Defendants.

16 Plaintiffs Raymond and Francine Sansota (collectively "Plaintiffs" here)
17 respectfully submit the following Separate Statement in Support of their Motion for
18 Partial Summary Judgment against Defendant MTC Financial Inc. dba Trustee Corps
19 ("MTC" or "Defendant").

20 **ISSUE NO 1: Partial Summary Judgment on Plaintiffs' First Cause of Action as**
21 **to Liability (Not Damages) Should Be Granted as a Matter of Law**

No.	Moving Party's Undisputed Material Facts	Supporting Evidence
1	MTC has been continuously conducting business in the State of Nevada since at least as early as 2000.	Exhibit "D", at 19:14-15. ¹ Authenticated by Boylan Declaration, at ¶7.
2	MTC did not obtain a collection agency license from the State of Nevada's Financial Institutions Division ("FID") until April 19, 2012.	See Exhibit "I", at MTC000338. Authenticated by Exhibit "B", at 74, 102.
3	MTC has continued to renew its collection agency license with the FID from 2012 to the	See Exhibit "I", at MTC000338-MTC000353.

22 ¹ After her deposition, Ms. Johnsen provided an errata sheet, dated August 11, 2016, making
23 various "corrections" to her deposition testimony. See Exhibit "E" at 2. As pertinent here, Ms.
24 Johnsen changed her testimony from "2000" to "2000, I believe." See *id.* The reason given for this
25 change (as with all of her changes to her deposition testimony) was
26 "Correction/recollection/completeness." *Id.* at 1.

1		present.	Authenticated by Exhibit "B", at 74, 102.
2	4	From before MTC obtained its Nevada license, the nature of MTC's business operations in the State of Nevada has not materially changed, i.e., it is the same Nevada operations as after MTC obtained its collection agency license from the FID on April 19, 2012. (Senior Vice-President Gloria Juarez swore on January 31, 2017, that there had been no material change since 2002. The transcript of her deposition has not yet been received.)	Exhibit "B", at 29, 99-101; Boylan Declaration, at ¶16; Juarez Deposition, at _____ (pages to be submitted upon receipt of transcript). Exhibit "B" is authenticated by Boylan Declaration, at ¶5.
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9	5	At her deposition, Ms. Johnsen, a co-owner and vice-president of MTC, testified that MTC's "[t]rustee work" includes "[f]oreclosure" and "[w]hatever else goes with it." By way of example, she stated that MTC does "eviction work" as part of its "trustee work" in the State of Nevada.	Exhibit "D", at 20:24-21:11. ²
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14	6	It is and has been generally MTC's practice, policy, and procedure to hold its employees to the standards imposed on debt collectors by the federal Fair Debt Collection Practices Act ("FDCPA"), including in all communications with Nevada debtors.	See, e.g., Exhibit "I", at MTC000312. Authenticated by Exhibit "B", at 73-74, 87-88, 93.
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18	7	Between 2007 through 2012, MTC estimates that it received payments from its clients of \$12,317,679 in fees and \$34,772,022.71 in costs incurred on behalf of MTC's clients for MTC's services in the State of Nevada during that period.	See Exhibit "L", at 2-3. Authenticated as described Boylan Declaration, at ¶18.
19			
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21			
22	8	As a general rule, MTC's fees and costs for its services are added to the loan balance of defaulted debtors in Nevada whose files MTC handles, and become a part of the homeowners' outstanding debt.	Exhibit "B", at 107:18-23.
23			
24			
25	9	MTC's fees and costs for its various services in the State of Nevada are governed by MTC's written contracts with its creditor-clients.	Exhibit "B", at 33-34.
26			
27			

² After her deposition, Ms. Johnsen changed her testimony that "We do eviction work" to "Nonjudicial foreclosure work." See Exhibit "E" at 2.

1	10	MTC currently has approximately 150 clients, each with its own particular written contract governing MTC's services for it.	Exhibit "B", at 33-34.
2			
3	11	If MTC's creditor-clients direct MTC to accept checks (i.e., collect money) from Nevada debtors or third-parties as payment on defaulted debts, MTC itself processes the checks and forwards the funds directly to the creditor-clients and then invoices the client for MTC's services.	Exhibit "B", at 44.
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8	12	According to MTC's current Senior Vice-President of Operations, MTC currently provides both full service default services <u>and</u> foreclosure services to its clients. The two categories are distinct: full service default services include collection services such as handling deed-in-lieu of foreclosure transactions, senior lien monitoring, negotiating loan forbearance agreements, post-foreclosure sale conveyances, and other services.	Exhibit "B", at 140:10-147:12.
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15	13	From at least 2011 to the present, MTC solicits creditor-clients for the services, including full default services <u>and</u> foreclosure services, it provides on defaulted loans in the State of Nevada.	Exhibit "B", at 150:23-151:16.
16			
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19	14	From the contracts for the relevant period produced by MTC thus far, MTC expressly contracted with its creditor-clients to, among other services in the State of Nevada, comply with applicable federal, state, and local laws, including those relating to foreclosures, debt collection, and privacy; represented that it had and would maintain all regulatory approvals, authorizations, licenses, permits, or other permissions, consents, and authorities needed to perform its obligations to its clients; residential foreclosure, collection, recovery, and all other legal services related to foreclosure of delinquent mortgagors; return telephone calls to defaulted debtors; promptly	Boylan Declaration, at ¶15; Exhibits thereto (MTC000485-522, MTC000896-918, MTC001035-1082).
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	forward reinstatement or pay-off proceeds received from Nevada debtors on defaulted loans to MTC's creditor-clients; deliver good and marketable title following MTC conducting non-judicial foreclosure sales; attempt to solicit loss mitigation workout options when a Nevada borrower calls MTC; create loss mitigation workouts and send them to borrowers; forward all down payments received from defaulted debtors as part of loss mitigation or forbearance agreements; upon request from Nevada debtors, provide reinstatement and pay-off quotes to Nevada debtors, which would include all amounts owed to MTC's creditor-clients and MTC's fees and costs; handle eviction proceedings on behalf of MTC's creditor-clients; and initiate and carry out non-judicial foreclosure proceedings in the Nevada relating to defaulted loans.	
15	According to MTC's current Senior Vice-President of Operations, it is one of MTC's duties as a non-judicial foreclosure trustee to collect money from Nevada borrowers and pass it on to MTC's creditor-clients.	Exhibit "B", at 154-158.
16	In collecting money from Nevada debtors to reinstate or pay-off defaulted debts, and passing the money received on to MTC's creditor-clients, MTC acts as the "middle person" (i.e., agent) in the transaction.	Exhibit "B", at 159:15-25.
17	MTC's creditor-clients generally require as part of their contracts with MTC that MTC provide a debt-collector, "mini-Miranda warning," to debtors or otherwise inform borrowers to the effect that MTC is a debt collector.	See Exhibit "B", at 79-80, 89-90, 124-129.
18	From at least 2007 to the present, MTC has had an entire department dedicated to handling pay-off and reinstatement of defaulted loans, in response to requests from Nevada borrowers and third-parties.	See Exhibit "B", at 42-44.

1	19	MTC's reinstatement and pay-off process includes receiving (i.e., collecting) money from Nevada debtors, depositing the funds in MTC's trust account, and then passing the money on to MTC's creditor-clients.	Exhibit "B", at 45.
2			
3			
4	20	As part of MTC's pay-off and reinstatement activities, MTC regularly receives checks, and thus collects money, from Nevada borrowers and third-parties to pay-off or reinstate defaulted mortgage loans in the State of Nevada.	Exhibit "B", at 42-44.
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8	21	As part of MTC's defaulted loan pay-off and reinstatement activities, MTC employees communicate—whether by phone or in writing or both—pay-off and reinstatement quotes to Nevada borrowers and third-parties.	Exhibit "B", at 42-44.
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11			
12	22	MTC currently has approximately 40 employees located in Red Rock, Nevada, alone.	Exhibit "B", at 34.
13			
14	23	MTC has approximately 15 employees in the State of Nevada who handle calls from Nevada debtors; MTC currently receives approximately 40 such calls a month. In 2011, MTC had approximately triple the number of calls from Nevada debtors, for approximately 100 to 120 such calls per month.	Exhibit "B", at 36-38.
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18	24	It is and was, including between 2007 to 2012, MTC's policy and practice when it receives checks from Nevada borrowers and third-parties for payment on defaulted debts, to confirm with MTC's creditor clients whether the checks should be accepted by MTC on the clients' behalf.	Exhibit "B", at 44.
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22			
23	25	If MTC receives checks from Nevada debtors or third-parties that are made out to MTC's creditor-clients, MTC generally forwards the checks directly to the creditor-clients for processing.	Exhibit "B", at 55-56.
24			
25			
26	26	All <u>incoming</u> calls to MTC are greeted by an automated recording containing a statement (i.e., admission) to the effect that MTC is a	Exhibit "B", at 79-80; Exhibit "I", at MTC000314.
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1		debt collector and all information obtained may be used for that purpose.	Authenticated by Exhibit "B", at 73-74, 87-88, 93.
2	27	It is MTC's practice and procedure that all outgoing communications—including written communications and communications by phone—from MTC to borrowers and their representatives contain a "verbal mini-Miranda warning," admitting that MTC is a debt collector and seeking to collect on debt.	Exhibit "I", at MTC000314. Authenticated by Exhibit "B", at 73-74, 87-88, 93.
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7	28	MTC's so-called "warning" generally consists of a statement disclosing that MTC is a "debt collector" and that the "purpose" of the communication—including calls—is to "collect a debt" and that "any information . . . obtain[ed] will be used for that purpose."	Exhibit "I", at MTC000314. [italics omitted]. Authenticated by Exhibit "B", at 73-74, 87-88, 93.
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11	29	It generally has been MTC's policy, procedure, and practice since at least 2011 for MTC to give Nevada debtors MTC's direct contact information in communications so that Nevada debtors can communicate directly with MTC (rather than its creditor-clients) regarding pay-off or reinstatement of defaulted debts.	Exhibit "B", at 94-95.
12			
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16	30	MTC received no less than \$1889.41 from its creditor-client, Wells Fargo Bank, N.A., as payment for MTC's services relating to the named Plaintiffs Raymond and Francine Sansota	Exhibit "J", at TC000072. Authenticated by Exhibit "B", at 107.
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20	31	As to the named Plaintiff Sansotas' property in the State of Nevada, MTC sold the property on or about March 9, 2011, to a third-party buyer at a trustee sale for \$51,000.00. MTC itself collected and then remitted these funds to its creditor-client, Wells Fargo Bank, N.A., on or about March 14, 2011, to apply them to the named Plaintiff Sansotas' defaulted loan.	See Exhibit "J", at TC000069-TC000070. Authenticated at Exhibit "B", at 105-107. See also Exhibit "B", at 105-108.
21			
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25	32	MTC's own internal records demonstrate that MTC deemed itself "Freddie Mac designated counsel (<i>sic</i>) . . . authorized on behalf of Freddie Mac to delegate forbearance plans for all Freddie Mac loans."	Exhibit "J", at MTC000113. Authenticated by Exhibit "B", at 105-108.
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1	33	MTC's Senior Vice-President of Operations indicated that MTC was authorized by its client Federal Home Loan Mortgage Corporation ("FHLMC") to enter into loan forbearance plans on FHLMC's behalf with Nevada debtors relating to their defaulted debt from approximately 2007 through 2010.	See Exhibit "B", at 136:8-137:5; <i>see also</i> Exhibit "J", at MTC000113. Authenticated by Exhibit "B", at 105-108.
2	34	In the case of Bijan Laghaei, MTC's own documents show that MTC negotiated a forbearance agreement with him in 2009 on behalf of its creditor-client (in its own words, MTC "placed borrower [i.e., Mr. Laghaei] in a forbearance agreement"), FHLMC, relating to Mr. Laghaei's defaulted debt, and received (i.e., collected) funds from Mr. Laghaei to reinstate his defaulted loan, which funds MTC sent to its creditor-client as payment on the loan. MTC collected thousands of dollars from Mr. Laghaei on behalf of its creditor-client.	Exhibit "J", at MTC000113-MTC000157, especially MTC000113 and MTC000117. Authenticated by Exhibit "B", at 105-108.
3	35	MTC charged Mr. Laghaei a fee of no less than \$150.00 for its services negotiating a forbearance agreement with him relating to his defaulted debt on behalf of its creditor-client, FHLMC, in 2009.	Exhibit "J", at MTC000113-MTC000157. Authenticated by Exhibit "B", at 105-108.
4	36	Maria Diaz was employed by MTC from 2009 to 2011.	Exhibit "C", at 11, 42-43. Authenticated by Boylan Declaration, at ¶6.
5	37	Ms. Diaz worked for MTC in its Reinstatements Department for approximately 3 months. She admitted that she informed Mr. Boylan when they spoke on the phone that her work in this capacity included handling files in the State of Nevada.	Exhibit "C", at 14-15.
6	38	According to Ms. Diaz, MTC's reinstatement work involved homeowners who had not paid their payments on their loans. The reinstatement amounts provided by Ms. Diaz on behalf of MTC to such homeowners were the amount of money that the homeowners were behind on their loans.	Exhibit "C", at 17-18.
7	39	As part of her reinstatement work for MTC,	Exhibit "C", at 20-22.

1		Ms. Diaz would communicate with debtors through inbound calls from them to MTC. Ms.	
2		Diaz estimated that she received	
3		approximately 3 inbound calls regarding	
4		reinstatements per day, and that each call was	
5		approximately 5 minutes. During these calls,	
6		she would speak with debtors about	
7		reinstatement amounts so that the debtors	
8		would know the amounts they needed to pay to	
9		reinstate their defaulted loans. The bulk of the	
10		rest of her working time was spent preparing	
11		and processing reinstatement quotes.	
12	40	Ms. Diaz' reinstatement work while employed	Exhibit "C", at 22-23.
13		by MTC also involved accounting, as she was	
14		involved in collecting money from debtors.	
15		Ms. Diaz would receive checks from debtors	
16		and put them on a deposit slip. This work	
17		could take a full 8 hours on her busiest days,	
18		and at least around 5 hours on other days.	
19	41	According to Ms. Diaz, approximately 840	Exhibit "C", at 24-25.
20		checks is a fair estimate of the number of	
21		checks that she collected each day and wrote	
22		deposit slips for while employed by MTC in	
23		its Reinstatements Department.	
24	42	As far as Ms. Diaz recalled, the checks that she	Exhibit "C", at 26-28.
25		received came from different debtors located	
26		in all the states that MTC serviced (including	
27		Nevada).	
28	43	Ms. Diaz had a basic understanding that her	Exhibit "C", at 29.
		employer, MTC, was collecting money on	
		behalf of a bank (or banks) with respect to	
		loans that were not paid.	
	44	While employed by MTC in its Reinstatements	Exhibit "C", at 31-32.
		Department, Ms. Diaz would give the names	
		and phone numbers of debtors that called her	
		regarding reinstatement to her supervisor so	
		that she could return their calls.	
	45	The information Ms. Diaz provided when	Exhibit "C", at 37-39.
		preparing reinstatement documents to give	
		debtors included a "breakdown" of how much	
		money a particular debtor owed to the lender	

1		or bank. It would also include the name and address of the particular debtors. Ms. Diaz	
2		would use MTC's computer system or	
3		database to prepare reinstatement documents,	
4		print them out, and then mail the documents to	
5		the debtors (or give the documents to someone	
6		else at MTC to mail).	
7	46	Ms. Diaz estimated that she may have	Exhibit "C", at 40-41.
8		prepared as many as around 80 reinstatement	
9		documents (or quotes) on average per day. The	
10		reinstatement template that she used in	
11		preparing these documents had a phone	
12		number on it for the recipient debtors to call	
13		MTC. Those who called the number usually	
14		wanted to know what the amount was to	
15		reinstate their defaulted loans.	
16	47	As part of her reinstatement work for MTC,	Exhibit "C", at 45-47.
17		Ms. Diaz would also prepare separate pay-off	
18		documentation every working day. Some of	
19		the checks that she received from debtors were	
20		to pay off the entire defaulted debt; some were	
21		simply to reinstate the defaulted loan. Ms.	
22		Diaz estimated that she typically received	
23		perhaps 5 reinstatement checks and 2 pay-off	
24		checks per working day.	
25	48	The reinstatement work Ms. Diaz performed	Exhibit "C", at 47-50.
26		for MTC also involved processing checks for	
27		third-party foreclosures or funds. Her	
28		understanding of "third-party deposits" is that	
		they were "checks from someone other than	
		the homeowner who is in default on the loan."	
		In her experience, such checks typically were	
		from foreclosures conducted by MTC. She	
		would collect these checks and fill out deposit	
		slips to deposit the money into MTC's	
		account.	
	49	Ms. Diaz was involved while employed by	Exhibit "C", at 73-75; <i>see</i>
		MTC in sending to Wells Fargo, N.A., the	<i>also</i> Exhibits "G" and "J"
		funds (\$51,000.00) reflected in Exhibits 2 and	hereto. Authenticated by
		5 at her deposition. According to Ms. Diaz,	Exhibit "D", at 42, 51-53,
		these documents reflect that MTC collected	and Exhibit "B", at 105-

1		money from a third party, and the money that	107.
2		was collected on that loan was then wire	
3		transferred by her on behalf of MTC to the	
4	50	lender or creditor (Wells Fargo, N.A.).	Exhibit "D", at 5-7. ³
5		Terry Johnsen is a co-owner and Vice-	
6		President of MTC and has held that position	
7		for over twenty years. She holds 50% of	
8		MTC's shares.	
9	51	Ms. Johnsen has her own office at MTC and	Exhibit "D", at 8.
10		typically works at least four hours per day, five	
11		days per week.	
12	52	Ms. Johnsen testified that she has oversight	Exhibit "D", at 8-9. ⁴
13		responsibility at MTC for its banking, human	
14		resources, and payroll activities.	
15	53	MTC's various management teams report to	Exhibit "D", at 9:1-5,
16		Ms. Johnsen and her husband and co-owner,	10:24-11:1.
17		Rande Johnsen.	
18	54	According to Ms. Johnsen, Gloria Juarez is in	Exhibit "D", at 9:14-19. ⁵
19		charge of legal compliance and human	
20		resources at MTC, and has held that position	
21		for over 14 years.	
22	55	As co-owners of MTC, Mr. and Mrs. Johnsen	Exhibit "D", at 11:4-12.
23		share the power to hire and fire MTC's	
24		management team.	
25	56	Ms. Johnsen testified at her deposition that she	Exhibit "D", at 16:16-21. ⁶
26		and her husband, Mr. Johnsen, have the	
27		ultimate authority at MTC over its legal	
28		compliance in the State of Nevada, and have	
		since at least 2007.	
	57	At her deposition, Ms. Johnsen testified that	Exhibit "D", at 16:22-
		MTC obtained its collection agency license	17:3; 18:11-21; 19:11-13. ⁷

³ After her deposition, Ms. Johnsen changed her testimony that she held a "Majority" share in MTC to "Equal 50/50" share. See Exhibit "E" at 1.

⁴ After her deposition, Ms. Johnsen changed her testimony "To just oversee and make sure that we are keeping up with the integrity of what we're required to do as far as human resources concerns" to "I oversee payroll" for MTC. See Exhibit "E" at 1.

⁵ After her deposition, Ms. Johnsen added "is in charge of HR legal compliance" to the end of her sentence at 9:17. See Exhibit "E" at 1.

⁶ After her deposition, Ms. Johnsen changed her testimony at 16:19 and 16:21 from "Yes" and "Yes" to "No, my husband and management team does" and "Yes, as to my husband." See Exhibit "E" at 1.

⁷ After her deposition, Ms. Johnsen changed her testimony in a number of significant respects. See Exhibit "E" at 1-2. Her testimony that MTC obtained its collection agency license "[j]ust to have" it was changed to "I don't know"; her testimony at 17:3 and 17:6 was changed from "No" and "No"

1		from the FID in Nevada “[j]ust to have” it and for no other reason. She later stated that MTC applied to obtain its collection agency license in 2011 because MTC was “[j]ust expanding our business” in Nevada.	
2			
3			
4	58	At her deposition, Ms. Johnsen testified that she attended at least one meeting of MTC’s management team in 2011 or before at which there was discussion of whether MTC should obtain a collection agency license from the FID.	Exhibit “D”, at 25:9-27:12. ⁸
5			
6			
7			
8	59	MTC counsel represented to the Discovery Commissioner that MTC obtained its collection agency license because MTC “was considering doing foreclosures for homeowners associations, and they [i.e., MTC] thought they would need a loan collector’s license for that.” MTC counsel represented that MTC “determined that there would be a conflict of interest with their lender clients. So they just threw up their hands and said we’re not going to do that [i.e., foreclosures for HOAs]. In the meantime, they [i.e., MTC] got their license [from the FID], and they kept it.”	Exhibit “F”, at 122:19-123:5. Authenticated by Boylan Declaration, at ¶9.
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10			
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17	60	MTC counsel represented to the Discovery Commissioner that discussions within MTC regarding obtaining a collection agency license from the FID “may have happened as early as 2009, 2010.”	Exhibit “F”, at 123:12-13.
18			
19			
20	61	Ms. Johnsen described MTC’s business activities in the State of Nevada as “[f]oreclosure trustee work.”	Exhibit “D”, at 17:7-22. ⁹
21			
22	62	According to Ms. Johnsen at her deposition,	Exhibit “D”, at 24:5-20. ¹⁰

23
24 to “I don’t know” and “I don’t know.” *Id.* She also changed her testimony at 19:13 to “I had no involvement in the decision” by MTC to obtain its collection agency license. *Id.*

25 ⁸ After her deposition, Ms. Johnsen changed her testimony in significant ways. See Exhibit “E” at 2-3. For instance, her testimony at 25:14 was changed from “Just came up in a conversation, management” was changed to “No one” while her testimony at 25:16 was changed from “All of our management team” to “No one.” *Id.* She also changed her testimony regarding a meeting she attended to the effect that she was never at such a meeting. See *id.* [changes to 25:14 through 27:12].

27
28 ⁹ After her deposition, Ms. Johnsen changed her testimony to add “I don’t know about applying for a license, but we did” to her testimony at 17:22. See Exhibit “E” at 1.

1		MTC's "management team" has authority over MTC employees who are involved in loan modifications or loan workouts. In July 2016, Cathe Cole-Sherburn, MTC's manager over operations, was the particular member of MTC's management team who was in charge of MTC employees involved in loan modifications or loan workouts.	
2	63	According to Ms. Johnsen, MTC's current management team in July 2016 was comprised of Cathe Cole-Sherburn, Gloria Juarez, Victor Hutchins, and Robert Ruelas. Each of these is a vice-president of MTC.	Exhibit "D", at 29:6-24. ¹¹
3	64	According to Ms. Johnsen, Ms. Cole-Sherburn is in charge of MTC's operations. Ms. Johnsen testified that she does not know of any limit on Ms. Cole-Sherburn's authority over MTC's operations.	Exhibit "D", at 30:14-25.
4	65	As reflected in Exhibit 1 at her deposition, Ms. Johnsen testified that she as a co-owner of MTC is involved at least approximately once per working day in receiving or transferring funds on behalf of MTC, including funds received from defaulted debtors.	Exhibit "D", at 45:1-46:15, 47:16-25; ¹² <i>see also</i> Exhibit "G", authenticated by Exhibit "D", at 42, 51-53.
5	66	Ms. Johnsen testified that only she and her husband, Rande Johnsen, as co-owners of MTC have signature authority over MTC's bank accounts.	Exhibit "D", at 47:4-13.
6	67	At her deposition, Ms. Johnsen testified that her best estimate of the amount of money MTC collected each year between 2007 and	Exhibit "D", at 64:17-66:18. ¹³

¹⁰ After her deposition, Ms. Johnsen changed "Cathy Cole Sherborn" at 24:20 to "Cathe Cole-Sherburn." *See* Exhibit "E" at 2.

¹¹ After her deposition, Ms. Johnsen changed "Cathy Cole Sherborn" at 29:10 to "Cathe Cole-Sherburn." *See* Exhibit "E" at 3.

¹² After her deposition, Ms. Johnsen changed "If I know, maybe twice" at 47:21 to "I don't know." *See* Exhibit "E" at 4. She also changed "Depends on the day of the week" at 47:25 to "We don't sign checks or wires together." *Id.*

¹³ After her deposition, Ms. Johnsen changed her testimony in this portion in several significant ways. *See* Exhibit "E" at 5. For instance, her testimony at 66:15 ("Yes") was changed to "No. I don't know specific numbers as to Nevada." *Id.* Her testimony at 66:18 was changed in the same way. *Id.* Her testimony at 66:18 was also changed from "Yes" to "No." *Id.*

1		2012 on behalf of its lender clients and related	
2		to defaulted debtors is at least more than \$7	
3	68	million.	
4		At her deposition, Ms. Johnsen testified that	Exhibit "D" , at 77:6-
5		MTC has a phone bank (i.e., a location where	78:14, 84:2-18.
6		MTC employees operate MTC's phones) in	
7		each of MTC's four offices, including one in	
8		the State of Nevada. Ms. Johnsen estimated	
9		that MTC's Nevada office had more than 10	
10		employees working its phone bank in July	
11		2016. She estimated that MTC's employees	
12		handling its phones in the State of Nevada	
13		made more than 100 phone calls on behalf of	
14		MTC per month. She confirmed that these	
15		calls include communications with debtors	
16		who are in default on their loans.	
17	69	Ms. Johnsen testified at her deposition that, as	Exhibit "D" , at 124:3-
18		reflected in Exhibit 4 at TC000069, MTC	125:14; <i>see also</i> Exhibit
19		would remit or send funds collected by MTC	"H" , at TC000069.
20		to its lender clients (whether the money was	Authenticated by Exhibit
21		collected for reinstatement or pay-off of the	"B" , at 105-107.
22		loans or through sale of property at non-	
23		judicial foreclosure).	
24	70	Ms. Johnsen testified that the cashier's check	Exhibit "D" , at 127:5-19;
25		reflected in Exhibit 4 at TC000071 is the	<i>see also</i> Exhibit "H" , at
26		money MTC collected, put in its trust account	TC000071. Authenticated
27		in March 2011, and then transferred to its	by Exhibit "D" , at 114,
28		lender client, Wells Fargo, N.A., on March 14,	127.
		2011, relating to the Plaintiff Sansotas.	
	71	Ms. Cole-Sherburn testified at her deposition	Exhibit "B" , at 23-24.
		that MTC may have applied for its collection	
		agency license from the FID as early as 2009.	

1 **ISSUE NO. 2:** MTC conducted business as an unlicensed (or unregistered)
2 collection agent in the State of Nevada until it obtained its license from the
3 Financial Institutions Division on April 19, 2012

No.	Moving Party's Undisputed Material Facts	Moving Party's Supporting Evidence
	Nos. 1 through 71 above are incorporated herein by reference.	

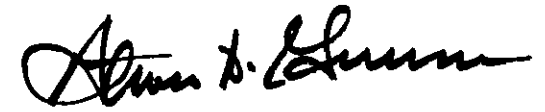
8 Respectfully submitted,

9
10
11 Dated: February 3, 2017

LAW OFFICE OF NICHOLAS A. BOYLAN
A Professional Corporation

12
13
14 By: 

Nicholas A. Boylan, Esq.
Attorney for Plaintiffs, except for
Plaintiff Antoinette Gill



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 HUORTH, 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' MOTION FOR FOR
PARTIAL SUMMARY JUDGMENT**

1 Plaintiffs,
2 v.
3 QUALITY LOAN SERVICE
4 CORPORATION, a California
5 Corporation; MTC FINANCIAL, INC.
6 dba TRUSTEE CORPS, a California
7 Corporation; MERIDIAN
8 FORECLOSURE SERVICE, a California
9 and Nevada Corporation dba MTDS, Inc.,
10 dba MERIDIAN TRUST DEED
11 SERVICE; NATIONAL DEFAULT
12 SERVICING CORPORATION, a Arizona
13 Corporation; CALIFORNIA
14 RECONVEYANCE COMPANY, a
15 California Corporation; and DOES 1
16 through 100, inclusive,
17 Defendants.

18 I, Nicholas A. Boylan, declare:

19 1. I am an attorney licensed to practice before all courts of the State of
20 Nevada. I have been the lead Plaintiffs' attorney in this case since it was filed in
21 2011. Matters set forth herein are true of my personal knowledge and, if called as a
22 witness and sworn, I would and could testify competently thereto.

23 2. In approximately June 2016, I first learned of the existence of Bijan
24 Laghaei. Before then, Mr. Laghaei had been an unnamed member of the putative
25 class asserting claims against MTC, given the putative class definition stated in
26 Plaintiffs' pleadings. Shortly after learning of Mr. Laghaei's existence, I gave MTC
27 notice in approximately July 2016 that he was a member of the putative class, and
28 asked MTC to stipulate that he be added to Plaintiffs' operative pleading as a named
 Plaintiff and class representative with claims against MTC.

 3. MTC opposed Plaintiffs' proposed stipulation and has continued to
 oppose Plaintiffs' motions for leave to amend to, as pertinent here, add Mr. Laghaei

1 as a named Plaintiff and putative class representative against MTC. However, in the
2 course of discovery in this matter, MTC has produced a number of documents
3 relating to Mr. Laghaei, including at least a portion of MTC's internal records
4 relating to him. (A true and correct copy of pertinent portions of these documents is
5 attached as an exhibit to this declaration, as discussed below.) Despite the passage of
6 many months, MTC has not ever requested or otherwise sought to depose Mr.
7 Laghaei in this matter.

8 4. Attached as **Exhibit "A"** is a true and correct copy of Plaintiffs'
9 proposed Third Amended Complaint. To ease the burden on the Court, the exhibits to
10 the proposed Third Amended Complaint have been omitted, but can be found in
11 Plaintiffs' pending motion papers for leave to amend their Second Amended
12 Complaint.

13 5. Attached as **Exhibit "B"** is a true and correct copy of portions of the
14 supporting pages of the certified transcript from the November 1, 2016 deposition of
15 Cathe Cole-Sherburn, an officer of MTC, as its current Senior Vice-President of
16 Operations.

17 6. Attached as **Exhibit "C"** is a true and correct copy of portions of the
18 supporting pages of the certified transcript from the September 27, 2016 deposition
19 of Maria Diaz, a former employee of MTC.

20 7. Attached as **Exhibit "D"** is a true and correct copy of portions of the
21 supporting pages of the certified transcript from the July 7, 2016 deposition of Terry
22 Johnsen, an officer, director, and owner of MTC.

23 8. Attached as **Exhibit "E"** is a true and correct copy of the errata sheet
24 provided by Terry Johnsen to the certified transcript from her July 7, 2016
25 deposition.

26 9. Attached as **Exhibit "F"** is a true and correct copy of portions of the
27 transcript from the January 11, 2017 hearing before the Discovery Commissioner in
28

1 this matter.

2 10. Attached as Exhibit "G" is a true and correct copy of Exhibit 1 from the
3 July 7, 2016 deposition of Terry Johnsen in this matter. This exhibit was
4 authenticated by the deponent at her deposition, as reflected in the Separate
5 Statement submitted by Plaintiffs with their instant motion papers.

6 11. Attached as Exhibit "H" is a true and correct copy of Exhibit 4 from the
7 July 7, 2016 deposition of Terry Johnsen in this matter. This exhibit was
8 authenticated by the deponent at her deposition, as reflected in the Separate
9 Statement submitted by Plaintiffs with their instant motion papers.

10 12. Attached as Exhibit "I" is a true and correct copy of Exhibit 3 from the
11 November 1, 2016 deposition of Cathe Cole-Sherburn in this matter. This exhibit was
12 authenticated by the deponent at her deposition, as reflected in the Separate
13 Statement submitted by Plaintiffs with their instant motion papers.

14 13. Attached as Exhibit "J" is a true and correct copy of Exhibit 4 from the
15 November 1, 2016 deposition of Cathe Cole-Sherburn in this matter. This exhibit was
16 authenticated by the deponent at her deposition, as reflected in the Separate
17 Statement submitted by Plaintiffs with their instant motion papers.

18 14. Attached as Exhibit "K" is a true and correct copy of a declaration by
19 Bijan Laghaei in support of Plaintiffs' opposition briefs to Defendants' previously
20 filed discovery motions and its supporting exhibits. Mr. Laghaei's declaration and its
21 supporting exhibits help show that, regarding Mr. Laghaei's defaulted debt, MTC
22 communicated with Mr. Laghaei by telephone and e-mail, collected money on the
23 debt from him, and negotiated, prepared, and documented a loan forbearance
24 agreement with Mr. Laghaei as part of MTC's collection agency activities in the
25 State of Nevada during the relevant period.

26 15. On February 1, 2017, for the first time, Plaintiffs received hundreds of
27 pages of additional documents from MTC that included some of the contracts
28

1 between MTC and its clients from the relevant period in this case. It is and has been
2 Plaintiffs' position during discovery that these documents should have been produced
3 at least as early as June 2016 (whether as part of MTC's NRCP 16.1 disclosures,
4 responses to Plaintiffs' propounded discovery, or both). It appears that even to date
5 not all of the relevant contracts have been produced by MTC. Of the contracts
6 produced, however, many—if not all—of them have improperly been designated
7 CONFIDENTIAL by MTC pursuant to the Court's Protective Order, dated December
8 1, 2016, in this matter. Plaintiffs have given written notice to MTC under the terms of
9 the Order. Plaintiffs' position is that MTC's designation of many of these documents
10 as CONFIDENTIAL is and was improper. On behalf of Plaintiffs, I therefore have
11 begun the meet and confer process required by ¶ 8 of the Court's Order with Mr.
12 Ceran as MTC counsel. Plaintiffs hereby give further notice to MTC now, however,
13 that Plaintiffs intend to rely on a number of these documents, for example those
14 marked by MTC with Bates Nos. MTC000485-522, MTC000896-918, MTC001035-
15 1082, in support of their instant motion for partial summary judgment. Plaintiffs
16 believe the documents prove, among other crucial facts, that in contracts for the
17 relevant period, MTC expressly contracted with its creditor-clients to and did
18 perform in Nevada, among other services in the State of Nevada, to comply with
19 applicable federal, state, and local laws, including those relating to foreclosures, debt
20 collection, and privacy; represented that it had and would maintain all regulatory
21 approvals, authorizations, licenses, permits, or other permissions, consents, and
22 authorities needed to perform its obligations to its clients; residential foreclosure,
23 collection, recovery, and all other legal services related to foreclosure of delinquent
24 mortgagors; return telephone calls to defaulted debtors; promptly forward
25 reinstatement or pay-off proceeds received from Nevada debtors on defaulted loans
26 to MTC's creditor-clients; deliver good and marketable title following MTC
27 conducting non-judicial foreclosure sales; attempt to solicit loss mitigation workout
28

1 options when a Nevada borrower calls MTC; create loss mitigation workouts and
2 send them to borrowers; forward all down payments received from defaulted debtors
3 as part of loss mitigation or forbearance agreements; upon request from Nevada
4 debtors, provide reinstatement and pay-off quotes to Nevada debtors, which would
5 include all amounts owed to MTC's creditor-clients and MTC's fees and costs;
6 handle eviction proceedings on behalf of MTC's creditor-clients; and initiate and
7 carry out non-judicial foreclosure proceedings in the Nevada relating to defaulted
8 loans. Absent agreement otherwise from MTC (pursuant to ¶15 of the Court's
9 Protective Order), Plaintiffs will be submitting these documents for filing under seal,
10 pursuant to ¶15 of the Court's Protective Order and EDCR 8.09.

11 16. On January 31, 2017, I deposed MTC Senior Vice-President Gloria
12 Juarez in this matter. Ms. Juarez swore on January 31, 2017, that there had been no
13 material change in MTC's business operations in the State of Nevada since 2002. The
14 transcript of her deposition has not yet been received, however.

15 17. As reflected by the docket in *Ho v. Recontrust Co., NA* (9th Cir. Oct. 19,
16 2016) 840 F.3d 618, the Plaintiff-Appellant in that matter filed its petition for panel
17 rehearing or rehearing en banc on December 18, 2016. From the recent docket
18 entries, it appears that the Ninth Circuit may decide to rehear the case en banc as
19 requested.

20 18. Attached as Exhibit "L" is a true and correct copy of MTC's Second
21 Supplemental Responses to Plaintiffs' Interrogatories, Set One, which were served by
22 MTC in the course of discovery in this matter. The exhibit is authenticated by the
23 signed verification of MTC's officer (and co-owner), Rande Johnsen.

24 ///

25 ///

1 I declare under penalty of perjury under the laws of the State of Nevada that
2 the foregoing is true and correct. Executed on February 3, 2017, at San Diego,
3 California.

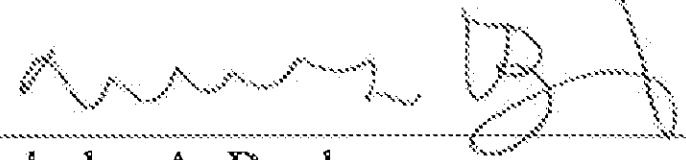
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5 _____
6 Nicholas A. Boylan
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EXHIBIT “A”

1 ACOM
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14 sc@christopherlegal.com

15 Attorneys for Plaintiffs, except for Antoinette Gill

16 **DISTRICT COURT**

17 **CLARK COUNTY, NEVADA**

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

CASE NO: A-11-649857-C

Honorable William Kephart

Dept. 19

**[PROPOSED] THIRD AMENDED
COMPLAINT OF PLAINTIFFS
JEFFREY BENKO, CAMILO
MARTINEZ, ANA MARTINEZ,
FRANK SCINTA, JACQUELINE
SCINTA, SUSAN HJORTH,
RAYMOND SANSOTA, FRANCINE
SANSOTA, SANDRA KUHN,
JESUS GOMEZ, SILVIA GOMEZ,
DONNA HERRERA, JESSE
HENNIGAN, SUSAN KALLEN,
ROBERT MANDARICH, JAMES**

1 ROBERT MANDARICH, a Nevada
2 resident, JAMES NICO, a Nevada resident
3 and PATRICIA TAGLIAMONTE, a
Nevada resident

4 Plaintiffs,

5 v.

6 QUALITY LOAN SERVICE
7 CORPORATION, a California
8 Corporation; MTC FINANCIAL, INC.
9 dba TRUSTEE CORPS, a California
10 Corporation; MERIDIAN
11 FORECLOSURE SERVICE, a California
12 and Nevada Corporation dba MTDS, Inc.,
13 dba MERIDIAN TRUST DEED
14 SERVICE; NATIONAL DEFAULT
15 SERVICING CORPORATION, a Arizona
16 Corporation; CALIFORNIA
17 RECONVEYANCE COMPANY, a
18 California Corporation; and DOES 1
19 through 100, inclusive,

20 Defendants.

NICO, AND BIJAN LAGHAEI

CLASS ACTIONS

ARBITRATION EXEMPTION
CLAIMED:

Pursuant to NAR 3(A)-

1. Class Action: and
2. Action Seeking Equitable
and/or Extraordinary Relief

Jury Trial Demanded

I. PARTIES

1. Plaintiff JEFFREY BENKO ("BENKO") is now, and/or was at all relevant times herein, a resident of the State of Nevada and, while residing in Nevada, was the subject of illegal collection agency activities and communications from and by Defendant QUALITY LOAN SERVICE CORPORATION ("QLS"). BENKO filed a Chapter 7 bankruptcy on or about July 2, 2009, and received a discharge in said case on or about October 8, 2009, with the case being closed on March 22, 2011. On June 2, 2010, Defendant QLS recorded a Notice of Default on real property owned by BENKO. A true and correct copy of this Notice of Default is attached herewith as Exhibit "A". QLS, in this Notice of Default, demanded payment from BENKO to get current on his obligation owed to a third party. Further,

1 this Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO
2 COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED
3 FOR THAT PURPOSE."

4 2. Plaintiffs CAMILO MARTINEZ and ANA MARTINEZ (collectively
5 "MARTINEZ") were at all relevant times herein residents of the State of Nevada
6 and, while residing in Nevada, were the subject of illegal collection agency activities
7 and communications from and by Defendant QLS. MARTINEZ filed a Chapter 13
8 bankruptcy on or about January 5, 2009, which case was converted to a Chapter 7
9 bankruptcy on or about January 27, 2011. MARTINEZ received a discharge in said
10 case on or about May 2, 2011, with the case being closed on May 5, 2011. On
11 September 12, 2008, Defendant QLS recorded a Notice of Default on real property
12 owned by MARTINEZ. A true and correct copy of this Notice of Default is attached
13 herewith as Exhibit "B". QLS, in this Notice of Default, demanded payment from
14 MARTINEZ to get current on their obligation owed to a third party. Further, this
15 Notice of Default from QLS states that "THIS OFFICE IS ATTEMPTING TO
16 COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED
17 FOR THAT PURPOSE." At the time of the filing of their bankruptcy and during the
18 pendency their bankruptcy proceedings, MARTINEZ were not aware of the potential
19 cause of action against QLS for its illegal collection agency activities. At some point
20 in attempting to collect on the debt of the Plaintiffs MARTINEZ, Defendant QLS
21 sent Plaintiffs MARTINEZ a letter regarding their property and related debt. A true
22 and correct copy of this correspondence is attached herewith as Exhibit "C". In the
23 letter, QLS stated that QLS' third-party lender client wished to determine whether
24 there were "options available to help" Plaintiffs MARTINEZ "avoid foreclosure."
25 Included among the options listed by QLS in its letter were loan modification,
26 reinstatement of the loan, pre-foreclosure short sale, deed in lieu of foreclosure, and
27 an extension or stipulation whereby Plaintiffs MARTINEZ "would pay a determined
28 portion of [their] delinquency payments and the remaining portion of the arrears

1 would be added to the end of the loan." QLS in its letter asked Plaintiffs Martinez to
2 contact QLS by phone purportedly so that QLS could put them in touch with the
3 third-party lender's "loss mitigation specialist." The letter also stated that QLS "will
4 continue all collection and foreclosure activity unless and until a workout plan has
5 been completed and agreed to by" the third-party lender and Plaintiffs MARTINEZ.
6 Toward the end of the letter, QLS stated that, "[p]ursuant to federal law, we are a
7 debt collector and any information obtained will be used for that purpose."

8 3. Plaintiffs FRANK SCINTA and JACQUELINE SCINTA (collectively
9 "SCINTA") are now, and/or were at all relevant times herein, residents of the State of
10 Nevada and, while residing in Nevada, were the subject of illegal collection agency
11 activities and communications from and by Defendants QLS and MERIDIAN
12 FORECLOSURE SERVICE dba MTDS, INC. dba MERIDIAN TRUST DEED
13 SERVICE ("MERIDIAN"). SCINTA filed a Chapter 7 bankruptcy on or about April
14 27, 2011. SCINTA received a discharge in said case on or about July 27, 2011, and
15 their bankruptcy case was closed on March 27, 2012. On May 5, 2010, Defendant
16 QLS recorded a Notice of Default on real property owned by SCINTA. A true and
17 correct copy of this Notice of Default is attached herewith as Exhibit "D". QLS, in
18 this Notice of Default, demanded payment from SCINTA to get current on their
19 obligation owed to a third party. Further, this Notice of Default from QLS states that
20 "THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY
21 INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." On March
22 10, 2011, Defendant MERIDIAN recorded a Notice of Default on another real
23 property owned by SCINTA. MERIDIAN, in this Notice of Default, demanded
24 payment from SCINTA to get current on their obligation owed to a third party.
25 Further, this Notice of Default from MERIDIAN states that "[MERIDIAN] IS
26 ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY
27 INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE." At the
28 time of the filing of their bankruptcy SCINTA were not aware of the potential causes

1 of action against QLS and/or MERIDIAN for their illegal collection agency
2 activities. On February 29, 2012, SCINTA amended their bankruptcy schedules and
3 filings to disclose the claims against QLS and MERIDIAN as assets. The bankruptcy
4 Trustee abandoned those claims, which claims thereby reverted to Scinta upon the
5 closing of their bankruptcy case.

6 4. Plaintiff SUSAN HJORTH ("HJORTH") is now, and/or was at all
7 relevant times herein, a resident of the State of Nevada and, while residing in
8 Nevada, was the subject of illegal collection agency activities and communications
9 from and by Defendant QLS. HJORTH filed a Chapter 7 bankruptcy on or about
10 October 9, 2008, and received a discharge in said case on or about January 20, 2009,
11 with the case being closed on June 2, 2009. On April 30, 2009, Defendant QLS
12 recorded a Notice of Default on real property owned by HJORTH. A true and correct
13 copy of this Notice of Default is attached herewith as Exhibit "E". QLS, in this
14 Notice of Default, demanded payment from HJORTH to get current on her obligation
15 owed to a third party. Further, this Notice of Default from QLS states that "THIS
16 OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
17 OBTAINED WILL BE USED FOR THAT PURPOSE." On or about May 7, 2009,
18 Defendant QLS sent Plaintiff Hjorth a "DEBT VALIDATION NOTICE" relating to
19 her debt. A true and correct copy of this correspondence is attached herewith as
20 Exhibit "F". In the letter, QLS stated that the letter "relates to a debt owed" to a third
21 party, stated the purported "total delinquency" on the debt, stated the "amount
22 required to pay the entire debt in full", and stated that Plaintiff Hjorth could "dispute
23 the validity of this debt" by contacting QLS' office within thirty days of receiving the
24 notice (failing which, QLS "will assume that the debt is valid"). At the bottom of the
25 letter, QLS also stated in bold letters: "WE ARE ATTEMPTING TO COLLECT A
26 DEBT, AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT
27 PURPOSE." QLS also recorded a Notice of Trustee's Sale on this property owned by
28 HJORTH on August 4, 2009. A true and correct copy of this Notice of Trustee's Sale